

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: Unit 9 & Acc Lot 21, 8-10 Argus Street, Cheltenham VIC 3192

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 the 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 of person signing:

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

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

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

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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

O'Brien Real Estate - Mentone
99 Balcombe Road, Mentone VIC 3194
Tel: 03 9585 5667 Fax: 03 9585 5665 Ref: Amie Goddard Email: mentone@obrienrealestate.com.au

VENDOR

Rashvinderjit Singh Dhillon and Anita Matija Dhillon
21 Mclvor Street, Cheltenham VIC 3192
Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Victorian Statewide Conveyancing Pty Ltd
of Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
Tel: (03) 8790 5488 Fax: (03) 8794 9072 Ref: Email: info@victorianstatewide.com.au
PG:MC:20221135

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 8767 Folio 239 and Volume 8767 Folio 251	9 and 21	RP930

PROPERTY ADDRESS

The address of the land is:

Unit 9 & Acc Lot 21, 8-10 Argus Street, Cheltenham VIC 3192

GOODS SOLD WITH THE LAND (general condition 2.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT (general condition 11)

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

GST (general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

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:

SUBJECT TO LEASE

in which case refer to general condition 1.1.

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

Periodic residential tenancy agreement determinable by notice

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:

LOAN (general condition 14) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. Acceptance of title

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.

2. Special condition 2 – Electronic conveyancing

EC

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked “EC”.

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
 - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 3 - Foreign resident capital gains withholding

- 3.1. 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.
- 3.2. Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 3.3. 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 of \$2 million or more 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)*.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.
- 3.7. The representative is taken to have complied with the obligations in special condition 3.6 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.
- 3.8. 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.
- 3.9. 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 of *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.
- 3.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

5 No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made

by the vendor or his Agent except such as are made conditions of this contract.

6 Special condition 6A – GST withholding
6A GST WITHHOLDING

- 6A.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 unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 6A.2 This special condition 6A 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 6B is to be taken as relieving the vendor from compliance with section 14-255.
- 6A.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.
- 6A.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.
- 6A.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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 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.
- 6A.6 The representative is taken to have complied with the requirements of special condition 6A.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.
- 6A.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 6A.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, the vendor must:

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

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

6A.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.

6A.9 A party must provide the other party with such information as the other party requires to:

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

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

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

6A.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.

6A.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 6A.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.

6A.12 This special condition will not merge on settlement.

6.Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

7 Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

8 Auction

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

9 Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

10 FIRB Approval

- 10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
- 10.2 If there is a breach of the warranty contained in Special Condition 10.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 10.3 This warranty and indemnity do not merge on completion of this contract.

11. Stamp Duty and Unequal Shares

- 11.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 11.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 11.4 This Special Condition will not merge on completion.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract 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 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 the 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 that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 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 for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. 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 Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 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 purposes 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 property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 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 any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 Properties 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 vendors 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 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 or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) 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 do 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 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 on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) 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 any 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 conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner 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 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 the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.
- 24. **Loss or damage before settlement**
 - 24.1 The vendor carries the risk of loss or damage to the property until settlement.
 - 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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.

GUARANTEE and INDEMNITY

I/We, of

and of

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Rashvinderjit Singh Dhillon and Anita Matija Dhillon
Property:	Unit 9 and Accessory Unit 21, 8-10 Argus Street, Cheltenham VIC 3192



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: PG:MC:20221135

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Provider	Amount (& interest if any)	Period
Kingston City Council	\$1,700.00 (approx.)	Per annum
South East Water	\$ 750.00 (approx.)	Per annum
Owners Corporation	\$1,337.00 (approx.)	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$4,000 pa

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

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

- (a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Kingston City Council Planning Scheme

Responsible Authority: Kingston City Council

Zoning: General Residential Zone (GRZ); General Residential Zone – Schedule 2 (GRZ2)

Planning Overlay/s: None; All or part of this property is an ‘area of cultural heritage sensitivity’; the land may be affected by native vegetation

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed
 -

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statements Volume 8767 Folio 239 and Volume 8767 Folio 251
2. Plan of subdivision 930
3. Owners Corporation Plan No RP000930

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

Rashvinderjit Singh Dhillon and Anita Matija Dhillon

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

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

VOLUME 08767 FOLIO 239

Security no : 124099058900L

Produced 19/07/2022 10:29 AM

LAND DESCRIPTION

Lot 9 on Registered Plan of Strata Subdivision 000930.

PARENT TITLES :

Volume 08209 Folio 687 Volume 08733 Folio 464

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 99 of a total of 100 equal undivided shares

Sole Proprietor

RASHVINDERJIT SINGH DHILLON of 21 MCIVOR STREET CHELTENHAM VIC 3192

As to 1 of a total of 100 equal undivided shares

Sole Proprietor

ANITA MATIJA DHILLON of 21 MCIVOR STREET CHELTENHAM VIC 3192

AR494028X 26/09/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR494029V 26/09/2018

WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE RP000930 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 9 8-10 ARGUS STREET CHELTENHAM VIC 3192

ADMINISTRATIVE NOTICES

NIL

eCT Control 12690B WESTPAC BANKING CORPORATION (63)

Effective from 26/09/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP000930

DOCUMENT END

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

VOLUME 08767 FOLIO 251

Security no : 124099383885R

Produced 03/08/2022 09:57 AM

LAND DESCRIPTION

Lot 21 on Registered Plan of Strata Subdivision 000930.

ACCESSORY LOT

PARENT TITLES :

Volume 08209 Folio 687 Volume 08733 Folio 464

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 99 of a total of 100 equal undivided shares

Sole Proprietor

RASHVINDERJIT SINGH DHILLON of 21 MCIVOR STREET CHELTENHAM VIC 3192

As to 1 of a total of 100 equal undivided shares

Sole Proprietor

ANITA MATIJA DHILLON of 21 MCIVOR STREET CHELTENHAM VIC 3192

AR494028X 26/09/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR494029V 26/09/2018

WESTPAC BANKING CORPORATION

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DIAGRAM LOCATION

SEE RP000930 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: ARGUS STREET CHELTENHAM VIC 3192

ADMINISTRATIVE NOTICES

NIL

eCT Control 12690B WESTPAC BANKING CORPORATION (63)

Effective from 26/09/2018

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PLAN OF STRATA SUBDIVISION		EDITION 2	RP000930
LOCATION OF LAND PARISH: MOORABBIN TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 55 (PART) TITLE REFERENCE: VOL.8209 FOL.687 & VOL.8733 FOL.464 LAST PLAN REFERENCE: LOT 2 & 3 ON LP44036 DEPTH LIMITATION: NIL POSTAL ADDRESS: 8-10 ARGUS STREET CHELTENHAM		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT REGISTERED DATE: 27 FEBRUARY 1969 THIS PLAN HAS BEEN ENHANCED BY LAND VICTORIA VIDE AM888997L	
ENCUMBRANCES REFERRED TO IN SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN			
THE LAND MARKED E-1 IS ENCUMBERED FOR SEWERAGE PURPOSES VIDE LP44036. PART OF THE COMMON PROPERTY IS AFFECTED BY THIS ENCUMBRANCE. NO LOT ON THIS PLAN IS AFFECTED BY THE ABOVE ENCUMBRANCE.			
<p style="text-align: center;">ARGUS STREET</p> <p style="text-align: center;">CHESTERVILLE ROAD</p> <p style="text-align: center;">SCALE OF FEET</p>			
DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL			
SURVEYORS CERTIFICATE I, <u>George N. Quiver</u> of 101 Queen Street, Melbourne a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with that required by the Land Surveyors Regulations Part 2: that the plan accurately represents as at the 18th day of December, 1968 in the manner required by the Strata Titles Act 1967, the Strata Titles Regulations 1967 and the Land Surveyors (Strata Titles) Regulations 1967 and within the limit as of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site, and that all units are within the parcel. Signature: <u>George N. Quiver</u> Date: 20/12/68		SEAL OF MUNICIPALITY AND ENDORSEMENT This plan has been sealed by the City of MOORABBIN under Subsection 1 Section 6 of the Strata Titles Act 1967 on the 17 FEBRUARY 1969 Original sealed is endorsed onto the original plan.	
MEASUREMENTS ARE IN FEET & INCHES METRIC CONVERSION = (0.3048 x FEET) + (0.0254 x INCHES)		SHEET 1 OF 2	

PLAN OF STRATA SUBDIVISION

RP000930

LEGEND

THE BUILDINGS IN THE PARCEL A PART OF WHICH ARE CONTAINED IN LOTS 1 TO 16, 18, 19 AND 21 TO 24 ARE SINGLE STOREY BUILDINGS. NO BUILDINGS ARE CONTAINED IN LOTS 17 AND 20.

