

SECTION 32 STATEMENT

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

Vendor:	Nadia Anne Rixon
Property:	Unit 2 28 Upper Skene Street NEWTOWN VIC 3220



CAMEO
CONVEYANCING
GEELONG PTY LTD

153 Melbourne Road
PO Box 8086
RIPPLESIDE VIC 3215
DX 22079 GEELONG
Tel: 03 5272 1160
Fax: 03 5272 1162
Email: rachel@cameogeelong.com
Ref: RK/18/1482

SECTION 32 STATEMENT

Unit 2 28 Upper Skene Street NEWTOWN VIC 3220

32A FINANCIAL MATTERS

- (a) 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
Barwon Water	\$179.53	Per quarter
Greater Geelong City Council	\$1,127.65	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 \$3,500.00

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.

- (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*.

SECTION 32 STATEMENT

Unit 2 28 Upper Skene Street NEWTOWN VIC 3220

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: City of Greater Geelong
Responsible Authority: City of Greater Geelong
Zoning: As attached
Planning Overlay/s: As attached

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)

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	Not 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.

SECTION 32 STATEMENT
Unit 2 28 Upper Skene Street NEWTOWN VIC 3220

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

DATE OF THIS STATEMENT

4 / 9 /20 18

Name of the Vendor

Nadia Anne Rixon

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*.

Register Search Statement - Volume 9390 Folio 627

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 09390 FOLIO 627

Security no : 124072682544N

Produced 02/07/2018 05:52 pm

LAND DESCRIPTION

Unit 2 on Strata Plan 015308 and an undivided share in the common property for the time being described on the plan.
PARENT TITLE Volume 09254 Folio 883

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

NADIA ANNE RIXON of UNIT 2 28 UPPER SKENE ST NEWTOWN 3220
U773902E 16/05/1997

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH150201T 10/04/2010

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 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 RP015308 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 28 UPPER SKENE STREET NEWTOWN VIC 3220

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP015308

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 02/07/2018, for Order Number 51908352. Your reference: RK/18/1482 Rixon.**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

80308

RP1 5308

H701702

K.

PLAN OF STRATA SUBDIVISION

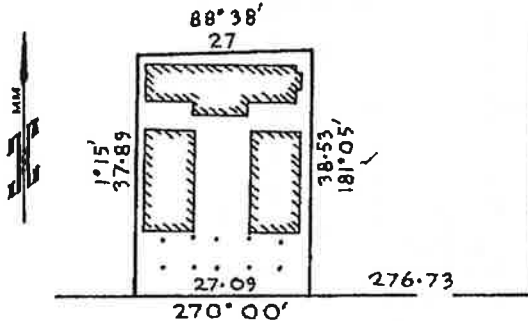
THE PARCEL — The whole of the land described in Certificate of Title Volume 9254 Folio 883 being part of Crown PORTION 4 SECTION 10 Parish of MOORPARANYAL County of GRANT
POSTAL ADDRESS OF BUILDINGS —
28 UPPER SKENE STREET
NEWTOWN 3220
FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT

REGISTERED

R.P 15308

TIME 8:55

DATE 17-9-80.



SHANNON AVENUE

UPPER SKENE STREET



LENGTHS ARE IN METRES

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

SURVEYOR'S CERTIFICATE

I, THOMAS RALPH WARREN
OF 115 YARRA STREET GEELONG 3220
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 the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the 8TH day of MAY 1979 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature *TR Warren* Date 16-5-79

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1).
Strata Title Act 1967
THE COUNCIL OF THE CITY OF NEWTOWN
HEREBY CONSENTS TO THE SUBDIVISION OF LAND SHOWN ON THIS PLAN IN WITNESS WHEREOF THE SEAL OF THE MUNICIPALITY HAS BEEN AFFIXED.
DATED THIS 25TH DAY OF July 1979
Handwritten signature MAYOR
Handwritten signature COUNCILLOR
Handwritten signature TOWN CLERK

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

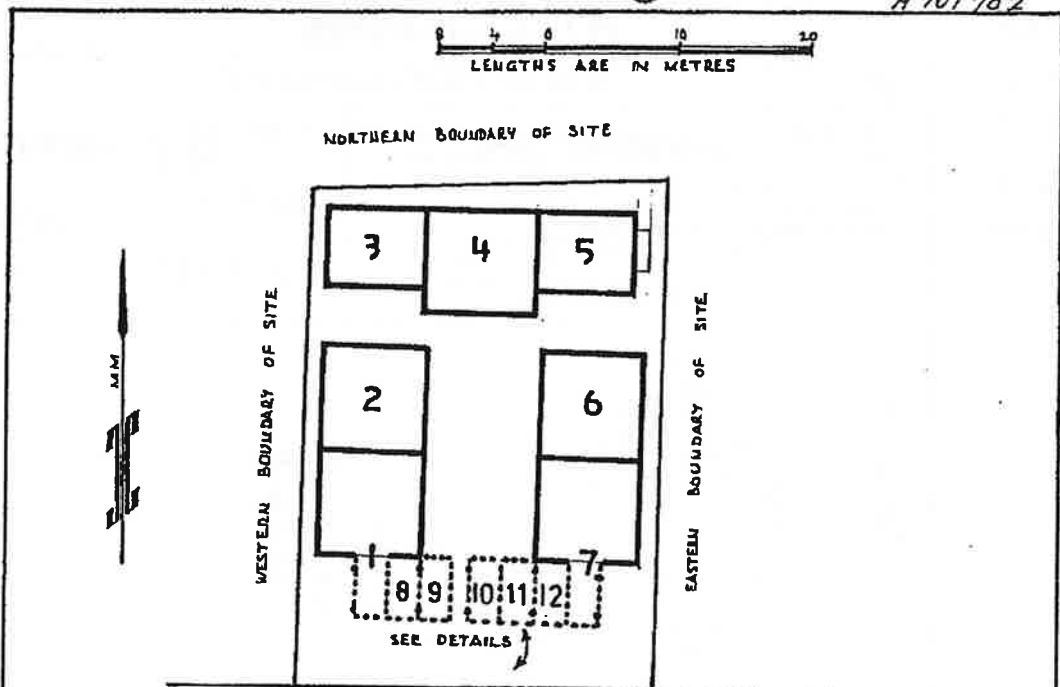
FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

