

CONTRACT OF SALE OF REAL ESTATE

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Address: UNIT 11, 516 MORELAND ROAD, BRUNSWICK WEST VIC 3055

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.

In that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....on/..... /2024

Print name(s) of person(s) signing:

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

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

SIGNED BY THE VENDOR

..... on/..... /2024

Print name of person signing **Racheal Katrina Caligiuri and James Andrew Wolstencroft**

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co

1/337 Settlement Road, Thomastown VIC 3074

Tel: 9465 7766 Fax:

Ref: Paul Rametta Mobile:

Email: sold@rataandco.com.au

VENDOR

Racheal Katrina Caligiuri and James Andrew Wolstencroft

of:

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

JAMES & CO CONVEYANCING

of Unit 2, 101 Yale Drive, Epping VIC 3076

Tel: 03 9620 7578 Fax:

Ref: Andrew Curtis AC:245879

Email: andrew@jamesco.net.au

PURCHASER

of:

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:

Tel:

Fax:

Ref:

Email:

PROPERTY ADDRESS

The address of the property is

Unit 11, 516 Moreland Road, Brunswick West VIC 3055

LAND (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 09156 Folio 802	11	007882
Volume 09156 Folio 847	56	007882

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

All Fixed Floor Coverings, Electric Light Fittings and Window Furnishings

PAYMENT

(General Condition 10)

Price	\$	
Deposit	\$	By (of which \$..... has been paid)
Balance	\$	payable at settlement

GST (General Condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

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

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

GST – RESIDENTIAL WITHHOLDING PAYMENT

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** (see template attached).

SETTLEMENT

(General Condition 10)

is due on/...../20.....

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; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and/or 14 days after the vendor gives notice in writing to the purchaser of the issue of an occupancy permit.

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1,

If 'subject to lease' then particulars of the lease are:

Refer attached copy Lease/Tenancy Agreement

TERMS CONTRACT

(General Condition 23)

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

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

**SPECIAL
CONDITIONS**

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

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

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable 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 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 S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

- (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.

13.5 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.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

14. Loan

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

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

- (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 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.

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

15. Adjustments

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

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

- (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) 'periodic outgoings' does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.; 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.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
- (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

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

~~24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.~~

~~24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.~~

~~24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.~~

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

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

Special condition 2 – Acceptance of title

General condition 12.4 is added:

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

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

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

Special condition 4 – Adjustments

General condition 15.3 is added:

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

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

Special condition 5A – GST withholding

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

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general

condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 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.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

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

Special condition 10 – Bank guarantee

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

10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

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

Special condition 12 – Pest report

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

Special condition 13 – Adjustments

- 13.1 The purchaser's representative is to prepare and forward statement of adjustments at least 2 days prior to settlement and provide the vendor's representative with a copy of all certificates relied upon to prepare adjustments.

Special Condition 14 – Swimming Pool/Spa

- 14.1 In the event the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulation 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

Special condition 15 – Industry Christmas Holiday Period

- 15.1 The due date for settlement stipulated in the Particulars of Sale must not be between 22nd December 2023 and 15th January 2024 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, this Special Condition will prevail and have the effect of altering the due date for settlement to read 16th January 2024.

ADDITIONAL SPECIAL CONDITIONS

1. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land (Amendment) Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.
2. The property and any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.
3. The Purchaser acknowledges that prior to the execution of this Contract or any other document legally binding upon him he received from the Vendor's Agent the following:
 - (a) A copy of this or any prior Contract for the said land; and
 - (b) A Vendor's Statement pursuant to Section 32 of the Sale of Land Act.
4. The Purchaser acknowledges that the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, his Agent and the Purchaser.
5. It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to any one gender shall include the other and where more persons than one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.
6.
 - (a) Subject to a reserve the highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser.
 - (b) The Auctioneer may refuse any bid, may determine the maximum or minimum amount by which this bidding may be advanced and if any dispute arises respecting any bid the Auctioneer shall at his option either decide whose was the last bid or submit the property again at the last undisputed bid. No bidding shall be retracted.
 - (c) The Vendor reserves the right to make one or more bids either personally or by his Agent or to withdraw the property from sale at any time without disclosing the reserve price.

- (d) The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by Regulation which modify or replace those Rules.
- (e) The bidder to whom the property is knocked down shall within 15 minutes after the fall of the hammer pay the said deposit and sign this Contract. If the said bidder fails to pay such deposit and sign such Contract within the specified time then the Vendor may at his option thereupon or at any time thereafter sell the land either by auction or private treaty to any other Purchaser and the said bidder shall not be entitled to call for a Contract of Sale of the said land and shall have no interest legal or equitable in such land.
7. At settlement the purchaser and/or their representative must add to the vendor's destination line in PEXA or any other online Settlement Portal as is available at the time, any payments required to be made towards the council rates, water rates, land tax, owners corporation fees and/or outgoings as required.

8. Interest Payable on Default

If the Purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent (16%) per annum shall be paid by the Purchaser to the Vendor on any money overdue for payment. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

9. Breach

General Condition 25 (GC) contained in the Contract of Sale of Real Estate prescribed under Section 99 of the Estate Agents Act 1980 shall not apply to the Contract attached hereto and the following Special Condition shall apply in its stead:-

Wherein the singular shall include the plural, the male gender shall include the female gender or a body corporate and in the GC 25 the word "purchaser" shall be substituted for the word "party".

A purchaser who breaches this Contract must pay to the Vendor on demand:-

- (a) The full amount payable under the Contract attached hereto, whether due to be paid or not;

- (b) Compensation for any reasonably foreseeable loss to the Vendor resulting from the breach; and
- (c) Any interest under the Contract attached hereto as a result of the breach.

The Purchaser agrees that the Vendor shall not be liable for any damages, costs or interests whatsoever or however arising.

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the Vendor and the Purchaser ("the Contract") for payment of the residue as defined in the Contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the date, as a result of the alteration of the due date as specified in the Contract the Vendor will or may suffer the following reasonably foreseeable losses or expenses due to the purchaser's default, which the Purchaser shall be required to pay the Vendor in addition to the interest payable in accordance with the terms of the Contract.

- (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing mortgage over the property sold calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
- (d) Costs and expenses as between the vendor's conveyancer and the Vendor to be specific \$385.00 inc GST.
- (e) Penalties interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendor's purchase, whether they are in relation to purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and
- (f) All commissions, fees and advertising expenses payable to Vendor's Real Estate Agent.

10. **GST Withholding** notice is attached herewith to the contract of sale.

11. **Adjustments**

11.1. All rates, taxes, assessments and outgoings (collectively referred to as "outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the date of settlement. (except where law exempts such as Land Tax and Windfall tax)

11.2. The Purchasers representatives shall provide all relevant certificates (updated if verbal confirmation cannot be obtained from the authorities) to this office for the calculation of the rates adjustments and outstanding amounts for settlement via email. Uploading to PEXA is not accepted and will be a breach of the contract of sale.

12. The PEXA Workspace is to be setup by the vendors conveyancer only at least 14 business days prior to settlement. Should the purchaser's legal representative setup the PEXA Workspace, the purchaser will be in breach of the contract.

13. Pursuant to General Condition 18, the purchaser will have the right to nominate a subsequent/co-purchaser. Any nomination must be provided no less than 2 business days prior to settlement and the nominee is to pay the vendors conveyancers legal fees of \$350.00 Plus GST, to be adjusted at settlement.

INFORMATION ONLY

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Racheal Katrina Caligiuri and James Andrew Wolstencroft, 18 Moreton Crescent, Bundoora
VIC 3083

Property Address: Unit 11, 516 Moreland Road, Brunswick West VIC 3055

Lot: 11 and 56 Plan of subdivision: 007882 and 007882

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 22/10/2024

Signed for an on behalf of the Vendor: *James & Co Conveyancing*

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor (hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase monies interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the monies or to carry out and perform the obligations herein contained.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor has been paid and all obligations have been performed.

SCHEDULE

Vendor: Racheal Katrina Caligiuri and James Andrew Wolstencroft

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantor has set their hand and seal this
day of 2024.

SIGNED SEALED AND DELIVERED)
in Victoria by the said Guarantor)
in the presence of:)

SIGNED SEALED AND DELIVERED)
in Victoria by the said)
in the presence of:)

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 11, 516 MORELAND ROAD, BRUNSWICK WEST VIC 3055
-------------	---

Vendor's name	Racheal Katrina Caligiuri	Date	/ /
Vendor's signature	_____		
Vendor's name	James Andrew Wolstencroft	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)

(a) Their total does not exceed: \$4,500.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

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

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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):

Not Applicable

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

Not Applicable

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

Attached is a certificate with the required specified information.

