

Lisa Ann Frayne and Kim Maree Harford

CONTRACT OF SALE

Unit 2, 5 Greenways Court, Parkdale VIC 3195

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: Unit 2, 5 Greenways Court, Parkdale VIC 3195

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:.....
.....on/...../20.....

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

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

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

SIGNED BY THE VENDOR:.....
.....on/...../20.....

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

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have 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.

*This contract is approved by the Law Institute of Victoria, a professional association within the meaning of the **Legal Profession Act 2004**, under section 53A of the **Estate Agents Act 1980**.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: O'Brien Real Estate - Mentone
Address: 99 Balcombe Road, Mentone VIC 3194
Email: ami.russell@obrienrealestate.com.au
Tel: 03 9585 5667 Mob: 0447 020 608 Fax: 03 9585 5665 Ref: Ami Russell

VENDOR

Name: Lisa Ann Frayne and Kim Maree Harford
Address: 35 Ashfield Street, East Brisbane QLD 4169

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Conveyancing.com.au
Address: PO Box 13139 Law Courts, VIC 8010
Email: 49340@conveyancing.com.au
Tel: 1300 932 738 Mob: Fax: 03 8866 1591 Ref: FRA117-4934098

PURCHASER

Name:
Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

LAND (general conditions 3 and 9)

The land is described in the table below –

| | | |
|--------------------------------|-----------|---------|
| Certificate of Title reference | being lot | on plan |
| Volume 10606 Folio 080 | 2 | 443211Q |

OR

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: Unit 2, 5 Greenways Court, Parkdale VIC 3195

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, window furnishings, light fittings, fixtures and fittings as inspected.

PAYMENT (general condition 11)

Price: \$

Deposit: \$ by/...../..... of which \$.....has been paid

Balance: \$

GST (general condition 13)

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

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If this is a sale of a 'farming business' is carried on which the parties consider meets requirements of section 38-400 of the GST Act or of a "going concern" then add the words '**farming business**' or '**going concern**' in this box.

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

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SETTLEMENT (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

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

SUBJECT TO LEASE

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

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LOAN (general condition 14)

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

Lender:

Loan Amount: \$..... Approval date:/...../20.....

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

Note: It is recommended that when adding special conditions:

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

See attached.

GENERAL CONDITIONS

Part 2 being Form 2 prescribed by the Estate Agents
(Contracts) Regulations 2008

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate formerly prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

- 2.6 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 domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 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.

7.2 For the purposes of enabling the purchaser to search the 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

- (a) only use the vendor's date of birth for the purpose specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives –

- (a) a release from the secured party releasing the security interest in respect of the property; 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.

7.5 Subject to general condition 7.6, 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 predominately 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 purpose of section 47(1) of the *Personal Property Securities Act* (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.

7.6 The vendor is obliged to ensure that the purchase receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

- (a) the personal property is of a kind that may be described by a 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(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.

7.11 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.

7.12 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 7.11.

7.13 If settlement is delayed under general condition 7.12, 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8 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.

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. Stakeholding

12.1 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 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.

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

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

13. GST

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a 'going concern'; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end this 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 the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement;
 - (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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing an action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyance for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyance:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) The deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of 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 insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.
- 24. Loss or damage before settlement**
- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

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

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default Notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

SPECIAL CONDITIONS

1. INTERPRETATION AND DEFINITIONS

1.1. General Conditions

- (a) General Conditions 5, 6, 10.3, 13, 15, 17, 20, 24.4, 24.5, 24.6, 25, 26 and 28.3(b) do not apply to this Contract of Sale.
- (b) General Condition 12.4 is added:

‘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.’

1.2 Definitions

In this Contract of Sale except where inconsistent with the context or subject matter:

“**Authority**” means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.

“**Business Day**” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“**Claim**” means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

“**Consideration**” has the meaning given by Section 195-1 of the GST Act.

“**Cost**” means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.

“**FIRB Approval**” means the approval of the Treasurer pursuant to the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

“**General Conditions**” means the conditions set out in Form 2 in the Schedule to the *Estate Agents (Contracts) Regulations 2008* (Vic) as amended in this Contract of Sale.

“**GST**” has the meaning given by Section 195-1 of the GST Act.

“**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**GST Amount**” means the amount of GST payable in respect of a Taxable Supply under, or in connection with, this Contract of Sale.

“**GST Rate**” means the GST rate from time to time provided for in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), which rate is 10% as at the Day of Sale.

“**Guarantee**” means a guarantee and indemnity in the form set out in Schedule 1.

“**Input Taxed**” has the meaning given by Section 195-1 of the GST Act.

“**Land Registry**” means the Land Registry Services division of the Department of Environment, Land, Water and Planning of the Victorian State Government.

“**Law**” means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise, and includes any law relating to or affecting the Property or its occupation, use or development.

“Loss” means any loss, damage (including death or injury) or Cost of any kind.

“Outgoings” means all outgoings relating to the Property including rates, taxes, assessments, owners corporation levies and land tax.

“New Residential Premises” has the meaning given by Section 195-1 of the GST Act.

“Particulars of Sale” means the Particulars of Sale to which these Special Conditions are attached.

“Payment” means any Consideration (except the GST Amount) payable or to be provided by a party to any other party under or in connection with this Contract of Sale including but not limited to, the Price.

“Potential Residential Land” has the meaning given by Section 195-1 of the GST Act.

“Residential Premises” has the meaning given by Section 195-1 of the GST Act.

“Settlement” means the date upon which title is accepted and the Price is paid.

“Supply” has the meaning given by Section 195-1 of the GST Act.

“Taxable Supply” has the meaning given by Section 195-1 of the GST Act.

“Tax Invoice” has the meaning given by Section 195-1 of the GST Act.

“Transfer” means a registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.

“Treasurer” means the Treasurer of the Commonwealth of Australia.

“Vendor’s Statement” means a statement in accordance with section 32 of the *Sale of Land Act 1962* (Vic) which is attached to, and forms part of, this Contract.

1.3 Interpretation

In this Contract of Sale, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or attachment is a reference to a party, clause, paragraph, schedule or attachment to, or of this Contract of Sale;
- (e) a reference to this Contract includes any General Conditions, Special Conditions, Schedules or Attachments;
- (f) heading are for convenience and do not affect interpretation;
- (g) if there is more than one person named as Purchaser then the provisions of this Contract of Sale bind those persons jointly and severally;
- (h) a reference to “\$”, “\$A” or “dollar” is a reference to Australian currency;
- (i) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is appropriate;
- (j) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking action by novation) and permitted assigns;
- (k) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;

- (l) a reference to any legislation or to any provision of any legislation includes:
 - i. any modification, re-enactment or replacement of the legislation; and
 - ii. all legislation, statutory instruments and regulations issued under the legislation or provision;
- (m) no rule of construction applies to the disadvantage of a party because that party was responsible for preparation of the Contract of Sale or any part of it; and
- (n) the words “including”, “for example”, “such as” or other similar expression (in any form) are not words of limitation; and
- (o) terms described in the Particulars of Sale have the same meaning when used in this Contract.

2. GUARANTEE

2.1 Corporate Purchaser to provide Guarantee

Where the Purchaser is a corporation (except a corporation included in the official list of the Australian Stock Exchange) the Purchaser must, on the Day of Sale, deliver to the Vendor a Guarantee executed by all the directors and principal shareholders of the Purchaser.

2.2 Guarantee on nomination

Where the Purchaser nominates a corporation (except a corporation included in the official list of the Australian Stock Exchange) in accordance with General Condition 18 and Special Condition 11 the Purchaser must at the same time as exercising its right to nominate deliver to the Vendor a Guarantee executed by all the directors and principal shareholders of the nominated corporation.

2.3 Failure to provide Guarantee

If the Purchaser fails to provide a Guarantee in accordance with Special Condition 2.1 or 2.2 the Vendor may end this Contract by giving written notice to the Purchaser at any time before the Guarantee is provided to the Vendor. General Condition 27.1 (Default notice), General Condition 28 (Default not remedied) and Special Condition 7.6 (Consequences of default) do not apply to the Vendor's right to end this Contract of Sale under this Special Condition.

3. IDENTITY OF PROPERTY

The Purchaser admits that:

- (a) the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the Particulars of Sale;
- (b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
- (c) improvements located on adjoining properties do not encroach on to the Land; and
- (d) any improvements on the Land comply with all Laws.

The Purchaser must not:

- (e) make any requisition, objection or Claim;
- (f) ask the Vendor to amend title, take any action or incur any Cost; or
- (g) delay Settlement, or rescind or terminate this Contract of Sale,

because of any matter or any failure of the Property to comply in any respect with any matter referred to in Special Condition 3.

4. RESTRICTIONS

4.1 Laws affecting the Property and its use

- (a) The Property is sold subject to all Laws affecting the Property, its use and development.
- (b) No Law constitutes a defect in the Vendor's title or affects the validity of this Contract.

4.2 No requisitions

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract of Sale,

because of any matter or any failure of the Property to comply in any respect with any matter referred to in Special Condition 4.1.

4.3 Purchaser's risk

The Purchaser:

- (a) is responsible for remedying, at its own Cost, any failure of the Property to comply on the Day of Sale with any Laws affecting the Property; and
- (b) indemnifies the Vendor in respect of all Claims and Loss which the Vendor may incur or may become liable for as a result of the Purchaser's failure to remedy any such failure.

5. ENCUMBRANCES

5.1 Encumbrances affecting the Property

Despite General Condition 1.1(a), the Property is also sold subject to the encumbrances detailed in the Particulars of Sale.

5.2 No requisitions

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract of Sale,

because of any encumbrance that the Property is sold subject to.

6. ACKNOWLEDGEMENTS BY PURCHASER

The Purchaser acknowledges having received from the Vendor's Estate Agent prior to the execution of this Contract of Sale or any preliminary contract note or payment of any deposit or other moneys:

- (a) a statement conforming with the requirements of section 51 of the *Estate Agents Act 1980* (Vic);
- (b) a copy of this contract pursuant to the requirements of section 53 of the *Estate Agents Act 1980* (Vic); and
- (c) a statement as required pursuant to section 32(1) of the *Sale of Land Act 1962* (Vic).

7. DEFAULT AND RESCISSION

7.1 Default interest

- (a) If the Purchaser fails to pay an amount payable under this Contract of Sale on the due date for payment, the Purchaser must pay on demand interest on the amount unpaid at the rate that is 4% higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- (b) Interest payable under Special Condition 7.1(a):
 - i. accrues daily from, and including, the due date for payment up to, but excluding, the actual date of payment; and
 - ii. is compounded monthly.

7.2 Default costs

If the Purchaser breaches this Contract of Sale, the Purchaser must in addition to any of the Purchaser's other liabilities under this Contract, and without the right to claim any offset, pay or reimburse the Vendor on demand all Costs which the Vendor may incur or may become liable for as a result of the breach. This includes but is not limited to:

- (a) interest, penalties, fees, charges and discount fees payable by the Vendor to a mortgagee or chargee of the Property;
- (b) the Cost of any bridging finance or other credit accommodation to complete the Vendor's purchase of another property and interest, penalties, fees, charges and other expenses charged on that bridging finance or other credit accommodation;
- (c) penalties and other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property;
- (d) the Vendor's proper legal Costs of \$440.00 (inclusive of GST) and disbursements for each and every default;
- (e) the Vendor's proper legal Costs of preparation and service of each and every notice of default under General Condition 27 in the sum of \$550.00 (inclusive of GST);
- (f) any Costs associated with rescheduling Settlement; and
- (g) the Vendor's Costs of accommodation and removalists including storage of goods.

7.3 Default notice

The obligation under General Condition 27 for a party to serve a default notice before exercising any rights arising from the other party's default does not apply in relation to the Vendor's right to end this Contract of Sale.

7.4 Consequences of default

If a default notice issued in accordance with General Condition 27 does not state that unless the default is remedied and the reasonable Costs incurred as a result of the default and any interest payable are paid, this Contract of Sale will be ended in accordance with that General Condition then, if the default notice is not fully complied with, the party not in default under this Contract of Sale may:

- (a) end this Contract of Sale, in which case General Condition 28.3 or General Condition 28.4 as applicable will apply; or

- (b) leave this Contract of Sale on foot and sue the party in default under this Contract of Sale for damages, specific performance or both.

7.5 Notification of stakeholder

The party ending this Contract of Sale must notify the stakeholder holding the Deposit and instruct the stakeholder to pay the Deposit to the party ending this Contract of Sale in accordance with the terms of this Contract of Sale. The Vendor and the Purchaser appoint each other as their lawful attorney for this purpose and absolve the stakeholder from any liability when complying with such notice.

8. CONDITION OF PROPERTY

- 8.1 The Property and any chattels are sold in their present condition and subject to any defects and fair wear and tear.
- 8.2 No failure of any buildings or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit constitutes a defect in title or affects the validity of this Contract of Sale.

9. STAMP DUTY

- 9.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure that this Contract of Sale correctly records at the Day of Sale the proportions in which the Purchasers are buying the Property ("**Proportions**").
- 9.2 If the Proportions recorded in the Transfer of Land differ from those recorded in the Contract of Sale, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the difference.

10. RIGHTS OF ENTRY

The rights of entry under General Condition 21 (Notices) and General Condition 22 (Inspection) must be exercised at reasonable times and with the prior approval of the Vendor.

11. NOMINATION

To validly nominate a substitute or additional purchaser under General Condition 18, the Purchaser must:

- (a) make its nomination in writing to the Vendor not less than 14 days before the Settlement Date;
- (b) ensure the nomination includes an acknowledgement by the nominee that the Vendor's legal Costs of re-preparing documentation arising from the nomination are paid at Settlement;
- (c) deliver to the Vendor, with its nomination notice, a Guarantee in accordance with Special Condition 2 (if applicable); and
- (d) not be in default under this Contract of Sale when the nomination is made.
- (e) The Purchaser acknowledges (and must procure the acknowledgement of the nominee) that the Vendor will incur additional legal Costs arising from the Purchaser's nomination as the Vendor's Lawyer will be required to re-prepare records, re-prepare the State Revenue Office's stamp duty declaration and re-prepare the notices of disposition. The

Purchaser (or its nominee) agrees to pay the Vendor's legal costs of \$220.00 in relation to the nomination, payable at Settlement.

