Contract of Sale of Land

Property:

33 Rose Street, Box Hill VIC 3128

May's Conveyancing
301 Springvale Road
SPRINGVALE VIC 3171
Tel: 03 9546 2873
Fax: 03 9547 6048
Ref: TL:15418

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../............../2021

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: ....

.... on ..../............../2021

Print names(s) of person(s) signing: **33 Rose St Pty Ltd ATF Rose Street Trust ACN 612304953**

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

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

Table of Contents

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Blacburn

Address: 98 South Parade, Blackburn VIC 3130

Email: obrienrealestate.com.au

Tel: 9894 2044 Mob: Fax: Ref:

Vendor

Name: 33 Rose St Pty Ltd ATF Rose Street Trust ACN 612304953

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: May's Conveyancing

Address: 301 Springvale Road, Springvale VIC 3171

Email: info@maysconveyancing.com.au

Tel: 03 9546 2873 Mob: Fax: 03 9547 6048 Ref: 15418

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	6160	Folio	972	52	001247

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 33 Rose Street, Box Hill VIC 3128

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

All fixtures and fittings as inspected.

Payment

Price	$	
Deposit	$	by (of which 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)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day 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 box is checked, in which case the property is sold subject toa tenancy:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on .... / .... /20.......... with [..........] options to renew, each of [..........] years

OR

☐ a residential tenancy for a fixed term ending on .... / .... /20..........

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: ____________________

Loan amount: no more than ____________________ 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

Instructions: *It is recommended that when adding special conditions:*

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

Special Condition 1 - Identity of Land

The Purchaser admits that the land as offered for sale and inspected by him/her is identical with that described in the title particulars given herein. The Purchaser shall not make any requisitions, claim any compensation, rescind the contract or delay settlement for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended). Without limiting Special Condition 5, the Purchaser shall not be entitled to make any objection or claim for compensation in respect of or by reason of:

(a) Any boundary of the Land being unfenced or any boundary fences or wall being not upon or within such boundary;

(b) Any alterations in the number of lots in the Plan or numbering, size or locations or entitlements or permitted use of any lot in the Plan) other than the Lot);

(c) The existence or passage through or on the Property or any adjoining lot of mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to the Property or other adjoining lot or jointly or to both or otherwise and whether subject to registered easement or otherwise.

Special Condition 2 - Condition of Property and Chattels

The Purchaser acknowledges that he/she has inspected the Property and Chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

Special Condition 3 - The Purchaser agrees that

(a) Prior to signing this Contract the Purchaser inspected and established the state and condition of the Property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering of Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;

(b) Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any service to the Property and no claim shall be made against the Vendor in relation thereto.

Special Condition 4 - Default

(a) General Condition 33 of the Contract of Sale is deleted and replaced with "If the Purchaser defaults in payment of any money under this Contract the, without prejudice to any other rights of the Vendor, interest at a rate of 15% calculated daily and computed upon the money overdue during the period of default; must be paid by the Purchaser to the Vendor upon demand".

(b) If the Vendor has purchased another property which is reliant upon the sale of the property described in this transaction, the Vendor is entitled to charge any interest and/or charges incurred to him/her on such purchase due to the default of the Purchaser in this transaction.

(c) If the Purchaser breaches this Contract then in addition to the Vendors' other rights under this Contract the Purchaser:

  I. Must remedy the relevant breach and where the breach is incapable of remedy, pay compensation to the Vendors' satisfaction;

  II. Must pay to the Vendor an amount equal to all costs, liability, loss or damage suffered or incurred by the Vendor as a result of the breach;

  III. Is responsible for and indemnifies the Vendors against Loss.

(d) The Vendors Conveyancer will charge an amount of $165.00 to the Purchaser where the Purchaser defaults under this Contract of Sale including failure to settle on scheduled date and each time it is to be rescheduled a further $165.00 shall be charged.

Special Condition 5 - Purchasers buying unequal interest

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

Special Condition 6 - Nomination

If the contract says that the property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser must, at least 21 days before the settlement date, nominate a substitute or additional Purchaser ("the Nominee") the Named Purchaser remains personally liable for the due performance of the all the Purchaser's obligations under this Contract of Sale.

Special Condition 7 - Statement of Adjustments

The Purchaser or it's representative shall deliver the statement of adjustments at least 10 business days prior to Settlement with all supporting certificates. If it is received within 10 business days prior to Settlement, Settlement shall take place 10 business days after they are confirmed to be received by the Vendor's Conveyancer.

Special Condition 8 – Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants to the Vendor that any approval required under the *Foreign Acquisitions and Takeovers Act 1975 (cth)* to enter into this Contract has been obtained or that a Statement of non-objection in connection with the *Foreign Acquisition and Takeovers Act 1975 (Cth)* has been obtained. The Purchaser undertakes to keep the Vendor fully indemnified against any loss, real or consequential, which the Vendor or the Vendor's appointed servants or agents may suffer as a result of the Purchaser failing to obtain the aforesaid approval or statement of non-objection or both which failure results in loss or damage to the Vendor.

Special Condition 9 – SRO Duties Form

Once the Purchaser has confirmed with the Vendor's representative that all special conditions benefiting the Purchaser have been met (e.g. finance, building, pest, subject to sale);

(a) The Vendor must prepare the electronic document require for assessment within the State Revenue Office Duties Online (DOL) system and provide the Purchaser with the DOL document ID number.

(b) The above statement/document must be finalized to a state where it is ready for signature by the Purchaser not less than fourteen (14) days prior to Settlement.

(c) Should the Purchaser fail to finalise the Duties On Line Document at least 14 Days prior to Settlement or the Purchaser changes the Duties Online Document creating a need for the Vendor to resign the Duties on Line Form the Vendor will not be required to settle this matter for 14 Days from that date.

Special Condition 10 – Variations to the Contract of Sale

If the Purchaser requests for any variations to the Contract of Sale particulars such as extensions for finance and deposit or variation to the due date for Settlement, the Purchaser acknowledges that they will incur a fee of $165.00 per each variation request.

Special Condition 11 - General Conditions deleted

General Conditions 31.3, 31.4, 31.5 and 31.6 are deleted.

Special Condition 12 - Auction Conditions (if applicable)

(a) The property is offered for sale by public auction subject to the Vendor's reserve price. The rules for the conduct of the auction will be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 (Vic) ("Regulations") or any rules prescribed by the Regulations which modify or replace those Schedules.

(b) The Purchaser acknowledges that within a reasonable time before the auction of the property the auctioneer provided and the Purchaser inspected Schedule 1 of the Regulations – Rules for the conduct of Public Auctions of land and Schedule 5 of the Regulations – Information concerning the conduct of Public Auctions of land.

(c) The Purchaser acknowledges and confirms that the auction of the property was conducted in accordance with the Regulations.

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 behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

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 at the foot 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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 1.14 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

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

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.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	33 ROSE STREET, BOX HILL VIC 3128

Vendor's name	33 Rose St Pty Ltd ATF Rose Street Trust ACN 612304953	Date / /
Vendor's signature	______________________	

Purchaser's name		Date / /
Purchaser's signature	______________________	
Purchaser's name		Date / /
Purchaser's signature	______________________	

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $3,500.00

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

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

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Not Applicable

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

3.2 **Road Access**

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act 1993* if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

☒ The required specified information is as follows:

(a)	Name of planning scheme	Whitehorse Planning Scheme
(b)	Name of responsible authority	City of Whitehorse
(c)	Zoning of the land	General residential
(d)	Name of planning overlay	Heritage Overlay, Parking Overlay, Vegetation Protection Overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

(a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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.

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

VOLUME 06160 FOLIO 972

Security no : 124087983966H
Produced 08/02/2021 11:02 AM

LAND DESCRIPTION

Lot 52 on Plan of Subdivision 001247.
PARENT TITLES :
Volume 03554 Folio 689 to Volume 03554 Folio 690
Volume 05340 Folio 826
Created by instrument 1669761 19/11/1937

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
33 ROSE ST PTY LTD of 26 MCCUBBIN STREET BURWOOD VIC 3125
AM993643M 04/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM993644K 04/08/2016
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE TP472150G 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: 33 ROSE STREET BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	**Plan**
Document Identification	**LP001247**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**08/02/2021 11:13**

