

First Class Legal

YOUR PARTNER IN PROPERTY

SCHLEVO PROPERTY FUND PTY LTD (ACN 601 331 506)

to

CONTRACT OF SALE OF REAL ESTATE

Property: Unit 10, 6-10 Creek Road, Mitcham, VIC, 3132

First Class Legal
Suite 2, 14 Albert Street
Blackburn VIC 3130
Email: diana@firstclasslegal.com.au
Tel: 1300 956 321
Ref: 25/03612

SEE 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 AGREEMENT. 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/...../20....

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

State nature of authority, if applicable:

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

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/...../20....

Print name(s) of person(s) signing: Anthony Leverington

State nature of authority, if applicable: Sole Director and Secretary for SCHLEVO PROPERTY FUND PTY LTD (ACN 601 331 506)

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

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved 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*.

Table of contents

Particulars of Sale

Special Conditions

General Conditions

1.	ELECTRONIC SIGNATURE	7
2.	LIABILITY OF SIGNATORY	7
3.	GUARANTEE	7
4.	NOMINEE	7
5.	ENCUMBRANCES	7
6.	VENDOR WARRANTIES	7
7.	IDENTITY OF THE LAND	8
8.	SERVICES	8
9.	CONSENTS	8
10.	TRANSFER & DUTY	8
11.	RELEASE OF SECURITY INTEREST	8
12.	BUILDING WARRANTY INSURANCE	9
13.	GENERAL LAW LAND	9
14.	DEPOSIT	10
15.	DEPOSIT BOND	11
16.	BANK GUARANTEE	11
17.	SETTLEMENT	12
18.	ELECTRONIC SETTLEMENT	12
19.	GST	13
20.	LOAN	13
21.	BUILDING REPORT	13
22.	PEST REPORT	14
23.	ADJUSTMENTS	14
24.	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	14
25.	GST WITHHOLDING	15
26.	TIME & CO OPERATION	16
27.	SERVICE	16
28.	NOTICES	17
29.	INSPECTION	17
30.	TERMS CONTRACT	17
31.	LOSS OR DAMAGE BEFORE SETTLEMENT	17
32.	BREACH	17
33.	INTEREST	18
34.	DEFAULT NOTICE	18
35.	DEFAULT NOT REMEDIED	18

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Obrien Real Estate - Blackburn

98 South Parade, Blackburn VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 9894 2044 Mob: 0411 061 796 Ref: Anthony Molinaro

Vendor

SCHLEVO PROPERTY FUND PTY LTD (ACN 601 331 506) ATF Schlevo Trust 1

Vendor's legal practitioner or conveyancer

First Class Legal

Suite 2, 14 Albert Street, Blackburn VIC 3130

Email: diana@firstclasslegal.com.au

Tel: 1300 956 321 Ref: 25/03612

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	09524	Folio	155	10	019287
Volume	09524	Folio	156	11	019287

If no title or plan references 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: **Unit 10 and Lot 11 (Car Park), 6-10 Creek Road, Mitcham, VIC, 3132**

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, window furnishings and electrical light 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 to*:

(*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 _____ with _____ options to renew, each of _____ years

OR

☐ a residential tenancy for a fixed term ending on _____

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: _____

(or another lender chosen by the purchaser)

Loan amount: no more than _____ Approval date: _____

Building report – See Special Condition 1 – applies only if the box is checked

☐ General condition 21 applies only if the box is checked

Pest report – See Special Condition 2 - applies only if the box is checked

☐ ~~General condition 22 applies only if the box is checked~~

Vendor/Supplier GST withholding notice

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

Notice to Purchaser

Vendor: SCHLEVO PROPERTY FUND PTY LTD (ACN 601 331 506)

Property: Unit 10 and Lot 11 (Car Park), 6-10 Creek Road, Mitcham, VIC, 3132

Certificates of Title: Volume 09524 Folio 155 and Volume 09524 Folio 156 being Lots 10 and 11 on Registered Plan of Strata Subdivision 019287.

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

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*

☐ 1. **BUILDING REPORT**

General condition 21 is deleted and replaced with the following:

This Contract is conditional upon the purchaser at their own expense obtaining a building report from an inspector duly qualified in accordance with the Australian Standards for pre-purchase inspections within _____ days from the date the purchaser signs the Contract. The Purchaser may end the Contract if 1(a) and (b) below are complied with within _____ days of the date the purchaser signs the Contract of Sale and on the following basis:

- (a) The report shows any defect on any structure on the land which is determined to be a major structural defect;
- (b) A copy of the report together with a written notice formally ending the Contract of Sale is provided to the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

☐ 2. **PEST REPORT**

General condition 22 is deleted and replaced with the following:

This Contract is conditional upon the purchaser at their own expense obtaining a pest inspection report from an inspector who is duly qualified in accordance with the Australian Standards for pre-purchase inspections within _____ days from the date the purchaser signs the Contract. The Purchaser may end the Contract if 2(a) and (b) below are complied with within _____ days of the date the purchaser signs the Contract of Sale and on the following basis:

- (a) The report shows a major pest infestation of any structure on the land;
- (b) A copy of the report together with a written notice formally ending the Contract of Sale is provided to the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

☒ 3. **PURCHASER'S ACKNOWLEDGEMENTS**

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that they are purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof. The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the Contract.

☒ **4. PLANNING**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

☒ **5. DUE DILIGENCE CHECKLIST**

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale hereof.

☒ **6. GUARANTEE**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

☒ **7. FOREIGN INVESTMENT REVIEW BOARD**

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

☒ **8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS**

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner and/or 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.
- (d) This Special Condition will not merge on completion.

☒ **9. LAND TAX**

The parties agree that General Condition 23 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties.

☒ **10. SETTLEMENT RE-SCHEDULING FEE**

The Purchaser agrees to pay the Vendor's Solicitor's costs of \$385.00 (GST inclusive) to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Solicitors at settlement.

☒ **11. DISCLOSURE**

The Vendor advises and the Purchaser acknowledges that the current bin corral is blocking the ability to add a second driveway. The body corporate is aware of this and have agreed in principle that it needs to be moved. Progress has been slowed due to discussions required with the council as to what trees can be removed to enable the corral relocation. The Purchaser should make their own enquiries in this regard and the Purchaser shall not make any objection or claim against the Vendor for compensation in relation to this disclosure.

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 purchase’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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 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 is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special 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 for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special 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 vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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 authorised 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 that 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.
-

ANNEXURE A
DIRECTOR'S GUARANTEE

We.....

Of.....

(Hereinafter called "the Guarantors") which expression shall mean and include its successors in consideration of the within named Vendor selling to the within named Purchaser at its request the land described in the within Contract of Sale for the price and upon the terms and conditions therein set forth HEREBY COVENANT with the said Vendor that if at any time default shall be made in the payment of the residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract of Sale or any substitute Contract or in the performance or observance of any term or condition of the within Contract of Sale or any substituted Contract to be performed and observed by the purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money, interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other monies payable under the within Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the Law relating to sureties would but for this provision have the effect of releasing the Guarantor.

Words importing the singular number only shall include the plural number and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and/or Corporation as the case may require.

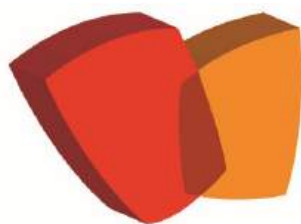
IN WITNESS WHEREOF this Guarantee has been executed on the..... day of
..... 20.....

Signed by the said)
in the presence of)

.....

Signed by the said)
in the presence of)

.....



First Class Legal

YOUR PARTNER IN PROPERTY

SCHLEVO PROPERTY FUND PTY LTD (ACN 601 331 506)

VENDOR STATEMENT

Property: Unit 10, 6-10 Creek Road, Mitcham, VIC, 3132

First Class Legal
Suite 2, 14 Albert Street
Blackburn VIC 3130
Email: diana@firstclasslegal.com.au
Tel: 1300 956 321
Ref: 25/03612

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	Unit 10 and Lot 11 (Car Park), 6-10 Creek Road, Mitcham, VIC, 3132	
Vendor's name	SCHLEVO PROPERTY FUND PTY LTD (ACN 601 331 506)	Date
Vendor's signature	Anthony Leverington, Director and Secretary	
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser'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

- (a) Their total does not exceed \$5,300.00.
- (b) The amount above includes the single holding land tax amount of \$975.00. The Purchaser may become liable for land tax in the future depending on other land ownership and future use. See attached Property Clearance Certificate for further information.
- (c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described below:

Not applicable.

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.

1.5 Land Subject to Tax Reform Scheme

The land is not land which is subject to the Commercial and Industrial Property Tax Reform Act 2024.

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): -

- Is in the attached copies of title documents and property enquiry certificates; and
- Residential Tenancy Agreement dated 30/03/2022 which continues on a periodic basis – see attached Agreement.

The Purchaser should note there may be sewers, drains, water pipes, underground and/or overhead electricity or telephone cables, underground gas pipes which are laid outside registered easements and which are not required to be registered on the lot on the Plan of Subdivision.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction unless referred to in the attached property enquiry certificates.

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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

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:

None to the knowledge of the Vendor. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

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.

4.2 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.

Attached is a current owners corporation certificate with its accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 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*.

Not Applicable.

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)

Register Search Statement Volume 09524 Folio 155
Register Search Statement Volume 09524 Folio 156
Plan of Strata Subdivision 019287
Owners Corporation Basic Report
Whitehorse City Council Land Information Certificate
Yarra Valley Water Information Statement
Property Clearance Certificate (Land Tax)
Owners Corporation Certificate
Planning Certificate
Planning Property Report
Residential Tenancy Agreement
Due Diligence Checklist

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 09524 FOLIO 155

Security no : 124124660331T

Produced 21/05/2025 05:12 PM

LAND DESCRIPTION

Lot 10 on Registered Plan of Strata Subdivision 019287.

REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED

PARENT TITLE Volume 08862 Folio 175

Created by instrument K478301 23/08/1983

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SCHLEVO PROPERTY FUND PTY LTD of UNIT 3 109 WESTBURY STREET BALACLAVA VIC
3183

AL948159G 10/06/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW887960E 31/05/2023

SECURE FUNDING PTY LTD

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

DIAGRAM LOCATION

SEE RP019287 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 10 6-10 CREEK ROAD MITCHAM VIC 3132

ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL

Effective from 31/05/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP019287

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

Delivered from the LANDATA® System by InfoTrack Pty Ltd

The information supplied by InfoTrack (InTouch) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 09524 FOLIO 156

Security no : 124124686046S

Produced 22/05/2025 12:39 PM

LAND DESCRIPTION

Lot 11 on Registered Plan of Strata Subdivision 019287.

CAR PARK

PARENT TITLE Volume 08862 Folio 175

Created by instrument K478301 23/08/1986

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SCHLEVO PROPERTY FUND PTY LTD of UNIT 3 109 WESTBURY STREET BALACLAVA VIC
3183

AL948159G 10/06/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW887960E 31/05/2023

SECURE FUNDING PTY LTD

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

DIAGRAM LOCATION

SEE RP019287 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: CREEK ROAD MITCHAM VIC 3132

ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL

Effective from 31/05/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP019287

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

Delivered from the LANDATA® System by InfoTrack Pty Ltd

The information supplied by InfoTrack (InTouch) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.