Handwritten signature
Licensed Surveyor

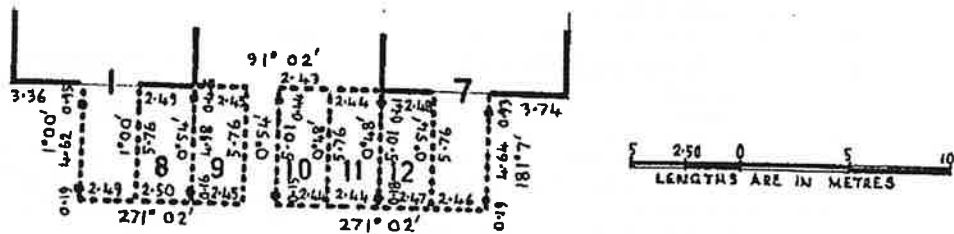
SHEET 1 OF 2 SHEETS

RP15308

H 701 702



UPPER SKENE STREET



LEGEND.

THE BUILDINGS IN THE PARCEL PARTS OF WHICH ARE CONTAINED IN UNITS 1,2,3,4,5,6,7,8,9,10,11 & 12 ARE SINGLE STOREY BUILDINGS. ✓

THE UPPER BOUNDARY OF EACH OF UNITS 1,2,3,4,5,6,7,8,9,10,11 & 12 IS 8 METRES ABOVE THAT PART OF THE SITE WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE DIAGRAM ON THIS SHEET.

THE LOWER BOUNDARY OF EACH OF UNITS 1,2,3,4,5,6,7,8,9,10,11 & 12 IS 2 METRES BELOW THAT PART OF THE SITE. ✓

UNITS 8,9,10,11 & 12 ARE ACCESSORY UNITS. ✓

THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND CONTAINED IN UNITS 1,2,3,4,5,6,7,8,9,10,11 & 12.

J. H. H. L.S.

SHEET 2 OF 2 SHEETS



THOMS & PARTNERS PTY. LIMITED
 LICENSED SURVEYORS : CONSULTING ENGINEERS : PLANNERS & DESIGNERS
 115 YARRA STREET, DEE LONG, VIC. 3089
 Telephone: (052) 93147

REF. 4797



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Produced: 02/07/2018 05:57:21 PM

OWNERS CORPORATION
PLAN NO. RP015308

The land in RP015308 is affected by 1 Owners Corporation(s)

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

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
123 CHURCH STREET HAWTHORN VIC 3122

AL262152U 30/07/2014

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
Unit 1	15	15
Unit 2	14	14
Unit 3	14	14
Unit 4	14	14
Unit 5	14	14
Unit 6	14	14
Unit 7	15	15



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/07/2018 05:57:21 PM

OWNERS CORPORATION
PLAN NO. RP015308

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Unit 8	1	1
Unit 9	1	1
Unit 10	1	1
Unit 11	1	1
Unit 12	1	1
Total	105.00	105.00

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.

Property Report from www.land.vic.gov.au on 25 July 2018 03:27 PM

Address: UNIT 2/28 UPPER SKENE STREET NEWTOWN (GEELONG) 3220

Lot and Plan Number: Lot 2 RP15308

Standard Parcel Identifier (SPI): 2\RP15308

Local Government (Council): GREATER GEELONG **Council Property Number:** 205351

Directory Reference: Melway 451 F3

This property is not in a designated bushfire prone area.

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

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

State Electorates

Legislative Council: WESTERN VICTORIA

Legislative Assembly: GEELONG

Utilities

Regional Urban Water Business: Barwon Water

Rural Water Business: Southern Rural Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: [NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 2 \(NRZ2\)](#)

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 \(DDO14\)](#)

Planning scheme data last updated on 18 July 2018.

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, local, particular and general 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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & 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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

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

Area Map

Map not available

Supersedes Appln 6238

F.B.

GEELONG WATERWORKS AND SEWERAGE TRUST

Sewerage Area No. 75

Detail Plan No. 142

Drainage Plan No. 5920^A

PLAN OF DRAINAGE FOR

260/33

Mr. G. F. Gavin

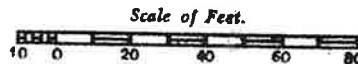
MUNICIPALITY: Newtown & Chilwell

REFERENCE

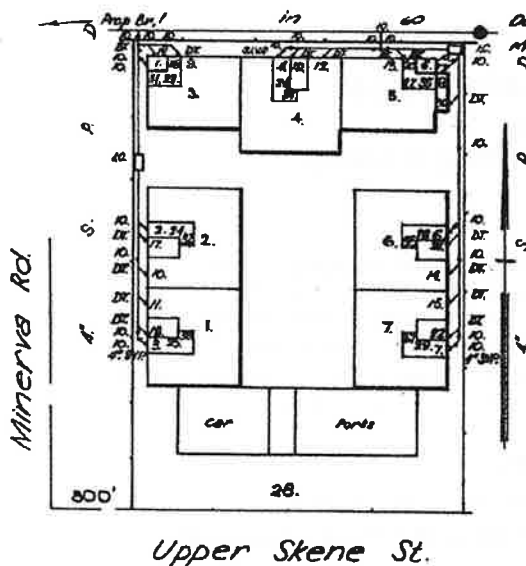
B.T. Boundary Trap
C.I.P. Cast Iron Pipe
D.T. Disconnector Trap
E.V. Educt Vent
G.D.T. Gully Disconnector Trap
G.I.T. Grease Interceptor Trap
G.S.T. Gully Silt Trap
G.T. Gully Trap

G.V. Ground Vent
G.W.I.P. Galv. Wrought Iron Pipe
I.C. Inspection Chamber
I.V. Induct Vent
I.O. Inspection Opening
R.V. Relief Vent
S.I.V.P. Soil Induct Vent Pipe
S.P.D. Stoneware Pipe Drain

S.T. Silt Trap
S.V. Sluice Valve
S.V. Stop Valve
S.V.P. Soil Vent Pipe
T.I.T. Triple Interceptor Trap
(See By-Law No. 97, G. W. & S. T.
General Conditions of Contract and
Uniform Building Regulations Victoria.)