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.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

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 1000m²; (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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

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

Page 1 of 1

VOLUME 09156 FOLIO 802

Security no : 124118704250U
Produced 02/10/2024 01:07 PM

LAND DESCRIPTION

Lot 11 on Registered Plan of Strata Subdivision 007882.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08341 Folio 270
Created by instrument G250992 02/08/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JAMES ANDREW WOLSTENCROFT
RACHEAL KATRINA CALIGIURI both of 11/516-518 MORELAND ROAD BRUNSWICK WEST
VIC 3055
AL432218U 20/10/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR668210S 19/11/2018
MEMBERS EQUITY BANK LTD

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

DIAGRAM LOCATION

SEE RP007882 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 11 516-518 MORELAND ROAD BRUNSWICK WEST VIC 3055

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP007882

DOCUMENT END

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

Page 1 of 1

VOLUME 09156 FOLIO 847

Security no : 124119101169L
Produced 17/10/2024 11:18 AM

LAND DESCRIPTION

Lot 56 on Registered Plan of Strata Subdivision 007882.
CAR PARK
PARENT TITLE Volume 08341 Folio 270
Created by instrument G250992 02/08/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JAMES ANDREW WOLSTENCROFT
RACHEAL KATRINA CALIGIURI both of 11/516-518 MORELAND ROAD BRUNSWICK WEST
VIC 3055
AL432218U 20/10/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR668210S 19/11/2018
MEMBERS EQUITY BANK LTD

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

DIAGRAM LOCATION

SEE RP007882 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: MORELAND ROAD BRUNSWICK WEST VIC 3055

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP007882

DOCUMENT END



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Document Identification	RP007882
Number of Pages (excluding this cover sheet)	5
Document Assembled	02/10/2024 13:07

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PLAN OF STRATA SUBDIVISION	EDITION 1	RP007882
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LOCATION OF LAND

PARISH: JIKA JIKA CITY OF BRUNSWICK

TOWNSHIP: -

SECTION: A

CROWN ALLOTMENT: 8 & 7 (PT)

CROWN PORTION: -

TITLE REFERENCE: VOL. 8341 FOL. 270

LAST PLAN REFERENCE: LOT 2 ON LP47989

DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE

POSTAL ADDRESS: 516-518 MORELAND ROAD
BRUNSWICK WEST 3055

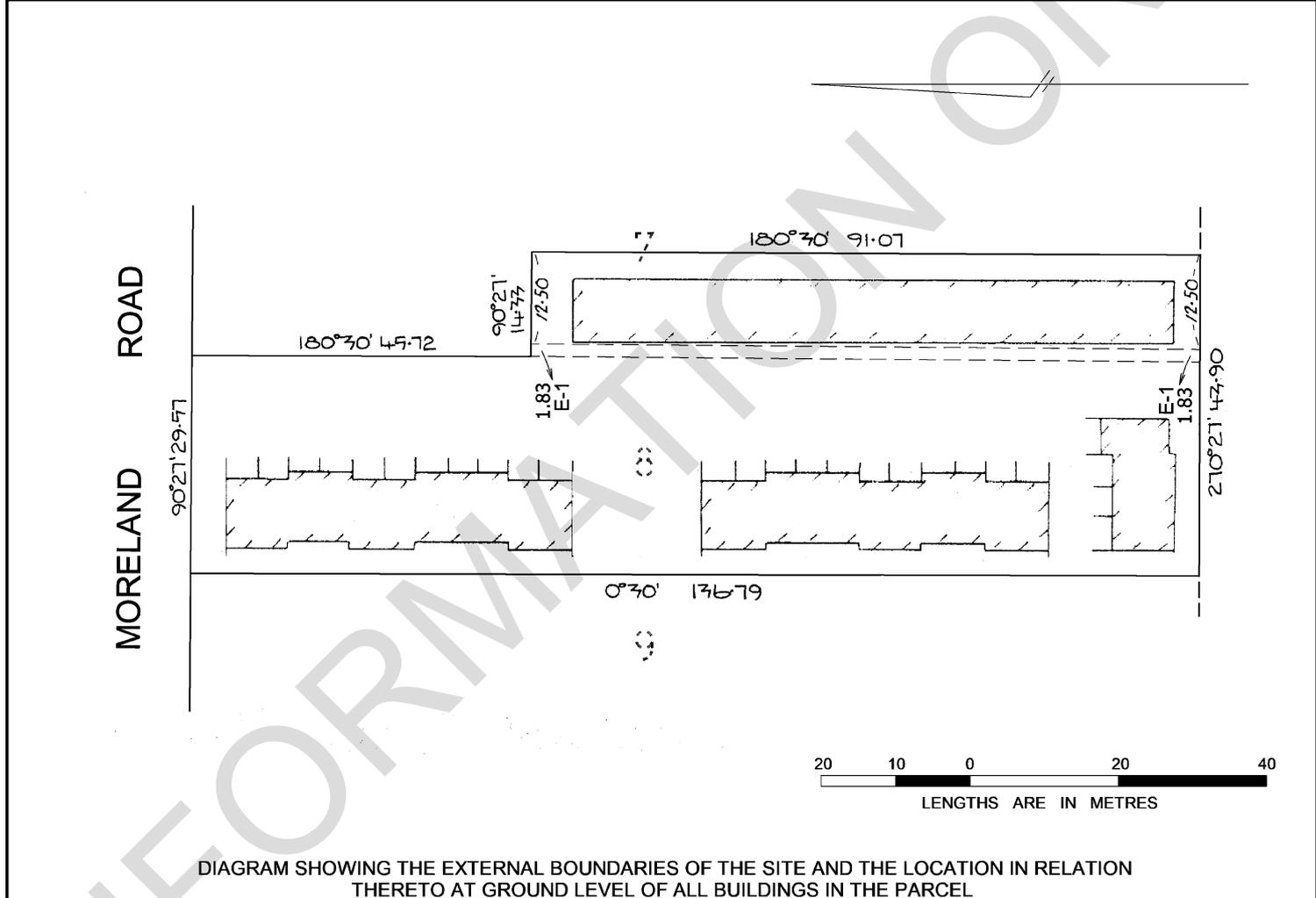
**FOR CURRENT OWNERS CORPORATION DETAILS
AND ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT**

SURVEYOR'S CERTIFICATE
 Surveyor: KEVIN J. BARGE
 Certification Date: 26/04/1976

SEAL OF MUNICIPALITY AND ENDORSEMENT
 Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
 by CITY OF BRUNSWICK on 19/07/1976

REGISTERED DATE: 02/08/1976

PLAN UPDATED BY REGISTRAR IN AN661031Q 27/06/2019



EASEMENT INFORMATION

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

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE	1.83	LP47989	LOTS ON LP47989	LOTS 27 TO 45, 66 & 67 & COMMON PROPERTY

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 45 ARE TWO STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 1 TO 45 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS TWELVE METRES ABOVE ITS LOWER BOUNDARY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 46 TO 90.

THE LOWER BOUNDARY OF LOT 46 TO 90 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 46 TO 90 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1 TO 45 ARE RESTRICTED LOTS.

LOTS 46 TO 90 ARE CAR PARK LOTS.

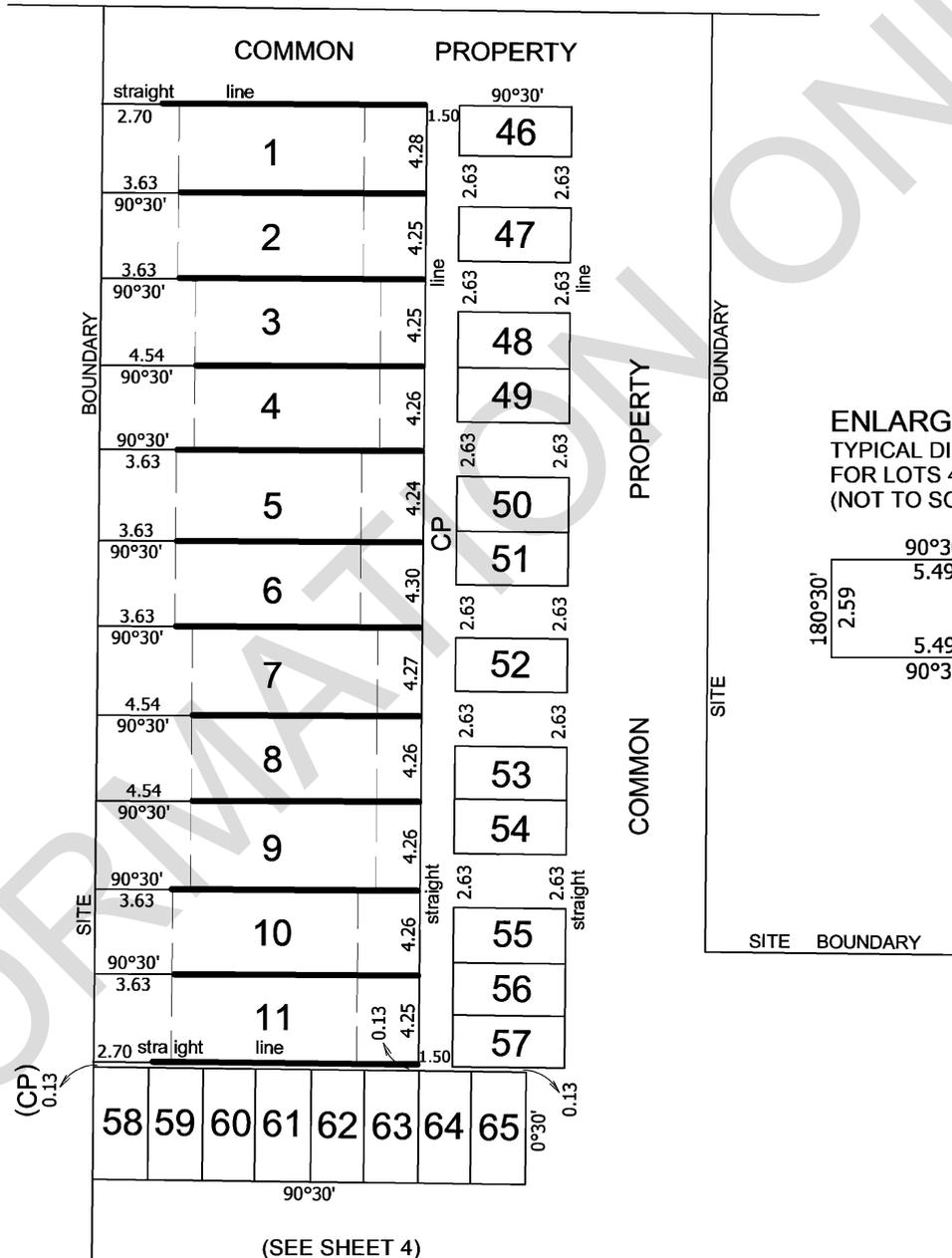
REGISTRATION OF DEALINGS WITH LOTS 1 TO 45 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

