

**Diana Al Harthi**

Vendor(s)

and

Purchaser(s)

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**CONTRACT OF SALE**

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**Property Address: Unit 9, 91-93 Mickleham  
Road TULLAMARINE VIC  
3043**



CONTRACT & S32 (Ver.1) (PLS).docx

**PROMPT LEGAL SERVICES Pty. Ltd**  
Incorporating Gladstone Park Conveyancing  
[www.promptlegalservices.com.au](http://www.promptlegalservices.com.au)

**25A Gladstone Park Dr  
Gladstone Park VIC 3043  
Phone: 9334 2370**

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

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

## **IMPORTANT NOTICE TO INTERESTED PURCHASERS**

This information has been supplied to us. Prompt Legal Services Pty. Ltd. accepts no responsibility for any omissions or errors in the documentation. It is possible that further details and / or changes relating to the documentation may be included at a later date prior to any sale of the property. Potential purchasers are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

# CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions

and in that order of priority.

## **SIGNING OF THIS CONTRACT**

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

## **SIGNED BY THE PURCHASER**

<b>Signature(s):</b>	
<b>Print Name(s):</b>	
<b>Date:</b>	<b>2023</b>
<b>State nature of authority</b> [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**

<b>Signature(s):</b>	
<b>Print Name(s):</b>	Diana Al Harthi
<b>Date:</b>	<b>2023</b>
<b>State nature of authority</b> [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

#### VENDOR'S ESTATE AGENT

Jason Real Estate  
201B Melrose Drive, Tullamarine VIC 3043

REF: Maria Pais  
PH: 03 9338 6411  
Mobile:  
eMail:  
contact@jasonrealestate.com.au

### VENDOR(S)

**Diana Al Harthi**

#### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**Prompt Legal Services Pty.  
Ltd.  
Incorporating Gladstone  
Park Conveyancing**  
25A Gladstone Park Dr  
Gladstone Park VIC 3043

LYNETTE ITALIA/SHERYN KHAN  
PH: (03) 9334 2370  
[lynette@gpc.net.au](mailto:lynette@gpc.net.au)  
REF: 23/27748

### PURCHASER PURCHASER

#### PURCHASERS DETAILS

Address:

Telephone:

Email:

#### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

REF:  
PH:  
FAX:

### LAND *(general conditions 7 and 13)*

The land is -  
described in the table below-

The whole of Certificate of Title reference	Being lot	On Plan
Volume 9721 Folio 848	9	SP 25416A

#### PROPERTY ADDRESS:

The address of the land is

**Unit 9, 91-93 Mickleham Road  
TULLAMARINE VIC 3043**

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

The land includes all improvements and fixtures

**GOODS** (*general condition 6.3(f)*)  
(*List or attach schedule if required*)

**All fixed floor coverings, electric light fittings and window furnishings.**

**Deposit bond**

- General condition 15 applies only if the box is checked

**Bank guarantee**

- General condition 16 applies only if the box is checked

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**PAYMENT**

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**PRICE**        \$ 0.00

**DEPOSIT**     \$ 0.00

by  
(of which \$  
has been paid)

**BALANCE**    \$

*Payable at settlement*

**GST**

(*refer to general condition 19*)

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

- GST (if any) must be paid in addition to the price if the box is checked
  - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
  - This sale is a sale of a 'going concern' if the box is checked
  - The margin scheme will be used to calculate GST if the box is checked

**GST WITHHOLDING**

Notice is required to be given by the vendor: **YES - the Property is residential**  
Withholding required by Purchaser: **NO - the premises are not new**

**SETTLEMENT** (refer to general condition 17 & 26.2)

Is due on ..... / ..... /202\_\_

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
- fourteen (14) days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision;
- fourteen (14) days after the Vendor gives notice to the purchaser in writing that the Occupancy Permit has issued for the dwelling.

**LEASE** (refer to general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear here: **Subject to Lease** in which case refer to general condition 1.1.

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

- Refer to the lease schedule as attached in the Vendors statement
- residential tenancy agreement for a fixed term ending / /202\_\_; or
- periodic residential tenancy agreement determinable by notice; or
- lease for a term ending / /202\_\_ with \_\_\_ options to ,renew, each of \_\_\_\_\_ years.

**TERMS CONTRACT (general condition 30)**

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

**LOAN**

(refer to general condition 20)

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

Lender: \_\_\_\_\_  
(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_ / \_\_\_\_ / 202\_\_

**Building report**

- General condition 21 applies only if the box is checked

**Pest report**

- General condition 22 applies only if the box is checked

## **SPECIAL CONDITIONS**

### **1. LOSS OR DAMAGE BEFORE SETTLEMENT**

General Condition 31 (Loss or damage before settlement) is amended by deleting General Conditions 31.4, 31.5 and 31.6.

### **2. AUCTION CONDITIONS**

If the property is offered for sale by public auction, subject to the vendor's reserve price, the Rules for the conduct of the auction are set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

### **3. DEPOSIT RELEASE**

- 3.1 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.
- 3.2 The Purchaser must not unreasonably refuse to give notice in accordance with section 27 (3) of the said Act.

### **4. REPRESENTATIONS**

The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor (or anyone on the vendor's behalf) was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied.

### **5. IDENTITY AND MEASUREMENTS**

The purchaser admits the land as offered for sale and inspected is identical with that described in the title particulars. The purchaser must not make any requisition nor claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or call upon the vendor to amend the title or to bear all or any part of the cost of doing so.

**6. CONDITION AND STATE OF REPAIR**

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- 6.1 The purchaser acknowledges that the property is sold in the condition and state of repair and subject to all faults and defects existing at the day of sale.
- 6.2 No warranty or representation (whether express or implied) is given about the property by the vendor (or anyone on the vendor's behalf) regarding;
- (a) the nature, condition, quality or state of repair,
  - (b) defects (latent or patent), dilapidation or infestation (including without limitation its environmental condition or contamination),
  - (c) fitness for any purpose, and/or
  - (d) compliance with building regulations.
- 6.3 The purchaser expressly releases the vendor (and/or anyone acting on behalf of the vendor) from any claims or demands in respect to any warranty or representation alleged to have been given about the property.

**7. LAND TAX AND RATES**

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No monies shall be withheld from the vendor from the purchase monies payable under this contract on account of any rates or state land tax which may be or may after the date of this contract become charges on the land. The vendor acknowledges that it may be liable for payment of any rates and state land tax chargeable upon the land to the date upon which the purchaser becomes entitled to possession and shall indemnify and keep the purchaser indemnified in respect of any such rates or state land tax charged upon the property to that date. This indemnity shall be a continuing indemnity and shall not merge upon a transfer of the property.

**8. ADJUSTMENTS**

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If requested, the Purchaser must provide copies of all certificates, searches and other information used to calculate adjustments. The vendor will not be obliged to provide payment details until such time as the copies have been received.

**9. CONTRACT VARIATION**

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The purchaser acknowledges that the vendor will incur additional legal costs if the purchaser requests any variation to this contract, including, but not limited to, extension of loan approval, building report or pest report approval dates. The purchaser must pay at settlement an amount of \$110.00 inclusive of GST to the vendor's legal practitioner for each separate extension or variation granted by the vendor.

**10. SETTLEMENT RESCHEDULING FEE**

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The purchaser acknowledges that the vendor will incur additional legal costs if a scheduled settlement time or date is cancelled at the request of the purchaser or because of default by the purchaser. Without limiting any other rights of the vendor, the purchaser must pay at settlement an amount of \$220.00 inclusive of GST to the vendor's legal practitioner for each separate occasion settlement is rescheduled with consent of the vendor.

## **11. ADJUSTMENT OF RENT**

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11.1 The rents and profits of the property ("Rent") shall belong to the vendor up to and including the settlement date and thereafter to the purchaser. Adjustment of Rent shall be dealt with in the following manner:-

- (a) any prepaid Rent shall be apportioned between the vendor and the purchaser and the adjustment allowed as the case may be and the vendor agrees to use reasonable endeavours to ensure that all outgoings are paid up to date;
- (b) without limiting paragraph (e) of this special condition the purchaser shall immediately after the settlement date and where necessary give notice to the lessee to pay all and any arrears of Rent for any period prior to and including the settlement date ("the Pre-Settlement Period") direct to the vendor or as the vendor shall direct;
- (c) if the purchaser receives any payment made to the purchaser by a tenant on account of arrears of Rent for the Pre-Settlement Period the purchaser shall receive the payment in trust for the vendor and shall immediately account to the vendor for the same;
- (d) the purchaser shall not under any circumstances be entitled to adjust against the vendor in respect of Rent payable but unpaid for any period from the settlement date and General Condition 15 shall be construed accordingly; and
- (e) if arrears of Rent in respect of the Pre-Settlement period have not been paid to the vendor within thirty (30) days after the Rent should have been paid pursuant to the terms of the relevant lease or within thirty (30) days after the Settlement Date (whichever is the later) the purchaser hereby authorises the vendor to take enforcement proceedings in the name of the purchaser (or otherwise as may be lawfully appropriate) to recover the arrears of Rent (on the basis however that the vendor is entitled to those arrears of rent). As between the vendor and the purchaser all costs and expenses in respect of the recovery of the arrears shall be to the account of the vendor but the Purchaser shall do all things reasonably required by the vendor to allow the vendor to obtain recovery of the arrears.

11.2 For the purposes of General Condition 15, the parties agree not to adjust any rates, taxes, assessments or other outgoings which under the Leases are payable by the tenants under the leases.

# General Conditions

## Contract Signing

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### 1 ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2 LIABILITY OF SIGNATORY

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

### 3 GUARANTEE

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

### 4 NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## Title

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### 5 ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## **7 IDENTITY OF THE LAND**

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

## **8 SERVICES**

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

## **9 CONSENTS**

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

## **10 TRANSFER & DUTY**

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

## **11 RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## **12 BUILDER WARRANTY INSURANCE**

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

## **13 GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

## Money

### 14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### 15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## **16 BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17 SETTLEMENT**

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

## **18 ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any

interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition
- 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement 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 lodgement network operator of settlement.