THE LOWER BOUNDARY OF LOTS 1 TO 24 IS THAT PART OF THE SITE WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE LOT AS SHOWN ON THE DIAGRAM ON THIS SHEET, THE UPPER BOUNDARY OF THESE LOTS IS THE OUTER SURFACE OF THE ROOF OF THAT PART OF THE BUILDING, EXCEPT FOR LOTS 13 TO 24 WHERE THE UPPER BOUNDARIES ARE TEN FEET ABOVE THE RESPECTIVE BOUNDARIES LOWER.

LOTS 13 TO 24 ARE ACCESSORY LOTS.

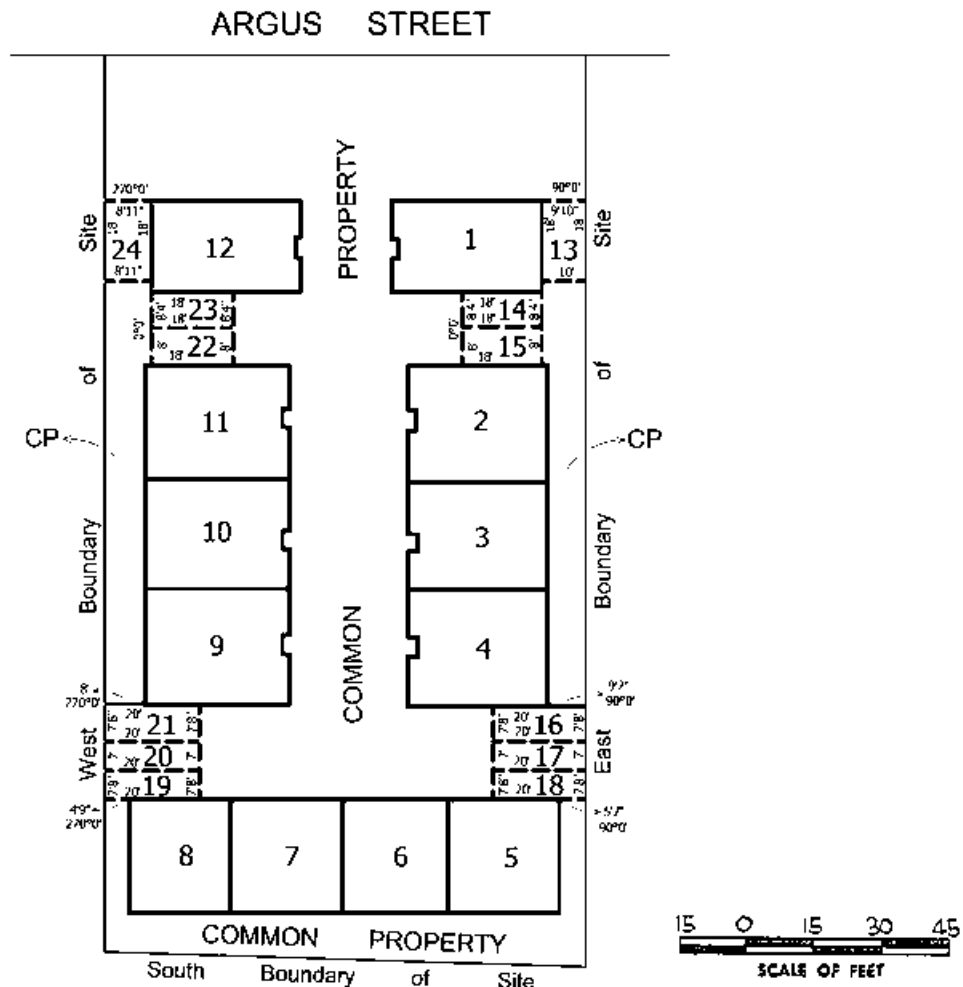
COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES LAND ABOVE AND BELOW THE LOTS AS DESCRIBED IN THE LEGEND ABOVE. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

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

ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN - ALL BOUNDARIES





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 19/07/2022 10:29:19 AM

**OWNERS CORPORATION
PLAN NO. RP000930**

The land in RP000930 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 24.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNEL STREET PORT MELBOURNE VIC 3207

AH475152R 04/09/2010

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	146	146
Lot 2	160	160
Lot 3	160	160
Lot 4	160	160
Lot 5	120	120
Lot 6	120	120



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 19/07/2022 10:29:19 AM

OWNERS CORPORATION
PLAN NO. RP000930

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	120	120
Lot 8	120	120
Lot 9	160	160
Lot 10	160	160
Lot 11	160	160
Lot 12	146	146
Lot 13	2	2
Lot 14	2	2
Lot 15	2	2
Lot 16	2	2
Lot 17	2	2
Lot 18	2	2
Lot 19	2	2
Lot 20	2	2
Lot 21	2	2
Lot 22	2	2
Lot 23	2	2
Lot 24	2	2
Total	1756.00	1756.00

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

Statement End.

Land Information Certificate

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



City of
KINGSTON

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

Date of Issue:	19 July 2022
Assessment No:	146799 0
Property Location:	9 8-10 Argus Street, CHELTENHAM VIC 3192
Parcel Details:	Unit 9 RP930, Lot 21 RP930
Certificate No:	125664
Certificate Expiry Date:	17 October 2022
Applicants Reference:	65270839-016-9:49749

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 2022	Site Value:	210,000
Relevant Date of Valuation: 01 Jan 2022	Capital Improved Value:	610,000
	Net Annual Value:	30,500

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

RATES AND CHARGES 1st July 2022 to 30th June 2023

Arrears

Arrears - Brought Forward 01/07/2022	\$0.00
Legal Fees Brought Forward 01/07/2022	\$0.00

Current Rate

General Rates	\$1,031.94
Fire Services Property Levy	\$149.33
Municipal Charge	\$100.00
Waste Management	\$203.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$0.00

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

OUTSTANDING **\$1,484.27**

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

community inspired leadership

Assessment No.	146799/0
Certificate No.	125664
Certificate Expiry Date	17 October 2022

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 \$27.40.

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 17 October 2022.
- 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 2023.
 Four instalments: 30 September 2022, 30 November 2022, 28 February 2023, 31 May 2023.
- v. Please note a fee of \$22.00 (incl. GST) will apply for refund requests on overpayments. Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

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: 1467990

Adam Black

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

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

Victorian Statewide Conveyancing Pty
Ltd
E-mail:
certificates@victorianstatewide.com.au

Statement for property:
FLAT 9 LOT 9 8 ARGUS STREET
CHELTENHAM 3192
9 RP 930

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
26K//06473/84	20221135	19 JULY 2022	42037926

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	01/07/2022 to 30/06/2023	\$81.60
Melbourne Water Corporation Total Service Charges	01/07/2022 to 30/09/2022	\$27.42

(b) By South East Water

Water Service Charge	01/07/2022 to 30/09/2022	\$20.93
Sewerage Service Charge	01/07/2022 to 30/09/2022	\$91.94
Subtotal Service Charges		\$221.89
Usage Charges*	Billed until 15/7/2022	\$92.46
TOTAL UNPAID BALANCE		\$314.35

- The meter at the property was last read on 15/07/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.87 per day
Sewage Disposal Charge	\$0.26 per day

- 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.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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.
- 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.

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

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.

