Contract of Sale of Land

Property:

Unit 22, 33 JOHNSTON Street, Port Melbourne VIC 3207

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:01371

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

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

Disclaimer

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

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

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2023

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2023

Print names(s) of person(s) signing: **Paul Henry Ebsworth**

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

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

Table of Contents

PARTICULARS OF SALE

SPECIAL CONDITIONS

GENERAL CONDITIONS

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

GUARANTEE & INDEMNITY

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: Paul Henry Ebsworth

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: 01371

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	10537	Folio	599	22	PS 429424C

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 22, 33 JOHNSTON Street, Port Melbourne VIC 3207

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 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 settle a purchase of another property.

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

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

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 22, 33 JOHNSTON STREET, PORT MELBOURNE VIC 3207

Vendor's name	Paul Henry Ebsworth	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 X	Water supply ☐	Sewerage ☐	Telephone services X

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

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

VOLUME 10537 FOLIO 599 Security no : 124103500182F
Produced 27/01/2023 05:18 PM

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 429424C.
PARENT TITLE Volume 08499 Folio 241
Created by instrument PS429424C 18/08/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PAUL HENRY EBSWORTH of 11 GROVER CT. WARRANWOOD 3134
X089120F 11/10/2000

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD094268D 06/09/2004
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

MORTGAGE AH926196J 03/05/2011
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 PS429424C 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 22 33 JOHNSTON STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
    OWNERS CORPORATION PLAN NO. PS429424C

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS429424C**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**09/02/2023 15:01**

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

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

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 1 of 10

PLAN OF SUBDIVISION

Stage No.	LTO use only	PS 429424C
	EDITION 4	

Location of Land

County: Bourke
Parish: Melbourne South
Section 55
Crown Allotments: 1 & 2
Crown Portion:

LTO base record:
Title References:
Vol 8499 Fol 241

Last Plan Reference:
Postal Address: 33 Johnston Street, Port Melbourne 3207

AMG Co-ordinates: N 5 809 300
(Of approx. centre of plan) E 318 900 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Council Certification and Endorsement

Council Name: CITY OF PORT PHILLIP Ref: 99

~~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 25/8/99

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage~~

~~Council Delegate~~
~~Council Seal~~

~~Date / /~~

Re-certified under Section 11(7) of the Subdivision Act 1988.
Council Delegate
~~Council Seal~~

Date 3/7/2000

Notations

Depth Limitation: Does not apply

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

Location of boundaries defined by buildings:
Medium: Boundaries of lots marked "M"
Interior Face: Boundaries of lots marked "F"
Exterior Face: The remaining boundaries affected
All internal service ducts & pipe shafts within the building are deemed to be part of the Common Property. The position of the ducts & shafts have not been shown on the diagrams contained herein.
The Common Property is all the land on this plan except lots 1 to 30 (both inclusive)

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.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12 (2) applies to all the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LTO use only
Statement of Compliance / Exemption Statement
Received ✓
Date 11/8/00

LTO use only
PLAN REGISTERED
TIME 9.05 AM
DATE 18/8/2000
D.D.Bulk
Assistant Registrar of Titles

Sheet 1 of 9 Sheets

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY
SIGNATURE ---------- DATE 5/6/2000
REF 8599PS VERSION 4 ZIP - JM

DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS429424C

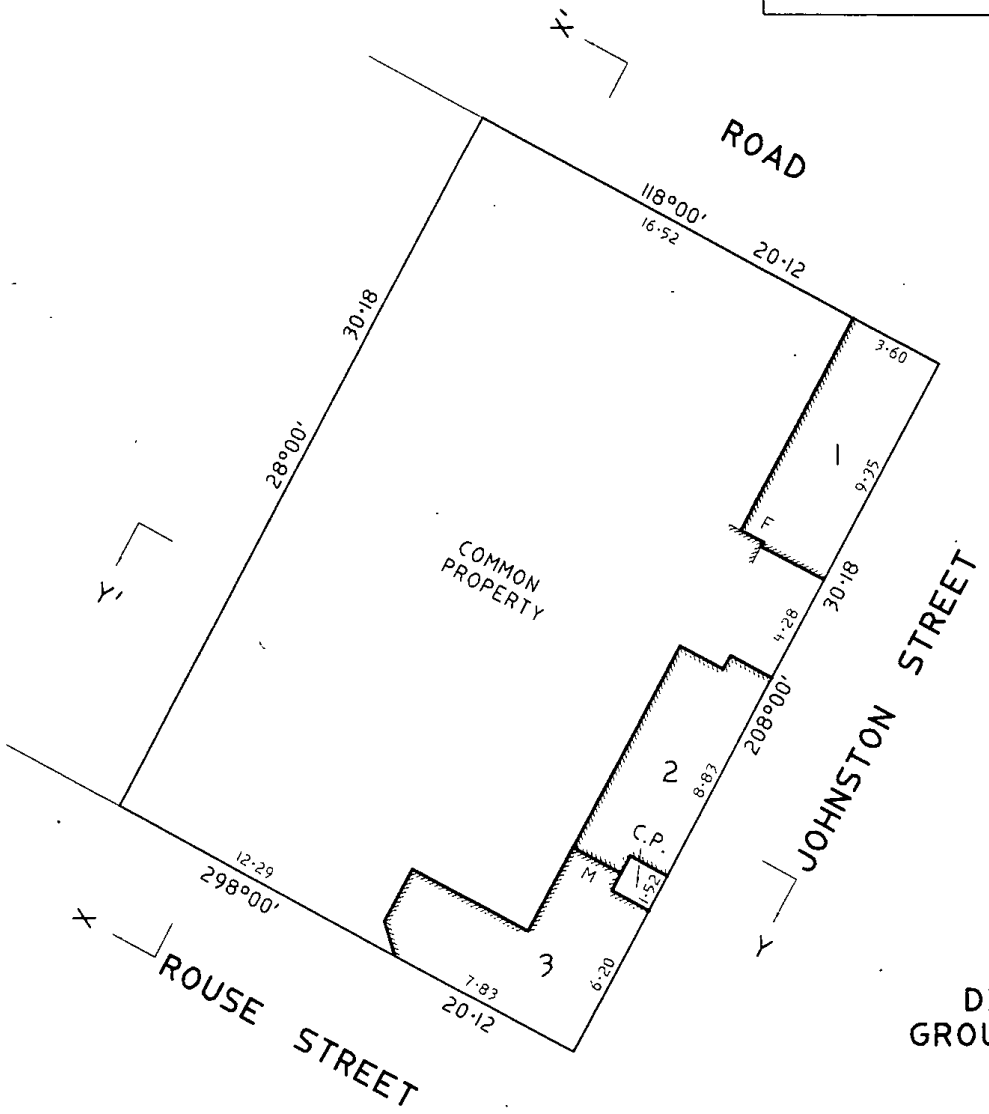


DIAGRAM 1
GROUND STOREY

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY
SIGNATURE ---------- DATE 5/6/2000
REF 8599PS VERSION 4 ZIP - JM

SHEET 2 OF 9 SHEETS

DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LIStech

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 2 of 10

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS429424C

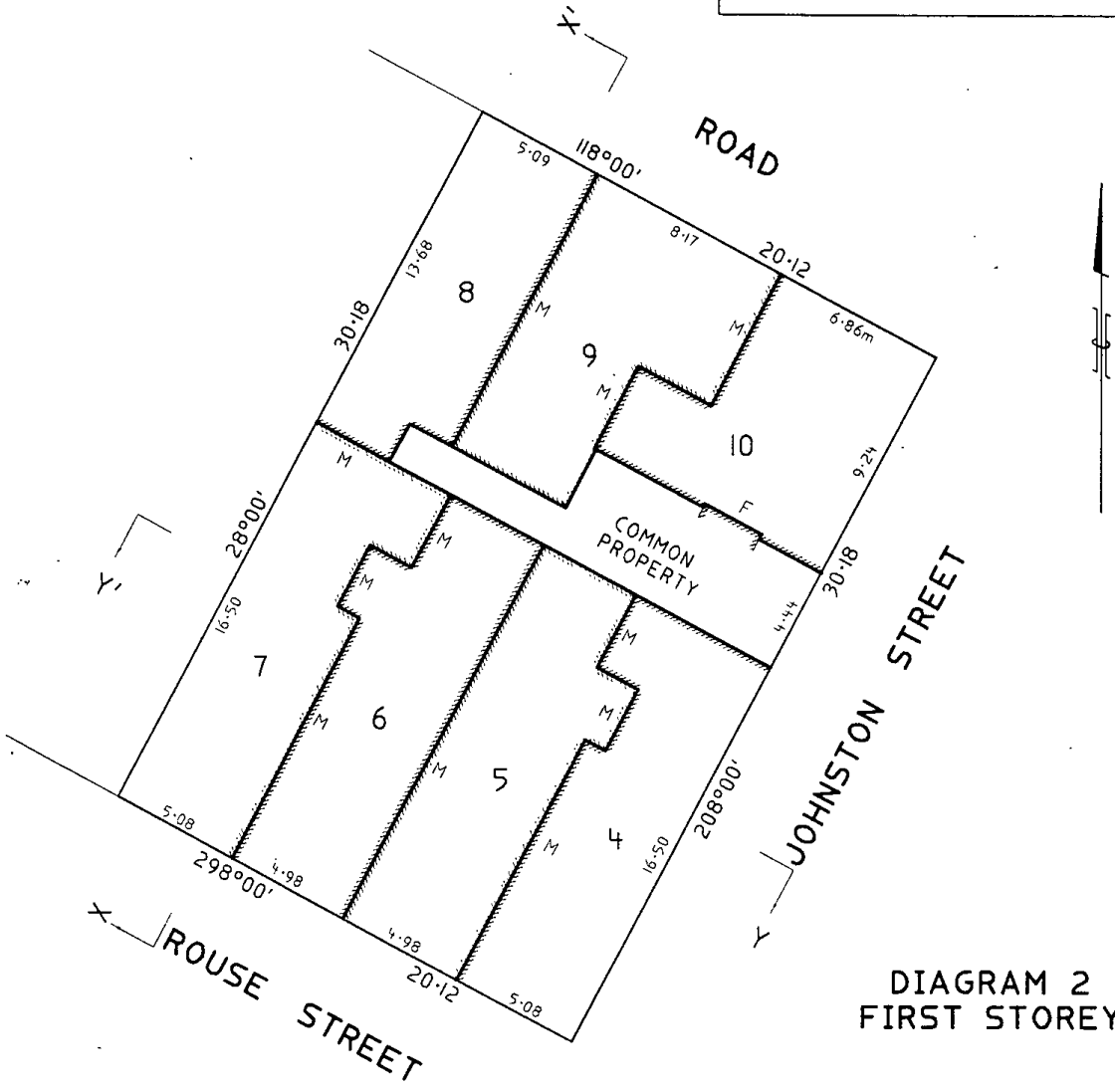


DIAGRAM 2
FIRST STOREY

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SHEET SIZE	SCALE
A3	1:200

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY
SIGNATURE ---------- DATE 5/6/2000
REF 8599PS VERSION 4 ZIP - JM