12. TRANSFER AND SETTLEMENT

12.1 Delivery of Transfer and statement of adjustments

- (a) This Special Condition 12.1 applies only to the transaction that must be completed on a paper based Transfer.
- (b) At least 10 Business Days before the Settlement Date:
 - i. the Transfer must be prepared by the Purchaser's Lawyer, signed by the Purchaser and delivered to the Vendor (delivery of the Transfer is not acceptance of title);
 - ii. the Purchaser's Lawyer must make apportionments required by this Contract and must deliver a statement of adjustments to the Vendor's Lawyer together with copies of any certificates or statements obtained by the Purchaser's Lawyer from any Authority in preparation of the statement of adjustments.
- (c) If any information required to prepare the statement of adjustments referred to in Special Condition is solely in possession of the Vendor, the Vendor must provide this information to the Purchaser within a reasonable time of any request by the Purchaser.
- (d) If the Purchaser, or its Lawyer does not comply with either Special Condition 12.1(b)(i) or 12.1(b)(ii) then:
 - i. the Vendor may settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days from the date on which it receives the latter of the Transfer or the statement of adjustments (as applicable); and
 - ii. the Purchaser is deemed to have defaulted in payment of the balance of the Price and must pay interest on the Price under Special Condition 7 from the Settlement Date until the expiry of the period of 10 Business Days from delivery of the latter of the Transfer or the statement of adjustments (as applicable); and
 - iii. the Purchaser must pay the Vendor's Lawyer a late delivery fee of \$55.00 at Settlement.

12.2 Security interests

- (a) If a security interest is registered on the Personal Property Security Register in respect of the Property after the date on which the Purchaser delivers an advice under General Condition 7.11, the Vendor may, if it is unable to obtain the documentation required by General Conditions 7.4 and 7.6 by the Settlement Date, delay Settlement until the day which is 2 Business Days after the date on which the Vendor notifies the Purchaser that it is able to comply with General Conditions 7.4 and 7.6 in respect of that Security Interest. No interest will be payable by the Purchaser under this Contract of Sale in respect of any delay to Settlement pursuant to this Special Condition 12.2.
- (b) Words and phrases used in Special Condition 12.2(a) have the same meaning as defined in the *Personal Properties Securities Act 2009* (Cth).

12.3 Settlement

- (a) This Special Condition 12.3 applies only to the transaction that must be settled on a paper based Transfer.
- (b) **(Time for Settlement)**
 - i. Settlement must take place between the hours of 10.00am and 3.00pm unless the parties agree otherwise.
 - ii. Settlement after 3.00pm on any day is deemed to take place on the next Business Day.
 - iii. Subject to Special Condition 12.3(b)(i), the parties must use all reasonable endeavours to agree to a mutually convenient time for Settlement to occur. If they cannot agree, the Vendor may nominate a time for Settlement by written notice to the Purchaser.
- (c) **(Place for Settlement)** Settlement will take place at the offices of the Vendor's Lawyer or at another place as directed by the Vendor.
- (d) **(Documents for Settlement)** Upon payment of the Price and all other monies due under this Contract of Sale, the Vendor must deliver to the Purchaser:
 - i. the Transfer; and
 - ii. the certificate of title for the Land or, if other Land or interests are comprised within the certificate of title or if the Land is sold subject to a mortgage, the Vendor must procure that the certificate of title be made available at Land Registry for registration.
- (e) If the Purchaser is not in default under this Contract and the Purchaser requests for a change to the Settlement Date (or any other change to the Contract or settlement document), the Purchaser shall pay to the Vendor's Lawyer the sum of \$165.00 (inclusive of GST) for each request at Settlement.

13. ADJUSTMENTS

13.1 Liability for Outgoings

- (a) The Vendor must pay all Outgoings required to be paid by the Vendor in relation to the Property up to, and including, the Settlement Date. The Purchaser must pay all Outgoings required to be paid after the Settlement Date.
- (b) Outgoings must be apportioned and adjusted at Settlement in accordance with the provisions of this Special Condition.

13.2 Apportionment of Outgoings

- (a) **(Period of apportionment)** An apportionment must be made in respect of the period to which it relates, for example, an annual fee must be adjusted on an annual basis and a monthly fee must be adjusted on a monthly basis.
- (b) **(Apportionment on a "paid" basis)** An Outgoing must be apportioned between the Vendor and Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid.

- (c) **(Disregard personal statutory benefit)** Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.
- (d) **(Land Tax)** Any apportionment of Land Tax must be computed on the basis that the Property is the only land of which the Vendor is owner within the meaning of the *Land Tax Act 2005* (Vic).

13.3 Outgoings where Property not separately assessed

If any Outgoing is not separately assessed but is included in an assessment of a larger property owned by the Vendor, the amount of the Outgoing referable to the Property will be deemed to be the amount that bears the same proportion to the total Outgoings assessed on the larger Property that the area of the Property bears to the area of the larger Property. This will be so even if, as a result, the amount of the Outgoing is, or might be, different from the amount of the Outgoing which would be assessed on the basis that the Property is the only property of which the Vendor is the owner for the purposes of the assessment of the Outgoing.

13.4 Outgoings which have not yet been assessed

If at Settlement the amount of any Outgoing has not been assessed by the relevant Authority:

- (a) the Vendor will, subject to any adjustment payable by the Purchaser and to any rights of appeal which the Vendor may have to the relevant Authority, attend to the payment of the Outgoing when the notice of assessment has been received by the Vendor within the time provided in the assessment notice;
- (b) the Vendor may, at its option, require the Purchasers to adjust at Settlement an amount which the Vendor, acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period. As soon as possible after the assessment of the Outgoing the parties must make any necessary re-adjustment between themselves; and
- (c) the Purchaser is not entitled to deduct from, or delay the payment of, any part of the Price on the basis that an Outgoing has not been assessed at Settlement.

13.5 Outgoing assessed but not due for payment at Settlement

- (a) The Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that such Outgoing has not been paid; and
- (b) The Vendor will, subject to any adjustment payable by the Purchaser, attend to the payment of the Outgoing within the time provided in the assessment notice.

14. OWNERS CORPORATIONS

14.1 Definitions

In this Special Condition, the following terms have the following meaning:

- (a) **"Plan"** means Plan of Subdivision 443211Q, a copy of which is included in the Vendor's Statement.
- (b) **"OC Regulations"** means the *Owners Corporations Regulations 2007* (Vic).
- (c) **"Subdivision Act"** means the *Subdivision Act 1988* (Vic).
- (d) **"OC Act"** means the *Owners Corporation Act 2006* (Vic).

- (e) “**Owners Corporation**” means an owners corporation established under the OC Act and created by registration of the Plan (and includes any body corporate which is deemed to be an Owners Corporation pursuant to clause 3 of Schedule 2 to the OC Act).

14.2 Subdivision Act and OC Act

The Purchaser admits that the Property is sold subject to the provisions of the Subdivision Act, the OC Act and in particular:

- (a) the lot entitlement and lot liability and all other information set out in the Plan;
- (b) the provisions of the OC Regulations;
- (c) the easements (expressed and implied) affecting the Land by virtue of the Subdivision Act or the *Transfer of Land Act 1958* (Vic); and
- (d) the rules of the Owners Corporation.

14.3 Fees, levies and outgoings

- (a) Fees set pursuant to Section 23 of the OC Act for recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation will be adjusted between the Vendor and Purchaser in accordance with Special Condition 13.
- (b) Any unpaid special fees and charges levied on the Vendor pursuant to Section 24 of the OC Act before the Day of Sale (and which have been disclosed to the Purchaser in this Contract or Vendor’s Statement) must be borne by the Purchaser and will not be adjusted in accordance with Special Condition 13.
- (c) Any special fees and charges levied on the Vendor pursuant to Section 24 of the OC Act on or after the Day of Sale must be borne by the Purchaser and will not be adjusted in accordance with Special Condition 13.

14.4 No requisitions

The Purchaser must not:

- (a) make any requisition, objection or Claim; or
 - (b) delay Settlement, or rescind or terminate this Contract of Sale,
- because of anything relating to or arising from this Special Condition 14.

15. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

15.1 Purchaser’s warranty

The Purchaser warrants that FIRB Approval is not required for the purchase of the Property by the Purchaser or that if it is required the Purchaser has obtained that approval, or will obtain that approval prior to Settlement.

15.2 Purchaser’s indemnity

- (a) The Purchaser acknowledges that the Vendor is relying on the Purchaser’s warranty contained in Special Condition 15.1.
- (b) The Purchaser indemnifies the Vendor from and against all Claims and Loss (including any consequential loss) which the Vendor may incur or become liable for as a consequence of the Vendor having relied upon the Purchaser’s warranty when entering into this Contract.

15.3 Deposit forfeited

If this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of warranty contained in Special Condition 15.1 the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

16. GST

16.1 Payments exclusive of GST

The Vendor and the Purchaser acknowledge that each Payment specified in this Contract is exclusive of GST.

16.2 Residential Premises

- (a) The Vendor and the Purchaser agree that as at the Day of Sale the Property is Residential Premises to be used predominantly for residential accommodation.
- (b) The Purchaser warrants that following Settlement it will use the Property predominantly for residential accommodation.
- (c) The Vendor and the Purchaser agree that the Supply of the Property by the Vendor to the Purchaser under this Contract of Sale is Input Taxed.

16.3 If GST applies

The subsequent provisions of this Special Condition apply if:

- (a) the Australian Taxation Office determines that the Supply of the Property by the Vendor to the Purchaser under this Contract of Sale is not an Input Taxed Supply of Residential Premises; or
- (b) a party makes a Supply to another party under, or in connection with, this Contract of Sale which is not part of the Supply referred to in Special Condition 16.2 and which is a Taxable Supply.

16.4 Recovery of GST

If any Payment, or part of any Payment, is made to a party for or in connection with a Taxable Supply, that party is also entitled to recover from the party making the Payment, or any part of the Payment, the GST Amount calculated by multiplying the Payment, or the relevant part of the Payment, by the GST Rate.

16.5 Payment of GST Amount

The GST Amount is due:

- (a) if Special Condition 16.3 applies and the determination is made before Settlement, at the same time as the Payment for the relevant Taxable Supply is required to be made under this Contract provided that a Tax Invoice has been issued in respect of the relevant Taxable Supply;
- (b) if Special Condition 16.3 applies and the determination is made after Settlement, within 7 days of the issue of a Tax Invoice in respect of the relevant Taxable Supply; or
- (c) if Special Condition 16.3 applies, at the same time as Payment for the relevant Taxable Supply is required to be made under this Contract provided that a Tax Invoice has been issued in respect of the relevant Taxable Supply.

16.6 Liability for penalties

Any penalties or interest imposed by the Australian Taxation Office as a result of it determining that the Supplies made by the Vendor to the Purchaser under, or in connection with, this Contract do not constitute an Input Taxed Supply of Residential Premises will be met by the Purchaser.

16.7 Purchaser indemnity

The Purchaser indemnifies the Vendor against all penalties and interest imposed by the Australian Taxation Office.

16.8 No merger

A party's right to recover the GST Amount from the other party does not merge on Settlement.

17. NOTICES

17.1 Method

Any demand or notice given by any party under, or in connection with, this Contract of Sale may be given or received by the lawyers for that party and must be:

- (a) in writing; and
- (b) hand delivered, sent by prepaid post or transmitted by email or facsimile to the recipient's address as detailed in the Particulars of Sale (or as varied by notice). Any notice to the Purchaser may, alternatively, be given to the Purchaser at its registered office, if applicable.

17.2 Receipt

A notice given in accordance with this Special Condition is taken as having been served:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post:
 - i. within Australia, on the 2nd Business Day after the date of posting; or
 - ii. to or from a place outside Australia, on the 7th Business Day after the date of posting; or
 - iii. if transmitted by email, on transmission; or
 - iv. if transmitted by facsimile at the time recorded on the transmission report indicating successful transmission of the entire notice,but if the delivery or transmission is not on a Business Day or is after 5.00pm (recipient's time) on a Business Day, the notice is taken to be received at 9.00am (recipient's time) on the next Business Day.

17.3 Requirement for written notice

For the avoidance of doubt, the requirement in Special Condition 17.1(a) applies to all notices unless expressly excluded and no implication to the contrary is to be drawn from the use of the expressions "written" or "in writing" in relation to some but not all notices.

18. WHOLE CONTRACT

18.1 Entire agreement

This Contract of Sale constitutes the entire agreement between the parties in relation to the Property or its purchase.

18.2 Conditions not in Contract of Sale

Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by, or on behalf of, the Vendor which is not set out expressly in this Contract of Sale, is expressly negated and withdrawn.

19. WAIVER

19.1 Failure to exercise power or right

The failure, delay or omission by the Vendor to exercise any power or right under this Contract of Sale does not operate as a waiver of that power or right.

19.2 Single or partial exercise

The single or partial exercise by the Vendor of any power or right under this Contract does not preclude any other or future exercise of that, or any other power or right, under this Contract of Sale.

19.3 No waiver of the Purchaser's obligations

The Purchaser's obligations under this Contract of Sale are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the Vendor to the Purchaser, or by any acceptance by the Vendor or payments tendered by the Purchaser otherwise than in accordance with this Contract of Sale.

19.4 Waiver to be in writing

Waiver of any power or right under this Contract of Sale:

- (a) must be in writing signed by the party entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

20. SCOPE OF INDEMNITIES

20.1 Each indemnity in this Contract of Sale is separate and independent from the Purchaser's other obligations in this Contract of Sale and continues after Settlement or after this Contract of Sale ends.

20.2 The Vendor may recover under an indemnity before incurring expense.

21. MERGER

The conditions on this Contract of Sale do not merge on Settlement. Each condition will continue in force for as long as necessary to give effect to it.

22. GENERAL

22.1 Severability

If any provision of this Contract is illegal or unenforceable, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract of Sale.

22.2 Further assurance

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Contract of Sale and the transactions contemplated by it (including, but not limited to, the execution of documents).

22.3 Deposit

If this Contract is ended by the Purchaser due to any General Condition or Special Condition under this Contract which benefits the Purchaser, including if the Contract is subject to finance or pest and/or building inspection, which entitles the Purchaser to a refund of the Deposit, the Vendor may retain, to compensate them for their additional administrative and conveyancing costs, the amount of \$330.00 (inclusive of GST) from the Deposit held.

23. CHRISTMAS AND NEW YEARS HOLIDAY PERIOD

- 23.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year.
- 23.2 Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 23.1.
- 23.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 23.