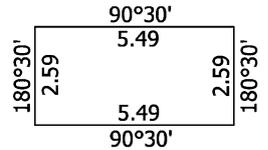
RP007882

DIAGRAM 1
GROUND LEVEL,
GROUND STOREY &
TOPMOST STOREY (PTS)

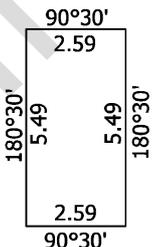
MORELAND ROAD



ENLARGEMENT
TYPICAL DIMENSIONS
FOR LOTS 46 TO 57
(NOT TO SCALE)



ENLARGEMENT
TYPICAL DIMENSIONS
FOR LOTS 58 TO 65
(NOT TO SCALE)



(SEE SHEET 4)

8 4 0 8 16

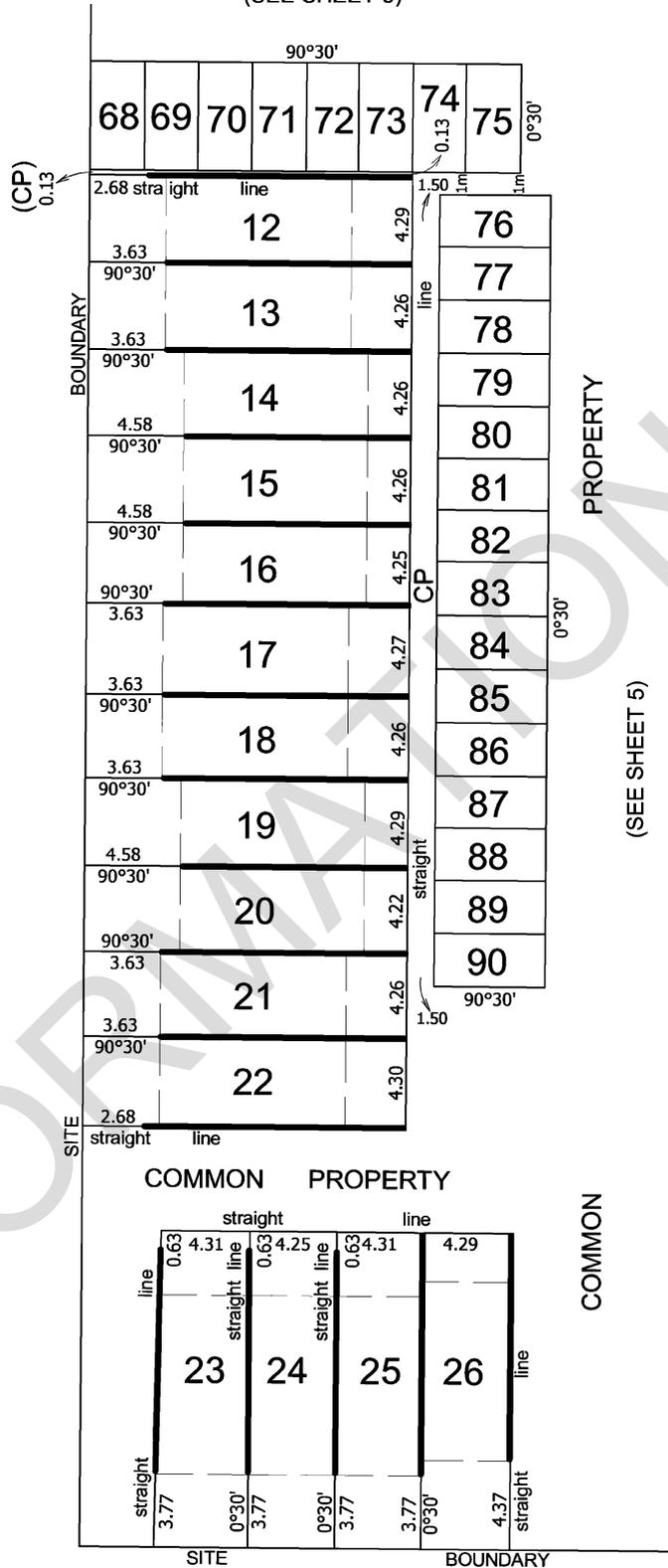
LENGTHS ARE IN METRES

PLAN OF STRATA SUBDIVISION

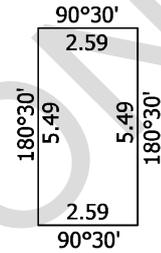
RP007882

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

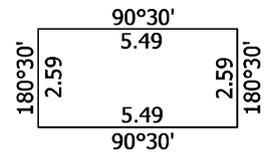
(SEE SHEET 3)



ENLARGEMENT
TYPICAL DIMENSIONS
FOR LOTS 68 TO 75
(NOT TO SCALE)



ENLARGEMENT
TYPICAL DIMENSIONS
FOR LOTS 76 TO 90
(NOT TO SCALE)



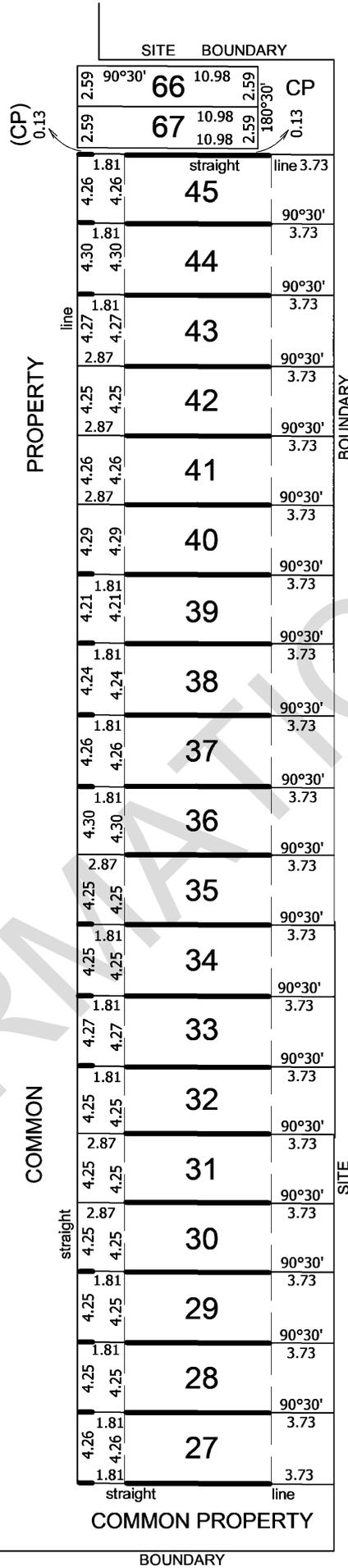
(SEE SHEET 5)



PLAN OF STRATA SUBDIVISION

RP007882

DIAGRAM 3
 GROUND LEVEL,
 GROUND STOREY &
 TOPMOST STOREY (PTS)



(SEE SHEET 4)





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. RP007882**

The land in RP007882 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 90.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ROSS-HUNT REAL ESTATE PTY LTD 99-105 UNION ROAD SURREY HILLS VIC 3127

AW329661G 07/12/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. RP007882**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	200	200
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	200	200
Lot 16	200	200
Lot 17	200	200
Lot 18	200	200
Lot 19	200	200
Lot 20	200	200
Lot 21	200	200
Lot 22	200	200
Lot 23	200	200
Lot 24	200	200
Lot 25	200	200
Lot 26	200	200
Lot 27	200	200
Lot 28	200	200
Lot 29	200	200
Lot 30	200	200
Lot 31	200	200
Lot 32	200	200
Lot 33	200	200
Lot 34	200	200
Lot 35	200	200





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2024 01:07:10 PM

**OWNERS CORPORATION
PLAN NO. RP007882**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	200	200
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Lot 41	200	200
Lot 42	200	200
Lot 43	200	200
Lot 44	200	200
Lot 45	200	200
Lot 46	2	2
Lot 47	2	2
Lot 48	2	2
Lot 49	2	2
Lot 50	2	2
Lot 51	2	2
Lot 52	2	2
Lot 53	2	2
Lot 54	2	2
Lot 55	2	2
Lot 56	2	2
Lot 57	2	2
Lot 58	2	2
Lot 59	2	2
Lot 60	2	2
Lot 61	2	2
Lot 62	2	2
Lot 63	2	2
Lot 64	2	2