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:

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



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
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

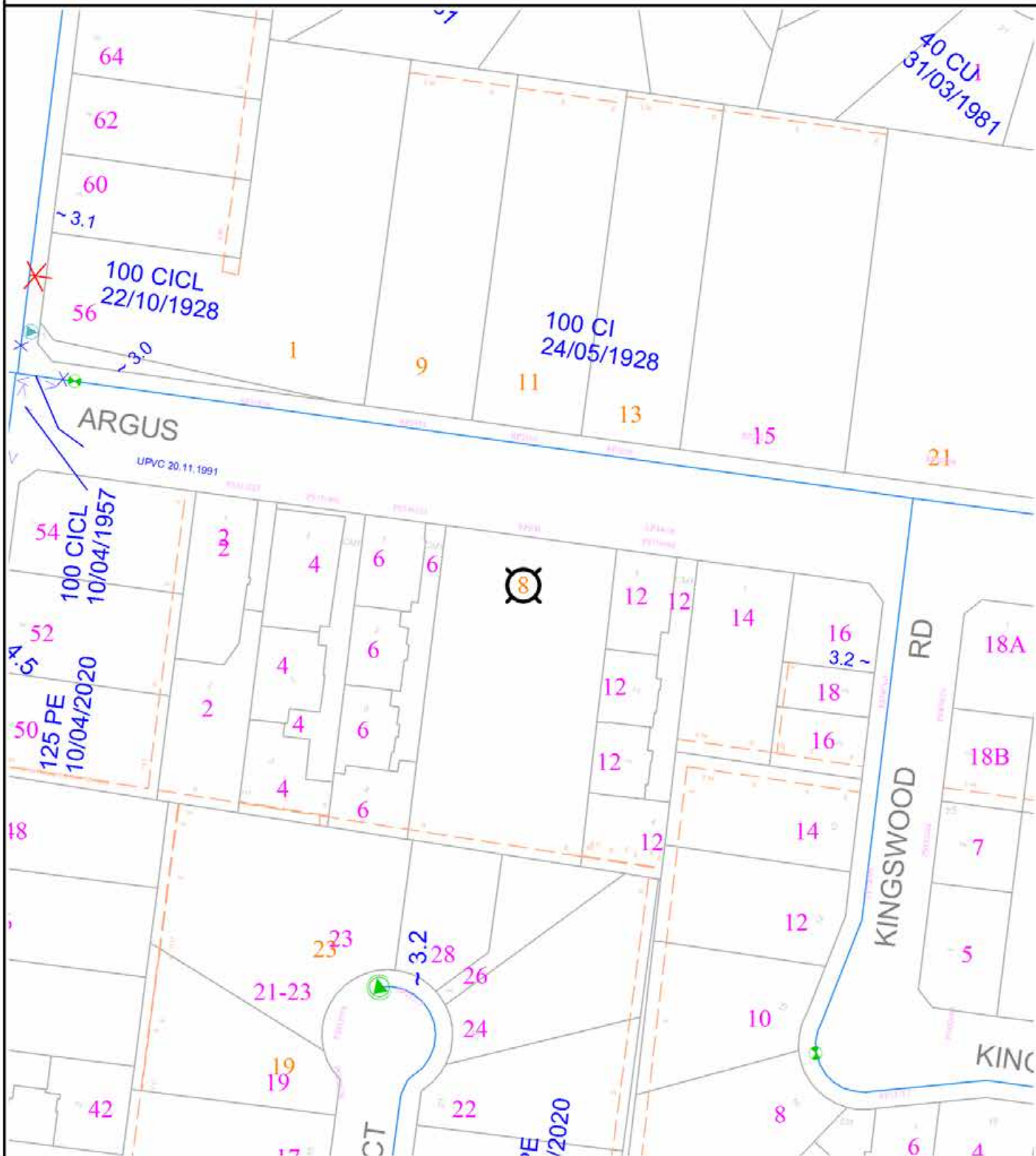


Property: Lot 9 FLAT 9 8 ARGUS STREET CHELTENHAM 3192

Case Number: 42037926



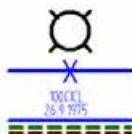
Date: 19JULY2022



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.

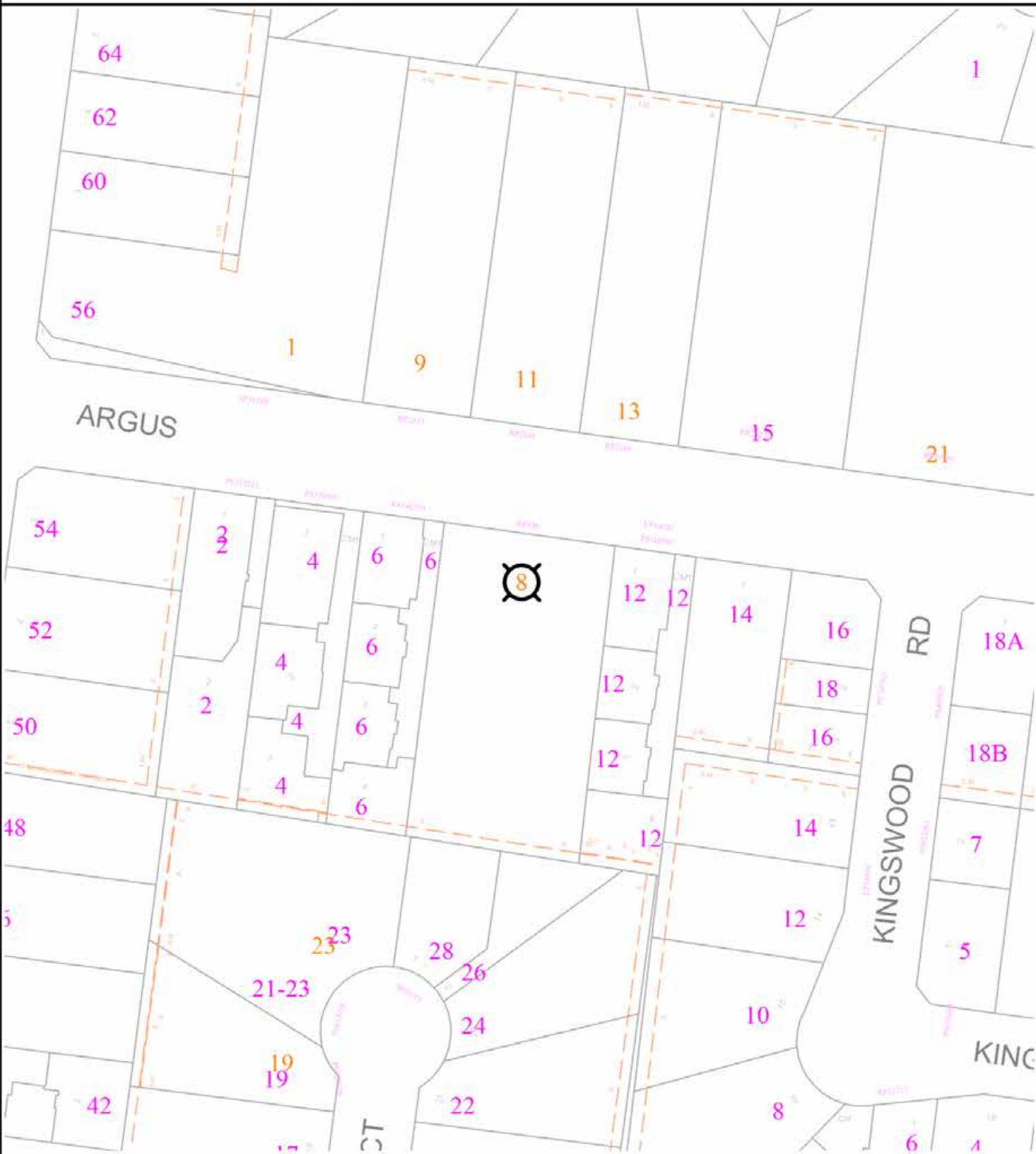
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- 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



Offset from Boundary

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20221135
Certificate No:	56964733
Issue Date:	20 JUL 2022
Enquiries:	TVD0

Land Address: UNIT 9, 8 -10 ARGUS STREET CHELTENHAM VIC 3192

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1960085	9	930	8767	239	\$0.00

Vendor: ANITA DHILLON & RISHI DHILLON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR RASHVINDERJIT SINGH DHILLON	2022	\$147,500	\$0.00	\$0.00	\$0.00


Comments:

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:	\$530,000
SITE VALUE:	\$147,500
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 56964733

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$147,500

Calculated as \$0 plus (\$147,500 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 56964733

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: 56964733

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

BUILDING CERTIFICATE
Building Regulations 2018
Regulation 51 (1)



Certificate Number : JA:KENNS2:474400

Your Reference: 65270839-018-3

Contact: Susan Kennedy

Phone number: 9581 4130

20 July 2022

Landata
GPO BOX 527
MELBOURNE VIC 3001

Property Address: 9 / 8 - 10 Argus Street, CHELTENHAM VIC 3192

Regulation 51(1)

There is no record of any Building Permits being issued for construction on the allotment during the last 10 years.