PLAN FEE \$83.75.



FIXTURES.

1. to 7 Closets, Proposed, Internal. } To be completed to
8. Closet, Proposed, External. } comply with
regulations.
9. to 15. Sinks. } Proposed to be trapped and
16. to 22. Troughs. } connected with brass caps and linings
23. to 30. Basins. }
31. to 32. Showers. Proposed to be trapped.

G.R.I. cowl to be fixed on S.V.P.s.
New branch to be provided in sewer.
Inspection chambers to be provided
where indicated.
Where made up ground is encountered
drain to be supported as directed.
Drain to be surrounded with concrete where
considered necessary by inspecting
officer as protection from tree roots.
Vents on adjoining property to be raised
to regulations prior to the commencement
of plumbing and drain laying operations.
under application No 5920^A.

2/28 UPPER SKENE ST NEWTOWN

Examined R. H. K. L. K. L. K. L.

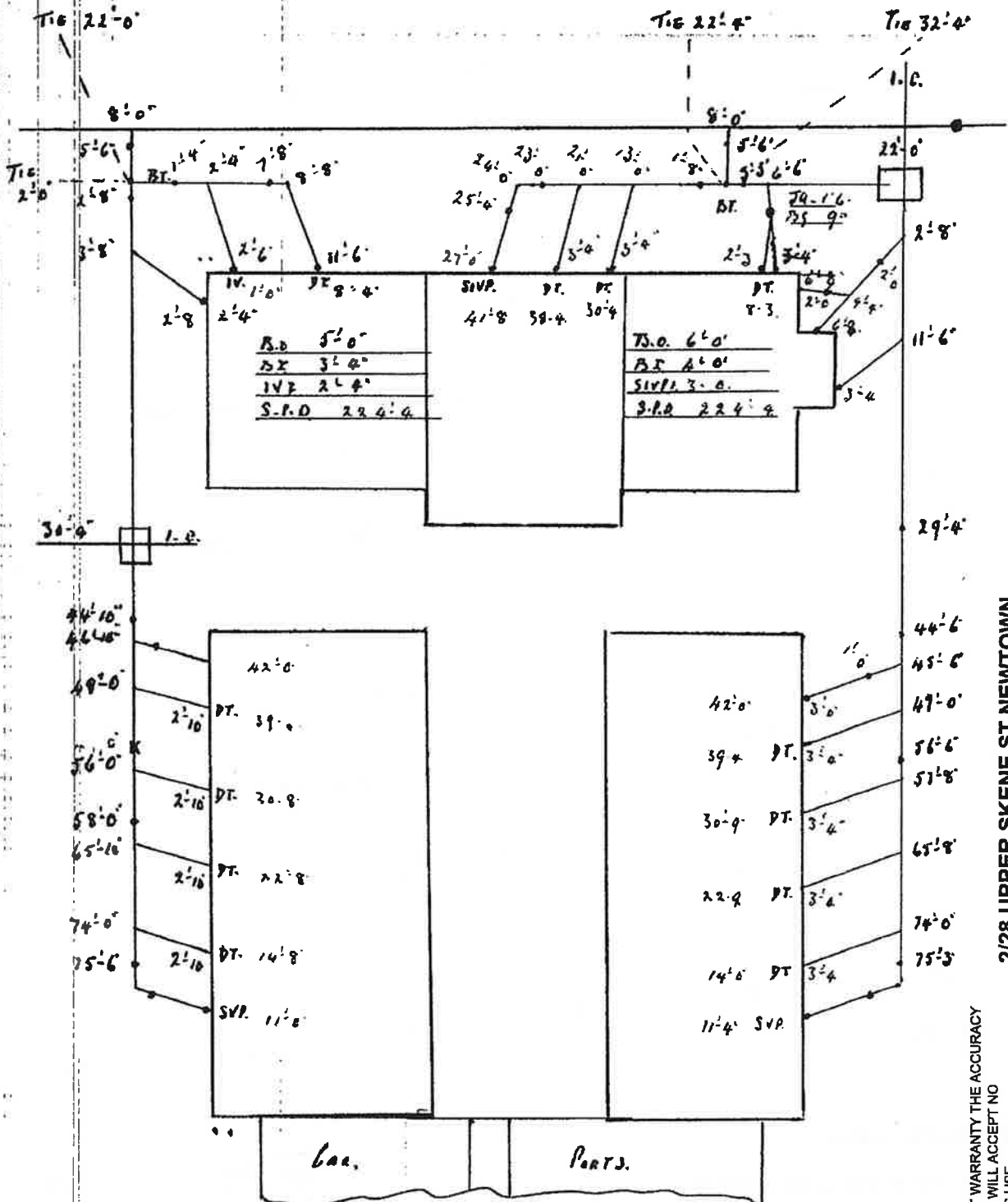
Date 10.7.67

Acting Engineer in Chief

Received	Revised	Plotted	Traced	Sewer Details	Designed	Checked
B. J. 27.6.67		M. J. K. 28.6.67	M. J. K. 28.6.67	M. J. K. 28.6.67	U.S.B. 5-7-67	G.F. 9-7-67

