Contract of Sale of Land

Property address: Unit 2, 9 Paxton Street RINGWOOD VIC 3134

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Notice to purchasers of property "off-the-plan"

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

Signing of this contract

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser	
on dd/mm/yyyy	The day of 2021
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

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

Signed by the vendor	
on dd/mm/yyyy	The day of 2021
Print name(s) of person(s) signing	Domenico Galluzzo
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

Particulars of sale

Vendor's estate agent

Name:	O'Brien Real Estate
Telephone:	9894 2944 OR 0411 061 796
Ref:	Anthony Molinaro
Email:	anthony.molinaro@obrienrealestate.com.au

Vendor

Name(s):	Domenico Galluzzo

Vendor's legal practitioner or conveyancer

Name:	A-Z Conveyancing
Address:	PO Box 409 ASHBURTON VIC 3147
Telephone:	9813 8349 OR 0435 262 168
Ref:	Kathy Banfield (KB)
Email:	kathy@a-zconveyancing.com.au

Purchaser

Name(s):	
Address:	
Telephone:	W: H:
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	9757	Folio	443	2	PS026622R

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	Unit 2, 9 Paxton Street RINGWOOD VIC 3134
Goods sold with the land General condition 6.3(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price	$
Deposit	$
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	$

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:	
If this is a sale of a 'farming business' or 'going concern" then add the words '**farming business**' or '**going concern**' in this box:	
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	

Settlement (general condition 17 and 26.2)

Is due on: dd/mm/yyyy	

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:	Subject to lease

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box	

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

Contract of Sale of Land—Special Conditions

nil

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party

to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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

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

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth).*

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

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

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth).* The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

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

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

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

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

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

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

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

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We _____ **of** _____

And _____ **of** _____

being the **Sole Director / Directors of** _____ **ACN** _____

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This _____ Day of _____ 20 21

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of

the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

P 30-31

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient: _____

Property address: 2/9 PAXTON STREET RINGWOOD

Lot no.: 2 **Plan of subdivision:** SP CR4228

[Cross out whichever is not applicable]

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

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: $_____~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

~~Vendor/supplier ABN: _____~~

From: Vendor/supplier: DOMINIC GALLO220

Dated: 19/2/2021

Signed by or on behalf of the vendor/supplier: _____

P31-31

Due diligence checklist

What you need to know before buying a residential property

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

SECTION 32 STATEMENT

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

Vendor:	Domenico Galluzzo
Property:	Unit 2, 9 Paxton Street RINGWOOD VIC 3134

VENDORS REPRESENTATIVE
A-Z Conveyancing

PO Box 409
ASHBURTON VIC 3147

Tel: 9813 8349 or 0435 262 168
Email: kathy@a-zconveyancing.com.au

Ref: KB-21/0549

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is **contained in the attached certificate/s and** as follows-

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

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

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

32B INSURANCE

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

(b) Where there is a residence on the land which was constructed within the preceding six years, and section **137B of the *Building Act 1993* applies**, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

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 under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There **is** access to the Property by Road.

(d) PLANNING

Planning Scheme: Maroondah Planning
Responsible Authority: Maroondah City Council
Zoning: Residential
Planning Overlay/s: **See attached certificate**

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

The Owners Corporation in respect of the land is INACTIVE. It has not, in the past 15 months, had an Annual General Meeting, fixed any fees or held any insurance.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	Status
Electricity supply	connected
Gas supply	connected
Water supply	connected
Sewerage	connected
Telephone services	not connected

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

32I TITLE

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist
- **Title search and strata plan of subdivision;**
- Bushfire & planning statements;
- SAI Planning certificate;
- SAI Vic Roads certificate;
- Yarra Valley Water land information certificate;
- Maroondah City Council land information certificate; and
- Copy Tenancy Agreement attached.

DATE OF THIS STATEMENT ____ / ____ /20 **21**

Name of the Vendor

Domenico Galluzzo

Signature/s of the Vendor

x

SECTION 32 STATEMENT
2 9 PAXTON STREET RINGWOOD VIC 3134

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 **21**

Name of the Purchaser

Signature/s of the Purchaser

x

.

Register Search Statement - Volume 9757 Folio 443

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

VOLUME 09757 FOLIO 443 Security no : 124088000512X
Produced 08/02/2021 06:15 PM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 026622R.
PARENT TITLE Volume 06916 Folio 182
Created by instrument SP026622R

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DOMINIC GALLUZZO of UNIT 2 9 PAXTON STREET RINGWOOD 3134
S269352W 16/12/1992

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE SP026622R 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 9 PAXTON STREET RINGWOOD VIC 3134

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP026622R

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 08/02/2021, for Order Number 66427289. Your reference: KB-21/0549.

Delivered by LANDATA®, timestamp 08/02/2021 18:16 Page 1 of 3
© 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 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

MICROFILMED 9 JAN 1988

SP 20622

26622R

CHART 28

PLAN OF STRATA SUBDIVISION

THE PARCEL – The whole of the land described in Certificate of Title Volume 6916 Folio 182 being part of Crown Allotment 32 Parish of Warrandyte County of Evelyn

REGISTERED

P. St.

TIME 7.30 AM DATE 9-7-87

POSTAL ADDRESS OF BUILDINGS
9 PAXTON STREET,
RINGWOOD, 3134.

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

P. 6/7/87

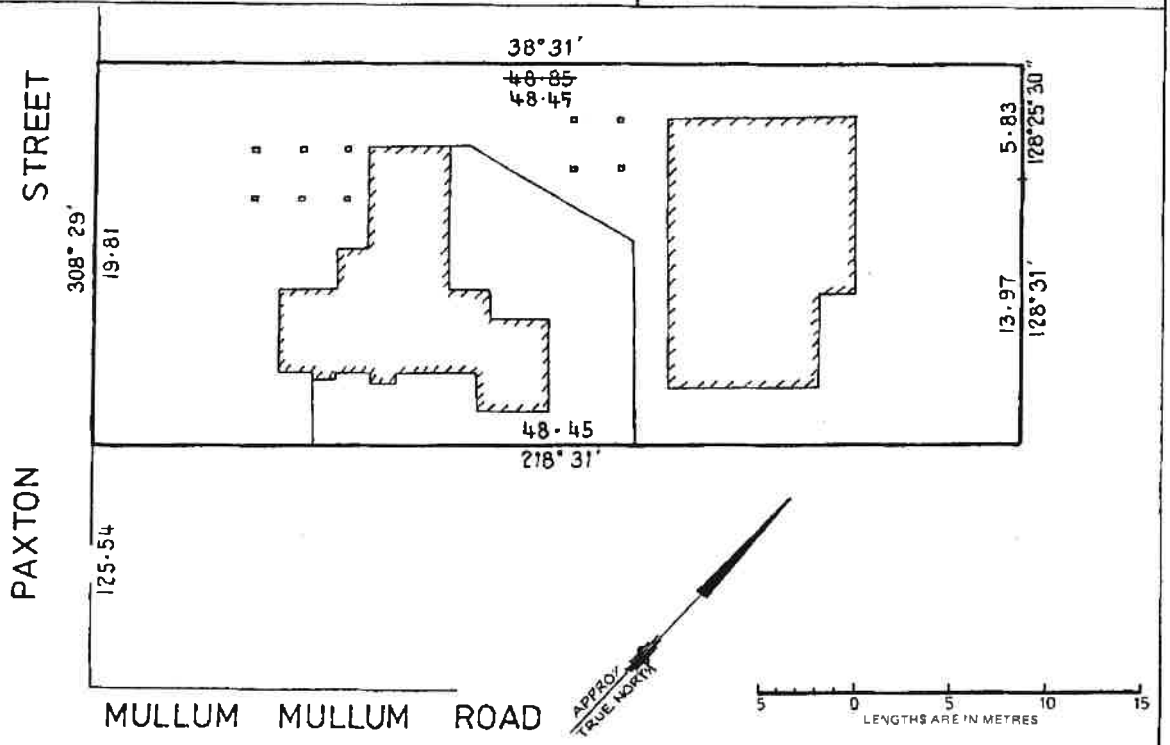


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYORS CERTIFICATE

I, JOHN EDWIN CHIVERS OF P.O. BOX 173 LILYDALE 3140 a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the SEVENTH day of MARCH 19 86 in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature ..... Date 20/5/86