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2024 01:07:10 PM

**OWNERS CORPORATION
PLAN NO. RP007882**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 65	2	2
Lot 66	2	2
Lot 67	2	2
Lot 68	2	2
Lot 69	2	2
Lot 70	2	2
Lot 71	2	2
Lot 72	2	2
Lot 73	2	2
Lot 74	2	2
Lot 75	2	2
Lot 76	2	2
Lot 77	2	2
Lot 78	2	2
Lot 79	2	2
Lot 80	2	2
Lot 81	2	2
Lot 82	2	2
Lot 83	2	2
Lot 84	2	2
Lot 85	2	2
Lot 86	2	2
Lot 87	2	2
Lot 88	2	2
Lot 89	2	2
Lot 90	2	2
Total	9090.00	9090.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2024 01:07:10 PM

**OWNERS CORPORATION
PLAN NO. RP007882**

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

INFORMATION ONLY

Your quarterly bill



Emailed to: racheal_caligiuri@hotmail.com
MR J WOLSTENCROFT & MS R CALIGIURI
UNIT 11/516-518 MORELAND RD
BRUNSWICK WEST VIC 3055

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

Account number 52 1069 9106
Invoice number 5217 3963 09117
Issue date 19 Jun 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Balance
\$110.31

Payment will be direct debited as per your payment arrangement

Summary

UNIT 11 516-518 MORELAND RD, BRUNSWICK WEST

Property Number 1014 243, LOT 11 RP 7882

Product/Service	Amount
Water Supply System Charge	\$20.03
Sewerage System Charge	\$114.47
Direct Debit/eBilling Discount	-\$2.00
Yarra Valley Water Total	\$132.50
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.38
Parks Charge	\$21.10
TOTAL (GST does not apply)	\$182.98

 **Important note**
Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.

Payment summary

Last Account	\$92.33
Paid/Adjusted	-\$165.00
Balance	\$72.67 CR
Total this Account	+\$182.98
Total Balance	\$110.31



How to pay



*3042 521739630911 7

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

 **EFT**
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: 033-885
Account number: 521015187

 **BPAY®**
Bill code: 344366
Ref: 521 0699 1062

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

 **Post Billpay®**
Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 5217 3963 09117

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

MR J WOLSTENCROFT & MS R CALIGIURI

Account number 52 1069 9106
Invoice number 5217 3963 09117
Balance **\$110.31**

As per your payment arrangement

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.10.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

→ Water supply system charge

1 April 2024 - 30 June 2024

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 April 2024 - 30 June 2024

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 April 2024 - 30 June 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



Parks charge

1 April 2024 - 30 June 2024

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvwm.com.au/financialhelp.

Contact us

 Enquiries	1300 304 688	For language assistance
Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
 enquiry@yvwm.com.au		廣東話 1300 921 362
 yvwm.com.au		Ελληνικά 1300 931 364
 TTY Voice Calls	133 677	普通话 1300 927 363
 Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 13-20 Sep 2024



Merri-bek
City Council

Merri-bek City Council
Locked Bag 10 Brunswick VIC 3056

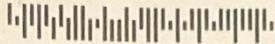
Civic Centre 90 Bell Street
Coburg Victoria Australia
Telephone (03) 9240 1111
Facsimile (03) 9240 1212

TTY 133 677
Website www.merri-bek.vic.gov.au
Email info@merri-bek.vic.gov.au
ABN 46 202 010 737

TAX INVOICE

VALUATION AND RATE NOTICE

For the period 1 July 2024 to 30 June 2025



J A Wolstencroft and R K Caligiuri
18 Moreton Crescent
BUNDOORA VIC 3083

ASSESSMENT NUMBER

1201529

DATE OF ISSUE

26/07/2024

Your Rates are being by deducted by direct debit in four instalments as per the schedule below.

Any arrears shown on this notice are payable immediately



025
071551
R3_7719

Property Address 11/516-518 Moreland Road, BRUNSWICK WEST VIC 3055
Property Description CT-9156/802, CT-9156/847 Lot 11 RP 7882
Property Owner Details Mr J A Wolstencroft and Ms R K Caligiuri, 18 Moreton Crescent BUNDOORA VIC 3083

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
01/01/2024	\$150,000	\$410,000	\$20,500	120
Residential Rate		0.0023364 x 410,000		\$957.92
Residential FSPL Fixed Charge				\$132.00
Residential FSPL Levy Rate		0.000087 x 410,000		\$35.67
General Rubbish - Weekly collection shared				\$96.24
Mixed Recycling - Shared Fortnightly 240L				\$37.38
Food & Garden Organics - Shared 120L weekly				\$65.32
Glass Recycling - Shared 120L four weekly				\$11.25
Balance Of Rates & Charges				\$1,335.78

Any payments received after 24th July, 2024 may not be reflected on this notice.
Should you have any enquiries regarding this rates notice, please email ratescontact@merri-bek.vic.gov.au or phone (03) 9240 1111.

Four Instalments		Ten Monthly Instalments (Council Initiated Direct Debits Only)			
DUE DATE	AMOUNT	DUE DATE	AMOUNT	DUE DATE	AMOUNT
30/09/2024	\$336.78	15-Sep-24	\$138.78	15-Feb-25	\$133.00
30/11/2024	\$333.00	15-Oct-24	\$133.00	15-Mar-25	\$133.00
28/02/2025	\$333.00	15-Nov-24	\$133.00	15-Apr-25	\$133.00
31/05/2025	\$333.00	15-Dec-24	\$133.00	15-May-25	\$133.00
		15-Jan-25	\$133.00	15-Jun-25	\$133.00

See reverse for payment options. Please return this section if paying by mail.
BPAY this payment via Internet or phone banking.



Billers Code: 35105
Ref: 1201 529

Receive your notice via email - go to merri-bek.enotices.com.au
Your eNotice Reference No:



E435D618DS



Merri-bek
City Council



*3523 1201529

For Council Use



Instalment One



Assessment Number

Assessment No: 1201529

Ratepayer Name: J A Wolstencroft and R K Caligiuri

Property Address: 11/516-518 Moreland Road, BRUNSWICK WEST VIC 3055

Amount Payable:
\$336.78

Payment Due by:
30 September, 2024

Property Clearance Certificate

Land Tax



JAMES & CO CONVEYANCING

Your Reference:	LD:74421379-015-9.0245879 (
Certificate No:	80184145
Issue Date:	04 OCT 2024
Enquiries:	DXS17

Land Address: UNIT 11, 516 MORELAND ROAD BRUNSWICK WEST VIC 3055

Land Id	Lot	Plan	Volume	Folio	Tax Payable
5315321	11	7882	9156	802	\$0.00

Vendor: RACHEAL CALIGURI
Purchaser: JAMES WOLSTENCROFT

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
RACHEAL KATRINA CALIGIURI	2024	\$155,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$420,000
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SITE VALUE:	\$155,000
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CURRENT LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 80184145

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$155,000

Calculated as \$975 plus (\$155,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80184145

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 80184145

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



JAMES & CO CONVEYANCING

Your Reference:	LD:74421379-015-9.0245879 Cali
Certificate No:	80184145
Issue Date:	04 OCT 2024
Enquires:	DXS17

Land Address: UNIT 11, 516 MORELAND ROAD BRUNSWICK WEST VIC 3055

Land Id	Lot	Plan	Volume	Folio	Tax Payable
5315321	11	7882	9156	802	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$420,000
SITE VALUE:	\$155,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80184145

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



JAMES & CO CONVEYANCING

Your LD:74421379-015-9.0245879
Reference: CALI
Certificate No: 80184145
Issue Date: 04 OCT 2024

Land Address: UNIT 11, 516 MORELAND ROAD BRUNSWICK WEST VIC 3055

Lot	Plan	Volume	Folio
11	7882	9156	802

Vendor: RACHEAL CALIGURI

Purchaser: JAMES WOLSTENCROFT

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 80184145

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Bill Code: 416073
Ref: 80184146

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 80184146

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners corporation number	PS 7882
Address	516 – 518 Moreland Road, Brunswick West VIC 3055
This certificate is issued for lot	11 on plan of subdivision number PS7882
Postal address	11/ 516 – 518 Moreland Road, Brunswick West VIC 3055
Applicant for the certificate	Landata on behalf of James & Co Conveyancing
Address for delivery of certificate	Landata.online@servictoria.com.au
Date that the application was received	11/10/2024

Important:

The information in this certificate is issued on 22/10/2024

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 annual fees for the lot 11 is:
	The total current annual fees for lot 11 is \$1,533.40 which is paid twice a year (\$766.70).
2.	The date which the fees for the lot have been paid up to is:
	The Owners Corporation fees were paid until the 30/09/2024.
3.	The total of any unpaid fees or charges for the lot is:
	The fees for the period commencing 01/10/2024 - 31/03/2025 for an amount of \$766.70 are due on the 29/10/2024.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	NIL
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:

	NIL
6.	<p>The owners corporation has the following insurance cover:</p> <ul style="list-style-type: none"> • Company name: CHU Insurance • Policy number: 05003 • Type of policy: Reinstatement and Replacement Insurance • Buildings covered: 516 – 518 Moreland Road, Brunswick West VIC 3055 • Building amount: \$14,060,000.00 • public liability amount: \$30,000,000 • Renewal date: 14/08/2025
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:
	No
8.	The total funds held by the owners corporation:
9.	The total fund held by the Owners Corporation as of 10/10/2024 is \$59,512.10 for both accounts combined.
10.	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, provide details:
	NIL
11.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:
12.	None to our knowledge.
13.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:
	None to our knowledge.
14.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details:
	None to our knowledge.
15.	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, provide details:

	None to our knowledge
16.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:
	A manager is appointed. The manager is Harlow Strata Services – PO BOX 230, Essendon North VIC 3041
17.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
	No Administrator has been appointed.
18.	A copy of the minutes of the most recent annual general meeting of the owners corporation.
19.	Documents required to be attached to the owners corporation certificate are:
	<ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting • 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"
20.	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: Harlow Strata Services, PO Box 230 Essendon North VIC 3041

This owners corporation certificate was prepared by:

Postal address Harlow Strata Services, PO Box 230, Essendon North VIC 3041

Melissa Karavaras

Melissa Karavaras

Harlow Strata Services

The common seal of owners corporation number

was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:



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.