SHEET 3 OF 9 SHEETS

DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LISTech

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 3 of 10

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS429424C

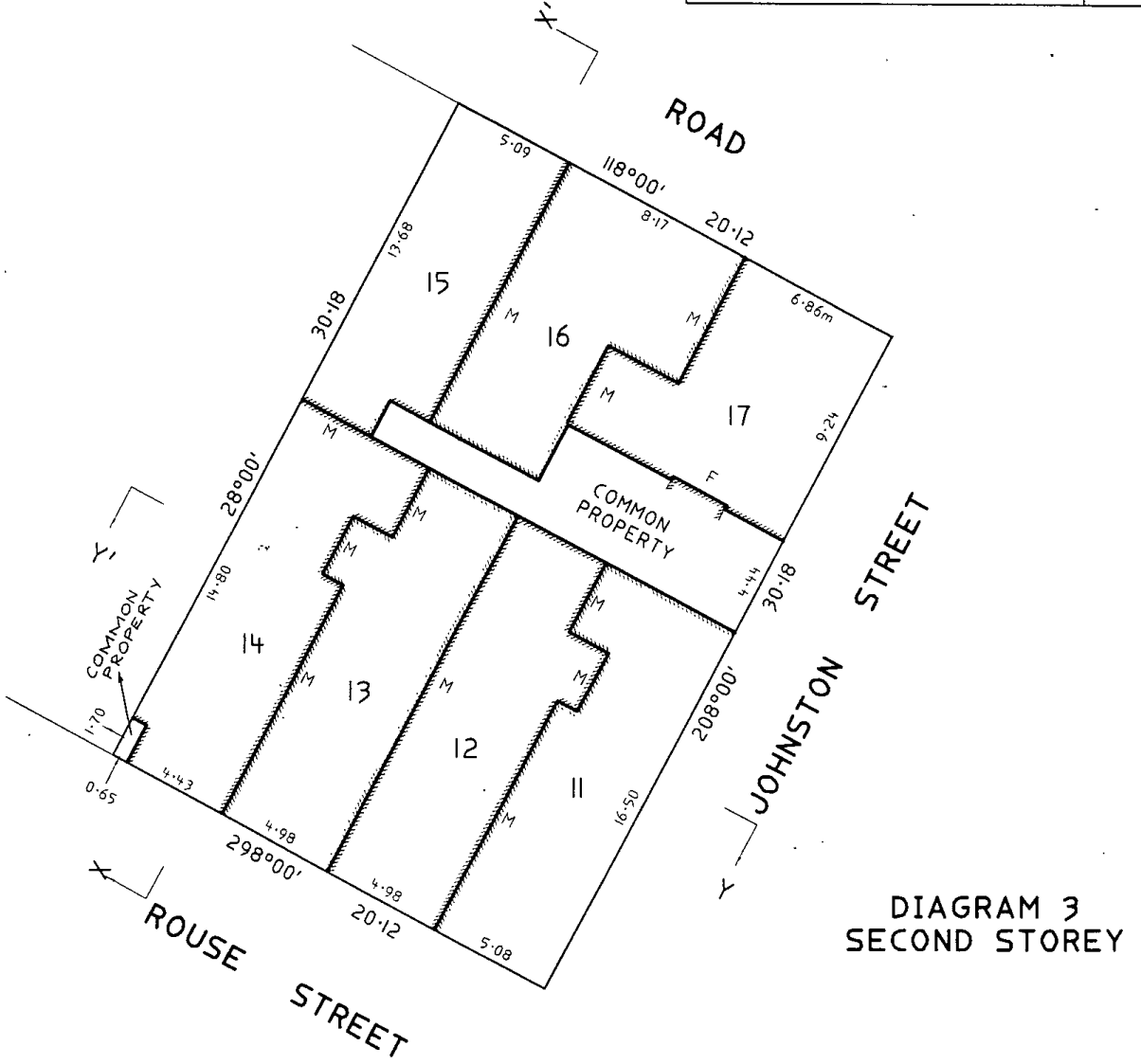


DIAGRAM 3
SECOND STOREY

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY
SIGNATURE ---------- DATE 5/6/2000
REF 8599PS VERSION 4 ZIP - JM

SHEET 4 OF 9 SHEETS

DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LISTech

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 4 of 10

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS429424C

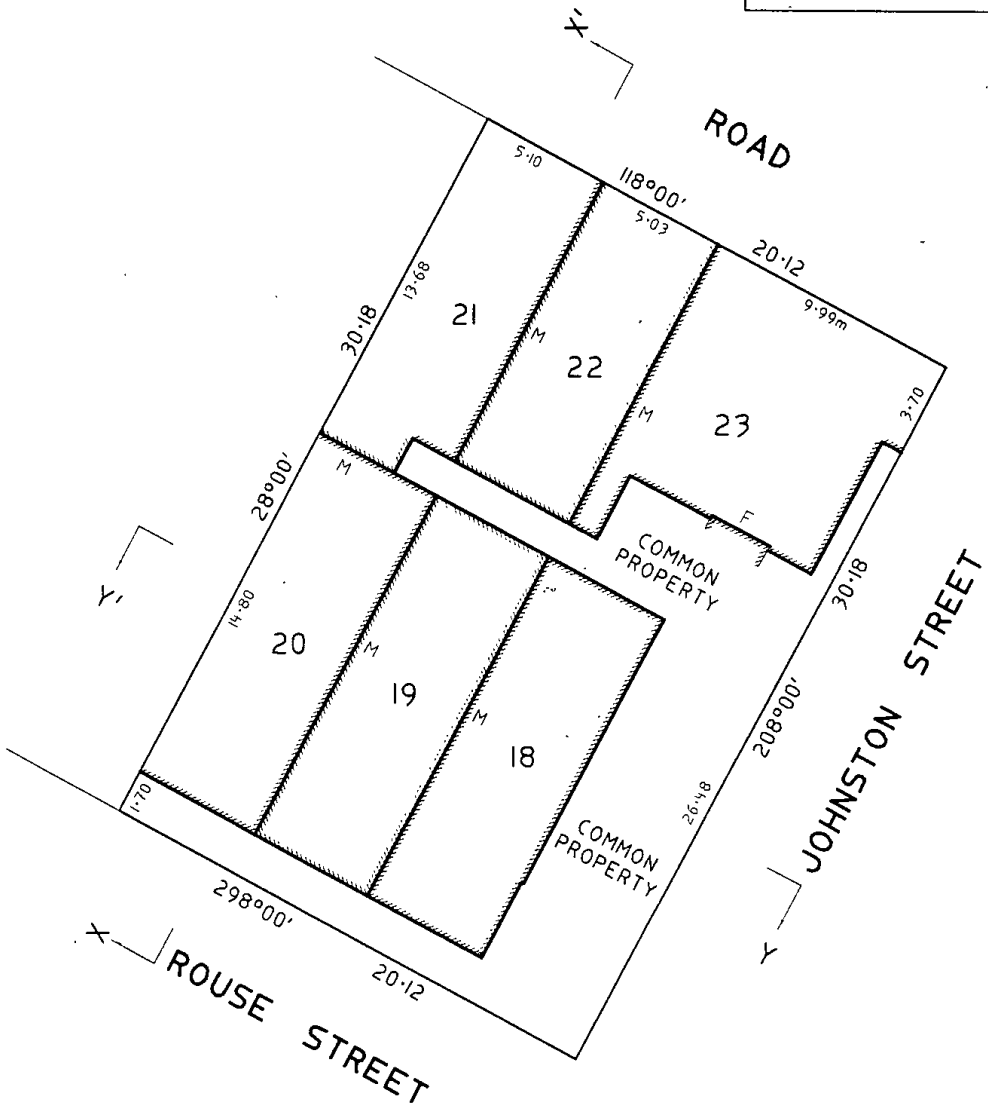


DIAGRAM 4
THIRD STOREY

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SHEET SIZE: A3 | SCALE: 1:200

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY
SIGNATURE ---------- DATE 5/6/2000
REF 8599PS VERSION 4 ZIP - JM