SEAL OF MUNICIPALITY AND ENDORSEMENT

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

The Common Seal of the Mayor, Councillors and Citizens of the CITY OF RINGWOOD was hereto affixed this 7th day of April 19 87 in pursuance of a Resolution of the Council made in accordance with Section 6(1) of the Strata Titles Act.

MAYOR

COUNCILLOR

TOWN CLERK

Reference: E/10/3-524

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

JOHN CHIVERS AND ASSOCIATES LICENSED LAND SURVEYORS P.O. BOX 173 LILYDALE 3140 Ph. 735 4888	SURVEYORS REF. 1329	VICTORIA LICENSED SURVEYOR SHEET 1 OF 3 SHEETS

Delivered by LANDATA®, timestamp 09/02/2021 18:16 Page 2 of 3

MICROFILMED : 5 JAN 1988 2662 SP 26622

LEGEND

There are two buildings in the parcel. The building in the parcel a part of which is contained in unit 1 is a single storey building. The building in the parcel which is wholly contained in unit 2 is a single storey building.

The upper boundary of each of units 1 and 2 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 sheet 3 hereof; the lower boundary of each of these units is 1·5 metres below that part of the site.

No unit on this plan is an accessory unit.

The common property is all the land in the parcel except the land in units 1 and 2.

JOHN CHIVERS AND ASSOCIATES
LICENSED LAND SURVEYORS
P.O. BOX 173,
LILYDALE, 3140. Ph. 735 4888

SURVEYORS REF.
1329

VICTORIA

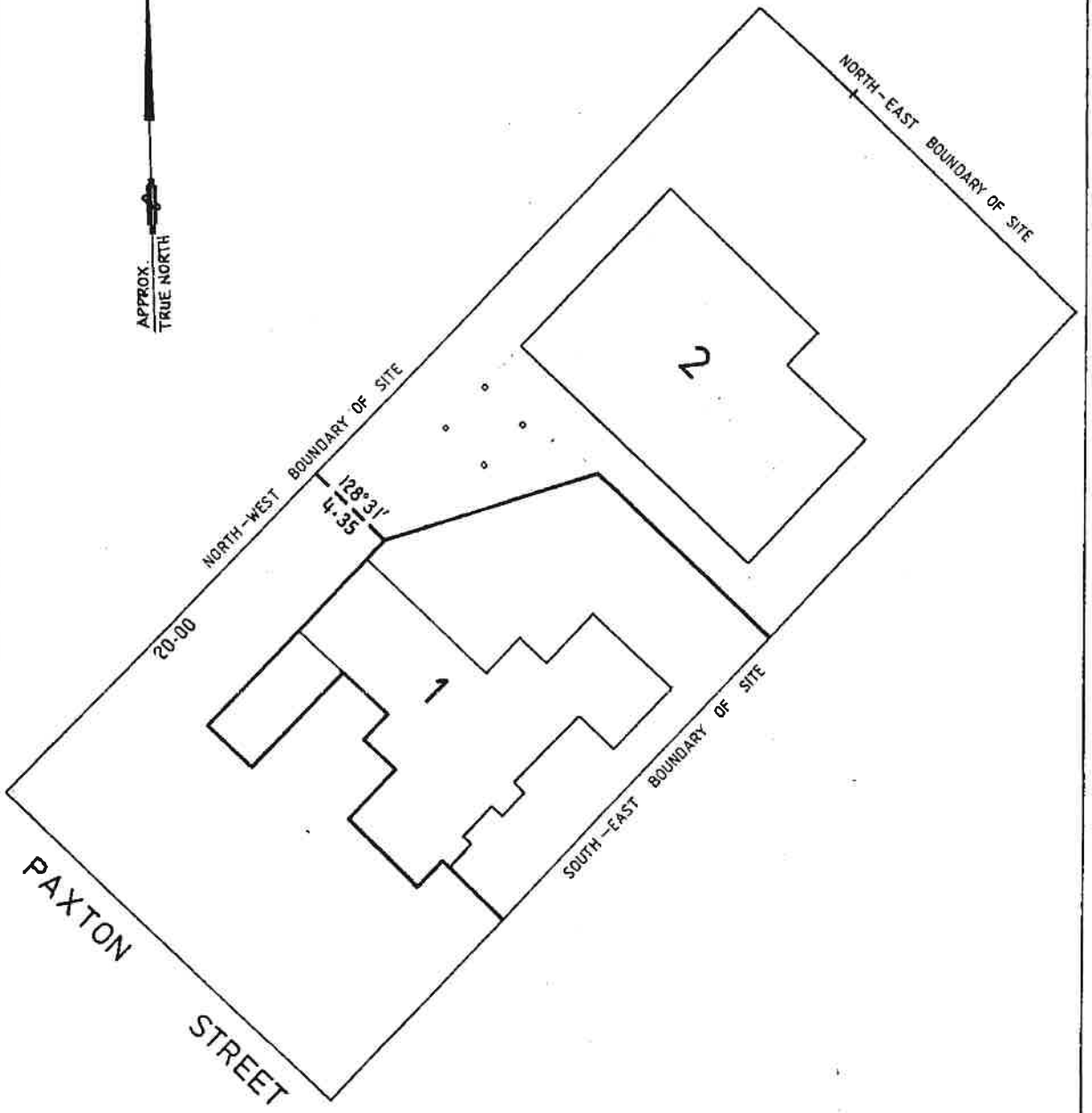
LICENSED SURVEYOR

Delivered by LANDATA®, timestamp 08/02/2021 18:16 Page 3 of 3

MICROFILMED 5 JAN 1988

26 SP 26622

20/5/86.



5 0 5 10
LENGTHS ARE IN METRES

JOHN CHIVERS AND ASSOCIATES LICENSED LAND SURVEYORS P.O. BOX 173, LILYDALE, 3140. Ph. 735 4888	SURVEYORS REF 1329	VICTORIA LICENSED SURVEYOR SHEET 3 OF 3 SHEETS

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 08/02/2021 06:16:04 PM

OWNERS CORPORATION
PLAN NO. SP026622R

The land in SP026622R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1, 2.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
9 PAXTON STREET RINGWOOD VIC 3134

SP026622R 01/01/1700

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Total	**20.00**	**20.00**

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/02/2021 06:16:04 PM

OWNERS CORPORATION
PLAN NO. SP026622R

Statement End.