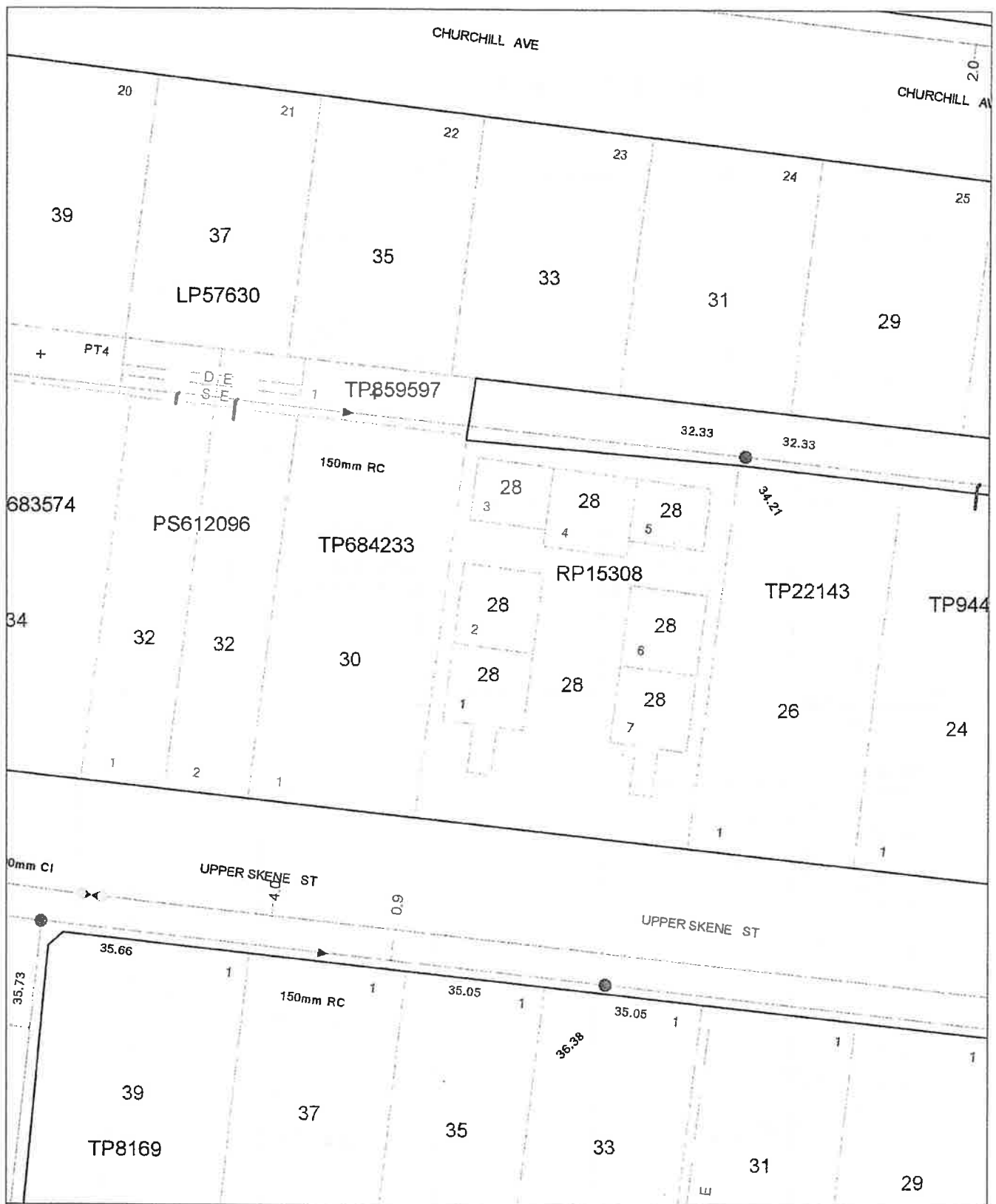
BARWON WATER DOES NOT WARRANTY THE ACCURACY
OF THIS INFORMATION AND WILL ACCEPT NO
LIABILITY ARISING FROM ITS USE

No. 28 Upper SENE STREET



2/28 UPPER SKENE ST NEWTOWN

BARWON WATER DOES NOT WARRANTY THE ACCURACY OF THIS INFORMATION AND WILL ACCEPT NO LIABILITY ARISING FROM ITS USE



Barwon Water

Lot 2 2/28 UPPER SKENE ST NEWTOWN

Scale : 500

Created : 25-Jul-18

LEGEND

GRAVITY SEWER

PRESSURE SEWER

POTABLE WATER

RECYCLED WATER



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of the Local Government Act 1989

Date of Issue: **03-Jul-2018**

Certificate No: **149547**

Applicants Ref:

51908352:81469692:106891

Assessment Number: 1328

Property Address: **2/28 Upper Skene Street, NEWTOWN VIC 3220**

Property Description: **63.3m2 Lot 2 RP 15308**

Ratepayer as per

Council Records: **N A Rixon**

Applicant:

**Anstat Pty Ltd
DX 332
MELBOURNE**

Operative Valuation Date:	01-Jul-2018
Level of Valuation Date:	01-Jan-2018
Capital Improved Value:	245,000
Site Value:	125,000
Net Annual Value:	12,250

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or By-Law of the Council and 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 the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The current rating year is for the period **01/07/2018 to 30/06/2019**. Lump sum payment - due by **15/02/2019** or by instalment **30/09/2018, 30/11/2018, 28/02/2019 and 31/05/2019**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **01-Oct-2018**) and within the current financial year.

The Local Government Act 1989 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

CITY OF GREATER GEELONG
LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 229 of the
Local Government Act 1989

Date of Issue: **03-Jul-2018**

eService

Certificate No: **149547**

Property Address: **2/28 Upper Skene Street, NEWTOWN VIC 3220**

Assessment Number: **1328.4**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	585.55
	State Government Levies	123.20
	Waste Management	316.90
	Municipal Charge	102.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	1,127.65

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition:

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer



Billir Code: 17475
Reference: 100000013284
Payment via internet or phone banking,
from your cheque or savings account.