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

Residential Notes:

- As of 1 December 2019 all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require **Smoke Alarms** to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11th March 2009 all building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the **Bushfire protection** requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

A handwritten signature in black ink, appearing to read 'John Anagianis'.

John Anagianis
Municipal Building Surveyor

community inspired leadership

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 19 July 2022 10:26 AM

PROPERTY DETAILS

Address: **9/8-10 ARGUS STREET CHELTENHAM 3192**

Lot and Plan Number: **Lot 9 RP930**

Standard Parcel Identifier (SPI): **9\RP930**

Local Government Area (Council): **KINGSTON**

Council Property Number: **474400**

Planning Scheme: **Kingston**

Directory Reference: **Melway 77 J11**

www.kingston.vic.gov.au

[Planning Scheme - 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: **CLARINDA**

OTHER

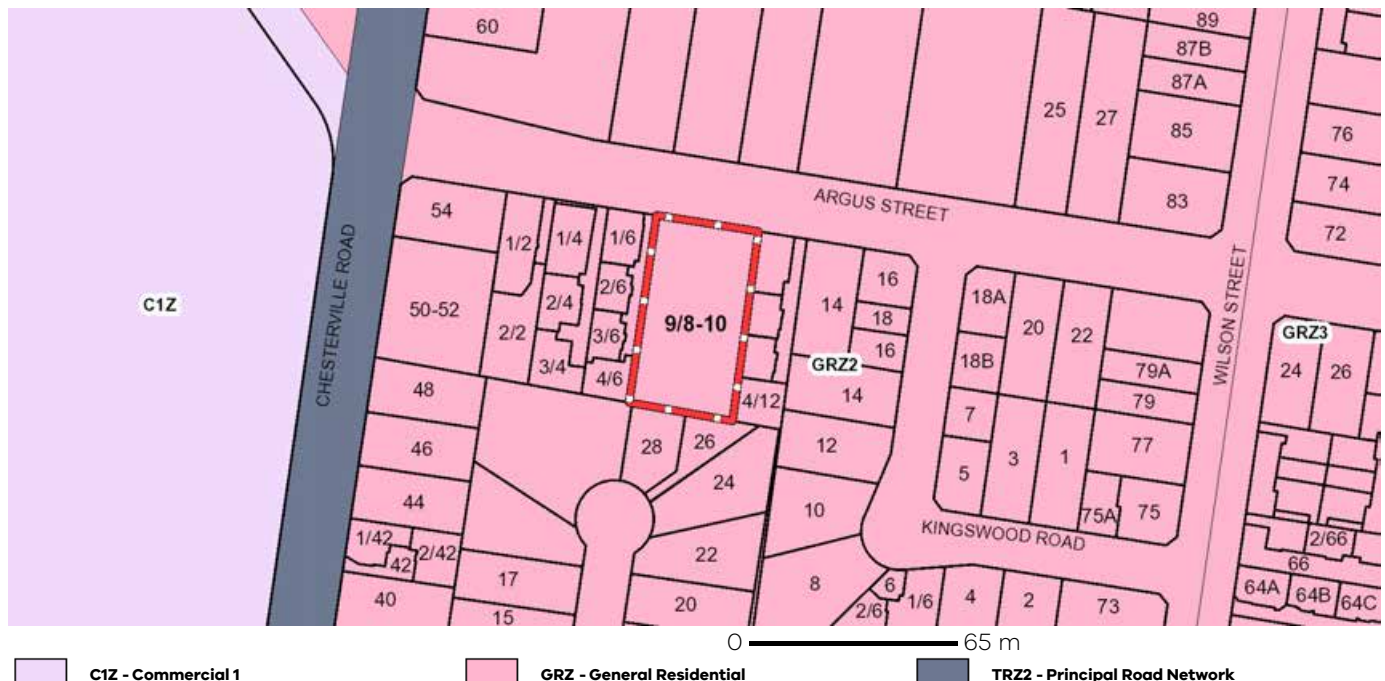
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

INCORPORATED PLAN OVERLAY (IPO)



 IPO - Incorporated Plan Overlay

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.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 12 July 2022.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



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 <https://mapshare.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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

Native Vegetation

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

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Victorian Statewide Conveyancing C/- Triconvey2 (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 422875

NO PROPOSALS. As at the 19th July 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 9, 8-10 ARGUS STREET, CHELTENHAM 3192
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: 19th July 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 65270839 - 65270839103047 '422875'

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully

VICTORIA BODY CORPORATE SERVICES PTY LTD



MADELINE FAWKE
Property Conveyancing

Direct Telephone 8531 8195

Direct Email : occert@vbcs.com.au

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation 8 ARGUS STREET
 8 Argus Street
 Cheltenham 3192

Plan Number: RP930

Vendor Mr R S & Mrs A M Dhillon

Reference

This certificate is issued for Lot 9 on Plan Number RP930 Lot Liability 162 Lot Entitlement 162
 the postal address of which is: 9/8 ARGUS ST,CHELTENHAM VIC 3192

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
See Annexure 'Fees Details'				

Regulation 16(b)

The Administration Fund fees are paid up until 30/09/22
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees Nil
 (Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
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Regulation 16(b)

The Maintenance Fund fees are paid up until
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees Nil
 (Credit shown with -)

3 Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees Nil
 (Credit shown with -)

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees Nil
 (Credit shown with -)

5 Section 151(4)(a)(iii) Other amounts owing
Purpose

<u>Fund</u>	<u>Amount</u>	<u>Due Date</u>	<u>Amount Unpaid</u>
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Interest Rate: 10.00

Interest to Certificate Date: Nil

Daily Interest Accruing: Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 9 On Plan Number RP930

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)	Nil
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- 6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): \$14,392.18
- 10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
- 11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
- 14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil
- 15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: eblood@vbcs.com.au
- 16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil
- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters See Attached 'OTHER MATTERS'

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot

9

On

Plan Number RP930

The Common Seal of Owners Corporation 8 ARGUS STREET PLAN OF SUBDIVISION NO. RP930 was affixed on 21 July 2022 and witnessed by and in the presence of VBCS PTY LTD by its duly authorised officer being a person authorised in accordance with Section 20(1) of the Owners Corporations Act 2006.



Dated: 21 July 2022

Owners Corporation Manager
Richard Eastwood

PP

INSURANCE DETAILS
8 ARGUS STREET

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i>	HU0006062478	3,037,209	08/05/23	14/04/22	5,443.52
CHU	BODY CORPORATE BROKERS				
<i>CONTENTS</i>	HU0006062478	30,372	08/05/22	21/04/21	
CHU	BODY CORPORATE BROKERS				
<i>OFFICE BEARER</i>	HU0006062478	1,000,000	08/05/22	21/04/21	
CHU	BODY CORPORATE BROKERS				
<i>PUBLIC LIABILITY</i>	HU0006062478	20,000,000	08/05/22	21/04/21	
CHU	BODY CORPORATE BROKERS				

Item 10 - Non-Budget Items

GENERAL OWNERS CORPORATION FEES ARE BEING KEPT AT A MINIMUM AND SPECIAL LEVIES ARE BEING RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE COMMITTEE AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE.