PLAN OF SUBDIVISION
OF PART OF CROWN PORTIONS 25A & 26
PARISH OF NUNAWADING
COUNTY OF BOURKE

VOL. 1250 FOL. 858
VOL. 1501 FOL. 161

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

LP 1247
EDITION 4

Stamp
04 OCTOBER 1886

3 SHEETS
SHEET 1

COLOUR CODE
R1 & R2 = BROWN

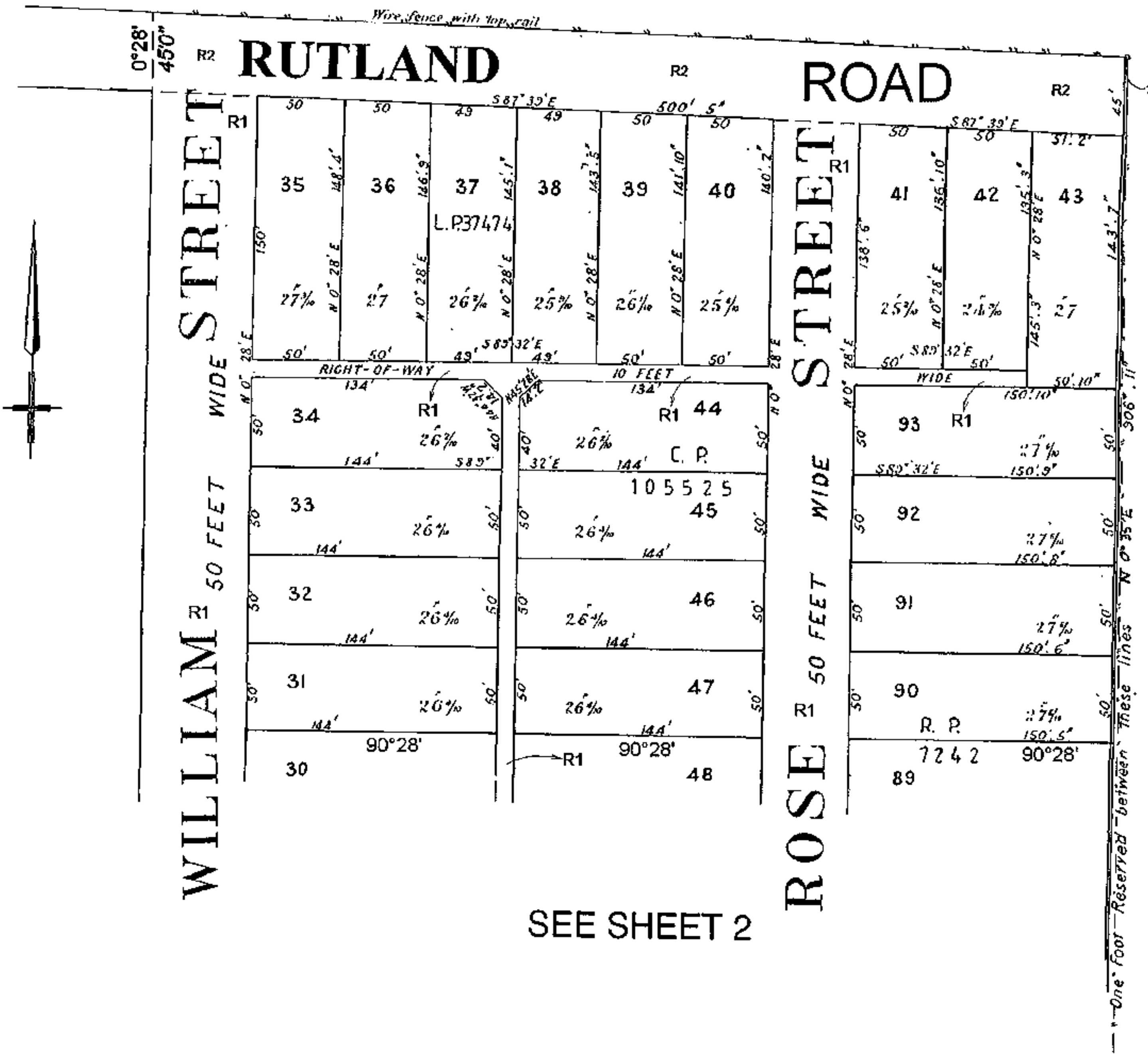
APPURTENANCIES

AS TO LOTS 3, 4, 7, 8, 24, 32, 33, 36, 71-74(B.I) & 92 TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS COLOURED BROWN ON THIS PLAN

AS TO LOTS 10, 12, 14, 15, 19, 38 & 46 TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS ABUTTING THE SAID LOTS

ENCUMBRANCES

AS TO THE ROAD R1 & R2 ANY EASEMENTS AFFECTING THE SAME



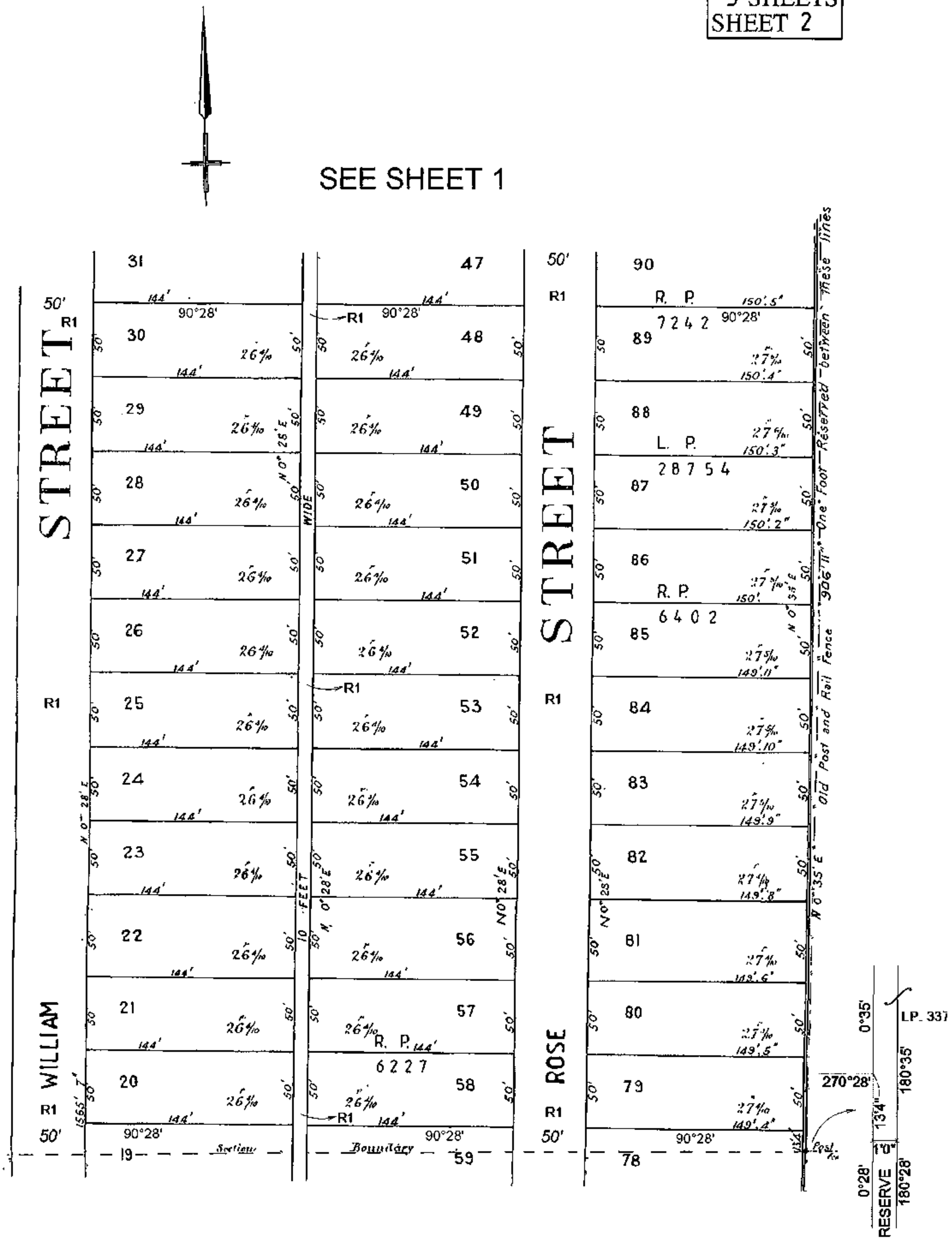
SEE SHEET 2

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	**Plan**
Document Identification	**TP472150G**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**08/02/2021 11:13**

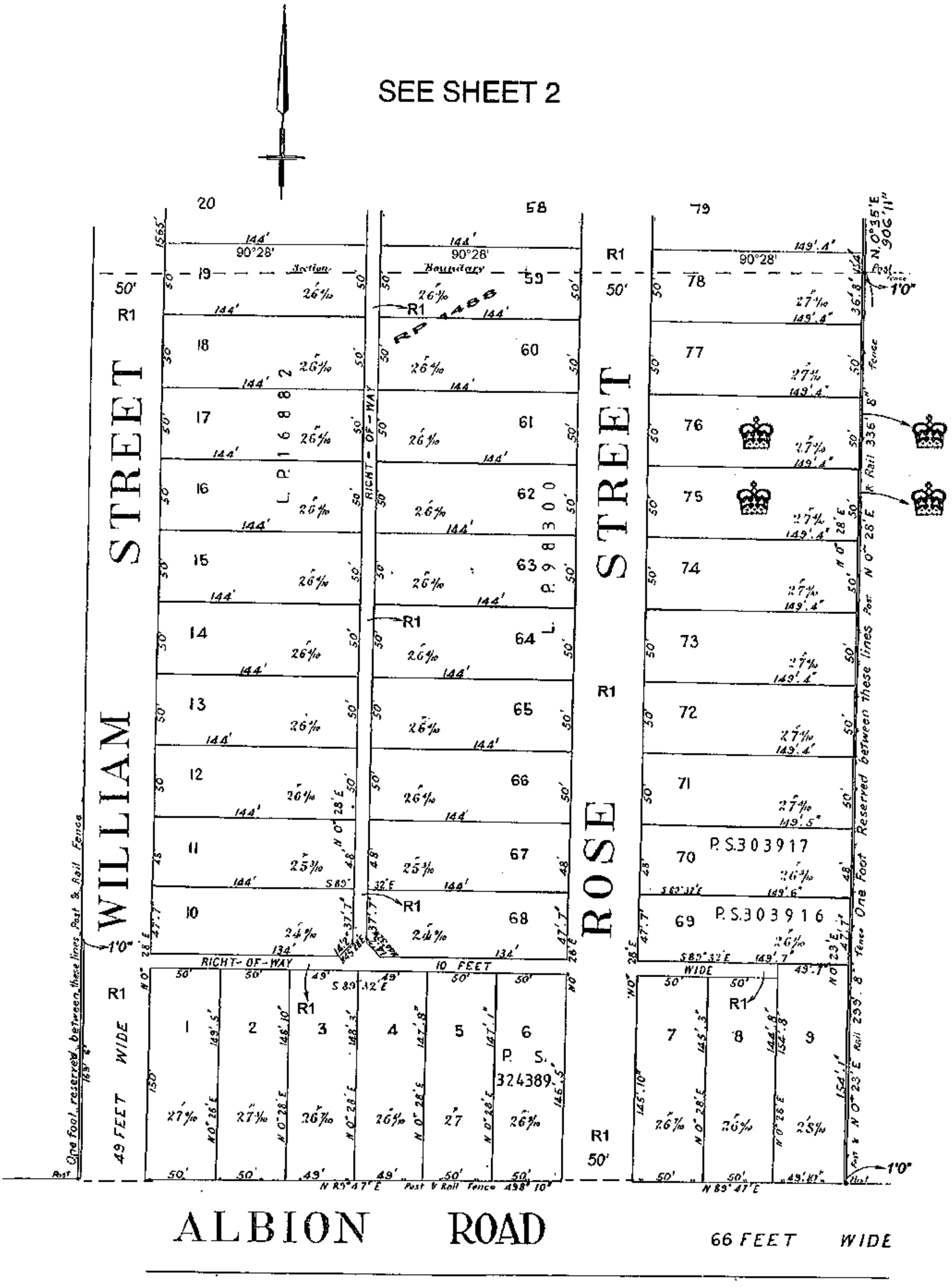
SEE SHEET 1



SEE SHEET 3

LP 1247

3 SHEETS
SHEET 3



TITLE PLAN	EDITION 1	TP 472150G

Location of Land

Parish : NUNAWADING
Township :
Crown Allotment : A (PT)
Crown Portion :
Portion : 25

Base record : DCMB
Last Plan Reference : LOT 52 ON LP 1247
Derived From : VOL. 6160 FOL. 972

Depth Limitation : NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land/ Easement Information