24. FOREIGN RESIDENTIAL 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 special condition unless the context requires otherwise.
- 24.2 Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special 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 This Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("**the amount**") because one or more of the Vendors is a foreign resident, the property is 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 Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- 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 in this special 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 special 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 special 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 obligations in special condition 24.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 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 special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 This Special Condition 25 applies if the Purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this Special Condition 25 is to be taken as relieving the Vendor from compliance with section 14-255.
- 25.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation*

Administration Act 1953 (Cth). The Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.

25.4 The Purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; and
- (b) ensure that the representative does so.

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

- (a) ensure payment of, the amount to the Commissioner in the manner required by the pay, or Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special 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.

25.6 The representative is taken to have complied with the requirements of Special Condition 25.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the Vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in Special Condition 25.6.

However, if the purchaser gives the bank cheque in accordance with this Special Condition 25.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and include particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of 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.

25.10 The Vendor warrants that:

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

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

- (a) the penalties or interest arise from the Vendor's failure, including breach of a warranty in Special Condition 25.10; or
- (b) the Purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

25.12 This Special Condition will not merge on Settlement.

26. ELECTRONIC CONVEYANCING

26.1 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* unless an exception applies as advised by the Land Registry from time to time.

26.2 A party must immediately give written notice if that party reasonably believes that Settlement and lodgement can no longer be conducted electronically. This special condition ceases to apply from when such a notice is given.

26.3 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*.
- 26.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 26.5 The Vendor must nominate a time of the day up to 5 pm on the Settlement Date for locking of the workspace at least 7 days before the due date for settlement.
- 26.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 26.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 26.6 has not occurred by 5pm.
- 26.8 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.
- 26.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the Vendor's Estate Agent named in the Particulars of Sale, or to the Vendor's Legal Practitioner or Conveyancer if there is no Vendor's Estate Agent, and direct the Vendor's Estate Agent or the Vendor's Legal Practitioner or Conveyancer 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 Workspace Operator;
 - (b) deliver all other physical documents and items (other than keys and the goods sold by the Contract) to which the Purchaser is entitled to at Settlement, to the Vendor's Estate Agent, or to the Vendor's Legal Practitioner or Conveyancer if there is no Vendor's Estate Agent, for collection by the Purchaser or the Purchaser's nominee on notification of Settlement by the Vendor, the Vendor's Subscriber or the Electronic Workspace Operator.
- 26.10 The Vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with General Condition 6.

27. AUCTION CONDITIONS

If the Property is sold by public auction, the provisions of this Special Condition shall apply:

- (a) subject to the reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser;
- (b) the auctioneer may refuse any bid, but no bid may be retracted;
- (c) the auctioneer may withdraw the Property from sale at any time;
- (d) if any dispute arises concerning any bid the auctioneer must at his option either decide whose was the last bid or submit the Property again at the last undisputed bid;
- (e) the auctioneer may determine the maximum or minimum amount by which the bidding may be advanced;
- (f) the auctioneer may refer the bid to the Vendor at any time before the conclusion of the auction;
- (g) the Vendor reserves the right to:
 - i. bid personally or by an agent provided that such bid is fully disclosed as being a 'vendor's bid'; and
 - ii. withdraw the Property at any time before it is actually sold without disclosing the reserve price;
- (h) the successful bidder must immediately sign the Contract of Sale on fall of the hammer. If the successful bidder fails to do so within 15 minutes after fall of the hammer, the Vendor may, without prejudice to the Vendor's rights against the successful bidder, re-offer the Property for sale to any other person; and
if a reserve price has been set for the Property, and the Property is passed in below that reserve price, the Vendor will negotiate with the highest bidder.

SCHEDULE 1

1 The Guarantors

The Guarantee is entered into by:

Name of first Guarantor (print)

Name of second Guarantor (print)

Address of first Guarantor (print)

Address of second Guarantor (print)

(**"Guarantors"**)

2 Guarantee and indemnity

IN CONSIDERATION of the Vendor selling to the Purchaser at their request the Property for the Price and upon the terms and conditions of this Contract of Sale for themselves and their respective executors and administrators, the Guarantors, **JOINTLY AND SEVERALLY**:

- (a) guarantee to the Vendor the due and punctual payment, performance and observance by the Purchaser of all its liabilities and obligations to the Vendor under or in connection with the Contract of Sale whether monetary or non-monetary, present or future, actual or contingent (**"Guaranteed Obligations"**).
- (b) as a separate and additional obligation, indemnify the Vendor against all Claims and Loss which the Vendor may incur or may become liable for as a result of any default by the Purchaser in the payment, performance, and observance of the Guaranteed Obligations or the Contract of Sale or any part of it being or becoming illegal, void, voidable or unenforceable.

3 Nature of the Guarantee

The Guarantors acknowledge that:

- (a) their obligations under this Guarantee are continuous, absolute, unconditional and irrevocable; and
- (b) their liability under this Guarantee extends to and will not be affected by any circumstance, act, omission or thing which, but for provision might otherwise affect it at law or in equity including:
 - i. the delay or failure by the Vendor to exercise any of its rights, powers or remedies conferred on it by law or this Contract of Sale;
 - ii. the grant to the Purchaser of any time, waiver or other indulgence or concession; or
 - iii. the occurrence of any other circumstance, act, omission or thing, regardless of whether we, the Guarantors, are aware of or consent to any of these matters.

4 Payment to Vendor

The Guarantors will pay any money payable under this Guarantee on demand to, or as directed by the Vendor.

SIGNED SEALED and DELIVERED by)
FIRST GUARANTOR in the presence of:)
)

Signature of witness

Signature of First Guarantor

Name of witness (print)

Address of witness (print)

SIGNED SEALED and DELIVERED by)
SECOND GUARANTOR in the presence)
of:)

Signature of witness

Signature of Second Guarantor

Name of witness (print)

Address of witness (print)

EXECUTED BY THE GUARANTORS AS A DEED this day of 20

SCHEDULE 2

Regulations 5, 6 and 7 – General Rules for 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 bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND REGULATIONS 2005 - SCHEDULE 5 - Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners. The auctioneer can only make a vendor bid if-

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids-

- any person bidding for a vendor other than-
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or

- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "LawToday".

Lisa Ann Frayne and Kim Maree Harford

VENDOR'S STATEMENT

Unit 2, 5 Greenways Court, Parkdale VIC 3195

VENDOR'S STATEMENT TO THE PURCHASER OF LAND
UNDER SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

VENDOR Lisa Ann Frayne and Kim Maree Harford

PROPERTY Unit 2, 5 Greenways Court, Parkdale VIC 3195

1. DEFINITIONS

In this Vendor's Statement:

Certificate means a certificate (or a copy of a certificate) issued by the relevant authority.

Schedule means a schedule to this Vendor's Statement.

Settlement means the event upon which the Purchaser becomes entitled to possession or to the receipt of rent and profits of the Property.

In this Vendor's Statement, the check-boxes marked with a **tick** or an **"x"** represents the Vendor's Statements to the matters referred below. For the avoidance of doubt, any unmarked check-boxes are not included in this Vendor's Statement.

2. SECTION 32A – FINANCIAL MATTERS

2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) is:

☒ contained in the attached Certificates.

2.2 ☒ To the best of the Vendor's knowledge, no Charge/s (whether registered or not) are imposed by or under any Act to secure an amount due under the Act, including the amount owing under the charge.

☐ Details of the charges are:

2.3 This Contract is **not** a Terms Contract that requires the purchaser to make 2 or more payments (other than a deposit or final payment) to the Vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

2.4 All Mortgages (whether registered or unregistered) **will be discharged** prior to or at Settlement.

3. Section 32B – INSURANCE DETAILS

3.1 The risk in relation to the Property will remain with the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

3.2 **Owner Builder**

- ☒ The residence on the land was **not** constructed by an **owner-builder** within the preceding 6 years and section 137B of the Building Act 1993 does **not** apply to this Property.
- ☐ The residence on the land **was** constructed by an **owner-builder** the details of which are attached in the following:
- (a) Defects inspection report of no more than six months from a registered builder for all works; and
 - (b) Domestic building insurance for work over \$16,000 covering structural works for six years and non-structural works for two years.

4. **SECTION 32C – MATTERS RELATING TO LAND USE**

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

A description of any easement, covenant or other similar restriction affecting the land is in the attached Certificates. To the best of the Vendor's knowledge there is:

- ☒ no existing failure to comply with the terms of any easement, covenant or other similar restrictions
- ☐ a breach, particulars of which are:

To the best of the Vendor's knowledge, the Vendor is not aware of any unregistered easement, covenant or other similar restrictions and any existing failure to comply with same.

4.2 **Road Access**

There

- ☒ is access to the Property by road.
- ☐ is no access to the Property by road.

4.3 **Designated Bushfire Prone Area**

Refer to the attached Certificate for the required information.

4.4 **Planning Scheme**

Refer to the attached Certificate for the required information.

5. **SECTION 32D – NOTICES**

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

To the best of the Vendor's knowledge, there are **no** 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, unless otherwise disclosed in the annexed searches.

5.2 **Agricultural Chemicals**

To the best of the Vendor's knowledge, there are **no** notices, property management plans, reports or orders in respect of the land issued by a government department or

public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

5.3 Compulsory Acquisition

To the best of the Vendor's knowledge, the particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986:

☒ are not applicable to this Property.

☐ are:

6. SECTION 32E – BUILDING PERMITS

☒ There are no building permits issued under the Building Act 1993 that is applicable to this Property within the last 7 years.

☐ Refer to the following for further details:

(a) Building Permit, Occupancy Permit / Certificate of Final Inspection and Domestic Builders Warranty Insurance; OR

(b) Certificate issued from Council.

7. SECTION 32F – OWNERS CORPORATION

☐ There is no Owners Corporation in relation to this Property.

☒ There is an Owners Corporation

☐ but it is an **inactive** Owners Corporation

☒ the details of which are contained in the attached Certificate/s. Regulation 12 Statement of Advice and Information for Prospective Purchasers and Lot Owners are also contained in Schedule 2 of this Vendor's Statement for the Purchaser's benefit.

8. SECTION 32G – GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

☒ To the best of the Vendor's knowledge, the Property is **not** affected by a Growth Areas Infrastructure Contribution recording.

☐ Refer to the attached Certificate for further details.

9. SECTION 32H – SERVICES THAT ARE NOT CONNECTED

The Vendor discloses that the following services are:

Electricity supply: ☒ Connected ☐ Not connected

Gas supply: ☒ Connected ☐ Not connected

Water supply: ☒ Connected ☐ Not connected

Sewerage supply: ☒ Connected ☐ Not connected

Telephone supply: ☒ Connected ☐ Not connected

The Vendor will notify the relevant authorities to disconnect services at Settlement. The Purchaser is responsible for the costs of connection or reconnection of the services.

10. SECTION 32I – EVIDENCE OF TITLE

The following Certificates and documents are attached which evidences the Vendor's ownership and legal entitlement to deal with the property:

- ☒ Certificate of Title Volume 10606 Folio 080
☒ Plan of Subdivision 443211Q

11. LEASE

- ☐ There are no Tenants living at the Property and the Property will be sold as Vacant Possession.
☒ There are Tenants living at the Property and a copy of the Lease is attached.

12. DUE DILIGENCE CHECKLIST

Schedule 1 is attached for the Purchaser's benefit.

13. GST WITHHOLDING

The Vendor discloses to the Purchaser that this sale is:

- ☐ a taxable withholding ☒ **not** a taxable withholding
☐ in full ☐ to an extent

Where this sale is a taxable withholding, margin scheme

- ☐ will be (7% of the Purchase Price to be withheld)
☐ will not be (1/11th of the Purchase Price to be withheld)
used in making the taxable supply.

The Purchaser is

- ☒ **not required** to make a withholding.
☐ required to make a withholding payment using the below details:

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of residential withholding payment: \$

Amount purchaser must pay – price multiplied by the residential withholding rate: \$

Amount must be paid: ☐ at Settlement ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

The 15th day of June 2021

Deane Sanford

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed the Contract for the purchase of the Property.

SIGNATURE OF THE PURCHASER.....

* If signing for a Company Purchaser, please insert full name and title (e.g.: sole director, director / secretary)

SCHEDULE 1 – DUE DILIGENCE CHECKLIST

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

SCHEDULE 2 – REGULATION 12 – STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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 the 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 liability

The plan of subdivision will also show your lot entitlement and liability. Lot entitlement represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is the 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 ASPECTS OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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

VOLUME 10606 FOLIO 080

Security no : 124090356634V

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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 443211Q.
PARENT TITLE Volume 09132 Folio 127
Created by instrument PS443211Q 05/10/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KIM MAREE HARFORD
LISA ANN FRAYNE both of 2 /5 GREENWAYS COURT MENTONE VIC 3194
AM846167S 09/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT339985X 16/06/2020

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS443211Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 5 GREENWAYS COURT PARKDALE VIC 3195