Planning Certificate

PROPERTY DETAILS

Property Address: Unit 2, 9 Paxton Street RINGWOOD VIC 3134
Title Particulars: Vol 9757 Fol 443
Vendor: DOMENICO GALLUZZO
Purchaser: N/A

Certificate No: 66431815
Date: 10/02/2021
Matter Ref: KB-21/0549
Client: A-Z Conveyancing

MUNICIPALITY

MAROONDAH

PLANNING SCHEME

MAROONDAH PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

MAROONDAH CITY COUNCIL

ZONE

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3

ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE
DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE
ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE
ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE
HERITAGE OVERLAY: NOT APPLICABLE
PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE
SIGNIFICANT LANDSCAPE OVERLAY: SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3
SPECIAL BUILDING OVERLAY: NOT APPLICABLE
VEGETATION PROTECTION OVERLAY: NOT APPLICABLE
OTHER OVERLAYS: NOT APPLICABLE

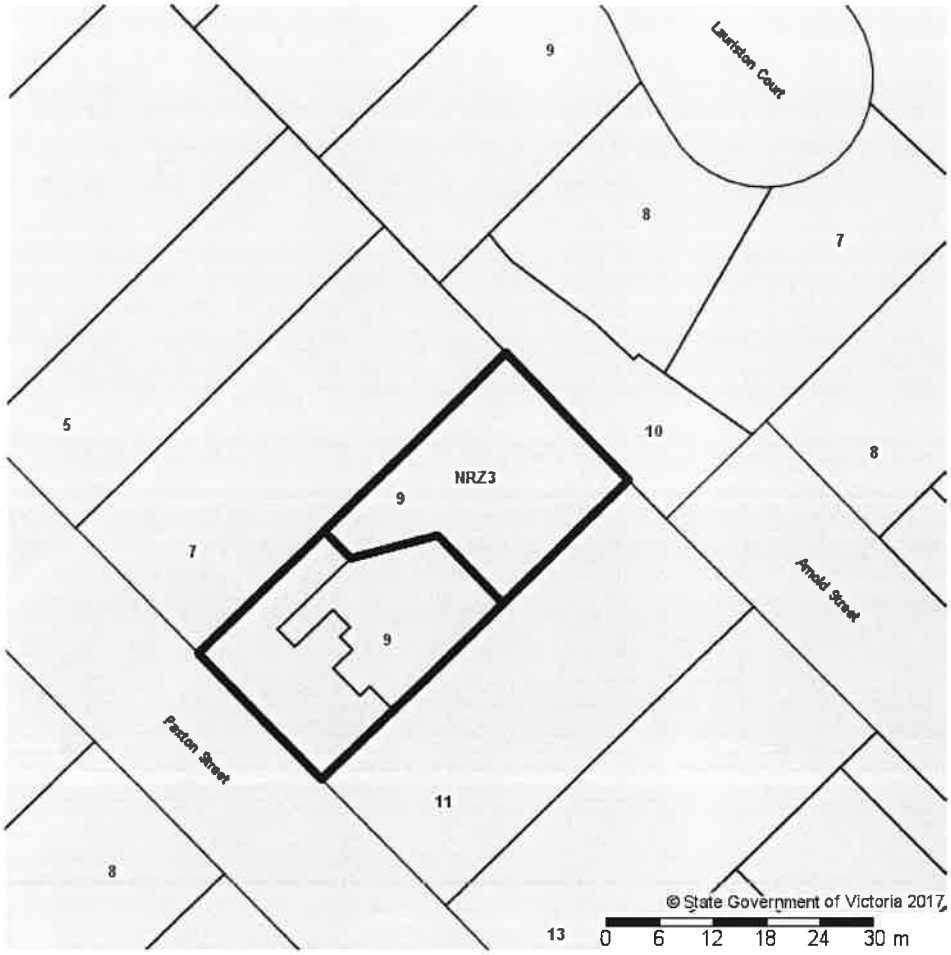
PROPOSED PLANNING SCHEME AMENDMENTS

MAROONDAH C137 PROPOSES TO INTRODUCE A NEW LOCAL PLANNING POLICY AT CLAUSE 22.15 TO PROVIDE POLICY GUIDANCE FOR ENVIRONMENTALLY SUSTAINABLE DEVELOPMENT AND TO AMEND THE MUNICIPAL STRATEGIC STATEMENT AT CLAUSE 21.15 TO REFLECT THIS INTRODUCTION

ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

PLANNING ZONE MAP



ZONING
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989

Maroondah City Council

SAI Global Property Division Pty Ltd
PO Box 447
South Melbourne VIC 3205

Certificate No: 79369
Applicant Ref: 66431815:101365615:486 80
Date: 9 February 2021

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local Law of the Council.

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

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2021 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number:	140807
Property Location:	2/9 Paxton Street Ringwood VIC 3134 Lot 2 SP 26622
Title Details:	CT-9757/443

Valuations

Site Value:	$475,000
Capital Improved Value	$545,000
Nett Annual Value:	$27,250
Relevant Date:	1st January 2020

ADDITIONAL INFORMATION

RE: 2/9 Paxton Street
Ringwood VIC 3134

Certificate No: 79369

FINANCIAL INFORMATION

Assessment No:	1408079		
RATES & CHARGES	**LEVIED**	**REBATES**	**BALANCE**
Arrears			0.00
General Rate	1,124.90	0.00	1,124.90
Waste Service Charge	343.50	0.00	343.50
State Government Fire Levy MFB	142.40	0.00	142.40
Municipal Charge	0.00	0.00	0.00
State Deficit Levy	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-804.00
Less Overpayments			0.00
ASSESSMENT TOTAL			**$806.80**

TOTAL BALANCE **$806.80**

BPAY Payment Details
Biller Code: 118992
Reference Number:0014080790

Please ensure a **Notice of Acquisition** is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

Note: A Notice to Comply for fire hazard clearance may be issued to all owners of vacant land during the declared fire danger period. Although there may be no charge shown on this certificate, it is possible that a charge will exist by the settlement date. Further information on any **Notices to Comply** can be obtained by contacting Local Laws on 03 9294 5653

I acknowledge having received the sum of $27.00 being the fee for this certificate.