All that piece of Land delineated and coloured red on the map in the margin being Lot 52 on Plan of Subdivision No.1247 lodged - in the Office of Titles and being part of Crown Allotment A Portion Twenty-five- Parish of Nunawading County of Bourke - Together with a right of carriage way --- over the roads shewn on the said Plan of Subdivision included in the land ------- described in Certificate of Title Vol.1250 Fol.249858 - - - - - - - - - - - - - - -

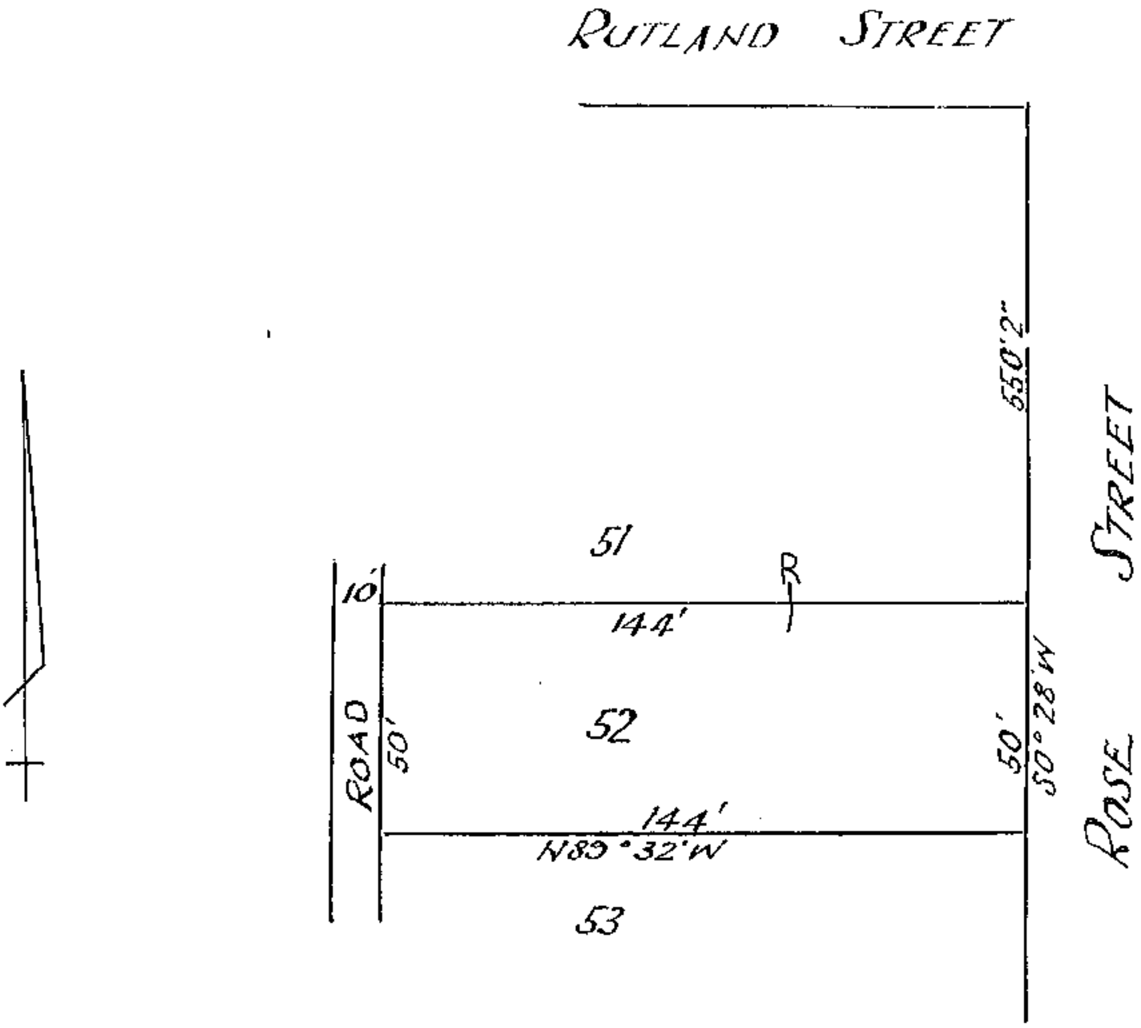
THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES

COMPILED: Date 22/03/05

VERIFIED: A. DALLAS
Assistant Registrar of Titles

COLOUR CODE

BL=BLUE G=GREEN
BR=BROWN P=PURPLE
Y=YELLOW R=RED



LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 Sheets

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER
LP 1247

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		STREET NAME AMENDED FROM ALBION ST TO ALBION RD	CORR.28/19643 & 29/29078			1	
		WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.					
		STREET NAME AMENDED FROM RUTLAND ST TO RUTLAND RD	LP 37474			2	AD
THIS PLAN		APPURTENANCY NOTATION ADDED				2	AD
ROAD	R1	EASEMENTS ENHANCED				3	AD
LOTS 75 & 76		TRANSFER TO THE QUEEN	G534192			3	AD
ROAD	R2	EASEMENTS ENHANCED				4	AD

CITY OF WHITEHORSE

Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 3097
Date of Issue: 16 February 2021
Applicant's Reference: 15418

May's Conveyancing
301 Springvale Road
SPRINGVALE VIC 3171

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number: 63126		**Check Digit:** 7
Property Description:	LOT 52 LP 1247 25A	
Property Address:	33 Rose Street, BOX HILL VIC 3128	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2020 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2020.

Site Value:	$1,210,000
Capital Improved Value:	$1,395,000
Net Annual Value:	$69,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021
DECLARED BY COUNCIL 22 JUNE 2020
FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021

General Rates	2,390.50
FSPL Fixed Charge	113.00
FSPL Variable Rate	75.30
TOTAL CURRENT LEVIED	**$2,578.80**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$0.00**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

<u>Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Levy Act 2012*</u>
A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2020/2021 rating year, due dates for instalments are 30 September 2020, 30 November 2020,
1 March 2021 and 31 May 2021. Due date for lump sum payment is 15 February 2021.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

A. There are no monies owed for works under the *Local Government Act 1958*.

B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply
or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:

Authorised Officer: ______________________

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000631267
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

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

Mays Conveyancing
info@maysconveyancing.com.au

RATES CERTIFICATE

Account No: 7910898249
Rate Certificate No: 30579562

Date of Issue: 08/02/2021
Your Ref: 15418

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
33 ROSE ST, BOX HILL VIC 3128	52\LP1247	1168910	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2021 to 31-03-2021	$19.26	$19.26
Residential Sewer Service Charge	01-01-2021 to 31-03-2021	$113.00	$113.00
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
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
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
		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.

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: 1168910

Address: 33 ROSE ST, BOX HILL VIC 3128

Water Information Statement Number: 30579562

HOW TO PAY

Biller Code: 314567
Ref: 79108982493

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: 1168910

Address: 33 ROSE ST, BOX HILL VIC 3128

Water Information Statement Number: 30579562

Cheque Amount: $

Yarra Valley Water

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

8th February 2021

Mays Conveyancing

Dear Mays Conveyancing,

RE: Application for Water Information Statement

Property Address:	33 ROSE STREET BOX HILL 3128
Applicant	Mays Conveyancing
Information Statement	30579562
Conveyancing Account Number	1599580000
Your Reference	15418

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	33 ROSE STREET BOX HILL 3128

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.

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	33 ROSE STREET BOX HILL 3128

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

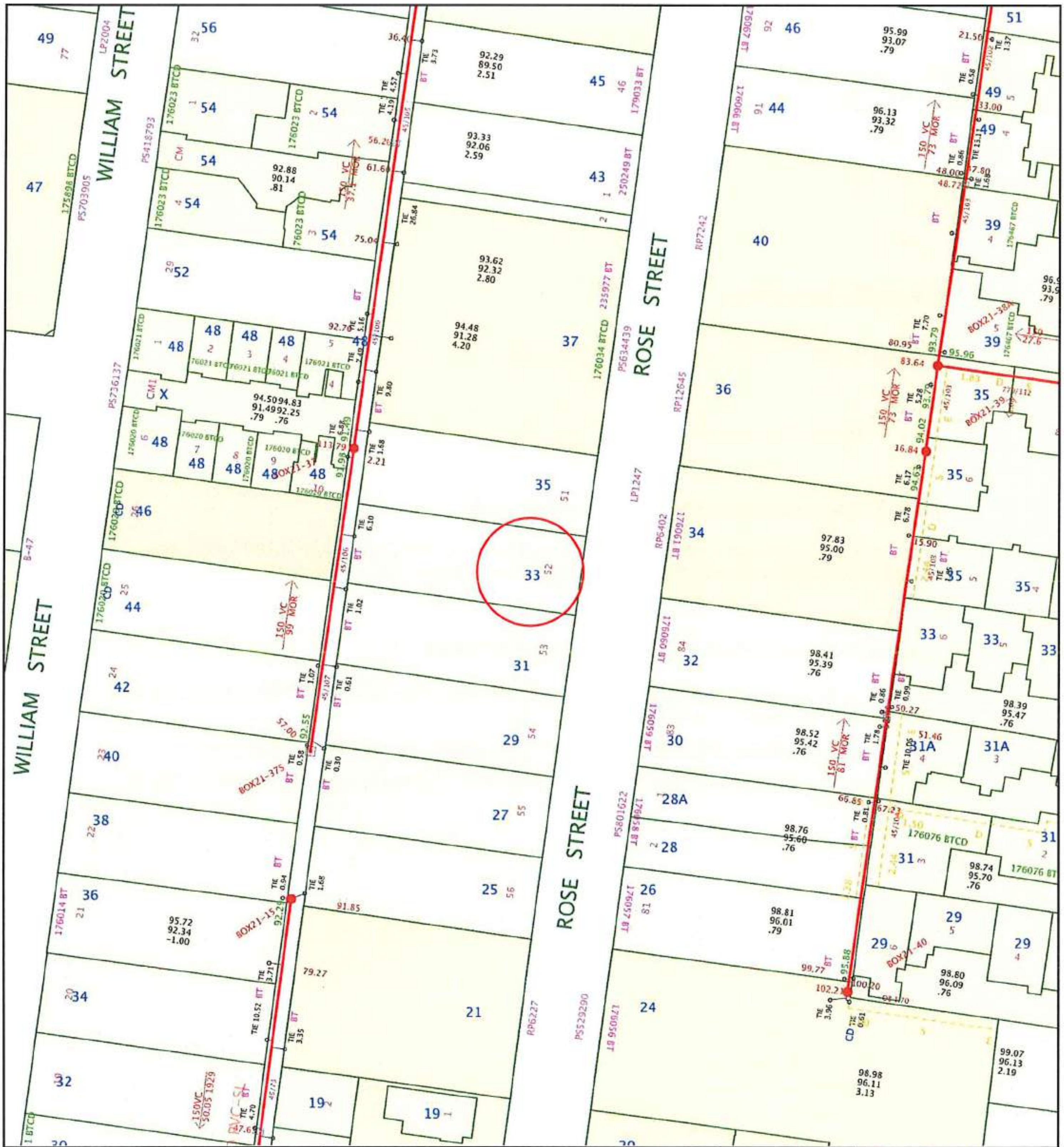
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 30579562