Your Ref: 51908352:81469692:106891

Page 2 of 2

Sec 229 LGA

Information Statement Part A

In accordance with Section 158 of the Water Act 1989

(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER: 11810196 **APPLICATION NUMBER:** 281433 **DATE:** 03/07/2018
PROPERTY ADDRESS: UNIT 2/28 UPPER SKENE ST, NEWTOWN, VIC 3220
YOUR REFERENCE: RK/18/1482 Rixon
OWNER: NA KAPUT
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2018 to 30/09/2018. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	140.89	0.00	140.89
Water Service Charge	38.64	0.00	38.64
Total Service Charge	\$ 179.53	0.00	179.53

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

Sewerage Service Charge	140.89	0.00	140.89
Water Service Charge	38.64	0.00	38.64

TOTAL DUE	\$	179.53	0.00	179.53
------------------	-----------	---------------	-------------	---------------

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

Account Not Yet Issued For Service And Volume Charges.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659,

* PLEASE NOTE: Verbal confirmation will not be given after 01/09/2018. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 01/09/2018 and a fee will be payable.
*
*

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these fees please contact Barwon Water on 1300 656 007.

Manager Customer Support

Cameo Conveyancing Geelong ATF Rajeta Family Trust
via SAI Global Property
Level 3 355 Spencer Street WEST MELBOURNE VIC
3003

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

03-07-2018

Cameo Conveyancing Geelong ATF Rajeta Family Trust via SAI Global Property
Level 3 355 Spencer Street
WEST MELBOURNE VIC 3003

Property: UNIT 2/28 UPPER SKENE STREET NEWTOWN 3220

I refer to your application received at this office on 03/07/2018. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC281433

Your Ref: RK/18/1482 Rixon

Agent Ref: 51908352:81469694

Yours faithfully,

Manager Customer Centre

OC No 15308

28 Upper Skene Street NEWTOWN VIC 3220

Lot 2 (Unit 2)

OWNERS CORPORATION CERTIFICATE

ISSUED: 17 July 2018

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007 Subdivision
Act 1988

Owners Corporation No. 1 Strata Plan No. 15308
Registered Address: 28 Upper Skene Street NEWTOWN VIC 3220
Lot Address: As above

Vendor Name: Ms Nadia Anne Rixon
Reference: 51908352:81469696

Purchaser Name:
Contact Details:

This certificate is issued for Lot 2 / Unit 2 on Plan No. 15308

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 17 July 2018. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$953.15 per annum for the year commencing 01 September 2017 paid Annual. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 September 2017	\$953.15

2. The fees are paid up until 31 August 2018. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM. Credit \$153.33

3. The total of any Unpaid fees is now \$0.00. The total of any Unpaid Special Levy fees is \$0.00.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:
Nil

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:
Please be aware that an Annual General Meeting of the Owners Corporation has been called for 17 August 2018. It is recommended that a potential purchaser obtain an update on this Certificate after this meeting to be aware of updated resolutions of the Owners Corporation regarding maintenance or other works - including funding for the financial period ending 30 June 2018 by resolved budget of the Owners Corporation for the financial period or special levy.

7. The Owners Corporation has the following insurance cover:

Insurance Source Of Truth:	Strata Insurance
Insurance Notes:	Managed by Strata Insurance
Insurance Underwriter:	Strata Insurance - CHU
Policy Number:	26250
Sum Insured:	\$1,157,625.00
Premium:	\$2,716.44
Policy Renewal Date:	01 May 2019

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: Residential Strata Insurance
Insured: OC No. 15308
Situation: 28 Upper Skene Street, Newtown Vic 3220
Covering:

Cover Selected	Sum Insured
POLICY 1	
INSURED PROPERTY (Building)	1,157,625
Loss of Rent/Temp Accommodation (15%)	173,644
INSURED PROPERTY (Common Area Contents)	Not Selected
FLOOD Included	
STORM SURGE Not selected	
Excess 5 Any event of any kind. \$300	
Excess Flood excess \$300	
POLICY 2	PUBLIC OR LEGAL LIABILITY
	10,000,000
POLICY 3	VOLUNTARY WORKERS
	200,000/2,000
POLICY 4	WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY)
	Not selected
POLICY 5	FIDELITY GUARANTEE
	100,000
POLICY 6	OFFICE BEARER'S LEGAL LIABILITY
	1,000,000
POLICY 7	MACHINERY BREAKDOWN
	Not selected
POLICY 8	CATASTROPHE INSURANCE (Insured Property)
	Not selected
	Extended cover – Rent/Temp Accommodation
	Not selected
	Escalation in Cost of Temp Accommodation
	Not selected
	Cost of Storage and Evacuation
	Not selected
POLICY 9	Government Audit Costs
	25,000
	Appeal expenses - common property health & safety breaches
	100,000
	Legal Defence Expenses
	50,000
POLICY 10	LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)
	250,000

EXCESSES As per policy wording

**Special Conditions/
Endorsements** Nil

Insurer: Strata Insurance - CHU

Support Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
AFSL LICENCE No: 239545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Risk Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Financial Services Ombudsman (FOS). FOS administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Risk Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722

Suite 4 232-236 Bluff Road Sandringham VIC 3191

Tel: 03 9597 0357

Email: contacts@stratainsurance.net

Web: www.stratainsurance.net

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows: Nil
9. The total funds held by the Owners Corporation as at 04 July 2018 are:
Admin Fund: \$2,905.11
Sinking Fund: \$0.00
Total Fund Held: \$2905.11
10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:
None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.
11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:
Nil
12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:
Nil
13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:
Nil
14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows: Nil
15. The Owners Corporation has resolved to appoint a manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other Information:
This Certificate is valid for sixty (60) days from the date of this Certificate.
18. The following documents are attached:
 1. OC Certificate Pack Front Cover
 2. Minutes Of Last AGM
 3. Model Rules
 4. Statement of Advice and Information

Signed on behalf of the Owners Corporation 15308 by

A handwritten signature in black ink, appearing to be 'Nick Maas', written in a cursive style.