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN No. 7882

516 – 518 Moreland Road, Brunswick West VIC 3055

Minutes from the Annual General Meeting conducted via Zoom and at Campbell
Turnbull Library on
Wednesday 14th August 2024 at 6.00pm

MANAGER IN ATTENDANCE

Melissa Karavaras from Harlow Strata Services attended the meeting, accompanied by Tim Pesca, who recorded the names of all members present in person at Campbell Turnbull Library.

MEETING OPENING

The Annual General Meeting commenced at 6.05pm.

ACKNOWLEDGMENT OF COUNTRY

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today. I would also like to pay my respects to Elders past and present.

PRESENT

- Lot 5 and accessory lot 50 Terence Aravanis
- Lot 6 and accessory lot 51 Georgia Stergiopoulos
- Lot 9 and accessory lot 54 Cory James Hodgson
- Lot 12 and accessory lot 76 Salvatore Gigliuto
- Lot 13 and accessory lot 78 Gianpiero Cossu and Marina Turkina
- Lot 15 and accessory lot 81 Lisa Marie McLachlan
- Lot 16 and accessory lot 83 Anne Greening
- Lot 21 and accessory lot 89 Vicki Carss
- Lot 22 and accessory lot 90 Lauren Barina
- Lot 24 and accessory lot 77 Chanel Rizkalla
- Lot 26 and accessory lot 70 Denise Devereux
- Lot 28 and accessory lot 80 Nadia Mahamud Mohamed
- Lot 29 and accessory lot 75 Stephanie Tran
- Lot 30 and accessory lot 71 Kristy Gai Capes
- Lot 33 and accessory lot 74 Wei Tang
- Lot 36 and accessory lot 59 Michael Theoclitou
- Lot 38 and accessory lot 61 Cory Dal Ponte
- Lot 41 and accessory lot 64 Abigail Tully
- Lot 42 and accessory lot 65 Daniel Lal
- Lot 44 and accessory lot 66 Nadia Sartori

PROXIES

- **Lot 1 and accessory lot 46** Erin Felicity Dowling (Rees) – Proxy for Georgia Stergiopoulos
- **Lot 20 and accessory lot 88** Truong Nguyen – Proxy for Denise Devereux
- **Lot 26 and accessory lot 70** Maria Tsambikos and Michael Tsambikos Proxy for Denise Devereux
- **Lot 34 and accessory lot 68** Susan Preece – Proxy for Lachlan Preece

APOLOGIES

- **Lot 3 and accessory lot 48** David Cull
- **Lot 25 and accessory 69** Peter Baullo
- **Lot 31 and accessory lot 72** Joy Leorke and Brendon Leorke
- **Lot 35 and accessory lot 58** Sarah Caralyn Hagan

GUESTS OF

- **Lot 22 and accessory lot 90** Will Muhleisen
- **Lot 33 and accessory lot 74** Csze Cheng

QUORUM

A quorum was achieved.

CHAIRPERSON

IT WAS RESOLVED to elect Melissa Karavaras as chairperson for the meeting.

COMMITTEE & MEMBERS

The Manager informed the members that the committee had been dissolved and that a new committee needed to be elected. She noted that she had received and tabled the committee nomination forms submitted by lot owners. After reviewing the forms, feedback was shared with the members. It was observed that, due to the ongoing VCAT matter involving former Chairperson Michael Theoclitou and former Secretary Nadia Mahamud Mohamed, it would be in the best interest of the Owners Corporation for both individuals not to be re-elected to the committee.

Nadia Mahamud Mohamed agreed to step down from the committee on the condition that Michael Theoclitou is also not re-elected until the next Annual General Meeting. She indicated that this arrangement would help ensure the new committee operates effectively.

Michael Theoclitou argued that the current VCAT case should not affect his role in the committee, and requested the Manager advise members of the work he

has done whilst serving as Chairperson. The Manager advised members of his assistance whilst in the committee, along with the other members, however the decision to not have a member re-elected is from a decision made by the Owners Corporation not Harlow Strata Services.

Cory Dal Ponte reconfirmed that the Owners Corporation was re-electing a new committee as the previous committee was dissolved. He also advised members present that the VCAT matters are not included in the standard management agreement with Harlow Strata Services and any related issues incur an additional S2.2 charge. He advised members that Harlow Strata Services had spent more than twenty-two (22) hours on the VCAT cases (\$2,500.00) and that only five (5) hours had been charged to date to the Owners Corporation. The Manager also noted that if the Owners Corporation requires legal advice on VCAT cases, all lot owners will need to cover these expenses.

A majority of members voted for fairness and transparency, agreeing that both individuals should either be elected or not elected to the committee for the next 12 months. Lauren Barina suggested that it would be fair to vote on the status of both members together. After discussion **IT WAS RESOLVED** that neither Nadia Mahamud Mohamed nor Michael Theoclitou would be re-elected to the committee. The Owners Corporation agreed that both parties can apply to form part of the committee at the 2025 Annual General Meeting.

YES: EIGHTEEN (18)

NO: FOUR (4)

ABSTAIN: TWO (2)

IT WAS RESOLVED that a committee of seven (7) members are to be appointed until the next Annual General Meeting.

Pursuant to Section 100 of the Owners Corporations Act 2006, the following Owners Corporation members were elected to the Committee:

- **Lot 1 and accessory lot 46** Erin Rees
- **Lot 9 and accessory lot 54** Cory James Hodgson
- **Lot 21 and accessory lot 21** Vicki Carrs
- **Lot 22 and accessory lot 90** Lauren Barina
- **Lot 26 and accessory lot 70** Denise Devereux
- **Lot 30 and accessory lot 71** Kristy Gai Capes
- **Lot 38 and accessory lot 61** Cory Dal Ponte

After discussion, **IT WAS RESOLVED** that Cory Dal Ponte (Lot 38 and 61) will be appointed as the Chairperson of the committee, and Lauren Barina (Lot 22 and 90) will be elected as the Secretary of the committee.

The Manager noted that over the past eight months, there has been an unusually high volume of correspondence, with approximately 600 emails and calls, which is excessive for a complex of this size. To improve the efficiency of the committee's operations, the Manager recommended that all communications related to committee matters be directed to the Chairperson, Cory Dal Ponte. Cory Dal Ponte will then distribute this information to all committee members. After discussing and resolving these matters, Cory Dal Ponte will email the Manager and CC the committee to ensure full transparency.

SUB-COMMITTEES

IT WAS RESOLVED that the committee will discuss forming any sub-committees in due course.

GRIEVANCE COMMITTEE

IT WAS RESOLVED that the members of the committee form part of the grievance committee.

DELEGATED POWERS

IT WAS RESOLVED that the Owners Corporation delegates by these minutes to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

A committee has all the powers and functions that may be delegated by the Owners Corporation save for those requiring a unanimous resolution or a special resolution or where the Owners Corporation has otherwise determined must be decided by ordinary resolution at a general meeting (Section 101).

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING

IT WAS RESOLVED that the Minutes of the Annual General Meeting held on the 26th September 2023 by Ross Hunt Real Estate, as presented to the Meeting, be confirmed as a true and accurate account of proceedings at the meeting.

MANAGERS REPORT

The Manager tabled the managers report which outlines the roles and functions of Harlow Strata Services and confirms that Professional Indemnity cover is held through High Street Underwriting Agency for a total amount of \$2 million. Policy number: PSM0339840196.

CHAIRPERSON / COMMITTEE REPORT

The Manager tabled the chairperson committee report which outlines the tasks that had been completed within the last financial year by the committee on behalf of the Owners Corporation.

FINANCIAL STATEMENTS

The Manager advised members that the Owners Corporation received two financial statements due to the change of management. After a discussion **IT WAS RESOLVED** to approve and adopt the Financial Reports prepared by Ross Hunt Real Estate and Harlow Strata Services as a true record of the financial transactions of the Owners Corporation for the period ending 31st July 2024.

2024 – 2025 BUDGET

ADMINISTRATION FUND BUDGET AND LEVY CONTRIBUTION

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$69,003.00 be raised to meet the anticipated expenses for the current financial year. This Fund is to remain in force until the next Annual General Meeting.

MAINTENANCE FUND BUDGET AND LEVY CONTRIBUTION

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$11,250.00 be raised to meet the anticipated expenses for the current financial year. This Fund is to remain in force until the next Annual General Meeting.

FINANCIAL YEAR

IT WAS RESOLVED that the Owners Corporation's financial year will align with the plan of subdivision and follow the standard financial year, running from the 1st July to June 30th and that the Owners Corporation fees will be paid twice a year.

FEES

IT WAS RESOLVED that pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices in the approved form and the Date of Notice will be the production date of the notice.

