Contract of Sale of Land

Property:

Unit 15, 5 CURLEW Court, Doncaster VIC 3108

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:091077

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.

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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: **Adam Henczel and Regina Henczel**

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

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

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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: Adam Henczel and Regina Henczel

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: 091077

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	11596	Folio	899	15	PS 710542D

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 15, 5 CURLEW Court, Doncaster VIC 3108

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.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

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 15, 5 CURLEW COURT, DONCASTER VIC 3108

Vendor's name	Adam Henczel	Date / /
Vendor's signature _____		
Vendor's name	Regina Henczel	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.

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

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

VOLUME 11596 FOLIO 899 Security no : 124109033781Y
Produced 12/09/2023 04:27 PM

LAND DESCRIPTION

Lot 15 on Plan of Subdivision 710542D.
PARENT TITLES :
Volume 08395 Folio 451 Volume 11251 Folio 161
Created by instrument PS710542D 09/09/2015

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
ADAM HENCZEL of 12 CLITHEROE GREEN DERRIMUT VIC 3030
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
REGINA HENCZEL of 12 CLITHEROE GREEN DERRIMUT VIC 3030
AM211921B 26/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM211922Y 26/09/2015
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS710542D 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 15 5 CURLEW COURT DONCASTER VIC 3108

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS710542D

DOCUMENT END

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Signed by Council: Manningham City Council, PP Ref: PL14/024775, Cert Ref: SC14/006872, Original Certification: 13/08/2015, S.O.C.: 13/08/2015

PLAN OF SUBDIVISION

Stage No. \

LRS use only **EDITION 1**

Plan Number **PS 710542D**

Location of Land

Parish: BULLEEN
Township:
Section:
Crown Allotment:
Crown Portion:
PART OF UNWINS CROWN SPECIAL SURVEY
Title References:
Vol. 8395 **Fol.** 451
Vol. 11251 **Fol.** 161
Vol. **Fol.**
Last Plan Reference: LP44753 LOT 3 & LP43645 LOT 30
Postal Address: 5 & 7 CURLEW COURT
DONCASTER 3108
MGA94 Co-ordinates: **E** 335 720
(Of approx. centre of plan) **N** 5 816 320 **Zone:** 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Council Certification and Endorsement

Council Name: MANNINGHAM CITY COUNCIL **Ref:**

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
   Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Public Open Space:
(i) A requirement for public open space under section 18 Subdivision Act 1988 has/has not been made.
(ii) The requirement has/has not been satisfied.
(iii) The requirement is to be satisfied in Stage
(iii) The requirement has been satisfied for

Council Delegate
Council seal

Date / /

This plan is re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council seal

Date / /

Notations

Depth Limitation: Does not apply

Staging: This ~~is/~~is not a staged subdivision
Planning Permit No.

Number of lots - 30 Total site area - 1638m²

Boundaries shown by thick continuous lines are defined by buildings

Location of boundaries defined by buildings:
Median : Boundaries marked M.
Interior Face : All other boundaries

—·—·—·—
Lines shown thus define a structure of the building but does not constitute a boundary.

Common Property No.1 is all the land in the plan except the lots and it includes the structure of those walls, floors and ceilings which define boundaries except those boundaries marked M.

CP - Common Property

* E-3 is restricted to an upper limit of RL 109·60 AHD (Level datum is based on PM105 with RL 126·14 AHD on 18/12/13)

Survey: This plan is / ~~is not~~ based on survey.
To be completed where applicable.
This survey has been connected to permanent marks no(s).
In Proclaimed Survey Area no.

All electricity (mains) cables, internal columns, service ducts, pipe shafts, cable ducts and service installations within the building are deemed to be part of common property No.1. The position of these cables, columns, service ducts, pipe shafts, cable ducts and service installations have not been shown on the diagrams contained herein.

Ter - Terrace
Bal - Balcony

Lots in this plan may be affected by one or more Owners Corporations.
For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage & Sewerage	2·44	LP44753	Lots on LP44753
E-2	Drainage & Sewerage	2·44	LP43645	Lots on LP43645
E-2	Any Easements	2·44	See V.11251 F.161	Unspecified
E-1,E-2 & E-3 *	Sewerage	See Plan	This Plan	Yarra Valley Water Corporation
E-1,E-2	Drainage	2·44	This Plan	Manningham City Council
*	Limited to height (See above)			

LRS use only
Statement of Compliance / Exemption Statement
Received ✓
Date: 19/08/15

LRS use only
PLAN REGISTERED
TIME: 5:05PM
DATE: 09/09/15
Assistant Registrar of Titles

Sheet 1 of 10 Sheets
Original sheet size A3

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Digitally Signed DATE / /
REF 12997 VERSION 2 27/7/15

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by: Bernard Goodison (Goodison & Associates) Surveyor's Plan Version (2) SPEAR Ref: S059938P 29/07/2015, Amended: 09/09/2015.

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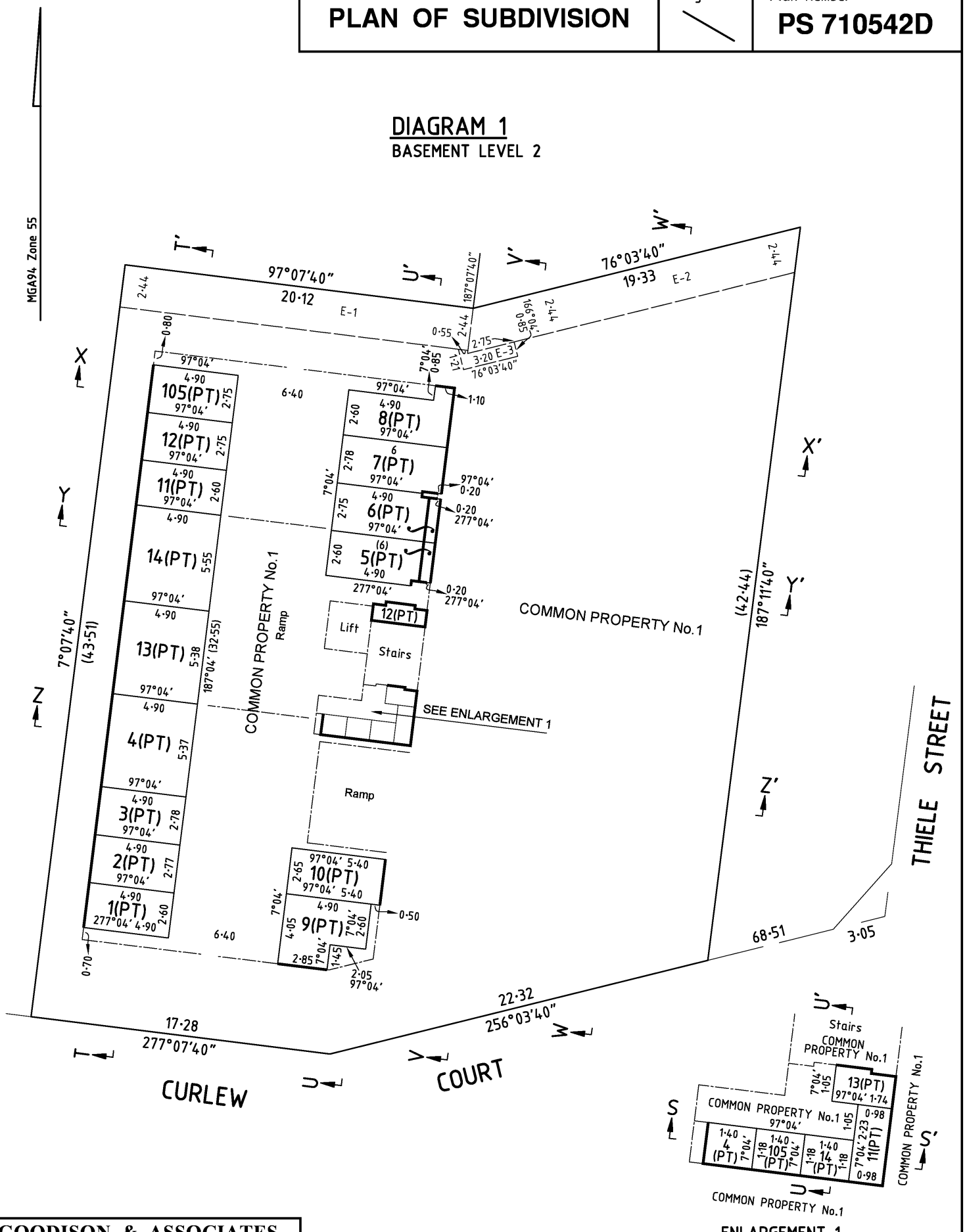
Signed by Council: Manningham City Council, PP Ref: PL14/024775, Cert Ref: SC14/006872, Original Certification: 13/08/2015, S.O.C.: 13/08/2015

PLAN OF SUBDIVISION

Stage No. \

Plan Number **PS 710542D**

DIAGRAM 1
BASEMENT LEVEL 2



ENLARGEMENT 1
SCALE 1:100

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

ORIGINAL SHEET SIZE	SCALE
A3	1:200

SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON

SIGNATURE Digitally Signed DATE / /

REF 12997 VERSION 2

Sheet 2

DATE / /
COUNCIL DELEGATE SIGNATURE

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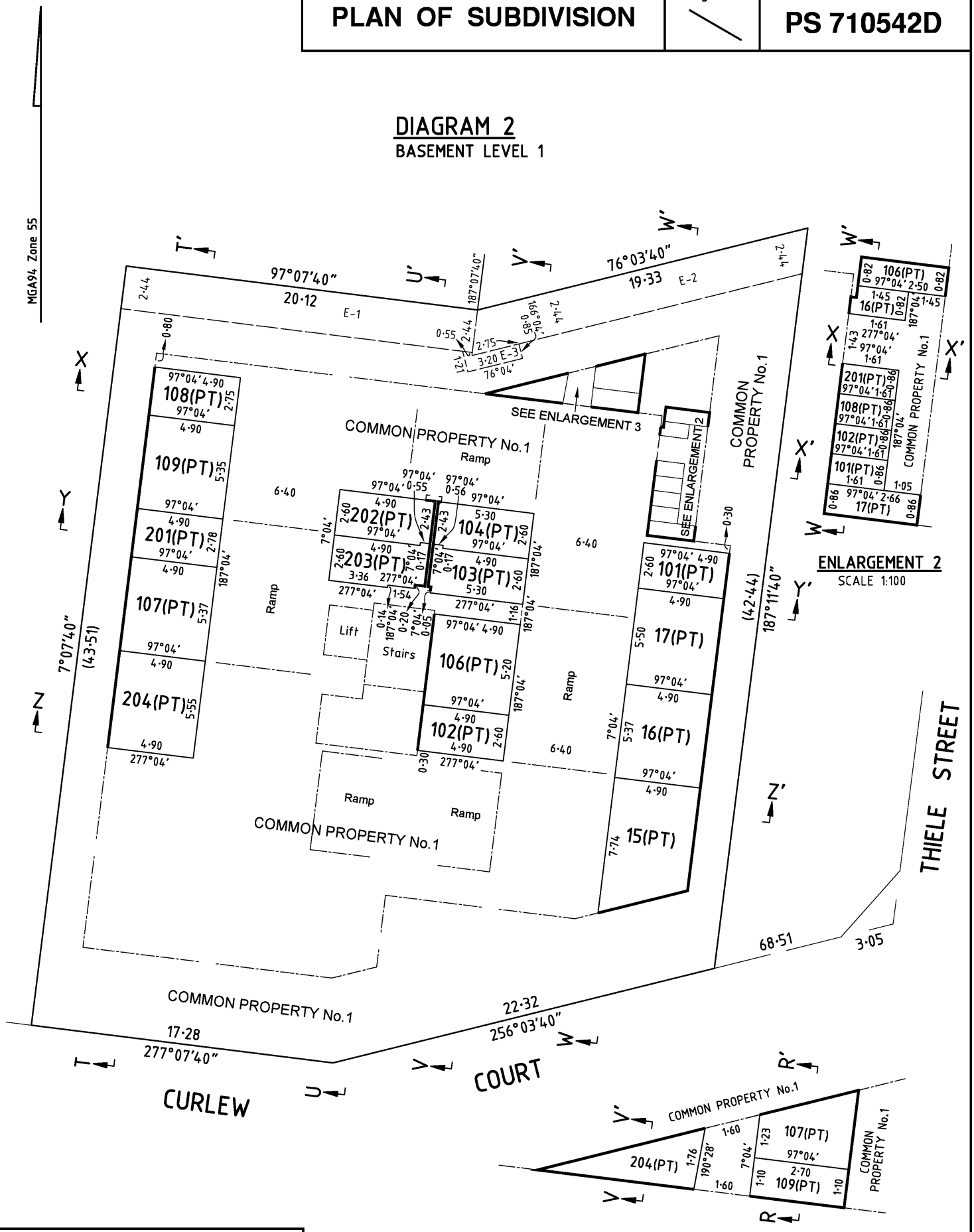
Signed by Council: Manningham City Council, PP Ref: PL14/024775, Cert Ref: SC14/006872, Original Certification: 13/08/2015, S.O.C.: 13/08/2015

PLAN OF SUBDIVISION

Stage No. \

Plan Number **PS 710542D**

DIAGRAM 2
BASEMENT LEVEL 1



ENLARGEMENT 2
SCALE 1:100

ENLARGEMENT 3
SCALE 1:100

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

ORIGINAL SHEET SIZE	SCALE
A3	1:200

SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES

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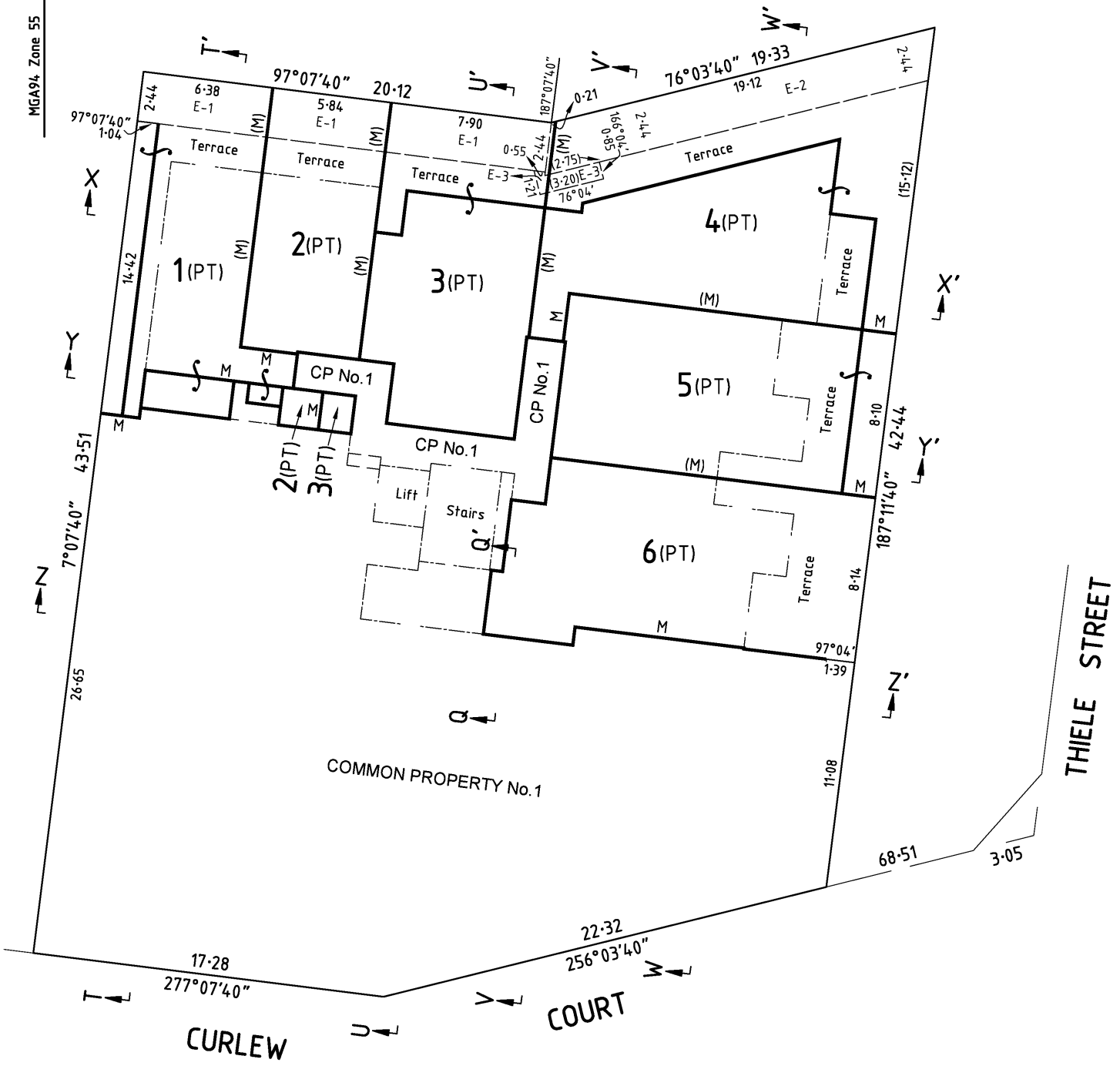
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PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 710542D**