Nick Maas
Body Corporate Strata Group
PO Box 7078 Hawthorn Vic 3122

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

Minutes of the Annual General Meeting

Owners Corporation	15308
Property Address	28 Upper Skene Street NEWTOWN VIC 3220
Meeting Date	Tuesday, July 25, 2017
Meeting Location	7-9 Yarra St, Geelong Vic 3220
Meeting Commenced	11:00 AM
Body Corporate Strata Group Rep by	John Burgess
Members Present	Mr L Gleeson (1), L J & J M Marriner (4)
Proxies	Nil
Apologies	Gregory James & Lisa Anne Dundas (6)
Non Attendance	Ms Nadia Anne Rixon (2), Mrs Stephanie Gleeson (3), Mr Ross & Mrs Diane Yockins (5), Mark C Ryan (7)

1. Election Of A Chairperson For The Meeting

John Burgess is elected Chairperson for the Annual General Meeting.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot	Attendance by UOL
Total Eligible Attendees: 2	Total Eligible Attendee UOL:
Total Units: 7	20
Attendance Percentage: 28.57 %	Total UOL: 70
	Attendance Percentage: 28.57%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 25-Jul-2016

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

6. Financial Reports

Year ending: 30-Jun-2017

Bank balance (Administration): \$1,973.36

Bank balance (Sinking/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

Notes: Mr L Gleeson speaking on behalf of Lot 1 and Lot 3 disagrees with the StrataPort charges. Mr L Gleeson alleges no notice received and disagree's with the manner that StrataPort was rolled out to owners.

7. Building Insurance

General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at www.bodycorporatestrata.com.au. The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

Last Valuation Date:	
Amount At Last Valuation Date:	\$0.00
Policy Number:	26250
Insurer	Strata Insurance - CHU
Insured to	01-May-2018

Insurance Policy Cover Details

Cover type	Cover amount
INSURED PROPERTY (Building)	\$1,102,500
Loss of Rent/Temp Accommodation (15%)	\$163,375
INSURED PROPERTY (Common Area Contents) Excess	\$Not Selected
PUBLIC OR LEGAL LIABILITY	\$10,000,000
VOLUNTARY WORKERS	\$200,000/2,000
WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY)	\$Not selected
FIDELITY GUARANTEE	\$100,000
OFFICE BEARER 'S LEGAL LIABILITY	\$1,000,000
MACHINERY BREAKDOWN	\$Not selected
CATASTROPHE INSURANCE (Insured Property)	\$Not selected
Extended cover – Rent/Temp Accommodation	\$Not selected
Escalation in Cost of Temp Accommodation	\$Not selected
Cost of Storage and Evacuation	\$Not selected
Government Audit Costs	\$25,000
Cover type	Cover amount
Appeal expenses - common property health & safety	\$100,000
Legal Defence Expenses	\$50,000
LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	\$250,000
FLOOD Excess Flood Excess \$300 Exclusion 1a	\$Selected

The Members of the Owners Corporation resolved by ordinary resolution to accept the suggested building insured amount, inclusive of office bearers liability insurance, upon renewal.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

Notes: It was further noted that the manager is to increase the building sum insured to \$1,200,000.00 upon renewal.

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

No resolution required for this agenda item.

9. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200,000 in annual fees in a financial year. This fee total includes fees collected from separate owners corporations for storage lots, car parking lots and accessory lots and for general administration and maintenance and contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

The Members of the Owners Corporation resolved by ordinary resolution not to prepare a maintenance plan as the owners corporation is not a prescribed owners corporation.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

11. OHS Requirements

Last OHS Report Date:

Last OHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

12. Essential Safety Measures

Last ESM Report Date:

Notwithstanding the Manager's recommendation to undertake an Essential Safety Measures Report, the Members of the Owners Corporation resolved by ordinary resolution that an Annual Essential Safety Measures Report is not to be undertaken this year.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Caretaking	\$1,500.00	\$1,363.64	\$136.36	\$1,500.00
Common electricity	\$400.00	\$363.64	\$36.36	\$400.00
Disbursement charge	\$357.00	\$324.55	\$32.45	\$357.00
Insurance	\$2,700.00	\$2,454.55	\$245.45	\$2,700.00
Legislative & Compliance fee	\$400.00	\$363.64	\$36.36	\$400.00
Maintenance	\$508.60	\$462.36	\$46.24	\$508.60
Management fees	\$714.00	\$649.09	\$64.91	\$714.00
Schedule 2.2 charges	\$202.40	\$84.00	\$8.40	\$92.40
Sub Total	\$8,582.00	\$6,065.45	\$606.55	\$6,672.00

Maintenance (Sinking) Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Nil Maintenance (Sinking) Fund items				
Sub Total	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$8,582.00	\$6,065.45	\$606.55	\$6,672.00

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved by ordinary resolution to amend the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

15. Owners Corporation Contributions

Total UOL: 70

Fee Frequency: Annual

Fee Year Start Date: 01-Sep-2017

Instalment Number	Date		
1	01-Sep-2017		
Lot No	Owners	Proposed (Annual)	Amended (Annual)
1	Mr L. Gleeson (UOL: 10)	\$1,226.00	\$953.14
2	Ms Nadia Anne Rixon (UOL: 10)	\$1,226.00	\$953.14
3	Mrs Stephanie Gleeson (UOL: 10)	\$1,226.00	\$953.14
4	L J & J M Marriner (UOL: 10)	\$1,226.00	\$953.14
5	Mr Ross & Mrs Diane Yockins (UOL: 10)	\$1,226.00	\$953.14
6	Gregory James & Lisa Anne Dundas (UOL: 10)	\$1,226.00	\$953.14
7	Mark C Ryan (UOL: 10)	\$1,226.00	\$953.14
Grand Total:		\$8,582.00	\$6,672.00

The Members of the Owners Corporation resolved by ordinary resolution to amend the Owners Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

Notes: Attending members wanted to remind owners, the due date of the next fee notice is the 1st September.