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 16/06/2020

OWNERS CORPORATIONS

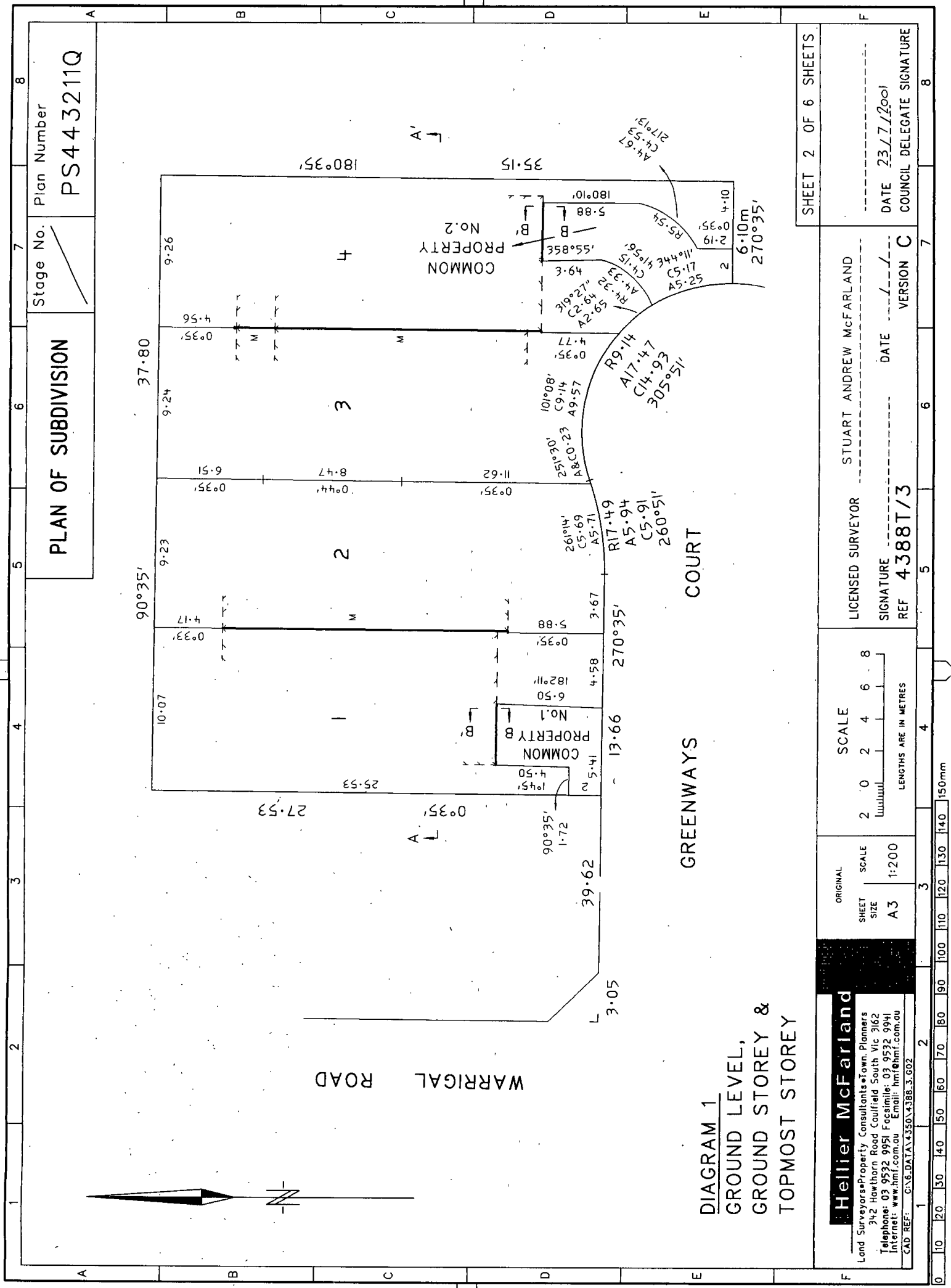
The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS443211Q

DOCUMENT END

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS443211Q

DIAGRAM 1
GROUND LEVEL,
GROUND STOREY &
TOPMOST STOREY

SHEET 2 OF 6 SHEETS

DATE 23/7/2001

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR STUART ANDREW MCFARLAND

SIGNATURE /

DATE /

VERSION C

REF 4388T/3

SCALE

2 0 2 4 6 8

LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200

SHEET SIZE A3

HELLIER MCFARLAND

Land Surveyors/Property Consultants/town Planners

342 Hawthorn Road Caulfield South Vic 3162

Telephone: 03 9532 9951 Facsimile: 03 9532 9941

Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: C:\6-DATA\4350\4388_3.G02

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



DIAGRAM 2
BASEMENT

GREENWAYS COURT

SITE BOUNDARY

BOUNDARY

BOUNDARY

SITE

BOUNDARY

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS443211Q

Hellier McFarland

Land Surveyors/Property Consultants/Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9941
Internet: www.hmf.com.au Email: hmf@hmf.com.au
CAD REF: C:\8.DAT\A350\A388-3.G03

ORIGINAL

SHEET 1 OF 1

CAL

34

SCALE

0 2 4 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR

STUART ANDREW McFARLAND

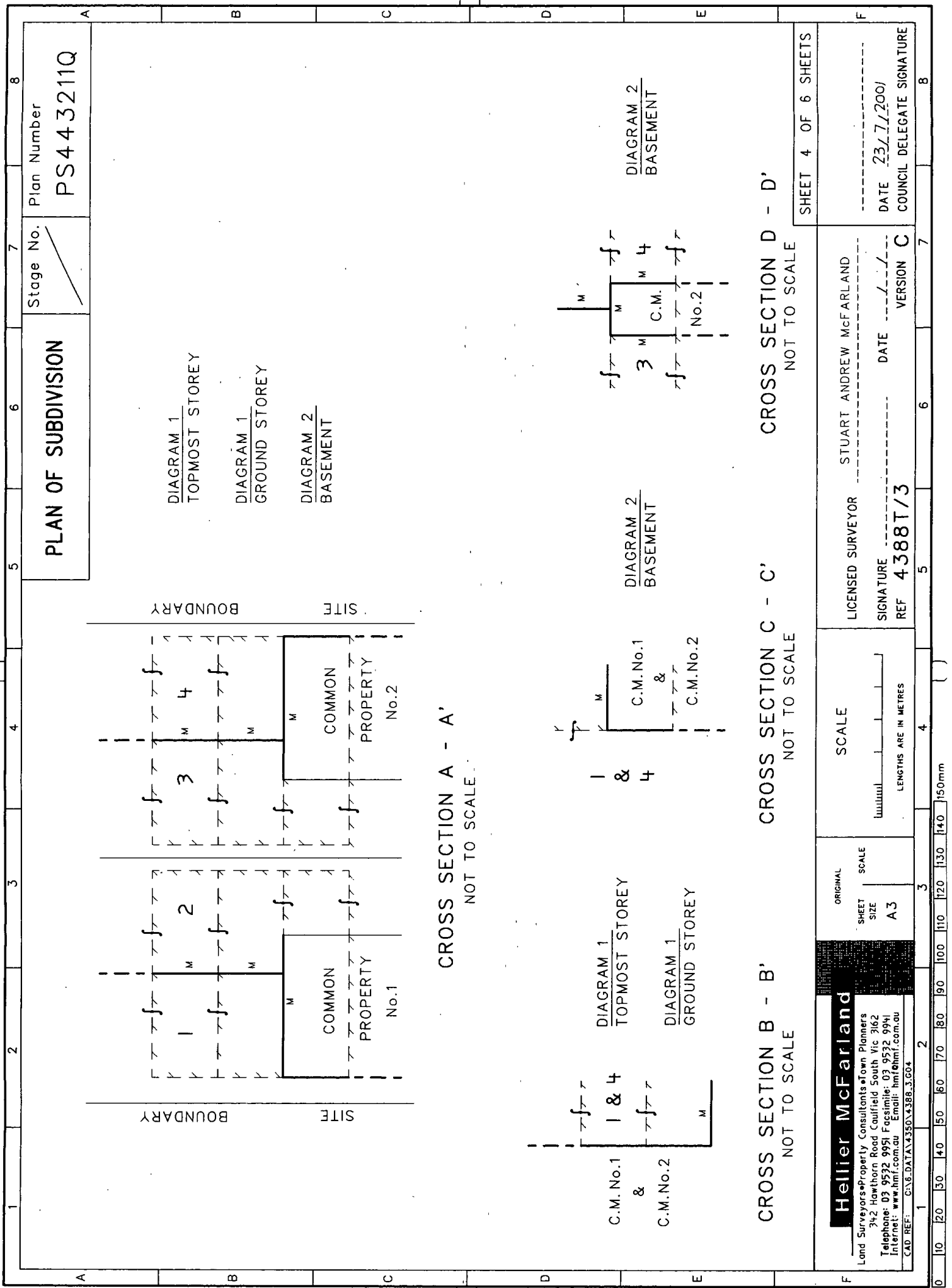
SIGNATURE

.....

1

DATE 23/7/2001

SHEET 3 OF 6 SHEETS



SHEET 4 OF 6 SHEETS

DATE 23/7/2001
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR STUART ANDREW MCFARLAND
SIGNATURE DATE 23/7/2001
REF 4388T/3 VERSION C

SCALE
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
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Land Surveyors/Property Consultants/Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9941
Internet: www.hmf.com.au Email: hmf@hmf.com.au
CAD REF: G:\B-DATA\4350\4388-3.604

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

PS443211Q

**Owners corporation information
formerly contained on Sheets**

5, 6

**of this plan is now available in the Owners
Corporation Search Report**

Sheets

6

have been removed from this plan



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS443211Q

The land in PS443211Q is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 2 222-225 BEACH ROAD MORDIALLOC VIC 3195

AS423420Q 09/08/2019

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 1 | 0 | 0 |
| Lot 1 | 248 | 248 |
| Lot 2 | 252 | 252 |
| Total | 500.00 | 500.00 |

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/06/2021 07:23:36 PM

OWNERS CORPORATION 1
PLAN NO. PS443211Q

Statement End.

Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004



Landata
Dept of Environment, Land, Water and Planning
570 Bourke St
MELBOURNE VIC 3000

| | |
|--------------------------|--|
| Date of Issue: | 11 June 2021 |
| Assessment No: | 157978 6 |
| Property Location: | 2 5 Greenways Court, PARKDALE VIC 3195 |
| Parcel Details: | Lot 2 PS443211 |
| Certificate No: | 114920 |
| Certificate Expiry Date: | 9 September 2021 |
| Applicants Reference: | 49819858-018-1:42043 |

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

| | | |
|---|-------------------------|-----------|
| Operative Date of Valuation: 01 July 2020 | Site Value: | 560,000 |
| Relevant Date of Valuation: 01 Jan 2020 | Capital Improved Value: | 1,725,000 |
| | Net Annual Value: | 86,250 |

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES 1st July 2020 to 30th June 2021

Arrears

| | |
|---------------------------------------|--------|
| Arrears - Brought Forward 01/07/2020 | \$0.00 |
| Legal Fees Brought Forward 01/07/2020 | \$0.00 |

Current Rate

| | |
|-----------------------------|------------|
| General Rates | \$3,307.86 |
| Fire Services Property Levy | \$206.15 |
| Municipal Charge | \$100.00 |
| Waste Management | \$272.00 |
| | \$ |
| | \$ |
| Legal Costs/Charges | \$0.00 |
| Interest on Arrears | \$0.00 |
| Interest on Current Rates | \$0.00 |

Payments \$-3,886.01

Property Debts \$0.00 (Fire Hazard / Property Clearance)

OUTSTANDING **\$0.00**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

| | |
|-------------------------|------------------|
| Assessment No. | 157978/6 |
| Certificate No. | 114920 |
| Certificate Expiry Date | 9 September 2021 |

ADDITIONAL INFORMATION

Please Note: All Notices of Acquisition lodged **must have the Date of Birth and correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$27.00.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 9 September 2021.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum, and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2021.
 - Four instalments: 30 September 2020, 30 November 2020, 28 February 2021, 31 May 2021.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



Biller Code: 8938

Ref: 1579786

Adam Black

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

*******IMPORTANT INFORMATION REGARDING THIS CERTIFICATE*******
No Conditions apply to this property.

Conveyancing.com.au C/- InfoTrack
(ActionStep)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 2 LOT 2 5 GREENWAYS COURT
PARKDALE 3195
2 PS 443211

| REFERENCE NO. | YOUR REFERENCE | DATE OF ISSUE | CASE NUMBER |
|------------------|----------------------------|---------------|-------------|
| 46B//08478/00007 | LANDATA CER 49819858-031-0 | 16 JUNE 2021 | 39106496 |

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

| | | |
|--|--------------------------|---------|
| Parks Victoria - Parks Service Charge | 01/07/2020 to 30/06/2021 | \$79.02 |
| Melbourne Water Corporation Total Service Charges | 01/04/2021 to 30/06/2021 | \$26.08 |

(b) By South East Water

| | | |
|---------------------------------|--------------------------|-----------------|
| Water Service Charge | 01/04/2021 to 30/06/2021 | \$25.53 |
| Sewerage Service Charge | 01/04/2021 to 30/06/2021 | \$93.02 |
| Subtotal Service Charges | | <u>\$223.65</u> |
| Payments | | \$79.02 |
| TOTAL UNPAID BALANCE | | \$144.63 |

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

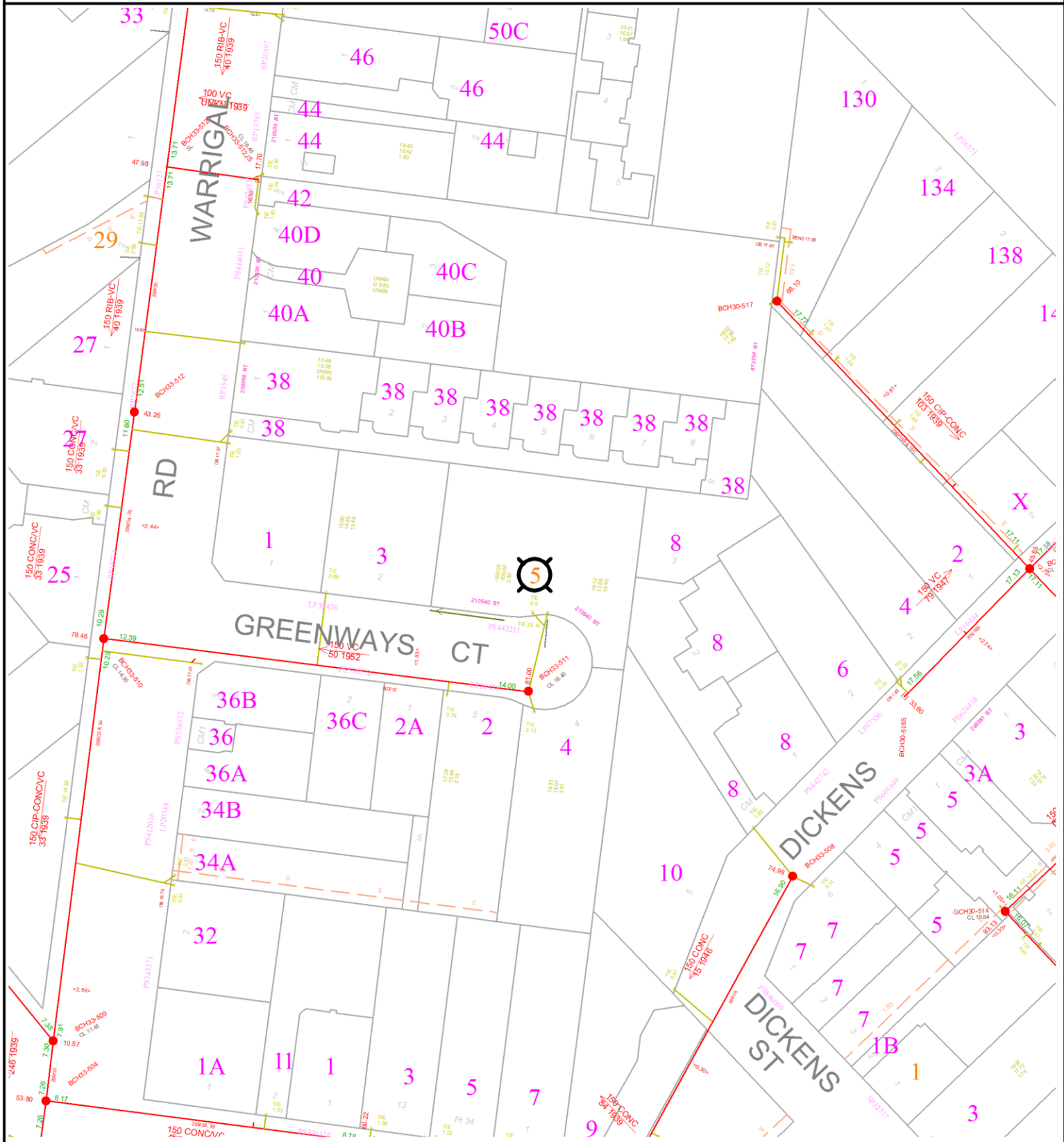
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