Imaged Document Cover Sheet

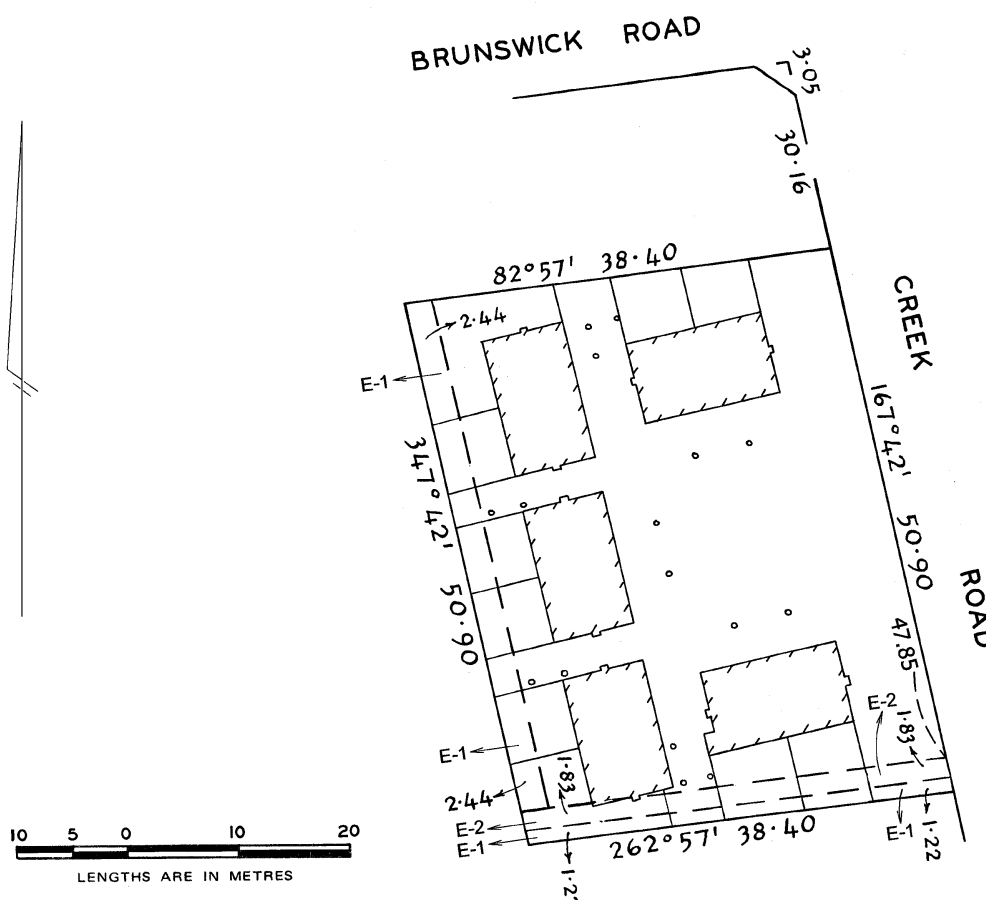
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	RP019287
Number of Pages (excluding this cover sheet)	2
Document Assembled	22/05/2025 10:19

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF STRATA SUBDIVISION		EDITION 1	RP019287		
LOCATION OF LAND PARISH: NUNAWADING TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 125 (PART) TITLE REFERENCE: VOL. 8862 FOL. 175 LAST PLAN REFERENCE: CP 100316 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 6 - 10 CREEK ROAD MITCHAM 3132			FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT		
			SURVEYOR'S CERTIFICATE Surveyor: MARK OSWALD STANSFIELD Certification Date: 11/02/1981 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF NUNAWADING on 06/06/1983 REGISTERED DATE: 23/08/1983 PLAN UPDATED BY REGISTRAR IN AN661031Q 15/05/2023		
 DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1 & E-2 E-2	DRAINAGE & SEWERAGE DRAINAGE	SEE DIAG. 1.83	LP 69924 A870150	LOTS ON LP 69924 CITY OF NUNAWADING	LOTS 1 TO 8 & 18 & CP LOTS 1, 2, 3, 18 & CP
MEASUREMENTS ARE IN METRES					SHEET 1 OF 2

PLAN OF STRATA SUBDIVISION

RP019287

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 20 ARE TWO STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 10 IS THIRTEEN METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.

THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

THE UPPER BOUNDARY OF LOTS 11 TO 20 IS THREE METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.

THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

LOTS 11 TO 20 ARE ACCESSORY LOTS.

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

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

ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

FACE OF BUILDING WALL OR FENCE NEAREST COMMON PROPERTY - BOUNDARIES BETWEEN A LOT AND COMMON PROPERTY.

MEDIAN - ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1 TO 10 ARE RESTRICTED LOTS.

LOTS 11 TO 20 ARE CAR PARK LOTS.

REGISTRATION OF DEALINGS WITH LOTS 1 TO 10 IS RESTRICTED.



MEASUREMENTS ARE IN METRES

SHEET 2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 22/05/2025 10:19:13 AM

OWNERS CORPORATION
PLAN NO. RP019287

The land in RP019287 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 20.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ADVANCE STRATA CONSULTING GROUP SUITE 208 LEVEL 2 370 ST KILDA ROAD MELBOURNE VIC 3004

AS992613A 18/02/2020

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	50	50
Lot 2	50	50
Lot 3	50	50
Lot 4	50	50
Lot 5	50	50
Lot 6	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/05/2025 10:19:13 AM

**OWNERS CORPORATION
PLAN NO. RP019287**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	50	50
Lot 8	50	50
Lot 9	50	50
Lot 10	50	50
Lot 11	1	1
Lot 12	1	1
Lot 13	1	1
Lot 14	1	1
Lot 15	1	1
Lot 16	1	1
Lot 17	1	1
Lot 18	1	1
Lot 19	1	1
Lot 20	1	1
Total	510.00	510.00

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

Statement End.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 6642

Date of Issue: 22 May 2025

Applicant's Reference: 76855292-016-9:76408

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:	9838	Check Digit:	4
Property Description:	LOT 10 RP 19287		
Property Address:	10/6-10 Creek Road, MITCHAM VIC 3132		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2024 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2024.

Site Value:	\$195,000
Capital Improved Value:	\$505,000
Net Annual Value:	\$25,250

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025 DECLARED BY COUNCIL 24 JUNE 2024

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

General Rates	698.20
FSPL Fixed Charge	132.00
FSPL Variable Rate	43.90
Waste Service Charges	261.05
TOTAL CURRENT LEVIED	\$1,135.15

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$0.00**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

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 2024/2025 rating year, due dates for instalments are 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025. Due date for lump sum payment is 15 February 2025.

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.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garbage - 80L

Recycling - 240L

For further information on the items that the waste service charges can comprise of, please see:

<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:



If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000098384
- 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.

22nd May 2025

First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA

Dear First Class Legal C/- InfoTrack (InTouch) C/- LAND,

RE: Application for Water Information Statement

Property Address:	10/6-10 CREEK ROAD MITCHAM 3132
Applicant	First Class Legal C/- InfoTrack (InTouch) C/- LAND LANDATA
Information Statement	30942465
Conveyancing Account Number	7959580000
Your Reference	62288

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	10/6-10 CREEK ROAD MITCHAM 3132
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	10/6-10 CREEK ROAD MITCHAM 3132
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

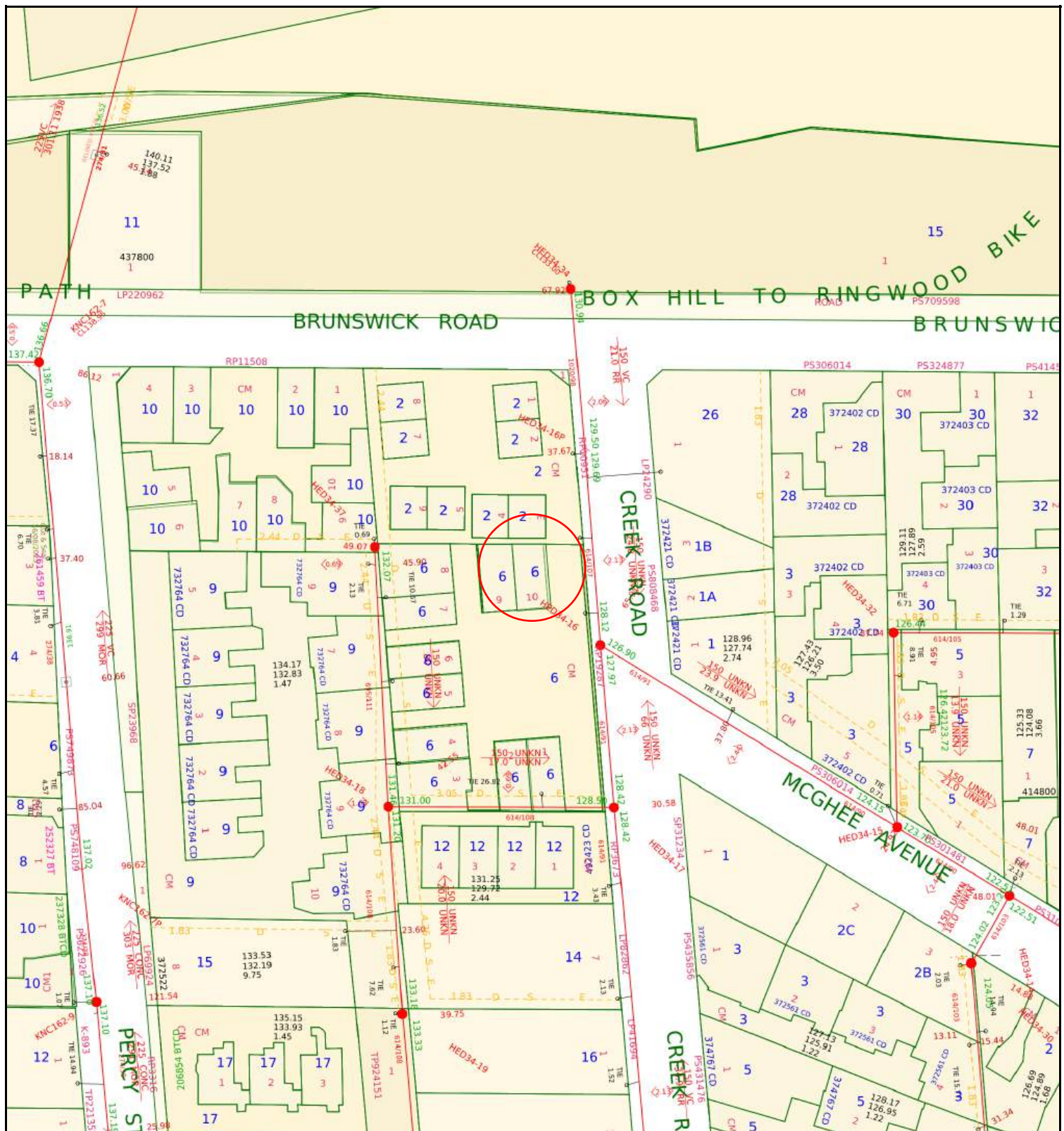
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30942465**

Address	10/6-10 CREEK ROAD MITCHAM 3132
Date	22/05/2025
Scale	1:1000



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		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;

First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7786285203
Rate Certificate No: 30942465

Date of Issue: 22/05/2025
Your Ref: 62288

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 10/6-10 CREEK RD, MITCHAM VIC 3132	10\RP19287	1429187	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00
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			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.
4. 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.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. 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.
7. 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.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. 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: 1429187