Delegated Officer.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

19th February 2021

A-Z CONVEYANCING.
A-ZConveyancing

Dear A-Z CONVEYANCING.,

RE: Application for Water Information Statement

Property Address:	2/9 PAXTON STREET RINGWOOD 3134
Applicant	A-Z CONVEYANCING. A-ZConveyancing
Information Statement	30582695
Conveyancing Account Number	2157742390
Your Reference	Galluzzo

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Encumbrance

Property Address	2/9 PAXTON STREET RINGWOOD 3134

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	2/9 PAXTON STREET RINGWOOD 3134

STATEMENT UNDER SECTION 158 WATER ACT 1989

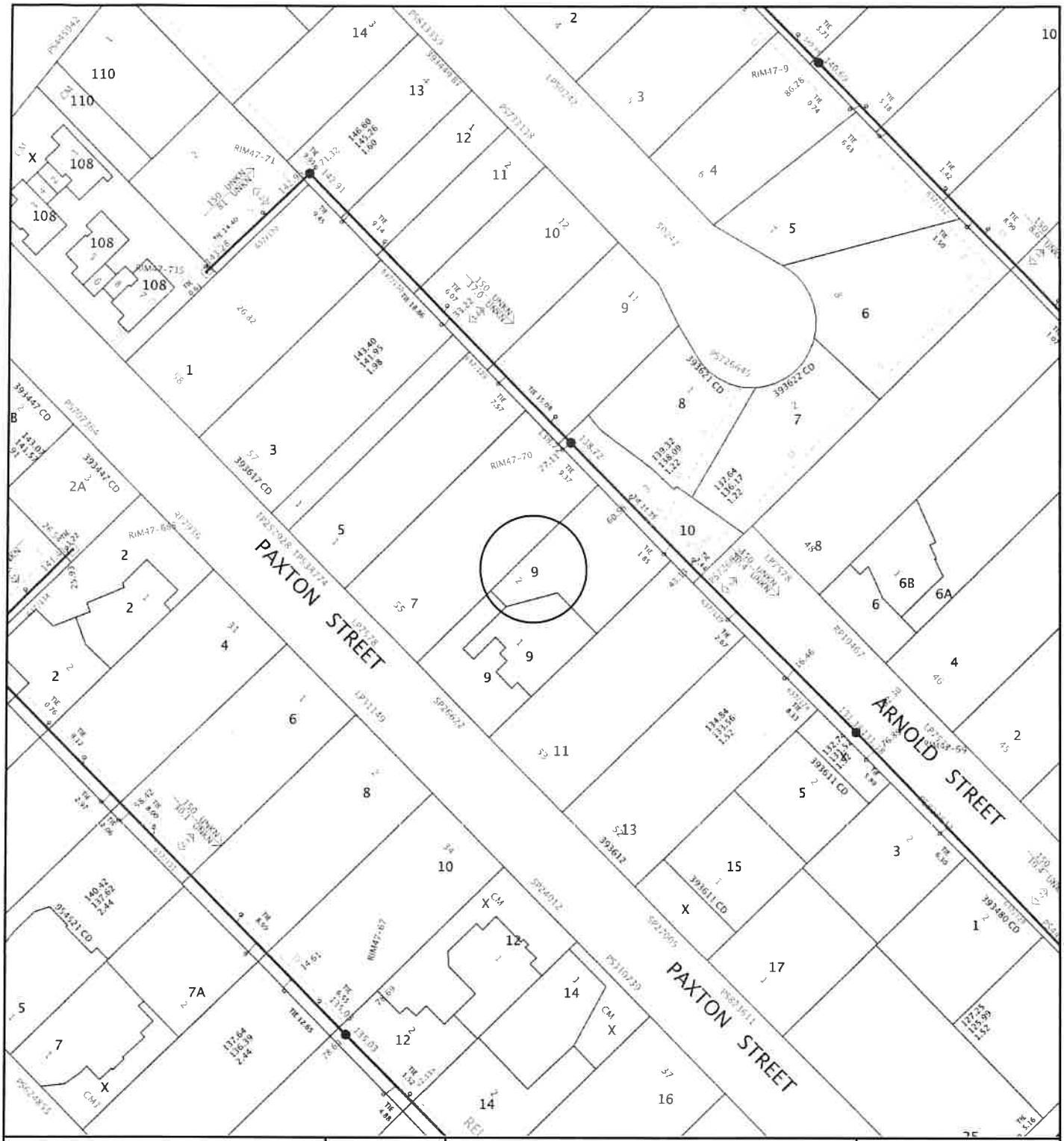
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement Number: 30582695**	**Address**	2/9 PAXTON STREET RINGWOOD 3134	
	Date	19/02/2021	N
	Scale	1:1000	

Yarra Valley Water
ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

A-Z CONVEYANCING.
A-ZConveyancing
kathy@a-zconveyancing.com.au

RATES CERTIFICATE

Account No: 0877860000
Rate Certificate No: 30582695

Date of Issue: 19/02/2021
Your Ref: Galluzzo

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/9 PAXTON ST, RINGWOOD VIC 3134	2\SP26622	1455124	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2021 to 31-03-2021	$19.26	$19.26
Residential Water Usage Charge *Step 1 – 37.000000kL x $2.64460000 = $97.85* Estimated Average Daily Usage $1.01	02-09-2020 to 08-12-2020	$97.85	$0.00
Residential Sewer Service Charge	01-01-2021 to 31-03-2021	$113.00	$113.00
Residential Sewer Usage Charge *37.000000kL x 0.926457 = 34.278892 x 0.900000 = 30.851003 x $1.14260000 = $35.25* Estimated Average Daily Usage $0.36	02-09-2020 to 08-12-2020	$35.25	$0.00
Parks Fee	01-07-2020 to 30-06-2021	$79.02	$0.00
Drainage Fee	01-01-2021 to 31-03-2021	$25.72	$25.72
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$157.98

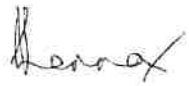
The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
9 PAXTON ST, RINGWOOD VIC 3134	CM\SP26622	1351370	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Estimated Average Daily Usage $0.00	02-09-2020 to 08-12-2020	$0.00	$0.00
Residential Sewer Usage Charge Estimated Average Daily Usage $0.00	02-09-2020 to 08-12-2020	$0.00	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Total Due	$157.98

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1455124

Address: UNIT 2/9 PAXTON ST, RINGWOOD VIC 3134

Water Information Statement Number: 30582695

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 08778600003

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		**Date Paid**		**Receipt Number**	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1455124

Address: UNIT 2/9 PAXTON ST, RINGWOOD VIC 3134

Water Information Statement Number: 30582695

Cheque Amount: $



Roads Certificate

PROPERTY DETAILS

Property Address: Unit 2, 9 Paxton Street RINGWOOD VIC 3134

Title Particulars: Vol 9757 Fol 443

Vendor: DOMENICO GALLUZZO

Purchaser: N/A

Certificate No: 66431815
Date: 10/02/2021
Matter Ref: KB-21/0549
Client: A-Z Conveyancing

MUNICIPALITY

MAROONDAH

ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

Land .vic.gov.au

Property Report from www.land.vic.gov.au on 19 February 2021 03:25 PM

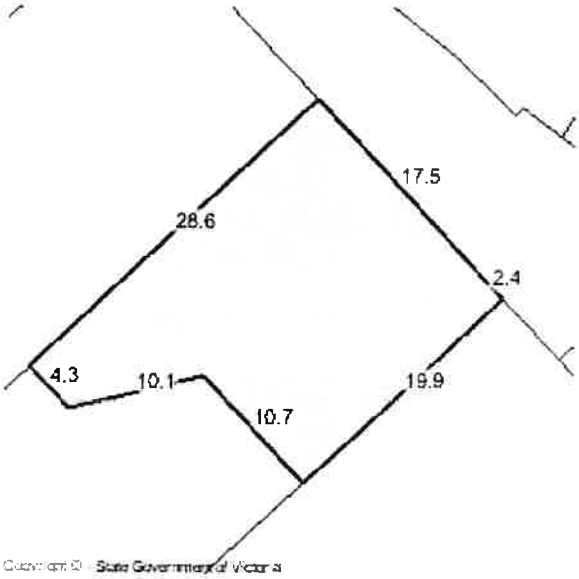
Address: UNIT 2/9 PAXTON STREET RINGWOOD 3134
Lot and Plan Number: Lot 2 SP26622
Standard Parcel Identifier (SPI): 2\SP26622
Local Government (Council): MAROONDAH **Council Property Number:** 222367
Directory Reference: Melway 49 J5