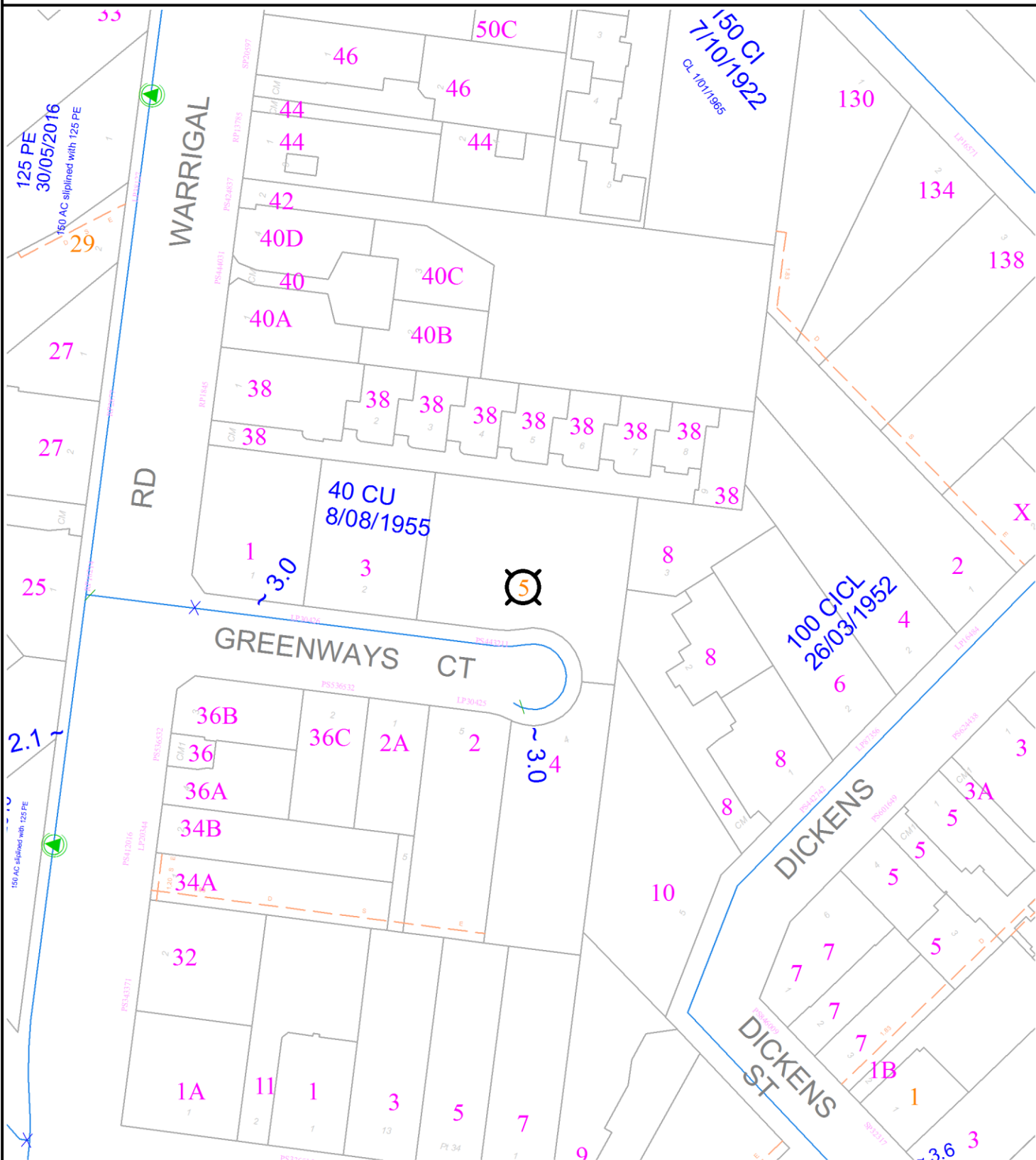
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.


| | | | | | |
|--|---------------------|--|-----------------------------------|--|----------------------|
| | Title/Road Boundary | | Subject Property | | Maintenance Hole |
| | Proposed Title/Road | | Sewer Main & Property Connections | | Inspection Shaft |
| | Easement | | Direction of Flow | | Offset from Boundary |

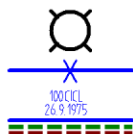
| | | | | | |
|--|------------------|--|-------------------|--|------------------------|
| | Sewer Main | | Underground Drain | | Natural Waterway |
| | Maintenance Hole | | Channel Drain | | Underground Drain M.H. |








WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

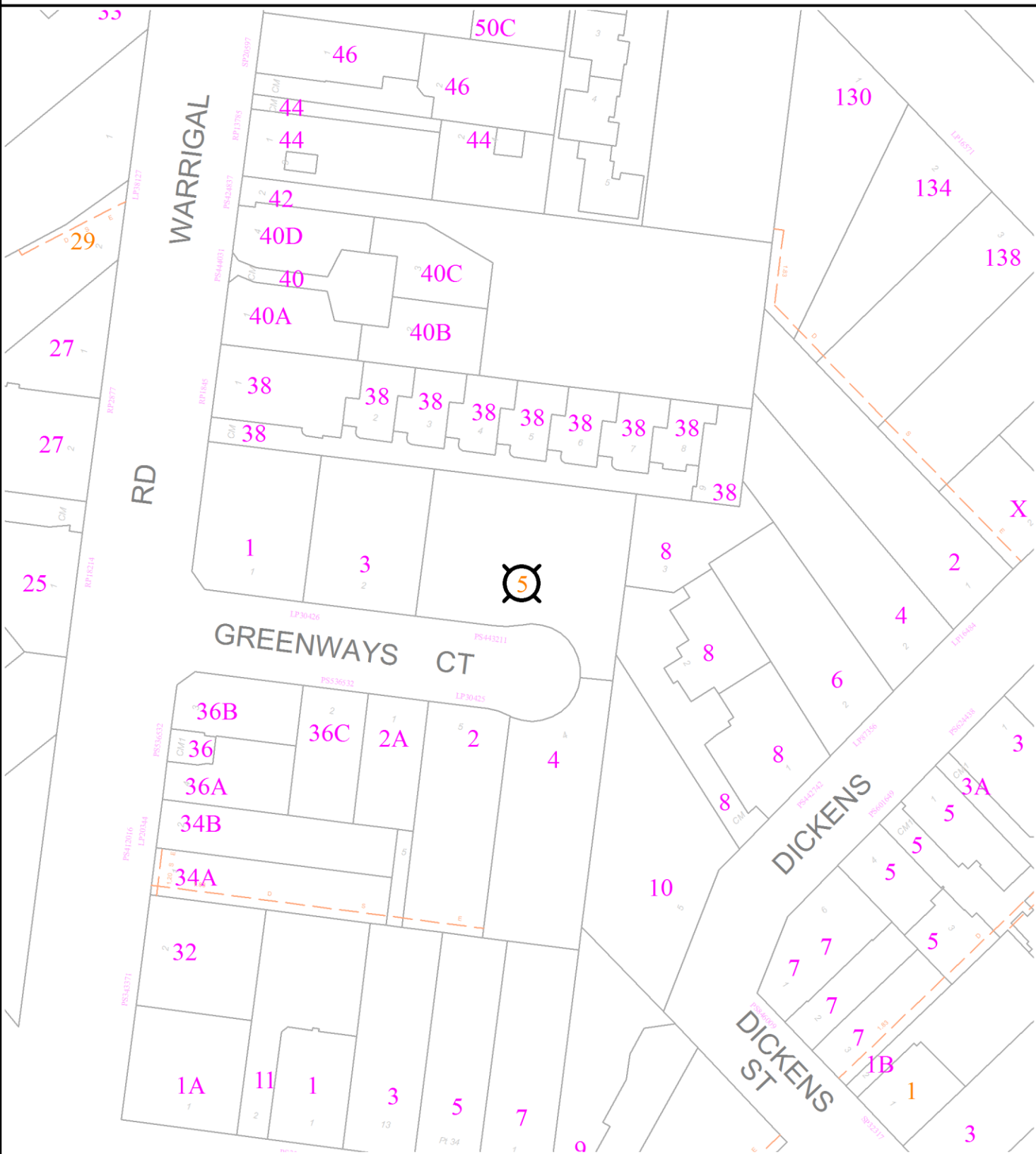
LEGEND

- Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
  Fireplug/Washout
 ~ 1.0 Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / CONVEYANCING.COM.AU

Your Reference: 49340
Certificate No: 47790004
Issue Date: 18 JUN 2021
Enquiries: MXM7

Land Address: UNIT 2, 5 GREENWAYS COURT PARKDALE VIC 3195

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 28932867 | 2 | 443211 | 10606 | 80 | \$895.00 |

Vendor: LISA FRAYNE & KIM HARFORD
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|----------------------|------|---------------|------------------|------------------|----------|
| MS KIM MAREE HARFORD | 2021 | \$560,000 | \$895.00 | \$0.00 | \$895.00 |

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

| 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

CAPITAL IMP VALUE: \$1,725,000

SITE VALUE: \$560,000

AMOUNT PAYABLE: \$895.00

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

Certificate No: 47790004

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 = \$895.00

Taxable Value = \$560,000

Calculated as \$275 plus (\$560,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47790004

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 47790004

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 16th June 2021

1. OWNERS CORPORATION DETAILS

Plan Number: PS443211Q

Address of Plan: 5 Greenways Court PARKDALE VIC 3195

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: P O. Box 5583 MORDIALLOC VIC 3195

2. CERTIFICATE DETAILS

Vendor: Lisa Frayne & Kim Harford

Postal Address for Lot 2: 35 Ashfield Street East Brisbane Queensland 4169

Person requesting Certificate: InfoTrack

Reference: (Ref: 49340)

Address: Level 5, North Tower, 459 Collins Street, Melbourne VIC 3000

E-mail: ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are **\$1,764.00 per annum** commencing on 1 September 2020. Levies for this plan are raised over **2 periods**

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 2.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th June 2021

For Plan No. PS443211Q - Lot 2

4. CURRENT LEVY POSITION FOR LOT 2

| Fund | Balance | Paid To |
|------------------|-------------|----------------|
| Administrative | 0.00 | 31 August 2021 |
| Maintenance Fund | 0.00 | |
| BALANCE | 0.00 | |

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 2.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 16 June 2021:

| Account / Fund | Amount |
|--|-------------------|
| Administrative Fund | 1,130.87 |
| Maintenance Fund | 0.00 |
| TOTAL FUNDS HELD AS AT 16 JUNE 2021 | \$1,130.87 |

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

| | |
|-------------------|------------------------------------|
| Policy No. | P-012540 |
| Expiry Date | 5-January-2022 |
| Insurance Company | Axis Underwriting Services Pty Ltd |
| Broker | |
| Premium | 6328.96 |

Cover Type

| Cover Type | Amount of Cover |
|---|-------------------|
| Building Catastrophe | \$592,500 |
| Building Catastrophe - Loss of Rent/Temp Accom | \$592,500 |
| Damage (i.e. Building) Policy | \$3,950,000 |
| Fidelity Guarantee Insurance | \$100,000 |
| Government Audit Costs | \$25,000 |
| Government Audit Costs - Appeal Expenses | \$100,000 |
| Government Audit Costs - Legal Defense Expenses | \$50,000 |
| Office Bearers Liability Insurance | \$500,000 |
| Property, Death and Injury (Public Liability) | \$30,000,000 |
| Voluntary Workers Insurance | \$200,000/\$2,000 |

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th June 2021

For Plan No. PS443211Q - Lot 2

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

| Date of Agreement | Name of Service Provider | Agreement provided to | Status | Brief Description |
|-------------------|-------------------------------|-----------------------|---------|----------------------------------|
| 29/08/2013 | Ace Body Corporate Consulting | | Current | Standard OCV Management Contract |
| 15/10/2018 | Tango Energy | | Current | Electricity |

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 16th June 2021

For Plan No. PS443211Q - Lot 2

16. PROFESSIONAL MANAGER DETAILS

| | |
|---------------------|--|
| Name of Manager: | Ace Body Corporate Consulting |
| ABN / ACN: | 50 108 688 231 |
| Address of Manager: | Ground Floor, 224 Boundary Road Braeside Victoria 3195 |
| Telephone: | 8586-1300 |
| Facsimile: | 8595-3825 |
| E-mail Address: | consulting@acebcm.com.au |

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

Please refer to the last AGM Minutes for further information.

SIGNING

The common seal of Plan No. PS443211Q, 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.



Registered Manager

Full name: Elizabeth Rock
Company: Ace Body Corporate Consulting
Address of registered office: Ground Floor, 224 Boundary Road
Braeside Victoria 3195

16/06/2021

Date



Common Seal
of Owners Corporation



ACE BODY CORPORATE CONSULTING

PROFESSIONAL PERSONAL SERVICE

Phone: (03) 8586 1300

Address: 244 Boundary Road (Ground Floor) Braeside, VIC 3195

Post: PO Box 5583, Mordialloc VIC 3195

Email: consulting@acebcm.com.au

Web: www.acebodycorp.com.au

InfoTrack
Level 5, North Tower
459 Collins Street
Melbourne VIC 3000

16th June 2021

Dear InfoTrack

Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. PS443211Q

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS443211Q dated 16th June 2021. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at consulting@acebcm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Elizabeth Rock

Company: Ace Body Corporate Consulting

Address of registered office: Ground Floor, 224 Boundary Road
Braeside Victoria 3195

16/06/2021

Date



ACE BODY CORPORATE CONSULTING
PROFESSIONAL PERSONAL SERVICE

Phone: (03) 8586 1300 Fax: (03) 8595 3825
Address: 222-225 Beach Road, Mordialloc Vic 3195
Post: PO Box 5583, Mordialloc Vic 3195
Email: consulting@acebcm.com.au

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporations Act 2006 Section 81, Owners Corporations Regulations 2018

**OWNERS CORPORATION 1 PLAN NO. PS 443211Q
5 GREENWAYS COURT, MENTONE**

The meeting was held on Tuesday, 20 October 2020 at 5:00 pm via videoconference.