Address: UNIT 10/6-10 CREEK RD, MITCHAM VIC 3132

Water Information Statement Number: 30942465

HOW TO PAY



Bill Code: 314567
Ref: 77862852034

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	25/03612
Certificate No:	91022835
Issue Date:	22 MAY 2025
Enquiries:	TXB5

Land Address: UNIT 10, 6 -10 CREEK ROAD MITCHAM VIC 3132

Land Id	Lot	Plan	Volume	Folio	Tax Payable
10856748	10	19287	9524	155	\$1,950.00

Vendor: SCHLEVO PROPERTY FUND PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
SCHLEVO PROPERTY FUND PTY LTD	2025	\$195,000	\$975.00	\$0.00	\$975.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
SCHLEVO PROPERTY FUND PTY LTD	2024	\$975.00	\$0.00	\$975.00

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$505,000
SITE VALUE (SV):	\$195,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,950.00



Notes to Certificate - Land Tax

Certificate No: 91022835

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$195,000

Calculated as \$975 plus (\$195,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,050.00

Taxable Value = \$505,000

Calculated as \$505,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91022835

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91022835

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference: 25/03612

Certificate No: 91022835

Issue Date: 22 MAY 2025

Enquires: TXB5

Land Address: UNIT 10, 6 -10 CREEK ROAD MITCHAM VIC 3132

Land Id	Lot	Plan	Volume	Folio	Tax Payable
10856748	10	19287	9524	155	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$505,000

SITE VALUE: \$195,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91022835

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	25/03612
Certificate No:	91022835
Issue Date:	22 MAY 2025

Land Address: UNIT 10, 6 -10 CREEK ROAD MITCHAM VIC 3132

Lot	Plan	Volume	Folio
10	19287	9524	155

Vendor: SCHLEVO PROPERTY FUND PTY LTD

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91022835

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 91022830 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 91022830 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
--	---	--

Owners Corporation Certificate

*Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporation Regulations 2018
Subdivision Act 1988*

OC Number	RP019287
Property	Lot 10, 6-10/Creek Road MITCHAM
Vendor	
Purchaser	
Reference	428
This certificate is issued for Lot 10 Plan No. RP019287	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **04/06/2025**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are \$1,762.60 per annum for the year, commencing 01/05/2024 paid Quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	01/05/2024	01/08/2024	01/11/2024	01/02/2025
Amount	\$444.85	\$444.85	\$436.45	\$436.45
	01/05/2025 (Pre-Issue)			
	\$440.65			

- b) The fees are paid up until 31/07/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.
- d) The following special fees or levies have been raised and are payable on the dates indicated below- **None as at this date**.
- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are- **Please refer to the AGM minutes of meeting attached**.
- f) The body corporate has the following insurance cover- **Please refer to the insurance certificate of currency attached**.
- g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total funds held by the owners corporation as at 04/06/2025-

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
6-10 Creek Road, MITCHAM, VIC. 3132	\$18,636.88	\$28,959.98	\$47,596.86
Macquarie Bank BSB: 183-334 Acc No: 291399756			
Accounts Receivable	\$0.76	\$0.00	\$0.76
Total Assets	\$18,637.64	\$28,959.98	\$47,597.62
Liabilities			
Levies Paid in Advance	\$1,251.35	\$0.00	\$1,251.35
Total Liabilities	\$1,251.35	\$0.00	\$1,251.35
Net Assets	\$17,386.29	\$28,959.98	\$46,346.27
Owners Funds			
Opening Balance	\$21,874.17	\$26,459.71	\$48,333.88
Net Income For The Period	\$(4,487.88)	\$2,500.27	\$(1,987.61)
Total Owners Funds	\$17,386.29	\$28,959.98	\$46,346.27

- i) The Owners Corporation has no contingent liabilities not otherwise shown or budgeted above.
- j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows-
- License Agreements
 - Unit 1 Courtyard & Carpark**
 - Unit 2 Storage Room and Carpark**
 - Unit 3 Carpark & Courtyard**
 - Unit 4 Carpark**
 - Unit 5 Carpark & Courtyard**
 - Unit 7 Carpark & courtyard**
 - Unit 8 Carpark & courtyard**
 - Unit 9 Carpark**
 - Unit 10 Courtyard & Carpark**
- k) The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows - **None known as of at this date.**
- l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? - **None known as of at this date.**
- m) The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows - **None known as of at this date.**
- n) The Owners Corporation has resolved to appoint Advance Strata Consulting Group, as manager.
- o) No proposal has been made for the appointment of an administrator
- p) Other information:
- q) The minutes of the most recent Annual General Meeting of the Owners Corporation (**see attached**)
- Copy of Model Rules for an Owners Corporation (**see attached**)
- Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners (**see attached**)
- Copy of Insurance Policy Documents (**see attached**)

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

04/06/2025

Common Seal of Plan No RP019287



Prepared By:

A handwritten signature in blue ink, appearing to read "Steve/Emma", written over a light blue grid background.

Steve/Emma

Ph: 03 86390888 Fax:

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Minutes of Annual General Meeting

Owners Corporation Act 2006 Section 72, Owners Corporation Regulations 2018 and Owners Corporation Rules

Owners Corp No. RP019287, 6-10 Creek Road, MITCHAM VIC 3132

Held On: Tuesday, 02 July 2024

@ 4.30 pm, Via ZOOM

1. Registration of Attendance

Lot No	Name of Lot Owner	In Person or By Proxy
1	Allan Chatfield	Via Zoom
3	Rushith Kundavaram	Via Zoom
4	Karen Horsely	Via Zoom
9	Maria Graetsch	Via Zoom
10	Anthony Leverington on behalf of Schlevo Property Fund Ltd	Via Zoom
11	Anthony Leverington on behalf of Schlevo Property Fund Ltd	Via Zoom

2. Apologies

Aspasia (Sia) Zapantis – Lot 5

3. Non Members In Attendance

Emma Elsworth - Advance Strata Consulting
Ivan Detta - Advance Strata Consulting
Rozanne Picardo – Advance Strata Consulting

4. Confirmation of Proxies

No Proxies

5. Quorum details

A quorum was established as all 6 out 10 lot owners were present in person or by proxy.

6. Voting Entitlement and Instructions

Voting was by a show of hands – One Lot, One Vote. All members present are entitled to vote.

7. Appointment of Chairperson of Meeting

The members appointed Emma Elsworth to Chair the Meeting.

8. Nomination of a minute taker

Maintenance Fees be paid **quarterly** in advance based on lot liabilities within 28 days of issue of invoice. The due dates are as follows:

- ☐ 1st Instalment due 5/1/2024*
- ☐ 2nd Instalment due 8/1/2024
- ☐ 3rd Instalment due 11/1/2024
- ☐ 4th Instalment due 2/1/2025

These levies are to continue a quarterly cycle based on the adopted budget until the next AGM.

*As the first quarter invoice has been struck based on the old budget, an adjustment levy will be struck for any shortfalls in the budget to meet all anticipated expenditure and revenue as proposed in the new approved budget. **NOTE: This is the difference between the previous year's quarter contribution & the new quarter contributions allowing for rounding differences.**

- 11 e. It was **RESOLVED** to authorize the Manager to raise a Special Levy should there be a lack of funds in the Owners Corporation account to meet the financial and statutory obligations of the Owners Corporation.

12. Administration of Arrears

12 a. Penalty Interest Rates (Note the current rate is 10% per annum)

It was **RESOLVED** that in accordance with Section 29 of the Owners Corporation Act 2006 that the Owners Corporation charge interest at the maximum rate of interest payable under the Penalty Interest Act 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

12 b. Authority To Waive Penalty Interest

It was **RESOLVED** that pursuant to Section 29(4) of the of the Owners Corporation Act 2006 that the Owners Corporation Manager be delegated the authority to allow the remission of interest where it considers appropriate to do so without the need to report to the AGM in regard to such remission i.e. for such cases as first time offences and other special circumstances that merit such consideration.

13. Recovery of Cost

It was **RESOLVED** that the Owners Corporation may recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and **FURTHER RESOLVE** that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any Lot Owner or Occupier of a Lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018.

A Fee Reminder Notice Fees at a cost of \$30 will be charged to owners in arrears more than 10 days after the due date (28 days from date of invoice).

A Final Notice Fee cost of \$50 will be charged to owners in arrears more than 28 days after the due date, from receiving a contribution reminder notice from the Manager.

A Legal/Mercantile Collection Agency referral fee is to be charged to owners who have received a Final Demand letter from the manager and who have failed to contact the manager and make arrangements

acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

The Manager advises that any requests for payment plans by owners who may be in arrears will be referred to the Chairperson of the Owners Corporation for a decision.

The Chairperson will share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation.

The Manager advises that the Reminder Notice Fee and the Final Notice Fee charges is to be paid to the Manager to recover the costs incurred by the Manager for their labour cost and time in issuing such notices.

Section 135 of the Owners Corporation Act 2006: A lot owner who does not occupy the lot or will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owners mailing address for service of notices and any changes to it immediately.

14. Review of Current Owners Corporation Insurance Cover

- 14 a. Members reviewed the insurance covers in accordance with section 59 (division 6) of the Owners Corporation Act 2006 and were satisfied that the Replacement and Reinstatement value of the Property is adequate and that the Insurance Policies Terms and Conditions properly reflect the needs of members. Owners are to acknowledge that Advance Strata Consulting are authorised under their Insurance Authority to provide factual advice ONLY and that the members are to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters are suited their needs. (**Post AGM Note:** members asked for excess information, Manager to send after Minutes release)

Note: Pursuant to Section 59 of the Owners Corporation Act, the Building Sum Insured must cover the cost necessary to replace, repair or rebuild the property to a condition substantially the same including the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

***Note –** A copy of the Financial Services Guide (FSG) and Product Disclosure Statement (PDS) can be requested from the Manager at any time.

14 b. Insurance Excess

It was **RESOLVED** that any excess applicable to insurance claims is to be met by the party causing the damage or, the unit owner responsible for the invitee who caused the damage or, as determined by the Committee. Where the claim is for damage to a member's unit, the excess is to be met by the member causing the damage or otherwise by the member making the claim.

14 c. Insurance Standing Direction

It was **RESOLVED** to give the Manager a standing direction to renew the insurance policy upon expiry with the same policy benefits at the best possible price and further **RESOLVED** that the Manager be authorized to raise a levy to fund the insurance premium or enter into an instalment plan if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006 at all times.

***NOTE:** *Members are advised that the Owners Corporation (Section 54 of the Act) building policy does not provide protection for privately owned fittings and fixtures including carpets, curtains, blinds and light fittings, and electrical appliances which are not wired into the premises, and can be removed without interference to the electrical wiring, regardless of the cause of the damage, or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the owner to ensure that they have adequate Contents Insurance which includes personal Public Liability cover in place. Landlords are advised to have Landlord Contents cover. All Owners and Landlords are advised to check the smoke detector in their apartment on a regular basis to ensure the smoke detectors are in a working condition at all times. If your apartment is leased out please advise your Property Manager to arrange for inspection of all smoke detectors in your apartment to ensure they are in good working order.*

Declaration : The Manager receives a small fee for assisting the broker/insurer in handling insurance claims and insurance matters. This Fee is used to defray manpower and labour costs incurred by the Manager in dealing with insurance matters, queries, follow up and manhours in coordinating repairs with contractors and affected lot owners, as provided in the contract of Appointment of the Manager. This practice is endorsed by the Strata Community Owners Association, the professional peak body of the Strata Industry and enshrined in SCA industry standard contract of appointment

14 d. Insurance Valuation

It was noted that there is no requirement for an insurance valuation as one was carried out on **3/4/2024** and is valid for **5 years**.