IT WAS FURTHER RESOLVED that charges and levies are payable within 28 days of the date of notice.

DEBT RECOVERY

The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation

arising out of any default or breach under the Owners Corporations Act 2006, the Owners Corporation Regulations 2007 or the Owners Corporation Rules.

IT WAS RESOLVED FURTHER to authorise Harlow Strata Services to engage a lawyer or debt collector (on behalf of the Owners Corporation) to send a letter of demand and commence proceedings for recovery of fees at its discretion to each and every Lot Owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice.

Any Lot Owner who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.

PENALTY INTEREST

IT WAS FURTHER RESOLVED that the Owners Corporation will, pursuant to Section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983.

INSURANCE

The Manager informed the members that she is an authorised representative for Honan Insurance Brokers. It is standard practice in the industry for management companies to receive a commission of 15-20% on insurance policies.

Cory Dal Ponte enquired about the commission received, and the Manager confirmed that, according to her contract, the insurance commission will be reimbursed to the Owners Corporation and deposited into the administration account for the Owners Corporation. This will apply to the 2024–2025 insurance policy. The reimbursement will be reflected under income on the financial statement and declared at the 2025 Annual General Meeting.

The Manager also confirmed that once the funds, estimated to be around \$8,000.00, are received, the committee will be notified.

IT WAS RESOLVED that the building coverage will be set at \$14,060,000.00. The excess will be payable by either the lot owner or the Owners Corporation, depending on whether the expense is considered a private or common property matter.

The complex is currently insured through CHU Underwriting Agencies Pty Ltd, and a recent copy of the policy has been distributed to all members of the Owners Corporation.

BUILDING VALUATION

The Manager informed members that she needs to reconfirm the date of the last building valuation and will provide the committee with this updated information. Denise Devereux mentioned that she believes the valuation was completed two (2) years ago.

OCCUPATIONAL HEALTH & SAFETY REPORT

The Manager noted that it is a legal requirement to conduct an Occupational Health & Safety Report every five years. Denise Devereux advised that she will verify when the last report was completed. If necessary, the Manager will arrange for two quotations and circulate them to the committee for further review and feedback.

GUTTER CLEANING

As per the Owners Corporation Act – Sect 12 the Owners Corporation agree to continue to provide a Service to Lot in relation to the gutter and downpipe cleaning conducted bi-annually. **IT WAS RESOLVED** that a special levy will not be raised, and that the cost of this work will be payable from the current owners corporation administration bank account.

IT WAS FURTHER RESOLVED that the Manager should provide updated quotations to the committee closer to the scheduled work dates to ensure their validity.

VCAT MATTERS

The Manager informed the members that both VCAT matters are still ongoing, and any further updates will be shared with all lot owners in due course.

The Manager also confirmed that Ross Hunt has provided the handover of records. Nadia Mahamud Mohamed enquired whether Harlow Strata Services had audited the financials received from Ross Hunt. The Manager confirmed that an audit has not yet been conducted, as the records were only recently received and, due to ongoing issues, a detailed review has not been possible. This matter will be addressed by the current committee in due course and if required any further feedback will be circulated to members.

COMMON PROPERTY

The Manager noted several common property concerns, including residents using visitor parking spots, washing being hung outside and becoming unsightly, and private items such as pot plants being placed on common property. After discussion, **IT WAS RESOLVED** that correspondence addressing these issues will be sent to all lot owners and residents.

Michael Theoclitou informed the members that residents are displaying political views on their vehicles, which he believes may devalue the complex. The Manager responded that the Owners Corporation does not have the authority to issue breach notices or require residents or their guests to remove such displays from their vehicles as this is not a common property matter.

APPOINTMENT OF MANAGER

IT WAS RESOLVED that the Owners Corporation appoint Harlow Strata Services to be the Manager of the Owners Corporation in accordance with Section 119 of the Owners Corporations Act 2006 using the Contract of Appointment.

GENERAL BUSINESS

Private Rear Fences

The Manager informed members that the recent Special Resolution Ballot for the private rear fences had failed. Wei Tang (Lot 33 and 74) expressed her disappointment, stating that it seems unfair given that the Owners Corporation previously covered the cost of replacing these fences. The Manager explained that the benefit principle applies to the private rear fences.

Cory Dal Ponte noted that the committee had recently discussed this issue and agreed that the Manager will send further communication to members along the eastern boundary fence to gauge their interest in having Harlow Strata Services arrange the necessary work with the neighboring management company. If the lot owners agree, the cost will be split for the replacement of the fence along with the additional S2.2 charge.

It was further resolved that the Owners Corporation may conduct another Special Resolution Ballot in twelve months' time.

General Business:

There was no further general business.

Meeting closed: 7.35pm.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	05003
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/08/2024 to 14/08/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 7882
Situation	516-518 MORELAND ROAD BRUNSWICK WEST VIC 3055

Policies Selected

Policy 1 – Insured Property

Building: \$14,060,000
Common Area Contents: \$140,600
Loss of Rent & Temporary Accommodation (total payable): \$2,109,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$4,218,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$632,700
Escalation in Cost of Temporary Accommodation: \$210,900
Cost of Removal, Storage and Evacuation: \$210,900

Policy 8 – 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 9 – Lot owners’ fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

Date Printed

17/07/2024

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

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

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6 Dispute resolution

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

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners corporation number PS 7882

Address 516 – 518 Moreland Road, Brunswick West VIC 3055

This certificate is issued for lot 56 on plan of subdivision number PS7882

Postal address 56 / 516 – 518 Moreland Road, Brunswick West VIC 3055

Applicant for the certificate Landata on behalf of James & Co Conveyancing

Address for delivery of certificate Landata.online@servictoria.com.au

Date that the application was received 18/10/2024

Important:

The information in this certificate is issued on 22/10/2024

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 annual fees for the lot 56 is:
	The total current annual fees for lot 56 is \$250.00.
2.	The date which the fees for the lot have been paid up to is:
	The Owners Corporation fees were paid until the 30/09/2024.
3.	The total of any unpaid fees or charges for the lot is:
	The fees for the period commencing 01/10/2024 - 31/03/2025 for an amount of \$125.00 are required to be paid by the 29/10/2024.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	NIL
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:

	NIL
6.	<p>The owners corporation has the following insurance cover:</p> <ul style="list-style-type: none"> • Company name: CHU Insurance • Policy number: 05003 • Type of policy: Reinstatement and Replacement Insurance • Buildings covered: 516 – 518 Moreland Road, Brunswick West VIC 3055 • Building amount: \$14,060,000.00 • public liability amount: \$30,000,000 • Renewal date: 14/08/2025
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:
	No
8.	The total funds held by the owners corporation:
9.	The total fund held by the Owners Corporation as of 10/08/2024 is \$59,512.10 for both accounts combined.
10.	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, provide details:
	NIL
11.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:
12.	None to our knowledge.
13.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:
	None to our knowledge.
14.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details:
	None to our knowledge.
15.	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, provide details:

	None to our knowledge.
16.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:
	A manager is appointed. The manager is Harlow Strata Services – PO BOX 230, Essendon North VIC 3041
17.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
	No Administrator has been appointed.
18.	A copy of the minutes of the most recent annual general meeting of the owners corporation.
19.	Documents required to be attached to the owners corporation certificate are:
	<ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting • 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"
20.	<p>Note:</p> <p>More information can be obtained by an inspection of the owners corporation register.</p> <p>Please make your request to inspect the owners corporation register in writing to:</p> <p>Harlow Strata Services, PO Box 230 Essendon North VIC 3041</p>

This owners corporation certificate was prepared by:

Postal address Harlow Strata Services, PO Box 230, Essendon North VIC 3041

Melissa Karavaras

Melissa Karavaras

Harlow Strata Services

The common seal of owners corporation number



was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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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.

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN No. 7882

516 – 518 Moreland Road, Brunswick West VIC 3055

Minutes from the Annual General Meeting conducted via Zoom and at Campbell
Turnbull Library on
Wednesday 14th August 2024 at 6.00pm

MANAGER IN ATTENDANCE

Melissa Karavaras from Harlow Strata Services attended the meeting, accompanied by Tim Pesca, who recorded the names of all members present in person at Campbell Turnbull Library.

MEETING OPENING

The Annual General Meeting commenced at 6.05pm.

ACKNOWLEDGMENT OF COUNTRY

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today. I would also like to pay my respects to Elders past and present.