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

Site Dimensions

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



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Area: 454 sq. m
Perimeter: 93 m

For this property:
—— Site boundaries
—— Road frontages

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

For more accurate dimensions get copy of plan at **Title and Property Certificates**

State Electorates

Legislative Council: EASTERN METROPOLITAN
Legislative Assembly: RINGWOOD

Utilities

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Yarra Valley Water
Melbourne Water: inside drainage boundary
Power Distributor: AUSNET (Information about choosing an electricity retailer)

Planning information continued on next page

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Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)

Planning Overlay: SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 (SLO3)

Planning scheme data last updated on 17 February 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

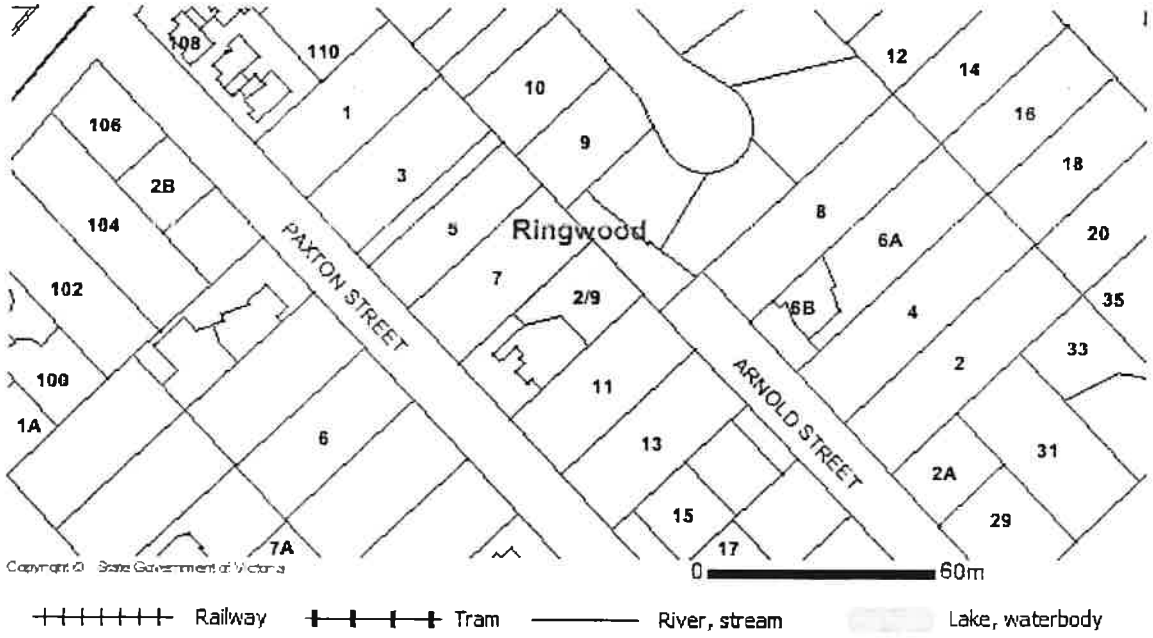
The Planning Property Report includes separate maps of zones and overlays

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



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PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

From www.planning.vic.gov.au on 19 February 2021 03:24 PM

PROPERTY DETAILS

Address:	**UNIT 2/9 PAXTON STREET RINGWOOD 3134**
Lot and Plan Number:	**Lot 2 SP26622**
Standard Parcel Identifier (SPI):	**2\SP26622**
Local Government Area (Council):	**MAROONDAH** www.maroondah.vic.gov.au
Council Property Number:	**222367**
Planning Scheme:	**Maroondah** planning-schemes.delwp.vic.gov.au/schemes/maroondah
Directory Reference:	**Melway 49 J5**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**inside drainage boundary**
Power Distributor:	**AUSNET**

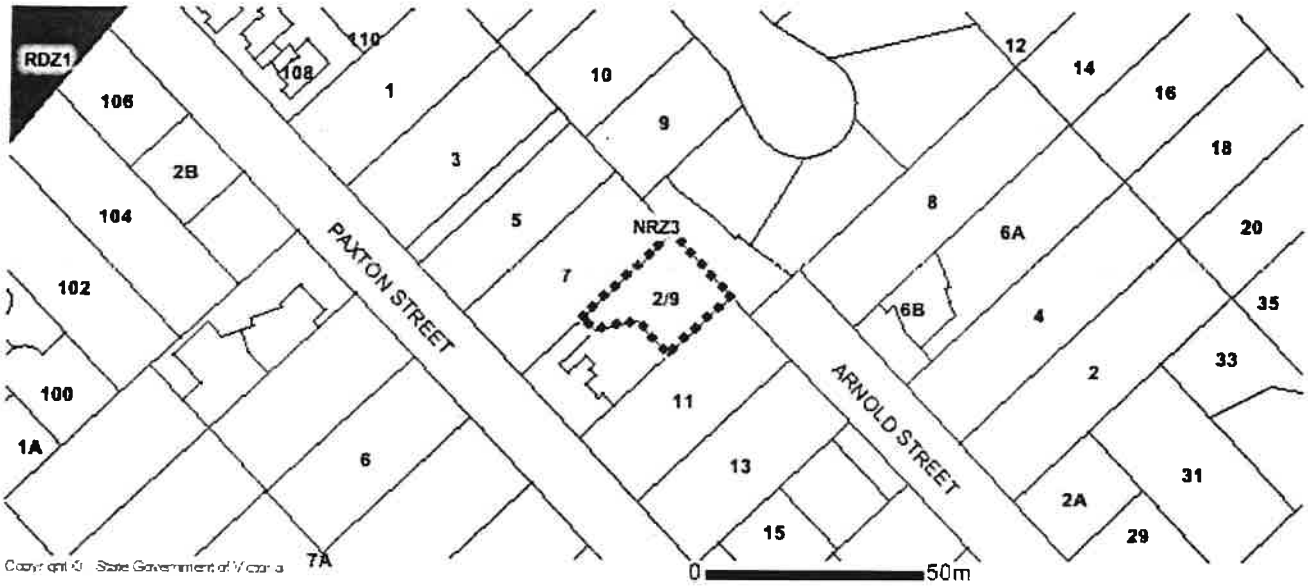
STATE ELECTORATES

Legislative Council:	**EASTERN METROPOLITAN**
Legislative Assembly:	**RINGWOOD**

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)