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF REPLACEMENT OF THE WEST BOUNDARY FENCE, AND COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 30/6/23 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

SPECIAL LEVIES MAY BE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

Item 11 - Common Property Affected

FOR CONTRACTS REFER ATTACHED SHEET.

Item 22 - Other Matters

THIS CERTIFICATE INCORPORATES AN ACCESSORY UNIT.

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

AT THE 2015 AGM IT WAS RESOLVED THAT THE OWNERS CORPORATION WOULD APPLY THE BENEFIT PRINCIPLE WHERE NEIGHBOURING OWNERS WISHED TO REPLACE THE DIVIDING FENCE BETWEEN UNITS AT 8 ARGUS STREET.

OWNERS CORPORATION CERTIFICATE (Continued)

Name of Owners Corporation	8 ARGUS STREET
Lot No.	9 on Plan No RP930

ANNEXURE - LEVY DETAILS

[illegible]

CONTRACTS REGISTER

Plan of Subdivision No. RP930

Contractor Name and Address VBCS	Details of Duties	Delegated Powers	Basis of Remuneration 3069.36
Commencement Date	17/10/16	Termination Date	
Term of Contract	2 YEARS	Finance	
Options		Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

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MT : EB

OWNERS CORPORATION PLAN NO. 930

8 ARGUS STREET, CHELTENHAM

NOTICE TO OWNERS

We refer to the recent Annual General Meeting scheduled on TUESDAY 28TH SEPTEMBER 2021 at 5:30PM and advise that as no members attended it was not possible for the meeting to commence. We advise the following:

1. An amount of \$ 14,500.00, including GST, if applicable, will be raised to meet anticipated expenses of the Owners Corporation for current financial year ending 30/06/2022.

This amount will be levied by **NOTICE** from the Manager **QUARTERLY IN ADVANCE FROM THE 1ST of JULY** as Fees per unit as follows :

LOT NO	<u>01/07/21 to 30/09/21</u> <u>01/10/21 to 31/12/21</u>	<u>01/01/22 to 31/03/22</u> <u>01/04/22 to 30/06/22</u>	<u>01/07/22 to 30/09/22</u>
1	\$263.38	\$347.67	\$305.52
2	\$288.30	\$380.55	\$334.42
3	\$288.30	\$380.55	\$334.42
4	\$288.30	\$380.55	\$334.42
5	\$217.11	\$286.59	\$251.85
6	\$217.11	\$286.59	\$251.85
7	\$217.11	\$286.59	\$251.85
8	\$217.11	\$286.59	\$251.85
9	\$288.30	\$380.55	\$334.42
10	\$288.30	\$380.55	\$334.42
11	\$288.30	\$380.55	\$334.42
12	\$263.38	\$347.67	\$305.52
TOTAL	\$3,125.00	\$4,125.00	\$3,624.96

2. The insurance cover, as per the attached schedule in the Notice of Annual General Meeting, be followed with the current Insurer.

Whilst we recognise that owners may be happy with the way the Owners Corporation is being conducted and that the common property, (for which the Owners Corporation is responsible) is being maintained at a level that meets your satisfaction, we invite you to make any recommendations regarding the repairs and maintenance of the common property, for the Committee's consideration.

It is part of our company goals at Victoria Body Corporate Services Pty Ltd to work closely with all owners to protect one of your most valuable assets, be it your home or investment.

We look forward to supporting your endeavours in maintaining your property.

OWNERS CORPORATION PLAN NO. 930



MANISH TEJI
Community Manager

Direct Telephone : 8531 8104
Email : mteji@vbcs.com.au

30 November 2021

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

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**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION
YOU SHOULD SEEK EXPERT ADVICE.

Plan of Subdivision No. RP930

ABN 46 708 168 090

STATEMENT

Transfer Date:
14/09/18

Mr R S & Mrs A M Dhillon
21 Mclvor Street
CHELTENHAM VIC 3192

Statement Period			
01 Jul 21 to 21 Jul 22			
A/c No	9	Lot No	9
Page Number	1 of 1	Unit No	9

Date	Type	Details	Reference	Debit	Credit	Balance
01/07/21	Admin Fund	Brought forward	I0010418			0.00
06/07/21	Receipt	01/07/21 To 30/09/21	R0010395	288.30		288.30
03/09/21	Admin Fund	Admin Fund	I0010430		288.30	0.00
01/10/21	Receipt	01/10/21 To 31/12/21	R0010404	288.30		288.30
04/12/21	Admin Fund	Admin Fund	I0010442		288.30	0.00
05/01/22	Receipt	01/01/22 To 31/03/22	R0010413	380.55		380.55
02/03/22	Admin Fund	Admin Fund	I0010454		380.55	0.00
22/03/22	Receipt	01/04/22 To 30/06/22	R0010427	380.55		380.55
03/06/22	Admin Fund	Admin Fund	I0010466		380.55	0.00
04/07/22	Receipt	01/07/22 To 30/09/22	R0010440	334.42		334.42
		Admin Fund			334.42	0.00
				\$1,672.12	\$1,672.12	Nil
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	
0.00	0.00	0.00	0.00	0.00	Nil	
				Date Paid	Amount Paid	



Tel: 1300 552 311
Ref: 1509 6365 7

Telephone: Call this number to pay by credit card using a land line or mobile phone. International +613 8648 0158



www.stratamax.com.au
Ref: 1509 6365 7

Internet: Visit this website to make a secure credit card payment over the internet.



Tel: 1300 552 311
Ref: 1509 6365 7

Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.



StrataPay Reference No.

1509 6365 7

Due Date

Amount

\$0.00

Account Reference
9/9 930/1000000009
Reference Name
DHILLON R S & A M



Bill Code: 96503
Ref: 301971693 1000 0000 094

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.



In Person: Pay in-store at Australia Post by cheque or EFTPOS



Mail: Send this payment with your cheque to:
DEFT, GPO Box 2174
MELBOURNE VIC 3001

Make cheques payable to:
OCP 930
8 ARGUS STREET
CHELTENHAM 3192



DEFT Reference Number
301971693 1000 0000 094

Managed by
VBACS PTY LTD
Account
OCP 930
8 ARGUS STREET
CHELTENHAM 3192



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RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

LEASE AGREEMENT

THIS agreement is made on the 22 January 2021 at Bayside Living Real Estate Pty Ltd Suite 1, 151 Park Road, Cheltenham 3192

BETWEEN (LANDLORD)

Rishi & Anita Dhillon

Whose AGENT is

Bayside Living Real Estate Pty Ltd (ABN 58 932 878 948)
trading as Greg Hocking Bayside Living
Suite 1, 151 Park Road, Cheltenham 3192
Telephone: (03) 9585 8899 Facsimile: (03) 9585 8811
Email: rentals2.baysideliving@greghocking.com.au

AND (TENANT/S)

Yvonne & Brendan Sloan
9/8-10 Argus Street, Cheltenham VIC 3192

1. PREMISES

The LANDLORD lets the premises known 9/8-10 Argus Street, Cheltenham VIC 3192 (together with these items indicated in the schedule) *Strike out if not applicable.

2. RENT

The rental amount is \$1,739.00 and the date the rent payment is due is the 25th of every month.

Pay Period: Monthly

Place of payment: PAYMENT VIA DIRECT DEBIT

The TENANT acknowledges that due to bank processing times, payments made via Payment Gateway are required to be paid 3 business days prior to the due date.

The TENANT acknowledges that should your Rental Payment default you will be charged an additional fee of \$15.00 from your nominated Direct Debit account. The TENANT must ensure that the rental payment and the additional dishonour fee of \$15.00 be available within 24 hours.

3. BOND

The TENANT must pay a bond of \$1,739.00 to the LANDLORD/AGENT at least one week prior to the starting date of the lease.