15. Identification of Occupational Health & Safety Risk on site

It was **RESOLVED NOT** to carry out an Occupational Health and Safety audit of common property, instead members agreed to carry out regular visual risk assessments of the common area and surrounds in order to identify any safety breaches or OH&S risks at the property and to advise the Manager immediately and authorize them to effect necessary corrective actions on any risk identified.

As part of the Advance Strata company OH&S policy, Members are to note that Advance Strata Consulting Pty Ltd will only engage contractors that are registered in their data base. Any contractor that is recommended by any member of the Owners Corporation will have to undergo the registration process and submit the necessary insurances, documentation and any licence (should such license be required) before they can be awarded any jobs.

Members are to further note that that if the Owners Corporation directs the Manager and insist to engage a contractor on its behalf whom Advance Strata Consulting Pty Ltd does not have any record of the necessary insurance and the required licenses, should in an event of a claim be made against Advance Strata Consulting Pty Ltd arising by an act or omission of the contractor, the Owners Corporation is to indemnify Advance Strata Consulting Pty Ltd in relation to such claims

16. After-Hours Trade Emergency Services

The Members noted that there will be a callout fee depending on the day and time of the call out and if it was a public holiday for any After Hours Trade Emergency. This service is only for **COMMON AREA TRADE RELATED EMERGENCIES ONLY**. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the Lot Owner or Occupant for this service. Owners are to advise their Tenants that they will have to contact their Property Manager for emergencies related to their own lot not involving the common property.

NOTE: *If it is a genuine emergency related to the common area, the cost can be claimed from the insurer*

17. Emergency Cost Threshold

The members to consider and if approved, **RESOLVED** to authorize the cost threshold of up to \$1,000 for Advance Strata Consulting Pty Ltd to arrange emergency repair works in the event of an emergency.

18. Essential Services

There are no essential services required as this is a Class 1A property.

The Manager reminded all owners that they must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Any stored items must be removed).

Fire Doors at the property (if applicable) must be kept closed at all times.

19. Internal Works

It was **RESOLVED** that all lot owners **MUST** provide a detailed report to the Owners Corporation before commencing any internal apartment works by completing the fit out works application form. If walls are being considered to be removed or penetrated, an Engineer's endorsement is required, and the necessary permits must be obtained. The façade or outward appearance of the building should not in any way be affected or altered in any way unless approval is first obtained.

Also, all the necessary permits must be obtained from the local council for fit out works in the apartment before commencing any such works. The Owners Corporation is to be kept notified at all times of any permits issued/obtained (please check with the local council if there are any requirements for application of any permits before commencing any fit-out works).

NOTE: Owners of individual units are requested to:

- ☐ Notify the Owners Corporation of any penetrations to the wall or floor slab within their private lot and;
- ☐ Ensure the integrity of the fire doors in their private lots are not compromised;
- ☐ Maintain the smoke alarms & air conditioning systems, within their own private lots, to ensure they are in a serviceable condition;
- ☐ Notify the Owners Corporation of any application of additional occupancy permits or notices received.

20. Election of Committee (To service Until Next Annual General Meeting)

20 a. Appointment / Election of Members to the Committee

The following members were elected onto the committee:

Lot No	Name of Lot Owner
1	Allan Chatfield
5	Aspasia (Sia) Zapantis
9	Maria Graetsch
10	Anthony Leverington

20 b. It was RESOLVED that the elected committee assume the role of the grievance committee.

21. Appointment of Chairperson of Owners Corporation

It was **RESOLVED** to appoint Allan Chatfield to be the Chairperson of the Owners Corporation.

The Chairperson will be the main liaison person between the Committee and the Manager for operational efficiency.

22. Appointment of Secretary of Owners Corporation

It was RESOLVED to appoint the Manager of the Owners Corporation to be the Secretary

23. Instrument of Delegation and deciding on the matters and class of matter if any, to be determined only at General meeting

23 a. Pursuant to Section 101 and Section 82 of the Owners Corporation Act 2006:

1. ***Delegation of the Chairperson*** - In accordance with Section 11 of the Owners Corporation Act 2006, it was RESOLVED to delegate powers and functions that are capable of being delegated to the Owners Corporation Chairperson to make decisions on the behalf of the Owners Corporation, to ensure the efficient and effective operation of the owners corporation.
2. ***Delegation to the Owners Corporation Manager*** - In accordance with sections 11 and 120 of the Owners Corporation Act 2006, it was RESOLVED to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the owners corporation.
3. ***Delegation to the Owners Corporation Secretary*** – In accordance with sections 11, 98, 99, 106, 107 and 120 of the Owners Corporation Act 2006, it was RESOLVED that the secretary would be delegated all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to ensure the efficient and effective operation of the owners corporation.
4. ***Delegation of the Committee*** - In accordance with section 11 of the Owners Corporation Act 2006, it was RESOLVED to delegate powers and functions that are capable of being delegated to the Owners Corporation committee to make decisions on the behalf of the Owners Corporation.

NOTE: Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated under Section 11.

24. General Business

Driveway needs attention:

Check on the scope of work and quotes to see if the works can be carried out this financial year or put out till next year or if works funds could come from sinking fund. 2 potentials in looking for quotes, one is Anthony of Rightchoice or Dave Laine.

New gardener needed:

Previous contractor better than Leon. The street frontage has slipped. Allan to meet with contractor and discuss the scope of work. (**Post AGM Note:** The initial meeting will take place at 6th July 2024 at 11am).

Tree removal:

The matter regarding tree removal application will be revisited. Trees near Lot 10 was healthy, Allan will provide additional information when it is obtained. As for trees near Unit 11, the trees are not the issue but the eucalyptus may pose a problem.

Bin corral:

There are no new bins provided by the council. However, this is not an urgent matter.

25. Meeting Closed

There being no further business to discuss, the meeting came to a close at 5.45pm

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

Owners Corporations Regulations 2018

SCHEDULE 2

Form 2

Owners Corporations Regulations 2018 Reg. 16

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation.

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

Certificate of Currency Flexible Residential Strata Plan Insurance

Policy No	HS0006104790
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX0001 0724
Insurer(s)	certain underwriters at Lloyd's
UMR	BI123024FLE1451
Period of Insurance	15/05/2025 to 15/05/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 19287
Situation	6-10 CREEK ROAD MITCHAM VIC 3132
Certificate date	15/05/2025

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$4,491,671
	Common Area Contents	\$44,917
	Loss of Rent & Temporary Accommodation (total payable)	\$673,750
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$1,000,000
Section 6	Machinery Breakdown	Not Selected
Section 7	Catastrophe Insurance	
	Sum Insured	\$673,750
	Extended Cover - Loss of Rent & Temporary Accommodation	\$101,062
	Escalation in Cost of Temporary Accommodation	\$33,687
	Cost of Removal, Storage and Evacuation	\$33,687
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected

Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

15/05/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording New Flex PDS reference code for the Lloyd's product is: AX 0001 0724 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Owners Corporation Certificate

*Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporation Regulations 2018
Subdivision Act 1988*

OC Number	RP019287
Property	Lot 11, 6-10/Creek Road MITCHAM
Vendor	
Purchaser	
Reference	429
This certificate is issued for Lot 11 Plan No. RP019287	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **04/06/2025**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are \$35.26 per annum for the year, commencing 01/05/2024 paid Quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	01/05/2024	01/08/2024	01/11/2024	01/02/2025
Amount	\$8.90	\$8.90	\$8.73	\$8.73
	01/05/2025 (pre-issue)			
	\$8.81			

- b) The fees are paid up until 31/07/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.
- d) The following special fees or levies have been raised and are payable on the dates indicated below- **None as at this date**.
- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are- **Please refer to the AGM minutes of meeting attached**.
- f) The body corporate has the following insurance cover- **Please refer to the insurance certificate of currency attached**.
- g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total funds held by the owners corporation as at 04/06/2025-

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
6-10 Creek Road, MITCHAM, VIC. 3132	\$18,636.88	\$28,959.98	\$47,596.86
Macquarie Bank BSB: 183-334 Acc No: 291399756			
Accounts Receivable	\$0.76	\$0.00	\$0.76
Total Assets	\$18,637.64	\$28,959.98	\$47,597.62
Liabilities			
Levies Paid in Advance	\$1,251.35	\$0.00	\$1,251.35
Total Liabilities	\$1,251.35	\$0.00	\$1,251.35
Net Assets	\$17,386.29	\$28,959.98	\$46,346.27
Owners Funds			
Opening Balance	\$21,874.17	\$26,459.71	\$48,333.88
Net Income For The Period	\$(4,487.88)	\$2,500.27	\$(1,987.61)
Total Owners Funds	\$17,386.29	\$28,959.98	\$46,346.27

- i) The Owners Corporation has no contingent liabilities not otherwise shown or budgeted above.
- j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows-
- License Agreements
 - Unit 1 Courtyard & Carpark**
 - Unit 2 Storage Room and Carpark**
 - Unit 3 Carpark & Courtyard**
 - Unit 4 Carpark**
 - Unit 5 Carpark & Courtyard**
 - Unit 7 Carpark & courtyard**
 - Unit 8 Carpark & courtyard**
 - Unit 9 Carpark**
 - Unit 10 Courtyard & Carpark**
- k) The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows - **None known as of at this date.**
- l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? - **None known as of at this date.**
- m) The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows - **None known as of at this date.**
- n) The Owners Corporation has resolved to appoint Advance Strata Consulting Group, as manager.
- o) No proposal has been made for the appointment of an administrator
- p) Other information:
- q) The minutes of the most recent Annual General Meeting of the Owners Corporation (**see attached**)
- Copy of Model Rules for an Owners Corporation (**see attached**)
- Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners (**see attached**)
- Copy of Insurance Policy Documents (**see attached**)

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

04/06/2025

Common Seal of Plan No RP019287



Prepared By:

A handwritten signature in blue ink, appearing to read "Steve/Emma".

Steve/Emma

Ph: 03 86390888 Fax:

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Minutes of Annual General Meeting

Owners Corporation Act 2006 Section 72, Owners Corporation Regulations 2018 and Owners Corporation Rules

Owners Corp No. RP019287, 6-10 Creek Road, MITCHAM VIC 3132

Held On: Tuesday, 02 July 2024

@ 4.30 pm, Via ZOOM

1. Registration of Attendance

Lot No	Name of Lot Owner	In Person or By Proxy
1	Allan Chatfield	Via Zoom
3	Rushith Kundavaram	Via Zoom
4	Karen Horsely	Via Zoom
9	Maria Graetsch	Via Zoom
10	Anthony Leverington on behalf of Schlevo Property Fund Ltd	Via Zoom
11	Anthony Leverington on behalf of Schlevo Property Fund Ltd	Via Zoom

2. Apologies

Aspasia (Sia) Zapantis – Lot 5

3. Non Members In Attendance

Emma Elsworth - Advance Strata Consulting
Ivan Detta - Advance Strata Consulting
Rozanne Picardo – Advance Strata Consulting

4. Confirmation of Proxies

No Proxies

5. Quorum details

A quorum was established as all 6 out 10 lot owners were present in person or by proxy.

6. Voting Entitlement and Instructions

Voting was by a show of hands – One Lot, One Vote. All members present are entitled to vote.