Address	33 ROSE STREET BOX HILL 3128
Date	08/02/2021
Scale	1:1000

N

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;

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

716267

APPLICANT'S NAME & ADDRESS

MAY C/- LANDATA

MELBOURNE

VENDOR

33 ROSE STREET PTY LTD

PURCHASER

NA, NA

REFERENCE

15418

This certificate is issued for:

LOT 52 PLAN LP1247 ALSO KNOWN AS 33 ROSE STREET BOX HILL
WHITEHORSE CITY

The land is covered by the:
WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

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

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

08 February 2021

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

VICTORIA State Government

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

<u>Please note: The map is for reference purposes only and does not form part of the certificate.</u>

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

VICTORIA State Government

VICTORIA State Government | Environment, Land, Water and Planning

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)

SLO - Significant Landscape

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

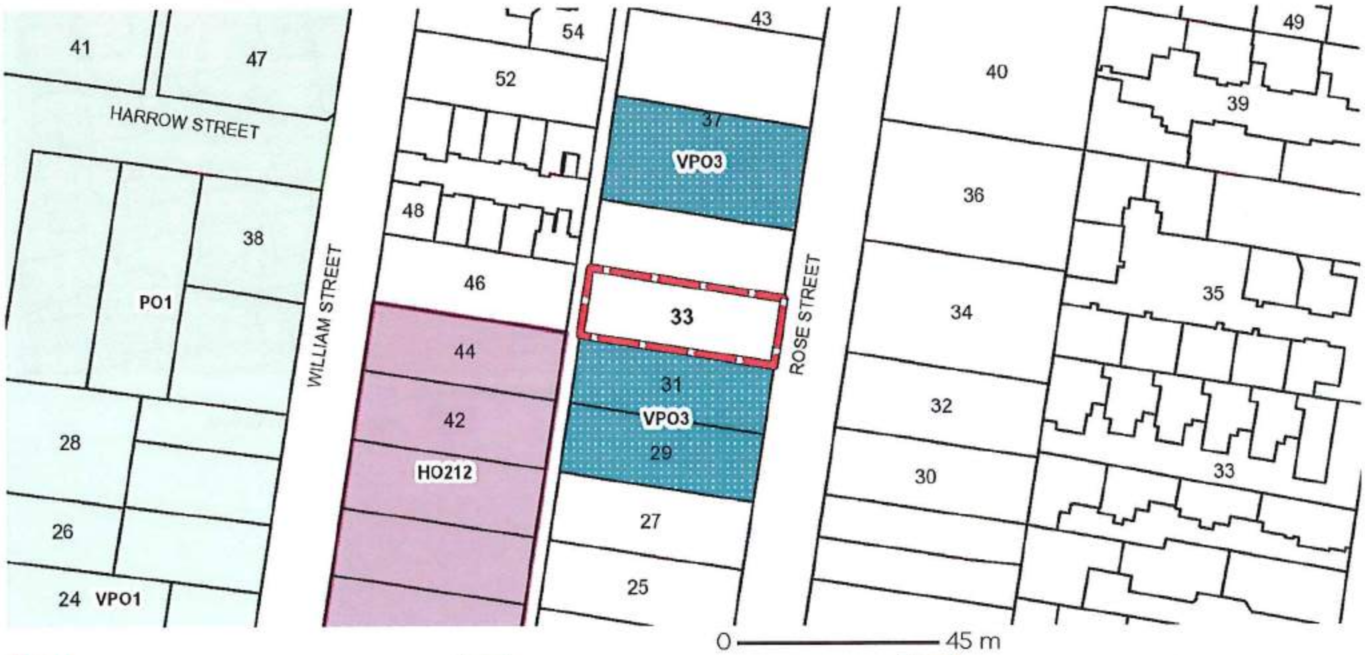
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

PARKING OVERLAY (PO)

VEGETATION PROTECTION OVERLAY (VPO)



HO - Heritage

PO - Parking

VPO - Vegetation Protection

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 08 February 2021 11:32 AM

PROPERTY DETAILS

Address:	**33 ROSE STREET BOX HILL 3128**
Lot and Plan Number:	**Lot 52 LP1247**
Standard Parcel Identifier (SPI):	**52\LP1247**
Local Government Area (Council):	**WHITEHORSE** — www.whitehorse.vic.gov.au
Council Property Number:	**223448**
Planning Scheme:	**Whitehorse** — Planning Scheme - Whitehorse
Directory Reference:	**Melway 75A J6**

UTILITIES

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

View location in VicPlan

STATE ELECTORATES

Legislative Council:	**EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

GRZ - General Residential | **NRZ - Neighbourhood Residential** | **RGZ - Residential Growth**

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

Further Planning Information

Planning scheme data last updated on 3 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 https://mapshare.maps.vic.gov.au/vicplan

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

Designated Bushfire Prone Areas

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

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

Designated bushfire prone areas maps can be viewed on VicPlan at https://mapshare.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 https://www.vba.vic.gov.au

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

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

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).

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

May
301 SPRINGVALE ROAD
SPRINGVALE 3171

Client Reference: 15418

NO PROPOSALS. As at the 8th February 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

33 ROSE STREET, BOX HILL 3128
CITY OF WHITEHORSE

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

Date of issue: 8th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

Jellis
Craig

Authority & Owner Instructions Combined

33 Rose St, Box Hill VIC 3128

Whitehorse Eastern Group Rentals Pty Ltd

Sandi Van Tonder
sandivantonder@jelliscraig.com.au

Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund

Essential Particulars

Agent

Name	Whitehorse Eastern Group Rentals Pty Ltd
Trading as	Jellis Craig Whitehorse Rentals
Address	8a Main Street, Blackburn, Vic 3130
ACN	634 781 641
ABN	53 634 781 641
Telephone	8877 4888
Email	whitehorsepm@jelliscraig.com.au
Attention	Cassie Goodluck

Client(s)

Name	Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
Address	Burwood One Shop F5/172-210 Burwood Hwy BURWOOD EAST VIC 3151
Mobile	0431 290 577
Email	thanhchau09@hotmail.com

Property

Address	33 Rose St, Box Hill VIC 3128

Authority Period

Exclusive Period	120 days
Continuing Period	120 days after expiry of the Exclusive Period

Rent

Amount	$630.00 per week

Security Bond

Amount	$3780.00 / six weeks rental

Services

Refer to attached 'Schedule of Services'

Fees

Refer to attached 'Schedule of Fees'

Urgent Repair Limit

The Agent is authorised to undertake urgent repairs up to $3000.00 – refer Clause 18

Agreement

The Client appoints the Agent to perform the Services in respect of the Property in exchange for payment of the fees subject to the conditions attached to this Authority and the Agent accepts that Appointment.

The Client verifies that the Client is the legal owner of the Property and all owners are listed above as the Client.

Important

- The Agent must give the Client a signed copy of this Authority when it is signed by the Client.
- The Agent must complete the details of the Services and the fees before this Authority is signed.
- The attached Conditions form part of this Authority.

Agent's Fee Schedule

Leasing Fee (to initial tenant)

Leasing Fee	1 weeks rent plus GST
Dollar amount of estimated Leasing Fee	$693.00 including GST of $63.00 on leasing at $32856.00 per annum

The Agent will be entitled to the Leasing Fee each time a Lease is entered into in respect of the Property during the Term, subject to clause 3 of this Authority. The Agent will be entitled to deduct the Leasing Fee from the first rental payment received from the Tenant.

Re-Leasing Fee (to existing tenant in possession)

Re-Leasing Fee	$70.00 plus GST

The Agent will be entitled to the Re-Leasing Fee if a Lease is entered into with an existing Tenant who is currently in possession of the Property during the Term, subject to clause 3 of this Authority. The Agent will be entitled to deduct the Re-Leasing Fee from the first rental payment received from the Tenant after the commencement of the new Lease.

Management Fee

Management Fee	5.5% including GST of the Monthly Rental
Dollar amount of estimated Management Fee	A monthly payment of $150.59 incl. GST of $13.69 if the Property is leased at $2738.00 per month

The Agent will be entitled to the Management Fee each month while the Property is tenanted during the Term, subject to clause 3 of this Authority. The Management Fee will be payable monthly in arrears, and the Agent will be entitled to deduct the Management Fee from rental payments received from the Tenant.

Marketing Expenses

Refer to schedules of Marketing Expenses and Managing Expenses provided.

The Client acknowledges having been informed by the Agent, before signing this Authority that the Agent's Fees and Charges and the Marketing Expenses are subject to negotiation.

Agreement

1. Our Commitment

(1) Services - The Agent will perform and provide the Services:

(a) With reasonable professional skill and care and in good faith with regard to interest of the Client in the Property.

(b) With the diligence expected of a professional estate agent.

(c) In compliance with all applicable laws, good estate management and Professional Conduct Rules of Real Estate Institute of Victoria.

(d) In accord with any deadline or timing reasonably required by the Client.

(2) Other Advisors - The Agent shall co-operate with any other professional advisors instructed by the Client in relation to the Property whose names have been notified to the Agent and supply to them promptly at the reasonable expense of the Client all such information concerning the Property as they shall reasonably request.

2. Our Fees

(1) The Client authorises the Agent to deduct the Fees and Charges from any Rent received for the Property.

(2) This Authority may only be modified with the written consent of the authorised officer of the Agent.

(3) If any Tenant fails to take occupation of the Property and the Client is entitled to any forfeited Rent the Client will take all reasonable steps to recover any such money from the Tenant and/or any other person who may be liable for payment.

(4) If the Property is leased and no Rent is received by the Agent the Client will pay all Fees and Charges to the Agent upon written request.

(5) Any moneys payable by the Client to the Agent which remain unpaid thirty days after the Agent issues an invoice shall be deemed to be overdue and attract interest at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983. Interest shall be calculated on the amount overdue from time to time calculated from the date of invoice until paid in full.