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

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

NAME: Yvonne Sloan AMOUNT: \$ _____

NAME: _____ AMOUNT: \$ _____

X. Y.S.
Initial by the Tenants

If the TENANT does not receive a bond receipt from the **Residential Tenancies Bond Authority** within 15 business days of paying a bond, the TENANT should contact the **Residential Tenancies Bond Authority** on 1300 137 164.

4. PERIOD

- (a) The period of the agreement is **12 months**

Commencing on the **25/01/2021**

And ending on the **24/01/2022**

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

OR

- (b) The agreement will commence from the _____ day of _____, 20_____

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

4A. CONSENT TO ELECTRONIC SERVICE:

Express Consent to the TENANT

The **LANDLORD Consents** to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at the **LANDLORD'S** email address on page 1 of this agreement

Express Consent to the LANDLORD (Check one box only)

The TENANT Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:	<input type="checkbox"/>
Email address: _____	

OR

The TENANT Does Not Consent to the electronic service of notices and other documents.	<input type="checkbox"/>
--	--------------------------

Inferred Consent

If the TENANT has not consented to electronic service under clause 4A, the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

Change of Electronic Address

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

Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

X.....
Initial by the Tenants

5. CONDITION OF PREMISES

The LANDLORD must:

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

6. DAMAGE TO THE PREMISES

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

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.
- (c) It is the TENANT'S responsibility to inform the AGENT when the spouting (or guttering) on the property becomes full during the term of the tenancy.
- (d) The TENANT must ensure that the exhaust fan covers are kept clean and free of dust at all times to prevent the motor from overheating and burning out.
- (e) The TENANT must ensure that grouting in showers is cleaned regularly to prevent the discoloration of the grouting colour.
- (f) The TENANT must ensure that the filters on the range hood are cleaned regularly to prevent oil and grease build up.

8. USE OF PREMISES

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

9. QUIET ENJOYMENT

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

x. Y.S.
Initial by the Tenants

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD'S consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.
- (c) The TENANT confirms that x2 persons will reside at the property.

11. RESIDENTIAL TENANCIES ACT 1997

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

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

* **Schedule of items (See Clause 1)** (*Strike out if there are not items)

Additional Terms

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms provisions in Part 2-3 of the **Australian Consumer Law (Victoria)** and under the **Australian Consumer Law and Fair Trading Act 2012 (Vic.)**. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

x.....
Initial by the Tenants

URGENT REPAIRS ONLY

For URGENT REPAIRS ONLY all tenants must attempt to contact the office first. If urgent repairs occur on the weekend or after hours and your property manager is not available you may refer to the following list of approved tradespeople ONLY if the repair fits into the list of urgent repairs set out in the **Residential Tenancies Act 1997**.

Greg Hocking Bayside Living has authority to authorise **URGENT REPAIRS ONLY** up to the amount of **\$1,800.00** incl. GST.

"Urgent Repairs" entails any work necessary to repair or remedy:

A burst water service, a blocked or broken lavatory system, a serious roof leak, a gas leak, a dangerous electrical fault, flooding or serious flood damage, serious storm or fire damage, failure or breakdown of any essential service or appliance provided for water, hot water, cooking, heating and/or laundering, any fault or damage that makes the rented premises unsafe or insecure, a serious fault in a lift or staircase:

You MUST notify the office the next business day of the repairs. In the event the cause of the repair was due to the TENANT'S misuse or incorrect use, the TENANT will be liable for this expense:

PLUMBER/GAS PLUMBER	Local Pro Pty Ltd	0430 203 020
ELECTRICIAN	Leigh Birch Electrical	0409 932 699
LOCKSMITH	Coady's Security and Maintenance	0433 124 113

***Please read this important advice about writing:** *in this agreement and in these additional terms, the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the **Residential Tenancies Regulations** or some other legislation must be used. These are examples of "writing":*

- *an email*
- *a facsimile*
- *a letter*

Before the TENANT uses an electronic means to send a message or document to the LANDLORD, the TENANT must check clause 4A to see if the LANDLORD has consented to the electronic service of notices or other documents. If the LANDLORD has so consented, the TENANT must go on to check if the LANDLORD has provided another email address to the one in clause 4A or if the LANDLORD has withdrawn the LANDLORD'S consent. If the TENANT can give the LANDLORD a notice or other document by electronic service the TENANT must also check to see if the TENANT needs to use email. If the LANDLORD has not given, or has withdrawn, the LANDLORD'S consent to receive notices or other documents by electronic means, the TENANT will need to use the post or delivery by hand to serve the LANDLORD with notices or other documents.

x..... 
Initial by the Tenants

12. INSTALLATION OF GOODS, FIXTURES, MAKING ALTERATIONS, RENOVATIONS, OR ADDITIONS TO THE PREMISES

The TENANT must not install any fixtures or make any alterations, renovations, or additions to the premises without first obtaining the LANDLORD'S written consent. Consent is at the LANDLORD'S absolute discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the TENANT must comply with section 64(2) of the **Residential Tenancies Act 1997**. The TENANT cannot use a telephone call or an SMS message to ask the LANDLORD for permission for alterations, additions or renovations. The TENANT'S obligations under this clause 12 are in addition to the TENANT'S obligations under clause 19.

Examples of items requiring the LANDLORD'S prior written consent include, but are not limited to cabling, fasteners, adhesives, power points, light fittings heaters, air conditioners, dishwashers, in - ground and above ground pools, blow up and inflatable pools, spas, safety barriers, fences, gates, awnings, blinds, sheds, antennas, dishes, signs, painting, tiling, landscaping, screening, and paving. This is not a complete list and is provided to the TENANT as a guide only. (The TENANT can read section 64(2) of the **Residential Tenancies Act 1997** on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)

The TENANT hereby agrees not to place plants in pots on any carpeted area within the premises.

13. ANCILLARY OR OTHER USE OF THE PREMISES

13.1 The TENANT must primarily use the premises as the TENANT'S residence and must not use the premises for any other purpose without the LANDLORD'S written consent. If the TENANT wants to use the premises as a residence and for any other ancillary purpose (including but not limited to using the premises as a home office), the TENANT must first obtain the LANDLORD'S written consent. Consent is at the LANDLORD'S absolute discretion. If consent is given it may subject to one or more reasonable conditions and, before this agreement ends or terminates the TENANT must comply with section 64(2) of the **Residential Tenancies Act 1997**. The TENANT cannot use a telephone call or an SMS message to ask the LANDLORD for permission under this clause 13.1.

13.2 Without limiting the generality of clause 13.1, the TENANT must first obtain the LANDLORD'S written consent if the TENANT proposes to enter into a licence agreement or to part with occupation of the premises, or a part of the premises, to provide residential accommodation for a fee or other benefit whether through Airbnb or otherwise. Consent is at the LANDLORD'S absolute discretion. If consent is given it may subject to one or more reasonable conditions and, before this agreement ends or terminates the TENANT must comply with section 64(2) of the **Residential Tenancies Act 1997**. The TENANT cannot use a telephone call or an SMS message to ask the LANDLORD for permission under this clause 13.2.

14. UTILITY AND TELECOMMUNICATIONS CHARGES

14.1 The LANDLORD is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

14.2 The TENANT is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" the click on "Victorian Law Today" and follow the prompts).

x.....
Initial by the Tenants

- 14.3 If a service is damaged or disconnected because of the fault of the LANDLORD or the AGENT or the fault of their contractors the LANDLORD must have the service repaired or reconnected and pay the expense of doing so.
- 14.4 If a service is damaged or disconnected because of the fault of the TENANT or any person the TENANT has allowed or permitted to be on the premises, the TENANT must have the service repaired or reconnected and pay the expense of doing so.
- 14.5 If the TENANT disconnects or changes the supplier of a service, the TENANT must pay any expense in connection with having the service disconnected and another service connected.
- 14.6 Notwithstanding any other provision in this clause 14 or in this agreement, where a telephone line is not connected to the premises at the commencement of this agreement, the TENANT is liable for the costs and charges incurred in respect of the initial connection of a telephone line to the premises.