DIAGRAM 3
LOWER GROUND FLOOR



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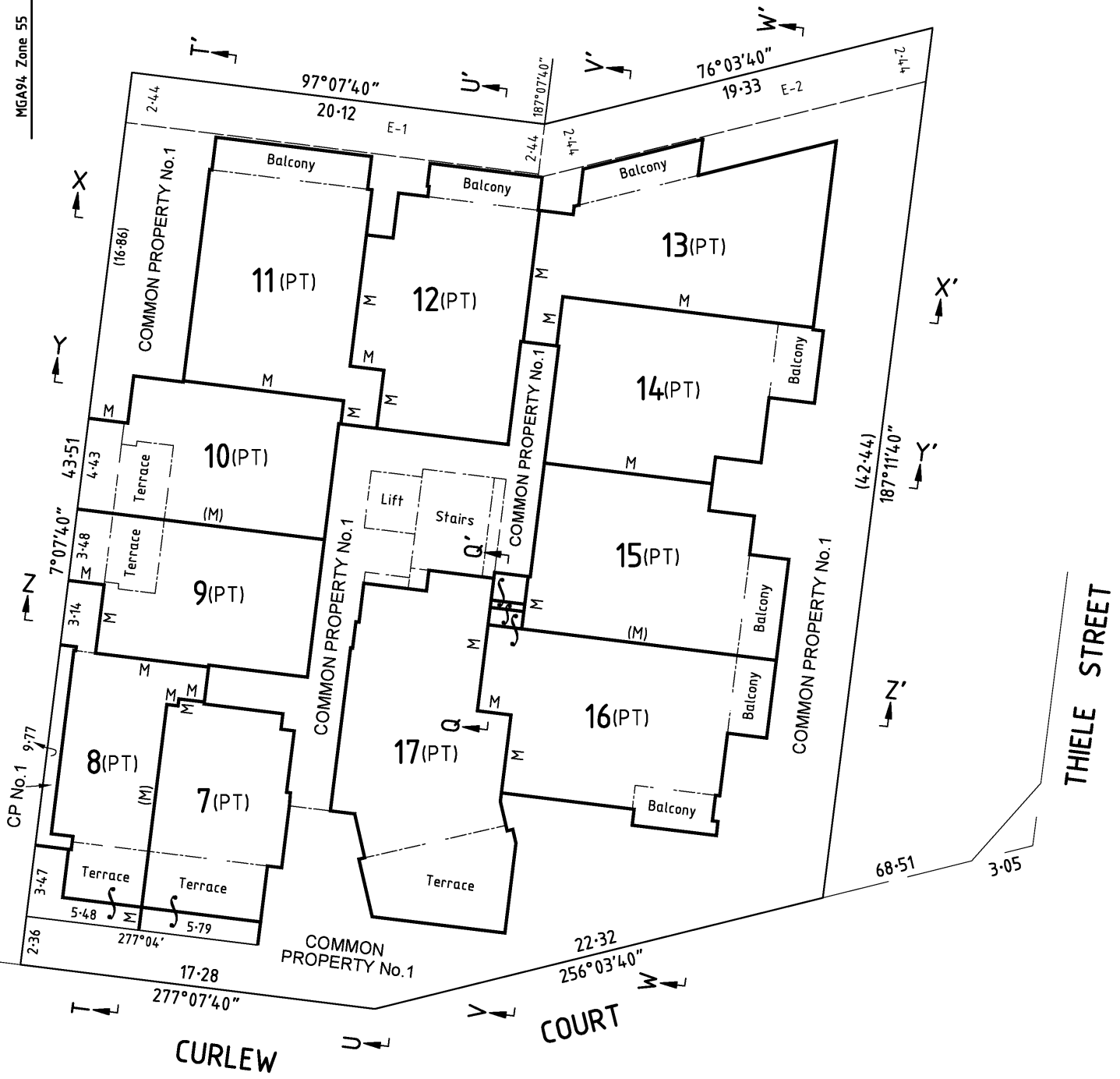
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PLAN OF SUBDIVISION

Stage No. \

Plan Number **PS 710542D**

DIAGRAM 4
GROUND FLOOR



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TEL: 9428-1818 FAX: 9428-0015	
E-mail: goodison@mira.net	
ORIGINAL SHEET SIZE A3 / SCALE 1:200	SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES
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	DATE / / COUNCIL DELEGATE SIGNATURE

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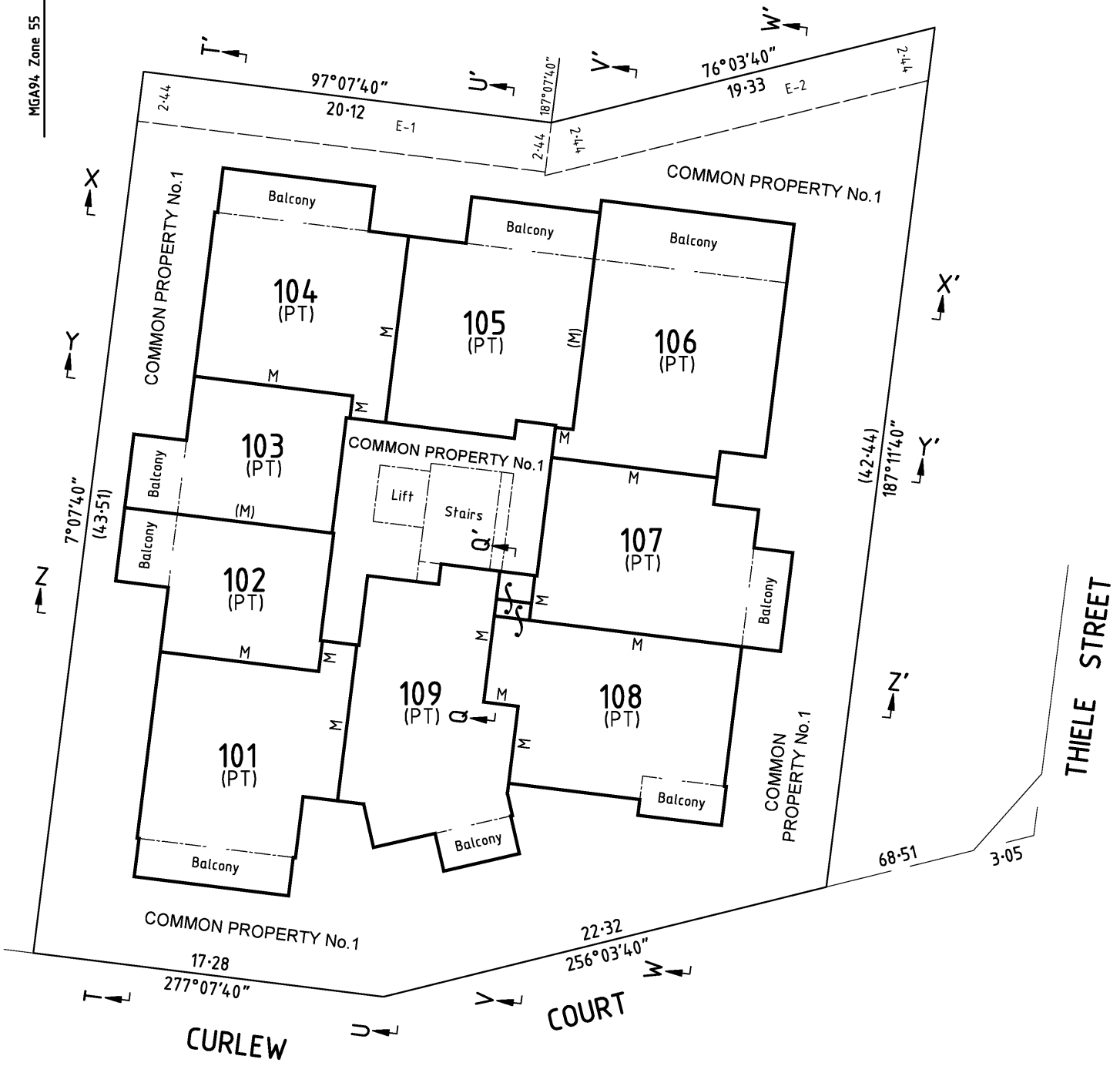
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PLAN OF SUBDIVISION

Stage No. \

Plan Number **PS 710542D**

DIAGRAM 5
FIRST FLOOR



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ORIGINAL SHEET SIZE	SCALE	SCALE
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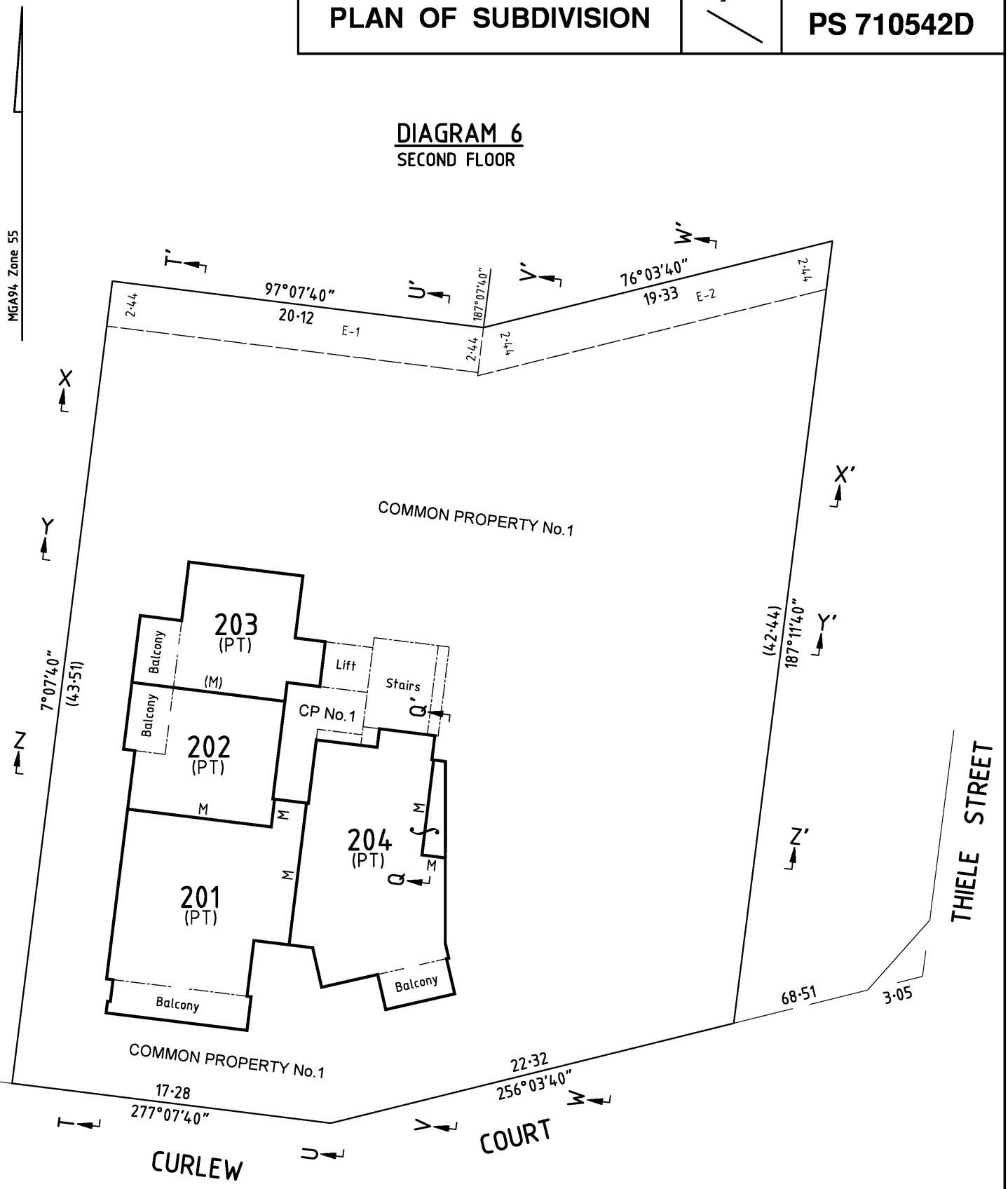
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PLAN OF SUBDIVISION

Stage No. \

Plan Number **PS 710542D**

DIAGRAM 6
SECOND FLOOR



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A3	1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES

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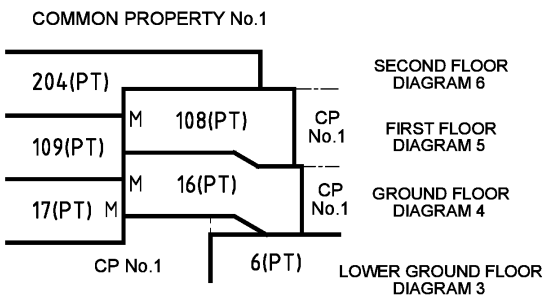
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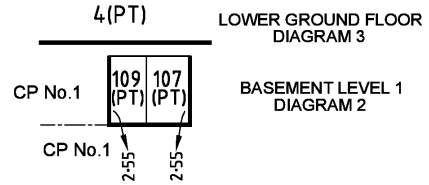
PLAN OF SUBDIVISION