NRZ - Neighbourhood Residential

RDZ1 - Road - Category 1

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

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

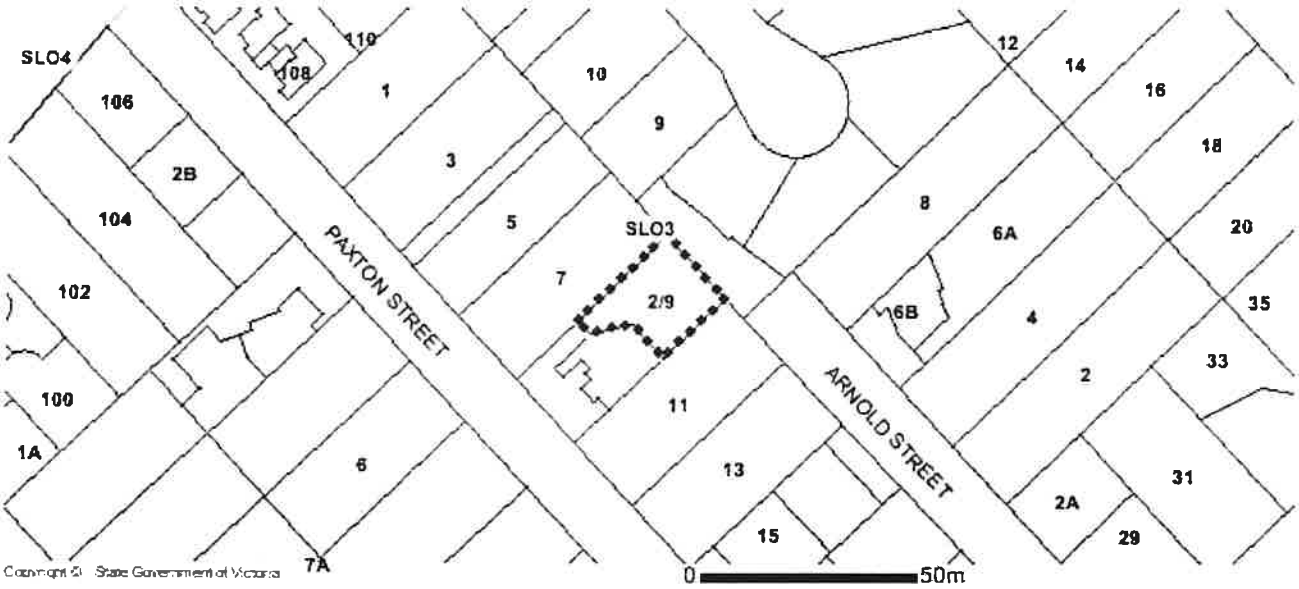
PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 (SLO3)



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SLO - Significant Landscape

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

Further Planning Information

Planning scheme data last updated on 17 February 2021.

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

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

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

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

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

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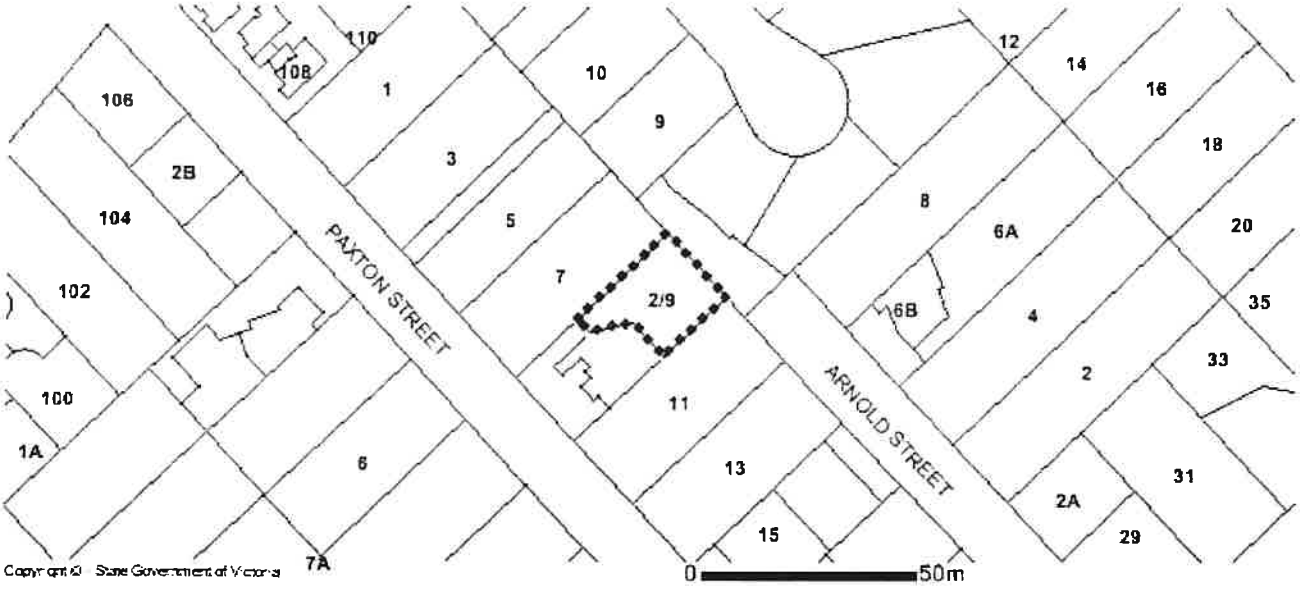
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

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

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

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

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

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

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OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 – Section 151 and Owners Corporations Regulations 2007 – Regulation 12 and Regulations 2018 – Regulation 16

Under Section 151(3) of the Act, the owners corporation must issue an owners corporation certificate within 10 business days after it receives an application.

Reference No. KB-21/0549

This Certificate is issued for: Lot 2 on Owners Corporation Plan No. PS026622R
Property located at: 2 9 Paxton Street RINGWOOD

Under Owners Corporations Regulations 2018 – Regulation 16 – Prescribed information for the purposes of section 151(4)(a) of the Owners Corporation Act, all of which must be included in this Owners Corporation Certificate is:

(a) the current fees for the lot for each quarter or annually or other period, are:
$Nil – **The property is part of a 2 Lot Subdivision and is exempt from the Act**

(b) the date up to which the fees for the lot have been paid, is: N/A

(c) the total of any unpaid fees or charges for the lot, is: N/A

(d) any special fees or levies which have been struck, and the dates on which they were struck and are payable, are: N/A

(e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d), is: N/A

(f) in relation to the owners corporation's insurance cover— N/A the property is part of a 2 Lot Subdivision and is exempt from the Act

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution, is: N/A

(h) the total funds held by the owners corporation, is: N/A

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities: N/A

(j) details of any current contracts, leases, licences or agreements affecting the common property: N/A

(k) details of any current agreements to provide services to lot owners, occupiers or the public: N/A

(l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied: N/A

(m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to

proceedings: N/A

(n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager: N/A

(o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator: N/A

(p) the minutes of the most recent annual general meeting of the owners corporation.
N/A - the property is part of a 2 Lot Subdivision and is exempt from the Act

Under the Owners Corporations Act 2006 – Section 151(b), the following documents must accompany this Owners Corporation Certificate:

(i) a copy of the rules, or, if the rules have been amended the consolidated rules of the owners corporation as recorded on the Register; and
(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and
A statement in the prescribed form required by subsection (ii) is included at Page 3.

THE COMMON SEAL of OWNERS CORPORATION NO.

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

Affix Common Seal here

Signature of Lot Owner .....
Print Name .....

Signature of Lot Owner.....
Print Name.....

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2007 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:

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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

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

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

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

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

3 Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

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

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

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

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

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

3.2 Vehicles and parking on common property

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

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

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

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

3.3 Damage to common property

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

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

(3)An approval under subrule (1) or (2) may state a period for which the approval is granted, and

may specify the works and conditions to which the approval is subject.
(4)An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
(5)The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6 Dispute resolution

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

PRIVACY ACT 1988

COLLECTION NOTICE

Management / Leasing Agreements

The Agent uses personal information collected from the Principal to act as the Principal's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

The Agent may disclose information to other parties including media organisations, potential tenants, clients of the Agent both existing and potential, tradespeople, owners corporations, financial institutions, government and statutory bodies and third parties as required by law. The Agent may also disclose information to other parties on the Internet.