## **19 GST**

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

## **20 LOAN**

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

## **21 BUILDING REPORT**

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

## **22 PEST REPORT**

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

## **23 ADJUSTMENTS**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## **24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign

- resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **25 GST WITHHOLDING**

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## **Transactional**

### **26 TIME & CO-OPERATION**

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

### **27 SERVICE**

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

- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28 NOTICES**

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

## **29 INSPECTION**

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

## **30 TERMS CONTRACT**

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **31 LOSS OR DAMAGE BEFORE SETTLEMENT**

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

- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **32 BREACH**

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

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

## **Default**

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### **33 INTEREST**

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

### **34 DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35 DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## GUARANTEE

The party to this Instrument named and described after the words "the Guarantor" in the schedule here to (the "Guarantor") IN CONSIDERATION of the Vendor named and described in the Contract of Sale annexed hereto and bearing even date herewith (the "Contract") entering into the Contract with the Purchaser named and described in the Contract HEREBY AGREES to guarantee and indemnify the Vendor as follows: -

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within fourteen (14) days of the date for each payment as prescribed whether a demand for payment has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within fourteen (14) days after the due date of observance or performance as prescribed by the Contract whether a demand for such observation or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the guarantor or severally in respect of any other guarantee or security) or release part with vary relinquish or renew in whole or in part any security document of title assets or right to be held by the Vendor.
4. All moneys received by the Vendor from or account of the Purchaser including any dividends upon liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove the total indebtedness of the Purchaser.
5. In the event of liquidation or bankruptcy of the Purchaser the Guarantor authorizes the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
9. Any demand or notice under the Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the day next following the day of posting.
10. In the event of the Purchaser exercising his rights under the Sale of Land Act 1962 to call for a Transfer of Land and a Mortgage to secure the moneys otherwise then outstanding under the Contract the Guarantor will execute on demand a guarantee of the mortgagor's obligations under the said Mortgage in a form satisfactory to the Vendor's solicitors.
11. When not inconsistent with the context the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include the Guarantor his executors and administrator or in the case of a corporate Guarantor that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every one of them or any of them and the executors

administrators or successors of each and every one of them or any of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally. The expression "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meanings assigned to them in the contract. Words importing persons shall extend to and include companies and corporations and words importing singular or plural number shall extend to and include the plural and singular numbers respectively. Words importing one gender shall extend to and include any other gender.

**IN WITNESS WHEREOF** the Guarantor/s have set their hands and seals the day of \_\_\_\_\_ 202\_\_

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

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

**SCHEDULE**

**THE GUARANTORS:**

**SALE OF LAND REGULATIONS 2005**  
**SCHEDULE 1**  
**GENERAL RULES**  
**FOR THE CONDUCT OF**  
**PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# 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 [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

### **Land boundaries**

#### ***Do you know the exact boundary of the property?***

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

### **Planning controls**

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

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

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

#### ***Are there any proposed or granted planning permits?***

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

### **Safety**

#### ***Is the building safe to live in?***

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

### **Building permits**

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

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

#### ***Are any recent building or renovation works covered by insurance?***

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

#### ***Do you know your rights when buying a property?***

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

**Diana Al Harthi**

---

**VENDOR'S STATEMENT**

---

**Property Address: Unit 9, 91-93 Mickleham  
Road TULLAMARINE VIC  
3043**



**PROMPT LEGAL SERVICES  
MELBOURNE**

[www.promptlegalservices.com.au](http://www.promptlegalservices.com.au)

**259A KEILOR ROAD  
ESSENDON 3040**

**Tel No: 9379 0877  
Fax No: 9379 2972**

**VENDOR'S STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO  
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

**VENDOR:** DIANA AL HARTHI

**PROPERTY ADDRESS:** Unit 9, 91-93 Mickleham Road  
Tullamarine VIC 3043

**IMPORTANT NOTICE TO PURCHASERS**

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit to buy.

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

## **1 FINANCIAL MATTERS**

---

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

**Are contained in the attached certificate/s.**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-  
**None to the vendors knowledge other than those disclosed in the attached certificates**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

**None to the vendors knowledge other than those disclosed in the attached certificates**

## **2 INSURANCE**

---

(a) **Damage and Destruction**

This section 2(a) 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**

(b) **Owner-Builder**

This section 2(b) 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**

---

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

Easements affecting the land are as set out in the attached copies of title.

Covenants affecting the land are as set out in the attached copies of title.

Other restrictions affecting the land are as attached.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) **BUSHFIRE**

This land is **Not** in an area that is designated as a bushfire prone area under section 192A of the *Building Act 1993*

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

Planning Scheme: See attached certificate.  
Responsible Authority: See attached certificate.  
Zoning: See attached certificate.  
Planning Overlay/s: See attached certificate.

**4 NOTICES**

---

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:-

**None to the Vendors knowledge** however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- (b) The **Vendor is not aware** of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

- (c) Particulars of any Notice of intention to acquire served under Section 6 of the **Land Acquisition and Compensation Act 1986** are: **None to the Vendors knowledge**

**5 BUILDING PERMITS**

---

Particulars of any Building Permit issued under the **Building Act 1993** during the past seven years (where there is a residence on the land):-

**No such Building Permit has been granted to the Vendors knowledge.**

**6 OWNERS CORPORATION**

---

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the Owners Corporations Act 2006.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

---

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the **Planning and Environment Act 1987** is **NOT**

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**8 SERVICES**

---

Service	Status
Electricity supply	Available to Lot
Gas supply	Available to Lot
Water supply	Available to Lot
Sewerage	Available to Lot
Telephone services	Available to Lot



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

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

VOLUME 09721 FOLIO 848

Security no : 124105917363K  
Produced 08/05/2023 01:46 PM

LAND DESCRIPTION

Lot 9 on Registered Plan of Strata Subdivision 025416A.  
PARENT TITLE Volume 09418 Folio 166  
Created by instrument SP025416A 13/01/1987

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DIANA AL HARTHI of VILLA 196 AL BARASHI SHARJAH UNITED ARAB EMIRATES  
AW595624Y 01/03/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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 SP025416A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW581201H (E)	CONV PCT & NOM ECT TO LC	Completed	24/02/2023
AW581205Y (E)	TRANSMISSION APPLICATION	Registered	24/02/2023
AW595624Y (E)	TRANSFER	Registered	03/03/2023

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 9 91-93 MICKLEHAM ROAD TULLAMARINE VIC 3043

ADMINISTRATIVE NOTICES

NIL

eCT Control 21354S BULLER MCLEOD LAWYERS  
Effective from 03/03/2023

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION PLAN NO. SP025416A

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>SP025416A</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>08/05/2023 13:59</b>

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25416

CHART 3 PLAN OF STRATA SUBDIVISION

THE PARCEL — The whole of the land described in Certificate of Title Volume 9418 folio 166 except for the land shown thus  being part of Crown Portion 3 Parish of Tullamarine County of Bourke

REGISTERED

POSTAL ADDRESS OF BUILDINGS  
91 Mickleham Road Tullamarine 3043

TIME 9:00 DATE 13-1-87

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE  
SEE BODY CORPORATE SEARCH REPORT



The land shown as E-1 is a drainage and sewerage easement. Vide L.P. 14709  
Part of units 11 and 12 and part of the common property are affected by this encumbrance.

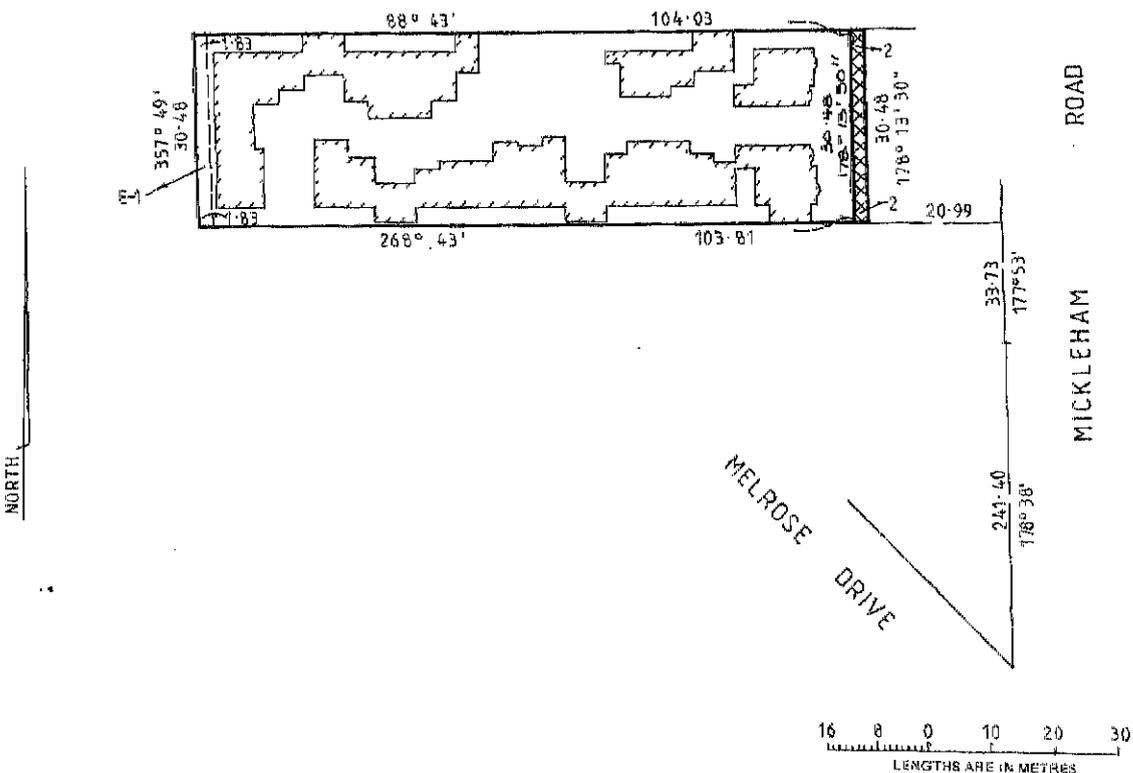
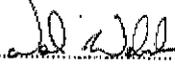


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYORS CERTIFICATE

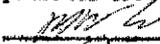
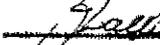
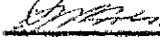
I, NEIL ALFRED WEBSTER of 7 Kent-Hughes Road Eltham 3095 a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the 20th day of September 1985 in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature  Date 20-2-86

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (ii), Strata Title Act

As witness the common seal of the City of Broadmeadows was hereto affixed this 17th day of 13th 1987 in the presence of:

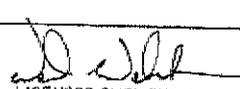
 Mayor  
 Councillor  
 Town Clerk

1 MAR 1986

NEIL A. WEBSTER AND ASSOCIATES  
7 KENT-HUGHES ROAD ELTHAM 3095  
439 4222

SURVEYORS REF.  
2283

COUNCIL REF. No.  
1666  
VICTORIA

  
LICENSED SURVEYOR  
SHEET 1 OF 2 SHEETS

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

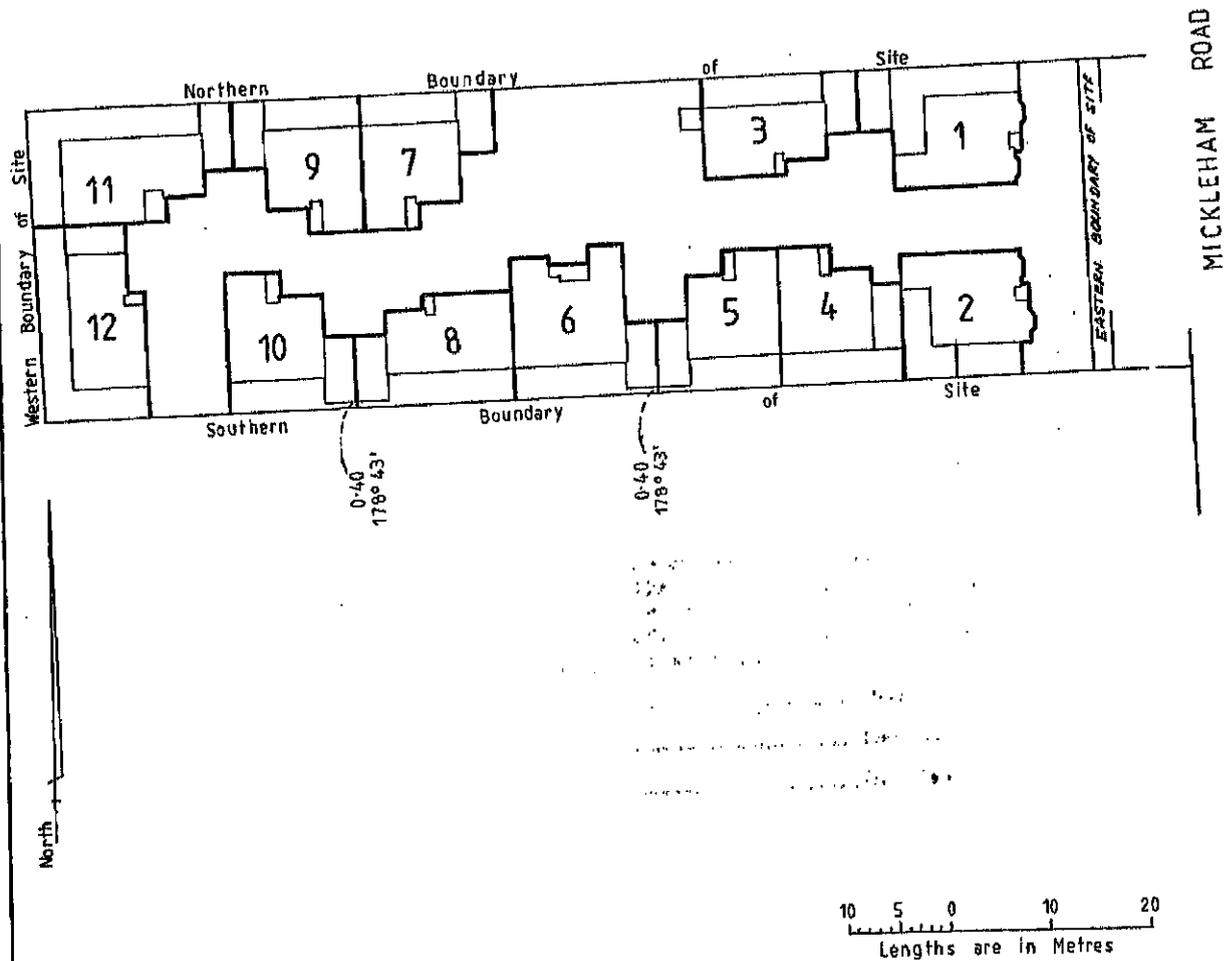
LEGEND

The buildings in the parcel, parts of which are contained in units 1 to 12 (both inclusive) are single storey buildings.

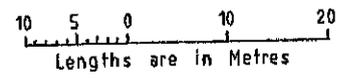
The lower boundary of each of units 1 to 12 (both inclusive) is two metres below that part of the site which lies within the vertical or near vertical boundaries of the relevant unit as shown on the diagram below. The upper boundary of each of these units is ten metres above that part of the site.

No unit on this plan is an accessory unit.

The common property is all the land in the parcel except the land in units 1 to 12 (both inclusive).



North



17 MAR 1986

NEIL A. WEBSTER AND ASSOCIATES  
7 KENT-HUGHES ROAD ELTHAM 3095  
439 4222

SURVEYORS REF.  
2283

CONSULTANT No. 1666  
VICTORIA

*[Signature]*  
LICENSED SURVEYOR  
SHEET 2 OF 2 SHEETS





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 08/05/2023 01:59:02 PM

**OWNERS CORPORATION  
PLAN NO. SP025416A**

The land in SP025416A is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property, Lots 1 - 12.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
MBCM STRATA SPECIALISTS ESSENDON, SUITE 9 LEVEL 2 902 MT ALEXANDER ROAD ESSENDON VIC 3040  
  
AV985478S 23/08/2022

**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	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	110	110



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 08/05/2023 01:59:02 PM

**OWNERS CORPORATION**  
**PLAN NO. SP025416A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	110	110
Lot 12	100	100
<b>Total</b>	<b>1220.00</b>	<b>1220.00</b>

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

Statement End.

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

927875

## APPLICANT'S NAME & ADDRESS

PROMPT LEGAL SERVICES C/- INFOTRACK (SMOKEBALL)  
C/- LANDATA  
MELBOURNE

## VENDOR

HARTHI, DIANA AL

## PURCHASER

N/A, N/A

## REFERENCE

365461

This certificate is issued for:

LOT 9 PLAN SP25416 ALSO KNOWN AS 9/91 - 93 MICKLEHAM ROAD TULLAMARINE  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/hume>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:  
<http://vhd.heritage.vic.gov.au/>

08 May 2023

Sonya Kilkenny  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

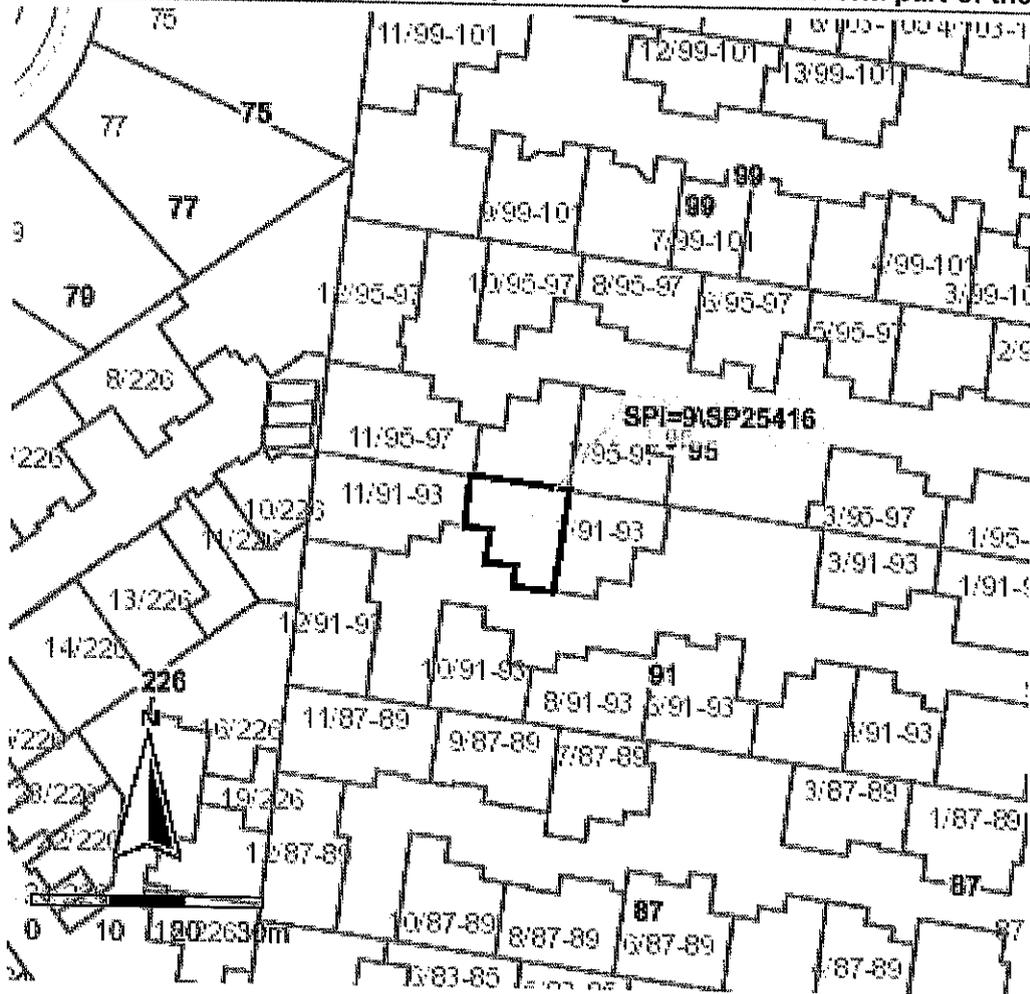
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 17 May 2023 02:19 PM

## PROPERTY DETAILS

Address: **9/91-93 MICKLEHAM ROAD TULLAMARINE 3043**  
 Lot and Plan Number: **Lot 9 SP25416**  
 Standard Parcel Identifier (SPI): **9\SP25416**  
 Local Government Area (Council): **HUME**  
 Council Property Number: **511194**  
 Planning Scheme: **Hume**  
 Directory Reference: **Melway 5 J12**

[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **SUNBURY**

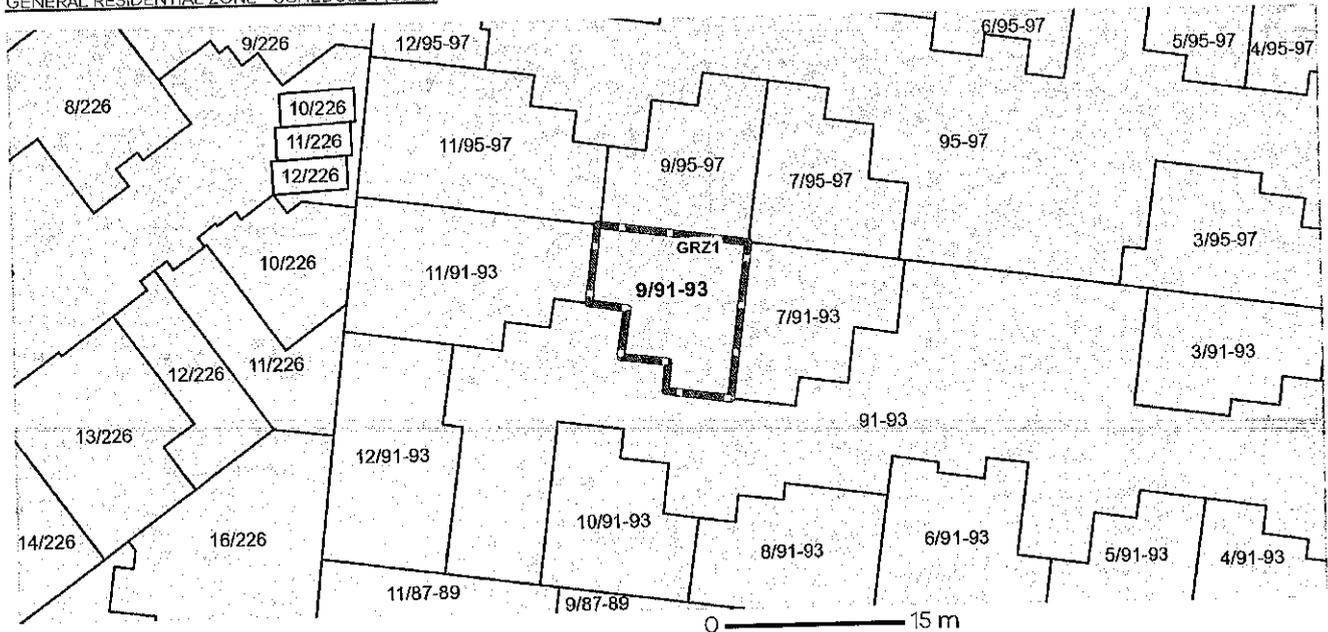
## OTHER

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

[View location in VicPlan](#)

## Planning Zones

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



**GRZ - General Residential**

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

## Planning Overlays

No planning overlay found

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

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1982 (Vic).