Stage No. \

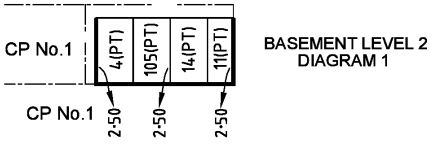
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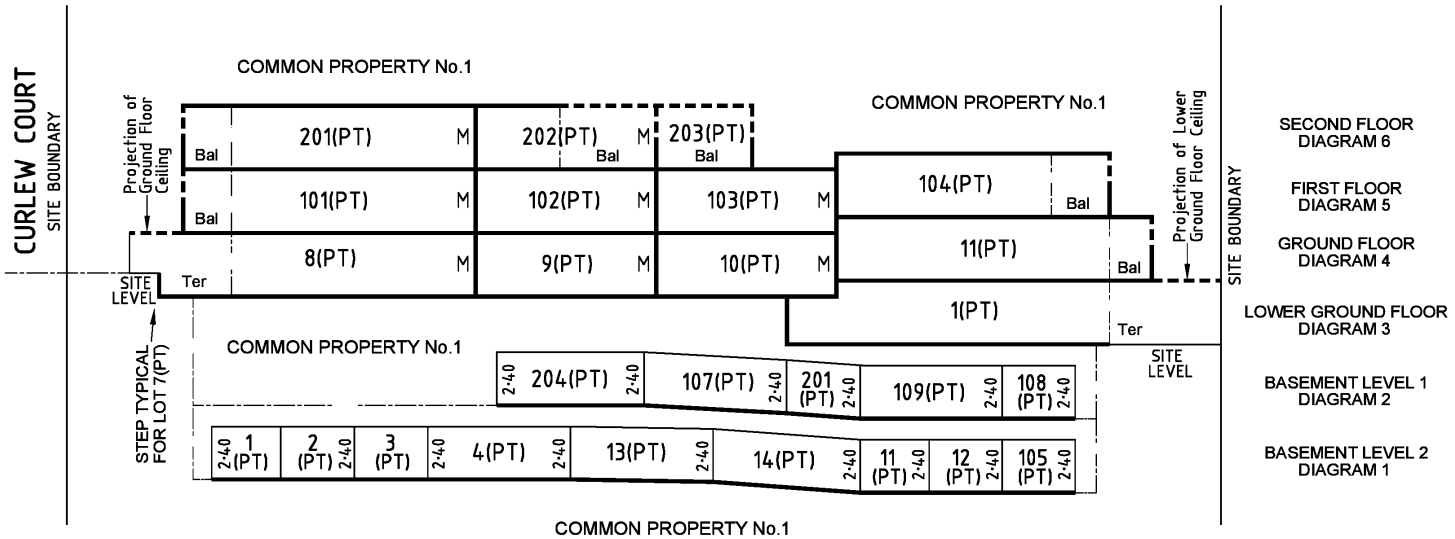
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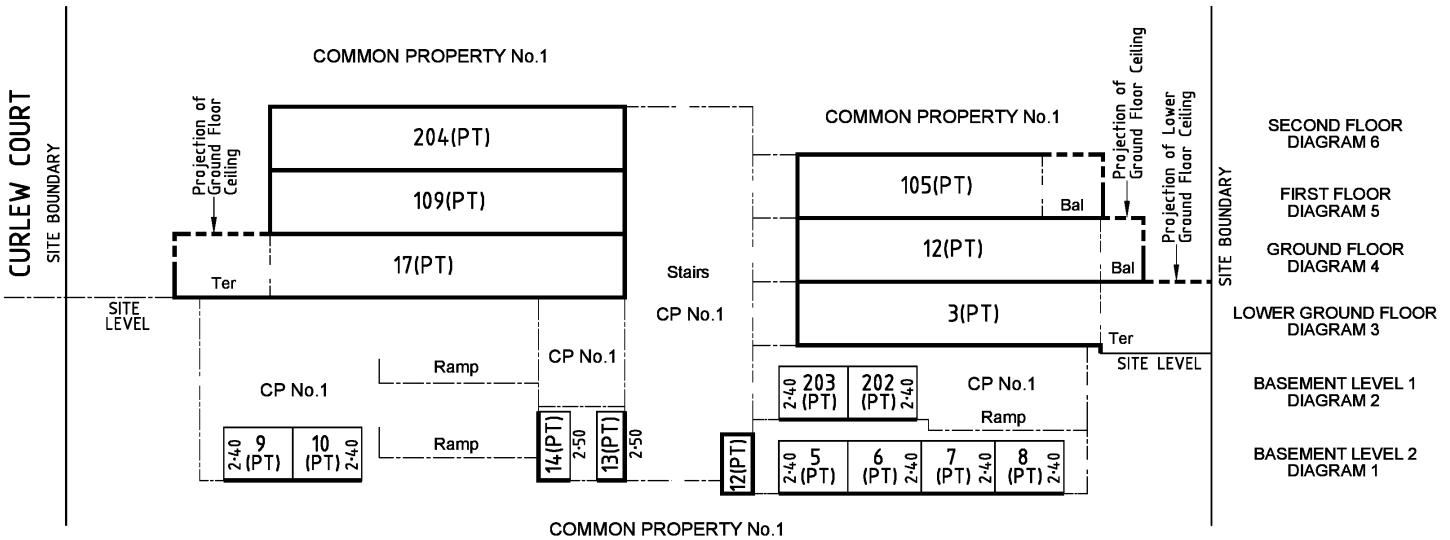


CROSS SECTION S-S'
NOT TO SCALE



COMMON PROPERTY No.1

CROSS SECTION T-T'
NOT TO SCALE



COMMON PROPERTY No.1

CROSS SECTION U-U'
NOT TO SCALE

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A3		LENGTHS ARE IN METRES

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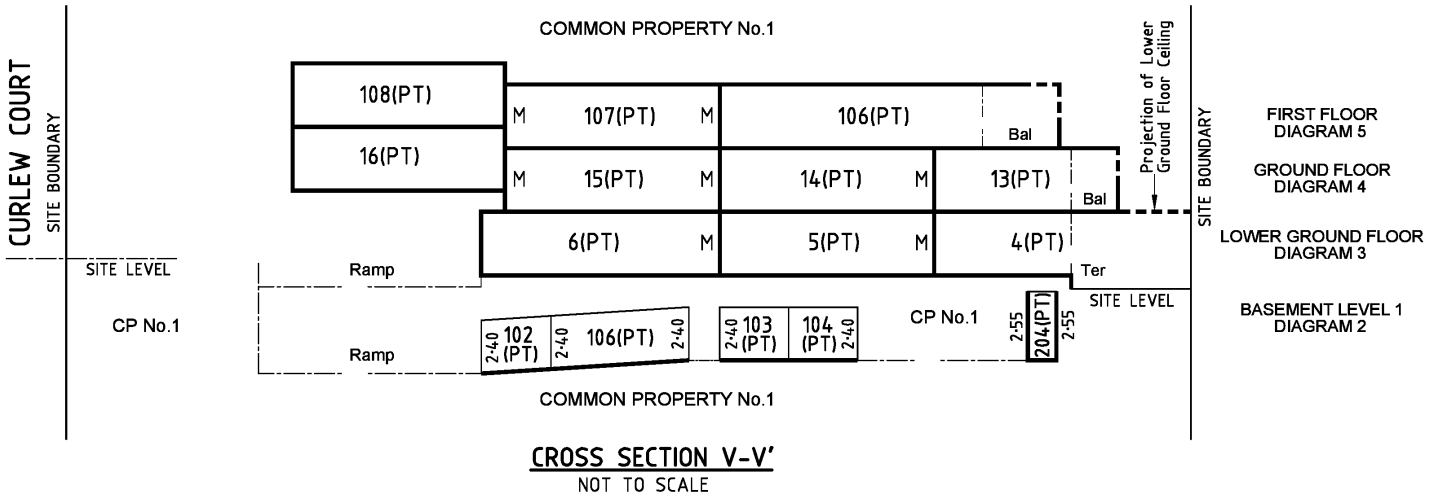
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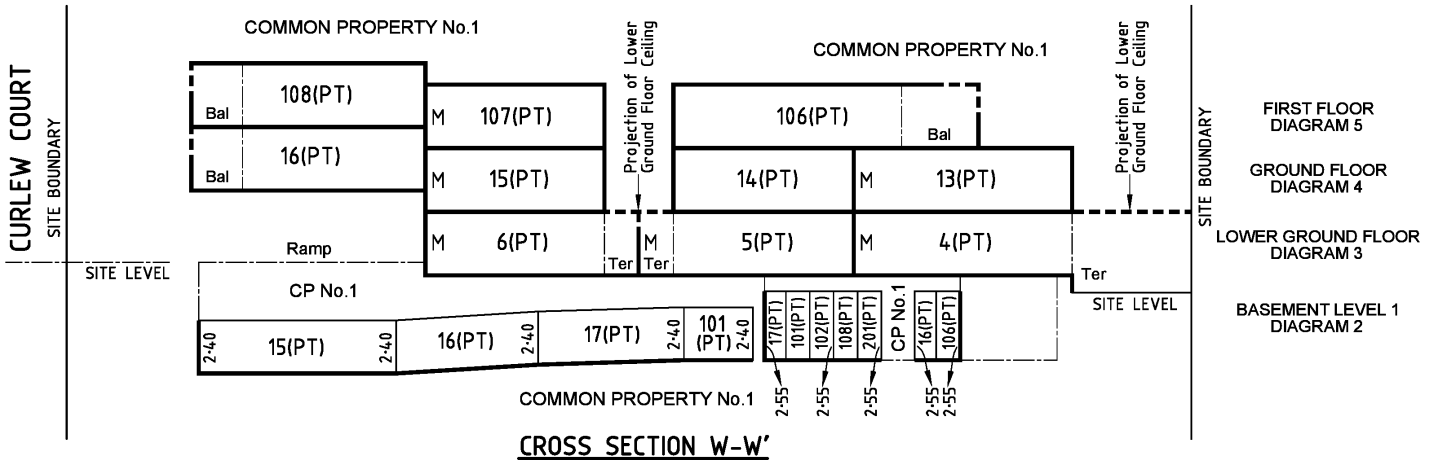
PLAN OF SUBDIVISION

Stage No. /

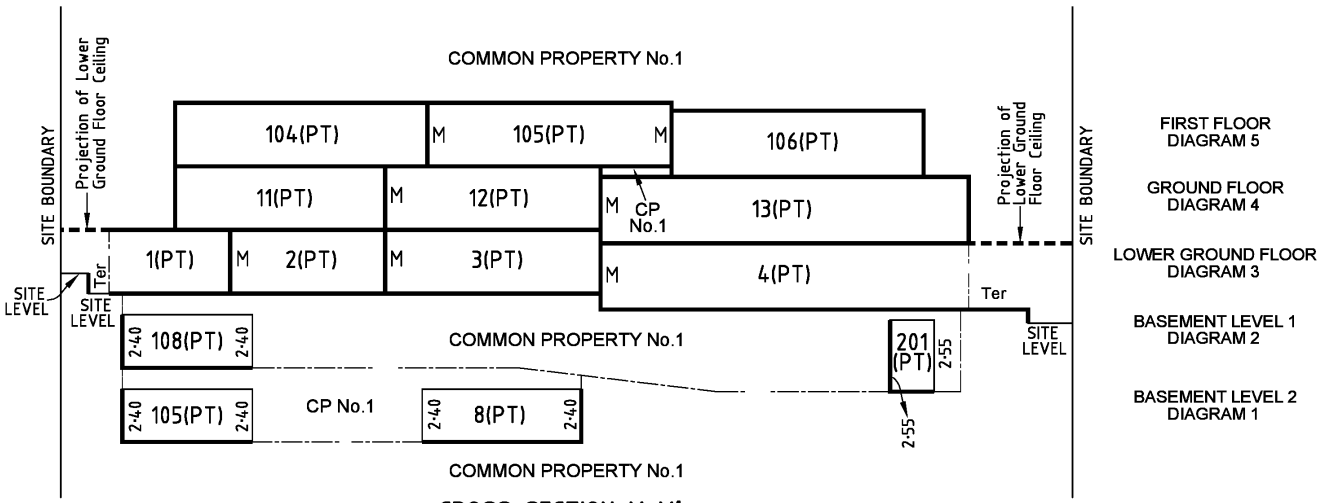
Plan Number **PS 710542D**



CROSS SECTION V-V'
NOT TO SCALE



CROSS SECTION W-W'
NOT TO SCALE



CROSS SECTION X-X'
NOT TO SCALE

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TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

ORIGINAL SHEET SIZE A3 | SCALE | LENGTHS ARE IN METRES

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Sheet 9

DATE / /
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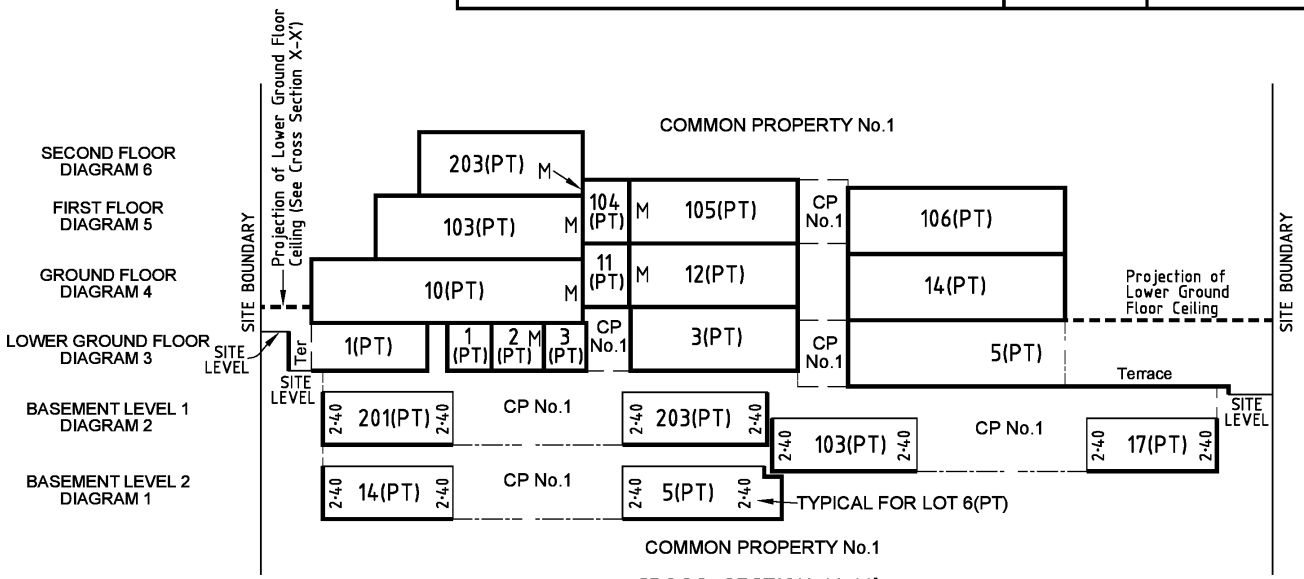
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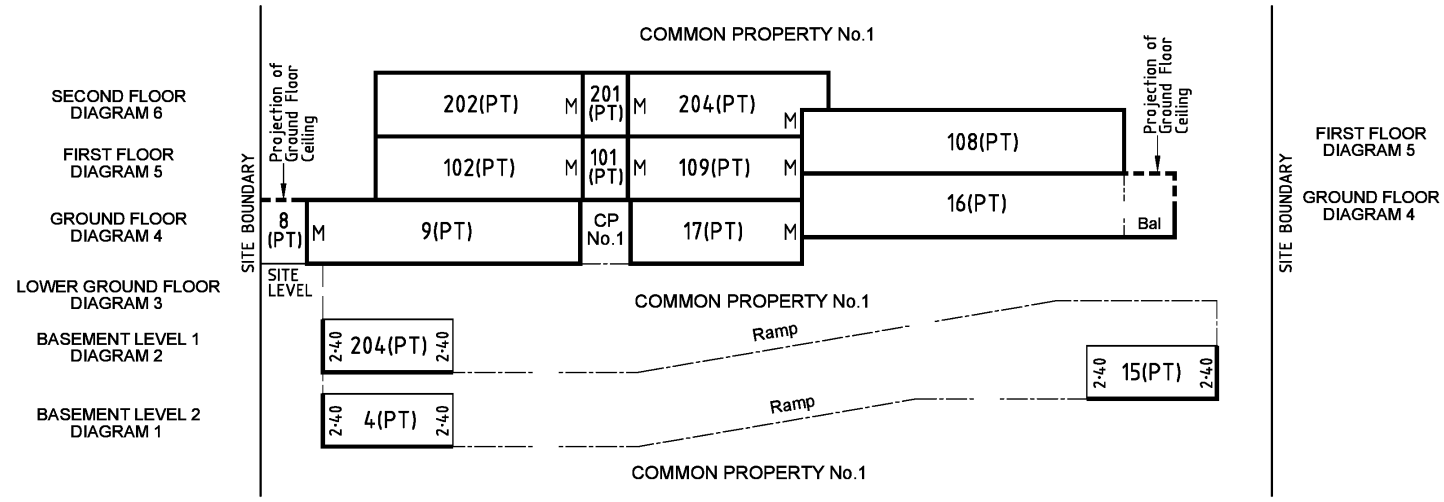
PLAN OF SUBDIVISION