16. Election Of The Committee

Lot	Owner Name	Committee
1	Mr L Gleeson	--
2	Ms Nadia Anne Rixon	--
3	Mrs Stephanie Gleeson	--
4	L J & J M Marriner	Chairperson
5	Mr Rosa & Mrs Diane Yockins	--
6	Gregory James & Lisa Anne Dundas	--
7	Mark C Ryan	--

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Committee.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: L J & J M Marriner

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

Notes: It was further noted Leigh is elected Chairperson on behalf of the Owners Corporation.

18. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

19. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer shall be Lindsay Overton and the Authorised Contact Persons shall be Chris van Aanholt and Jane Rosham.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

20. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

21. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$33 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$110 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

23.1 Bin letter

The Members of the Owners Corporation resolved by ordinary resolution to send a letter to owners reminding them to advise their tenants, they are responsible for their bins.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

24. Appointment Of The Manager

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation. The fees will be charged as per the resolved budget. The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of

Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation

further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 25-Jul-2018

Location: Geelong

Address: 7-9 Yarra St, Geelong Vic 3220

Room: GE1

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 4, Seconded: Lot 1, Votes For: 2, Against: 0, Abstain: 0

Meeting Closed: 25-Jul-2017 12:20 PM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2. Management and administration

2.1 Metering of services and apportionment of costs of services

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

3. Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

Page 1 of 2

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

3.3 Damage to common property

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

4. Lots

4.1 Change of use of lots

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

Example

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Page 2 of 2

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Code 135

Residential Tenancies Act 1997
(Section 26(1))Residential Tenancies Regulations 2008
(Regulation 7)

This agreement is made on the 16th day of May, 2017
at 55 Myers Street, Geelong Vic 3220

BETWEEN

(LANDLORD)

Nadia Rixon
c/- 55 Myers Street, Geelong Vic 3220

(*whose agent is Maxwell Collins Real Estate Pty Ltd trading as Maxwell Collins Real Estate (ACN 114 785 509) 55 Myers Street, GEELONG VIC 3220. PH: 03 5222 4711) * strike out if not applicable
(Name, ACN (if agent is a company), business address and telephone number)

AND

(TENANT)

Nqobizitha Mkoba
2/28 Upper Skene Street
NEWTOWN, VIC 3220

1. PREMISES

The landlord lets the premises known as 2/28 Upper Skene Street
NEWTOWN, VIC 3220

~~(*together with those items indicated in the schedule) *strike out if not applicable~~

2. RENT

The rent amount is \$260.00 The date the first rent payment is due is 18/05/2017

Pay period : ☒ weekly ☐ fortnightly ☐ monthly Rent is due 2 weeks in advance ~~(insert the date of each month when the rent is due)~~

Place of payment: 55 Myers Street, Geelong Vic 3220

3. BOND

The tenant must pay a bond of \$1,000.00 to the Landlord/agent on 11/11/2014

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

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

NAME: Nqobizitha Mkoba

AMOUNT: \$1,000.00

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

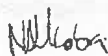
4. PERIOD

- (a) The period of the agreement is 12 Months
commencing on the 17th day of May, 2017
and ending on the 16th day of May, 2018

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

(1) Express Consent

The TENANT, **Nqobizitha Mkoba:**
[check one box only]

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

Email address **nqox.mk.45@gmail.com**

OR

☐ Does Not Consent to the electronic service of notices and other documents.

The LANDLORD, **Nadia Rixon:**
[check one box only]

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

Email address **Fiona@maxwellcollins.com.au**

OR

☐ Does Not Consent to the electronic service of notices and other documents.

(2) Inferred Consent

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

(3) Change of Electronic Address

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

(4) Withdrawal of Consent

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

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

5. CONDITION OF THE PREMISES

The LANDLORD must -

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

6. DAMAGE TO THE PREMISES

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

7. CLEANLINESS OF THE PREMISES

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

8. USE OF PREMISES

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

9. QUIET ENJOYMENT

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

10. ASSIGNMENT OR SUB-LETTING

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

11. RESIDENTIAL TENANCIES ACT 1997

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

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

Schedule of items (See Clause 1)

It is the sole responsibility of the Tenant/s of the rental property to arrange his/her own contents insurance for personal belongings during the term of their tenancy.

The Landlord's insurance covers the building, fixtures plus public liability; it does not cover the contents belonging to the Tenant/s.

REIV

X

Handwritten signature

X

ADDITIONAL TERMS

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

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

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

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

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

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

- 12.1 You must ask me in "writing" for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.
- 12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

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

13. Other use of my premises

- 13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in "writing" for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.
- 13.2 You must ask me in "writing" for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

- 14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.
- 14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

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

- 14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.
- 14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost.
- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1** If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 15.2** If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3** My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1** You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

- 17.1** When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

- 18.1** You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2** Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3** When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4** If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

- 19.1** If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

- 20.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

X

Handwritten signature

X

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

- 21.1 Except as allowed by this by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

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

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

23. Hanging washing at my premises

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

24. Looking after the garden at my premises

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

25. Pets at my premises

- 25.1 Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

- 26.1** If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or a sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2** If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a)** a pro-rata letting fee;
- 26.2 (b)** advertising or marketing expenses;
- 26.2 (c)** rental data base checks on applicants;
- 26.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3** Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If you intend to leave my premises when your tenancy ends

- 27.1** If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 27.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3** You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4** You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to my or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

28. Remaining at my premises after your tenancy ends

- 28.1** If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.
- 28.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

29. If I require my premises when your tenancy ends

- 29.1** If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 29.2** I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing the locks and alarm code at my premises

- 30.1** You may change the locks at my premises.
- 30.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 30.3** You may change the code of an alarm at my premises.
- 30.4** If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

X *Handwritten signature* X

31. 'To Let', 'auction' and 'for sale' signs at my premises

- 31.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32. Owners corporation rules and my premises

- 32.1** If there is an owners' corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 32.2** You must comply with the rules of the owners' corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 32.3** You do not have to contribute to owners' corporation capital costs or other expenses payable by me.