## Further Planning Information

Planning scheme data last updated on 3 May 2023.

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

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

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

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

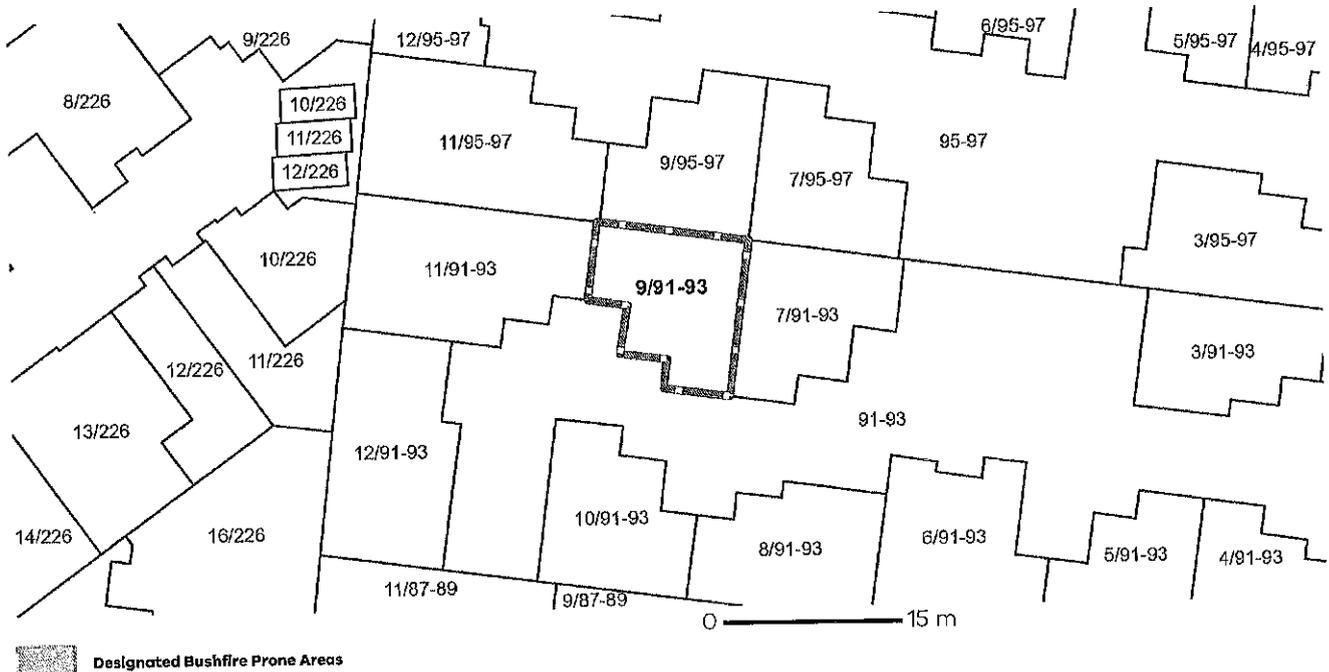
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

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

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

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 17 May 2023 02:16 PM

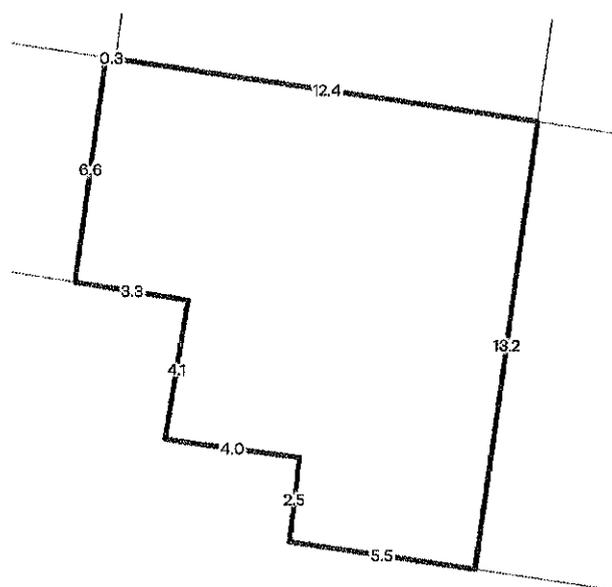
## PROPERTY DETAILS

Address: **9/91-93 MICKLEHAM ROAD TULLAMARINE 3043**  
Lot and Plan Number: **Lot 9 SP25416**  
Standard Parcel Identifier (SPI): **9\SP25416**  
Local Government Area (Council): **HUME**  
Council Property Number: **511194**  
Directory Reference: **Meiway 5 J12**

[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 136 sq. m

**Perimeter:** 52 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **SUNBURY**

## PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

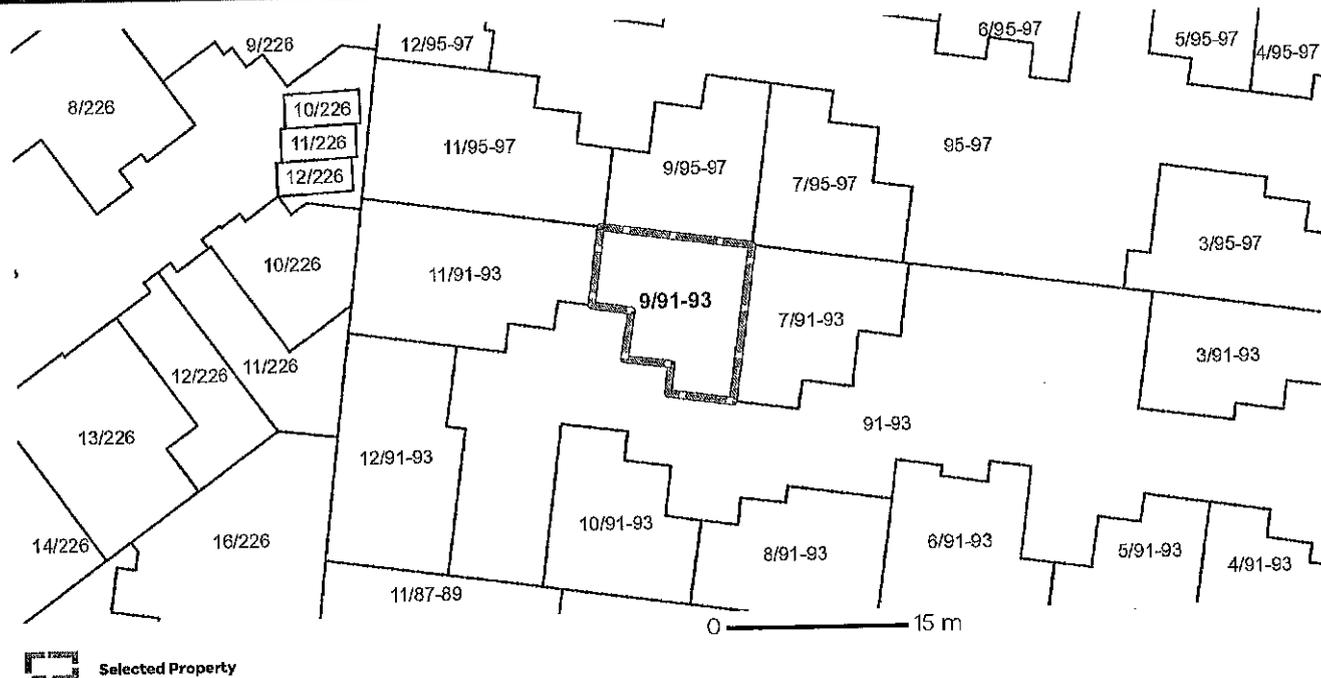
Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT

## Area Map





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Prompt Legal Services C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 365461

NO PROPOSALS. As at the 8th May 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 9, 91-93 MICKLEHAM ROAD, TULLAMARINE 3043  
CITY OF HUME

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

Date of issue: 8th May 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68806075 - 68806075145455 '365461'



**Property No : 511194**  
**Certificate No : eLIC058914**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2023**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 9/91-93 MICKLEHAM RD TULLAMARINE VIC 3043

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$27.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
09/05/2023

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Biller Code:** 357947  
**Ref:** 9340688

**If settling outstanding amounts via BPay please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**



YARRA VALLEY WATER  
ABB 93 068 992 501

Luoknew Street  
Miteham Victoria 3132

Private Bag 1  
Miteham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

15th May 2023

Prompt Legal Services C/- InfoTrack (Smokeball) C/  
LANDATA

Dear Prompt Legal Services C/- InfoTrack (Smokeball) C/,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	9/91-93 MICKLEHAM ROAD TULLAMARINE 3043
<b>Applicant</b>	Prompt Legal Services C/- InfoTrack (Smokeball) C/ LANDATA
<b>Information Statement</b>	30766428
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	365461

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 089 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

### Yarra Valley Water Encumbrance

Property Address	9/91-93 MICKLEHAM ROAD TULLAMARINE 3043
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)**

If Sewer mains are in existence they will be shown on the attached plan

Existing sewer mains will be shown on the Asset Plan.

#### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER  
ABN 93 066 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

### Melbourne Water Property Information Statement

Property Address	9/91-93 MICKLEHAM ROAD TULLAMARINE 3043
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