SHEET 5 OF 9 SHEETS

DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LIStech

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 5 of 10

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS429424C

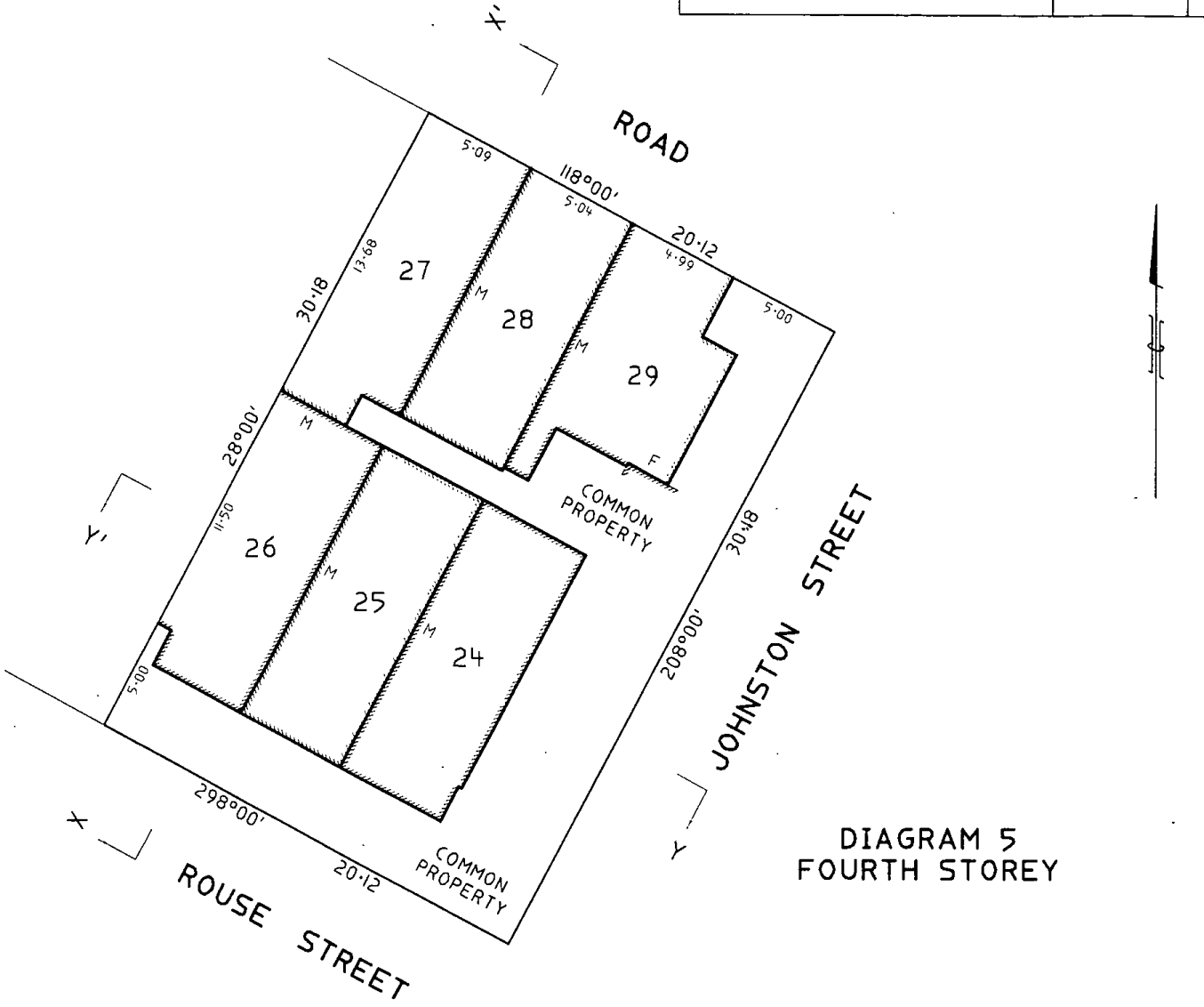


DIAGRAM 5
FOURTH STOREY

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE 2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY
SIGNATURE ---------- DATE 5/6/2000
REF 8599PS VERSION 4 ZIP - JM

SHEET 6 OF 9 SHEETS

DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LISTech

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 6 of 10

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS429424C

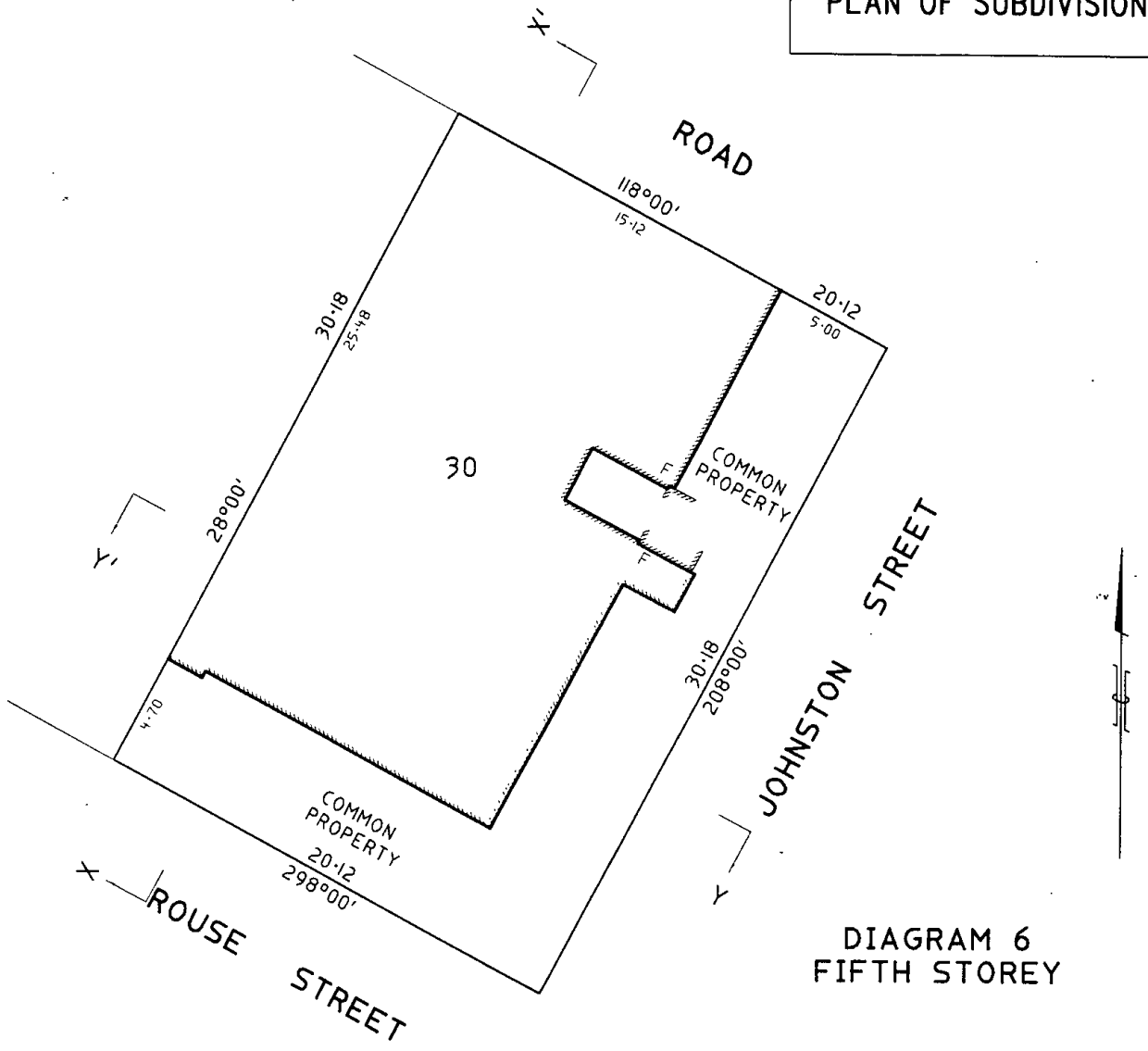


DIAGRAM 6
FIFTH STOREY

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SHEET SIZE: A3 | SCALE: 1:200

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY
SIGNATURE ---------- DATE 5/6/2000
REF 8599PS VERSION 4 ZIP - JM

SHEET 7 OF 9 SHEETS

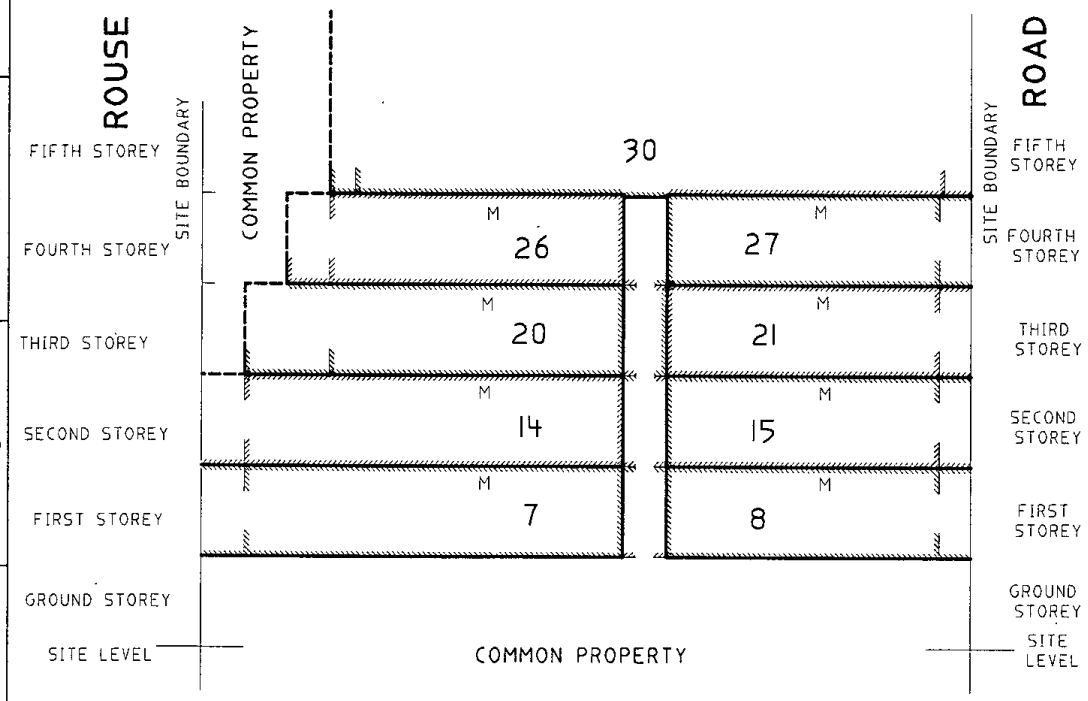
DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