33. You cannot use your bond to pay your rent for my premises

- 33.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing the rent for my premises

- 34.1** If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3** If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent; I will give you at least 60 days' notice; and
 - (b) the notice I give you will be in the form prescribed for the purpose.
- 34.4** I acknowledge I must not increase your rent at intervals of less than 6 months.

35. Receipt of condition report / statement of rights and duties for my premises

- 35.1** You acknowledge before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
 - (b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.



Signature of Nadia Rixon

AGENT FOR AND ON BEHALF OF THE LANDLORD

Signature of Nqobizitha Mkoba

LANDLORD/AGENT TO COMPLETE:

***URGENT REPAIRS:**

(*this section MUST be completed if an agent is to manage the premises)

The agent ☐can/☒cannot authorise urgent repairs.

(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: *\$

(*only complete if the agent can authorise urgent repairs, check Authority)

(*Insert \$)

The agent's telephone number for urgent repairs is: *

(*Insert number)

REIV

41. The Tenant understands that the Agent does not accept late payment of rent. Should rent arrears occur 3 times or more during the tenancy, the lease may not be renewed at renewal time. If the Tenant believes they may fall into arrears at any time, the Tenant agrees to inform the Agent before the late payment occurs.
42. The Tenant shall permit access to the premises by the Landlord or his Agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.
43. The tenant is liable for all charges relating to the installation, service and use of a telephone, including the installation of a telephone line for broadband, telephone and any other internet. The Landlord is responsible for repairs to the phone line unless damage is from misuse.
44. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
45. During the term of the tenancy the Tenant agrees to redirect to Maxwell Collins Real Estate Real Estate Pty Ltd – 55 Myers Street, Geelong, all mail delivered to the property other than his/her/ their own mail.
46. The Tenant is requested not to use blu-tac, sticky tape, or other such damaging items on walls and no sporting equipment is to be erected on the property without prior consent.
47. If mould develops on walls or ceilings of a room able to be ventilated, then you should report this to our office immediately. If no report is made and cleaning/painting is required at the termination of the tenancy, then this will be deemed to be the Tenants responsibility and not fair wear and tear. Refer Condition Report at commencement date.
48. In respect to urgent repairs (maximum - \$1,800) the Tenant undertakes to make all possible endeavours to contact the Agents listed below before authorizing repairs - Office phone number – 5222 4711 Office hours: Monday - Friday 9:00 am – 5:30 pm and Saturday 9:00 am – 2:00 pm.

Jessica Fitzmaurice: AH: 0428 308 701 – Tania Hrabar: AH: 0458 644 118 – Fiona Noonan: AH: 0431 349 001

Wade Coleman: AH: 0487 564 396 – Tamara Dunstan AH: 0448 005 611

49. Tenant/s requiring access to the property due to loss or misplacement of keys already provided may collect master keys from our office and return them during business hours (9am until 5.30pm Monday – Friday and 9am until 2pm Saturday.) It is important that you call our office 03 5222 4711 before you come as we do not have spare keys for all properties. If it is after hours, the Tenant is to arrange a locksmith at the Tenants own cost.
50. Payment of rent by CASH will only be accepted during business hours at our front counter at 55 Myers Street, Geelong, Vic, 3220.

51. The Tenant agrees that there will be no smoking inside the premises as this will affect its condition and cleanliness. If there is evidence that the walls are smoke stained and/or there is a distinctive odour the Tenant will be liable for any costs for deodorising, cleaning or repair/replacement/painting due to smoke stains, burn marks or smells.
52. The Tenant agrees to not allow unregistered vehicles/car bodies to be kept or remain on the property unless they are stored in the garage and removed upon vacating.
53. The Tenant agrees to not park vehicles or allow visitors vehicles to be parked on lawns or gardens. They are to be parked in designated car spaces at the property or on the roadside.
54. The Tenant agrees to clean air conditioner filters and vents regularly to prevent damage. Exhaust fan covers must also be cleaned regularly to prevent build up.
55. The tenant acknowledge that shoes with high heels and/or stiletto type heels are not to be worn on the floorboards (if any) at the residence due to damage or bruising that can be caused to this type of flooring. The tenant acknowledge that due care must be taken not to scratch or damage the floorboards and accept responsibility for restoring the flooring to its original condition if any damage is caused to the floorboards during their tenancy. Protectors (such as felt pads or coasters) are to be used under furniture, feet of chairs, tables, couches etc to avoid damage to the timber floors.
56. The Tenant/s agree and acknowledge that they are not permitted directly or indirectly (including via agents or other parties) to: advertise occupancy rights of the Premises or part thereof by way of a licence; and provide a licence to any person or persons to occupy the Premises or part thereof during the term whether or not such licence or offer is advertised offline, online or via any app including but not limited to sites such as airbnb, stayz, facebook, ebay and other social media and user posting sites and whether such licence is for short term or long term stays.
57. The Tenant/s agree and acknowledge that they will not use or allow the premises to be used in such a way where the Premises are occupied by any people other than those listed on the Tenancy Agreement.
58. The Tenant acknowledges that they have read all the terms and conditions of this lease and agree to abide by the said terms and conditions.
59. I hereby authorise Maxwell Collins to email me any relevant documentation regarding/pertaining to my lease, including scheduling of routine maintenance inspections and any notices that were previously sent by registered mail.
60. I understand I must advise Maxwell Collins of any new/updated contact details as soon as possible.

(SIGNED BY THE TENANT/S)

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