15. LANDLORD INSURANCE

- 15.1 The TENANT will not knowingly do or allow anything to be done on the premises that may invalidate the LANDLORD'S insurance policies or result in the premiums being increase above the normal rate. The TENANT does not have to comply with this obligation until provided with a copy of the LANDLORD'S insurance premium.
- 15.2 The TENANT agrees to pay to the LANDLORD any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the TENANT or by a person the TENANT has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the LANDLORD, the AGENT, or their contractors.
- 15.3 The TENANT acknowledges that the LANDLORD'S insurance policies do not provide cover for the TENANT'S possessions. (Note: it is strongly recommended the TENANT takes out contents insurance to adequately cover his/her possessions.)

16. LIGHT GLOBES AND FLUORESCENT TUBES

The TENANT must replace all damaged, defective or broken light globes, spotlights, and/or fluorescent tubes (including starters) at the premises during the term, at the TENANT'S expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the LANDLORD, the AGENT or their contractors. If the TENANT needs to use a ladder or other equipment to comply with the TENANT'S obligations under this clause 16, the LANDLORD recommends that the TENANT engage a tradesman to do the work at the TENANT'S cost to avoid the possibility of the TENANT falling, being injured or both.

17. TENANT TO ADVISE LANDLORD OF DEFECTS

The TENANT must notify the LANDLORD or AGENT as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

x.....
Initial by the Tenants

18. DAMAGE TO THE PREMISES

- 18.1 The TENANT must take reasonable measures to ensure that anyone the TENANT has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the LANDLORD, the AGENT or their contractors.
- 18.2 The TENANT must as soon as practicable notify the LANDLORD or the AGENT of any blockages or defects in drains, water services, or sanitary systems irrespective of the cause of the blockage or defect. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The TENANT must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the TENANT or a person the TENANT has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the LANDLORD, the AGENT or their contractors.
- 18.3 The TENANT will indemnify the LANDLORD for any loss or damage caused to the premises by the TENANT or a person the TENANT has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the LANDLORD, the AGENT or their contractors.
- 18.4 The TENANT will indemnify the LANDLORD against liability for death, injury or loss sustained by any person or a person's property to the extent the liability for such death injury or loss is caused by the negligence of the TENANT or the negligence of a person the TENANT has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the LANDLORD, the AGENT or their contractors.

19. FASTENERS, ANTENNAS AND SIGNS

The TENANT must obtain the LANDLORD'S or the AGENT'S written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The LANDLORD'S or AGENTS consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The LANDLORD'S or the AGENT'S consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the item affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that item.

20. SMOKE DETECTORS AND HEATERS

- 20.1 The TENANT must conduct regular checks to ensure smoke detectors are in proper working order, if the LANDLORD, the AGENT, or their contractors provides information to the TENANT about how to conduct a check. (Note regular checks are a requirement for the safety of occupants and security of the rented premises.)
- 20.2 The TENANT must as soon as practicable, and preferably within 24 hours, notify the LANDLORD or the AGENT if a smoke detector or heater is not in proper working order.
- 20.3 The TENANT must either:
- (a) replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the term or periodic tenancy; or
 - (b) notify the LANDLORD or the AGENT as soon as practicable, and preferably within 24 hours if a smoke detector makes a sound indicating the battery needs to be replaced.

x.....
Initial by the Tenants

- 20.4 Replacement smoke detector batteries must be new, of a reputable brand and have suitable durability.

21. FLAMMABLE LIQUIDS, KEROSENE HEATERS AND VEHICLE AND BOAT REPAIRS

- 21.1 The TENANT must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.
- 21.2 The TENANT must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.
- 21.3 The TENANT must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

22. STORAGE AND REMOVAL OF WASTE AND RUBBISH

The TENANT must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The TENANT must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

23. WASHING

If the TENANT hangs washing outside or airs articles. The clothes line (if any) provided with the premises must be used. The TENANT must not hang washing or air articles on common property, unless facilities for doing so are provided for the TENANT'S use. The TENANT must use the facilities in the manner required by the owners' corporation.

The TENANT must turn the washing machine taps off when not in use to prevent possible flooding.

24. GARDEN

- 24.1 The TENANT will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions permitting). When watering, the TENANT must comply with restrictions, if any.
- 24.2 If the garden is watered by a watering system and/or via tank water, the TENANT will maintain the system and/or tank(s) in the state of repair or condition it or they were in at the start of the tenancy (fair wear and tear excepted). The TENANT is not required to repair damage caused by the LANDLORD, the AGENT, or their contractors.

25. PETS

The TENANT must not keep any animal, bird or other pet on the premises without first obtaining the written permission of the LANDLORD or the AGENT (please refer to your pet clause letter). Permission will not be unreasonably withheld. In giving permission, the LANDLORD or the AGENT may impose reasonable conditions including exercise. It is not unreasonable for the LANDLORD or the AGENT to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

X.....
Initial by the Tenants

26. SWIMMING POOL AND SPA

The TENANT must ensure that all gates to any swimming pool or spa area are closed at all times, except when any person is entering or leaving the area. The TENANT must notify the LANDLORD or the AGENT immediately if there are any faults with the fences, doors or gates to the swimming pool or spa.

27. CHANGES IN OCCUPATION OF THE PREMISES

27.1 If during the term of the tenancy the TENANT proposes to change the people in occupation of the premises, the TENANT must as soon as practicable notify the LANDLORD or the AGENT in writing and obtain the LANDLORD'S consent to the proposed change in compliance with clause 10. The TENANT cannot use a telephone call or an SMS message to obtain the LANDLORD'S consent. The LANDLORD must not demand or receive any fee or payment for providing the LANDLORD'S consent to the proposed change. The TENANT acknowledges and agrees that the AGENT will charge the TENANT an administrative transfer fee of **\$100.00** to cover the AGENT'S costs of documenting the change and of doing all things necessary to give effect to the change.

27.2 If the TENANT assigns the tenancy or sub-lets, contrary to clause 10, or if the TENANT abandons the premises or cancels the tenancy without having obtained the LANDLORD'S prior written consent, the TENANT may be required to reimburse the LANDLORD'S re-letting expenses, including:

27.2.1 a pro-rata letting fee;

27.2.2 advertising or marketing expenses incurred;

27.2.3 rental data base checks on applicants;

27.2.4 rent in respect of the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

27.3 the TENANT'S obligations to pay the LANDLORD'S re-letting expenses is dependent upon the LANDLORD taking reasonable steps to mitigate any loss arising from the TENANT'S default.

28. SMOKING

28.1 The TENANT acknowledges that no smoking is permitted in or on the premises (including any garden) at any time.

28.2 If the tenant, the TENANT'S guests, the TENANT'S visitors or occupants of the premises smoke in or on the premises, the TENANT agrees and acknowledges that any discoloration, residual odors and/or smoke damage must be rectified (which may, at the LANDLORD'S absolute discretion, include but is not limited to deodorizing, sanitizing and/or steam or dry cleaning all carpets, drapes, window furnishings and the washing of all walls) to the LANDLORD'S reasonable satisfaction and at the TENANT'S expense upon the TENANT vacating the premises.

28.3 If the TENANT smokes on any common property, on any common areas relating to the premises or on any area adjacent to the premises (to the extent smoking in these areas may be lawful and permitted), the TENANT must ensure that cigarette butts and all other rubbish are disposed of properly in receptacles designed for the purpose and not dropped on the floor or on the ground.

X.....
Initial by the Tenants

29. TENANT INTENDING TO LEAVE WHEN THE LEASE ENDS

If the TENANT intends to vacate the premises at the end of the tenancy, written notice of the TENANT'S intention to vacate must be given to the LANDLORD or the AGENT not less than 28 days before the tenancy comes to an end or after the lease has expired. The TENANT cannot use a telephone call or an SMS message to do this.

The TENANT is responsible to redirect his/her mail at the end of the tenancy.