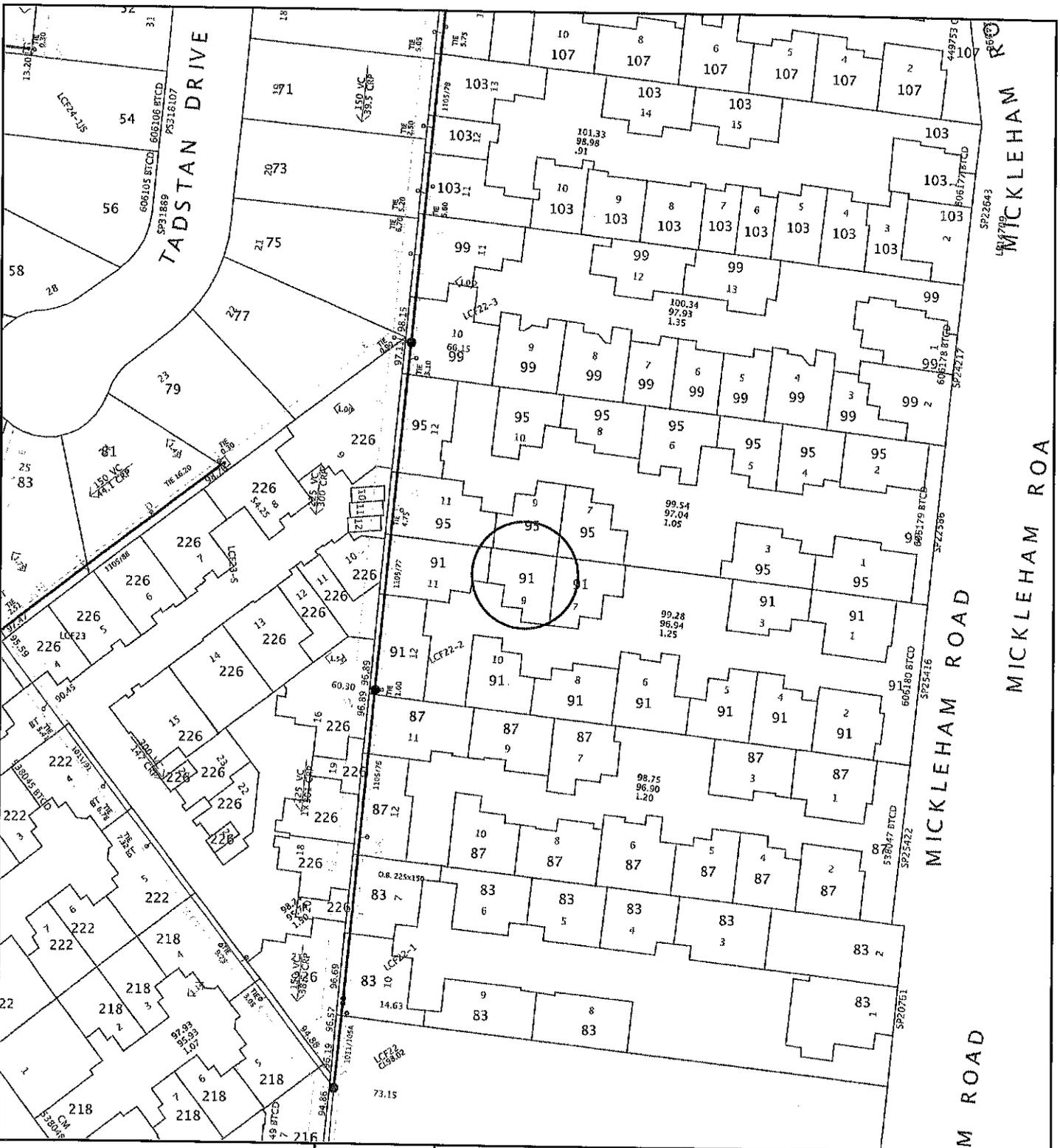
#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30766428**

<b>Address</b>	9/91-93 MICKLEHAM ROAD TULLAMARINE 3043
<b>Date</b>	15/05/2023
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

Existing Title	 Access Point Number	GLV2-42 MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow	 MW Drainage Manhole	
Existing Sewer	 Sewer Offset	 MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch		

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



YARRA VALLEY WATER  
ABN 93 098 902 501

Luoknow Street  
Mitham Victoria 3132

Private Bag 1  
Mitham Victoria 3132

DX 13204

F (03)9872 1353

E enquiry@yvw.vic.gov.au  
yvw.vic.gov.au

Prompt Legal Services C/- InfoTrack (Smokeball) C/  
LANDATA  
certificates@landata.vic.gov.au

**RATES CERTIFICATE**

Account No: 2246821928  
Rate Certificate No: 30766428

Date of Issue: 15/05/2023  
Your Ref: 365461

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 9/91-93 MICKLEHAM RD, TULLAMARINE VIC 3043	9\SP25416	1445715	Residential

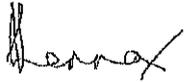
Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	\$19.69	\$19.69
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	\$112.45	\$112.45
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-04-2023 to 30-06-2023	\$27.34	\$27.34
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		<b>Balance Brought Forward</b>	\$0.00
		<b>Total for This Property</b>	\$159.48

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
91-93 MICKLEHAM RD, TULLAMARINE VIC 3043	CM\SP25416	1439466	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge	23-11-2022 to 24-02-2023	\$0.00	\$0.00
Estimated Average Daily Usage \$0.00			
Metered Fire Service Charge	01-04-2023 to 30-06-2023	\$10.86	\$10.86
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		<b>Balance Brought Forward</b>	\$0.00
		<b>Total for This Property</b>	\$10.86

**Total Due** \$170.34



GENERAL MANAGER  
RETAIL SERVICES

---

**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 065 902 501

Luoknow Street  
Mitoam Victoria 3152

Private Bag 1  
Mitoam Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Property No: 1445715

Address: UNIT 9/91-93 MICKLEHAM RD, TULLAMARINE VIC 3043

Water Information Statement Number: 30766428

HOW TO PAY



Bill Code: 314567  
Ref: 22468219283

Amount  
Paid

Date  
Paid

Receipt  
Number

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / PROMPT LEGAL SERVICES

**Your Reference:** 23/27748  
**Certificate No:** 64458940  
**Issue Date:** 08 MAY 2023  
**Enquiries:** ESYSPROD

**Land Address:** UNIT 9, 91 -93 MICKLEHAM ROAD TULLAMARINE VIC 3043

Land Id	Lot	Plan	Volume	Folio	Tax Payable
21129120	9	25416	9721	848	\$0.00

**Vendor:** DIANA HARTHI  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS MARIA RAKIC	2023	\$148,000	\$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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

<b>CAPITAL IMP VALUE:</b>	\$369,000
<b>SITE VALUE:</b>	\$148,000
<b>AMOUNT PAYABLE:</b>	\$0.00



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

Certificate No: 64458940

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$148,000

Calculated as \$0 plus ( \$148,000 - \$0) multiplied by 0.000 cents.

## Property Clearance Certificate - Payment Options

<b>BPAY</b> 	Billor Code: 5249 Ref: 64458940
<b>Telephone &amp; Internet Banking - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 64458940
<b>Visa or Mastercard</b> Pay via our website or phone 13 21 61. A card payment fee applies. <a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

# OWNERS CORPORATION CERTIFICATE

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

Owners Corporation (1) Plan No. SP 25416 A

**Re: InfoTrack on behalf of Prompt Legal Services**  
**Property: Lot 9, 91- 93 MICKLEHAM RD TULLAMARINE 3043**  
**Your Ref: 23/27748**

This certificate is issued for Lot 9 known as Unit No. 9 on Strata Plan No 25416 A the postal address of which is 9 / 91 MICKLEHAM RD TULLAMARINE 3043

1. The current fees for the above Lot are \$1350.00 per annum payable quarterly in advance and due on the 1st day of January, April, July and October of each year.  
- **See minutes attached**
2. The fees are paid up until 30/06/2023.
3. The total of unpaid fees or charges for the Lot is: Nil.
4. No special fees or levies have been struck except: Nil.
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-  
- **None to our knowledge. See minutes attached**
6. The Owners Corporation has the following insurance cover:  

Name of Company:	FLEX INSURANCE
No. of Policy:	HS0006092140
Kind of Policy:	REINSTATEMENT
Buildings Amount:	\$4,430,000
Legal Liability Amount:	\$30,000,000
Buildings Covered:	ALL
Common Contents:	\$44,300
Renewal Date:	24th September 2023
7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-  

<u>Fund Description</u>	<u>General Account</u>	<u>Investment Accounts</u>
Administration Fund	\$ 3271.03	\$ 0.00
Insurance Premium	\$ 4800.00	\$ 0.00
TOTAL	<u>\$ 8071.03</u>	<u>\$ 0.00</u>
9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-  
- **A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-  
- **None to our knowledge**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-  
- **None to our knowledge**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-  
- **None to our knowledge**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-  
- **None to our knowledge**
14. The Owners Corporation has appointed a manager as follows:-  
Name MBCM Tullamarine  
Address Suite 9, Level 2, 902 Mt Alexander Road Essendon 3040
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Strata Plan No 25416 A was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this 9th day of May 2023



Craig Hill Manager and Delegate of the Owners Corporation  
For and on behalf of MBCM Tullamarine  
Suite 9, Level 2, 902 Mt Alexander Road Essendon 3040  
info@mbcmtullamarine.com.au

**NOTE:** 1. *Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.*  
2. *Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).*

Please find attached

- (i) a copy of the Rules of the Owners Corporation
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting

**THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS**

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

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

**ELECTRONIC PAYMENT OF SETTLEMENT FUNDS**

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



Biller Code: 96503  
Biller Reference: 213593866 03417



## MINUTES OF THE ANNUAL GENERAL MEETING

### OWNERS CORPORATION PLAN No SP25416A 91- 93 MICKLEHAM RD, TULLAMARINE 3043

Minutes of the Annual General Meeting held via ZOOM, on 25/10/2022 at 3.00PM.

#### ELECTION OF MEETING CHAIRPERSON & MINUTE TAKER

It was resolved that Mardi Hill of MBCM Tullamarine act as Chair of the meeting.

#### CODE OF CONDUCT

The meeting resolved to adopt the Code of Conduct which was included in the AGM Agenda package. The intent of the Code of Conduct is to enable all owners to feel that they may participate without being bullied or harassed.

#### PRESENT

Lot 6 MS KIM TORRES  
Lot 7 MR T J PHYPERS & MS R B FRANCIS  
Lot 12 MARDI HILL as proxy for MR D ZAHORODNI

#### APOLOGIES / PROXIES

The following apologies were received before the meeting commenced:

Lot 12 MR D ZAHORODNI

All members represented at the meeting possessed voting rights.

#### PRESENT FOR MBCM TULLAMARINE – MRS MARDI HILL

#### QUORUM

As there were insufficient owners present to form a quorum, all decisions (other than any decisions the subject of a special or unanimous resolution) are interim decisions in accordance with Section 78 (4) of the Owners Corporations Act 2006. Please refer to the last page.

#### APPOINTMENT OF MANAGER & DELEGATION OF POWERS & FUNCTIONS

It was unanimously resolved:

1. To appoint Sitgas Holdings Pty Ltd t/as MBCM Tullamarine as the manager to the Owners Corporation.
2. That the Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than the power or function that requires a unanimous resolution or special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

The Contract of appointment is to be emailed via DocuSign with the common seal affixed to Ms Kim Torres (Lot 6) and Mr Timothy Phypers & Ms Rewa Francis (Lot 7). In accordance with Part 12 of the Owners Corporations Act 2006 the Manager is registered with the Business Licensing Authority, Registration No. 570.

#### CONFIRMATION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The minutes of the previous Annual General Meeting held on the 10 November 2021 as circulated after the last meeting and with the agenda, adopted and received as a true record of that meeting.

#### ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

ADMINISTRATION FUND - It was resolved that the Financial Statement as presented, be adopted as a true record of the transactions of the Owners Corporation for the year ending 30 September 2022. It was noted that MBCM at the time of the meeting, there was \$1,461.02 in the Owners Corporation account and \$2,400.00 in Insurance Premium with \$494.58 in fee arrears.

## MANAGER'S REPORT

A Managers Report was circulated with the agenda. Professional indemnity insurance details and on-going registration with the Business Licencing Authority were confirmed in the report. MBCM Tullamarine are members of the peak industry body, Strata Communities Australia. Enduring resolutions of the Owners Corporation were also circulated with the agenda.

There have been **no formal disputes** reported and **no applications made to VCAT** during the reporting period.

## COMMITTEE REPORT

The Committee did not provide a report.