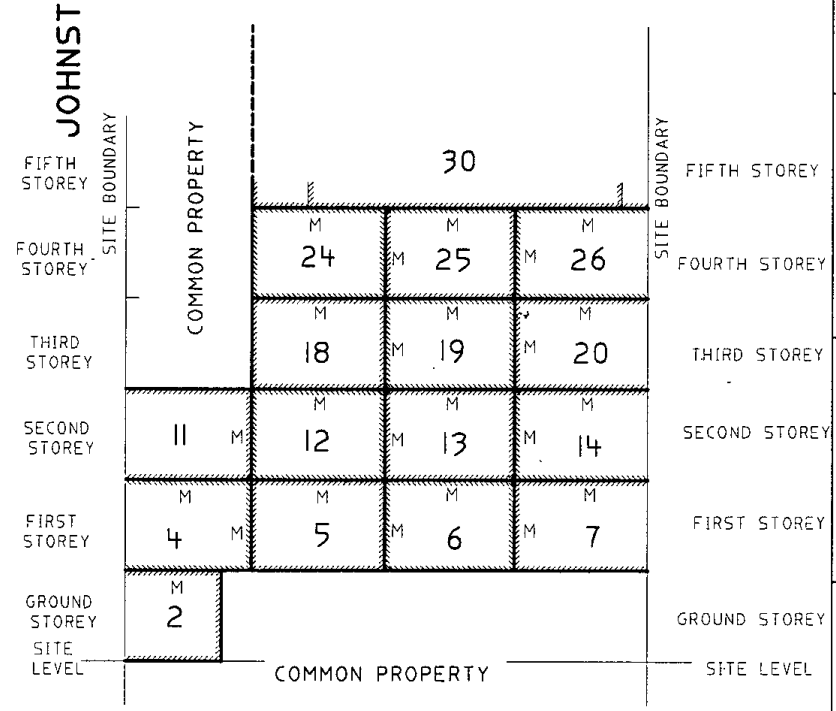
LIStech

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 7 of 10

PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS429424C



TYPICAL
X - X' CROSS SECTION
NOT TO SCALE



TYPICAL
Y - Y' CROSS SECTION
NOT TO SCALE

KEARNEY and TYRRELL PTY. LTD.
LAND SURVEYORS
PLANNING CONSULTANTS
53 ROSE STREET
ESSENDON 3040
TELEPHONE 93314266
FAX 93314366

ORIGINAL SHEET SIZE A3 | SCALE

NOT TO SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DENIS JOHN KEARNEY

SIGNATURE ---------- DATE 5/6/2000

REF 8599PS VERSION 4 ZIP - JM

SHEET 8 OF 9 SHEETS

DATE 3/7/2000
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LIStech

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 8 of 10

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 9 of 10

FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS429424C

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		SPECIAL RULES RECORDED	XO76064H	16/10/2000	12.30 pm	2	GJN
THIS PLAN		CHANGE OF ADDRESS	X076065E	16/10/2000	12.30 pm	2	GJN
THIS PLAN		CHANGE OF ADDRESS	AB 081937A	10/5/02	12.08	3	GJN
THIS PLAN		ADDITIONAL RULES RECORDED	AB081882Y	30/7/02		4	GREG NEWMAN
		WARNING: THE IMAGE OF THIS PLAN HAS BEEN DIGITALLY AMENDED NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN.					

Delivered by LANDATA®, timestamp 09/02/2023 15:01 Page 10 of 10

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 09/02/2023 03:01:35 PM

OWNERS CORPORATION
PLAN NO. PS429424C

The land in PS429424C is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 30.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MELCORP STRATA PTY LTD 477 SWANSTON STREET MELBOURNE VIC 3000

AQ077162E 25/07/2017

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. X076064H 16/10/2000
2. AB081882Y 31/07/2002

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	45	45
Lot 2	45	45
Lot 3	45	45
Lot 4	60	60
Lot 5	60	60

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: 09/02/2023 03:01:35 PM

OWNERS CORPORATION
PLAN NO. PS429424C

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	60	60
Lot 7	60	60
Lot 8	50	50
Lot 9	60	60
Lot 10	60	60
Lot 11	70	75
Lot 12	70	75
Lot 13	70	75
Lot 14	70	75
Lot 15	45	45
Lot 16	60	60
Lot 17	60	60
Lot 18	50	50
Lot 19	50	50
Lot 20	50	50
Lot 21	50	50
Lot 22	50	50
Lot 23	60	60
Lot 24	50	50
Lot 25	50	50
Lot 26	50	50
Lot 27	50	50
Lot 28	50	50
Lot 29	50	50
Lot 30	80	80
Total	**1680.00**	**1700.00**

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.

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: 09/02/2023 03:01:35 PM

OWNERS CORPORATION
PLAN NO. PS429424C

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 09 February 2023 02:47 PM

PROPERTY DETAILS

Address:	**22/33 JOHNSTON STREET PORT MELBOURNE 3207**
Lot and Plan Number:	**Lot 22 PS429424**
Standard Parcel Identifier (SPI):	**22\PS429424**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**222285**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2J F8**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**ALBERT PARK**

OTHER

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

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



MUZ - Mixed Use

NRZ - Neighbourhood Residential

RGZ - Residential Growth

TRZ2 - Principal Road Network

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

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

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

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

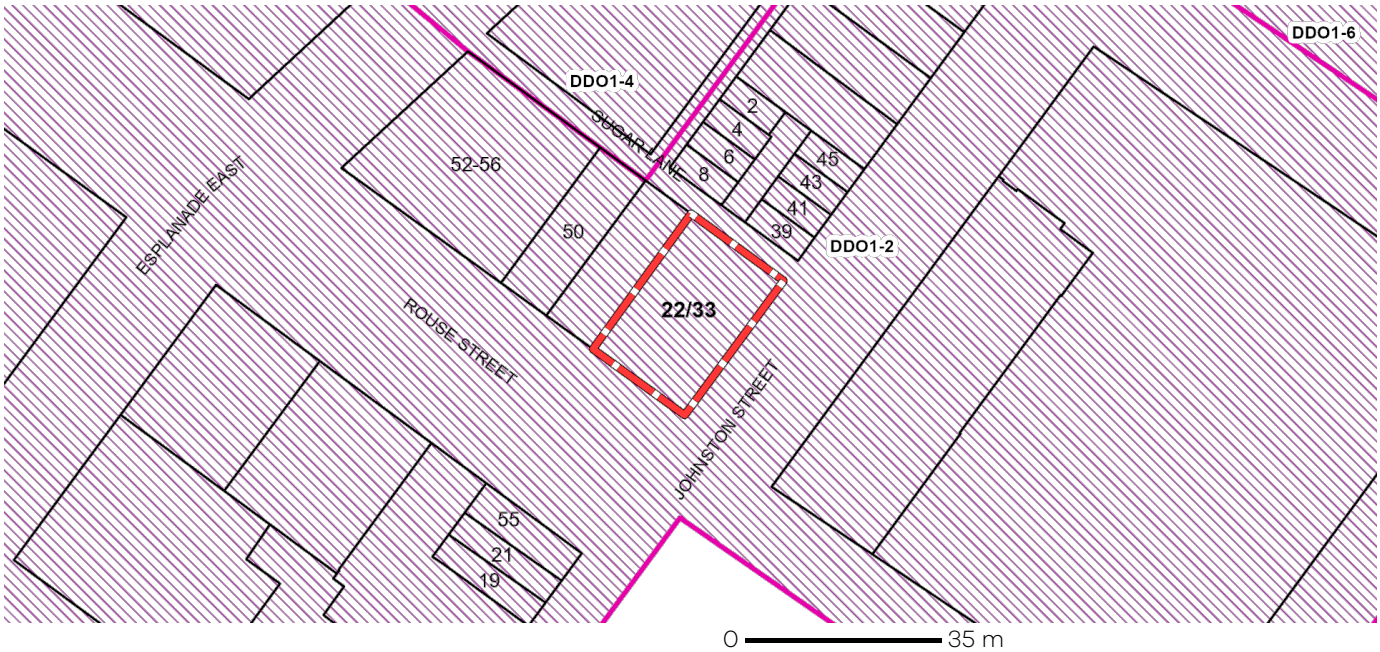


DCPO - Development Contributions Plan Overlay

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1-2 (DDO1-2)



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

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

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)

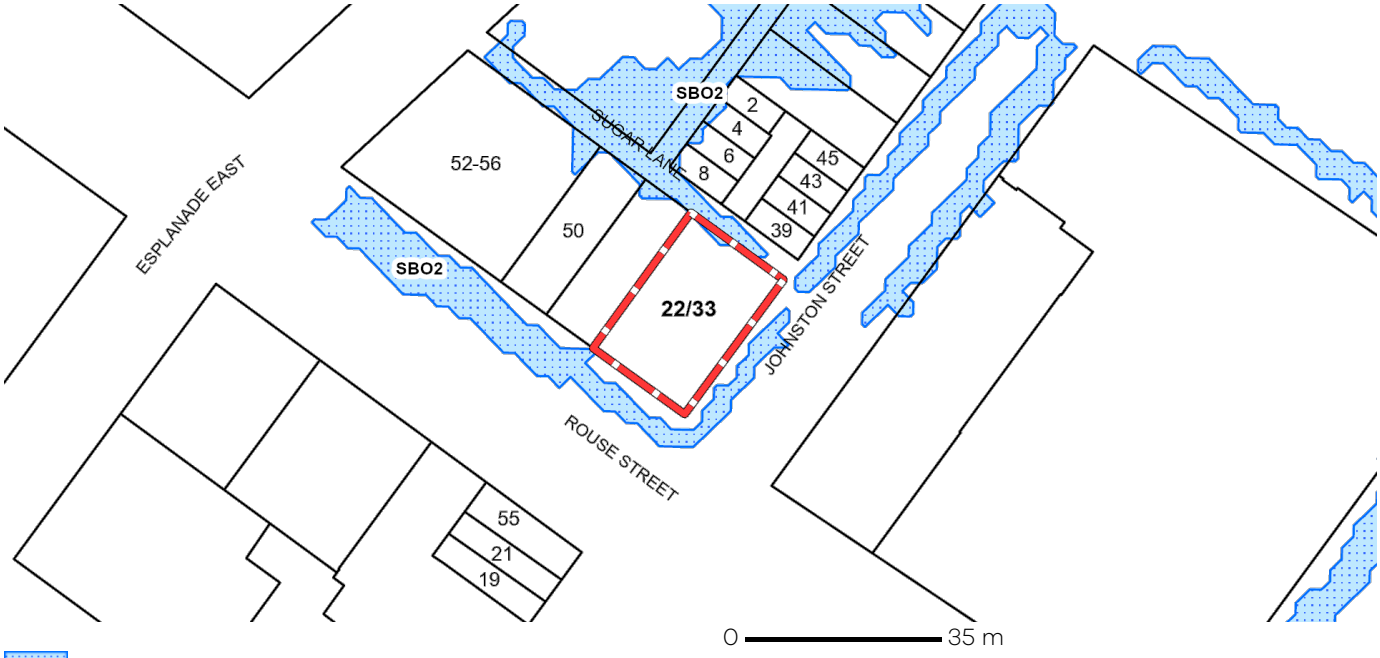


EAO - Environmental Audit Overlay

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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY - SCHEDULE 2 (SBO2)



SBO - Special Building Overlay

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

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

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

PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

INCORPORATED PLAN OVERLAY (IPO)



HO - Heritage Overlay **IPO - Incorporated Plan Overlay**

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

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

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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to
http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation



Aboriginal Cultural Heritage

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

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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 8 February 2023.