3. Leasing Property

If requested by the Client the Agent shall use best endeavours to lease the Property for the Client and in exchange the Client shall pay the Fees and Charges if the Property is leased:

(1) During the Exclusive Period by the Agent or by any other person.

(2) During the Continuing Period by the Agent.

(3) To a person introduced to the Property by the Agent before the signing of this Authority or

(4) Within four calendar months after expiry of the Authority Period for the Rent to a person introduced to the Property within the Authority Period as a result of the introduction by the Agent.

(5) If the Agent leases the Property during the Authority Period the Client authorises the Agent to subsequently release the Property to any Tenant or any transferee or any new Tenant and the Client shall pay the Agent the appropriate Fees and Charges notwithstanding that the Authority Period may have expired.

(6) If the Property is not leased during the Authority Period or the Continuing Period the Client appoints the Agent to lease the Property on a non-exclusive basis for a further Continuing Period.

4. Marketing Expenses

Unless expressed to the contrary in this Authority the Client shall pay the Marketing Expenses agreed from time to time to the Agent upon written request. The Agent shall provide the Client with an itemised list of Marketing Expenses incurred as reasonably required by the Client.

5. Cancelling Authority

The Client may cancel this Authority at any time after 30 days from the date of this Authority by giving written notice to the Agent.

6. Managing Property

If requested by the Client the Agent will manage the Property and the Client will pay the Fees and Charges for the period during which the Agent manages the Property.

7. Property

(1) The Client acknowledges that the Agent will be relying on the truth, accuracy and completeness of all information provided by the Client in respect to the Property.

(2) The Agent shall not be responsible or liable to the Client to verify the truth, accuracy and completeness of any information provided by the Client in respect to the Property.

(3) The Client shall notify the Agent as soon as possible following any change to or receipt of additional information relevant to the leasing and/or management of the Property.

(4) The Client acknowledges to and agrees with the Agent that there is no patent or latent defect in the Property which would amount to a Dangerous Condition.

(5) The Client acknowledges to and agrees with the Agent that if at any time the Client becomes aware of any Dangerous Condition the Client shall give to the Agent prompt notice in writing of the Dangerous Condition.

(6) If the Agent advises the Client of any potential or actual defect with the Property that advice shall be deemed sufficient notice to the Client of a Dangerous Condition.

8. Indemnity

(1) The Client indemnifies the Agent against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by the Agent arising from any proceeding against the Agent where such loss or liability was caused or contributed to by:

(a) A breach of any obligations under this Authority by the Client.

(b) Any wilful, unlawful or negligent act or omission by the Client.

(c) Any failure by the Client to provide full accurate and complete information about the Property.

(2) The Agent shall not be liable to the Client for any act or omission of any person engaged by the Client and the Client shall indemnify the Agent against any liability, claim, damage, loss, cost and expense (including reasonable legal costs and expenses) arising from or incurred in connection with such loss, act or omission.

9. Personal Information

(1) The Agent will comply with the Australian Privacy Principles in all dealings with the Client.

(2) The Agent may need to collect personal information about the Client and the Client consents to the Agent using any such personal information in order to:

(a) Provide the Services offered by the Agent.

(b) Market the Property and maintain a client relationship with the Client.

(c) Secure agreements with the Client or third parties to provide goods or services.

(3) The Client also consents to the Agent disclosing personal information of the Client to:

(a) Any credit provider or credit reporting agency for the purpose of obtaining information about the consumer or commercial credit or business history of the Client or the commercial activities or credit worthiness of the Client.

(b) The service providers, contractors and affiliated companies of the Agent from time to time to help improve and market the services of the Agent to the Client.

(4) The Client has the right to access personal information held by the Agent about the Client and to have any personal information corrected.

(5) A copy of the Privacy Policy of the Agent will be made available on request.

10. Rebate statement

The Agent will not be, or is unlikely to be, entitled to any rebate.

11. Transfer and Delegation

(1) The Agent may transfer this Authority to another licensed estate agent as part of the sale of any part of the business of the Agent by giving written notice to the Client. If the Client does not object in writing to the transfer within fourteen days of posting the notice to the Client then the transferee of the Agent shall be deemed to have the benefit of this Authority as if named as the Agent in all respects and The Client will be bound to the transferee as if named as the Agent in all respects.

(2) The Client consents to the Agent delegating any of the functions of the Agent pursuant to this Authority from time to time. Any delegation shall be made by the Agent in its capacity as its agent and not as principal in its own right. If the Agent delegates a function pursuant to this Authority the Agent shall not remain liable for performance of that function.

12. Security

(1) The Client charges the Property with the payment of all Fees and Charges properly incurred and payable to the Agent which remain unpaid thirty days after the date of issue of any invoice. The Agent shall have the benefit of the charge until all moneys due and payable to the Agent are paid in full.

(2) The Agent shall have a lien over all the documents and other property of the Client in the possession or control of the Agent so long as any moneys remain due and payable to the Agent pursuant to this Authority.

13. Termination

(1) The Agent may cancel this Authority without reason by giving the Client thirty days written notice at any time.

(2) If the Client does not provide the Agent with adequate funds, instructions and/or documents to enable the Agent to perform the Services in the manner contemplated by this Authority the Agent may cancel this Authority immediately by giving the Client written notice.

(3) If the Client revokes the Power of Attorney incorporated in this Authority or does not promptly confirm any matter on request by the Agent or does not pay or reimburse the Agent on demand for any Fees and Charges reasonably incurred by the Agent as contemplated in this Authority the Agent may cancel this Authority immediately by written notice to the Client.

(4) If the Agent cancels this Authority the Client shall immediately on written request pay or reimburse all Fees and Charges and other costs incurred by the Agent including accruing interest.

14. Power of Attorney

(1) The Client appoints the officer in effective control of the officer from time to time and/or the representative of the Agent who manages the Property from time to time as attorney to engage appropriate contractors and/or suppliers to carry out any necessary work and/or provide any necessary goods to repair and/or maintain the Property and/or comply with any law affecting the Property.

(2) The Client shall pay or reimburse the Agent upon request for any expense that the Agent properly incurs acting as attorney for the Client.

(3) The Client shall promptly ratify and confirm any act, matter or thing done by the Agent as attorney for the Client on written request by the Agent.

(4) The Client acknowledges that if the Client revokes this power of attorney the Agent may cancel this Authority.

15. Agent to Sign

(1) The Client authorises the Agent to sign any lease on behalf of the Client which has been prepared by the Agent or the Client's lawyer in which other conditions are included that may be reasonably required for leasing the Property.

(2) The Client authorises the Agent to sign on behalf of the Client any notice or other document relating to the lease of the Property for the purpose of performing the Services.

16. Rebate Statement

The Agent will not be, or is not likely to be, entitled to any rebates in respect of any outgoings, any prepayments made by the Client in respect of any intended expenditure by The Agent on the Client's behalf or any payments made by the Client to another person in respect of the work. A rebate includes any discount, commission, or other benefit and includes non-monetary benefits. The Agent is not entitled to retain any rebate and must not charge the Client an amount for any expense that is more than the cost of those expenses. The Agent must pay the Client any rebate that the Agent receives in relation to the leasing or management of the property.

17. Commission Sharing

The Agent may share commission with any of its employees who is an estate agent or agent's representative, or with an estate agent who is a business partner of the Agent or appointed on a conjunctional basis.

18. Residential or Retail Lease

If any lease of the Property is subject to the Residential Tenancies Act 1997 or the Retail Leases Act 2003 (both as amended from time to time) the Client acknowledges that the Tenant may be permitted to arrange for urgent repairs to the Property for which the Client will be liable. The Client authorises the Agent to arrange for urgent repairs up to the Repair Limit without reference to the Client.

19. Dispute Resolution

(1) The Agent has adopted procedures for resolving any complaint or dispute arising from the operation of its business. If a complaint or dispute arises the Client shall be entitled to invoke the dispute procedure.

(2) The Agent has procedures for resolving complaints and disputes arising from the operation of the Agents practice and can be found: https://www.jelliscraig.com.au/about-us/important-info#privacy-policy

(3) Any complaint relating to the payment of Fees and Charges can be made to the Director, Consumer Affairs Victoria. Consumer Affairs Victoria cannot deal with any dispute concerning Fees and Charges unless it is given notice of the dispute within twenty-eight days of the Client receiving an invoice from the Agent.

20. Client Acknowledgement

The Client acknowledges that:

(1) Any Marketing Expenses that the Agent incurs pursuant to this Authority will be payable irrespective of whether the Property is leased and at the discretion of the Agent on signing this Authority or upon written request or by deduction from any Rent received by the Agent.

(2) Only those Services identified in the Schedule of Services apply to this Authority.

(3) The Client has received a copy of this Authority at the time of signing this Authority.

(4) The Client has received a Privacy Act APP Privacy Policy statement when signing this Authority.

(5) Before signing this Authority the Agent has advised the Client that the Agent has procedures in place for resolving any complaint or dispute. The Client will comply with those procedures to help resolve any complaint or dispute.

(6) to make images, plans and other information of the Property available to Jellis Craig and third parties to use the images without consent. You grant us a non-exclusive worldwide royalty free perpetual licence to use, reproduce and edit all such information in any form required by Jellis Craig and such third parties including any necessary sub licence to any such third party.

(7) Being informed by the Agent before signing this Authority that the terms of this Authority, the Commission and Marketing Expenses are negotiable, and you acknowledge this Authority is not a standard form contract for the purposes of the Australian Consumer Law.

21. Client Obligations

The Client agrees to:

(1) Obtain the consent of any third party required to lease the Property and/or ratify any matter the Agent undertakes as attorney for the Client.

(2) Pay the Agent all Fees and Charges (including any GST) and permit the Agent to deduct all such sums from money received by the Agent which may be due to the Client.

22. Unavoidable Delay

(1) The Agent shall not be responsible to the Client or any Tenant for any delay in performance of the Services due to any cause beyond the control of the Agent including act of God, war, terrorism, civil commotion, riot, embargo, order or regulation of government of any relevant jurisdiction, fire, flood, strike, lock-out, labour difficulty, shortage of or inability to obtain any goods or services.

(2) Nothing in this provision will limit or exclude the responsibility of the Client under this Authority to promptly diligently and fully pay the Agent any moneys which have become due and payable to the Agent.

23. General

(1) This Authority is subject to and shall be construed in accord with the laws in the State of Victoria.

(2) The Client agrees that this Authority shall be governed and construed according to the laws of the State of Victoria and shall submit to the exclusive jurisdiction of the Courts in the State of Victoria.

(3) The Client may not transfer any right or entitlement conferred on the Client by this Authority to any third party. The rights and entitlements shall remain personal to the Client.