## GRIEVANCE COMMITTEE REPORT - DISPUTE RESOLUTION

The Manager advised the meeting that no formal complaints had been received in the 12-month period under review, nor were any matters referred to VCAT in the previous 12 months.

## INSURANCE

**AUTHORISED REPRESENTATIVE / DISTRIBUTOR:** - The Manager advised the meeting that she is an Authorised Representative for Whitbread Insurance Brokers and is required to obtain clear instructions for the renewal of the insurance. The Manager advised the meeting that regular property valuations for insurance purposes should be obtained to accurately assess an appropriate building sum insured figure.

**SUM INSURED & VALUATION:** - It was resolved to adopt the recommended sum insured in the first desktop update from Insurance Valuations Australia and to renew the policy with the recommended sum insured.

**Manager's Note:** A special levy may be required when insurance premium exceeds budgeted amount.

**ACTION:** MBCM Tullamarine

**INSURER SELECTION:** - It was resolved to obtain competitive quotes from Whitbread Insurance Brokers for the next renewal, and to adopt the recommendation of the broker.

**ACTION:** MBCM Tullamarine

## INSURANCE VALUATION – ENDURING RESOLUTION

Pursuant to the changes to the Owners Corporation Act 2006 which come into effect on 01/12/2021, an Owners Corporation must carry out a valuation every 5 years. If it has been 5 years or longer since the last valuation, one must be carried out as soon as practicable. The Owners Corporation hereby resolved to obtain an insurance valuation every 5 years as an enduring resolution.

Loss of rent cover of 15% of the building sum insured, public liability cover of \$30,000,000 and other sums was deemed adequate by the owners and will be reviewed at the next meeting.

Insurance company	FLEX INSURANCE	Building cover	\$4,430,000.00
Policy No.	HS0006092140	Public liability cover	\$30,000,000.00
Renewal date	24/09/2023	Excess	\$1,000.00
Legal Defence	\$1,000.00	Earthquake Excess	\$1,000.00
Floating Timber Floors	Included	Flood Covers	Included
Most recent valuation	14/07/2022	Office bearers cover	\$0.00

**INSURANCE CLAIM EXCESS (Ordinary Resolution):** - It was resolved that the member requesting the lodgement of the insurance claim pay any insurance excess in relation to the claim, unless otherwise agreed by the Owners Corporation at its sole discretion. If the insurance claim or damage is related to common property, the Owners Corporation will pay the costs.

**Manager's Note:** It was resolved to remind all owners that insurance excess shall be communicated to all owners that any claims lodged contributes to the risk profile of the building, which impacts premium and the excess. The current excess for water claims is \$7,50.00 payable by the claimant. Any resultant damage claim under the excess value is not claimable.

## Claims History

Date of Loss	Amount	Loss Type	Insurer	Status
19/01/2020	\$3,065.10	Storm Damage	Axis	Finalised
26/11/2021	\$3,650.00	Burst Pipe	Axis	Open

## LIMITATION OF OWNERS CORPORATION INSURANCE POLICY – IMPORTANT INFORMATION

**Owner Occupiers:** - Public Liability within the unit and owner's contents such as floating timber floors, carpet, blinds & window coverings, furniture, electrical appliances and some light fittings etc. are **NOT** covered under the Owners Corporation policy. A separate policy is available through various Insurance Brokers or CHU to cover such items. Please contact your choice of insurer for further product information.

**Landlords:** - The Owners Corporation insurance policy does **NOT** cover public liability within the unit, contents (such as floating timber floors, carpet, blinds & window coverings, furniture, electrical appliances and some light fittings etc., malicious damage within the unit or rental loss through absconding tenants or rental default. A separate Landlords Insurance policy is available through various Insurance Brokers or CHU to cover such items. Please contact your choice of insurer for further product information.

**NOTE:** - MBCM Tullamarine highly recommends that you obtain professional advice to ensure suitable cover is taken out by owners to cover any gaps in the Owners Corporation insurance policy and to suit your individual requirements.

A Product Disclosure Statement (PDS) is available to view on our website, the insurers website or a copy can be obtained from our office. This document outlines what is included and excluded from the Owners Corporation insurance policy and other relevant information about the policy terms and conditions.

The Product Disclosure Statement (PDS) and other insurance information can be found at the insurer's website: Choose an item.

**General Advice Warning** - This advice may not be suitable for you because it is general advice. We recommend that you refer to the Product Disclosure Statement provided in order to make your own assessment on whether the product satisfies your needs and objectives. If you require personal advice regarding your cover or sums insured, please contact Choose an item..

Owners must notify the Manager immediately of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised to comply with the disclosure requirements.

### **ELECTION OF COMMITTEE & DELEGATION TO COMMITTEE**

Pursuant to Section 11 of the Owners Corporations Act 2006, the Owners Corporation resolved to delegate any power or function of the Owners Corporation to the Committee of the Owners Corporation.

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).

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

Lot 3 MR N P PATIL  
Lot 6 MS KIM TORRES  
Lot 7 MR TIMOTHY J PYPERS & MS REWA B FRANCIS

**NOTE:** A lot owner whose fees are unpaid is **not eligible** to become a Committee Member. Committee members must **remain financial** at all times throughout the appointment term. A member that is not financial is **suspended** from the committee until such time as all fees have been settled.

Ms Kim Torres (Lot 6) and Mr Timothy Pypers & Ms Rewa Francis (Lot 7) witnessed the affixing of the Owners Corporation seal to the Instrument of Delegation to the Committee.

**GRIEVANCE COMMITTEE:** - It was resolved that the Committee members also be elected to represent the Owners Corporation as the grievance Committee.

### **ELECTION OF CHAIRPERSON AND SECRETARY**

It was resolved not to appoint an OC Chairperson.

### **OCCUPATIONAL HEALTH & SAFETY (OH&S) AUDIT**

The Manager advised the meeting that to comply with the Occupational Health & Safety (OH&S) requirements it is recommended that any items of maintenance that are required to the common property are reported to enable rectification work to be undertaken. This includes items such as trip hazards on paths of access and egress, oil spills or slippery surfaces and items that are not adequately supported such as leaning fences or dislodged windows or guttering.

It was resolved not to have an audit undertaken for the property at this time and that Owners would be responsible to monitor the common areas and advise the Manager as soon as possible of any items requiring attention.

## **BUDGET & OWNERS CORPORATION FEES**

**ADMINISTRATION ACCOUNT:** - It was resolved that the budget as circulated with a total of \$16,470.00 per annum, be adopted and to increase quarterly fees at the amounts in accordance with lot liability, per unit, per quarter, from the next fees due on 01 January 2023. Carried Unanimously.

All Owners Corporation (OC) fees are payable quarterly in advance and due on the first day of January, April, July, and October of each year.

## **AUTHORITY TO STRIKE EXTRAORDINARY FEES**

The Owners Corporation hereby resolved to delegate to the Owners Corporation Manager the power to levy special fees of any amount up to twice the current annual fees, at the Owners Corporation Manager's discretion, for the purpose of enabling the Owners Corporation to pay its debts as they fall due.

## **DESTRUCTION OF OWNERS CORPORATION SEAL**

Pursuant to section 18A (4) of the Owners Corporations Act 2006, the Owners Corporation resolved that the Common Seal is no longer required and may be destroyed.

## **ARREARS MANAGEMENT**

### **ARREARS POLICY**

The Owners Corporation resolves to commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due against any Lot Owner of the Owners Corporation in any Court of competent jurisdiction in the case of bankruptcy or proceedings against a company. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee. The costs charges and expenses shall be due and payable as a debt due by the person in default, or breach to the Owners Corporation.

### **SPECIAL RESOLUTION TO PROCEED TO COURT**

As the meeting had insufficient attendees, the Special Resolution did not pass and will be presented to the owners as a Postal Ballot when it is required.

## **PENALTY INTEREST**

The Owners Corporation resolve to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate prescribed from time to time under the *Penalty Interest Rates Act 1983* which is currently 10%.

## **GENERAL BUSINESS**

**INSURANCE EXCESS & PREMIUM:** - it was resolved to communicate to all owners that any claims lodged contribute to the risk profile of the building, which impacts the premium and the excess. The current excess for water claims is \$2,500.00 and \$1000.00 for other claims payable by the claimant. Any resultant damage claim under the excess value is not claimable.

**ACTION:** Owners

**ENCLOSURE FOR PROTRUDING DRAINPIPE:** - It was resolved to have an enclosure installed over the pipe protruding into the common, near unit 3, posing a safety issue. Kim Torres (Lot 6) is to provide a photo of a similar enclosure at the rear of the block and the pipe in question. MBCM Essendon will obtain quote from a handyman and send it to the committee for approval.

**ACTION:** MBCM Tullamarine / Committee of Management

**GUTTER MAINTENANCE LOT OWNERS RESPONSIBILITY:** - It was resolved to remind all owners that they are responsible for cleaning their gutters and all related repairs and maintenance.

**ACTION:** Owners

**PLANTS ALONG DRIVEWAY:** It was resolved to the committee would discuss replacing the plants in the common garden beds. The Committee's instructions will be sent to MBCM Tullamarine via e-mail for action.

**ACTION:** Owners

**DOGS ON COMMON PROPERTY:** - It was resolved to remind all owners that dogs must be always on a leash while on common property and dog poo must be immediately cleaned up without exception.

**ACTION:** Owners

### **MAJOR WORKS/ ADDITIONAL DUTIES CHARGES**

Please note that in accordance with Schedule 2.2 of the SCA Contract of Appointment, any major works, property upgrades or projects, disputes, or additional duties performed by the Owners Corporation Manager that are not included in the scope of standard agreed management duties, may attract additional fees charged at an hourly rate (unless otherwise agreed as a flat rate).

### **EMERGENCY AFTER HOURS SERVICE**

MBCM Tullamarine offers an after-hours emergency Owners Corporation repairs & maintenance service to its clients. For any emergency Owners Corporation matters outside of business hours, please call Scotia Property Maintenance on 03-9708-2777 – 7 days a week, 24 hours.

Any callout that is not an Owners Corporation responsibility, the call out and any subsequent works may involve a fee being paid by the caller for a service fee or minimum \$400 + GST for a site attendance.

There being no further business the meeting closed at 4.00 pm.

Date of issue: 8<sup>th</sup> November 2022

### **78. Can a general meeting proceed even without a quorum?**

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
  - (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
  - (3) The minutes must be accompanied by a notice setting out the effect of sub-section
  - (4) Interim resolutions become resolutions of the owners corporation—
    - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
    - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
    - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.
- Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.
- (5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.