7. Appointment of Chairperson of Meeting

The members appointed Emma Elsworth to Chair the Meeting.

8. Nomination of a minute taker

Maintenance Fees be paid **quarterly** in advance based on lot liabilities within 28 days of issue of invoice. The due dates are as follows:

- ☐ 1st Instalment due 5/1/2024*
- ☐ 2nd Instalment due 8/1/2024
- ☐ 3rd Instalment due 11/1/2024
- ☐ 4th Instalment due 2/1/2025

These levies are to continue a quarterly cycle based on the adopted budget until the next AGM.

*As the first quarter invoice has been struck based on the old budget, an adjustment levy will be struck for any shortfalls in the budget to meet all anticipated expenditure and revenue as proposed in the new approved budget. **NOTE: This is the difference between the previous year's quarter contribution & the new quarter contributions allowing for rounding differences.**

- 11 e. It was **RESOLVED** to authorize the Manager to raise a Special Levy should there be a lack of funds in the Owners Corporation account to meet the financial and statutory obligations of the Owners Corporation.

12. Administration of Arrears

12 a. Penalty Interest Rates (Note the current rate is 10% per annum)

It was **RESOLVED** that in accordance with Section 29 of the Owners Corporation Act 2006 that the Owners Corporation charge interest at the maximum rate of interest payable under the Penalty Interest Act 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

12 b. Authority To Waive Penalty Interest

It was **RESOLVED** that pursuant to Section 29(4) of the of the Owners Corporation Act 2006 that the Owners Corporation Manager be delegated the authority to allow the remission of interest where it considers appropriate to do so without the need to report to the AGM in regard to such remission i.e. for such cases as first time offences and other special circumstances that merit such consideration.

13. Recovery of Cost

It was **RESOLVED** that the Owners Corporation may recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and **FURTHER RESOLVE** that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any Lot Owner or Occupier of a Lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018.

A Fee Reminder Notice Fees at a cost of \$30 will be charged to owners in arrears more than 10 days after the due date (28 days from date of invoice).

A Final Notice Fee cost of \$50 will be charged to owners in arrears more than 28 days after the due date, from receiving a contribution reminder notice from the Manager.

A Legal/Mercantile Collection Agency referral fee is to be charged to owners who have received a Final Demand letter from the manager and who have failed to contact the manager and make arrangements

acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

The Manager advises that any requests for payment plans by owners who may be in arrears will be referred to the Chairperson of the Owners Corporation for a decision.

The Chairperson will share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation.

The Manager advises that the Reminder Notice Fee and the Final Notice Fee charges is to be paid to the Manager to recover the costs incurred by the Manager for their labour cost and time in issuing such notices.

Section 135 of the Owners Corporation Act 2006: A lot owner who does not occupy the lot or will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owners mailing address for service of notices and any changes to it immediately.

14. Review of Current Owners Corporation Insurance Cover

- 14 a. Members reviewed the insurance covers in accordance with section 59 (division 6) of the Owners Corporation Act 2006 and were satisfied that the Replacement and Reinstatement value of the Property is adequate and that the Insurance Policies Terms and Conditions properly reflect the needs of members. Owners are to acknowledge that Advance Strata Consulting are authorised under their Insurance Authority to provide factual advice ONLY and that the members are to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters are suited their needs. **(Post AGM Note:** members asked for excess information, Manager to send after Minutes release)

Note: Pursuant to Section 59 of the Owners Corporation Act, the Building Sum Insured must cover the cost necessary to replace, repair or rebuild the property to a condition substantially the same including the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

***Note –** A copy of the Financial Services Guide (FSG) and Product Disclosure Statement (PDS) can be requested from the Manager at any time.

14 b. Insurance Excess

It was **RESOLVED** that any excess applicable to insurance claims is to be met by the party causing the damage or, the unit owner responsible for the invitee who caused the damage or, as determined by the Committee. Where the claim is for damage to a member's unit, the excess is to be met by the member causing the damage or otherwise by the member making the claim.

14 c. Insurance Standing Direction

It was **RESOLVED** to give the Manager a standing direction to renew the insurance policy upon expiry with the same policy benefits at the best possible price and further **RESOLVED** that the Manager be authorized to raise a levy to fund the insurance premium or enter into an instalment plan if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006 at all times.

***NOTE:** *Members are advised that the Owners Corporation (Section 54 of the Act) building policy does not provide protection for privately owned fittings and fixtures including carpets, curtains, blinds and light fittings, and electrical appliances which are not wired into the premises, and can be removed without interference to the electrical wiring, regardless of the cause of the damage, or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the owner to ensure that they have adequate Contents Insurance which includes personal Public Liability cover in place. Landlords are advised to have Landlord Contents cover. All Owners and Landlords are advised to check the smoke detector in their apartment on a regular basis to ensure the smoke detectors are in a working condition at all times. If your apartment is leased out please advise your Property Manager to arrange for inspection of all smoke detectors in your apartment to ensure they are in good working order.*

Declaration : The Manager receives a small fee for assisting the broker/insurer in handling insurance claims and insurance matters. This Fee is used to defray manpower and labour costs incurred by the Manager in dealing with insurance matters, queries, follow up and manhours in coordinating repairs with contractors and affected lot owners, as provided in the contract of Appointment of the Manager. This practice is endorsed by the Strata Community Owners Association, the professional peak body of the Strata Industry and enshrined in SCA industry standard contract of appointment

14 d. Insurance Valuation

It was noted that there is no requirement for an insurance valuation as one was carried out on **3/4/2024** and is valid for **5 years**.

15. Identification of Occupational Health & Safety Risk on site

It was **RESOLVED NOT** to carry out an Occupational Health and Safety audit of common property, instead members agreed to carry out regular visual risk assessments of the common area and surrounds in order to identify any safety breaches or OH&S risks at the property and to advise the Manager immediately and authorize them to effect necessary corrective actions on any risk identified.

As part of the Advance Strata company OH&S policy, Members are to note that Advance Strata Consulting Pty Ltd will only engage contractors that are registered in their data base. Any contractor that is recommended by any member of the Owners Corporation will have to undergo the registration process and submit the necessary insurances, documentation and any licence (should such license be required) before they can be awarded any jobs.

Members are to further note that that if the Owners Corporation directs the Manager and insist to engage a contractor on its behalf whom Advance Strata Consulting Pty Ltd does not have any record of the necessary insurance and the required licenses, should in an event of a claim be made against Advance Strata Consulting Pty Ltd arising by an act or omission of the contractor, the Owners Corporation is to indemnify Advance Strata Consulting Pty Ltd in relation to such claims

16. After-Hours Trade Emergency Services

The Members noted that there will be a callout fee depending on the day and time of the call out and if it was a public holiday for any After Hours Trade Emergency. This service is only for **COMMON AREA TRADE RELATED EMERGENCIES ONLY**. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the Lot Owner or Occupant for this service. Owners are to advise their Tenants that they will have to contact their Property Manager for emergencies related to their own lot not involving the common property.

NOTE: *If it is a genuine emergency related to the common area, the cost can be claimed from the insurer*

17. Emergency Cost Threshold

The members to consider and if approved, **RESOLVED** to authorize the cost threshold of up to \$1,000 for Advance Strata Consulting Pty Ltd to arrange emergency repair works in the event of an emergency.

18. Essential Services

There are no essential services required as this is a Class 1A property.

The Manager reminded all owners that they must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Any stored items must be removed).

Fire Doors at the property (if applicable) must be kept closed at all times.

19. Internal Works

It was **RESOLVED** that all lot owners **MUST** provide a detailed report to the Owners Corporation before commencing any internal apartment works by completing the fit out works application form. If walls are being considered to be removed or penetrated, an Engineer's endorsement is required, and the necessary permits must be obtained. The façade or outward appearance of the building should not in any way be affected or altered in any way unless approval is first obtained.

Also, all the necessary permits must be obtained from the local council for fit out works in the apartment before commencing any such works. The Owners Corporation is to be kept notified at all times of any permits issued/obtained (please check with the local council if there are any requirements for application of any permits before commencing any fit-out works).

NOTE: Owners of individual units are requested to:

- ☐ Notify the Owners Corporation of any penetrations to the wall or floor slab within their private lot and;
- ☐ Ensure the integrity of the fire doors in their private lots are not compromised;
- ☐ Maintain the smoke alarms & air conditioning systems, within their own private lots, to ensure they are in a serviceable condition;
- ☐ Notify the Owners Corporation of any application of additional occupancy permits or notices received.

20. Election of Committee (To service Until Next Annual General Meeting)

20 a. Appointment / Election of Members to the Committee

The following members were elected onto the committee:

Lot No	Name of Lot Owner
1	Allan Chatfield
5	Aspasia (Sia) Zapantis
9	Maria Graetsch
10	Anthony Leverington

20 b. It was RESOLVED that the elected committee assume the role of the grievance committee.

21. Appointment of Chairperson of Owners Corporation

It was **RESOLVED** to appoint Allan Chatfield to be the Chairperson of the Owners Corporation.

The Chairperson will be the main liaison person between the Committee and the Manager for operational efficiency.

22. Appointment of Secretary of Owners Corporation

It was RESOLVED to appoint the Manager of the Owners Corporation to be the Secretary

23. Instrument of Delegation and deciding on the matters and class of matter if any, to be determined only at General meeting

23 a. Pursuant to Section 101 and Section 82 of the Owners Corporation Act 2006:

1. ***Delegation of the Chairperson*** - In accordance with Section 11 of the Owners Corporation Act 2006, it was RESOLVED to delegate powers and functions that are capable of being delegated to the Owners Corporation Chairperson to make decisions on the behalf of the Owners Corporation, to ensure the efficient and effective operation of the owners corporation.
2. ***Delegation to the Owners Corporation Manager*** - In accordance with sections 11 and 120 of the Owners Corporation Act 2006, it was RESOLVED to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the owners corporation.
3. ***Delegation to the Owners Corporation Secretary*** – In accordance with sections 11, 98, 99, 106, 107 and 120 of the Owners Corporation Act 2006, it was RESOLVED that the secretary would be delegated all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to ensure the efficient and effective operation of the owners corporation.
4. ***Delegation of the Committee*** - In accordance with section 11 of the Owners Corporation Act 2006, it was RESOLVED to delegate powers and functions that are capable of being delegated to the Owners Corporation committee to make decisions on the behalf of the Owners Corporation.

NOTE: Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated under Section 11.

24. General Business

Driveway needs attention:

Check on the scope of work and quotes to see if the works can be carried out this financial year or put out till next year or if works funds could come from sinking fund. 2 potentials in looking for quotes, one is Anthony of Rightchoice or Dave Laine.

New gardener needed:

Previous contractor better than Leon. The street frontage has slipped. Allan to meet with contractor and discuss the scope of work. (**Post AGM Note:** The initial meeting will take place at 6th July 2024 at 11am).

Tree removal:

The matter regarding tree removal application will be revisited. Trees near Lot 10 was healthy, Allan will provide additional information when it is obtained. As for trees near Unit 11, the trees are not the issue but the eucalyptus may pose a problem.

Bin corral:

There are no new bins provided by the council. However, this is not an urgent matter.

25. Meeting Closed

There being no further business to discuss, the meeting came to a close at 5.45pm

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

Owners Corporations Regulations 2018

SCHEDULE 2

Form 2

Owners Corporations Regulations 2018 Reg. 16

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation.