- 1. CHAIRPERSON:** The members resolved to appoint Elizabeth Rock to chair the meeting, record the minutes of this meeting for distribution to all members of the Owners Corporation.
- 2. QUORUM:** Upon presentation of all proxies and noting the people present, it was declared that;

A quorum for the meeting was present and that all ordinary resolutions would be final, in accordance with Section 77 of the Owners Corporation Act.

PRESENT: Nil

PROXIES: Lot 1 Robert & Valarie Ashley – Proxy in Favour of Elizabeth Rock
Lot 2 Lisa Frayne & Kim Harford – Proxy in Favour of Elizabeth Rock

APOLOGIES: Nil

IN ATTENDANCE: Elizabeth Rock representing ACE Body Corporate Consulting
- 3. MINUTES:** The minutes of the last Annual General Meeting of the Owners Corporation held on 23 January 2020 were accepted as a true and accurate record of the proceedings at that meeting.
- 4. REPORTS:** The Manager's report was tabled and adopted.
- 5. COMMITTEE:**
 - 5.1 It was resolved that the number of positions on the committee be set at 2.
 - 5.2 It was resolved that all owners be elected onto the committee.
 - 5.3 It was resolved that the Owners Corporation delegate all the powers and functions of the Owners Corporation that can be delegated (other than a power or function that requires a Special or Unanimous Resolution) to the Committee of the Owners Corporation.

Note: Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated.
- 6. FINANCIAL REPORTS:** The members resolved to adopt the financial statements for the period ending 31 August 2020, which reported accumulated members' funds of -\$85.64.
- 7. INSURANCE:**
 - 7.1 The current insurance of the Owners Corporation was tabled and reviewed.
 - 7.2 The members reviewed the current level of insurance cover of \$2,400,000 and confirmed the level of insurance cover for each policy.
 - 7.3 The members noted that the last valuation was conducted on 5 March 2020.
 - 7.4 The members resolved not to obtain a reinstatement valuation.
 - 7.5 The members resolved that on renewal the manager has the authority to change insurance companies to the brokers written recommendation.

INSURANCE (CONTINUED): 7.6 The members resolved that the Owners Corporation will pay the insurance excess for policy claims on common property. Owners will pay the excess for a claim within their titled boundary. Owners are reminded the Owners Corporation insurance does not cover carpets within their unit nor public liability within their title boundaries.

The manager disclosed that in the last year they received commission for placing, processing and following up of insurance claims. This commission does not usually affect the insurance premium.

8. OHS & ESSENTIAL MEASURES:

8.1 The members reviewed its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 11) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management.

8.2 The members resolved to delegate the committee/manager power to ensure that the essential service items are attended to in accordance with the Building Code of Australia.

8.3 The following OHS issues were identified: Nil

Smoke Alarms

Note: Members were advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months. It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners should ensure that the rental agent is instructed to undertake the annual test while carrying out their periodic inspections.

Asbestos

Owners should note that a liability may exist in the event that a person residing, working in or visiting a building containing asbestos, that has not been properly managed, can identify that they contracted an asbestos related illness from the Owners Corporation.

There is a requirement under Sect 226 of the OHS Regulations 2017 to identify whether asbestos is present. As the Owners Corporation is in charge of the common property an asbestos audit is required. Any buildings built before 2003 is considered to contain asbestos.

It should be noted that an Asbestos report has not been completed.

8.4 It was resolved not to proceed with an asbestos audit this year.

9. SECTION 49 NOTICES:

To consider any Notice of Repair to be issued or actioned – Nil identified

10. BUDGET:

Administrative Fund Contributions:

It was resolved that the budget totalling \$3,500 for the administration fund be adopted.

Contributions:

It was resolved that fees be set based on lot liability in accordance with Section 23 of the Owners Corporations Act 2006 at \$3,500 per annum to commence on 1 September 2020; and

that the contributions be paid in advance in Half-yearly Instalment/s, the first instalment being due on 1 September 2020 and will continue at the same rate on a Half-yearly basis until changed by a resolution of the Owners Corporation at a General Meeting.

- 11. PENALTY INTEREST:** The members resolved to charge penalty interest on monies owed by a member to the Owners Corporation after the due date as set out under Section 29(1) of the Owners Corporations Act 2006.
- Please note that the rate of interest charge must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rate Act 1983.
- 12. RECOVERY OF FEES & LEVIES:** The members resolved to delegate the Manager authority to seek arrears (recovery of outstanding fees) through the engagement of a debt collection company and that when costs incurred by Owners Corporation in recovering fees and levies due under Section 32 of Owners Corporations Act 2006 Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.
- The manager disclosed that the manager has a relationship with Kemps Petersons Pty Ltd trading as Kemps Petersons Receivables and Kemps Petersons Legal Pty Ltd (Kemps) which are associated companies of the manager.
- The manager has and may engage the services of Kemps in undertaking debt collection services for your owners corporation pursuant to this resolution and the Contract of Appointment.
- 13. MANAGER:** The members noted that the Owners Corporation appointed Trylean East Pty Ltd trading as Ace Body Corporate Consulting as Manager of the Owners Corporation for 2 years from 16/11/2019-16/11/2021.
- Please note that a copy of the agreement is available from the manager.
- 14. USE OF SEAL:** The manager advised that the seal of the Owners Corporation had been affixed to the Management Authority since the last Annual General Meeting.
- 15. DISPUTE RESOLUTION:** The manager reported to the meeting that no complaints had been handled by the Owners Corporation under Part 10 of The Owners Corporations Act 2006 (S.159) in the last year.
- 16. GENERAL BUSINESS OTHER:** Nil
- 17. CLOSURE:** There being no further business, the meeting was closed at 5.30pm.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS443211Q

1 September 2020 to 31 August 2021

5 Greenways Court PARKDALE VIC 3195

| Expenditure | | Budget 09/20 - 08/21 |
|--|--|---------------------------------|
| Administrative Fees & Charges - computer/internet fees | | 52.80 |
| Administrative Fees & Charges - fixed disbursement charges | | 120.00 |
| Consultant - building | | 160.00 |
| Electricity | | 500.00 |
| Minor Building Maintenance | | 693.20 |
| Strata Manager - management fees | | 1,754.00 |
| Strata Manager - schedule B fees | | 60.00 |
| Taxes, Fees & Charges | | 160.00 |
| Total Administrative Fund Expenditure | | 3,500.00 |

| Administrative Fund Summary | | Budget 09/20 - 08/21 |
|---|-----------------|---------------------------------|
| Opening balance (Surplus) | 2,164.36 | |
| Expenditure during budget period | 3,500.00 | |
| | 1,335.64 | |
| <i>Less</i> Additional revenue during budget period | 0.00 | |
| <i>Plus</i> Planned surplus at end of budget period | 2,164.36 | |
| | | Per Ent |
| Budgeted levies to be raised \$ | 3,500.00 | 7.0000 |

Total Lot Liability 500

*May include insurance contributions

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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**.

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Conveyancing.com.au C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 352375

NO PROPOSALS. As at the 10th June 2021, 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 2, 5 GREENWAYS COURT, PARKDALE 3195
CITY OF KINGSTON

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: 10th June 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 49819858 - 49819858193700 '352375'

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 04 June 2021 07:15 PM

PROPERTY DETAILS

Address: **UNIT 2/5 GREENWAYS COURT PARKDALE 3195**
Lot and Plan Number: **Lot 2 PS443211**
Standard Parcel Identifier (SPI): **2\PS443211**
Local Government Area (Council): **KINGSTON**
Council Property Number: **485579**
Planning Scheme: **Kingston**
Directory Reference: **Melway 87 B8**

www.kingston.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/kingston

UTILITIES

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

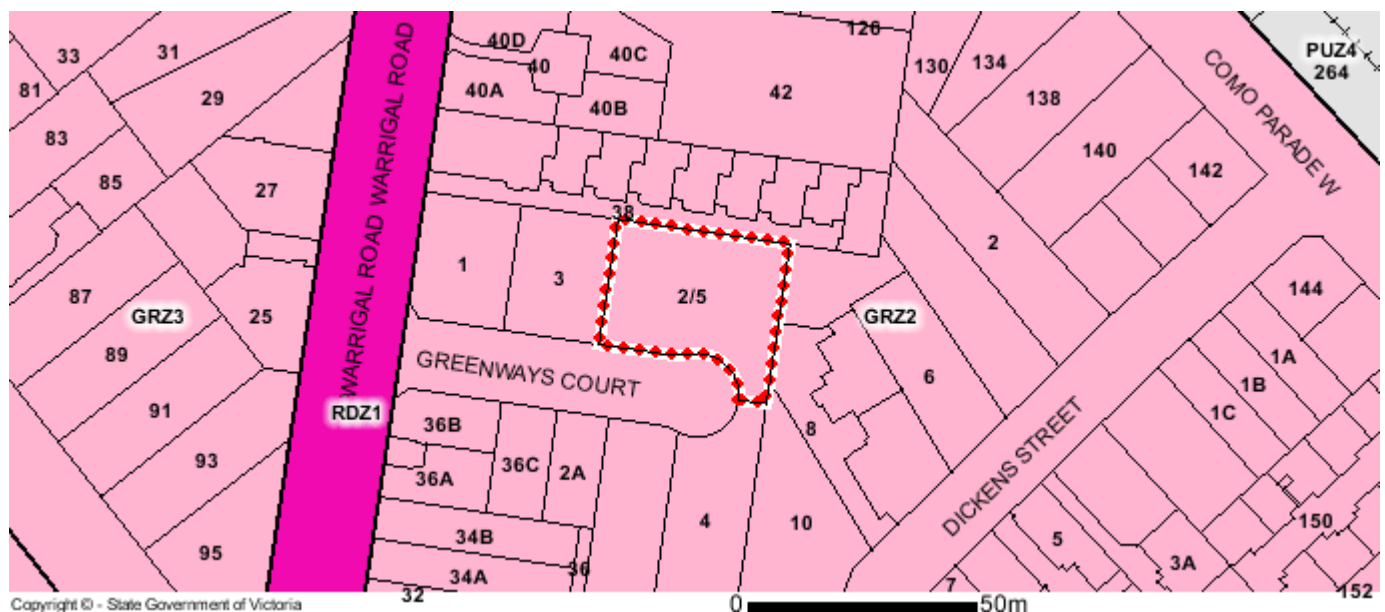
STATE ELECTORATES

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

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



GRZ - General Residential PUZ4 - Public Use - Transport RDZ1 - Road - Category 1

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

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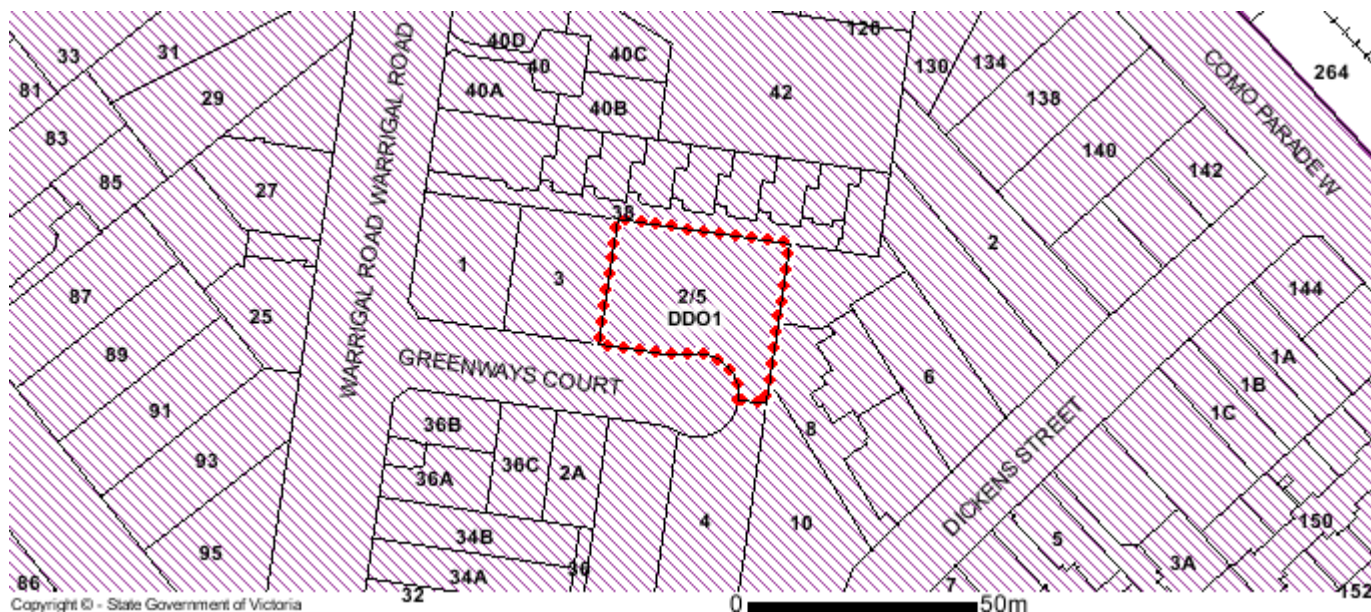
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Planning Overlay

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)



 DDO - Design and Development

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

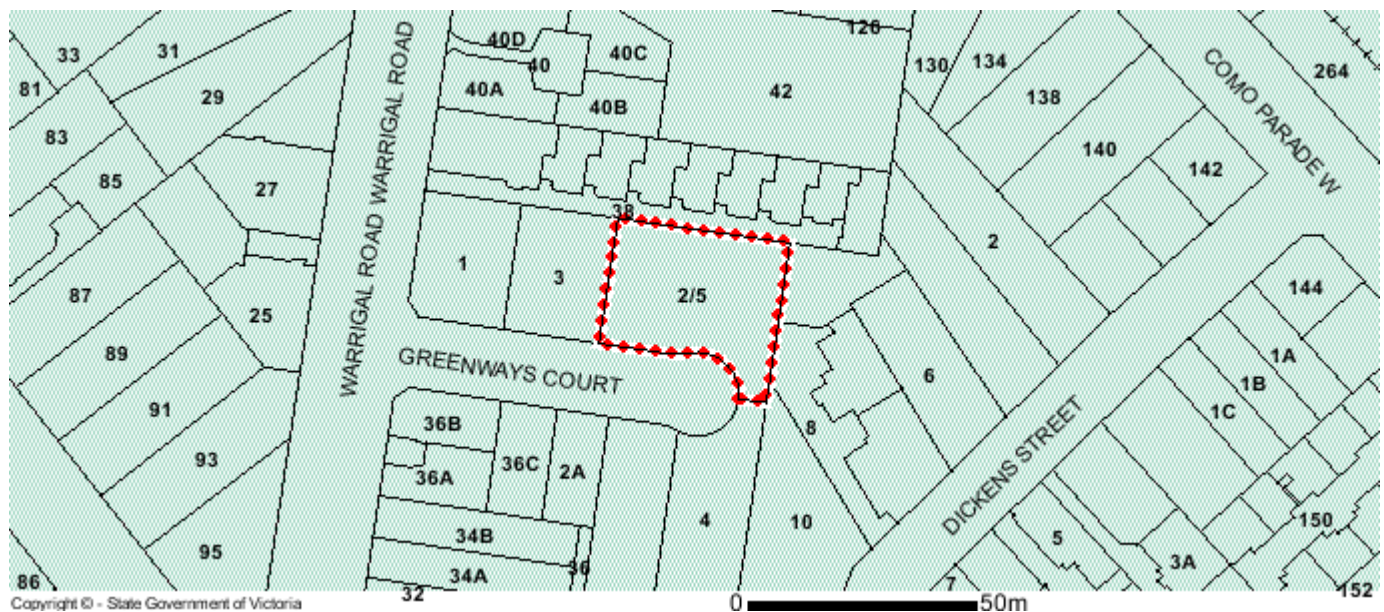
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



 Aboriginal Heritage

Further Planning Information

Planning scheme data last updated on 27 May 2021.