Stage No. \

Plan Number **PS 710542D**



CROSS SECTION Y-Y'
NOT TO SCALE



CROSS SECTION Z-Z'
NOT TO SCALE

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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
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ORIGINAL SHEET SIZE	SCALE	SCALE
A3		LENGTHS ARE IN METRES

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SIGNATURE Digitally Signed DATE __/__/__

REF 12997 VERSION 2

Sheet 10

DATE __/__/__
COUNCIL DELEGATE SIGNATURE

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Plan of Subdivision PS710542D

Concurrent Certification and Statement of Compliance (Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S059938P
Plan Number: PS710542D
Responsible Authority Name: Manningham City Council
Responsible Authority Permit Ref. No.: PL14/024775
Responsible Authority Certification Ref. No.: SC14/006872
Surveyor's Plan Version: 2

Certification

☑ This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

☑ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

◉ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate:	Simone Boyd
Organisation:	Manningham City Council
Date:	13/08/2015

Signed by: Simone Boyd (Manningham City Council) 13/08/2015

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 04/10/2023 02:19:40 PM

OWNERS CORPORATION 1
PLAN NO. PS710542D

The land in PS710542D is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 17, 101 - 109, 201 - 204.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
SUITE 3.8 63 STEAD STREET SOUTH MELBOURNE VIC 3205

OC027363L 09/09/2015

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:
1. OC027364J 09/09/2015

Additional Owners Corporation Information:
OC027363L 09/09/2015

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	23	30
Lot 2	22	30
Lot 3	37	35
Lot 4	41	35
Lot 5	38	35
Lot 6	43	35

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: 04/10/2023 02:19:40 PM

OWNERS CORPORATION 1
PLAN NO. PS710542D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	22	30
Lot 8	22	30
Lot 9	27	30
Lot 10	27	30
Lot 11	37	35
Lot 12	37	35
Lot 13	42	35
Lot 14	36	35
Lot 15	36	35
Lot 16	40	35
Lot 17	39	35
Lot 101	38	35
Lot 102	23	30
Lot 103	23	30
Lot 104	35	35
Lot 105	36	35
Lot 106	40	35
Lot 107	36	35
Lot 108	39	35
Lot 109	39	35
Lot 201	38	35
Lot 202	21	30
Lot 203	21	30
Lot 204	42	35
Total	**1000.00**	**1000.00**

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 04 October 2023 02:11 PM

PROPERTY DETAILS

Address:	**15/5 CURLEW COURT DONCASTER 3108**
Lot and Plan Number:	**Lot 15 PS710542**
Standard Parcel Identifier (SPI):	**15\PS710542**
Local Government Area (Council):	**MANNINGHAM** www.manningham.vic.gov.au
Council Property Number:	**789741**
Planning Scheme:	**Manningham** Planning Scheme - Manningham
Directory Reference:	**Melway 33 F12**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BULLEEN**

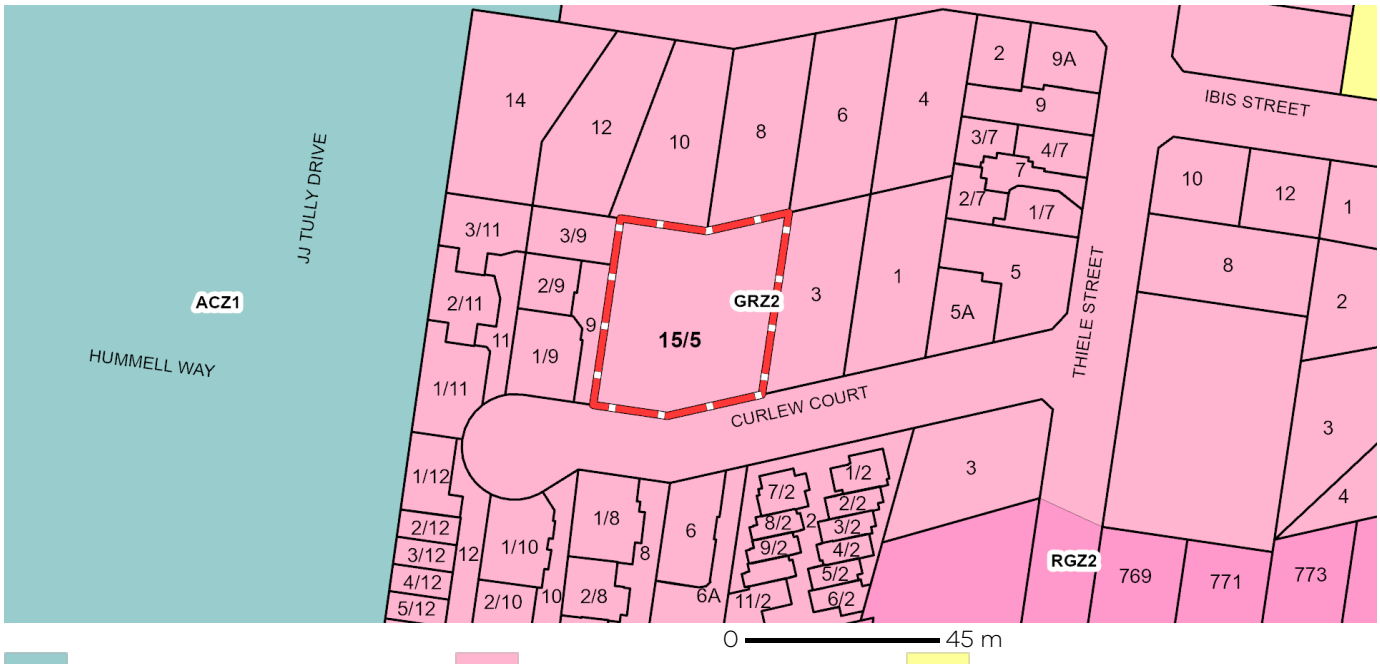
OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)



ACZ - Activity Centre **GRZ - General Residential** **PUZ2 - Public Use-Education**

RGZ - Residential Growth

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

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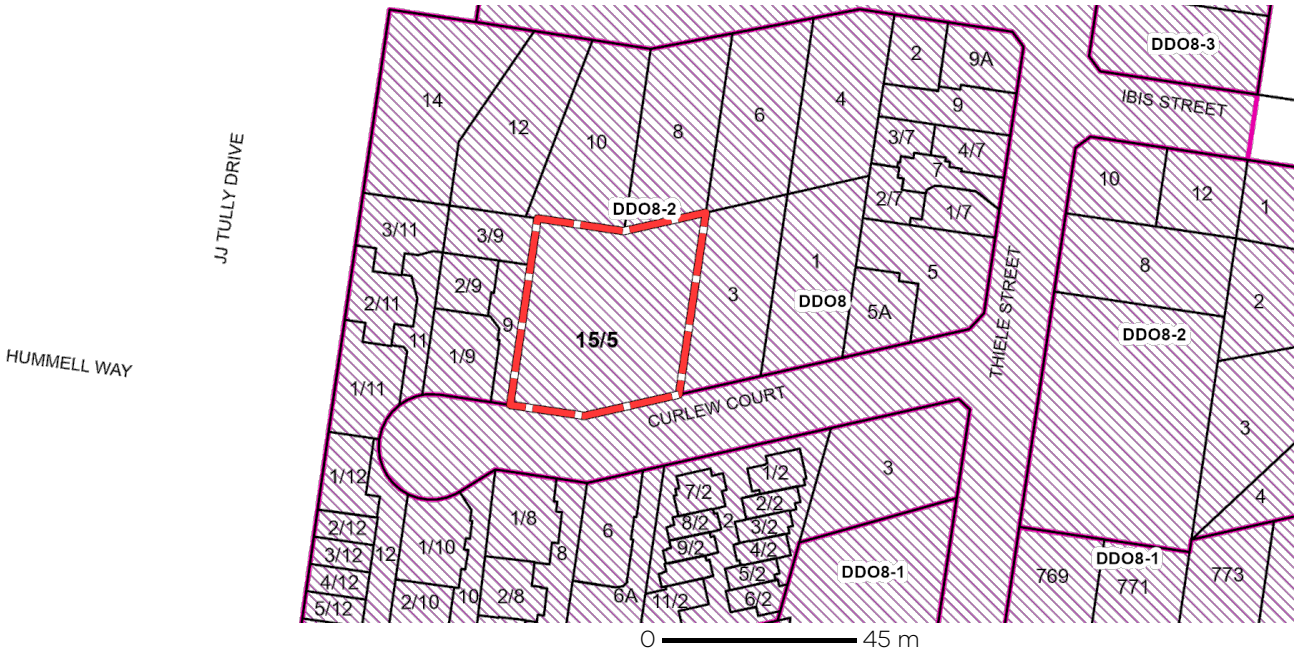
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-2 (DDO8-2)



DDO - Design and Development Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
PARKING OVERLAY (PO)



DCPO - Development Contributions Plan Overlay

PO - Parking Overlay

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 27 September 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

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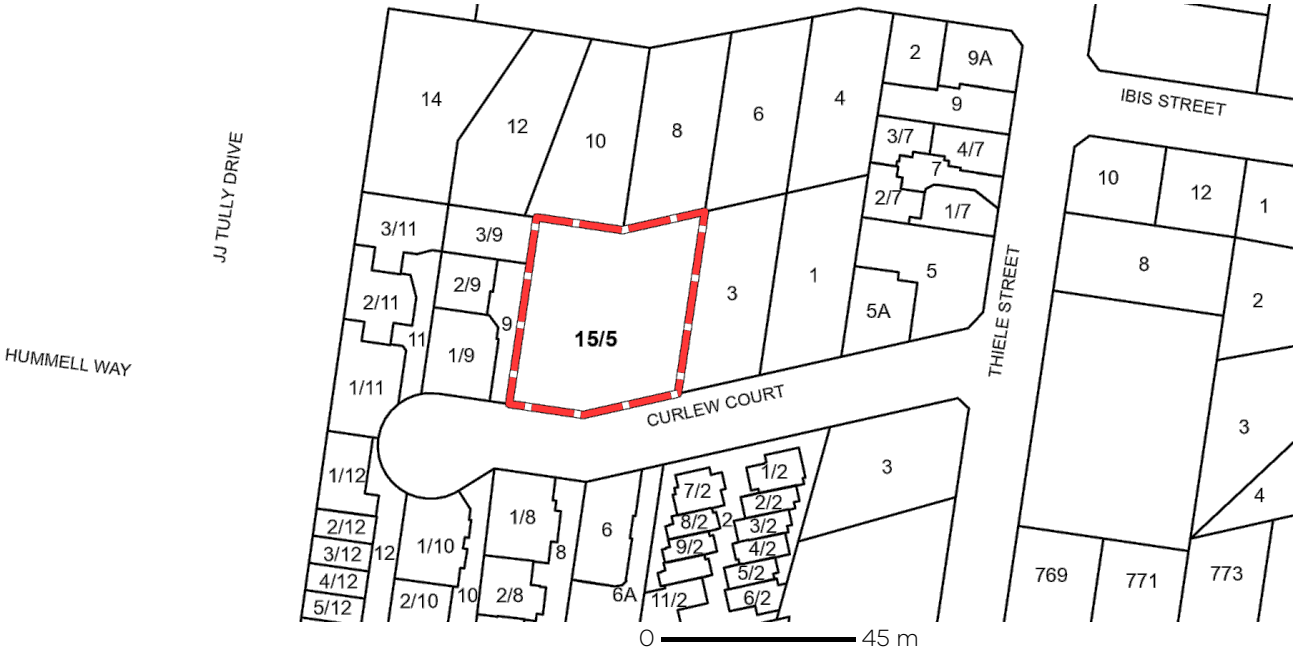
PLANNING PROPERTY REPORT

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)

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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 04 October 2023 02:10 PM

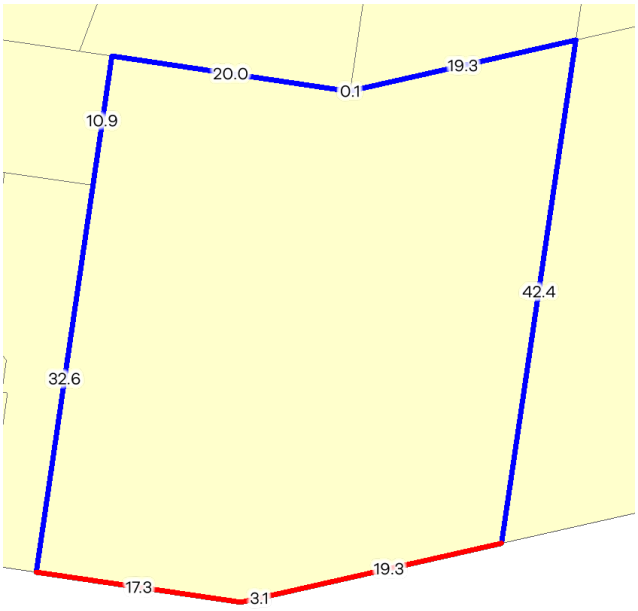
PROPERTY DETAILS

Address:	**15/5 CURLEW COURT DONCASTER 3108**
Lot and Plan Number:	**Lot 15 PS710542**
Standard Parcel Identifier (SPI):	**15\PS710542**
Local Government Area (Council):	**MANNINGHAM** www.manningham.vic.gov.au
Council Property Number:	**789741**
Directory Reference:	**Melway 33 F12**

Note: There are 31 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: 1638 sq. m
Perimeter: 165 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:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BULLEEN**

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.