(4) Any provision in this Authority that is void, voidable, unenforceable, invalid or illegal and would not be so if one or more words were omitted then those words shall be severed and if that cannot be done the entire provision shall be severed from this Authority without affecting the validity or enforceability of the remaining provisions of this Authority.

(5) Nothing in this Authority shall be construed or interpreted as constituting the relationship of partners, joint venturers or fiduciaries between the Client and the Agent.

(6) This Authority constitutes the entire agreement between the Client and the Agent in respect of the Property and supersedes any previous agreement, understanding and/or negotiation on that subject matter.

(7) No right under this Authority shall be deemed to be waived except by written notice signed by the duly authorised officer of the Agent. A waiver made by the Agent shall not prejudice any right in respect of any subsequent breach of the same or any other obligation imposed on the Client.

(8) Any failure by the Agent to enforce any provision of this Authority or any forbearance, delay or indulgence granted by the Agent shall not be construed as a waiver.

(9) The provisions of this Authority which are capable of having effect after termination of this Authority shall remain in full force and effect following the expiry or termination of this Authority.

(10) In the absence of any written agreement to the contrary the terms of this Authority shall apply to any other services provided by the Agent to the Client and to any other property of the Client entrusted to the Agent.

24. Making a complaint

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV), GPO Box 4567, Melbourne, Victoria 3001 or by telephoning 1300 73 70 30. Unless there are exceptional circumstances Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of You receiving an account for, or notice that Jellis Craig has taken the amount in dispute, whichever is later.

25. Interpretation

In this Authority, unless the contrary intention appears:

(1) Clause headings are for ease of reference only and shall not be relevant to interpretation;

(2) A reference to a clause number is a reference to its provisions;

(3) Words in the singular number include the plural and vice versa;

(4) Words importing a gender include any other gender;

(5) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(6) Monetary references are references to Australian currency unless expressed to the contrary;

(7) A reference to two or more elements parts or things and/or reference to "including" shall be inclusive but not exhaustive.

(8) Each of the provisions in this Authority shall be construed as a separate and independent provision.

(9) A reference to a document or agreement including this Authority shall include a reference to that document or agreement as novated altered or replaced from time to time.

26. Definitions

Unless inconsistent with the context of this Authority the terms used in this Authority shall have the meanings attributed to them.

(1) Agent includes the Agent and any licensed agent or agent representative employed by the Agent and any transferee of the business of the Agent.

(2) Annual Rental means the Rent payable by the Tenant pursuant to the Lease for a period of one (1) year commencing at the beginning of the Lease.

(3) Authority includes this agreement and/or appointment to deal with the Property on behalf of the Client and includes any attachments.

(4) Authority Period means the term of this Authority pending cancellation by notice in writing by the Client to the Agent or 90 days whichever is the longer period.

(5) Average Annual Rental means an amount equal to or greater than the rental stated in the Essential Particulars or the rental at which the Client signs a lease (even if less than the rental stated in the Essential Particulars).

(6) Client means the client on behalf of whom the Agent is authorised to perform the Services in respect of the Property.

(7) Continuing Period means number of days after expiry of the Exclusive Period.

(8) Dangerous Condition means any patent or latent physical defect in the Property which may injure any person on the Property or any adjacent property.

(9) Exclusive Period means the number of days (specified within the Essential Particulars) from the date of signing this Authority or longer by written agreement between the Agent and the Client.

(10) Fees and Charges means the commission for leasing and/or managing the Property and includes all Marketing Expenses and other moneys payable by the Client to the Agent pursuant to this Authority.

(11) Introduced to the Property means to be made aware that the Property is available for lease from whatever source. A person shall be deemed to have been introduced to the Property by the Agent if the person becomes aware that the Property is available for leasing as a result of viewing, hearing or reading any advertisement of any kind or medium or other literature referring to the availability of the Property for lease that is connected with us.

(12) Lease includes an agreement to lease and/or any heads of agreement offer to lease or any other commitment to lease the Property (whether or not legally binding on the Client or any Tenant).

(13) Manage means managing the Property and/or the collection of rent, outgoings and other moneys payable by a Tenant in any way connected with the Property.

(14) Marketing Expenses includes all advertising expenses and outgoings relating to promotion of the Property for lease.

(15) Monthly Rental means the Rent payable by the Tenant pursuant to the Lease for the relevant month in which the Management Fee is payable.

(16) Person includes a corporation, partnership, trust, institution and any other group of persons or any agent or associate of a person or any person appointed by the original person to take the place of the original person.

(17) Rent means any amount less than or equal to or greater than the rent expressed in this Authority or the rent at which the Client signs a Lease even if less than the rent expressed in this Authority.

(18) Property means the property identified in this Authority and means real estate as defined in the Estate Agents Act 1980 (as amended from time to time) and includes any other property entrusted to the Agent by the Client for the Agent to provide the Services.

(19) Tenant means any person to whom the Property is leased or to whom the Property is agreed to be leased.

(20) Term means the Exclusive Period, the Continuing Period and the Authority Period.

Schedule Of Services

Leasing & Managing Your Property

The Agent agrees to perform the Services for the Client in exchange for the fees identified in this Authority.

Appraisal of your property

- Inspect the Property and provide a written rental market appraisal and recommend any improvements to enhance value and attract the best Tenant.

Marketing of Your Property for Lease

Marketing of the Property on at least four internet sites:

> www.jelliscraig.com.au

> www.realestateview.com.au

> www.realestate.com.au

> www.domain.com.au

> www.thehomepage.com.au

> www.acproperty.com.au

- Marketing of the Property on the Jellis Craig Rental List displayed in Jellis Craig offices and provide to prospective tenants and corporate relocation agencies.
- Conducting advertised "open for inspections" as necessary.
- Conducting private appointments with prospective tenants as required.
- Recommend ways to maximise the appeal of the Property to prospective tenants.
- Arrange preparation/display of "for lease" signs.
- Promote the Property to the database of prospective tenants maintained by the Agent.
- Provide regular reports on prospective tenant interest.

Tenant Selection

- Obtaining a fully completed tenancy application form from all interested parties.
- Processing and reference checking of all applications to verify details including past/present tenancy references and employment history. Including full tenancy database search to establish each prospective tenant's suitability, if indicated on Schedule of Fees.
- Submit prospective tenant offers and recommendations.
- Tenant selection in consultation with the Client and negotiation of favourable lease terms, rent levels and special conditions if required with both the Client and the Tenant.
- Brief the Tenant on obligations under the Lease and obtaining first month's rent and bond to secure the Property.
- Prepare any required Condition Report at the start of the Lease.
- Take digital photographs and/or video of the Property indicating location of smoke alarms and other features requiring regular inspection.

Preparation of Documentation

- Preparation of lease documentation or providing details for the advisors to the Client to prepare and adding special conditions if required.

- Written Condition Report and internal & external photographs documenting the condition on commencement of the Lease.

- Preparation of any applicable Residential Tenancies Bond Lodgement Form (bond monies to be lodged with the RTBA within 10 days).

- Provide the Tenant with a written statement advising after hours emergency contact numbers for urgent repairs and the authorised urgent repair limit as required by the Residential Tenancies Act or Retail Leases Act (if applicable).

Managing Your Property

- Collect monthly Rent and provide the Client with monthly statement/tax invoice (by email or mail) detailing all income & expenditure and electronically depositing funds into nominated accounts. Payments of GST to Australian Tax Office as required. Email statements preferred.

- Pay all regular and authorised outgoings from Rent including rates, water, Owners Corporation, regular garden maintenance, etc.

- Arrange for appropriate contractors to carry out periodic inspections on behalf of the Client.

- Arrange necessary repairs, maintenance and quotes using qualified and experienced tradespeople. Alternatively use tradespeople nominated by the Client. The Agent will only pay tradespeople who supply a valid ABN and Insurance.

- Conduct regular routine inspections of the Property each year and provide a written report on the cleanliness, presentation and recommended immediate and future maintenance required on the Property.

- Notify the Client of any breach of the Lease or any significant damage/accident to the Property.

- Negotiation of lease renewals and serving rent increase documentation for any existing Lease.

- Careful management of any rental arrears and service of any applicable VCAT notices within required time frame or as instructed by the Client.

- Complete all documentation pertaining to a change of the Tenant during the course of a Lease.

- Providing end of financial year statement detailing total revenue and expenses.

Finalising the Lease

- Conducting final inspection to ensure the Property is in an acceptable condition as reflected by any applicable Condition Report with exception of normal "fair wear and tear" in accordance with the Residential Tenancies Act or Retail Leases Act (if applicable).

- Complete and lodge any applicable Bond claim form where both parties have agreed on disbursement.

- If a dispute arises in bond allocation at the end of the Lease the Agent will prepare all applicable tribunal documentation and representation on behalf of the Client at Victorian & Civil Administrative Tribunal if required.

Disclaimer

- The Client acknowledges and agrees that the Agent is entitled to rely on the accuracy and completeness of all information provided by the Client or the advisors to the Client relating to the Property. The Agent shall not be obliged to check or verify the accuracy or completeness of any information provided by the Client or on behalf of the Client.

- While the Agent will perform and provide the Services with reasonable professional skill and care the Agent shall not be liable to the Client or any third party for any inaccurate or incomplete information particulars or documents provided by or in relation to any tenant.

- Unless the Agent is given notice of any Dangerous Condition in the Property the Agent shall not be liable to the Client or any tenant or any third party for any loss or damage to property or personal injury arising from or related to the Dangerous Condition.

- This Authority authorises the Agent to act as an agent on behalf of the Client. As such the Client shall remain vicariously liable for any act matter or thing done or omitted to be done by the Agent while acting on behalf of the Client pursuant to this Authority.

- The Client indemnifies the Agent against any loss damage or personal injury incurred by any tenant or third party arising from the lease use or enjoyment of the Property except to the extent that such loss damage or injury is caused by any act neglect or default on the part of the Agent pursuant to the duties and obligations imposed on the Agent by this Authority.