PRESENT

- Lot 5 and accessory lot 50 Terence Aravanis
- Lot 6 and accessory lot 51 Georgia Stergiopoulos
- Lot 9 and accessory lot 54 Cory James Hodgson
- Lot 12 and accessory lot 76 Salvatore Gigliuto
- Lot 13 and accessory lot 78 Gianpiero Cossu and Marina Turkina
- Lot 15 and accessory lot 81 Lisa Marie McLachlan
- Lot 16 and accessory lot 83 Anne Greening
- Lot 21 and accessory lot 89 Vicki Carss
- Lot 22 and accessory lot 90 Lauren Barina
- Lot 24 and accessory lot 77 Chanel Rizkalla
- Lot 26 and accessory lot 70 Denise Devereux
- Lot 28 and accessory lot 80 Nadia Mahamud Mohamed
- Lot 29 and accessory lot 75 Stephanie Tran
- Lot 30 and accessory lot 71 Kristy Gai Capes
- Lot 33 and accessory lot 74 Wei Tang
- Lot 36 and accessory lot 59 Michael Theoclitou
- Lot 38 and accessory lot 61 Cory Dal Ponte
- Lot 41 and accessory lot 64 Abigail Tully
- Lot 42 and accessory lot 65 Daniel Lal
- Lot 44 and accessory lot 66 Nadia Sartori

PROXIES

- **Lot 1 and accessory lot 46** Erin Felicity Dowling (Rees) – Proxy for Georgia Stergiopoulos
- **Lot 20 and accessory lot 88** Truong Nguyen – Proxy for Denise Devereux
- **Lot 26 and accessory lot 70** Maria Tsambikos and Michael Tsambikos
Proxy for Denise Devereux
- **Lot 34 and accessory lot 68** Susan Preece – Proxy for Lachlan Preece

APOLOGIES

- **Lot 3 and accessory lot 48** David Cull
- **Lot 25 and accessory 69** Peter Baullo
- **Lot 31 and accessory lot 72** Joy Leorke and Brendon Leorke
- **Lot 35 and accessory lot 58** Sarah Caralyn Hagan

GUESTS OF

- **Lot 22 and accessory lot 90** Will Muhleisen
- **Lot 33 and accessory lot 74** Csze Cheng

QUORUM

A quorum was achieved.

CHAIRPERSON

IT WAS RESOLVED to elect Melissa Karavaras as chairperson for the meeting.

COMMITTEE & MEMBERS

The Manager informed the members that the committee had been dissolved and that a new committee needed to be elected. She noted that she had received and tabled the committee nomination forms submitted by lot owners. After reviewing the forms, feedback was shared with the members. It was observed that, due to the ongoing VCAT matter involving former Chairperson Michael Theoclitou and former Secretary Nadia Mahamud Mohamed, it would be in the best interest of the Owners Corporation for both individuals not to be re-elected to the committee.

Nadia Mahamud Mohamed agreed to step down from the committee on the condition that Michael Theoclitou is also not re-elected until the next Annual General Meeting. She indicated that this arrangement would help ensure the new committee operates effectively.

Michael Theoclitou argued that the current VCAT case should not affect his role in the committee, and requested the Manager advise members of the work he

has done whilst serving as Chairperson. The Manager advised members of his assistance whilst in the committee, along with the other members, however the decision to not have a member re-elected is from a decision made by the Owners Corporation not Harlow Strata Services.

Cory Dal Ponte reconfirmed that the Owners Corporation was re-electing a new committee as the previous committee was dissolved. He also advised members present that the VCAT matters are not included in the standard management agreement with Harlow Strata Services and any related issues incur an additional S2.2 charge. He advised members that Harlow Strata Services had spent more than twenty-two (22) hours on the VCAT cases (\$2,500.00) and that only five (5) hours had been charged to date to the Owners Corporation. The Manager also noted that if the Owners Corporation requires legal advice on VCAT cases, all lot owners will need to cover these expenses.

A majority of members voted for fairness and transparency, agreeing that both individuals should either be elected or not elected to the committee for the next 12 months. Lauren Barina suggested that it would be fair to vote on the status of both members together. After discussion **IT WAS RESOLVED** that neither Nadia Mahamud Mohamed nor Michael Theoclitou would be re-elected to the committee. The Owners Corporation agreed that both parties can apply to form part of the committee at the 2025 Annual General Meeting.

YES: EIGHTEEN (18)

NO: FOUR (4)

ABSTAIN: TWO (2)

IT WAS RESOLVED that a committee of seven (7) members are to be appointed until the next Annual General Meeting.

Pursuant to Section 100 of the Owners Corporations Act 2006, the following Owners Corporation members were elected to the Committee:

- **Lot 1 and accessory lot 46** Erin Rees
- **Lot 9 and accessory lot 54** Cory James Hodgson
- **Lot 21 and accessory lot 21** Vicki Carrs
- **Lot 22 and accessory lot 90** Lauren Barina
- **Lot 26 and accessory lot 70** Denise Devereux
- **Lot 30 and accessory lot 71** Kristy Gai Capes
- **Lot 38 and accessory lot 61** Cory Dal Ponte

After discussion, **IT WAS RESOLVED** that Cory Dal Ponte (Lot 38 and 61) will be appointed as the Chairperson of the committee, and Lauren Barina (Lot 22 and 90) will be elected as the Secretary of the committee.

The Manager noted that over the past eight months, there has been an unusually high volume of correspondence, with approximately 600 emails and calls, which is excessive for a complex of this size. To improve the efficiency of the committee's operations, the Manager recommended that all communications related to committee matters be directed to the Chairperson, Cory Dal Ponte. Cory Dal Ponte will then distribute this information to all committee members. After discussing and resolving these matters, Cory Dal Ponte will email the Manager and CC the committee to ensure full transparency.

SUB-COMMITTEES

IT WAS RESOLVED that the committee will discuss forming any sub-committees in due course.

GRIEVANCE COMMITTEE

IT WAS RESOLVED that the members of the committee form part of the grievance committee.

DELEGATED POWERS

IT WAS RESOLVED that the Owners Corporation delegates by these minutes to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

A committee has all the powers and functions that may be delegated by the Owners Corporation save for those requiring a unanimous resolution or a special resolution or where the Owners Corporation has otherwise determined must be decided by ordinary resolution at a general meeting (Section 101).

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING

IT WAS RESOLVED that the Minutes of the Annual General Meeting held on the 26th September 2023 by Ross Hunt Real Estate, as presented to the Meeting, be confirmed as a true and accurate account of proceedings at the meeting.

MANAGERS REPORT

The Manager tabled the managers report which outlines the roles and functions of Harlow Strata Services and confirms that Professional Indemnity cover is held through High Street Underwriting Agency for a total amount of \$2 million. Policy number: PSM0339840196.

CHAIRPERSON / COMMITTEE REPORT

The Manager tabled the chairperson committee report which outlines the tasks that had been completed within the last financial year by the committee on behalf of the Owners Corporation.

FINANCIAL STATEMENTS

The Manager advised members that the Owners Corporation received two financial statements due to the change of management. After a discussion **IT WAS RESOLVED** to approve and adopt the Financial Reports prepared by Ross Hunt Real Estate and Harlow Strata Services as a true record of the financial transactions of the Owners Corporation for the period ending 31st July 2024.

2024 – 2025 BUDGET

ADMINISTRATION FUND BUDGET AND LEVY CONTRIBUTION

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$69,003.00 be raised to meet the anticipated expenses for the current financial year. This Fund is to remain in force until the next Annual General Meeting.

MAINTENANCE FUND BUDGET AND LEVY CONTRIBUTION

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$11,250.00 be raised to meet the anticipated expenses for the current financial year. This Fund is to remain in force until the next Annual General Meeting.

FINANCIAL YEAR

IT WAS RESOLVED that the Owners Corporation's financial year will align with the plan of subdivision and follow the standard financial year, running from the 1st July to June 30th and that the Owners Corporation fees will be paid twice a year.

FEES

IT WAS RESOLVED that pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices in the approved form and the Date of Notice will be the production date of the notice.

IT WAS FURTHER RESOLVED that charges and levies are payable within 28 days of the date of notice.

DEBT RECOVERY

The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation

arising out of any default or breach under the Owners Corporations Act 2006, the Owners Corporation Regulations 2007 or the Owners Corporation Rules.

IT WAS RESOLVED FURTHER to authorise Harlow Strata Services to engage a lawyer or debt collector (on behalf of the Owners Corporation) to send a letter of demand and commence proceedings for recovery of fees at its discretion to each and every Lot Owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice.

Any Lot Owner who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.

PENALTY INTEREST

IT WAS FURTHER RESOLVED that the Owners Corporation will, pursuant to Section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983.

INSURANCE

The Manager informed the members that she is an authorised representative for Honan Insurance Brokers. It is standard practice in the industry for management companies to receive a commission of 15-20% on insurance policies.

Cory Dal Ponte enquired about the commission received, and the Manager confirmed that, according to her contract, the insurance commission will be reimbursed to the Owners Corporation and deposited into the administration account for the Owners Corporation. This will apply to the 2024–2025 insurance policy. The reimbursement will be reflected under income on the financial statement and declared at the 2025 Annual General Meeting.

The Manager also confirmed that once the funds, estimated to be around \$8,000.00, are received, the committee will be notified.

IT WAS RESOLVED that the building coverage will be set at \$14,060,000.00. The excess will be payable by either the lot owner or the Owners Corporation, depending on whether the expense is considered a private or common property matter.

The complex is currently insured through CHU Underwriting Agencies Pty Ltd, and a recent copy of the policy has been distributed to all members of the Owners Corporation.

BUILDING VALUATION

The Manager informed members that she needs to reconfirm the date of the last building valuation and will provide the committee with this updated information. Denise Devereux mentioned that she believes the valuation was completed two (2) years ago.

OCCUPATIONAL HEALTH & SAFETY REPORT

The Manager noted that it is a legal requirement to conduct an Occupational Health & Safety Report every five years. Denise Devereux advised that she will verify when the last report was completed. If necessary, the Manager will arrange for two quotations and circulate them to the committee for further review and feedback.

GUTTER CLEANING

As per the Owners Corporation Act – Sect 12 the Owners Corporation agree to continue to provide a Service to Lot in relation to the gutter and downpipe cleaning conducted bi-annually. **IT WAS RESOLVED** that a special levy will not be raised, and that the cost of this work will be payable from the current owners corporation administration bank account.