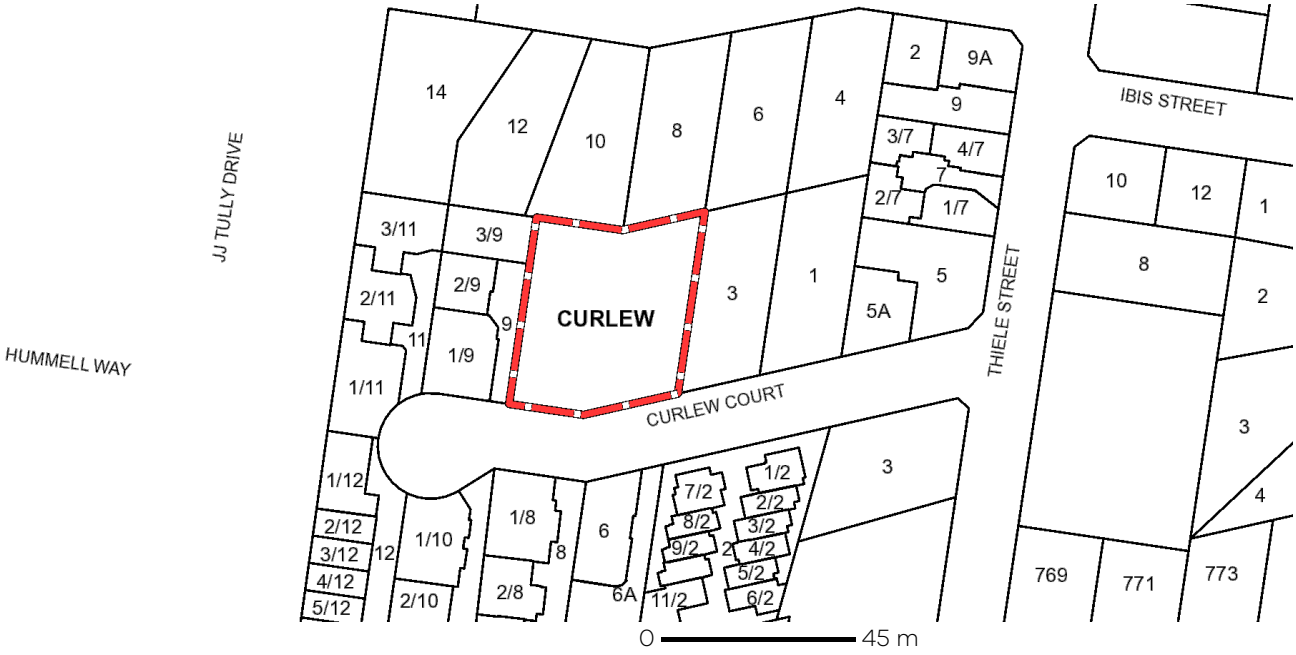
The Planning Property Report for this property can found here - Planning Property Report

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

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62

Account number	14 4056 2116
Invoice number	1448 0059 80273
Issue date	29 Jun 2023

Tax Invoice Yarra Valley Water ABN 93 066 902 501

MR A HENCZEL & MR R HENCZEL
C/O XYNERGY REALTY GROUP
19 STATION ST
OAKLEIGH VIC 3166

Amount due	Due date
$159.49	**20 Jul 2023**

List no. **46662**

Summary

UNIT 15 5 CURLEW CT, DONCASTER

Property Number 5081 084, PS 710542 MR A HENCZEL & MR R HENCZEL

Product/Service	**Amount**
Water Supply System Charge	$19.70
Sewerage System Charge	$112.45
Yarra Valley Water Total	**$132.15**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$27.34
TOTAL (GST does not apply)	**$159.49**

No water usage has been charged on this account.

Payment summary

Last Account	$157.73
Paid/Adjusted	-$157.73
Balance	$0.00
Total this Account	+$159.49
Total Balance	**$159.49**

Yarra Valley Water

How to pay

*3042 144800598027 3

Direct Debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **144019165**

BPAY®
Biller code: **344366**
Ref: **144 0562 1160**

Centrepay
Arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Credit card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **1448 0059 80273**

MR A HENCZEL & MR R HENCZEL

Account number	14 4056 2116
Invoice number	1448 0059 80273
Total due	**$159.49**
Due date	**20 Jul 2023**
Amount paid	$

Detail of charges

No water usage has been charged on this account.

Your charges explained

→ **Water supply system charge**

1 April 2023 - 30 June 2023
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ **Sewerage system charge**

1 April 2023 - 30 June 2023
A fixed cost for running, maintaining, and repairing the sewerage system.

→ **Other authority charges**

Waterways and drainage charge

1 April 2023 - 30 June 2023
Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

J112942

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit **yvw.com.au/concession.**

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:
Between 21-28 Jul 2023

PO Box 1, Doncaster, 3108
(03) 9840 9333
manningham@manningham.vic.gov.au

MANNINGHAM

Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2023 to 30 June 2024

027 0003812

A Henczel & R Henczel
C/- Xynergy Realty Group Oakleigh
19 Station Street
OAKLEIGH VIC 3166

TAX INVOICE
Date of issue: 24 July 2023
Property ID: **789741**

Amount Due:
$239.60

Due Date:
30 September 2023

eRates
To receive your notice via email please register at:
erates.manningham.vic.gov.au

Property details

15/5 Curlew Court
DONCASTER VIC 3108
Lot 15 PS 710542D Vol 11596 Fol 899

AVPCC: 125 - Strata unit or flat
Property Owner(s): A Henczel & R Henczel

Property valuation

Level of value date	1 January 2023
Valuation effective date	1 July 2023
Site value	$125,000
Capital improved value	$520,000
Net annual value	$26,000

Rates and charges

General Rate	0.00155331 x CIV $520,000.00	$807.70
Fire Service Levy Residential Fixed		$125.00
Fire Service Levy Residential Variable	0.000046 x CIV $520,000.00	$23.90

Payments or changes received after 14/07/2023 may not be included on this notice.
Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

Total **$956.60**

HOW TO PAY

See reverse for details

Option A Four instalments

30/09/2023	$239.60
30/11/2023	$239.00
28/02/2024	$239.00
31/05/2024	$239.00

Please see reverse for further details

Amount Due
$239.60

Option B 10 instalments
(DIRECT DEBIT ONLY)

15/09/2023	$92.60
16/10/2023	$96.00
15/11/2023	$96.00
15/12/2023	$96.00
15/01/2024	$96.00
15/02/2024	$96.00
15/03/2024	$96.00
15/04/2024	$96.00
15/05/2024	$96.00
17/06/2024	$96.00

Council Approved Direct Debit

Make direct debit payments in either four or 10 instalments from your nominated bank account. Apply online at **manningham.vic.gov.au/direct-debit-request-form**

Online payments

To pay your rates online, visit **manningham.vic.gov.au/pay-rates-online**

Payment Reference No:
7897416

BPAY
Biller Code:
1099
Reference No:
1007897416

Australia Post
13 18 16
Billpay Code:
0918
Reference No:
1752 5047 1

Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano فارسی العربية

5003812Q01 0003812 #87379

Remove slip and attach to your cheque/money order and make it payable to Manningham Council. Please note, receipts will not be issued for payments received by post.

Property ID
789741

Property address
15/5 Curlew Court DONCASTER VIC 3108

FIRST INSTALMENT $239.60

*918 175250471

When to pay

Option 1: Pay by four instalments
Four instalment amounts paid by the dates listed on the front page on this notice. This option can also be paid by Council Approved Direct Debit, please complete our online form.

Option 2: Pay by 10 instalments
This option is ONLY available by setting up a Council Approved Direct Debit. Please complete our online form to pay by this option. Instalment notices will not be issued if payment is made using this option.

Please note: We do not offer an option to pay in full on 15 February each year. You must pay all instalments by their due dates. For example, if you wish to make one payment each year – you need to do this by 30 September.

Payment difficulties
If you anticipate that you may have difficulty paying this account by the due date, please visit **manningham.vic.gov.au/rates-payment-plan**. This will provide you with an option to enter into a payment plan or defer payment of your rates. All payment plan requests must be made by completing a form. If you have any further enquiries, please contact Customer Service on 9840 9333.

Penalties for late payment
Overdue rates and charges (including arrears) will be charged penalty interest at the rate of 10% per annum. The interest rate to be charged is set under the *Penalty Interest Rates Act 1983.*

Arrears
Any arrears shown on the front of this notice are payable immediately and Council may take further action to recover the debt.

Pensioner rate concession
Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Fire Services Property Levy for your principle place of residence. If you have previously applied, you do not need to reapply unless this rebate does not appear on the front of the notice.

Low Income Health Care Card rate reduction
If you have a current Centrelink Low Income Health Care Card showing "LI" you may be eligible for a reduction on the current rates for your principal place of residence. An application to Manningham Council is required each year for this to be granted.

Allocation of payments
All payments will be allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates owing

Notice of valuation
The property described on the front of this notice has been valued as at 1 January 2023, those levels of value became effective for rating purposes from 1 July 2023. We use the capital improved value as the basis for calculation of the rate. Property valuations may also be used by other rating authorities for the purpose of a rate or tax.

For more information regarding valuations and their definitions, please visit: **manningham.vic.gov.au/property-valuations**

Objection to valuation
Any person who wishes to object to the property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered. Please visit **ratingvaluationobjections.vic.gov.au** to complete the form.

Regardless of any objection having been made, the rates and charges as assessed must be paid by the due date to avoid penalty interest charges.

Appeal against rates and charges
Under Section 184 of the *Local Government Act 1989*, aggrieved persons have a right to appeal to the County Court on the rates and charges on specific grounds within 60 days of this notice.

Rate capping
We have complied with the Victorian Government's rate cap of 3.5 per cent. The cap applies to the average annual increase of rates. Rate capping does not apply to individual properties, the cap is in relation to the total rates revenue we can collect.

The rates and charges for your property may have increased or decreased 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 inclusion of other rates and charges not covered by the Victorian Government's rate cap.

State Government Fire Services Property Levy
Council is required to collect money on behalf of the State Government for the Fire Services Property Levy (FSPL). This levy is passed on in full to the State Government to fund Fire Rescue Victoria. Further information can be found at **firelevy.vic.gov.au**

Change of details
Revenue Services must be notified in writing for any change of address. Please complete our online form by visiting **manningham.vic.gov.au/update-your-rates-details**
For a change of ownership, a Notice of Acquisition must be submitted.

Receiving your rate notice via email
To receive your rate notice via email, please visit: **erates.manningham.vic.gov.au**

Date rates declared, Tuesday 27 June 2023.

HOW TO PAY

Council Approved Direct Debit

Pay by four instalments: direct debits will be deducted on the instalment due dates. Savings or cheque accounts only.

Pay by 10 instalments: direct debits will be deducted over 10 monthly instalments.

Apply online at **manningham.vic.gov.au/direct-debit-request-form.** Alternatively, please call us on 9840 9333.

In person

Payments can be made at Australia Post; or

Manningham Civic Centre, 699 Doncaster Road, Doncaster. Office hours 8.00am to 5.00pm, Monday to Friday.

Online payments

To pay your rates online, visit **manningham.vic.gov.au/pay-rates-online**

Quote the Payment Reference Number shown on the front of this notice.

Australia Post

Payments can be made at Australia Post stores. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).

Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16.

Quote the Billpay Code and reference number shown on the front of this notice.

BPAY

Telephone and Internet Banking - BPAY®

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

Quote the Biller Code and Customer Reference Number shown on the front of this notice.

Mail

Make cheque payable to Manningham Council and cross 'Not Negotiable'.

Detach payment slip and mail with your cheque to: Manningham Council, PO Box 1, Doncaster, Vic 3108.

Owners Corporation 710542D
c/o Ace Body Corporate Management Kingston Commercial
ABN: 23 434 419 814
Suite 3.8, 63 Stead Street
SOUTH MELBOURNE VIC 3205
Ph: 03 9686 5522 Fax: 03 9686 5588
kingstoncommercial@acebodycorp.com.au

Adam Henczel & Regina Henczel
c/- Xynergy Realty - Oakleigh
19 Station Street
OAKLEIGH VIC 3166

Tax Invoice
ABN: 24 741 668 257

Date of Notice 06/07/2023

OWNERS CORPORATION FEE NOTICE

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

RE: Lot 15 - Unit 15, 5-7 Curlew Court DONCASTER VIC 3108.

Notice is hereby given by the Owners Corporation Plan of Subdivision 710542D pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Admin	Maintenance	Int/Disc	Paid	Due Date	Total
Levy contributions (01/08/23 - 31/10/23)	$918.75	$31.50	$0.00	$0.00	01/08/2023	$950.25

If you would prefer to receive your Fee Notices by email, please send a request to kingston.accounts@acebodycorp.com.au

No GST has been charged.

Total Amount Due $950.25

Interest will accrue daily on overdue fees and charges by 10.00% until paid
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.

PLEASE DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT IF SENDING A CHEQUE

DEFT PAYMENT SYSTEMS

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at **www.deft.com.au**.	BPAY	**Biller Code: 96503** **Ref: 253417323 27654**	**Account**: OC 710542D - 5-7 Curlew Court Doncaster **Owner**: Adam Henczel & Regina Henczel **OC: 710542D** **Lot No: 15**
	Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90 or Int ++612 8232 7395		Contact your financial institution to make a BPAY payment from your cheque or savings account.	
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne VIC 3001	POST billpay	Pay in person at any Australia Post Office, using Cash, Cheque or EFTPOS Payments made at Australia Post will incur a $0.00 DEFT processing fee	All Cheques must be made payable to: OC 710542D - 5-7 Curlew Court Doncaster

*496 253417323 27654

Total Due $950.25

DEFT Reference Number: 253417323 27654

+253417323 27654 < 000095025<3+

Owners Corporation Fee Notice

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporation Rules

Important information on fees and charges

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

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation 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 a 'Complaint to Owners Corporation' 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
At any time you can lodge a complaint with Consumers Affairs Victoria. 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

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 16 Owners Corporation Regulations 2018
Subdivision Act 1988
Owners Corporation Certificate

Owners Corporation 1 Plan No. PS710542D **Address: 5-7 Curlew Court, Doncaster Vic 3108**

Vendor: Adam Henczel, Regina Henczel **Reference:**
Purchaser: TBA

This certificate is issued for Lot 15 on Plan No. PS710542D
the postal address of which is P O Box 4144, McKinnon, Vic 3204

IMPORTANT: The information in this certificate is issued on 3 October 2023. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are $3,801.00 per annum paid quarterly, with $950.25 due on 1 November, 1 February, 1 May and 1 August of each year. (The annual contribution fee is subject to change depending on the budget set for the year).

2. The fees are paid up to 31 October 2023. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. Unpaid fees outstanding total Nil.

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

Due Date	Amount	Details
	Nil	

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

6. The body corporate presently has the following insurance cover

Name of the Company:	CHU Underwriting Agencies Pty Ltd
Policy No.	HU0043659
Kind of policy:	Residential Strata title
Building Cover:	$15,175,000
Public Liability Cover:	$20,000,000
Renewal Date:	25/08/2024

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

8. The total funds held by the owners corporation as at the last financial year of the owners corporation on 31 October 2022 are as follows:

Assets	$58,359.31
Liabilities	$22,281.82
Net surplus	$36,077.49

9. The Owners Corporation has no liabilities that are not covered by annual fees, special levies and repairs and maintenance.

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

11. The Owners Corporation has not made agreement to provide services to members and occupiers for a fee.

12. Notices or orders served on the owners corporation in the last 12 months that have not been satisfied:
    Nil

13. The Owners Corporation is not party to any proceedings or aware of any notices or orders which may give rise to proceedings.

14. The Owners Corporation has resolved to appoint Ace Body Corporate Management as the Manager for the Owners Corporation.

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

16. The following documents are attached:
    a. Copy of Minutes of the Annual General Meeting
    b. Copy of Special Rules
    c. Copy of Model Rules
    d. A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

Dated 3 October 2023

The common seal of Owners Corporation 1 Plan No PS710542D 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.





Larry Krowitz
Ace Body Corporate Management (Kingston Commercial)
P.O. Box 4144
MCKINNON VIC 3204
TEL: 9686 5522 FAX: 9686 5588
In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation

Further information can be obtained by an inspection of the owners corporation register

OWNERS CORPORATION 1 PLAN NO. 710542D
5-7 Curlew Court, Doncaster

MINUTES OF ANNUAL GENERAL MEETING
Held at 6:00pm on 13 December 2022 via Zoom

PRESENT

Lot No.	Members	Present	Apologies/Proxies
5	Gitali Chelleng Jana	Present	
6	Angela Mary Stuart	Present	
9	Maggie Jess Emmins	Present	Proxy ifo David Ellis
13	Friedhelm Heinrich Schlatt & Brigitta Schlatt	Present	
16	Pat Perri & Mary Perri	Present	
106	David Frank Ellis & Patricia Margaret Ellis	Present	
108	Jayamalar Dunstan	Present	Proxy ifo Jillian Dunstan

IN ATTENDANCE:
Larry Krowitz and Brenda Krowitz from Ace Body Corporate Management (Kingston Commercial).

APPOINTMENT OF CHAIRMAN: It was resolved that Brenda Krowitz be appointed chairperson of the meeting.

Moved by: Lot 106	**Seconded by:** Lot 13	
For: 5	**Against:** 0	**Outcome:** Passed

QUORUM: As less than 50% of the members were represented at the meeting in person or by proxies an interim meeting was declared. The Meeting could proceed but any decisions made would be interim decisions. Members have 28 days to object to the resolutions made at the meeting. If 25% of members object then another meeting will be called. If after the 29 days no objections have been received all resolutions made at the meeting stand.