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

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

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

PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 09 February 2023 02:46 PM

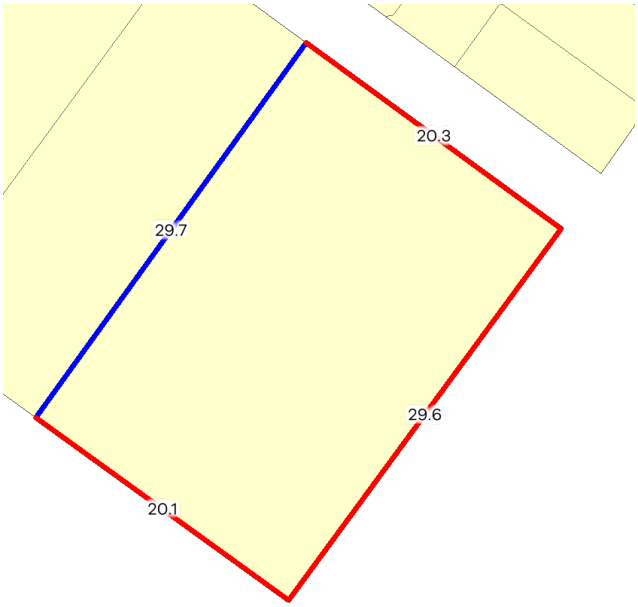
PROPERTY DETAILS

Address:	**22/33 JOHNSTON STREET PORT MELBOURNE 3207**
Lot and Plan Number:	**Lot 22 PS429424**
Standard Parcel Identifier (SPI):	**22\PS429424**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**222285**
Directory Reference:	**Melway 2J F8**

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: 599 sq. m
Perimeter: 100 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**ALBERT PARK**

PLANNING INFORMATION

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

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

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

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Selected Property

South East Water

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

PAUL H EBSWORTH
52 CRISP ST
HAMPTON VIC 3188

Account number:	11374214
Date due:	23 November 2022

Last bill	Payments received	Balance	Current charges	Total due
$221.85	− $221.85cr =	$0.00	+ $140.25	$140.25

Your account breakdown

Issue date	04 November 2022
Property	Unit 22 33 Johnston Street PORT MELBOURNE VIC 3207
Property reference	09B//03663/55
Last bill	$221.85
Payment received	$221.85cr
Balance brought forward	$0.00
Our charges (no GST)	$112.87
Other authorities' charges (no GST)	$27.42
Total due	**$140.25**

Your snapshot

Average daily cost **$1.24**

Paid 7/11/22.
Rec 769864.

Payment options

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

BPAY® (Up to $20,000)
Biller code: **24208** Ref: **1001 1374 2100 007**

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

EFT (Electronic Funds Transfer)
BSB: **033-874** Account number: **11374214**
Account name: **South East Water Corporation**

Postbillpay
BillpayCode: 0361 Ref: **1001 1374 2100 007**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Arrange regular deductions from your Centrelink payments visit **humanservices.gov.au/centrepay** CRN: 555 050 397J

Property ref: 09B//03663/55
UNIT 22 33 JOHNSTON STREET
PORT MELBOURNE VIC 3207

*361 100113742100007

PN09B

Total due:	$140.25
Account number:	11374214
Date paid:	
Receipt number:	

+00000011374214> +009124+ <0000000000> <0000014025> +444+

S

Rates, charges and valuation notice 2022-23

For the period 1 July 2022 to 30 June 2023

Want to go paperless?
Sign up today: portphillip.enotices.com.au
B40093000C
eNotices

CITY OF PORT PHILLIP

P H Ebsworth
52 Crisp Street
HAMPTON VIC 3188

031

Assessment number	**222285**
Date of issue	**25/08/2022**

ABN 21 762 977 945

Tax Invoice (no GST included)

Property details

22/33 JOHNSTON STREET PORT MELBOURNE VIC 3207

Legal description	Lot 22 PS 429424C, Vol/Fol-10537/599

Site value	$94,000	Capital improved value	$480,000	Net annual value	$24,000
Level of value date	01/01/2022	Effective date	01/07/2022	Ward	LAKE

Details of account

OYO Subdivided Flat

Residential Rate (Rate on CIV .001615)	$775.20
Default Waste Charge	$176.20
Victorian Government charges - Fire Service Property Levy	
Fire Serv Levy Residential (Rate on CIV .000053 + $117)	$142.40
Arrears	$1,083.18

Any payments made after 05/08/2022 will not be shown on this notice.

Paid 27/1/23
B' Pay.

Total **$2,176.98**

Paying your rates

Arrears due immediately
unless an agreement is in place.
$1,083.18

1 Paying in full

Excludes any arrears amount above.

Due date 15/02/2023 **$1,093.80**

2 Paying by instalments

1st instalment includes any arrears amount.

Payments received after 30 September 2022 will be accepted as part payment towards the in full amount due 15 February 2023.

1st instalment 30 September 2022	**$1,357.98**
2nd instalment 30 November 2022	**$273.00**
3rd instalment 28 February 2023	**$273.00**
4th instalment 31 May 2023	**$273.00**

3 Paying by direct debit

Nine monthly deductions from nominated bank account only.

You are not registered for Direct Debit. If you would like to register, refer to methods of payment options below.

What are your payment options?

Assessment number	222285	Property address	22/33 JOHNSTON STREET PORT MELBOURNE VIC 3207	Due date	30/09/2022	Amount due	$1,357.98

BPAY®

BPAY **Biller Code: 356899**
Ref: 2028 6499 2222 856

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

ONLINE

portphillip.vic.gov.au/pay-rates
Ref: 2028 6499 2222 856
View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT
Biller Code: 356899
Ref: 2028 6499 2222 856
1300 276 468

IN PERSON

Post Billpay
Pay by cash, cheque, eftpos or credit card in person at any Post Office.
POST billpay
*3178 202864992222856

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.

Calculating general rates for residential properties

Council income from residential rates (1.75 per cent cap) $102 M ÷ **Combined value of all rateable residential properties** $63.5 B = **Differential rate for residential properties** $0.001615 × **Capital Improved Value of your property** See overleaf for your property's value as at 1 January 2022. = **Your general rates**

What else may I need to pay for?

Waste charge
Default waste charge is $176.20.
Additional charges or rebates may apply.

Victorian Government Fire services property levy firelevy.vic.gov.au

Find out more:
portphillip.vic.gov.au/rates-valuations

Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options and/or application under hardship provisions.

Contact or visit us

ASSIST 03 9209 6777
portphillip.vic.gov.au

Please contact us for town hall opening times and locations.

National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

Change of address

The property owner must notify Council in writing of any change of postal and residential address.
portphillip.vic.gov.au/update-your-details

Notice of valuation / land tax

This property has been valued as at 1 January 2022 and is effective from 1 July 2022. Any amendment to the valuation may result in additional rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Appeal against valuation

Section 18 of the **Valuation of Land Act 1960** provides that the owner/ratepayer may object to the valuation within two months of the **date of issue** of this notice. **Objections must be lodged using the prescribed form**
ratingvaluationobjections.vic.gov.au

For any valuation enquiries contact the Rates Department **03 9209 6777.**

If you have transferred obligation of payment for this account you MUST forward a copy of this notice to the transferee or contact Council.

Review of Differential Rating

If you disagree with Council's decision to classify your land as a particular type or class for differential rating purposes, you can appeal to the Victorian Civil and Administrative Tribunal within 60 days of the issue date of this notice.

Special rates and charges

Properties subject to special rates have the levy details printed on the front of this notice. Currently the following special rate schemes are in place:

- Port Melbourne Business Precinct Special Rate and Charge Combined Scheme 1 July 2021 to 30 June 2026
- Fitzroy Street and Environs Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024
- Acland Street Village Precinct Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024.

Rate cap

Council has complied with the Victorian Government's rate cap of 1.75 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

Differential Rates

2022/23 Rate per $ Capital Improved Value:

- General rate for rateable **residential** properties is $0.001615
- General rate for rateable **commercial** properties is $0.002062
- General rate for rateable **industrial** properties is $0.002073.

Waste charges

- Default Waste Charge for all rateable properties $176.20
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $88.10
- Annual Garbage Charge for non-rateables using Council waste collection service $402
- 240-litre waste bin surcharge $221.

Rebates

- 80-litre waste bin rebate to encourage reducing waste output $70
- Private waste collection rebate (residential properties) $60
- One-occupancy residential carparks and/or storage areas waste rebate to avoid duplicate waste charges applied to owner $176.20
- One-occupancy commercial car park space (not applicable to commercial car park operators) waste rebate $158.50.

Penalties for late payments

Amounts not paid by the due dates on this notice will be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (including the full payment option, unless an agreement is in place).

All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

Are you a pensioner?

Council offers rates assistance for pensioners of $200 (maximum) in addition to a $253.20 (maximum) State Government rebate and $50 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (specifiying TPI, War Widow, EDA or POW). **Centrelink Health Care Cards, Victorian Seniors Cards, Commonwealth Seniors Health Card, Veterans' Affairs Gold Card Dependant are NOT eligible under current DFFH guidelines.**

For further information visit services.dffh.vic.gov.au/municipal-rates-concession

Privacy The City of Port Phillip collects the personal information contained in this form for the purposes of carrying out its functions under the Local Government Act 2020. The personal information is used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and the production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

Melcorp Strata Pty Ltd
L17/501 Swanston Street
Melbourne VIC, Australia 3000
P: +61 03 8638 1822
info@melcorpstrata.com.au

MELCORP
Strata

Tax Invoice
Date of Notice 28/11/2022

Paul Ebsworth
60 Eighth Avenue
WILSTON QLD 4051

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Sections 23,24,31 & 32, Owners Corporations Regulations 2018 and Owners Corporation Rules

Sugar Apartments

Lot 22, 22/33 Johnston Street
PORT MELBOURNE VIC 3207.

All amounts listed include GST unless otherwise specified. Payment is due by the due date specified below.
All arrears are due immediately.