# Owners Corporation (1) Strata Plan No : 25416A

91- 93 MICKLEHAM RD TULLAMARINE 3043

## Administration Fund

### BUDGET ESTIMATE

FOR YEAR ENDING 30 September 2023

Budget 2022	Item	Actual 2022	Budget 2023
\$0.00	Administration Fees	\$77.00	\$0.00
\$0.00	Caretaking	\$242.00	\$2,950.00
\$924.00	Disbursements	\$924.00	\$720.00
\$500.00	Electricity	\$322.61	\$400.00
\$0.00	Essential Services Measures	\$0.00	\$300.00
\$250.00	Fire Alarm/Service Maintenance/Monitoring	\$297.27	\$0.00
\$3,527.00	Gardening	\$2,733.00	\$0.00
\$4,800.00	Insurance Premiums	\$6,807.25	\$7,200.00
\$3,675.00	Management Fees	\$3,675.00	\$3,960.00
\$400.00	Repairs & Maintenance	\$8,584.10	\$890.00
\$220.00	Schedule 2.2 Fees	\$220.00	\$0.00
\$0.00	Valuation for Insurance	\$480.00	\$0.00
\$200.00	Yarra Valley Water	\$41.98	\$50.00
<b>\$14,496.00</b>		<b>\$24,404.21</b>	<b>\$16,470.00</b>

### OC FEE BREAKDOWN FOR BUDGET AMOUNT

Unit	Liability 1	Liability 2	OC Fees	Frequency
1	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
2	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
3	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
4	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
5	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
6	110.00 +	0.00	\$1,485.00	( 4 x \$371.25 )
7	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
8	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
9	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
10	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
11	110.00 +	0.00	\$1,485.00	( 4 x \$371.25 )
12	100.00 +	0.00	\$1,350.00	( 4 x \$337.50 )
	<b>1220.00 +</b>	<b>0.00</b>	<b>\$16,470.00</b>	

**OWNERS CORPORATION PLAN NO: SP22586P**  
**91-93 MICKLEHAM RD TULLAMARINE 3043**

**ENDURING RESOLUTIONS**

The following are the enduring resolutions of the Owners Corporation which remain in place from year to year unless the Owners Corporation resolves to change them:

Item	Resolution
Penalty Interest AGM 2022	The Owners Corporation resolve to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate prescribed from time to time under the Penalty Interest Rates Act 1983 which is currently 10%.
Arrears Policy AGM 2022	The Owners Corporation resolves to commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due against any Lot Owner of the Owners Corporation in any Court of competent jurisdiction in the case of bankruptcy or proceedings against a company. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee. The costs charges and expenses shall be due and payable as a debt due by the person in default, or breach to the Owners Corporation.
Special Resolution to Proceed to Court AGM 2022	As the meeting had insufficient attendees, the Special Resolution did not pass and will be presented to the owners as a Postal Ballot when it is required.
Insurance Claim Excess (Ordinary Resolution) AGM 2022	It was resolved that the member requesting the lodgment of the insurance claim pay any insurance excess in relation to the claim, unless otherwise agreed by the Owners Corporation at its sole discretion. If the insurance claim or damage is related to common property, the Owners Corporation will pay the costs.  <b>Manager's Note:</b> It was resolved to remind all owners that insurance excess shall be communicated to all owners that any claims lodged contributes to the risk profile of the building, which impacts premium and the excess. The current excess for water claims is \$7,50.00 payable by the claimant. Any resultant damage claim under the excess value is not claimable.
Insurance Valuation AGM 2022	Pursuant to the changes to the Owners Corporation Act 2006 which come into effect on 01/12/2021, an Owners Corporation must carry out a valuation every 5 years. If it has been 5 years or longer since the last valuation, one must be carried out as soon as practicable. The Owners Corporation hereby resolved to obtain an insurance valuation every 5 years as an enduring resolution.
Authority To Strike Extraordinary Fees AGM 2022	The Owners Corporation hereby resolved to delegate to the Owners Corporation Manager the power to levy special fees of any amount up to twice the current annual fees, at the Owners Corporation Manager's discretion, for the purpose of enabling the Owners Corporation to pay its debts as they fall due.
Destruction of Owners Corporation Seal AGM 2022	Pursuant to section 18A (4) of the Owners Corporations Act 2006, the Owners Corporation resolved that the Common Seal is no longer required and may be destroyed.

# Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

## **1 Health, Safety and Security**

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

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

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

(2) This rule does not apply to—

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

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

### **1.3 Waste disposal**

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

### **1.4 Smoke penetration**

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

### **1.5 Fire safety information**

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

## **2 Committees and Sub-Committees**

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

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

## **3 Management and Administration**

### **3.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

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(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

## **4 Use of Common Property**

### **4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment

of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

### **4.2 Vehicles and parking on common property**

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

### **4.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

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## **5 Lots**

### **5.1 Change of use of lots**

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

Example

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

### **5.2 External appearance of lots**

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

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

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

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

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6 Behaviour of Persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute Resolution**

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

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- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.
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# Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporation 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.

# Building Information Certificate 51(1)

Building Act 1993  
 Building Regulations 2018  
 Regulation 51(1)



1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047

Postal Address:  
 PO BOX 119  
 DALLAS 3047

Telephone: 03 9205 2200  
 Facsimile: 03 9309 0109  
 www.hume.vic.gov.au

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)  
 TWO MELBOURNE QUARTER  
 LEVEL 13/697 COLLINS ST  
 DOCKLANDS VIC 3008

Our Reference: **WBPI026727**  
 Your Reference: **365461**  
 Property Details: **9/91-93 MICKLEHAM RD  
 TULLAMARINE VIC 3043  
 LOT 9 SP 25416A VOL 9721 FOL 848**  
 Property Number: **511194**  
 Municipal District: **HUME CITY COUNCIL**  
 Registered Owner: **DIANA AL HARTHI**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date
<p><b>Please Note: There are no records of Building approvals or permits in the preceding 10 years to the knowledge of the Council.</b></p>							

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

**Please note**

Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.

In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18<sup>th</sup> November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites.

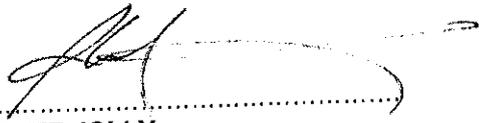
Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.

For the purpose of regulation 810, Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.

Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00  
 For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.

This advice is based on the most current information in Council's records.

  
 PETER JOLLY  
 MUNICIPAL BUILDING SURVEYOR  
 HUME CITY COUNCIL

Date: 09 May 2023

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*

## Residential Tenancy Agreement<sup>®</sup>

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

### Residential Tenancies Act 1997

(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **11th** day of **March**, 20 **20**

at **201B Melrose Drive, Tullamarine VIC 3043**

**BETWEEN Diana Al Harthi**  
**(LANDLORD) c/o Jason Real Estate (Sales) Pty Ltd**

[ Name, ACN (if LANDLORD is a company) and address of landlord ]

(\*whose agent is **Jason Real Estate (Sales) Pty Ltd**  
**139745323**  
**201B Melrose Drive TULLAMARINE VIC 3043**  
**(03) 9338 6411 )**

[ Name, ACN (if agent is a company), business address and telephone number of agent ]

**AND Wayne William Sandiford**  
**(TENANT) 3 Dartmoor Crt, Meadow Heights VIC 3048**

[ Name, ACN (if TENANT is a company) and address of tenant ]

### 1. PREMISES

The LANDLORD lets the premises known as **9/91 Mickleham Rd, TULLAMARINE, VIC, 3043**

(\*together with those items indicated in the schedule of items)

### 2. RENT

The rent amount is **(\$1,430.00)** The date the first rent payment is due is **14 / 03 / 2020**

~~The rent amount will increase to (\$) \_\_\_\_\_ The date the first rent payment at the increased rate is due is \_\_\_\_ / \_\_\_\_ / 20\_\_~~

Pay period:  weekly  fortnightly  monthly **7th of Every Calendar Month** (insert the date of each month when the rent is due)

Place of payment: **Via Direct Debit**

### 3. BOND

The TENANT must pay a bond of **(\$1,430.00)** to the LANDLORD/agent on **12 / 03 / 2020**

In accordance with the **Residential Tenancies Act 1997**, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME **Wayne William Sandiford**

AMOUNT **\$1,430.00**

If the TENANT does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the TENANT should contact the Residential Tenancies Bond Authority.

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**4. PERIOD**

(a) The period of the agreement is **12 Calendar Months**

commencing on the **14th** day of **March, 2020**

and ending on the **13th** day of **March, 2021**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

**4A. CONSENT TO ELECTRONIC SERVICE**

(1) Express Consent

The TENANT: **Wayne William Sandiford**  
[ Check one box only ]

Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **waynesandiford1@gmail.com**

OR

~~Does not consent to the electronic service of notices and other documents.~~

The LANDLORD: **Diana Al Harthi**  
[ Check one box only ]

Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **petermac@jasonrealestate.com.au**

OR

~~Does not consent to the electronic service of notices and other documents.~~

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

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**5. CONDITION OF THE PREMISES**

The LANDLORD must -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the LANDLORD owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

**6. DAMAGE TO THE PREMISES**

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

**7. CLEANLINESS OF THE PREMISES**

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

**8. USE OF PREMISES**

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

**9. QUIET ENJOYMENT**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

**10. ASSIGNMENT OR SUB-LETTING**

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

**11. RESIDENTIAL TENANCIES ACT 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

\*Schedule of Items (See Clause 1)

**Residential Tenancy Agreement®****ADDITIONAL TERMS**

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

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au).

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

**\*Please read this important advice about writing:** in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

**12. Installing goods, making alterations, additions or renovations at my premises**

**12.1** You must ask me in \*writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

**12.2** These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

**13. Other use of my premises**

**13.1** You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in \*writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

**13.2** You must ask me in \*writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

**14. Utility charges at my premises**

**14.1** I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

**14.2** You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

**14.3** If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

**14.4** If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

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must have the service re-connected or repaired at your cost.

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.
15. **My insurances for my premises**
- 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.
- 15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.
16. **Light globes and fluorescent tubes at my premises**
- 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.
17. **You must tell me about defects at my premises**
- 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
18. **Damage to my premises**
- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.
19. **You will indemnify me in certain circumstances if things go wrong at my premises**
- 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
20. **Smoke detectors and heaters at my premises**
- 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**Residential Tenancy Agreement®**

20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**

- 21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4 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.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

**22. Storage and removal of waste and rubbish at my premises**

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

**23. Hanging washing at my premises**

- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

**24. Looking after the garden at my premises**

- 24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**25. Pets at my premises**

- 25.1 Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting). If you are seeking permission to have more than one pet, you must complete a separate form for each pet.

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- 25.2 If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.
- 25.3 If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.
- 25.4 If I do not respond to your request or make application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.
- 25.5 If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.
- 25.6 Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.
- 26. Assignments, subletting or abandoning my premises**
- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in \*writing or ask my managing agent in \*writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a) a pro-rata letting fee;
- 26.2 (b) advertising or marketing expenses;
- 26.2 (c) rental data base checks on applicants;
- 26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
- 27. If you intend to leave my premises when your tenancy ends**
- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the **Residential Tenancies Act 1997**.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
- 28. Remaining at my premises after your tenancy ends**
- 28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.
- 28.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form that is not an SMS message.
- 29. Changing the locks and alarm code at my premises**
- 29.1 You may change the locks at my premises.