ENTITLEMENT TO VOTE: Only financial members may vote.

VOTING METHOD: It was resolved that voting will be by show of hands.

CONFIRMATION OF MINUTES: A motion was moved to approve the minutes of the Annual General Meeting held on 7 December 2021 as true and correct.

Moved by: Lot 13	**Seconded by:** Lot 106	
For: 5	**Against:** 0	**Outcome:** Passed

MANAGER'S REPORT:
The manager advised that in terms of the amendments to the Owners Corporation Act that came into effect on 1 December 2021 the owners corporation is classified as a Tier Three owners corporation.
The manager reported that she has attended to the following:

- Addressed several letters to members and occupiers in respect of various matters.
- Liaised with members, occupiers and service providers on a regular basis.
- Maintained the Owners Corporation's register
- Liaised with Waste Wise Environmental in regard to the waste removal services
- Liaised with Recom Cleaning on a number of occasions regarding the cleaning of the interior common property
- Liaised with members in respect of fee notices.
- Liaised with members and managing agents in regard to parking on common property and in car spaces.
- Arranged for quotations on renewal of the property insurance.
- Attended to requests for Certificates of Currency
- Attended to Owners Corporation Certificates.
- Attended to requests for new and/or replacement keys and remotes.

- Arranged for collection of outstanding debts.
- Arranged for the plumber to carry out routine maintenance inspections, including clean out of stormwater pits and strip drains.
- Liaised with residents and managing agents in regard to noise complaints.
- Arranged for collection of hard waste.
- Arranged for the plumber to attend and carry out an annual test on the backflow prevention devices and submission of associated paperwork to Yarra Valley Water.
- Liaised with Anchored Certification in regard to the annual certificate of compliance of Fall Arrest systems.
- Attended to correspondence with real estate agents for the installation of “For Sale/Lease” boards.
- Arranged for repairs to the garage door.
- Liaised with UnisonCG, Steve Watson & Partners, ARC3, Manningham Council, Honan Insurance and the committee in relation to cladding replacement.
- Liaised with UnisonCG, Buildcorp Commerical, BGSM, Manningham Council and OTS Fire Protection in relation to ESM compliance.
- Liaised with residents in relation to utility connections and move-in instructions.
- Arranged for a plumber to attend to water leaks. Arranged for repairs of resultant damage as necessary.
- Arranged for an insurance valuation to be carried out as resolved at the last Annual General Meeting and the building sum insured to be increased in terms thereof.
- Liaised with the committee in relation to overflowing bins and arranged for a sign to be placed in the bin room.
- Arranged for the installation of an additional CCTV camera.
- Liaised with a resident, agent and Honan Insurance in relation to vehicle damage resulting from debris falling from the car park wall.
- Arranged for repairs to the east wall in the car park.
- Arranged for Kone to attend to a broken handrail in the lift.
- Liaised with an agent in relation to broken glass panels.
- Arranged for isolation of the smoke detectors.

The Manager thanked the Committee, Maggie Emmins, Pat Perri, David Ellis and Angela Stuart, for their valuable assistance.

The Manager further reported that:
- In terms of the Owners Corporations Act 2006 managers are required to register with the Business Licensing Authority, which the manager has done
- The manager has Professional Indemnity Insurance of $5,000,000.00 and the Owners Corporations Act 2006 only requires $2,000,000.00.

COMMITTEE REPORT: No report was tabled.

GRIEVANCE COMMITTEE REPORT: No report was tabled.

APPOINTMENT OF COMMITTEE OF MANAGEMENT AND GRIEVANCE COMMITTEE:
A motion was tabled that in accordance with sections 100 and 101 of the Owners Corporations Act the following members be elected to the Committee of Owners Corporation 1 and be granted the powers and functions set out in section 4 of the Owners Corporations Act: Maggie Emmins, Pat Perri and David Ellis.
The Members of the Owners Corporation resolved by ordinary resolution to elect Pat Perri and David Ellis as joint Chairpersons.

Discussion was held regarding the Office Bearers’ Liability insurance cover of $2,000,000.

The Members of the Owners Corporation further resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporations Act 2006 Section 11, except where a special or unanimous resolution or any decision regarding the termination of the Manager as set out in section 8.1.2 of the Contract of Appointment is required.

It was also proposed that the Members of the Committee will be members of the Grievance Committee.

Moved by: Lot 108		**Seconded by:** Lot 5
For: 6	**Against:** 0	**Outcome:** Passed

INSURANCE (Regulations 212,213,214,215)
The Manager advised that the property is insured with CHU Underwriters through Honan Insurance Group.
The current cover is as follows:

Building	$15,175,000
Common Area Contents	$151,750
Loss of rent/temp accommodation	$2,276,250
Legal liability	$20,000,000
Voluntary workers	$200,000/2,000
Fidelity guarantee	$250,000
Office Bearers' Liability	$2,000,000
Machinery Breakdown	$100,000
Catastrophe Cover	Not Insured
Audit costs	$25,000
Workplace Health & Safety Breaches	$100,000
Legal defence	$50,000
Lot owners' fixtures and fittings	$250,000
Flood	Insured
Floating Floors	Insured
Excess: Standard	$1,000

Declaration of Remuneration: Members acknowledge the disclosure of the Manager that in accordance with the Appointment of Management contract that the commission available to Honan Insurance Group Pty Ltd is shared with the Manager as a fee for service relating to the referral of business and assistance in providing a fully staffed and managed Insurance Claims Department, and this amounts to the sum of 20%.

The Manager advised that she obtained the following insurance quotations through Honan Insurance Group on renewal of the policy:

CHU - Premium $20,357.38 (Excess $1,000)
Longitude - Premium $23,995.07 (Excess $1,000, Legal Defence $1,000 + 10% cont.)

Chubb, SCI, QUS declined to quote as the risk falls outside their underwriting guidelines.

It was discussed that the cladding has been removed and a Certificate of Final Inspection has been received from the surveyors. The owners corporation is awaiting Fire Rescue Victoria to submit their clearance and thereafter the removal of the building order.
The manager noted that the insurer has been advised that the cladding replacement works have been completed resulting in a refund of portion of the insurance premium amounting to $617.03.

The manager noted that in terms of the amendments to the Owners Corporation Act which came into effect on 1 December 2021 the owners corporation is classified as a Tier Three owners corporation and is required to have an independent insurance valuation every 5 years. An independent insurance valuation of the property was last carried out in 2021.

It was resolved that the insurance cover be left unchanged.
It was further resolved that a Standing Direction be given to the Manager to renew the insurance at the current limits of cover.

Strata insurance policies generally cover material damage as a result of an insured exposed loss to the building structure. The policy also generally extends to provide cover for the fixtures, fittings and improvements which form part of the building.
Note, coverage is as per policy terms, conditions and exclusions – standard insurance exclusions such as failure due to wear & tear, gradual deterioration, age, lack of maintenance apply.

Members are advised that carpets are not covered by the owners corporation insurance, and that whilst the owners corporation has insurance on the building and for public liability over the common areas this insurance does not extend to the inside of members lots, balconies, car park lots and storages cages. Owners/residents are advised not to store valuable items in the storage cages. It is therefore important that members organize their own insurance, whether it is Unit Personal Contents Insurance or Landlord's Contents Insurance.
Members are advised that should an insured event occur which relates to specific lots and not the common property, the owner of the lot will be liable for any excesses applicable.

Moved by: Lot 16		**Seconded by:** Lot 106
For: 6	**Against:** 0	**Outcome:** Passed

OCCUPATIONAL HEALTH & SAFETY
The members agreed that no Occupational Health and Safety audit be carried out.
Members must notify the Manager of any lights on common property not working, spills, trip hazards, fallen trees or low branches, security or alarm system failures or other hazards, presenting a risk to residents.
The Manager brought attention to the fact that smoke detectors are now mandatory inside all units and must be operational. Members must ensure that this requirement is inserted in lease agreements if the property is tenanted. Batteries must be changed every 6 months.

Moved by: Lot 13		**Seconded by:** Lot 16
For: 6	**Against:** 0	**Outcome:** Passed

ESSENTIAL SERVICES
The Manager advised that OTS Fire Protection Services Pty Ltd attends to the inspection and testing of the following:
- Exit Doors
- Path of Travel
- Fire Extinguishers (PFE)
- Fire Sprinkler System & Pump Set
- Fire Hydrants & Hose Reels
- Emergency Lighting / Exit Signs
- Fire Rated Structures
- Penetrations in Fire Rated Structures
- Fire Indicator Panel & Occupant Warning System(s).
- Evacuation Drawings/ Plans,
- Mechanical Ventilation & Pit Pump,
- Annual Hazard & Statutory Signage

OTS Fire Protection Services Pty Ltd prepare and provides the owners corporation with an Annual Essential Measures Report.

The manager advised that prior to any internal renovations including, but not limited to, painting be carried out the manager's office must be notified. This will enable the manager to investigate if the common area smoke alarms need to be isolated to prevent false alarms. The manager advised that if a false alarm occurs as a result of renovations or from smoke coming from an individual unit, and the Metropolitan Fire Brigade attends, MFB may charge the occupier a fee in excess of $2,000.00. The manager further advised that if the Lot is tenanted, it is imperative that the occupiers are advised of the above.

The manager further advised that the below best practice and fire safety check list be checked on a regular basis:
- Ensure all smoke alarms are in place, not obstructed and in working order.
- Adopt good housekeeping measures to ensure combustible waste or combustible materials are not stored at ground level or on any balcony.
- Remove any waste or combustible materials near the cladding or any temporary barriers, such as combustible blinds or awnings.
- Be familiar with fire safety procedures and your building's fire plans for escape.

The manager also advised of the following recommendations regarding fire safety on balconies:
- Keep balcony furniture away from exterior walls.
- Keep goods, materials and clothes drying on a balcony a safe distance of 1 metre clear of air conditioning units.
- Where a barbeque is allowed, maintain a safe distance of 50cm from exterior walls, separating walls, anything else that could burn, as well as any electrical ignition sources.
- Store gas bottles outside and upright away from heat sources.
- Smokers should use heavy, high-sided ashtrays made from glass, enamel or metal to prevent them from tipping over and cigarettes should be fully extinguished.

GENERAL MAINTENANCE
Building Maintenance / Housekeeping:
The manager advised:
- The Owners Corporation office must be advised when a resident is moving in or vacating the property, as lift covers must be installed in the lift. It was discussed that the committee want to be notified of residents moving in and out of the property.
- All balcony floor drains must be kept completely free of debris at all times. This is an owner/resident responsibility.

- Dog owners are reminded that the common areas are not to be used to exercise pets, including the common area hallways and foyers.

Façade and Windows:
It was discussed that the façade of the building and the inaccessible windows need to be cleaned.
It was agreed that the cleaning contractor meet with David and Jillian in this regard.

Carpark Cleaning:
It was discussed that there is a buildup of dirt and grime in the carpark on top of the air conditioning units, the pipework and the gate area. It was agreed that David meet with Dimi from Recom Cleaning in this regard.

Carpark Entrance:
It was discussed that the metal grate at the entrance to the carpark is loose and making a noise when driven over and requires tightening.

Lift Handle:
It was discussed that the lift handle has now been replaced twice. It was suggested that it be replaced with a metal handle if replacement is required again.

FINANCIAL STATEMENTS:
The financial statements for the year ended 31 October 2022 were discussed.
A motion was moved to accept the financial statements for the year ended 31 October 2022 as a true and correct record.

Moved by: Lot 16		**Seconded by:** Lot 108
For: 7	**Against:** 0	**Outcome:** Passed

ANNUAL BUDGET:
The budget for the year ending 31 October 2023 already circulated to members was discussed.
Some members requested that the levies payable be left unchanged.
A motion was moved to accept the budget and levies payable as follows:
- $105,000.00 in respect of the Administration Fund
- $3,600.00 in respect of the Maintenance Fund

It was further resolved that the increase in levies be effective from the next levies payable.

Moved by: Lot 16		**Seconded by:** Lot 108
For: 4	**Against:** 3	**Outcome:** Passed

DEBT RECOVERY:
Debt recovery was discussed. It was noted that there is one lot way in arrears.
One other lot was sold during the year and the outstanding fees were recovered on settlement.

PENALTY INTEREST:
In accordance with section 29 of the Owners Corporations Act 2006 it is proposed the Owners Corporation may charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.

Moved by: Lot 16		**Seconded by:** Lot 13
For: 7	**Against:** 0	**Outcome:** Passed

COSTS
It is resolved that the costs incurred by Owners Corporation 1 Plan No. 710542D in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006 will be fully recoverable from the indebted owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

Moved by: Lot 16		**Seconded by:** Lot 108
For: 7	**Against:** 0	**Outcome:** Passed

CLOSE
There being no further business the meeting closed at 7:15 pm.

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Owners Corporation Notification of Making Rules

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

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19/08/2015 $59.80 OCR

Lodged by

Name:	Maddocks
Phone:	03 9258 3555
Address:	140 William Street, Melbourne, VIC, 3000
Reference:	MAN:MYG:5977959
Customer Code:	1167E

Applicant: *(full name and address including postcode)*

Penbury Lodge Pty Ltd ACN 080 142 141 of 23 Shierlaw Avenue, Canterbury, Victoria, 3126

Plan No.: PS710542D Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 18/08/2015

Signature of Australian Legal Practitioner under the Legal Profession Uniform Law (Victoria) for applicant:

MICHAEL KEITH McDONALD
140 William St Melbourne 3000
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law(Victoria).

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Owners Corporation Rules for PS628110S
(Owners Corporation No. 1)
5-7 Curlew Court, Doncaster, Victoria

RULES made pursuant to Section 138(1) of the Owners Corporation Act 2006

Part 1 – Definitions and Interpretation

Definitions

In these rules, the following words have the following meanings:

Additional Rules means the additional rules contained in Part 3 of these rules.

Building means the building situated at and known as Curlew Apartments, 5-7 Curlew Court, Doncaster, Victoria.

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the Building.

Cleaning Apparatus means any cleaning apparatus used for the purpose of cleaning and maintaining the outside windows of the Building.

Common Property means the all or any relevant part of the common property on the Plan of Subdivision from time to time, being Common Property No. 1.

Common Property No. 1 means common property no. 1 on the Plan of Subdivision.

Land means all of the land within the Plan of Subdivision.

Lots means the lots on the Plan of Subdivision.

Manager means a manager of an Owners Corporation appointed in accordance with section 119 of the *Owners Corporation Act (Vic)* 2006.

Members means the members of the Owners Corporation, and, where the context permits, includes all occupiers of that Member's Lot, any tenant, sub-tenant or licensee of that Lot, and any employee, agent, contractor, consultant or invitee of that Member, occupier, tenant, sub-tenant or licensee.

Model Rules means the model rules contained in schedule 2 of the Owners Corporation Regulations 2007.

Owners Corporation means Owners Corporation No. 1.

Plan of Subdivision means Plan of Subdivision No. PS 710542D.

Planning Scheme means the Manningham Planning Scheme and includes any document which is replacement of or substitute for that scheme.