Schedule	ABN	Ref	Details	Admin	Maint	Interest	Paid	Due Date	Balance
429424C	32 280 202 275	904	Standard Fee 429424C (01/01/23 - 31/03/23) ^	$777.68	$231.62	$0.00	$0.00	01/01/2023	$1,009.30

^ Current period levies in this Tax Invoice total $1,009.30. GST included is $91.75.

Total Amount Due $1,009.30

Total on this Notice: $1,009.30
Total Paid:
Total Arrears: $0.00
Total Interest: $0.00

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

Paid
22/12/22
Rec 929357.

DEFT PAYMENT SYSTEMS

Payments by phone or internet from your bank account require registration. Register at deft.com.au.
Payments made by credit card do not require registration and a surcharge may apply.
Registration isn't required for one-off card payments.

Pay over the Internet from your Credit Card or pre-registered bank account at deft.com.au.

BPAY **Biller Code: 96503**
Ref: 227602836 150405

Account: PS429424C
Owner: Paul Ebsworth
OC: 429424C
Lot No: 22

Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90

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-store at Australia Post by cheque or EFTPOS

All Cheques must be made payable to:
PS429424C

*496 227602836 150405

Total Due $1,009.30

DEFT Reference Number: 227602836 150405

+227602836 150405 < 000100930<3+

Owners Corporation Certificate

s.151 *Owners Corporation Act 2006* and r.11 Owners Corporations Regulations 2007

Owners Corporation	Owners Corporation 1 Plan No. 429424C
Address	33 Johnston Street, PORT MELBOURNE
This certificate is issued for lot	Lot 22 on plan of subdivision number 429424C
Applicant for the certificate	Link West Conveyancing
Date that the application was received	09/02/2023

Important:

The information in this certificate is issued on 09/02/2023

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current quarters fees are detailed below and any future fees are identified in the attached AGM Minutes.		
	$1,078.78 (01/04/2023 - 30/06/2023) - Not yet due $1,078.78 (01/07/2023 - 30/09/2023) - Not yet due $1,044.04 (01/10/2023 - 31/12/2023) - Not yet due		
2.	The date to which the fees for the lot have been paid up to is:		
	31/03/2023		
3.	The total of any unpaid fees or charges or any amounts in credit for the lot are:		
	Admin & Maint Arrears	**Penalty Interest**	**Total Unpaid**
	$0.00	$0.00	$

4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due Date	**Amount**	**Details**

Please Pay any Unpaid Fees using below details:

DEFT PAYMENT SYSTEMS (MACQUARIE BANK)

BPAY

Biller Code: 96503

Ref: 227602836 150405

Total Due: $0.00

*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.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	The Committee are currently discussing various building works that may result in a special levy being struck to defray these expenses.
6.	The owners corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No
8.	The total funds held by the owners corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	Special Levies may be required to fund works to the car park gate, lift and external painting. Quotations have not been received as yet, nor have any works been scheduled. A Special Levy may be raised for all/any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting
10.	Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details:
	The owners corporation has entered in to agreements for the provision of various service and maintenance contracts including but not limited to lifts, fires services, mechanical services, cleaning, building and owners corporation management. Car Parking Platforms are part of the common property with the exception of Lot 30. A copy of the current Car Park Platform allocations are available upon request.
11.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	The owners corporation have received Complaint Forms from one lot owner in relation to various issues. Various issues include among the others: lifts, AGM 2017, levies 2016, Committee members, financial audit, AGM 2018. Each complaint is being dealt with by the owners corporation Committee.

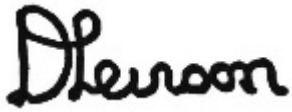
12.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	The owners corporation have received Complaint Forms from one lot owner in relation to various issues. Various issues include among the others: lifts, AGM 2017, levies 2016, Committee members, financial audit, AGM 2018. Each complaint is being dealt with by the owners corporation Committee.
13.	Has the owners corporation has appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 477 Swanston Street **Melbourne Vic 3000**
14.	Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?
	No Administrator has been appointed
15.	Documents required to be attached to the owners corporation certificate are:
	A copy of the minutes of the last Annual General Meeting of the owners corporation A copy of the consolidated rules registered at Land Victoria A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled “Statement of advice and information for prospective purchasers and lot owners” A copy of the current Certificate of Currency A copy of the current Balance Sheet
16.	Note: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: Melcorp Strata Pty Ltd 477 Swanston Street Melbourne Vic 3000 info@melcorpstrata.com.au The information in this Certificate is correct to the best of the manager’s knowledge at the date it is given. The information in this Certificate is subject to change without notice. Pursuant to section 135(1) of Owners Corporation Act 2006, a lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner’s mailing address in Australia for the service of notices and any changes to it as soon as possible. Please note: Payments made at Australia Post and by cheque will incur a $2.75 DEFT processing fee.

This owners corporation certificate was prepared by:

Postal address

477 Swanston Street
Melbourne Vic 300
info@melcorpstrata.com.au

(signature)



(print name)

Darren Levison

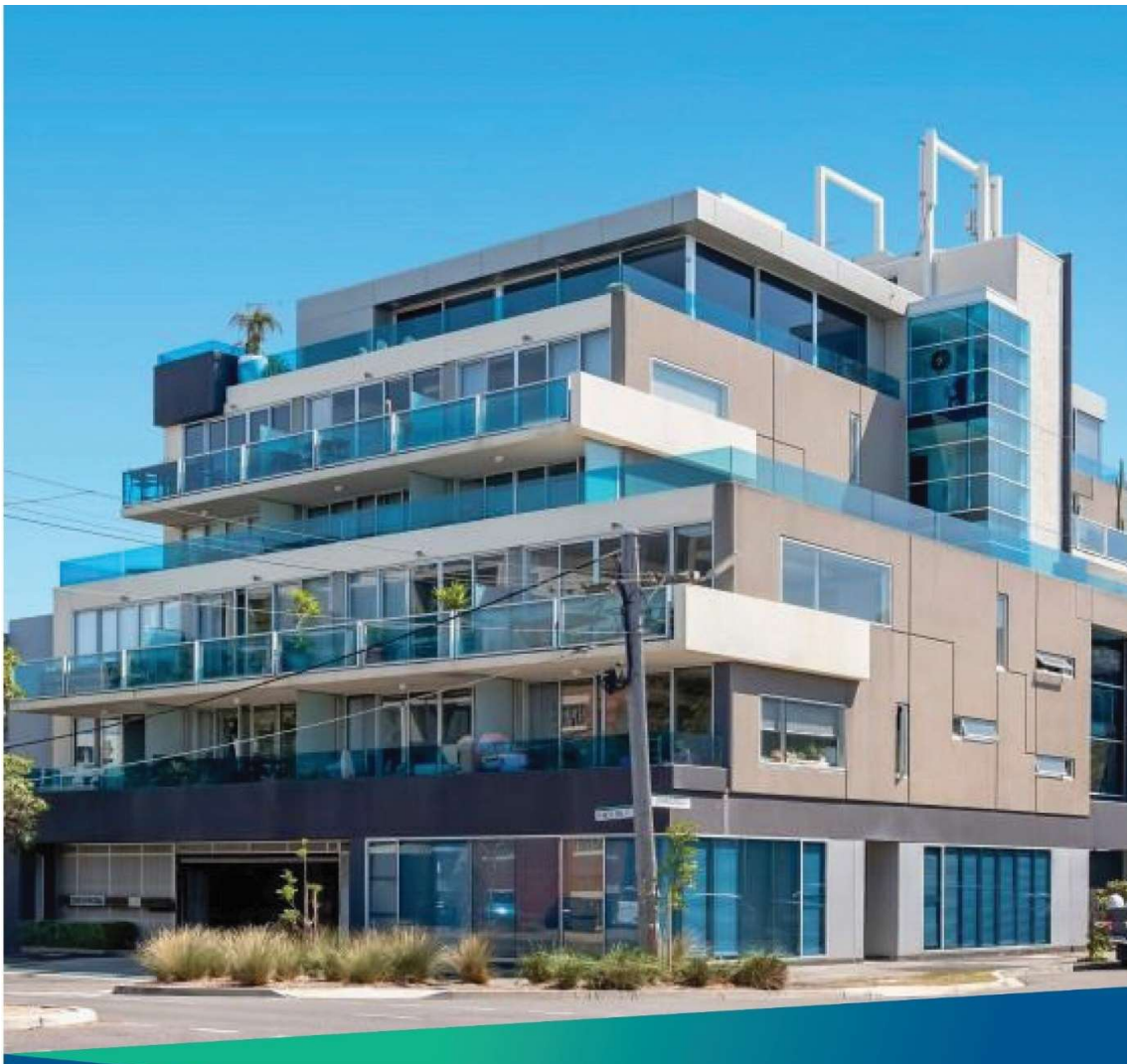
(name of management company if relevant) as delegate of the owners corporation

Melcorp Strata Pty Ltd

The common seal of owners corporation number

was affixed in accordance with section 20 of the *Owners Corporations Act 2006*





Annual General Meeting Minutes

Sugar Apartments

Owners Corporation 1 Plan No. PS 429424C

Your greatest asset

Melcorp
Strata

Minutes of the Annual General Meeting

Owners Corporation No.1 Plan No. PS429424C

Held via a Microsoft Teams Meeting
On: Tuesday 30 November 2021
Commencing At: 5:30 pm

1 REGISTRATION OF PERSONS PRESENT AT THE MEETING

1.1 Members Present

LOT	OWNER	FINANCIAL (PAID UP TO DATE)
4	Philip Pratt	Yes
5	Geoffrey McDonald	Yes
9	Brodie Mitchell	Yes
17	Mitch & Jessica Simons	Yes
20	Alex Talevski	Yes
30	Selwyn Auster	Yes

1.2 Also in Attendance

Darren Levison of Melcorp Strata Pty Ltd
Esin Falvo of Melcorp Strata Pty Ltd
Mike Zha of Melcorp Strata Pty Ltd

2 REGISTRATION OF APOLOGIES

None

REGISTRATION OF PROXIES

None

3 QUORUM DETERMINATION

It was noted that in accordance with section 77 of the Owners Corporations Act that a quorum wasn't achieved.

NOTICE OF INTERIM RESOLUTIONS
As there was no quorum, then all decisions of the meeting are interim decisions. These interim decisions will become decisions of the owners corporation if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision or if the decisions are confirmed at a later meeting.