Schedule Of Fees

Marketing

Internet Marketing	$295.00 (plus GST)
Jelliscraig.com.au	Included
realestate.com.au 30-day Premier listing	Included
domain.com.au	Included
Rent.com.au	Included
Homepage.com.au	Included
6x3 ft. 'For Lease' Board supply, Installation and removal	Included
Professional 24/7 inspection booking service	Included
Rental list distributed across Jellis Craig Eastern Group network	Included

Professional Photography

Box Brownie Photos (enhancement of standard photos)	$30.00 (plus GST)
Professional 5 Photos	$65.00 (plus GST)
Professional 10 Photos	$110.00 (plus GST)

Ancillary Fee Summary

National Tenancy database and Public Information Search	$30.00 per search (plus GST)
Monthly Financial Institutions Transfer	$3.00 (plus GST)
Management of Insurance Claims on owner's behalf	$250.00 (plus GST)
End of Financial Year Statement	$30.00 (plus GST)
Registered Post	$7.00 (plus GST)
Key Cutting (three sets to be provided)	$5.00 if required - per key (plus GST)

Management of capital improvements over the value of $2,000 - 10% plus GST of the total works invoiced.

Victorian Civil & Administrative Tribunal Charges (if required)

VCAT Hearing Application	$87.80 (Gov't Charge)
Attendance at Tribunal Hearing – rent arrears matters	$145.00 (plus GST)
Attendance at Tribunal Hearing – bond/compensation matters	$180.00 – $280.00 (plus GST)
Attendance at Tribunal Hearing – other matters	$280.00 (plus GST)
Obtaining a Warrant of Possession	$159.30 (Gov't Charge)
Abandon Goods/Documents inspections	$100.00 (plus GST)

The Agent reserves the right to increase fees from time to time in accordance with movements in market prices and government regulation.

Privacy Act 1998 APP Privacy Policy

If the Client is an individual, then on the Client (or in appropriate circumstances on the attorney under power or other person acting as agent for the Client) signing this Authority the Client consents to the Agent collecting, holding, using, and disclosing personal information for the primary purpose and secondary purposes incorporated in this policy. The consent will continue until the Client (or in appropriate circumstances the attorney under power or other person acting as agent for the Client) inform the Agent that the consent of the Client is terminated notwithstanding this Authority has come to an end.

The kinds of personal information the Agent will collect and hold are the name, address, contact details, bank account details, credit and/or debit card details and landlord and other relevant insurance details, and if appropriate or required, any power of attorney details or details of any person acting as agent for the Client.

The Agent will collect your personal information from the Client (or if it is appropriate in the circumstances, from any attorney under power or other person acting as agent for the Client). The Agent will hold all personal information in hard copy and/or in electronic form.

You authorise the Agent to use and disclose your personal information to trades people and to other persons to whom we outsource functions of or incidental to acting for the Client.

The primary purpose is: acting for the Client in connection with the Lease of the Property and also in connection with and in relation to the management and upkeep of the Property including its fixtures and fittings.

The secondary purpose is: providing details of the leasing and/or management of the Property to the REIV or realestateview.com.au Ltd or commercialview.com.au Ltd or any other residential or commercial lease database to enable any or all of them to collect and/or disseminate details of the letting and management of real estate; to enable the Agent to promote its services and/or seek out potential clients; responding to enquiries received from Consumer Affairs Victoria and/or the REIV in connection with the leasing and management of the Property; direct marketing and telemarketing; complying with the law and/or any future transfer of this Authority.

The Agent can be contacted between 9.00am and 5.00pm Monday to Friday (excluding public holidays) to provide the Client with access (or in appropriate circumstances to any attorney under power or other person acting as agent for the Client) to update or seek correction of any personal information. The contact details for the Agent are on the first page of this Authority.

If the Client considers the Agent has breached the Australian Privacy Principles the Client (or in appropriate circumstances any attorney under power or other person acting as agent for the Client) may complain to the Agent by letter, fax or email. The Agent will promptly consider a complaint and attempt to resolve it in a timely manner. If the Agent is unable to resolve a complaint the Client may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or enquiries@oaic.gov.au.

The Agent does not actively disclose your Personal Information overseas unless it is required for the Agent to provide their services. However, some programs, software, online tools, or Social Media Sites used by the Agent, may be based in and/or housed overseas. The Agents use of such products may involve disclosure of your Personal Information to such organisations overseas. Use and disclosure of your Personal Information by such overseas organisations is in accordance with the terms and conditions and privacy policies of such organisations.

The main consequences for the Client if any part of any personal information is not provided is that the Agent may not be able to act for the Client or effectively perform the Services as estate agent for the Client.

Please visit https://www.jelliscraig.com.au/about-us/important-info#privacy-policy for the full Privacy Policy.

Important Information

A regular inspection of a property by a qualified building inspector is recommended to identify any structural or other defects. Jellis Craig is not qualified to undertake such an inspection and cannot accept responsibility to ensure that any property is safe and meets building and Council regulations and to minimise the risk of injury or loss arising from any defect.

If you have not authorised Jellis Craig to arrange a smoke detector service you are responsible for ensuring that any smoke alarm installed at the property is correctly located and maintained in correct working order. Jellis Craig cannot accept responsibility for the maintenance of any smoke alarm in such circumstances.

If you have not authorised Jellis Craig to arrange a gas testing service you are responsible for ensuring that any gas testing is conducted at the property on a regular basis and that all gas appliances are maintained in correct working order. Jellis Craig cannot accept responsibility for the maintenance of any gas appliances in such circumstances.

Landlord Instructions

Banking Instructions

Please include banking information below for direct deposit of rental payments, if no details are included below then rental payments will be delayed until the information is provided.

Bank	COMMONWEALTH BANK OF AUSTRALIA
Branch Address	GLENWAVERLEY
Account Name	STH CROSS SUPER PTY LTD AS TRUSTEES FOR SOUTHERN CROSS SUPERANNUATION FUND
BSB No (must be 6 digits)	066528

Account No	1035 8681

Insurance Information

Jellis Craig Insurers enforce that we are unable to manage properties without full building insurance cover and public liability insurance of $5 million or greater. Please confirm if you have the following cover:

Building insurance (Insurer / Policy No)	HOM8753729
Owner protection cover (Insurer / Policy No)	
Contents (Insurer / Policy No)	
Expiry Date	3 Jun 2021

(We require updated details of this policy each year)

Do you have RACV Emergency Home Assist cover?	No
Other (please specify)	

Your building insurance will not cover owner's contents, such as carpets and curtains in the event of fire or water damage so it is essential you have adequate cover in the event you need to replace these items. We strongly suggest that you check with your insurer in relation to the level of Landlord Protection and Building Insurance cover to ensure that any potential liability is fully covered, and also that you notify your insurance company as and when your property become vacant.

The Financial Services Reform Act prevents Jellis Craig from recommending insurance policies. In the event that you have any questions around different policies, we suggest you contact a licensed financial service provider to assist and to arrange your cover.

[X] I/We acknowledge that Jellis Craig has advised me/us of the importance to obtain adequate Insurance cover, including Landlord's Protection Insurance for my rental property. (Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund)

Proof of Ownership

Our auditors require confirmation of ownership. Please provide us with a current council rates notice, certificate of title, or solicitor's letter as confirmation of settlement if you have recently purchased the property.

Emergency Contact (not to be owner/s of property)

Any matters concerning my/our property should be referred to the below contact in the event that I/we cannot be contacted in the case of an emergency.

Name	MICHELLE CHAU HUYNH
Contact details - Home	23 NUNGERNER STREET BALWYN VIC 3103
Contact details - Business	03 98861212
Contact details - Mobile	0431290577
Email Address	THANHCHAU09@HOTMAIL.COM

Leasing Instructions

To advertise the property on my/our behalf	Yes
To sign the lease on my/our behalf	No

Owners Corporation (if applicable)

Our lease agreement will include the standard rules and regulations unless we are provided with a specific version for your property.

Company	
Strata Plan No.	
Contact Person	
Telephone	
Postal Address	
Email	
Does your property have a car space on title?	
If yes, what is the car park number?	
Where is the car park located?	

Does your property have a storage cage on title?	
If yes, what is the storage cage number (if applicable)?	
Where is the storage cage located?	

Property Alarm Details (if applicable)

Code (Arm / Disarm)	

General

Is the property an embedded network?	No
If yes, company	
Is there a bulk hot water or gas service within the building?	No
If yes, is the tenant required to set up the account?	
Do all improvements at the property ie; sheds, garages, fences, extensions, decks comply with building and local council regulations?	Yes
If No – please clarify	
Is there operational air-conditioning in the property?	Yes - Split System
What type of heating does the property have?	
If any fireplaces, are they in working order?	
Is the property fitted with working smoke detectors?	Yes - Battery type
Are all appliances in good working order?	Yes
if no, please detail what is not working	
If there is a dishwasher, is this operational and included?	Yes
Is there is a swimming pool and/or spa / pond?	No
If there is a swimming pool or spa, what following options does it have?	
Is there a compliant safety barrier for the swimming pool and/or spa or pond that is compliant with building and local council regulations?	
Have you registered your swimming pool and/or spa with your local council?	

(please be advised that as an owner of a property with a swimming pool and/or spa or pond you are required to register the details with the local council)

Please note any items, fixtures or fittings NOT remaining at the property at the commencement of the lease

Notes

The Landlord acknowledges that the Agent may rely upon any information contained in the Check List in the course of discussions with potential tenants. The Landlord warrants that the information provided in this Check List is accurate (at the time it is given) and indemnifies the Agent for any claim by the purchaser or any person who has relied upon the information contained in this Check List which is made against the Agent by reason directly or indirectly of any of the information provided by the Landlord in this Check List being inaccurate or misleading or deceptive.

Utility Provider

Is there a specific utility provider for this property? No

If yes, include the restricted utility providers:

Utility / Provider

Utility / Provider

Utility / Provider

Urgent Repair Information

It is a requirement of the Residential Tenancies Act 1997 that all tenants are provided with a statement detailing whether or not the agent can carry out urgent repairs on behalf of the owner and if so, up to what amount. The monetary limit for urgent repairs that can be directly organised by the tenant, as stated by the Residential Tenancies Act 1997 is currently $1,800.00 (Inc. GST).

Additional Expenditure: In recent years this amount no longer covers the cost of replacing a hot water service or ducted heating unit; therefore, we require authority in the amount of $3,300.00 (Inc. GST) in line with the recommendations of the Real Estate Industry of Victoria (REIV).

General Repairs: Jellis Craig is authorised to carry out general repairs and maintenance up to the value of $275.00 (Inc. GST).

Or other amount $.00 (Inc. GST)

[X] I/We verify that I/we are the legal owner/s of the property and all information provided is correct. (Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund)

Special Conditions

Items Not to be repaired prior to Tenancy Commencement

An owner has a responsibility under Residential Tenancies Act 1997 to ensure the property they are leasing out is both reasonably clean and in good repair prior to the commencement of the lease. It is generally assumed by tenants that all fixtures and fittings visible in a property are fully operational. Unless it is specifically detailed in the lease that an appliance is not working, and will not be repaired, it is expected that the owner will carry out any necessary repairs to have the item operational.