Security Key means key, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

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Interpretation

In these rules unless the context indicates a contrary intention:

(a) headings are for convenience only and shall not affect interpretation;

(b) words denoting any gender shall include all genders;

(c) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other body corporate and any governmental authority;

(d) a reference to a person includes a reference to the person's trustees, guardians, executors, heirs, beneficiaries, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(e) a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation;

(f) a reference to an Owners Corporation includes any elected committee and Manager of the Owners Corporation that has been duly appointed and delegated by the relevant Owners Corporation to carry out the relevant rights, powers or obligation of the Owners Corporation that has been duly appointed and delegated by the relevant Owners Corporation to carry out the relevant rights, powers or obligation of the Owners Corporation;

(g) a reference to a corporation means and includes its liquidators, receivers, receivers and managers, administrators and controllers;

(h) the obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given;

(i) if any term, clause or provision of these rules or part thereof shall be or be deemed or judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other term, clause or provision of these rules, except to the extent necessary to give effect to such invalidity;

(j) any provision of these rules which is illegal or unenforceable shall be ineffective to the extent of such illegality, voidness or unenforceability without invalidating the remaining provisions; and

(k) if there is any inconsistency between the Model Rules and the Additional Rules, the Additional Rules prevail to the extent of the inconsistency.

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Part 2 - Rules

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

(a) 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.

(b) This rule does not apply to:

(i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes provided that such chemicals, liquids, gases or other materials are used and stored in accordance with all laws and any reasonable requirements of the Owners Corporation; or

(ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

2. Management and Administration

2.1 Metering of services and apportionment of costs of services

(a) 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.

(b) 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.

(c) Subrule (a) does not apply if the concession or rebate:

(i) 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

(ii) is paid directly to the Lot owner or occupier as a refund.

3. Use of Common Property

3.1 Use of Common Property

(a) 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.

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(b) An owner or occupier of a Lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.

(c) An approval under subrule (b) may state a period for which the approval is granted.

(d) 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.

(e) An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.

(f) Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on Common Property

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

(a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or

(b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or

(c) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation or any car parking space forming part of a Lot owned, occupied, leased or licensed by that owner or occupier.

3.3 Damage to Common Property

(a) An owner or occupier of a Lot must not damage or alter the Common Property without the written approval of the Owners Corporation.

(b) 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.

(c) An approval under subrule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(d) 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.

(e) The owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of Lots

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

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

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5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on Common Property

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

5.2 Noise and other nuisance control

(a) 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.

(b) Subrule (a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6. Dispute resolution

(a) The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the Owners Corporation.

(b) The party making the complaint must prepare a written statement in the approved form.

(c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

(d) 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.

(e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

(f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(h) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

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Part 3 - Additional Rules

A. NEGATIVE OBLIGATIONS

1. Use of Common Property and Lots

A Member must not:

1.1 damage, deface or obstruct any entrances, passages, stairways, landings, pathways, skylights or other part of the Common Property, or use them for any purpose other than the purpose for which they are provided;

1.2 obstruct the lawful use and enjoyment of the Common Property by any person entitled to use the Common Property;

1.3 obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or on the Land, or permit any fire appliance, cupboard, stairway, common walkway (paths of travel) or landing in the Building or on the Land to be obstructed;

1.4 use any fire appliance or fire equipment in the Building or on the Land for anything other than extinguishing a fire. In particular, but without limitation, fire hose reels must not be utilised to wash vehicles, hose down paths or for any other reason other than to extinguish a fire;

1.5 enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area within the Common Property without the prior written consent of the Owners Corporation;

1.6 use a Lot or the Common Property in a manner that would contravene the Planning Scheme, any laws, these rules or any requirements or restrictions included on the Plan of Subdivision;

1.7 use or permit a Lot or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Building or may cause a nuisance or a hazard to the health and safety of an owner, occupier or user of another Lot;

1.8 smoke or allow any of its employees or visitors to smoke within the Common Property;

1.9 dispose of any cigarette butts or ash on the Common Property;

1.10 consume alcoholic beverages on the Common Property without the prior written consent of the Owners Corporation, and then in accordance with any terms or conditions of such consent;

1.11 use for personal use any Owners Corporation electricity or other utilities supplied to the Common Property without the prior written consent of the Owners Corporation;

1.12 allow any part of the Lot to become unreasonably untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building.

2. Vehicles, Driveway, Car Parking Areas & Bicycles

A Member must not:

2.1 park or leave a vehicle or permit a vehicle to be parked or left on the Common Property. A charge of $50 plus GST per hour, or such greater amount as may be specified by the Owners Corporation from time to time will apply to each infringement of this rule;

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2.2 bicycle, rollerblade, skateboard, roller skate, or play ball games in the any part of the Common Property;

2.3 store any private items or materials other than a motor vehicle on any car parking space within the Building without the prior written consent of the Owners Corporation, and then only in accordance with any terms and conditions of such consent;

2.4 install any storage boxes on any car parking space forming part of a Lot unless the storage box:

(a) has first been approved in writing by the Owners Corporation;

(b) is erected and maintained in such a position that enables a motor car to be parked within that carparking space and does not interfere with;

(i) the use of, or encroach onto, any other Lot or Common Property; or

(ii) lighting or access to services within the Building;

(c) is maintained in good clean order and condition at all times; and

(d) is not affixed to the Building except in the manner first approved by the Owners Corporation;

2.5 store any items on any storage space forming part of a Lot except within a storage box or facility which has first been approved in writing by the Owners Corporation. A Member must ensure that any such storage box or facility:

(a) is erected and maintained in such a position that does not interfere with;

(i) the use of, or encroach onto, any other Lot or Common Property; or

(ii) lighting or access to services within the Building;

(b) is maintained in good clean order and condition at all times; and

(c) is not affixed to the Building except in the manner first approved by the Owners Corporation;

2.6 store or place any bicycle, motor cycle or scooter, or any other private materials or goods, on or in the Common Property, without the prior written consent of the Owners Corporation, and then only in accordance with the terms and conditions of any such consent;

2.7 access the bike storage area without a Security Key. The Members acknowledge that any bikes or other items stolen from any storage area provided by the Owners Corporation are not the responsibility of the Owners Corporation and any person who utilises the any storage area provided by the Owners Corporation does so at their own risk;

2.8 allow any build up or discharge of oil or any other fluids from any vehicle within the Building and ensure that all car parking surfaces within the Member's Lot, or other areas affected are immediately cleaned and free of any discharge or oil or other fluids from any vehicle owned or used by a Member or Owner or occupier of the Member Lot;

2.9 wash or service any vehicle or machinery within the Building or the Land;

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2.10 use car parking spaces allocated for visitors parking for more than 24 hours without the prior written consent of the Owners Corporation;

2.11 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Owners Corporation from time to time;

2.12 permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation for such purpose and fitted with bicycle racks from time to time.

3. Noise

A Member must not:

3.1 create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property or another Lot unless the Owners Corporation has given prior written consent for the noise to be made;

3.2 make or permit to be made noise from music or machinery which may be heard outside the Member's Lot before 8am and after 10pm on any Monday, Tuesday, Wednesday or Thursday or after 11pm or any Friday, Saturday or Sunday;.

3.3 use washing machines, vacuum cleaners, tumble dryers or dishwashers are not to be used between the hours of 11pm and 7am.

4. Balconies, Windows and Outward Appearance

A Member must not:

4.1 hang or place on or from any balcony or in or from any window of a Lot, or in the Common Property, anything which adversely affects the appearance or state of repair of a Lot or the Common Property, or which may otherwise affect the use and enjoyment of the Lots or the Common Property by other Members or users of the Land or the Building;

4.2 use any balcony of a Lot as storage;

4.3 keep any plant, planter box, tree, shrubs, BBQ or any other items on a balcony or open land forming part of a Lot without the prior written consent of the Owners Corporation;

4.4 keep or allow anything to be kept on any balcony or any part of the exterior of a Lot after being given notice by the Owners Corporation to remove the item after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affects the use and enjoyment of the, Lots or the Common Property by other Members or users of the Land and Building;

4.5 tint, or install external blinds or fittings of any description to the windows of a Lot without the prior written consent of the Owners Corporation;

4.6 install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, antenna, satellite dish, security door, bars, grills or fly wire screen) which extends outside the boundaries of a Lot without the prior written consent of the Owners Corporation;

4.7 construct or erect any sheds, kennels or structures of any nature or description on any balcony of a Lot or place on balcony of a Lot any spas, hot tubs or other items which may be

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of a weight that might adversely affect the appearance or state of repair of a Lot or the Common Property without the prior written consent of the Owners Corporation;

4.8 operate on a Lot any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, or another Lot;

4.9 install or operate any intruder alarm within a Lot which emits an audible signal;

4.10 place, display or hang any chattel or item on or from a balcony or a Lot without the prior written consent of the Owners Corporation;

4.11 install any pipes, wiring, cables or the like to the external face of the Building;

4.12 alter, damage, remove or attach anything to any screens on the balcony of a Lot, and must permit the Owners Corporation (and any persons authorised by the Owners Corporation) to access that Member's Lot to enable the Owners Corporation to inspect, maintain, repair or replace any such screens. If a Member has caused or contributed to any damage to any such screens, that Member must pay or reimburse to the Owners Corporation on demand the costs incurred by the Owners Corporation in rectifying such damage.

5. Signs, Blinds & Awnings

A Member must not:

5.1 display publicly on any Lot or on the Common Property, including any noticeboard within the Common Property, any placard, sign or advertisement of any kind, except with the prior written consent of the Owners Corporation. The consent of the Owners Corporation will not be:

(a) unreasonably withheld to any placard, sign or advertisement proposed to be erected on a Lot A that relates to the business conducted on that Lot, and is consistent with the signage guidelines approved by the Owners Corporation from time to time;

(b) required for any placard, sign or advertisement:

(i) required to be erected by law; or

(ii) proposed to be erected on Lot A on the Plan of Subdivision (or any Lot created by any subdivision of Lot A);

5.2 install any awnings, blinds or curtains except with the prior written consent of the Owners Corporation. As at the date of these rules, the Owners Corporation has approved the installation of items referred to in Schedule 1 of these rules;

5.3 erect any "for sale" or "for lease" "for licence" boards or signs of any description on the Common Property without the prior written consent of the Owners Corporation, and then only in accordance with the terms and conditions of any such consent;

5.4 erect any car park signage, except with the prior written consent of the Owners Corporation;

5.5 tamper with any signage, display cases or tenancy or business boards in Common Property;

5.6 install, erect, paint, affix or maintain anything (including any advertisement or notice) on the inside or the outside of the Lot which is, in the Owners Corporation's reasonable opinion,

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incongruous or unsightly or which may detract from the general appearance of the Lot, the Common Property or the Building;

5.7 install in or on the Lot, the Common Property, the Building sandwich boards, or distribute handbills or advertising within the Common Property.

6. Waste and Garbage

A Member must not:

6.1 put any garbage or refuse anywhere on the Common Property other than in garbage bins or rubbish chute designated by the Owners Corporation;

6.2 put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;

6.3 put any waste or garbage in Owners Corporation garbage bins or rubbish chute unless securely tied in a plastic bag; Store or keep waste or garbage other than in properly tightly secured receptacles in an area specified for such purpose by the Owners Corporation;

6.4 deposit any items or articles of rubbish including but not limited to any items of a non-household or commercial food preparation nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation;

6.5 burn any rubbish or waste in or upon the Lot or the Common Property;

6.6 throw, drop, or let fall any article or substance from or out of a Lot or the Common Property;

6.7 put any waste or garbage in any rubbish chutes between midnight and 6.00am on any day.

7. Security

A Member must not:

7.1 permit any Security Key provided by an Owners Corporation to be held by or used by any person other than the Member;

7.2 duplicate any Security Key;

7.3 keep any Security Key on a key ring or in a container which has any identification with the Building;

7.4 permit any person to enter the residential areas of the Building unless that person is known to a Member of a Lot affected by Owners Corporation No. 1;

7.5 prop or wedge open any security door or window within the Building;

7.6 access the car park area of the Building without using the remote control system or by following another vehicle in;

7.7 leave any external doors of the Building open after entry or exit or leave any windows which give access to Common Property open after leaving the relevant area.

8. Use of Lifts

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Subject to rules 11 and 12, a Member must not:

8.1 use a lift within the Building for any other purpose other than to gain pedestrian access to his or her Lot;

8.2 hold any lift doors, or prevent any lift doors from closing, for any period of time so as to interfere with the normal operation of the lifts;

8.3 press the alarm or stop button in any lifts except in an emergency situation;

8.4 press any button in any lifts other than the one representing the floor or level that the lift is required to stop at.

9. Access to Lots

A Member must not refuse or impede access by an Owners Corporation, or any person authorised by an Owners Corporation, for the purpose of installing, servicing or removing any pipes, ducts or other equipment within the Building, or cleaning or repairing any external windows or other external surfaces of the Building.

10. Behaviour of Invitees

A member must not:

10.1 use language or behave in a manner, including by sexually harassing or racially discriminating, that is likely to cause offence or embarrassment to, or which is likely to interfere with the peaceful enjoyment of, an owner or occupier of another Lot of any person lawfully using the Common Property;

10.2 fail to accept liability for, and must compensate the Owners Corporation for, all damage to the Common Property caused by the Member;

10.3 use the Common Property other than to gain access to, or to exit, the Building, or for any other purposes approved by the Owners Corporation from time to time.

11. Moving In and Moving Out Policy

A Member must not move furniture or bulky items through the Common Property:

11.1 unless it has first advised the Owners Corporation at least 48 hours prior to doing so;

11.2 outside 9.00am – 4.00pm on Mondays to Fridays or on public holidays, unless first approved in writing by the Manager;

11.3 via any stairs, lifts or other parts of the Common Property without the prior written approval of the Manager, except if directed to do so by the Building Manager;

11.4 unless it has first provided to the Building Manager and the Manager the contact details of the contracted removalist, delivery person and or other persons assigned to facilitate the move;

11.5 unless it has first conducted, with the Building Manager or the Manager, a thorough inspection of all floors, walls, ceilings and doors in the areas through which the items are to be moved for previous damage;

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11.6 unless it has first placed protective floor coverings approved by, and in places required by, the Building Manager or the Manager. All such protective coverings must be removed by the Member within an hour of the move or delivery being completed;

11.7 unless it supervises constantly and vigilantly the move or delivery;

11.8 unless it complies with any other requirements of the Manager or the Building Manager, which may include the payment of a surety, in the amount determined by the Manager or the Building Manager, prior to the move. The cost of rectifying any damage caused as a result of the move may be deducted from the surety before it is returned to the Member following completion of the move.

At the completion of a move or delivery, the Member must conduct, with the Building Manager or the Manager, a thorough inspection of all floors, walls, ceilings and doors in the areas through which the items have been moved to check whether any damage has been caused by the move.

12. Services

Except for the purposes of maintenance and renewal and with the prior written consent of the Owners Corporation, a Member must not do anything in relation to the Building so that:

12.1 the structural integrity of any part of the Building is impaired;

12.2 the provision of services through the Building is interfered with; or

12.3 any support or shelter provided by the Building is interfered with.

A Member must not use any water closets, conveniences or other water apparatus, including waste pipes and drains, for any purpose other than those which they were constructed, and must not put any rubbish or other unsuitable substances in them. A Member must pay or reimburse any costs or expenses incurred by any person in rectifying any damage or blockage caused by that Member to any such apparatus, pipes or drains.

13. Alterations of Lots and Common Property

A Member must not:

13.1 make any alteration to a Lot, whether structural or otherwise, which changes the appearance of the exterior of the Lot or of the Building;

13.2 make any alterations to the interior of the Lot which may affect the structural integrity of the Building, or

13.3 paint the exterior of the Lot or the Building without having obtained the prior written consent of the Owners Corporation, and only then in accordance with any terms and conditions of such consent;

13.4 make any alterations or additions to any glazing, buildings, services or equipment on the Common Property without the prior written consent of the Owners Corporation, and only then in accordance with any terms and conditions of such consent.