The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1989.

If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Principal can also correct this information if it is inaccurate, incomplete or out of date.

Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act effectively on the Principal's behalf or at all.

RESIDENTIAL TENANCIES ACT 1997

Act No. 109/1997
Version incorporating amendments as at 1 July 2003

3. Definitions

(1) In this Act--

"urgent repairs" means any work necessary to repair or remedy--

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

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.

Sch. 2

(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.

JULIA

30 SEP 2013

Residential Tenancy Agreement

2/9 Paxton Street, RINGWOOD VIC 3134

Residential Tenancies Act 1997 Conditions of Agreement

1. **THIS AGREEMENT** is made on the date specified in item 1 in the Schedule hereto **BETWEEN** the **LANDLORD** whose name is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the **TENANT** whose name and address is specified in item 4 in the Schedule.

PREMISES AND RENT

The **LANDLORD** lets to the **TENANT** the **PREMISES** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **RENTAL** shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the **TENANT** to the party specified in item 8 in the Schedule.

BOND

The **TENANT** shall pay a **BOND** of the amount specified in item 9 of the Schedule to the **LANDLORD/AGENT** on or before the signing of this Agreement.
In accordance with the **Residential Tenancies Act 1997** the **LANDLORD/AGENT** must lodge the **BOND** with the Residential Authority within 10 business days of receiving the **BOND**.

FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 of the Schedule **COMMENCING** on the date specified in item 12 in the Schedule and **ENDING** on the date specified in item 13 in the Schedule and unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

2. **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.

3. **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 the premises and any common areas.
   (c) The **TENANT** who becomes aware of damage to the rented premises must give notice to the **LANDLORD** of any damage to the premises as soon as practicable.

4. **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 the agreement.

5. **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.

6. **QUIET ENJOYMENT**

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

7. **ASSIGNMENT OF LEASE 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 an assignment in writing of this Agreement.

8. **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.)

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

Commencing the Tenancy

9. The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas and oil where the rented premises is separately metered for these services. It is the Landlord's responsibility to pay for the initial connection charges of these services.
10. The Tenant acknowledges that the Landlord's insurance policy does not provide cover for the Tenant's possessions. *Note - It is strongly recommended that the Tenant take out contents insurance to adequately cover those possessions.*
11. The Tenant shall only use the premises for residential purposes unless the written consent of the Landlord to the contrary and shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
12. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Philip Webb Pty Ltd in relation to the suitability of the premises for the Tenant's purposes otherwise than as provided herein.
13. The Tenant acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement and that any change of occupant(s) must be immediately notified to Philip Webb Pty Ltd in writing in accordance with Condition 7 and a Bond Transfer form completed in accordance with the Residential Tenancies Act 1997.
14. The Tenant acknowledges that no promises, representations or warranties have been given by the Landlord or Philip Webb Pty Ltd in relation to any further renewal of this Agreement other than as specified in Item 11 of the attached Schedule.
15. The Tenant acknowledges that the Landlord may require possession of the premises at the termination of this Agreement and may issue a Notice to that effect prior to the expiry of this Tenancy Agreement.
16. The Tenant acknowledges that whilst all due care has been taken by the Landlord and Philip Webb Pty Ltd to ensure that all keys held by previous occupiers of the property have been returned, to ensure total security it is the Landlord and Philip Webb Pty Ltd recommendation that the barrels to all locks are changed.
17. This property does not comply with the Australian Building Codes legal requirements for a Class 1b (Rooming House) property, therefore this property is not to be used for any purpose other than a Class 1a residential premises

During the Tenancy

18. The Landlord acknowledges the Tenant's right to change the locks on the premises providing a duplicate key is supplied to Philip Webb Pty Ltd. The Landlord also acknowledges the Tenant's right to change the alarm code on the premises providing Philip Webb Pty Ltd is immediately advised of the new alarm code.
19. The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by the Landlords Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant.
20. The tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by negligence or misuse of the Tenant.
21. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant, or the Tenants servants, Agents and/or invitees.
22. The tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
23. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. (An example of this could be the storage of flammable liquids or the use of kerosene or oil burning heaters in the premises).
24. The Tenant shall notify the Philip Webb Pty Ltd immediately upon becoming aware of any damage to or defects in the premises.
25. The Tenant shall not paint or affix any sign or any antenna or cabling onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord.
26. The Tenant shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Tenant for collection and returned to its allotted place in accordance with Local Council by-laws.
27. The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
28. The Tenant shall allow the Landlord or Philip Webb Pty Ltd to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The Tenant shall also allow the Landlord or Philip Webb Pty Ltd to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
29. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days notice of the increase.
30. This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

31. The Tenant shall, at the Tenant's expense, replace with a similar type all lighting tubes, globes and down-lights to the premises which become defective during the term of the tenancy unless the defect is proven to be faulty wiring or a defective fitting.

32. The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the premises.

33. The Tenant must check each smoke detector in the premises on a regular basis to ensure they are fully operational to replace the battery with a battery of a similar type in each smoke detector as required; and to immediately notify Philip Webb Pty Ltd of any faulty smoke detector.
Note - these checks are to ensure the safety of the Tenant and the security of the premises.

34. The TENANT agrees that they will not remove the battery from the smoke detector(s) FOR ANY PURPOSE other than replacement.

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

36. No Smoking Clause.The tenant and any guest or occupant is prohibited from smoking inside the premises. Smoking is defined as igniting, inhaling, exhaling or carrying any lighted legal or illegal smoking product

37. All rental payments shall be made on time. ***NO PART PAYMENTS WILL BE ACCEPTED.*** Any costs incurred by the LANDLORD/ AGENT to retrieve rental arrears shall be reimbursed by the tenant.

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

39. Philip Webb Pty Ltd does not guarantee that a spare set of keys is held for the property.

Ending the Tenancy

40. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement.

41. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

42. The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the Agreement to deliver the keys to the premises to Philip Webb Pty Ltd office and to continue paying rent until such time as the keys are delivered.

43. The Tenant acknowledges that pursuant to section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant, the Bond or any part of the Bond paid in respect of the Premises. The tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of $1000.

44. The Tenant agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment at the termination of the tenancy, reinstating the premises or the land on which it is situated to the condition which existed at the commencement of the tenancy.

45. The TENANT will at his/her own expense, at the termination of the tenancy (whatever the cause of the termination might be) have the carpet professionally steam cleaned by a reputable carpet cleaning contractor and provide the AGENT with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration.

46. In accordance with Section 439I of the Residential Tenancies Amendment Act 2010, we will, within 14 days of receipt of a written request, provide a copy of any listing located on a Residential tenancy database used by Philip Webb Pty Ltd. Provision of this information incurs a fee of $25.00 plus GST per person.