WHAT MUST YOU DO
If you disagree with the result of any of the resolutions passed at this meeting, then you must petition the manager of the owners corporation to call another meeting within 28 days of the meeting or by 28 December 2021. The managers details are as follows:

Melcorp Strata Pty Ltd
477 Swanston Street
Melbourne Vic 3000
Ph: 03 8638 1822
Email: info@melcorpstrata.com.au

4 ELECTION OF MEETING CHAIR & MINUTES TAKER

Resolved by Ordinary Resolution

That Darren Levison (Melcorp Strata) would chair the meeting and take the minutes of the meeting.

5 BUSINESS WITH NOTICE

5.1 Meeting Etiquette

Resolved by Ordinary Resolution
The owners corporation received and adopted the Melcorp Strata Pty Ltd Meeting Etiquette document, a copy of which was attached to the Notice of meeting.

5.2 Conflict of Interest

Resolved by Ordinary Resolution
The Owners Corporation Manager declared that Melcorp Strata did not have any potential conflicts of interest relating to any of the agenda items. No other attendee declared a potential conflict of interest.

5.3 Minutes of the Previous Meeting

Resolved by Ordinary Resolution
That the Annual General Meeting Minutes dated 11 November 2020, a copy of which were attached to the notice of meeting, be confirmed as a true and correct record of the meeting in accordance with section 81 of the Owners Corporation Act.

5.4 Committee Report
Resolved by Ordinary Resolution

The owners corporation received and accepted a verbal report from Brodie Mitchell in accordance with sections 39 and 115 of the Owners Corporation Act.

5.5 Owners Corporation Managers Report
Resolved by Ordinary Resolution
The owners corporation received and accepted the report from the Owners Corporation Manager, a copy of which was attached to the notice of meeting, in accordance with sections 126 and 159 of the Owners Corporations Act.

5.6 Owners Corporation Insurance
Resolved by Ordinary Resolution
The owners corporation received and accepted the following in regards to insurance in accordance with sections 59 - 61 of the Owners Corporations Act.

Insurer	CHU Insurance
Policy Number	HU0012682
Building & Common Property	$12,940,000
Temporary Accommodation & Loss of Rent	$1,941,000
Public Liability	$20,000,000
Office Bearer's Legal Liability	$1,000,000
Insurance Renewal Date	31 July 2022

Note: As the Owners Corporation Insurance does not cover fittings (including carpets, light fittings and window furnishings), contents and public liability for individual lots it is strongly suggested that each owner seeks their own independent advice on insurance to cover issues that may arise in their lot. Please refer to the Insurance details attached

The owners corporation is awaiting an insurance valuation. If the Building & Common Property Cover is significantly higher than the current Cover, Melcorp Strata will source 2 or 3 quotations.

5.7 Owners Corporation Insurance Excess
Resolved by Ordinary Resolution
That the owners corporation may charge the excess payable on any insurance claim against the Owners Corporation's insurance to the party whose property, actions or inactions gave rise to the insurable event as deemed by the Owners Corporation.

5.8 Financials
Resolved by Ordinary Resolution
The owners corporation received and accepted the financials, a copy of which was attached to the notice of meeting, for the year ending 30 September 2021, in accordance with section 34 of the Owners Corporations Act.

The Meeting noted that the garage door replacement (to be completed in 2021) will be paid from the Maintenance Fund for this financial year. Melcorp Strata will source 2 additional quotations to replace the mesh in the laneway.

5.9 Administrative Fund Budget and Fees
Resolved by Ordinary Resolution

The owners corporation approved and determined the Administrative Fund Budget for the period 1 October 2021 – 30 September 2022 at $96,150.00 plus GST ($105,765.00 including GST), a copy of which was attached to the notice of meeting, in accordance with section 23 (1) of the Owners Corporations Act.

Further that the owners corporation approved and determined the Administrative Fund Fees in accordance with section 23 (3) of the Owners Corporations Act in line with the following table and further that Fee Notices be issued in quarterly instalments due on 1 October, 1 January, 1 April and 1 July in each year.

Period	Total Funds	Per unit of Lot Liability
1 Oct 21 – 31 Dec 21	$24,091.80	$14.17**
1 Jan 22 – 31 Mar 22	$27,224.40	$16.01*
1 Apr 22 – 30 June 22	$27,224.40	$16.01*
1 Jul 22 – 30 Sep 22	$27,224.40	$16.01*
1 Oct 22 – 31 Dec 22	$26,441.25	$15.55*
1 Jan 23 – 31 Mar 23	$26,441.25	$15.55*

**These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.*

*** These amounts have already been invoiced to all owners*

5.10 Maintenance Fund Budget and Fees
Resolved by Ordinary Resolution

The owners corporation approved and determined the Maintenance Fund Budget for the period 1 October 2021 – 30 September 2022 at $28,636.37 plus GST ($31,500 including GST), a copy of which was attached to the notice of meeting, in accordance with section 23 (2) of the Owners Corporations Act.

Further that the owners corporation approved and determined the Maintenance Fund Fees in accordance with section 23 (3) of the Owners Corporations Act in line with the following table and further that Fee Notices be issued in quarterly instalments due on 1 October, 1 January, 1 April and 1 July in each year.

Period	Total Funds	Per unit of Lot Liability
1 Oct 21 – 31 Dec 21	$6,818.21	$4.01**
1 Jan 22 – 31 Mar 22	$8,227.27	$4.84*
1 Apr 22 – 30 June 22	$8,227.27	$4.84*
1 Jul 22 – 30 Sep 22	$8,227.27	$4.84*
1 Oct 22 – 31 Dec 22	$7,875.00	$4.63*
1 Jan 23 – 31 Mar 23	$7,875.00	$4.63*

**These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST.*

*** These amounts have already been invoiced to all owners*

5.11 Interest on Arrears

Resolved by Ordinary Resolution

The owners corporation instructed Melcorp Strata to charge penalty interest on all arrears in accordance with section 29 of the Owners Corporations Act and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act.

5.12 Authority to Waive Penalty Interest

Resolved by Ordinary Resolution

The owners corporation delegated to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.13 Levy Arrears

Resolved by Ordinary Resolution

The owners corporation instructed the Owners Corporation Manager to take all lot owners who are in arrears, and who have received a “Final Fee Notice”, to either VCAT or the Magistrates Court of Victoria to recover all monies owed to the owners corporation in accordance with section 30 of the Owners Corporations Act, further that the owners corporation instruct the Owners Corporation Manager to recover from the lot owner all fees and charges associated with making such application, as well as all fees associated with the recovery of any arrears.

5.14 Recovery of Costs

Resolved by Ordinary Resolution

That the Owners Corporation may commence debt recovery proceedings for recovery of any outstanding fees, levies, interest, final fee notice charges, debt recovery fees, charges and other money due, against any member of the Owners Corporation in the Victorian Civil and Administrative Tribunal or any competent Court (including without limitation the Magistrates' Court of Victoria, Supreme Court of Victoria or Federal Circuit Court of Australia). This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. Further, that any charges incurred by the owners corporation to recover any monies owing to the owners corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the owners corporation.

5.15 Election of the Committee

Resolved by Ordinary Resolution

Brodie Mitchell called a poll to elect the Committee in accordance with Section 92 (3) of Owners Corporations Act 2006. Melcorp Strata will send a Committee Ballot Paper to the AGM attendees and notify all lot owners of the outcome.
The owners corporation confirms the following nominees for the Committee in Accordance with sections 100 and 103 of the Owners Corporations Act.

COMMITTEE NOMINEE
Geoffrey McDonald
Brodie Mitchell
Alex Talevski
Georgina Znidarec
Selwyn Auster
Dixy M. De La Rosa

5.16 Delegation of Power

Resolved by Ordinary Resolution

That in accordance with section 11 of the Owners Corporations Act, the owners corporation delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the owners corporation.

6 GENERAL BUSINESS

6.1 Car Parking Allocation

The owners corporation agreed that if a lot owner wishes to change their allocated car park, that they draft an e-mail to lot owners which Melcorp Strata will forward to lot owners & managing agents.

7 CLOSURE

The Meeting was declared closed at 6:40 pm.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

RULES FOR BODY CORPORATE
PLAN OF SUBDIVISION 429424C
38 ROUSE STREET, PORT MELBOURNE

1. A member must not and must ensure that the occupier of or a visitor to a member's lot does not:-

a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or

b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate; or

c) park in a space allocated to an occupational unit other than the one allocated to that specific unit; or

d) use or permit any lot or the common property to be used for any purpose which may be illegal or in the opinion of the Body Corporate either
   (i) injurious to the reputation of the development or
   (ii) which may cause a nuisance or hazard to any other member or occupier of any lot or their families or visitors;

e) make or permit to be made any undue noise in or about the common property or any lot;

f) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8am; or

g) keep any animal or pet within their lot or on any common property without the consent of the Body Corporate.

h) do in the member's unit any act or thing which may be or become an annoyance or nuisance to the Body Corporate or to any occupier of any other unit; or

i) store any material or goods on the common property except with the prior written consent of the Body Corporate and in accordance with the terms and conditions contained in that written consent

j) Other than with the consent of the Body Corporate, which consent shall not be unreasonably withheld, use or permit the lot or any part thereof to be used for carrying on any trade or business or for any use other than that of a private residence or home office (whether of the owner or any tenant of the owner).

k) **make any alterations or additions to the exterior of the unit without the written consent of the Body Corporate or the painting or decorating or otherwise of the same or the erection (without the like consent) of any television or radio antenna or any canvas blind or other awning on the outside of any window,** not make any structural alterations or additions to the interior of the unit or any part thereof which may diminish the support and shelter of any unit on the subdivision without the written consent of the Body Corporate, the Body Corporate having the right to appoint an architect, structural engineer or building contractor at the expense of the member requiring the consent to approve such alterations which consent shall not be unreasonably refused; or

l) damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or the use of the same for any purpose other than the purpose for which they are provided or properly available; or

m) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body Corporate; and ensure that vegetable/food waste is contained in such a manner as not to smell, escape or cause offence in transportation or storage thereof; or

n) breach the regulations from time to time by the Body Corporate relating to the disposal of garbage; or

o) allow any garden, deck or open land forming part of the lot or adjoining common property to become overgrown or unsightly;

p) erect or display, or permit to remain erected or displayed, any sign, device or object which may be seen from outside the member's lot and which is incongruous or unsightly or detracts from the external appearance of the building; or

q) install or place, or permit to remain installed or placed; fan or other appliance in such a position as to be visible from outside, display any placard, advertisement or sign in or upon the member's unit or upon the common property unless the Body Corporate first grants consent in writing thereto and then only in accordance with the terms and conditions specified in such consent; or

r) hang any garment, sheet, blanket, towel or other article on or from the exterior of the member's lot or on the common property;

s) keep or leave open or permit any security door or the door into any stairwell to be kept or left open for any purpose whatsoever; or

t) permit any tradespeople or work people to be on a lot or the common property:

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

(ii) before 9am or after 5pm on any other day; or

u) any building work requiring approval under the Building Control Act 1981 unless:

(i) at least 21 days written notice of intention to carry out the work, accompanied by proper plans and specifications of the work, has been given to the Body Corporate by the member who owns the lot on which the work is proposed to be carried out; and

(ii) the work is carried out in accordance with such reasonable direction as the Body Corporate may give; or

v) obstruct any fire appliance cupboard, stairway or land or permit any fire appliance cupboard, stairway or land to be obstructed; or

w) breach the regulations from time to time made by the Body Corporate relating to the use of any part of the common property; or

x) fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspaper advertising and promotional literature or material and all and any other objects whatsoever whether solicited or unsolicited or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever and therefore be unable so to do for any period which shall include one night notwithstanding that this requirement may be waived entirely or otherwise amended by the Body Corporate provided that any such waiver amendment is obtained from the Body Corporate in writing not less than seven days prior to the date or dates from which such waiver is required.

y) replace any window glazing or broken window glazing with glass other than the type so removed or broken or treat any internal surfaces of any external window glazing in any way whatsoever which alters the external appearance of such glazing.

2. A member shall not do nor permit to be done any act or thing whereby any policy of insurance on the building or other improvements in the parcel or any part thereof may become void or voidable or which may increase the premium payable in respect of any such insurance.

3. A member must or must ensure that the occupiers of a member's lot will at the member's cost pay the managing agent/manager of the Body Corporate in advance for replacement security key(s)/car park access devices in the event of loss.

4. Signage on the building, advertising Lot(s) for Sale or Lease is subject to Body Corporate approval.

5. Any Member who carries out any building work shall reimburse the Body Corporate the cost of making good any damage to the Common Property arising out of or connected with that building work.

6. The Body Corporate agrees to grant to Lot Owners, their heirs, successors, transferees and other registered Proprietors or Proprietors for the time being a licence to use one car space in the common area which is distinguished as to the area colored orange in the attached extract of Plan of Subdivision.

DEFINITIONS

Occupational Unit Owner(s) - The owner of any lot numbered 1 to 30

Member - A member of the Body Corporate.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0012682
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/07/2022 to 31/07/2023 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 429424C
Situation	33 JOHNSTON STREET PORT MELBOURNE VIC 3207

Policies Selected

Policy 1 – Insured Property
Building: $13,323,000
Common Area Contents: $133,230
Loss of Rent & Temporary Accommodation (total payable): $1,998,450

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $1,000,000

Policy 7 – Machinery Breakdown
Sum Insured: $100,000

Policy 8 – Catastrophe Insurance
Sum Insured: $3,996,900
Extended Cover - Loss of Rent & Temporary Accommodation: $599,535
Escalation in Cost of Temporary Accommodation: $199,845
Cost of Removal, Storage and Evacuation: $199,845

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 30/07/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Melcorp Strata Pty Ltd
L17/501 Swanston St MELBOURNE VIC 3000 ABN: 88 065 174 677
Ph: 03 8638 1822 Email: info@melcorpstrata.com.au

Balance Sheet - O/Corp 429424C
"SUGAR APARTMENTS"
33 JOHNSTON STREET, PORT MELBOURNE, VIC 3207

For the Financial Period 01/10/2022 to 09/02/2023

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS429424C	$71,785.72	$92,712.39	$164,498.11
Macquarie Bank BSB: 183-334 Acc No: 227602836			
Accounts Receivable	$632.50	$0.00	$632.50
GST Paid	$2,200.79	$157.27	$2,358.06
GST Unpaid	$15.14	$0.00	$15.14
Levies Receivable	$6,105.38	$277.96	$6,383.34
Petty Cash	$500.00	$0.00	$500.00
Total Assets	**$81,239.53**	**$93,147.62**	**$174,387.15**
Liabilities			
Accounts Payable	$166.56	$0.00	$166.56
BAS Clearing	$(591.65)	$(151.41)	$(743.06)
GST Collected	$2,850.86	$858.68	$3,709.54
GST Uncollected	$1,107.15	$164.01	$1,271.16
Levies in Advance	$777.68	$165.42	$943.10
Other Payable - FFN	$(0.01)	$0.00	$(0.01)
Other Payable- Arrears Notice	$461.37	$0.00	$461.37
PayG	$0.00	$(766.43)	$(766.43)
Total Liabilities	**$4,771.96**	**$270.27**	**$5,042.23**
Net Assets	**$76,467.57**	**$92,877.35**	**$169,344.92**

Balance Sheet - O/Corp 429424C
"SUGAR APARTMENTS"
33 JOHNSTON STREET, PORT MELBOURNE, VIC 3207

For the Financial Period 01/10/2022 to 09/02/2023

	Administrative	Maintenance	TOTAL THIS YEAR
Owners Funds			
Opening Balance	$45,607.61	$79,508.77	$125,116.38
Net Income For The Period	$30,859.96	$13,368.58	$44,228.54
Total Owners Funds	**$76,467.57**	**$92,877.35**	**$169,344.92**

MELCORP
Strata

Sugar Apartments

Owners Corporation 1 Plan No. PS429424C
33 Johnston Street Port Melbourne VIC 3207

17/06/2022

Dear Owner(s),

RE: WINDOW FURNISHINGS AT 33 JOHNSTON STREET, PORT MELBOURNE

In the interest of maintaining uniformity across the building, please see below approved and preferred window furnishings for all Ground Floor Apartments. They are standard plantation shutters and require installation internally.



If you have any queries, please contact us on (03) 8638 1822.

Kind regards,

Darren Levison
Senior Owners Corporation Manager

SUGAR APARTMENTS: MOVE-IN MOVE-OUT/RENOVATIONS GUIDE

A move or renovation must be booked and confirmed with the Owners Corporation Manager prior to making any arrangements. Moves and renovations are only permitted once the protective lift covers are fitted. Lift covers can be ordered via - minders@minders.com.au

You will be asked for a specific timeframe as the lift covers need to be removed immediately (after completion). The moving in or out of furniture or goods is usually only permitted between the hours of 9am and 6pm. Any resultant damage caused during the move/renovation period will be repaired by the Owners Corporation and on charged to the offending Lot Occupier.

Reminder:

- When moving in/out DO NOT hold the lift doors open for long periods of time as this impacts the mechanical operation of the lift
- The driveways must always be kept clear
- We encourage you to have a copy of the removalist's Public Liability Insurance Policy (Insurance protects all parties)
- Furniture or goods must not be stacked or placed against the lift doors; common walls or impede paths of travel
- No packing materials, cartons or boxes are to be left in the rubbish room (please encourage your removalist to take cardboard boxes and packaging away with them)
- The Occupier is responsible to ensure all rubbish is cleared from the common areas

Door Measurements:

	Height (metres)	Width (metres)	Depth (metres)
Front entry door	2.350	0.900	
Lift door	2.100	0.900	
Car internal	2.240	1.420 (handrail at 1.320)	2.000

We thank you for your anticipated cooperation.

Owners Corporation Management

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT

Ver.7.1.0/0621

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) 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 Victorian Civil and Administrative Tribunal (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:	**Paul & Christine Ebsworth**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**19 Station St, Oakleigh VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**rental.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER	RENTER	**Sara Alida Hughes**	**saraalidahughes@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **22/33 Johnston Street, PORT MELBOURNE, VIC, 3207**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **12** months Agreement)
Start date: **7/05/2022** *(this is the date the agreement starts and you may move in)* End date**: 6/05/2023**

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
$1,477.00 Per Calendar Month (payable in advance)
Day rent is to be paid on the **6th** of each month
Date first rent payment due **6 December 2021**

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: **$1,477.00**
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

	Tony Layandro (Dec 9, 2021 09:41 GMT+11)	Dec 9, 2021
Signature of AGENT on behalf of the RENTAL PROVIDER	**Tony Layandro** *Name*	*Date*
RENTER	Sara Alida Hughes (Dec 9, 2021 11:12 GMT+11)	Dec 9, 2021
Signature of RENTER	**Sara Alida Hughes** *Name*	*Date*

Additional Documents

1. Owners Corporation Rules (as the case may be)

Prepared on: 8 December 2021

PT790_LR-07.05.22-06.05.23 - 22 33 Johnston Street

Final Audit Report 2021-12-09

Created:	2021-12-08
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyKZiJZgzF2iPii1IZXnf9TWTEq3sYKSp

"PT790_LR-07.05.22-06.05.23 - 22 33 Johnston Street" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2021-12-08 - 4:48:04 AM GMT- IP address: 103.36.33.53

Document emailed to Tony Layandro (pm4.oa@xynergy.com.au) for signature
2021-12-08 - 4:50:31 AM GMT

Email viewed by Tony Layandro (pm4.oa@xynergy.com.au)
2021-12-08 - 4:50:42 AM GMT- IP address: 66.249.84.170

Document e-signed by Tony Layandro (pm4.oa@xynergy.com.au)
Signature Date: 2021-12-08 - 10:41:35 PM GMT - Time Source: server- IP address: 103.79.105.168

Document emailed to Sara Alida Hughes (saraalidahughes@gmail.com) for signature
2021-12-08 - 10:41:37 PM GMT

Email viewed by Sara Alida Hughes (saraalidahughes@gmail.com)
2021-12-08 - 10:41:46 PM GMT- IP address: 66.249.84.165

Document e-signed by Sara Alida Hughes (saraalidahughes@gmail.com)
Signature Date: 2021-12-09 - 0:12:06 AM GMT - Time Source: server- IP address: 1.152.25.203

Agreement completed.
2021-12-09 - 0:12:06 AM GMT