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

Certificate of Currency Flexible Residential Strata Plan Insurance

Policy No	HS0006104790
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX0001 0724
Insurer(s)	certain underwriters at Lloyd's
UMR	BI123024FLE1451
Period of Insurance	15/05/2025 to 15/05/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 19287
Situation	6-10 CREEK ROAD MITCHAM VIC 3132
Certificate date	15/05/2025

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$4,491,671
	Common Area Contents	\$44,917
	Loss of Rent & Temporary Accommodation (total payable)	\$673,750
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$1,000,000
Section 6	Machinery Breakdown	Not Selected
Section 7	Catastrophe Insurance	
	Sum Insured	\$673,750
	Extended Cover - Loss of Rent & Temporary Accommodation	\$101,062
	Escalation in Cost of Temporary Accommodation	\$33,687
	Cost of Removal, Storage and Evacuation	\$33,687
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected

Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

15/05/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording New Flex PDS reference code for the Lloyd's product is: AX 0001 0724 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Owners Corp No. RP 019287

and

Schlevo Property Fund Ltd Ltd ATF Super Levo

LICENCE AGREEMENT

Lot 10 Unit 10 6-10 Creek Road, MITCHAM, VIC, 3132

THIS AGREEMENT is made on Tuesday, 26th May 2015

BETWEEN Owners Corp No. RP 019287 of Lot 10 Unit 10 6-10 Creek Road, MITCHAM, VIC, 3132 in the State of Victoria (hereinafter called "the Licensor") of the one part AND Schlevo Property Fund Ltd Ltd ATF Super Levo of 3/109 Westbury Street, Balaclava in the State of Victoria (hereinafter called "the Licensee" which expression shall include his respective successors, assignees and transferees) of the other part-

WHEREAS:

- A. The Licensor is the Owners Corporation for Plan of Subdivision No. RP 019287 registered at the Office of Titles in relation to the land situated at and known as aforesaid.
- B. The Licensee is registered or entitled to be registered as the proprietor of Lot 10 Unit 10 6-10 Creek Road, MITCHAM, VIC, 3132 on Plan of Subdivision No RP 019287 and being the property known as Lot 10 Unit 10 6-10 Creek Road, MITCHAM, VIC, 3132 aforesaid;
- C. The Licensee wishes to take a Licence for a term of ninety-nine years from the date hereof of the land coloured red on the plan annexed hereto and being part of the common property on Plan of Subdivision No. RP 019287 (hereinafter called "the Licensed area") and
- D. The Licensor has agreed to grant the required Licence to the Licensee upon the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH and it is hereby agreed by and between the parties as follows:-

- 1. THE Licensor hereby grants to the Licensee an exclusive Licence to use the said Licenced area for a term of ninety-nine years from the date hereof or until the Licensee ceases to be a member of the said Owners Corporation (subject always to the provisions of clause 3 hereof) or until determination of this Licence by written agreement between the parties or their successors in title (whichever shall be the earliest).
- 2. The Licensee shall pay to the Licensor the sum ONE DOLLAR (\$1.00) in consideration of grant of this Licence.
- 3. THIS Licence shall be transferable to any other person who is registered or entitled to be registered as the proprietor of Lot 10 Unit 10 6-10 Creek Road, MITCHAM, VIC, 3132 on Plan of Subdivision No. RP 019287 and notwithstanding the provisions of clause 1 hereof this Licence shall ensure upon such assignment as though the assignee was the Licence named and described herein.
- 4. THE said Licenced area may be used only by the Licensee, his servants agents and invitees, and any Licensee or occupier of the said Lot 10 Unit 10 6-10 Creek Road, MITCHAM, VIC, 3132 on Plan of Subdivision No. RP 019287

5. THE Licensee shall at his own cost maintain the said Licenced area, keep the same in good condition during the currency of this Licence Agreement and pay for the cost of any works or improvements to this area including any removal or relocation costs of any plant or equipment located in the Licenced area.
6. THE Licensee will give unrestricted access to any Utilities Authorities for the purposes of meter readings and repairs via an industry lock system.

IN WITNESS whereof the parties hereto have hereunto set their seal and hand respectively the day and year first hereinbefore written.

THE COMMON SEAL of OWNERS)

Owners Corp No. RP 019287)



Was hereunto affixed in the presence of:)

.....
Member of the Committee

SIGNED by the said Schlevo Property Fund Ltd Ltd ATF Super Levo)

in the presence of:)

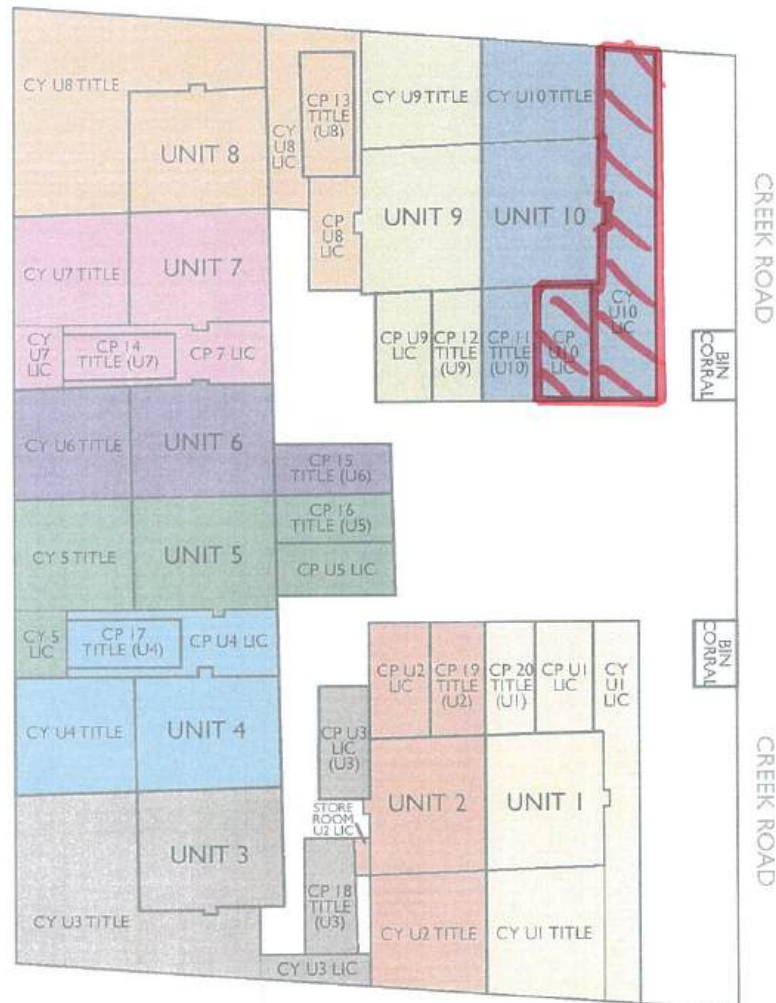
.....
Witness



ADVANTAGE
PROPERTY CONSULTING

I-10/6-10 CREEK RD, MITCHAM:

STRATA TITLES WITH PROPOSED CARPARK & COURTYARD ALLOCATIONS ON LICENCE AGREEMENTS



NOTE: I acknowledge having received this proposed plan of subdivision and understand that 99 year lease agreements will be granted for the following:
UNITS 4, & 9: for the carpark areas shown
UNITS 3, 5, 7 & 8: for the carpark and courtyard areas shown
UNIT 1, 10: for the courtyard area shown; and
UNIT 2: for the storage room and carpark areas shown.

NAME: _____

SIGNATURE: _____

DATE: ____/____/____

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1140791

APPLICANT'S NAME & ADDRESS

FIRST CLASS LEGAL C/- INFOTRACK (INTOUCH) C/-
LANDATA
DOCKLANDS

VENDOR

SCHLEVO PROPERTY FUND PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62288

This certificate is issued for:

LOT 10 PLAN RP19287 ALSO KNOWN AS 10/6 - 10 CREEK ROAD MITCHAM
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 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and 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/>

22 May 2025

Sonya Kilkeny
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.

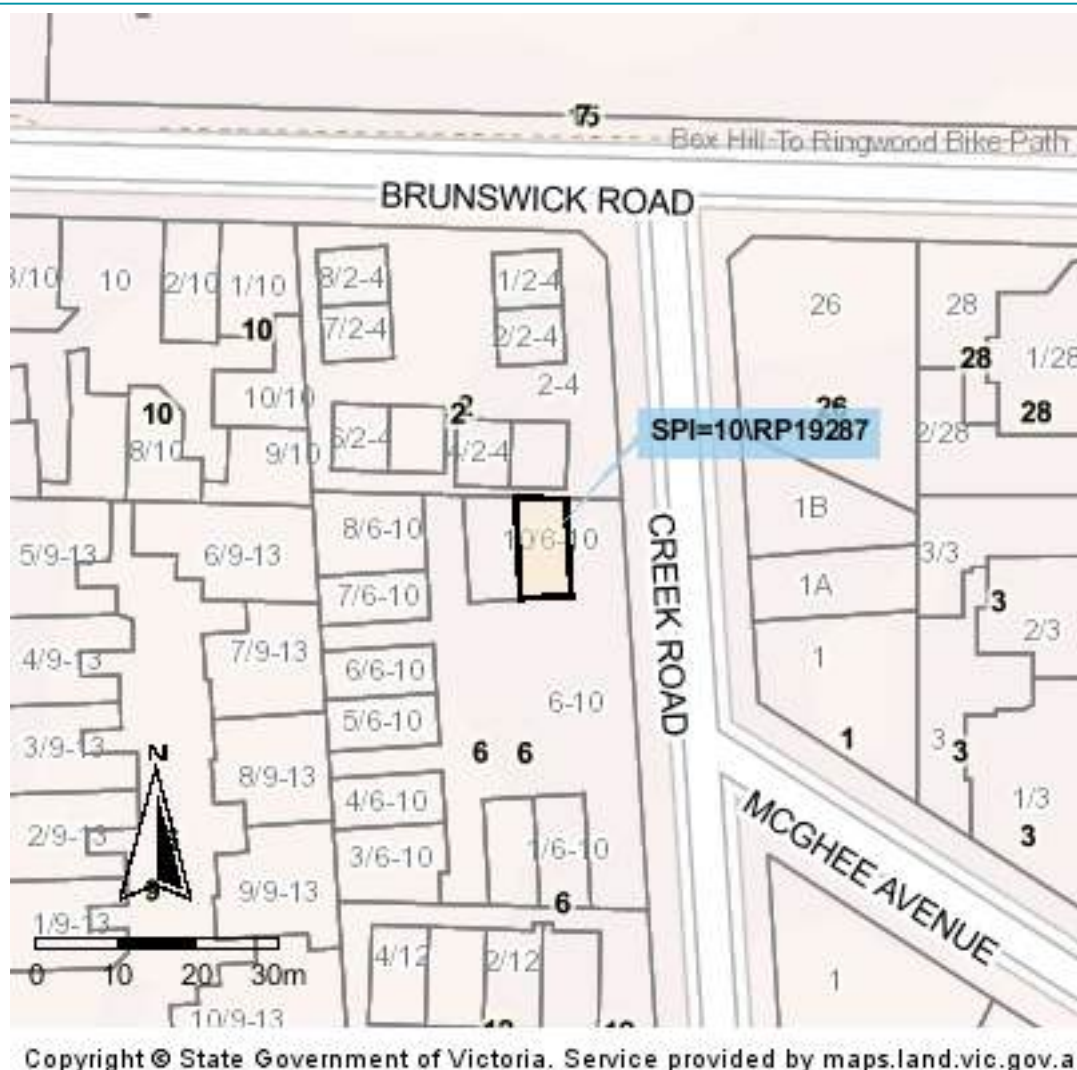
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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) 9102 0402 or email landata.enquiries@servictoria.com.au