47. Special Conditions – Cancellation of Tenancy Agreement

I/We **Karen Brown** hereby agree that should I/We choose to cancel the Tenancy Agreement as provided in Condition 7, I /We will be fully liable to reimburse the Landlord for the following fees and charges which will be confirmed should this situation arise (following charges are indicative only):

- A letting fee representing the unexpired portion of 5% plus GST of the annual rent;
- Any advertising costs incurred including an Internet Marketing cost of $165 plus GST;
- A For Lease board to be erected at a cost of $80 plus GST for erection and removal
- Residential Tenancy Database checks on each applicant at the cost of $22 plus GST per applicant; and
- Continue to pay rent in accordance with the lease until the commencement of the following tenancy or expiry of the existing tenancy, and agree to pay any different or shortfall of rental if the property is re-let at a lower rate.

Signed ..... Dated 30 September 2013

48. Special Conditions – Urgent Repairs

I/We **Karen Brown** hereby acknowledge that Philip Webb Pty Ltd is authorized to attend to Urgent Repairs to a maximum of $1,800 and the Tenant agrees to ensure that all efforts are made to contact the Agent on 9874-3355 during business hours or after hours.

Signed ..... Dated 4 September 2013

49. Special Conditions - Garden

I/We **Karen Brown** hereby agree that I/We will fully and regularly maintain the garden area, including the trees and shrubs in a neat and tidy condition at all times including weeding the garden beds as necessary, removing any garden rubbish, mowing the lawns on a regular basis and watering the garden, trees and lawns (in compliance with any water restrictions that may be in force from time to time).

Signed ..... Dated 4 September 2013

50. Special Conditions – Polished Boards

I/We **Karen Brown** hereby agree that any furniture that is placed on any polished floorboards must be fitted with felt pads to prevent any scratching or scuffing of the floors.

Signed ..... Dated 4 September 2013

51. Special Condition – Transfer of tenants

I/We Karen Brown acknowledge that should there be a change of one or more **TENANTS** during the tenancy, subject to the approval of the Landlord, I/We will be required to reimburse the **LANDLORD** for the costs and charges incurred in connection with the preparation of a written assignment of the tenancy agreement. These costs are $165 including GST per change for **TENANT** documentation.

Signed..... Dated 4 September 2013

52. Special Condition – Pets

I/We **Karen Brown** hereby agree that I/We shall not keep any animal, bird or pet on either a permanent or temporary basis, on the premises situated at **2/9 Paxton Street, RINGWOOD VIC 3134** without the written consent of the Landlord.

Signed ..... Dated 4 September 2013

53. Special Condition – Telephone connection for new properties

I/We **Karen Brown** acknowledge that the **LANDLORD** is only responsible for the initial line installation cost to the property, and I/We remain responsible for the line connection costs, equivalent to a standard reconnection fee. Reimbursement of this cost will only be made upon presentation to the Agent of a copy of the telephone account, showing these connection costs. These costs cannot be deducted a rental payment.

Signed ..... Dated 4 September 2013

54. Swimming Pools/ponds/spas installed by the Tenant

The TENANT agrees that they will not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) on the property without the express written permission of the landlord. The TENANT also agrees that should this permission be granted it will be conditional upon the TENANT obtaining and providing evidence to the owner, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

Signed ..... Dated 4 September 2013

55. Principal Place of residence

Where a landlord under a fixed term agreement lets the landlords premises that immediately before entering into the agreement was his Principal Place of Residence, the landlord may at least 14 days before the end of the tenancy agreement give to the tenant notice to vacate specifying a termination dated that is the date of, or a date after, the end of the fixed term.
This property is/is not the Landlords principal place of residence.

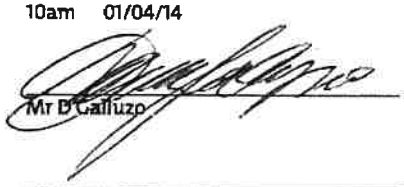
Signed ..... Dated 4 September 2013

I/We hereby acknowledge that I/We have read and understood all the above clauses and have been given the opportunity to ask questions.

SIGNED by the Tenant:

SCHEDULE

Item 1:	DATE OF AGREEMENT		**4 September 2013**
Item 2:	LANDLORD:	Name: Address:	**Mr D Galluzo** C/- PHILIP WEBB RENTALS PTY. LTD. 483 WHITEHORSE ROAD, MITCHAM, 3132
Item 3:	AGENT:	Registered Business Name: Address: Telephone:	PHILIP WEBB RENTALS PTY. LTD. (ACN 149 607 807) 483 WHITEHORSE ROAD, MITCHAM, 3132 9874 3355
Item 4:	TENANT:	Name/s:	**Karen Brown**
Item 5:	PREMISES:	The landlord lets the premises known as **2/9 Paxton Street, RINGWOOD VIC 3134** (together with those items indicated in the schedule)	
Item 6:	RENTAL:	**The rent is $1582.00 per calendar month** and payable **CALENDAR MONTHLY IN ADVANCE**	
Item 7:	COMMENCING ON THE:	**01/10/13**	
Item 8:	RENTAL PAYMENTS TO AGENT:	**483 WHITEHORSE ROAD, MITCHAM, 3132**	
Item 9:	BOND:	**$1560.00 PAID TO RTBA** If the tenant(s) does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the tenant(s) should contact the Residential Tenancies Bond Authority.	
Item 10:	AUTHORISED URGENT REPAIRS:	$1800.00	Urgent repairs Tel: **9874 3355**
Item 11:	FIXED TERM :	**SIX (6) MONTHS**	
Item 12:	COMMENCEMENT DATE:	**10am 01/10/13**	
Item 13:	TERMINATION DATE:	**10am 01/04/14**	

SIGNED by the Landlord: 
Mr D Galluzo

in the presence of: _____ (Witness)

SIGNED by the Tenant(s): 
Karen Brown

in the presence of: _____ (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTION 37 and 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE: To the within named Landlord

I/We
Of

HEREBY GUARANTEE the punctual performance by the within named tenant of all terms conditions and covenants contained in the above Agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.

SIGNED, SEALED & DELIVERED by
the Guarantor in the presence of: _____
_____ (Witness)

The TENANT(s) hereby acknowledges having received a copy of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.....

SIGNED BY TENANT(s): **Karen Brown** .....

Prepared by **Julia Riddell**

SCHEDULE 2

Regulation 8

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

Sch. 2

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2)This rule does not apply to—

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

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

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

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

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

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

3 Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

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

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

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

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

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

3.2 Vehicles and parking on common property

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

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

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

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

p

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: Domenico Galluzzo

PROPERTY: Unit 2, 9 Paxton Street RINGWOOD

1. The Property is not subject to a Mortgage as defined by the Sale of Land Act, 1962 ("the Act").

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT : 23/2/2021

SIGNATURE OF VENDOR .....

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

   A. The particulars provided by the Vendors in this Statement are accurate.
   B. The Contract is not subject to any condition enduring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../2021

SIGNATURE OF PURCHASER(S)

.....

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT ...../.....2021

Signature(s) of the Purchaser .....

SECTION 32 STATEMENT

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

Vendor:	Domenico Galluzzo
Property:	Unit 2, 9 Paxton Street RINGWOOD VIC 3134

VENDORS REPRESENTATIVE
A-Z Conveyancing

PO Box 409
ASHBURTON VIC 3147

Tel: 9813 8349 or 0435 262 168
Email: kathy@a-zconveyancing.com.au

Ref: KB-21/0549