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>

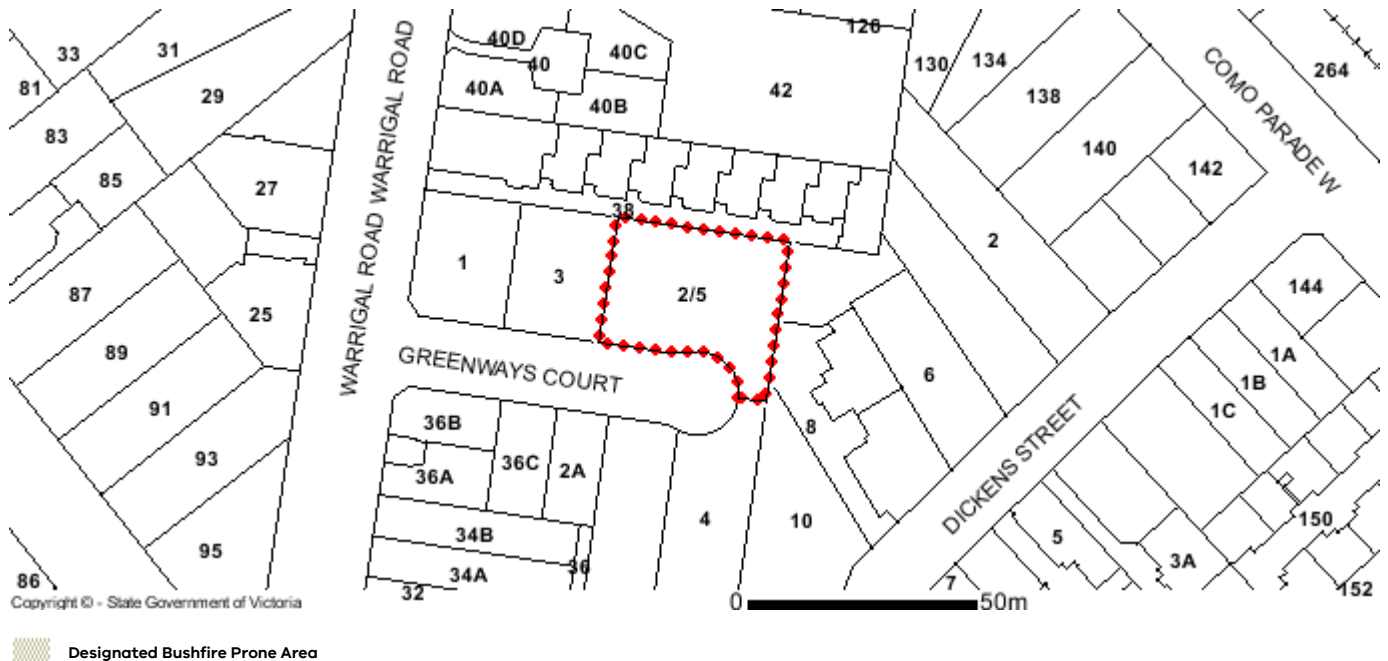
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Extract of EPA Priority Site Register

Page 1 of 2



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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 2, 5 GREENWAYS COURT
SUBURB: PARKDALE
MUNICIPALITY: KINGSTON
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 87 Reference B8
DATE OF SEARCH: 10th June 2021

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 49819858 - 49819858193700
'352375'



Extract of EPA Priority Site Register

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

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

Residential Tenancy Agreement.

Residential Tenancy Agreement.

Arie Roest & Juke Van Der Scheer 2/5 Greenways Court, PARKDALE

Residential Tenancies Act 1997 (Including any subsequent replacement or amended Act)

1. This agreement is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 of the Schedule.

Premises and Rent

The Landlord lets to the Tenant and Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule.

Bond

The Tenant shall pay a Bond of the amount specified in item 9 of the Schedule to the Landlord/Agent on or before the signing of this Agreement.

In Accordance with the Residential Tenancies Act 1997, or any subsequent replacement Act, the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 5 business days of receiving the Bond.

Fixed Term Tenancy

The term of this Agreement shall be specified in item 11 of the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

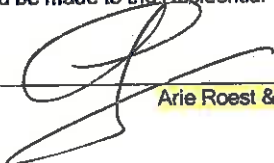
OR

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with Residential Tenancies Act 1997.

2. Condition of the Premises
The Landlord shall make sure that the premises are maintained in good repair.
3. Damage to the Premises
 - (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises.
 - (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
 - (c) The Tenant who becomes aware of the damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practical.
4. Cleanliness of the premises
 - (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.
 - (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Tenancy.
5. Use of premises
 - (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
 - (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause any interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.
6. Quiet Enjoyment
The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.
7. Assignment or sub-letting
 - (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
 - (b) The Landlord shall not be liable for any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing pursuant to this Agreement.
8. Residential Tenancies Act 1997 – or any subsequent replacement of The Residential Tenancies Act 1997.
Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties)

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer

Date:

12/03/2019

ADDITIONAL TERMS

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

9. The Agreement may be amended only by an Agreement in writing signed by the Landlord or Agent and the Tenant.
10. The Tenant acknowledges that they have inspected the rented premises and agree to accept the property in its present condition.
11. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein, or any future or intended improvements to the premises.
12. The Tenant hereby acknowledges that only those persons named in Item 4 of the Schedule may occupy the premises. No additional person/s shall occupy the premises without the prior written consent of the Landlord or Agent. In the case where there is more than one tenant being named in Item 4 of the Schedule and one of the said tenants wishes to vacate, then Barry Plant Real Estate must be notified immediately. If a substitute tenant is to occupy the premises he/she will first submit a tenancy application form to Barry Plant Real Estate and gain the permission of the Landlord before moving into the rented premises. Furthermore, the tenants acknowledge and agree that there may be a fee payable to the agent for the preparation of an assignment in writing of this Agreement.
13. The Tenant shall not use the premises, or part thereof, for any purposes other than for residential purposes without the written consent of the Landlord.
14. The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent, it cannot be guaranteed that all keys held by previous occupiers of the property have been returned.
15. The Landlord acknowledges the Tenant's right to change the locks on the premises providing a duplicate is supplied to the Agent. The Landlord also acknowledges the Tenant's right to change the alarm code on the premises providing the Agent is immediately advised of the new alarm code.
16. The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
17. The Landlord/Agent does not guarantee that the premises has a telephone line that is connected from the rented premises to the street poles or to the phone exchange. The Tenant hereby agrees that all costs in connection with a fixed phone line to the property are at their own expense, and that any plate fixtures or fittings at the property does not indicate that there is a fixed phone line in place.
18. The Landlord/Agent does not guarantee that the phone line is capable of carrying at least ADSL2+ internet service and that there is more than one ISP that can provide internet service to the rented premises.
19. The Landlord/Agent does not guarantee that the premises can be connected to the NBN, or that any plate fixtures or fittings at the rented premises indicates that NBN is available to be provided.
20. The Tenant hereby agrees that the Landlord is not responsible for the costs associated with the installation or maintenance of NBN services, including but not limited to connections, servicing and batteries that may be required.
21. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. The Landlord may make an application for compensation against the Tenant as a result expenses incurred as a consequence of any breach of this term.
22. The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the tenant.
23. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any damage or defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983 and Wrongs Act 1958.
24. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third-party property arising from any conduct, act or omission by the Tenant and/or any invitees.
25. The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the Agreement to deliver the keys to the premises to the Agent's office and to continue paying rent until such time as the keys are delivered. The tenant further understands that they must return to the agent, any extra duplicate keys that the tenant has made.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer

Date: 12/03/2019

26. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
27. The Tenant hereby agrees that no pets are to be allowed on any part of the property, inside or outside, of the rented premises at any time. The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord. (Note: written consent of the Owners Corporation will be necessary where Strata rules apply).
28. The Tenant shall at the Tenant's expense replace all consumable items such as lighting tubes, globes and down-lights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
29. The Tenant shall not hang out any clothes outside the premises other than where provision for the hanging clothes has been provided.
30. The Tenant shall deposit all rubbish including cartons and newspaper in a proper rubbish receptacle with a close fitting lid as required by Health Department of Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Tenant for collection by the Local Council or Health Department and returned to its allotted place. The tenant agrees to ensure that recyclable goods are disposed of in the allocated recycling bins, general household rubbish is only to be placed in the rubbish bin, and that garden waste is placed in the green recycling bin (if supplied).
31. The Tenant hereby acknowledges and agrees to monitor and clean the filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split air conditioner filters and range hood filters. Such items must be cleaned regularly to avoid clogging and building up grime and/or dust. Furthermore all rooms are to be kept well ventilated to avoid the presence and/or build-up of mould. Any mould should be cleaned/treated with an appropriate cleaning agent, and the Landlord or Agent must be notified.
32. The Tenant must not install any fixed or portable pool, spa, Jacuzzi or any such structures used for swimming, paddling or wading. In accordance with Building Regulations 2006, part 703 and 1220 it is illegal to have such structures on the premises without the correct safety barriers. The Tenant hereby agrees and acknowledges not to install any swimming pool, spa, Jacuzzi and any such structures used principally for swimming, paddling or wading. Please note: a swimming pool means a swimming pool or spa or any excavation or structure capable of containing a depth of water greater than 300 millimeters.
33. The Tenant shall not keep or use inside the premises any portable gas bottle appliances, kerosene heaters, oil burning heaters or heaters of similar kind, but not limited to outdoor gas patio heaters, charcoal heaters or wood chip heaters. Outdoor patio heaters may be used outdoors only, and must not be used inside the rented premises.
34. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
35. The Tenant shall allow the Landlord or his Agent to put on the premises a notice or notices 'for lease' during the last month of the term of this Agreement.
36. The Tenant agrees to allow access for re-letting purposes for at least the last 14 days of the tenancy period, in accordance with the Residential Tenancies Act 1997.
37. The Tenant shall also allow the Landlord or his Agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or his Agent to present the property to prospective purchasers or Tenants upon 24 hours' notice or by Agreement with Tenant and the Landlord or the Landlord's Agent, consistent with the governing legislation.
38. No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of the Agreement.
39. The Tenant agrees to observe and be bound by the Constitution and/or Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Owners Corporation Regulations, if not amended, apply to all Owners Corporation.
40. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase.

Signed by Tenant/s

Arie Roest & Juke Van Der Scheer

Date: 12/03/2019

ADDITIONAL TERMS

Additional Terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

41. The Tenant agrees to fully and regularly maintain and water the garden area, including the trees and shrubs. The Tenant also agrees to regularly weed all garden beds, water all plants and lawns, mow the lawns and trim the edges and remove all garden rubbish from the property.
42. The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or land or common property on which it is situated to their original condition forthwith.
43. The Tenant acknowledges that pursuant to The Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant, the Bond or any part of the Bond paid in respect of the Premises. The Tenant acknowledges that failure to abide by this section of The Act may render the tenant liable to a penalty of 20 penalty units.
44. The Landlord must provide smoke detectors to the rented premises in accordance with Building Regulations. The Tenant must not tamper with, cover or remove the battery at any time. If during the term of the tenancy the Tenant becomes aware that the smoke detectors is not, or may not be, in proper working order the Tenant is required to notify the Agent immediately.
45. The Tenant must ensure the safe use of electricity and power boards. The Tenant may use one power board per power unit but shall not plug a power board into another power board.
46. The Tenant acknowledges that the Landlord's insurance policies will not provide cover for the Tenants possessions. The Tenant hereby acknowledges that they have been advised that insurance is available to protect their belongings and to cover damages to the Landlord's property that they may be held liable for.
47. The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water system, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord, to relight a pilot where this is the only issue the Tenant will be liable for all costs.
48. The Tenant is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mistaid or lost.
49. The Agent does not guarantee that spare keys for the property are available. Misplaced or lost keys may require a locksmith to assist Tenants back into their rental property – this is at the Tenants cost.
50. If the Tenant wishes to vacate the property prior to the expiration of this lease, the tenants agree to the following.
 - (a) Pay all rent until a suitable replacement tenant commences a tenancy or the expiration of the lease, whichever happens first, and pay all costs as required to maintain lawns, gardens and any other services required to keep the property in accordance with this agreement.
 - (b) Pay advertising costs associated with the re-letting plus GST.
 - (c) Pay letting fees, calculated on a pro rata basis based on the balance of the lease term plus GST.
 - (d) Pay costs relating to database checks on applicants
 - (e) it is further agreed that the Bond will be held by the RTBA until such time as the premises has been re-let and these costs are paid by the tenant, or the tenant agrees to deduct these costs from the Bond.
51. The Tenant understands and accepts that payment for water usage is the Tenant's responsibility in all properties that are separately metered. Furthermore, it is the Tenant's responsibility to arrange meter readings to be taken when they enter into occupation of the premises and again when they vacate the premises. Failure to do so may result in water being charged for dates outside of their tenancy period.
52. The Tenant shall not paint or affix any sign or antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without prior written consent of the Landlord or Agent.
53. The Tenant must ensure that all furniture in the premises (particularly heavyweight items) is securely positioned to safeguard against the risk of injury. The Tenant may submit a written request to the Landlord or Agent for furniture to be affixed to the premises, which the Landlord or Agent must not unreasonably refuse.
54. The Tenant understands and accepts the Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs and video of the property may be taken to provide the owner with a visual record of the property as required.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date:

12/03/2019

55. The Tenant acknowledges that the Agent may not accept rental payments in cash via the office without prior approval. Payments can only be made in the manner specified in Item 8 of the Schedule. All rental payments shall be made in full, on time and in advance. Any costs incurred by the Agent to retrieve rental arrears or to process additional part payments shall be met by the Tenant.
56. The Tenant hereby agrees to professionally steam clean all carpets at the rented premises at the termination of their tenancy, and return the premises in a reasonably clean condition in accordance with The Residential Tenancies Act.
57. The Tenant hereby agrees that the interior of the premises is strictly non-smoking. Smoking may be permitted outside, however doors and windows adjoining must be closed to prevent any smoke entering the premises.
58. The Tenant hereby agrees that the Agent/Landlord will provide all Tenant phone and email contact details to maintenance contractors and suppliers throughout the tenancy period, to facilitate access to the property to enable the Landlord to carry out their Duties under the Act.
59. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement.
60. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.
61. The Tenant hereby agrees to pay the rent to the vacating date and/or upon delivery of vacant possession. The Tenant agrees that any variation of the vacating date must be applied for in writing and agreed to by the Landlord or the Agent, and if necessary any approved tenant for the rented premises.
62. The Tenant acknowledges that it has received a Condition Report from the Agent prior to its occupation of the premises and it is their responsibility to return a signed copy of the Condition Report to the agent within three (3) business days of the commencement of the lease. Should the Tenant fail to return a signed copy of the Condition Report with additional notations, the office copy will serve as evidence as to the condition of the property at the commencement of the tenancy.
63. The Tenant acknowledges and confirms that where the Agent/Landlord requires written notice, a SMS / text message will not be accepted as written notice for the purpose of this lease.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12/03/2019

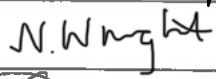
Schedule.

- Item 1: Date of Agreement: Friday, March 08, 2019
- Item 2: Landlord: Name: Kim Harford & Lisa Frayne
Address: c/- 582 Main Street, Mordialloc
- Item 3: Agent: Registered Business Name: CARE REAL ESTATE – T/A Barry Plant Mordialloc
Address: C/- 582 Main Street, Mordialloc VIC 3195
Telephone: (03) 9586 0500 Facsimile: (03) 9580 7131
Email: baysiderentals@barryplant.com.au
- Item 4: Tenant (1) Name: Arie Roest
Address: 21 Pallisades Road CHELTENHAM VIC 3192
Tenant (2) Name: Juke Van Der Scheer
Address: 21 Pallisades Road CHELTENHAM VIC 3192
- Item 5: Premises / Property: **2/5 Greenways Court PARKDALE VIC 3195**
Including all chattels, fixtures and fittings as detailed in condition report.
- Item 6: Rental: **\$5214.00** per calendar month
Payable on the **15th** of every calendar month in advance
- Item 7: Commencing on: **15/03/2019**
- Item 8: Rental Payments to Landlord/Agent at: Via DEFT
Ref No: **0035063262**
- Item 9: Bond: **\$5214.00** paid to Residential Tenancies Bond Authority
- Item 10: Urgent Repairs: Please see attached – 'Urgent and Non-Urgent Repairs Information'
- Fixed Term Agreement:**
Item 11: Term: **24 MONTHS**
Item 12: Commencement Date: **15/03/2019**
Item 13: Termination Date: **14/03/2021**

Periodic Tenancy:

Item 14: Commencement Date **15th Day of March, 2021**

Signed by the Landlord   Kim Harford & Lisa Frayne

In the presence of:  (witness)

Signed by Tenant 1  Arie Roest

Signed by Tenant 2  Juke Van Der Scheer

In the presence of:  (witness)

The Tenant hereby acknowledges having received a copy of the Consumer Affairs Victoria – Renting a Home Guide. Prior to the commencement of the lease agreement - two copies of the Condition Report and a copy of Tenancy Agreement will be provided in accordance with the provisions of the Residential Tenancies Act 1997. These may be given in accordance with our Electronic Communications Policy (attached). The premises shall be used for residential purposes for (2) Adults and (2) Children only.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12, 03, 2019

URGENT AND NON-URGENT REPAIRS INFORMATION

Urgent Repairs:

Residential Tenancies Act 1997 - Section 66 3(b) - Landlord must give certain information:

- (i) Barry Plant Mordialloc are able to authorise urgent repairs: YES
- (ii) The maximum amount for repairs which the agent can authorise is: \$1800 (as per authority)
- (iii) Barry Plant Mordialloc telephone number for urgent repairs is: (03) 9586 0500

Under the Residential Tenancies Act 1997, "urgent repairs" means any work necessary to repair or remedy—

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or
- (h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by a landlord in rented premises; or
- (i) a failure or breakdown of the gas, electricity or water supply to rented premises; or
- (j) an appliance, fitting or fixture provided by a landlord, that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or
- (k) any fault or damage that makes rented premises, unsafe or insecure; or
- (l) a serious fault in a lift or staircase; or
- (m) any damage of a prescribed class;

After hours urgent repairs. (Optional Information) please delete if not required by your office.

If you are unable to reach us to organise an urgent repair, you can contact one of our suppliers below for assistance.

Electrical

Fisher Brothers

9532 0681

Plumbing/Gas

Plumb Local

0401 835 769

Emergency Assistance:

Victorian State Emergency Service (SES) 132 500
(flood, storm, tsunami and earthquake emergency)
Police, Fire and Ambulance 000

Non-Urgent Repairs:

Under the Residential Tenancies Act 1997, a non-urgent repair is any repair that falls outside the definition of an urgent repair.

We require all requests for repairs to be lodged in writing. Maintenance requests can be submitted via our website, www.barryplant.com.au by email baysiderentals8@barryplant.com.au, fax (03) 9580 7131 or post to our office.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer

Date:

12/03/2019

Lease Annexure 1.

PROHIBITING SUBLETTING & SHORT-TERM ACCOMMODATION AT THE RENTED PREMISES

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Kim Harford & Lisa Frayne as the Landlord and Arie Roest & Juke Van Der Scheer as the Tenant/s for the premises situated at 2/5 Greenways Court PARKDALE

The Tenant agrees that this Lease Annexure is a core term of this tenancy agreement and that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes.

The entire premises has been leased for the exclusive residential possession of the Tenant/s named in Item 4 of the Schedule, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Landlord's written permission

The Landlord and Tenant hereby agree that if the tenant is found to be advertising short term stays for any reward, and this is brought to the tenant's attention by the Landlord or Agent, the Landlord can give a 14-day Notice to Vacate the premises for illegal subletting and apply to the Tribunal for possession of the premises.

It is strictly prohibited to enter into a licence agreement with any other party, or allow short- or long-term guests to reside in the premises, including, but not limited to companies such as, but not limited to, Airbnb, Roomorama and Couchsurfing.

The Tenant/s hereby acknowledge having specifically read and understood this clause and understands that the premises cannot be sublet at any time throughout the tenancy.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12/03/2019

Lease Annexure 2.

ELECTRONIC COMMUNICATIONS DELIVERY POLICY – DISCLOSURE AND CONSENT FORM

This policy describes how Barry Plant Mordialloc delivers communications to you electronically.

Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with you and your use of our Real Estate/Property Management services.

Communications include:

- Tenancy agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- Rent arrears notifications;
- Confirmation of maintenance works;
- All Notices & Notices to Vacate;
- Notices of Entry, confirmation of inspections;
- Copies of Notices and documents
- Any other information that is required to be communicated.

We will provide these communications to you by emailing them to you at the primary email address listed in your tenancy application; as appears below, or any alternate email address that you have provide to our office in writing. SMS notifications may also be sent to you using the mobile phone number listed on your tenancy application.

Updating your contact information

It is your responsibility to keep your primary email address up to date so that Barry Plant can communicate with you electronically. You may choose to provide an alternate email address to our office. You understand and agree that if Barry Plant Mordialloc sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Barry Plant <<insert office>> will be deemed to have provided the Communication to you.

How to withdraw your consent

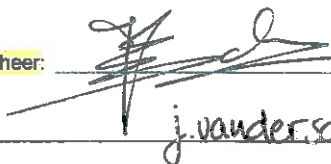
You may withdraw your consent to receive communications electronically by writing to us 582 Main Street, Mordialloc or by contacting us via the "Contact Us" link on our website.

Signed by Arie Roest:



Email address: ARIEROEST.PERSONAL@ICLOUD.COM Date: 12/03/2014

Signed by Juke Van Der Scheer:



Email address: j.vanderscheer@icloud.com Date: 12/03/14

Lease Annexure 3.

POOL/SPA CARE AND USAGE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:
Kim Harford & Lisa Frayne as the Landlord and Arie Roest & Juke Van Der Scheer as the Tenant/s for the premises
situated at 2/5 Greenways Court PARKDALE

1. The Tenant:

- 1.1 Accepts full responsibility for the day to day operation, management, use and care of the pool/spa at the property at the Tenant's own cost, which includes:
 - 1.1.1 Complying with all laws, codes, regulations and safety requirements governing the use, maintenance and operation of the pool/spa.
 - 1.1.2 Keeping the pool/spa and the surrounding area clean and not cause any damage and being responsible for the cost of any chemical products required for the cleaning and maintenance of the pool/spa;
 - 1.1.3 Ensuring that the water levels of the pool/spa are monitored regularly and that the chemical balance of the water is maintained at the required level at all times to prevent damage to the pool/spa filter.
- 1.2 Must immediately notify the Agent and Landlord of any faults, defects or safety concerns which may arise in relation to the operation, management and use of the pool/spa, which includes the pool equipment, gate, locks and fencing barriers surrounding the pool/spa.
- 1.3 Uses the pool/spa at the Tenant's own risk.
- 1.4 Must ensure that any children under the age of 18 years are not permitted into the pool/spa area unless supervised by an adult at all times.
- 1.5 Must not do or cause anything to be done in the pool/spa area which in the reasonable opinion of the Landlord or Agent may cause nuisance, damage, disturbance or danger to the Landlord, or the invitees, occupiers or owners of any other property (including, but not limited to, allowing the gate to remain open, placing objects near the safety barrier that could be used by a child to climb into the swimming pool/spa area and allowing children to be in the swimming pool/spa area without adult supervision).
- 1.6 Must ensure that pool/spa and surrounding area is locked and secured at all times, except when entering or leaving the area.
- 1.7 Releases and indemnifies the Landlord and Agent against all loss, damage, costs and expenses directly or indirectly arising from or as a result of any action, matter or thing taken or done or failed to be taken or done by the Tenant or any of the Tenant's agents, contractors and invitees in connection with this Residential Tenancy Agreement and the management, use and operation of the pool/spa and surrounding area.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12, 03, 2019

Lease Annexure 4.

DIPLOMATIC CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Kim Harford & Lisa Frayne as the Landlord and Arie Roest & Juke Van Der Scheer as the Tenant/s for the premises situated at 2/5 Greenways Court PARKDALE

1. The Residential Tenancy Agreement may be terminated by the tenant in the second or subsequent years upon 60 days prior written notice to the Landlord and upon production of a letter signed by a director of Amcor to the effect that their employee the tenant/nominated occupant is required by Amcor to move from his present employment location or his employment has been terminated. Such letter shall be provided prior to the expiration of the 60-day notice period.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12,03,19

Lease Annexure 5.

GARDENING CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Kim Harford & Lisa Frayne as the Landlord and Arie Roest & Juke Van Der Scheer as the Tenant/s for the premises situated at 2/5 Greenways Court PARKDALE

The garden areas of the rented premises shall be presented in a clean and tidy manner at all times.

The tenants hereby agree to take full responsibility at their own expense for the maintenance of the lawn and all garden areas including the nature strip.

This includes:

- Mowing and edging of all lawns
- Weeding of garden beds, sweeping of driveways and paths and removal of fallen leaves.
- Adequate watering of all plants and grass areas

If in the opinion of the Landlord or Agent, the gardens are not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

Failure to rectify the breach may result in the Landlord/Agent engaging a gardener to carry out the necessary garden maintenance and the cost shall be borne by the tenants.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12/03/2019

Lease Annexure 6.

BALCONY AND DECKING AREA CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Kim Harford & Lisa Frayne as the Landlord and Arie Roest & Juke Van Der Scheer as the Tenant/s for the premises situated at 2/5 Greenways Court PARKDALE

The balcony and decking areas forming part of the rented premises shall be preserved in a clean and tidy manner at all times. If in the opinion of the Landlord or Agent, the balcony / deck is not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

The tenants must immediately notify the Landlord where there is a problem with the deck or balcony including:

- Loose handrails and balustrades that should be solid and fixed;
- Pooling of water on the deck or balcony surface;
- Loose, weak or broken decking boards;
- Movement in the main supporting beams and framework; and
- Any other problem that would reasonably be considered a safety hazard.

The tenants may not throw, place, drop, or allow to fall any article or substance from or out of the rented premises and shall not place any article or substance on any sill, balcony, terrace, or ledge or other similar part of the rented premises.

The tenants may not permit an excess number of people and objects on a deck or balcony, which in the reasonable opinion of the Landlord is likely to exceed the load that the deck or balcony was designed to hold.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12/03/2019

Lease Annexure 7.

ROUTINE MAINTENANCE INSPECTIONS

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Kim Harford & Lisa Frayne as the Landlord and Arie Roest & Juke Van Der Scheer as the Tenant/s for the premises situated at 2/5 Greenways Court PARKDALE

There will be a routine inspection conducted **3 months** after the commencement of the lease agreement and then every **6 months** thereafter.

Photographs representing the condition of the property and any maintenance issues will be taken during the inspection for reporting purposes to the Landlord.

Signed by Tenant/s:



Arie Roest & Juke Van Der Scheer



Date: 12/03/2019