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



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.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 22 May 2025 10:21 AM

PROPERTY DETAILS

Address: **10/6-10 CREEK ROAD MITCHAM 3132**
Lot and Plan Number: **Lot 10 RP19287**
Standard Parcel Identifier (SPI): **10\RP19287**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **234553**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 48 K9**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

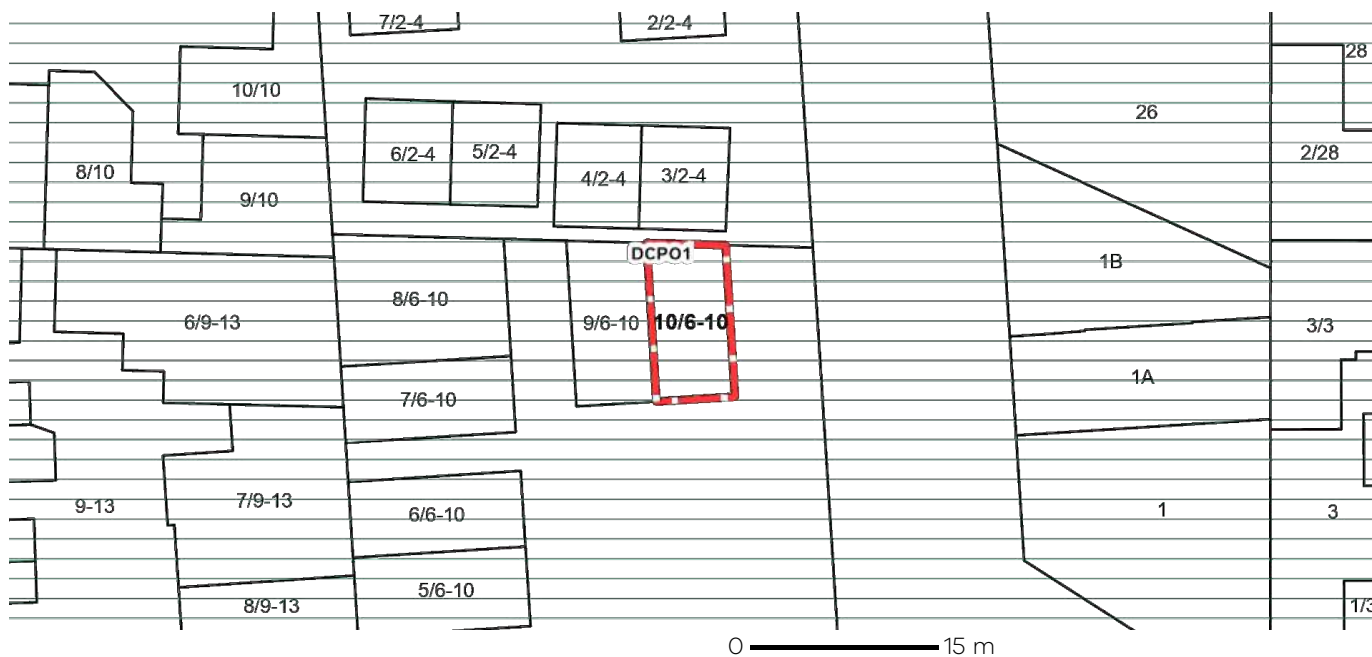
PLANNING PROPERTY REPORT: 10/6-10 CREEK ROAD MITCHAM 3132

Page 1 of 4

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

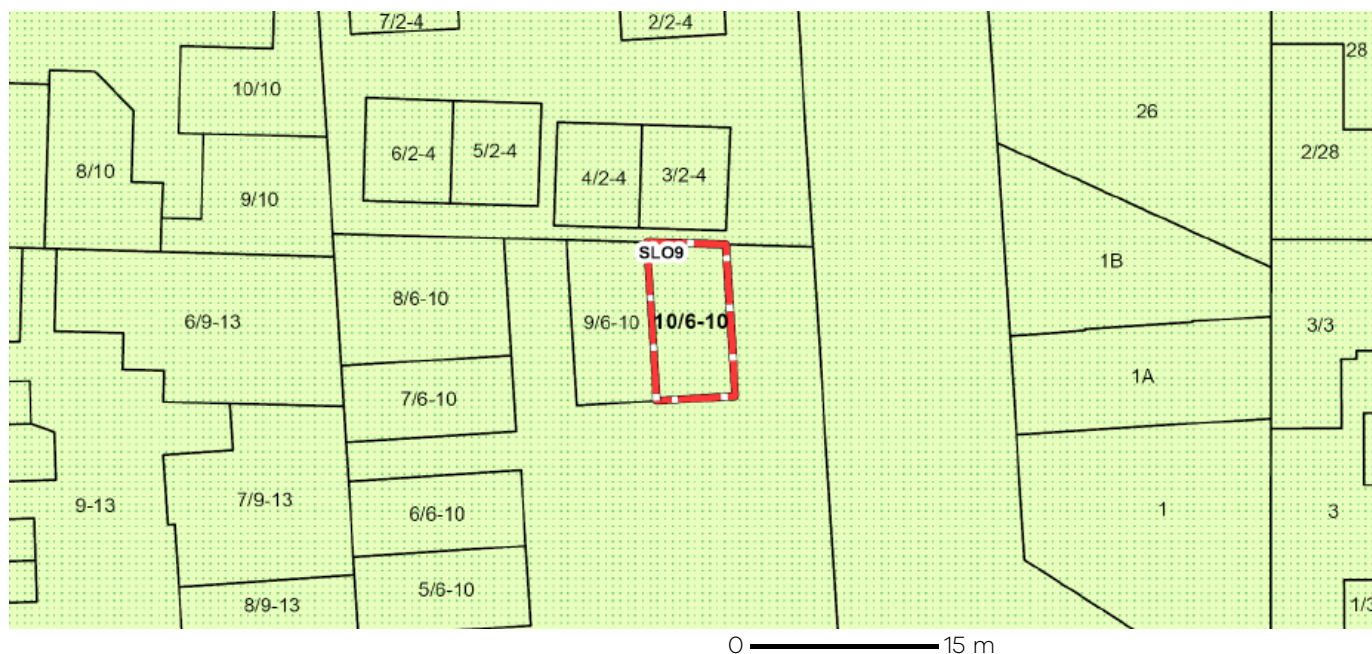


 **DCPO - Development Contributions Plan Overlay**

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



 **SLO - Significant Landscape Overlay**

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

Further Planning Information

Planning scheme data last updated on 22 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

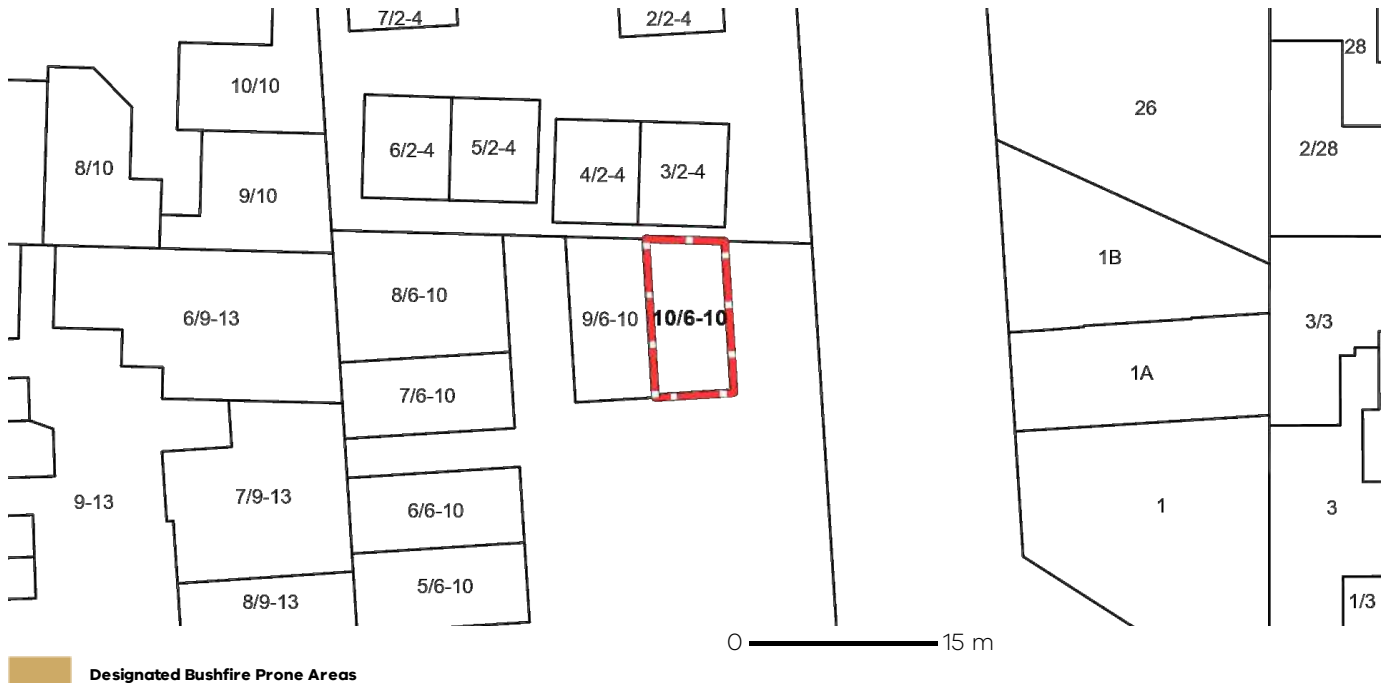
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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

**Advantage Property Consulting
Pty Ltd**

475a St Kilda Street,
ELWOOD, VIC 3184

P: (03) 9883 8900

E: buyer@advantageproperty.com.au

ABN: 47100010179



ADVANTAGE

PROPERTY CONSULTING

Residential Rental Agreement Renewal

for

10/6-10 Creek Road, MITCHAM VIC 3132

This agreement is between - **Schlevo Property Fund Pty Ltd ATF Super Levo**
and **Lea V T Weiler**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2022.
No unauthorised use or copying permitted. All rights reserved.