IT WAS FURTHER RESOLVED that the Manager should provide updated quotations to the committee closer to the scheduled work dates to ensure their validity.

VCAT MATTERS

The Manager informed the members that both VCAT matters are still ongoing, and any further updates will be shared with all lot owners in due course.

The Manager also confirmed that Ross Hunt has provided the handover of records. Nadia Mahamud Mohamed enquired whether Harlow Strata Services had audited the financials received from Ross Hunt. The Manager confirmed that an audit has not yet been conducted, as the records were only recently received and, due to ongoing issues, a detailed review has not been possible. This matter will be addressed by the current committee in due course and if required any further feedback will be circulated to members.

COMMON PROPERTY

The Manager noted several common property concerns, including residents using visitor parking spots, washing being hung outside and becoming unsightly, and private items such as pot plants being placed on common property. After discussion, **IT WAS RESOLVED** that correspondence addressing these issues will be sent to all lot owners and residents.

Michael Theoclitou informed the members that residents are displaying political views on their vehicles, which he believes may devalue the complex. The Manager responded that the Owners Corporation does not have the authority to issue breach notices or require residents or their guests to remove such displays from their vehicles as this is not a common property matter.

APPOINTMENT OF MANAGER

IT WAS RESOLVED that the Owners Corporation appoint Harlow Strata Services to be the Manager of the Owners Corporation in accordance with Section 119 of the Owners Corporations Act 2006 using the Contract of Appointment.

GENERAL BUSINESS

Private Rear Fences

The Manager informed members that the recent Special Resolution Ballot for the private rear fences had failed. Wei Tang (Lot 33 and 74) expressed her disappointment, stating that it seems unfair given that the Owners Corporation previously covered the cost of replacing these fences. The Manager explained that the benefit principle applies to the private rear fences.

Cory Dal Ponte noted that the committee had recently discussed this issue and agreed that the Manager will send further communication to members along the eastern boundary fence to gauge their interest in having Harlow Strata Services arrange the necessary work with the neighboring management company. If the lot owners agree, the cost will be split for the replacement of the fence along with the additional S2.2 charge.

It was further resolved that the Owners Corporation may conduct another Special Resolution Ballot in twelve months' time.

General Business:

There was no further general business.

Meeting closed: 7.35pm.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	05003
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/08/2024 to 14/08/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 7882
Situation	516-518 MORELAND ROAD BRUNSWICK WEST VIC 3055

Policies Selected

Policy 1 – Insured Property

Building: \$14,060,000
Common Area Contents: \$140,600
Loss of Rent & Temporary Accommodation (total payable): \$2,109,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$4,218,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$632,700
Escalation in Cost of Temporary Accommodation: \$210,900
Cost of Removal, Storage and Evacuation: \$210,900

Policy 8 – 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 9 – Lot owners’ fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

Date Printed

17/07/2024

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

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

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6 Dispute resolution

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

Harcourts Rata & Co
337-339 Settlement Road,
Thomastown, VIC 3074

P: 03 9465 7766
E: info@rataandco.com.au
ABN: 70162949588

Harcourts
Rata & Co

Residential Rental Agreement

for

11/516-518 Moreland Road, Brunswick West VIC 3055

This agreement is between **James Andrew Wolstencroft & Racheal Katerina Caligiuri**
and **Shaun Alexander Wright, Natasha Singh Chabbra**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Thu 14/12/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

11/516-518 Moreland Road, Brunswick West VIC

Postcode 3055

3. Rental provider details

Full name or company name of rental provider

James Andrew Wolstencroft & Racheal Katerina Caligiuri

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

kristina.bettinotti@rataandco.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

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.

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. 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 rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Date bond payment due

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

Biller Code 4481 BPAY REF: 50917046
--

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

<input checked="" type="checkbox"/> Yes	Kristina Bettinotti: kristina.bettinotti@rataandco.com.au
<input type="checkbox"/> No	

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 <input checked="" type="checkbox"/> Yes	Shaun Alexander Wright: [REDACTED]
<input type="checkbox"/> No	

Renter 2 <input checked="" type="checkbox"/> Yes	Natasha Singh Chabbra: [REDACTED]
<input type="checkbox"/> No	

Renter 3 <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

Renter 4 <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

11. Professional cleaning

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 rented premises 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 immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises 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.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises 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.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and 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 must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises 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 rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises 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.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (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.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises 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.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

INFORMATION ONLY

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises 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.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises 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 window locks.
- 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
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

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, visit consumer.vic.gov.au/urgentrepairs.

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.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; 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.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The 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. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

37. Rental provider's Insurance and Renter's Contents Insurance

37.1 The Renter shall not do or allow anything to be done 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 all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

38. Reporting Defects

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

39. Inspections

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

40. Disclosure of information

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

41. Employment Details

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

42. Permitted Use

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

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

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

43. Urgent and Non-Urgent Repairs

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

44. Garden and Parking

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

45. Light Globes and Pilot Lights

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

46. Pets

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

47. Rubbish and hanging clothes

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

48. Inflammable Liquids Not Permitted

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

49. Vehicle/boat servicing or Repairs not to be carried out

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

50. Smoke Alarms

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

51. Swimming Pool/Spa

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

52. Locks & Keys

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

53. Blockages Caused by Misuse

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

54. Payment Of Rental

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

55. Assignment, Sub-letting and Short Stay Accommodation

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$250 (inclusive of GST) plus a Renter National Tenancy Database Check of \$22.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

56. Fixed Term Lease Break

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$355 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

57. Advertising Boards and Access To The Premises

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

58. Owners Corporation Rules (Where Applicable)

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

59. Condensation and Mould

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

60. Pot Plants and Furniture Placement

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

61. Smoking

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

62. Redirection of Mail and Disconnection of Services

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

63. Notice to Vacate

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 If the Renter remains in occupation of the Premises 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 specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

64. Expiry of Fixed Term Agreement

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

65. Keys

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

66. Cleaning Premises Upon Vacating

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

68. General

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

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

Rental Standards

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

Yes No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?
If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes No

Comments

-

Renter Acknowledgement

1. Shaun Alexander Wright viewed and acknowledged at Wed, 13/12/2023 10:54 from device: Windows 10 Other Chrome 120.0.0
2. Natasha Singh Chabbra viewed and acknowledged at Wed, 13/12/2023 13:24 from device: Windows 10 Other Chrome 120.0.0

Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

Primary Purpose

As professional property managers, **Harcourts Rata & Co** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Harcourts Rata & Co also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Rata & Co** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

Disclaimer

Harcourts Rata & Co its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider 1: **James Wolstencroft**



Signed at Wed, 13/12/2023 17:02 , from device: iOS 17.1 iPhone Chrome Mobile iOS 120.0.6099

Rental Provider 2: **Racheal Katrina Caligiuri**



Signed at Thu, 14/12/2023 09:46 , from device: iOS 16.3.1 iPhone Mobile Safari 16.3

Renter(s)

Renter 1: **Shaun Alexander Wright**



Signed at Wed, 13/12/2023 10:54 , from device: Windows 10 Other Chrome 120.0.0

Renter 2: **Natasha Singh Chabbra**



Signed at Wed, 13/12/2023 13:24 , from device: Windows 10 Other Chrome 120.0.0

AUDIT TRAIL

Shaun Alexander Wright (Renter)

Wed, 13/12/2023 10:52 - Shaun Alexander Wright clicked 'start' button to view the Residential Rental Agreement
(Windows 10 Other Chrome 120.0.0, IP: 149.167.138.147)

Wed, 13/12/2023 10:54 - Shaun Alexander Wright stamped saved signature the Residential Rental Agreement
(Windows 10 Other Chrome 120.0.0, IP: 149.167.138.147)

Wed, 13/12/2023 10:55 - Shaun Alexander Wright submitted the Residential Rental Agreement (Windows 10
Other Chrome 120.0.0, IP: 149.167.138.147)

Natasha Singh Chabbra (Renter)

Wed, 13/12/2023 13:04 - Natasha Singh Chabbra clicked 'start' button to view the Residential Rental Agreement
(Windows 10 Other Chrome 120.0.0, IP: 147.161.218.84)

Wed, 13/12/2023 13:24 - Natasha Singh Chabbra stamped saved signature the Residential Rental Agreement
(Windows 10 Other Chrome 120.0.0, IP: 147.161.218.84)

Wed, 13/12/2023 13:24 - Natasha Singh Chabbra submitted the Residential Rental Agreement (Windows 10
Other Chrome 120.0.0, IP: 147.161.218.84)

James Wolstencroft (Rental Provider)

Wed, 13/12/2023 16:58 - James Wolstencroft clicked 'start' button to view the Residential Rental Agreement

Wed, 13/12/2023 17:02 - James Wolstencroft stamped saved signature the Residential Rental Agreement

Wed, 13/12/2023 17:02 - James Wolstencroft submitted the Residential Rental Agreement

Racheal Katrina Caligiuri (Rental Provider)

Thu, 14/12/2023 09:45 - Racheal Katrina Caligiuri clicked 'start' button to view the Residential Rental Agreement

Thu, 14/12/2023 09:46 - Racheal Katrina Caligiuri stamped saved signature the Residential Rental Agreement

Thu, 14/12/2023 09:46 - Racheal Katrina Caligiuri submitted the Residential Rental Agreement

AGREEMENT END