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- 29.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 29.3 You may change the code of an alarm at my premises.
- 29.4 If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.
30. **'To Let', 'auction' and 'for sale' signs at my premises**
- 30.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 30.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
31. **Owners corporation rules and my premises**
- 31.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 31.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 31.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.
32. **You cannot use your bond to pay your rent for my premises**
- 32.1 You acknowledge the **Residential Tenancies Act 1997** provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 32.2 You also acknowledge the **Residential Tenancies Act 1997** allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
33. **Increasing the rent for my premises**
- 33.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
- (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.
- 33.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 33.3 If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
- (b) the notice I give you will be in the form prescribed for the purpose.
- 33.4 I acknowledge I must not increase your rent at intervals of less than 12 months.
34. **Receipt of condition report / statement of rights and duties for my premises**
- 34.1 You acknowledge, before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
- (b) a written guide: *'Renting a home: a guide for tenants'* authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.
35. **Notice**
- 35.1 Unless provided for otherwise by the **Residential Tenancies Act 1997**, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand

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delivery to:

**35.1.1** the address specified in the Tenancy Agreement as the address of the LANDLORD's agent; or

**35.1.2** if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

**35.2** Non-electronic service of written notices to the TENANT may be effected by post or hand delivery to the rented premises the subject of the Tenancy Agreement.

SIGNATURES

**LANDLORD**

Diana Al Harthi

*c/o Penfa* (insert signature of LANDLORD)

**TENANT**

Wayne William Sandiford

*Wayne Sandiford* (insert signature of TENANT)

# Residential Tenancy Agreement<sup>®</sup>

## NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT Section 66, Residential Tenancies Act 1997

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
  - (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
  - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
  - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
  - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
  - (c) The agent's telephone number for urgent repairs is **9338 6411 or 0419 332 898 (Peter Mac)**
  - (d) The agent can authorise urgent repairs
  - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is **\$1,000.00**

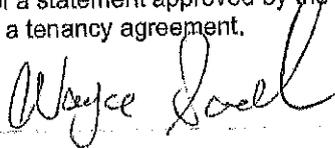
### NOTE TO LANDLORDS

- Before the occupation date, the tenant must be provided a document approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.
- The tenant must be given written notice of any change to any of the above information before the end of 7 days after the change.

### ACKNOWLEDGEMENT BY TENANT

I, **Wayne William Sandiford**, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed:



Date:

13/3/2020



## Additional Clauses

1. The **TENANT/S** acknowledges; that the bond paid under the agreement has been forwarded in accordance with the requirements of the Residential Tenancies Act 1997 with the **RESIDENTIAL TENANCIES BOND AUTHORITY** and that the refund of the bond can only be achieved by all tenants signing and lodging a bond claim form with the **RESIDENTIAL TENANCIES BOND AUTHORITY**

x WS \_\_\_\_\_

2. The **TENANT/S** acknowledges; that the bond money paid is held as a bond against the tenant not carrying out the conditions of the lease agreement and not vacating the property in good clean condition. The tenant further understands and acknowledges that under the Residential Tenancies Act 1997, that the bond is not to be used as any part of rent owing.

x WS \_\_\_\_\_

3. The **TENANT/S** acknowledges; having being advised that all rental charges are paid by Direct Debit and further acknowledges having read the Direct Debit Service Agreement. The **TENANT/S** agrees to the terms and conditions of the Direct Debit Service Agreement and understands that rental charges are at all times must be paid in advance and in full as agreed and stated in the lease. Tenants understand and agree to pay our office a \$30.00 dishonour/administration fee for any payment that is returned to our office as a dishonour payment.

x WS \_\_\_\_\_

4. The **LANDLORD/S** and the **TENANT/S** mutually agree that the **TENANT/S** will not smoke inside the property. At the final inspection of the property and the end of tenancy if the **LANDLORD/S** or **LANDLORD/S AGENT** believes that the smoking has impregnated the fittings of the property, the **TENANT/S** agrees that the curtains/blinds will be dry cleaned and the carpets will be steam cleaned and where necessary the walls will be washed down at the **TENANT/S** expense.

x WS \_\_\_\_\_

5. The **LANDLORD/S** acknowledges the **TENANT/S** right to change the locks at the rental property; providing a duplicate key is given to the **LANDLORD/S** or **AGENT**. The **TENANT/S** acknowledges; that whilst all due care and attention has been taken, the **LANDLORD/S** cannot guarantee that all keys to the property were returned by the previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced. The cost of any lock change will be the **TENANT/S** responsibility.

x WS \_\_\_\_\_

6. The **TENANT/S** acknowledges that hooks erected on the walls are **PROHIBITED** unless given written approval by the **LANDLORD/S / AGENT** to do so. The **TENANT/S** also acknowledges; that if hooks were erected without consent, they are liable for any damage the hook has caused to the walls.

x WS \_\_\_\_\_

7. The **TENANT/S** hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at this property and further agrees to pay any and all expenses arising from any repairs or replacements including the cost of having the carpets treated for fleas at the end of the tenancy. The **TENANT/S** further agrees to ensure all pet droppings are cleaned from the front and rear yards of the premises regularly.

x WS \_\_\_\_\_

8. The **TENANT/S** acknowledges; that the **Condition Report** provided at the commencement of the tenancy must be signed and returned to the **AGENT** within 3 business days after commencing occupancy 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 rented premises, as at the commencement of the tenancy.

x WS \_\_\_\_\_

9. The TENANT/S must regularly check each smoke detector installed in the premises to confirm that it is kept fully operational. These checks are to ensure the safety of the TENANT/S and the security of the premises. The TENANT/S must replace the battery in each smoke detector as required. The TENANT/S must immediately notify the Agent of any faulty smoke detector (and confirm this advice to the Agent in writing the same day).

WS \_\_\_\_\_

10. The TENANT/S agrees to have the carpets Professionally Cleaned upon vacating the premises with the cost paid by the TENANT/S or taken from the BOND; should sufficient funds be available. TENANT/S MUST provide the AGENT with an invoice/receipt for such work. The cleanliness of the carpets as stated on the Ingoing Condition Report completed at the commencement of the Tenancy Agreement will be taken into consideration. Note: This is required as Supermarket hire machines, have in many instances, been the cause of damage to carpets. The TENANT/S will be held responsible for any damage made to carpets on the premises.

WS \_\_\_\_\_

11. The TENANT/S shall pay the Landlord's costs in relation to the serving of any notice/s required under the Residential Tenancies Act where a TENANT/S is in breach of this TENANCY AGREEMENT. TENANT/S further agree that TENANT/S name and breach details will be listed to National Tenancy Database and/or Veda if a VCAT order has been granted and the amount declared by the VCAT order remain unpaid within 14 days from the date of the order.

WS \_\_\_\_\_

12. The TENANT/S acknowledges; that parking on grass areas on the property is **PROHIBITED**. At the routine / final inspection if the LANDLORD/S / AGENT believe that cars have been parked on the grass areas the TENANT/S will be liable to fix any damage caused to the grass and ground. This includes visitors.

WS \_\_\_\_\_

13. The TENANT/S acknowledges and agrees that those nominated in the application form/s will reside at the stated premises. Any change to this must be submitted to the LANDLORD/S or AGENT and written permission given prior to the third party moving into the premises.

WS \_\_\_\_\_

14. In the event of the TENANT/S needing to vacate the property herein leased prior to the expiration of the term herein the tenant/s agree to give Jason Real Estate Sales Pty Ltd a minimum 28 days written notice. If the Landlord is agreeable to the tenant's request, then tenant/s hereby appoint JASON REAL ESTATE SALES PTY LTD of 201B Melrose Drive, Tullamarine VIC 3043; to act on my/our behalf and seek a replacement tenant on the terms and conditions specified by the landlord. I/We understand and acknowledge that I/We are liable for a re-letting fee of 5.5% of the annual rent (pro-rata) and advertising cost of \$300 plus GST and are responsible for all rent due from the time of vacating to the expiration of the lease until such time a replacement tenant is accepted by the landlord. We further acknowledge and accept that the advertising expense is payable in advance. I/We will not use our bond as rent due as per special condition three (3).

WS \_\_\_\_\_

15. The outgoing TENANT/S agrees to pay a fee of \$110.00 for the transfer of lease from any tenants to another. Original TENANT/S must remain on lease otherwise break lease fees will apply.

WS \_\_\_\_\_

16. The TENANT/S acknowledges and agrees that the LANDLORD'S AGENT will conduct regular routine inspections (PLEASE NOTE THAT PHOTOS WILL BE TAKEN OF THE PROPERTY IN THE ROUTINE INSPECTION) with or without the presence of the TENANT/S upon giving the tenant 1 week notice of such inspection and the TENANT/S agrees that the 1<sup>st</sup> inspection will be carried out after the TENANT/S has occupied the property for 3 months and thereafter, every 6 months during tenancy.

WS \_\_\_\_\_

17. The TENANT/S hereby acknowledges and agrees to maintain all drains including sinks and showers clean and clear by avoiding excessive debris and hair. Every six months to apply correct drainage liquid/solution to maintain drains and pipes clean and clear. The tenant shall indemnify the LANDLORD/S of any loss and/or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT/S or anyone on the premises with the consent of the TENANT/S. Without limiting the generality of the foregoing, the TENANT/S shall indemnify the LANDLORD/S for the cost of repairs to plumbing blockages caused by the NEGLIGENCE or MISUSE of the TENANT/S.

  x WS \_\_\_\_\_

18. We the TENANT/S hereby acknowledge that if the situation arises throughout and during the tenancy at the property that a plumber/trades person is required to respond to a call from herein tenants due to not having hot water and if the findings from the plumber/trades person is only the PILOT LIGHT to the hot water services needed to be ignited; Then the herein tenant/s accept full responsibility of all costs incurred for the service call provided.

  x WS \_\_\_\_\_

19. We the TENANT/S hereby acknowledge; that the LANDLORD/S MUST GIVE PRIOR APPROVAL in regards to pet/s being kept at the property. We the TENANT/S also agree to repair and/or undertake any cleaning associated with having pet/s at the property. All costs of repair and/or cleaning relating to pet/s at the property will be the TENANT/S responsibility.

  x WS \_\_\_\_\_

20. The Tenant/s acknowledge/s that the floorboards can be marked and therefore agree/s to take special care of the polished floors to ensure that they are not marked or dented by high heeled shoes and to minimize scratches. The tenant/s agree/s to use protective pads on the base of furniture wherever possible. The tenant agrees to also use a dry flat mop and proper floor board cleaning solution to avoid water damage to the floorboards. The tenant also agrees that should any one of these conditions not be complied with, the landlord through their agents, have the right to serve the necessary notices thereafter, if the tenant fails to remedy the breach.

  x WS \_\_\_\_\_

21. We the TENANT/S agree to clean the all air conditioner filters every 6 months

  x WS \_\_\_\_\_

22. The Tenants herein agree to pay the Landlord any excess amount charged or any additional premium charged by the Landlords insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the Tenant, or by anyone on the premises with consent of the Tenants.

  x WS \_\_\_\_\_

23. The tenant understands and accepts that payment for water usage is the tenants responsibility in all properties separately metered.

  x WS \_\_\_\_\_

24. The Tenants shall at the Tenants' expense replace all lighting tubes, globes and downlights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

  x WS \_\_\_\_\_

Signed by Tenant/s on 13,03,20   x WS

Signed by Landlord/s on 13,03,20 c/o Penfa