14. Building Works

A Member must not:

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14.1 undertake any building works within or about or relating to a Lot unless:

(a) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the Manager;

(b) the prior written consent of the Owners Corporation has been obtained (which consent will not unreasonably be withheld);

(c) such works are undertaken strictly in accordance with the permits, approvals and consents referred to in paragraphs (a) and (b);

(d) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other persons;

14.2 ensure that:

(a) the persons undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work; and

(b) such persons are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Building;

14.3 ensure that the persons undertaking such works observe the following conditions in respect of the works:

(a) building materials must not be stacked or stored on the Common Property;

(b) scaffolding must not be erected on the Common Property;

(c) construction work times must comply with all laws;

(d) the exterior appearance of the Building and the Common Property must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles must not be parked in the Common Property;

14.4 not commence any such works unless the Member has first:

(a) caused to be effected (and maintains during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and

(b) delivered a copy of the policy, and a certificate of currency in respect of the policy, to the Owners Corporation;

14.5 not access other Lots or Common Property for the installation and maintenance of services and associated building works without the approval or licence of the owner of the relevant Lot or, in the case of Common Property, of the Owners Corporation;

14.6 immediately make good all damage to and dirtying of the Building which is caused by such works. If the Member fails to immediately do so, the Owners Corporation may make good the damage and dirtying, in which case the Member must pay or reimburse the costs incurred by the Owners Corporation in doing so.

15. Miscellaneous

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A Member must not:

15.1 do anything whereby any policy of insurance taken out by an Owners Corporation may become void or voidable or which may increase the premium for any such insurance;

15.2 hold in any Lot or on any part of the Common Property any auction;

15.3 carry out building works within the Building:

(a) on a Saturday, Sunday or public holiday; or

(b) before 8:00am or after 8:00 pm on any other day,

except in the case of an emergency;

15.4 install in any Lot a safe or other item of greater mass than 100kg when full, or generating a floor loading greater than 150kg per square metre when full, without the prior written consent of the Owners Corporation.

B. POSITIVE OBLIGATIONS

A Member must comply with the following positive obligations:

16. Compensation

16.1 A Member must Compensate an Owners Corporation in respect to any damage to the Common Property, or services, equipment or personal property of that Owners Corporation or under the care or control of the Owners Corporation, caused by that Member.

17. Accidents and Defects

17.1 A Member must promptly notify the Manager and the Building Manager in writing of any accident occurring in the Building, or any defect in or damage to the Building, of which they become aware.

18. Cleanliness

A Member must:

18.1 keep its Lot clean and in good repair and condition;

18.2 take all reasonable steps to prevent infestation of the Member's Lot by vermin and insects;

18.3 ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of other persons; and

18.4 ensure that any car parking spaces forming part of the Member's Lot are kept free of oil and other liquids or substances.

19. Security

A Member must:

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19.1 secure its Lot when it is unoccupied, and comply with the Manager's and the Building Manager's reasonable directions about the Building's security;

19.2 at the Member's cost, replace any Security Key which is issued to the member by the Owners Corporation or the Building Manager;

19.3 on request, account for all Security Keys issued to the Member by an Owners Corporation or the Building Manger;

19.4 advise the Owners Corporation and the Building Manager immediately of any lost Security Keys provided by that Owners Corporation or the Building Manger;

19.5 advise the Owners Corporation whenever a change of user of a Security Card occurs; and

19.6 on request, provide the Owners Corporation the make, model and registration number of each motor vehicle owned or regularly parked in the Member's Lot.

20. Windows

A Member must immediately replace all broken windows on balconies or terraces in that Member's Lot.

21. Emergencies

Each Member must:

21.1 participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice; and

21.2 evacuate the Building immediately, and in accordance with the directions of any representative of the Owners Corporation or the Building Manager, when informed of an actual or suspected emergency.

22. Co-Operation

Each Member must co-operate with the Owners Corporation and the Building Manager to promote and ensure the proper and orderly working and operation of the Building and the services contained in the Building.

23. Address of Members

Each member must advise the Owners Corporation of the private address and telephone number of the Member or, if the Member is a company, the registered office of the company. Each Member must promptly inform the Owners Corporation of any change in such address and/or telephone number.

24. Member's Mail

A Member must clear the mail box for that Member's Lot each day. If a Member's mail box is located on Common Property and is not cleared each day, the Manager or the Building Manager may clear the mail box, and is not responsible for any loss or damage that the Member may suffer as a result.

25. Fire Equipment

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A Member must provide and maintain in the Member's Lot all fire equipment required under all laws or by any fire brigade or authority.

26. False alarms

A Member must pay or reimburse any fees or costs charged by any fire brigade or authority arising from the activation of a smoke detector in the Member's Lot or from the activation of any other fire alarm within the Building caused or contributed to by the Member.

27. Change of Use of Lots

A Member must give prior notice to the Owners Corporation if it is proposed that the existing use of the Lot will be changed in any way, including if the change of use may result in a hazardous activity being carried out on the Lot or results in the Lot being used for commercial or retail purposes rather than residential purposes.

28. Behaviour of Guests

Each Member must take all reasonable steps to ensure that guests of the Member do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person.

29. Compliance with Law

Each Member must comply promptly with all laws relating to that Member's Lot including, without limitation, any requirement notice or order of any governmental authority.

30. Occupational Health & Safety

Each member must ensure that, in relation to any works, including building works and the engagement of removalists or couriers, conducted by or for the Member within the Building, the requirements of the *Occupational Health and Safety Act 2004* are complied with.

31. Exhaust/Ventilation System

If a Member's Lot requires any form of exhaust or ventilation system to be used, then the Member must provide the Owners Corporation with such details as to servicing, filter changing and cleaning as the Owners Corporation may require from time to time.

32. Legal Costs

A Member must pay or reimburse on demand any costs, expenses, fees and disbursements (including legal fees) incurred by an Owners Corporation as a result of failure of the Member to:

33.1 pay any fees or other moneys due to the Owners Corporation; or

33.2 observe these rules or the provisions of the *Subdivision Act (Vic)* 1988 or the *Owners Corporation Act 2006,* or any regulations under such Acts.

D. GENERAL

33. Member must not Permit

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If a Member is prohibited from doing anything by these rules, the Member must not permit, procure or facilitate any other person doing such thing.

34. Member must ensure Compliance

A Member must ensure that all occupiers of that Member's Lot, any tenant, sub-tenant, or licensee of the Member's Lot and any employee, agent, contractor, consultant or invitee of the Member or any such occupier, tenant, sub-tenant or licensee:

41.1 comply with these rules; and

41.2 do not do anything that, if done by the Member, would constitute a breach of these rules.

35. Owners Corporation Consents

If an Owners Corporation consents to any act, matter or thing under these rules, the Owners Corporation may at any time, by giving the Member written notice to that effect, revoke such consent, in which case the Member must cease doing, or must remove the relevant thing or item, the subject of the consent.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

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**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT

Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION

This form is the written record of your Rental 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 RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT

The RENTAL PROVIDER lets the RENTER of the PREMISES LET 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 start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND

The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT

The term of this Agreement must be as specified in Schedule A. STARTING 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 agreement.

OR

PERIODIC AGREEMENT

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

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method 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 method.

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. RIGHTS AND OBLIGATIONS
This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET
a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.
b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.
c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.
d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS
a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.
b) Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information.
c) Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the RENTAL PROVIDER.
d) If the RENTER has arranged for urgent repairs, the RENTER may be reimbursed directly by the RENTAL PROVIDER for the reasonable cost of repairs up to $2,500 with a valid invoice by a licensed tradesman.
e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:
    1. The RENTER cannot meet the cost of the repairs; or
    2. The cost of repairs is more than $2,500; or
    3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.
f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES
2.3.1. Electrical safety checks
    a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.
    b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.
2.3.2. Gas safety activities
This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.
    a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.
    b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.
2.3.3. Smoke alarm safety activities
    a) The RENTAL PROVIDER must ensure that-
        i. any smoke alarm is correctly installed an in working condition; and
        ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
        iii. the batteries in each smoke alarm are replaced as required.
    b) The RENTAL PROVIDER will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.
    c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-
        i. information about how each smoke alarm in the premises let operates;
        ii. information about how to test each smoke alarm in the premises let;
        iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let is not in working order.
    d) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that a smoke alarm in the premises let is not in working order.
2.3.4. Swimming pool barrier safety activities
These safety-related activities only apply if the premises let contains a swimming pool.
    a) The RENTAL PROVIDER must ensure that the swimming pool barrier is maintained in good repair.
    b) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
    c) The RENTAL PROVIDER must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the RENTER that it is not in working order.
    d) The RENTAL PROVIDER must provide the RENTER with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the RENTER.

2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool.

2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
a) If the premises let is in a designated bushfire prone area under Section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the RENTAL PROVIDER must ensure the water tank and any connected infrastructure is maintained in good repair as required.
b) The water tank must be full and clean at the commencement of the Agreement.

2.4. DAMAGE TO THE PREMISES LET
a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
- damage to the premises let; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.

2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.

2.6. USE OF PREMISES LET
a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
b) The RENTER must not use or allow the premises let for any illegal purposes; and
c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
e) The RENTER must keep the premises let reasonable clean during the period of Agreement.

2.7. PROFESSIONAL CLEANING
a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
b) The RENTAL PROVIDER must not require the RENTER to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless-
- Professional cleaning or cleaning to a professional standard was carried out to the premises let immediately before the start of the tenancy and the RENTER was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises let immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the premises let to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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

2.8. RENT
a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
b) The rent will not be increased more than once every 12 months.
c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

2.9. MODIFICATIONS

a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.

b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.

c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonable refused consent for a modification mentioned in the Act.

d) The RENTER at the end of the Agreement, must restore the premises let to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

a) The RENTAL PROVIDER may enter the premises let-

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

b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

a) The RENTAL PROVIDER must ensure the premises let-

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

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

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

c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.

d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.

e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-

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

2.12. PETS

a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.

b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.

b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.

c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

3. ADDITIONAL TERMS
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional terms listed must not exclude, restrict or modify any of the rights and duties included in the Act. Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect.

3.1. The RENTER 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 RENTER 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 RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.

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

3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.

3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.

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

3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

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

3.12. The RENTER 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.

3.13. The RENTER 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 RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.14. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.

3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

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

3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.21. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.

3.22. The RENTER 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 RENTER'S transfer processing fee on the clause 3.45.

3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.

3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.

3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.

3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

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

3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice *'to let'* during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.

3.30. The RENTER 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 RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

3.31. The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises let including common property. The RENTER 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 premises let or the land or common property on which it is situated to their original condition forthwith.

3.32. The RENTER must:
a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.

3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

3.34. The RENTER 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 RENTER 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 RENTER'S Reference as provided.
d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.

3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER 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 2.11.

3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let 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.

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

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

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

3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let 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 RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

3.42. Should the RENTER find it necessary to vacate the premises let 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 premises let;
b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
d) continue maintaining the said premises let, 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
e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.43. The RENTER 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 RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/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 3.32 accordingly.

3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER 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.

3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, 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.

3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

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

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station St, Oakleigh VIC 3166

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act* 1997 – *Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Adam Henczel**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**19 Station St, Oakleigh VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**info.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER(S)	RENTER 1	**Christopher George Makin**	**christophermakin0@gmail.com**
	RENTER 2	**Fiona Jane Makin**	**fjmakin@hotmail.com**
	RENTER 3	**Cooper George Makin**	**cooperhawk24@hotmail.com**
	RENTER 4	**Daniel Alexander Makin**	**danielalexmakin@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **15/5-7 Curlew Court, DONCASTER, VIC, 3108**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **12** months Agreement)
Start date: **26/02/2023** End date**: 25/02/2024**
(this is the date the agreement starts and you may move in)

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

RENT

$2,260.00 Per Calendar Month (payable in advance)
Day rent is to be paid on the **25th** of each month
Date first rent payment due **25/02/2023**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$2,064.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER

Jocelyn Agnes (Jan 16, 2023 16:36 GMT+11)

Signature of AGENT on behalf of the RENTAL PROVIDER — **Jocelyn Agnes** *Name* — *Date* Jan 16, 2023

RENTER(S)

Christopher Makin (Jan 24, 2023 13:24 GMT+10)

Signature of RENTER 1 — **Christopher George Makin** *Name* — *Date* Jan 24, 2023

Fiona Makin (Jan 24, 2023 13:41 GMT+10)

Signature of *RENTER 2* — **Fiona Jane Makin** *Name* — *Date* Jan 24, 2023

RENTER(S)

Cooper makin (Jan 24, 2023 14:12 GMT+10)

Signature of RENTER 3	**Cooper George Makin** *Name*	*Date* Jan 24, 2023
Signature of *RENTER 4*	**Daniel Alexander Makin** *Name*	*Date* Jan 25, 2023

Daniel Makin (Jan 25, 2023 15:21 GMT+11)

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 16 January 2023

PT1215_LR

Final Audit Report 2023-01-25

Created:	2023-01-16
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA60-1s-YxU-rbw96izr7wdEinnaLYJjEL

"PT1215_LR" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2023-01-16 - 5:31:01 AM GMT- IP address: 117.54.109.8

Document emailed to pm1.oa@xynergy.com.au for signature
2023-01-16 - 5:32:44 AM GMT

Email viewed by pm1.oa@xynergy.com.au
2023-01-16 - 5:32:53 AM GMT- IP address: 66.249.84.201

Signer pm1.oa@xynergy.com.au entered name at signing as Jocelyn Agnes
2023-01-16 - 5:36:13 AM GMT- IP address: 103.79.105.168

Document e-signed by Jocelyn Agnes (pm1.oa@xynergy.com.au)
Signature Date: 2023-01-16 - 5:36:15 AM GMT - Time Source: server- IP address: 103.79.105.168

Document emailed to christophermakin0@gmail.com for signature
2023-01-16 - 5:36:16 AM GMT

Email viewed by christophermakin0@gmail.com
2023-01-24 - 3:23:24 AM GMT- IP address: 66.249.84.220

Signer christophermakin0@gmail.com entered name at signing as Christopher Makin
2023-01-24 - 3:24:08 AM GMT- IP address: 1.146.89.62

Document e-signed by Christopher Makin (christophermakin0@gmail.com)
Signature Date: 2023-01-24 - 3:24:10 AM GMT - Time Source: server- IP address: 1.146.89.62

Document emailed to fjmakin@hotmail.com for signature
2023-01-24 - 3:24:11 AM GMT

Email viewed by fjmakin@hotmail.com
2023-01-24 - 3:38:27 AM GMT- IP address: 158.140.192.224

Signer fjmakin@hotmail.com entered name at signing as Fiona Makin

2023-01-24 - 3:41:32 AM GMT- IP address: 158.140.192.224

Document e-signed by Fiona Makin (fjmakin@hotmail.com)

Signature Date: 2023-01-24 - 3:41:34 AM GMT - Time Source: server- IP address: 158.140.192.224

Document emailed to cooperhawk24@hotmail.com for signature

2023-01-24 - 3:41:36 AM GMT

Email viewed by cooperhawk24@hotmail.com

2023-01-24 - 4:11:34 AM GMT- IP address: 104.28.90.24

Signer cooperhawk24@hotmail.com entered name at signing as Cooper makin

2023-01-24 - 4:12:29 AM GMT- IP address: 120.22.158.3

Document e-signed by Cooper makin (cooperhawk24@hotmail.com)

Signature Date: 2023-01-24 - 4:12:31 AM GMT - Time Source: server- IP address: 120.22.158.3

Document emailed to Daniel Makin (danielalexmakin@gmail.com) for signature

2023-01-24 - 4:12:32 AM GMT

Email viewed by Daniel Makin (danielalexmakin@gmail.com)

2023-01-25 - 4:20:32 AM GMT- IP address: 66.249.84.219

Document e-signed by Daniel Makin (danielalexmakin@gmail.com)

Signature Date: 2023-01-25 - 4:21:14 AM GMT - Time Source: server- IP address: 120.18.76.128

Agreement completed.

2023-01-25 - 4:21:14 AM GMT