30. RETURN OF KEYS AND OBLIGATIONS TO PAY RENT

The TENANT must return all keys of the premises to the LANDLORD or the AGENT when the TENANT vacates the premises. The TENANT'S obligation to pay the rent continues until the time the keys are returned, subject to the LANDLORD taking reasonable steps to mitigate any loss by attempting to re-let the premises.

31. TENANT REMAINING IN POSSESSION AFTER THE TENANCY ENDS

If the TENANT remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the TENANT must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day in which the TENANT gives notice to the LANDLORD or the AGENT. The TENANT cannot use a telephone call or an SMS message to do this.

32. LANDLORD REQUIRING THE PREMISES WHEN THE LEASE ENDS

If the LANDLORD requires possession of the premises when the lease ends, the LANDLORD will give the TENANT a notice in the manner required by the **Residential Tenancies Act 1997**.

33. CHANGING LOCKS AND ALARM CODE

33.1 The TENANT may change the locks of the premises. If the TENANT changes the locks, the TENANT must give the LANDLORD or the AGENT duplicate keys to the changed locks as soon as practicable.

33.2 The TENANT may change the code of an alarm at the premises. If the code is changed, the TENANT must advise the LANDLORD or the AGENT of the changed code as soon as practicable. The TENANT cannot use a telephone call or an SMS message to do this.

33.3 The TENANT is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid.

34. "FOR LEASE" SIGNS

The TENANT will allow the LANDLORD or the AGENT to erect a "For Lease" sign on the premises during the last month of the tenancy. A sign must be positioned so as to not to interfere with the TENANT'S quiet enjoyment of the premises.

X.....
Initial by the Tenants

35. "AUCTION" AND "FOR SALE" SIGNS

The TENANT will allow the LANDLORD or the AGENT to erect an "Auction" or a "For Sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the TENANT'S quiet enjoyment of the premises.

36. OWNERS CORPORATION RULES

36.1 The rules of any owners' corporation affecting the premises are attached to this agreement.

36.2 The TENANT will comply with the rules of the owners' corporation or any rules amending or superseding these rules provided the amending or superseding rules are provided to the tenant.

36.3 The TENANT is not obliged to contribute to the owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the LANDLORD.

37. IMPROPER ACTIVATION OF SYSTEMS BY TENANT

Should the TENANT activate the fire alarm or sprinkler system or any other emergency services related system servicing the premises improperly, or for any reason other than for a fire or for a legitimate emergency (together an **Improper Activation**), then the TENANT agrees that the TENANT will be responsible for all associated charges incurred by the LANDLORD as a consequence of the Improper Activation. The TENANT acknowledges and agrees that any decision of the owners' corporation made in good faith on whether the TENANT is responsible for an Improper Activation is conclusive of the issue in the absence of manifest error and that the associated charges attributable to an Improper Activation may be substantial. Without limiting the generality of the foregoing the TENANT further acknowledges and agrees that the associated charges may include charges for cleanup, replacement furniture and fittings, personal belongings and call out fees charged by the metropolitan fire brigade and charges levied by any owners corporation.

38. TENANT ENDING THE TENANCY EARLY

Should the TENANT desire to vacate the premises and end the tenancy early before the expiry of the tenancy, the TENANT must:

- (a) immediately inform the AGENT of the TENANT'S desire and request to end the tenancy early in writing and request the AGENT to find an acceptable person or persons who will enter into and execute a new lease of the premises (the TENANT cannot use a telephone call or an SMS message to do this);
- (b) continue to pay rent in accordance with this agreement until the commencement of any new lease of the premises;
- (c) pay the differential or shortfall in rent if the new lease of the premises re-lets the premises at a lower rent;
- (d) pay the AGENT a re-letting fee equal to **THE MANAGING AUTHORITY – PRO RATA** under the new lease of the premises plus GST;
- (e) pay all advertising costs incurred by the LANDLORD to re-let the premises (estimated at, but not limited to, \$300.00 including GST);
- (f) pay all National Tenancy Database costs incurred by the LANDLORD to re-let the premises; and

X.....
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- (g) after the LANDLORD has consented to the TENANT'S request to end the tenancy early, to vacate the premises leaving the premises clean and undamaged.

39. TENANT CANNOT USE BOND MONEY TO PAY RENT

- 39.1 The TENANT acknowledges the **Residential Tenancies Act 1997** provides the TENANT may not refuse to pay rent on the grounds a TENANT intends to regard the bond as rent paid in respect of the premises.
- 39.2 The TENANT further acknowledges the **Residential Tenancies Act 1997** permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

40. TENANT REIMBURSEMENT: LATE OR NON PAYMENT

- 40.1 If the TENANT fails to make a payment under the terms of this agreement on the due date for payment and the LANDLORD and/or the AGENT incurs fees and/or charges as a consequence of that failure, the TENANT will reimburse the LANDLORD and/or the AGENT the full amount of those fees and/or charges, on demand.
- 40.2 For the purpose of clause 40.1 'fees and/or charges' includes additional interest (if any) paid or payable by the LANDLORD and/or the AGENT to an authorized deposit-taking institution, financier, service provider, or contractor. "Authorised deposit- taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

41. RECEIPT OF CONDITION REPORT/WRITTEN STATEMENT OF RIGHTS AND DUTIES OF A LANDLORD AND TENANT

The TENANT acknowledges having received before entering into occupation of the premises:

- 41.1 two copies of a condition report signed by or on behalf of the LANDLORD; and
- 41.2 a written statement setting out the rights and duties of a LANDLORD and TENANT under a tenancy agreement ("Renting a home A guide for tenants and LANDLORD s"); and
- 41.3 a written statement in the form required by section 66 of the **Residential Tenancies Act 1997**.

42. MOULD GROWTH IN HOMES

Mould growth on ceilings and walls of homes is basically due to the presence of excessive moisture or humid atmosphere generated from within the house.

The rooms that contribute most to the problem are obviously the kitchen, laundry and bathroom by the generation of steam. Moisture vapour and steam in these rooms are best controlled by the use of efficient exhaust fans.

However, bedrooms also suffer, particularly in winter, by the generation of moist atmosphere simply by breathing.

Visible condensation is not essential for the creating of mould in bedrooms, where vapour from breathing forms moisture on cold walls and ceilings, which is enough to generate mould growth. Here adequate ventilation or good airflow from windows is very important to assist in drying walls and ceilings. Natural heating from sunlight throughout windows also helps to lift wall temperatures.

Heating the living room with the doors closed and then opening the doors when going to bed can add to mould problems in the cold bedrooms. Steady heat in all the rooms for longer periods is better than short bursts of heat.

x. Y.S.
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Should the mould occur, wash down the affected areas with a solution of 2 parts water and 1 part proprietary household white vinegar. Care should be taken to protect skin by the use of gloves and protecting clothing.

The solution may also remove colour from wall paper, so please speak to your property manager before proceeding.

Mould in most cases and particularly in winter is an environmental problem and although washing down will assist in mould control, the problem will return unless the general use of the environment that causes the problem is corrected

HELPFUL HINTS AND CHECK LIST

- Isolate or vent clothes dryer to exhaust externally
- Use of exhaust fans in wet areas if available
- Increase heating generally, or to effected areas
- Ensure internal wall ventilators are not blocked
- Make sure rooms are well ventilated
- Open and air the property as much as possible
- Open blinds and curtains to allow entry of natural sunlight

42. **ROUTINE INSPECTIONS**

The TENANT acknowledges the first routine inspection is conducted at 3 months and then every 6 months thereafter. To assist our office in reporting to the owner, we will be taking internal and external photos of the property at each inspections.

43. **SPECIAL CONDITIONS**

The TENANT acknowledges that water usage is a separate charge and will be invoiced every quarter by the Real Estate Agent with payment to be reimbursed to the owner.

I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD ALL OF THE ABOVE CLAUSES:

x Yvonne Sloan
SIGNED BY THE TENANT/S:

x 25.1.21
DATE:

x [Signature]
SIGNED ON BEHALF OF LANDLORD BY
AGENT

x 25/01/2021
DATE:

x Y.S.
Initial by the Tenants

Due Diligence Checklist

What you need to know before buying a residential property

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

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