To ensure that we are representing the property fairly in all advertising copies, please advise us in writing, prior to listing your property for lease, if you are aware that an appliance is not functioning and you do not intend to repair it during the tenancy. Jellis Craig recommend that you remove any items that are not in working condition prior to advertising.

Please specify the details below

Preferred Contractors/Tradespeople

In the event that a repair (urgent or non-urgent) is required to be undertaken at the property, to the extent you have detailed contractors below, Jellis Craig shall endeavor to use those contractors to undertake the repair. In the event that either (1) you have not detailed a contractor for a specific repair, or (2) you have detailed a contractor for a specific type of repair but that contractor is unable or unwilling to undertake the repair, Jellis Craig is authorised by you to engage its own preferred contractor to undertake the repair. Prior to doing so, Jellis Craig shall attempt to first contact you. Whilst Jellis Craig will take due care in engaging a contractor, you will remain responsible for all acts or omissions of the contractor in undertaking the repair.

Trade / Name / Telephone

Trade / Name / Telephone

Trade / Name / Telephone

Regular Tradespeople/Maintenance

If you have any regular maintenance carried out at the property, such as gardening, pool cleaning, gutter clearing, etc. please detail these below and the regularity of their attendance.

Company / Contact / Work required

Company / Contact / Work required

Please note: All contractors engaged by Jellis Craig (as your agent) are required to carry Work Cover and Public Liability Insurance, failing which you must engage the contractor directly.

In the event that Jellis Craig is no longer collecting rent on your behalf and there are outstanding invoices pertaining to the property the creditor/s will be provided with your address and telephone numbers in order to pursue payment of the invoice/s.

Statement Instructions

Email statements and invoices are issued via email and all funds paid by direct debit. A financial report (income and expenditure) will be sent to you each year in July for your tax records and must be kept safely. If another report is requested there will be a charge of $16.50 (Inc. GST) which will be deducted from the next rental statement after the request is made.

Payment Instructions

Jellis Craig can arrange payment of various service suppliers such as local council, water and sewerage suppliers, Owners Corporation or land tax to provide you with a comprehensive annual income and expenditure statement.

Due to privacy, we require you to contact these organisations and request that they arrange for all future accounts and correspondence to be sent to our office.

Please note:

- Municipal Rates will not be paid in installments or prepaid. They will be deducted in full from the December/January rental and paid to the council by the due date of mid-February; and

- The council will not re-issue previously issues rates notices (which generally issued in August). If you have received a notice prior to this instruction you will need to pay the rates on that notice.

Victorian and Civil Administration Tribunal Charges (VCAT)

Please refer to www.vcat.vic.gov.au to view VCAT fees and charged.

Building Disclosure Statement

It is important to disclose information in relation to planning and building permits of neighboring properties that may directly impact on the quiet enjoyment of the property during the tenancy.

Jellis Craig therefore request that you inform our office of any works likely to take place at neighborly properties so we can ensure any new tenants are aware of the works and we can avoid any potential claims by a tenant for a reduction in rental or termination of the lease on any of these grounds.

Please provide written notification that we can pass onto the tenant detailing the extent of works.

If you are aware of building or planning permits please write a brief description below

Description

Important Information

A regular inspection of a property by a qualified building inspector is recommended to identify any structural or other defects. Jellis Craig is not qualified to undertake such an inspection and cannot accept responsibility to ensure that any property is safe and meets building and Council regulations and to minimise the risk of injury or loss arising from any defect.

If you have not authorised Jellis Craig to arrange a smoke detector service you are responsible for ensuring that any smoke alarm installed at the property is correctly located and maintained in correct working order. Jellis Craig cannot accept responsibility for the maintenance of any smoke alarm in such circumstances.

If you have not authorised Jellis Craig to arrange a gas testing service you are responsible for ensuring that any gas testing is conducted at the property on a regular basis and that all gas appliances are maintained in correct working order. Jellis Craig cannot accept responsibility for the maintenance of any gas appliances in such circumstances.

Summary

Jellis Craig is hereby authorised to collect rents due and issue receipts for rents, bonds and other monies collected on my/our behalf; serve notices upon tenants and exercise my/our right to terminate tenancies and leases in accordance with the provisions of the Residential Tenancies Act, 1997; attend Tribunal hearings on your behalf.

Any information provided to us within this instruction form is given subject to the Jellis Craig Privacy Policy Statement.

Indemnity

I/We agree to indemnify you as the managing agent for any claims made for unpaid repairs or maintenance accounts authorised in accordance with my instructions.

I/We also agree to fully reimburse any advertising expenses incurred in accordance with my instructions in the re-letting of the property.

Privacy Collection Notice

Jellis Craig Corporation Pty Ltd and its associated companies request certain personal information, including the above, in order to provide goods and services to you in accordance with our Privacy Policy and the relevant Privacy Collection Notice.

Notice. Our Privacy Policy and the relevant Privacy Collection Notice can be viewed at www.jelliscraig.com.au/about-us/important-info/privacy-policy or contact your Jellis Craig office and we will send or email you a copy free of charge.

[X] I/We verify that I/we are the legal owner/s of the property and all information provided is correct. (Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund)

Smoke Alarm & Gas Appliance Servicing

To assist with providing you with the highest level of compliance for your investment property, Jellis Craig have engaged Detector Inspector to carry out the servicing and ongoing maintenance of the smoke alarms and gas appliances within your investment property.

Smoke Alarm Servicing

- By law, every house must have smoke alarms fitted to provide tenants with an early warning of a fire.

- Every smoke alarm must be located in accordance with the Building Regulations

- Every smoke alarm must have its battery replaced and be correctly cleaned and tested at least once a year to make sure it operates correctly.

- Smoke alarms have expiry dates and generally only last for a maximum of ten years. After this they must be replaced with a new unit.

- The number of smoke alarms required is different from home to home and takes into consideration the construction type and individual floor plan of each property.

The costs are:

- $99.00 incl GST. This includes unlimited call outs to the property in a 12-month period, battery replacement in every smoke alarm, locational positioning of all alarms in accordance with regulations and inspection of every smoke alarm per dwelling.

- The fee also includes UNLIMITED replacement of both mains powered and battery-operated alarms when and where needed in accordance with building regulations. A certificate of electrical safety will be issued for any mains powered alarm replacement.

The service includes

- A thorough maintenance check to ensure smoke detectors are in working order, within expiry, and positioned correctly.

- Cleaning detector and surrounding areas including vacuum cleaning the grill (in accordance with Australian Standards, AS 3786 Section 3.4.8)

- Documentation of records detailing whether properties comply with current smoke detector legislation. (Including: Building Code requirements and compliance with Australian Standards AS 3786)

- Replacement of faulty and expired smoke detectors where necessary. Ensuring that smoke detectors are securely fitted to ceiling (in accordance with Australian Standards, AS 3786 Section 2.6)

- Battery replacement (in accordance with Australian Standards, AS 3786 Section 2.3)

- Decibel testing (in accordance with Australian Standards, AS 3786 Section 3.5)

- Button test to ensure effective operation

- Smoke test to ensure effective operation

Smoke Alarm

YES - I/We wish to participate in the Annual Smoke Alarm Service.

NO - I/We do not wish to participate in this Annual Smoke Alarm Service and understand I/we will be fully responsible for maintaining smoke alarms at the property

Smoke Alarm YES

Please Note: If you elect NO, Jellis Craig is in no way responsible for any claims or damages arising from incorrectly installed or non-operating smoke alarms.

This service will commence immediately unless an alternative commencement date is entered here

Gas Appliance Servicing

To ensure your investment is adequately protected, Jellis Craig have engaged Detector Inspector to manage their gas safety program and take care of the maintenance responsibilities regarding gas appliances in investment properties every two years. As part of the program they will service your gas appliances in accordance with the service recommendations of Energy Safe Victoria (Victoria's leading authority for gas safety) to ensure its safe operation.

Service Benefits

- Regular maintenance of gas appliances provides protection for your investment and tenants, while extending the life of the appliance(s).
- Fully tax deductible.
- Detector Inspector is the preferred supplier of the Jellis Craig Network.
- This service has been designed in close consultation with Energy Safe Victoria to ensure all service requirements are met providing "best practice" protection for your investment.
- Preventative maintenance is more cost effective than breakdown expenses.
- Full compliance report upon completion including time, date and location stamped photos taken during the service.
- Included 12-month limited warranty on all appliances serviced.

Maintenance Package Costs

Multiple Appliance Package* $361.35 Inc GST every 2 years

This package includes the maintenance of all internal natural gas appliances in your property / flat / apartment. The type of appliances maintained in this package are listed below.

Please note that if we find only one gas appliance at the property the price will be automatically discounted to $215.60 Inc GST every 2 years

*Please note cook tops, ovens and external hot water systems do not require a carbon monoxide test

Option 1 - Multiple Appliance Package

I/We wish to participate in the biennial service under the multiple appliance maintenance package.

Option 2 - Self Maintained

I/We do not wish to participate in this biennial service and understand I/we will be fully responsible for maintaining testing the gas appliances at the property.

Option 3 - No Gas Appliances

There are no gas appliances in my rental property

Gas Appliance Servicing	Option 1 - Multiple Appliance Package
This service will commence immediately unless an alternative commencement date is entered here	

*Prices are subject to supplier change without prior notification.

Electronic Signatures

Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund

- this is an approved, digital representation of the signature -

Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
21 October 2020, 4:19 pm
Email: th**********.com

Sandi Van Tonder

- this is an approved, digital representation of the signature -

Sandi Van Tonder
For and on behalf of Whitehorse Eastern Group Rentals Pty Ltd
21 October 2020, 7:31 pm
Email: sa**********.au

Audit trail

09 September 2020, 12:09 pm - Contract is emailed to Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
09 September 2020, 7:42 pm - Viewed by Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund, IP: 104.47.18.126
11 September 2020, 1:02 pm - Reminder emailed to Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
13 September 2020, 1:03 pm - Reminder emailed to Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
17 September 2020, 1:02 pm - Reminder emailed to Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
25 September 2020, 1:04 pm - Reminder emailed to Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
11 October 2020, 1:03 pm - Reminder emailed to Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund
21 October 2020, 4:19 pm - Signed by Henry & Michelle Huynh - Sth Cross Super Pty Ltd ATF South Cross Super Fund, IP: 27.33.36.15
21 October 2020, 4:19 pm - Contract is emailed to Sandi Van Tonder
21 October 2020, 7:31 pm - Signed by Sandi Van Tonder
21 October 2020, 7:31 pm - The document has been completed.