Powered by iProperty Express

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Wed 30/03/2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

10/6-10 Creek Road, MITCHAM VIC

Postcode 3132

3. Rental provider details

Full name or company
name of rental
provider

- Schlevo Property Fund Pty Ltd ATF Super Levo

Address (if no agent is
acting for the rental
provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Advantage Property Consulting Pty Ltd

Address

475a St Kilda Street, ELWOOD, VIC

Postcode 3184

Phone number

(03) 9883 8900

ACN (if applicable)

100010179

Email address

lbraun@advantageproperty.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Lea V T Weiler

Current Address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Full name of **renter 2**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 3**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 4**

Current Address:

Postcode

Phone number:

Email:

5. Length of the agreement



Fixed term agreement

Start date

Sat 14/05/2022

End date

Sun 13/11/2022

(this is the date the agreement starts
and you may move in)



Periodic agreement
(monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$) (payable in advance)	1608.00		
To be paid per	☐ week	☐ fortnight	☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	14th day of each month		
Date first rent payment due	Thu 14/04/2022		
The rent will be increasing to	\$1651.00	per month	from Sun 13/11/2022

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	1608
Bond lodgement date	Fri 14/05/2021
Bond Lodgement No.	15052345

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit	☐ bank deposit	☐ cash	☐ cheque	☐ money order	☒ BPay
☐ other electronic form of payment, including Centrepay					

Payment details (if applicable)

Biller Code: 4481
BPAY REF: 41888850

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☒ Yes

Laura Braun: lbraun@advantageproperty.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Lea V T Weiler:

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Laura Braun

Emergency phone number

0406 266 149

Emergency email address

lbraun@advantageproperty.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☐ No

☒ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☒ The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Advantage Property Consulting Pty Ltd will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Advantage Property Consulting Pty Ltd subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Advantage Property Consulting Pty Ltd may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Advantage Property Consulting Pty Ltd may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Advantage Property Consulting Pty Ltd will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Advantage Property Consulting Pty Ltd should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to Advantage Property Consulting Pty Ltd.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Advantage Property Consulting Pty Ltd in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Advantage Property Consulting Pty Ltd within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Advantage Property Consulting Pty Ltd will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Advantage Property Consulting Pty Ltd in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Advantage Property Consulting Pty Ltd does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Advantage Property Consulting Pty Ltd at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Advantage Property Consulting Pty Ltd a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Advantage Property Consulting Pty Ltd or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify Advantage Property Consulting Pty Ltd immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or Advantage Property Consulting Pty Ltd of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Advantage Property Consulting Pty Ltd or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Advantage Property Consulting Pty Ltd from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Advantage Property Consulting Pty Ltd or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Advantage Property Consulting Pty Ltd in writing.

64. Urgent Repairs

The Renter acknowledges that Advantage Property Consulting Pty Ltd is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Advantage Property Consulting Pty Ltd during business hours or after hours information service on 0406 266 149 or Advantage Property Consulting Pty Ltd approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Advantage Property Consulting Pty Ltd. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Advantage Property Consulting Pty Ltd may impose reasonable conditions. It is not unreasonable for the Rental Provider or Advantage Property Consulting Pty Ltd to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Advantage Property Consulting Pty Ltd to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Advantage Property Consulting Pty Ltd has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Advantage Property Consulting Pty Ltd in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Advantage Property Consulting Pty Ltd for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Advantage Property Consulting Pty Ltd as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Advantage Property Consulting Pty Ltd the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Advantage Property Consulting Pty Ltd;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Advantage Property Consulting Pty Ltd during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Advantage Property Consulting Pty Ltd with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Advantage Property Consulting Pty Ltd. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Advantage Property Consulting Pty Ltd if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Advantage Property Consulting Pty Ltd but such notice shall only become effective on receipt by the Rental Provider or Advantage Property Consulting Pty Ltd.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

1. Assignment Or Sub-Letting

(a) The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord. This includes temporary leasing arrangements using sites such as AirBnB or similar. The Landlord's consent shall not be unreasonably withheld.

(b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

(c) If a tenant transfer is required during the tenancy a fee will be payable in full by the tenants to the agent on signing of the tenant transfer form. If a tenant named on this original lease remains at the property a fee of \$250 + GST is payable. If no original tenants remain at the property a fee of one and a half weeks rent + GST is payable and the tenant must vacate completely in order for a final inspection, condition report and new lease to be completed prior to new tenants occupying the property. The transfer of tenancy must be approved by the landlord/agent prior to the transfer taking place and the applicants taking possession of the property.

Renter Acknowledgement

1. Lea V T Weiler viewed and acknowledged at Tue, 29/03/2022 20:07 from device: Android 7.0 Samsung SM-G930F Chrome Mobile 98.0.4758

2. Pet Clause

The Rental Provider(s) agree to the Renter(s) keeping on the rental premises 1 x dog providing the following conditions are fulfilled:

- The animal is to be registered with the local council in accordance to the appropriate local laws;
- The animal causes no disturbance to the occupants of neighbouring properties;
- The Renter(s) agrees to repair any and all damaged caused by the animal to the rental premises including the grounds and associated vegetation;
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of same, must be supplied to the Managing Agent upon request.

This clause is to be read in conjunction with Clause 26 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the Rental Provider(s).

Renter Acknowledgement

1. Lea V T Weiler viewed and acknowledged at Tue, 29/03/2022 20:08 from device: Android 7.0 Samsung SM-G930F Chrome Mobile 98.0.4758

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

Safety Checks

Has the property had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?

If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the property from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

Confirmation

I/we have checked all questions to ensure that all have been answered and that the answers are correct

☒ Yes ☐ No

Comments

-

Electrical Safety Check

Has the property had the required electrical safety check carried out? If it has been carried out, please provide the date of the latest check below. If no inspection carried out as, please note 'Date TBC' in comments.

☐ Yes ☒ No

Comments

Date TBC

Electrical Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the property from the gas safety check?

☐ Yes ☒ No

Comments

-

Gas Safety Check

Has the property had the required gas safety check carried out? If it has been carried out, please provide the date of the latest check below. If no inspection carried out as, please note 'Date TBC' in comments.

☐ Yes ☒ No

Comments

Date TBC

Gas Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the property from the gas safety check?

☐ Yes ☒ No

Comments

-

Owners Corporation

Is the rented premises subject to an Owners' Corporation?

☒ Yes ☐ No

Comments

-

Pool Barrier Compliance Check

Has the property had the required pool barrier compliance check? If it has been carried out, please provide the date of the latest check below. If this is not applicable, select NO and type N/A in comments

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

1. Lea V T Weiler viewed and acknowledged at Tue, 29/03/2022 20:15 from device: Android 7.0 Samsung SM-G930F Chrome Mobile 98.0.4758

Privacy Collection Notice

As professional property managers **Advantage Property Consulting Pty Ltd** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: (03) 9883 8900

Primary Purpose

As professional property managers, **Advantage Property Consulting Pty Ltd** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Advantage Property Consulting Pty Ltd** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Advantage Property Consulting Pty Ltd also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).

- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Advantage Property Consulting Pty Ltd** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Advantage Property Consulting Pty Ltd** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Advantage Property Consulting Pty Ltd** privacy policy can be viewed without charge on the **Advantage Property Consulting Pty Ltd** website; or contact your local **Advantage Property Consulting Pty Ltd** office and we will send or email you a free copy.

Disclaimer

Advantage Property Consulting Pty Ltd its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Advantage Property Consulting Pty Ltd** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Laura Braun** on behalf of - **Schlevo Property Fund Pty Ltd ATF Super Levo** (Rental Provider)



Signed at Wed, 30/03/2022 11:49 , from device: Windows 10 Other Chrome 99.0.4844

Renter(s)

Renter : **Lea V T Weiler**



Signed at Tue, 29/03/2022 20:15 , from device: Android 7.0 Samsung SM-G930F Chrome Mobile 98.0.4758

AUDIT TRAIL

Lea V T Weiler (Renter)

- Tue, 29/03/2022 19:55 - Lea V T Weiler clicked 'start' button to view the Residential Rental Agreement Renewal (Android 7.0 Samsung SM-G930F Chrome Mobile 98.0.4758, IP: 120.21.26.103)
- Tue, 29/03/2022 20:15 - Lea V T Weiler signed the Residential Rental Agreement Renewal (Android 7.0 Samsung SM-G930F Chrome Mobile 98.0.4758, IP: 120.21.26.103)
- Tue, 29/03/2022 20:15 - Lea V T Weiler submitted the Residential Rental Agreement Renewal (Android 7.0 Samsung SM-G930F Chrome Mobile 98.0.4758, IP: 120.21.26.103)

Laura Braun (Rental Provider's Agent)

- Wed, 30/03/2022 11:49 - Laura Braun clicked 'start' button to view the Residential Rental Agreement Renewal
- Wed, 30/03/2022 11:49 - Laura Braun stamped saved signature the Residential Rental Agreement Renewal
- Wed, 30/03/2022 11:49 - Laura Braun submitted the Residential Rental Agreement Renewal

AGREEMENT END

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

FORM 5

Residential Tenancies Act 1997 Section 44(1)

Regulation 21

NOTICE OF PROPOSED RENT INCREASE TO RENTER OF RENTED PREMISES

1. The residential rental provider (the rental provider) must use this form to notify the renter of a proposed rent increase.

PART A - INFORMATION FOR THE RENTER

2. The rental provider must give you at least 60 days notice of any rent increase.
 - A valid notice of a proposed rent increase is required for all rent increases.
 - This notice may only provide for one rent increase.
 - The notice must include the method by which the rent increase was calculated. The rent increase cannot be greater than the amount calculated using this method.
 - Rental providers must not increase the rent during a fixed term residential rental agreement (agreement) unless the agreement provides for an increase.
 - Rental providers must not increase the rent more than once every 12 months.

Challenging a rent increase

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you think it is excessive. This is free. You may apply by, by filling in the section, 'Rent increase investigation' (below) and giving a copy to Consumer Affairs Victoria.

An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.

4. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application must be made within 30 days after the notice of rent increase is given.

You will need to pay the increased rent amount from the date provided on this notice unless VCAT decides otherwise.

If you have not requested a report from the Director and 30 days have passed since you received the notice, you can still apply directly to VCAT. You will need to satisfy VCAT that you have reasonable grounds to apply without first getting a report from Consumer Affairs Victoria.

5. For further information visit the renting section of the Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call 1300 558 181.

PART B - DETAILS

6. Address of rented premises

10/6-10 Creek Road , MITCHAM VIC 3132

7. Renter's Details

This notice is given to

Lea V T Weiler

8. Rental provider's details (this cannot be an agent's name)

Name of rental provider:

Schlevo Property Fund Pty Ltd ATF Super Levo

9. Address of rental provider for the purpose of serving documents (this can be an agent's address)

Suite 817/1 Queens Road, MELBOURNE VIC 3004

10. Contact details of rental provider or agent

Business hours: 03 8658 0266 (BH)

After hours:

Email address: contact@cercleproperty.com.au

11. Proposed rent increase

I intend to increase the rent as follows:

Current rent amount (\$) 450 per week

New rent amount (\$) 500 per week

Amount of rent increase (\$) 50.00 per week

Start date of increased rent: 14 April 2025

Method used to calculate rent increase:

(For example: 'Consumer Price Index', used to calculate rent increase. Provide details of the process and calculation used to reach new rent amount)

Market Rent - 2 bedroom apartments in the Richmond area are currently being let for between \$500 to \$510 per week.

The increased rent of \$50 per week is calculated using the median rent within this range for a comparable property, based on the attached Market Report.

12. Delivery of this notice

- The notice period begins the day after the renter is estimated to receive this notice.
- If sending by post, the rental provider must allow for the delivery time in calculating the increase date.
- If sending by registered post, the rental provider should keep evidence of the mail delivery method used to send this notice.

This notice has been sent on 10 January 2025

by email (if consent has been provided by the renter)

Renter's email address: lvtweiler@gmail.com

13. Signature of rental provider or agent



Name of rental provider or agent*: Frank Karavidas

Date of notice: 10 January 2025

Notice number: 5045777

14. Requesting an investigation of rent increase (no cost)

If you want to request an investigation it must be in writing.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to:

Director of Consumer Affairs Victoria,

GPO Box 123

Melbourne VIC 3001,

or

email to renting@justice.vic.gov.au.

After your request has been received, a Residential Tenancies Inspector will contact you.

☐ Yes, *I/*we the renter/s wish to apply for a rent increase investigation:

I/We can be contacted on:

Daytime phone number: