

CONTRACT OF SALE OF REAL ESTATE

Property Address: Unit 2, 15 Lucerne Avenue, MORNINGTON VIC 3931

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

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

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

31

Section

Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

O'Brien Real Estate Mornington
Shop 2, 188 Main Street
MORNINGTON VIC 3931

Tel: 5975 7733 Fax: Ref: Email: mornington@obre.com.au

VENDOR

Kristoffer James McKay and Eloise Maree Wright
Unit 3, 69 Ella Grove
CHELSEA VIC 3196

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Genuine Conveyancing
18 Pioneer Way
OFFICER VIC 3809

Tel: 03 8592 0101 Fax: 03 8678 1067 Ref: RS:22/0936 Email: renee@genuineconveyancing.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

PROPERTY ADDRESS

The address of the land is:
Unit 2, 15 Lucerne Avenue, MORNINGTON VIC 3931

LAND (General Condition 3)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 9273 Folio 904	2	RP012054

The Land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (General Condition 2.2(f))

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

PAYMENT (General Condition 10)

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

GST (General Condition 13)

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

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

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

SETTLEMENT (General Condition 10)

Is due on

LEASE (General Condition 1.1)

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

in which case refer to general condition 1.1.

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

Residential tenancy agreement for a fixed term ending 22 August 2022

SUBJECT TO LEASE

TERMS CONTRACT (General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

ELECTRONIC CONVEYANCING

Settlement and lodgment of the instruments necessary to record the Purchaser as Registered Proprietor of the Land will be conducted electronically through PEXA in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

EC

LOAN (General Condition 14)

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

Special Conditions

Instructions: it is recommended that when adding special conditions:

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

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract

2. Representation and Warranty as to Building

The Purchaser 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 otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. 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 the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. Director's Guarantee and Warranty

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.

5. Foreign Acquisition

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.

6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 6.4 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.
- 6.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 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.

- 6.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
- (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

8. GST Withholding

- 8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.

- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct
- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement.

9. Statement of Adjustment

The Purchasers Representative must provide to the Vendors Representative the Statement of Adjustments along with all current rate and taxes certificates including Land Information Certificate, Water Information Statement and Land Tax Clearance Certificate at least 7 days prior to settlement. Failure to comply with this Special Condition 9 will constitute a default under the Contract and a Default Fee of \$300.00 plus GST will be charged.

10. Interest and Cost Payable on Default

- 10.1 Should the Purchaser default in the payment of any amount payable under the Contract, then the Purchaser will incur Penalty Interest and Default Fees as follows, which are to be adjusted and paid at Settlement, unless the Contract is ended, at which point payment of the Interest and Cost on Default are payable within 14 days of the Contract being ended:
- (a) The Interest Rate will be 16% per annum;
 - (b) A Default Fee of \$300.00 plus GST is payable to the Vendors Conveyancer for each and every default;
 - (c) The Professional Fee for the services of a Default Notice of \$550.00 is payable to the Vendors Conveyancer for each and every default.
- 10.2 Should the Purchaser fail to complete the purchase of the property on the date specified in the Contract or any other date agreed to in writing as variation, the Purchaser is in default under the Contract and acknowledges that Vendor may or will suffer the following reasonably foreseeable losses and expenses which the Purchaser will be required to pay to the Vendor at Settlement in addition to the Interest and Default Costs referred to in Special Condition 10.1:
- (a) All costs associated with obtaining bridging finance to complete the Vendors Purchase of another property and interest charged on such bridging finance;

- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date;
- (c) Accommodation and Removalist expenses necessarily incurred by the Vendor;
- (d) Cost and Expenses incurred between the Vendor and Vendors Conveyancer;
- (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendors Purchase;
- (f) Settlement Rescheduling Fee of \$100.00 plus GST for each and every Settlement Reschedule.

11. Contract Variation

- 11.1 Any Variation to the Contract of Sale including but not limited to the Variation of Settlement Date or any amount payable under the Contract must be done so in writing by way of a Deed of Variation, the same of which is to prepared by Genuine Conveyancing at an amount of \$440.00 inclusive of GST, payable by the party requesting the Variation by way of an adjustment at Settlement.
- 11.2 An extension of time granted for Finance Approval, Payment of Deposit and/or an extension for any time related Special Condition does not constitute a Variation to the Contract and such agreement is to be in writing between the legal representatives acting on behalf of each party. A Deed of Variation is not required for an extension for Finance Approval, Payment of Deposit or Building and Pest Inspections.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that -
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 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 8.5 if –
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. Builder warranty insurance

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

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

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

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

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

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

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

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

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) up to \$1,000 in cash; or

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

(c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

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

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

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

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the reasonable 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 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 S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

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

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

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

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.
However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;

- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection

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

23. Terms contract

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect

it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We, ... of

And of

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

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

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

this day of 20.....

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

SECTION 32

STATEMENT

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

Vendor:	Kristoffer James McKay and Eloise Maree Wright
----------------	--

Property:	Unit 2, 15 Lucerne Avenue, MORNINGTON VIC 3931
------------------	--

VENDORS REPRESENTATIVE

Genuine Conveyancing
18 Pioneer Way, Officer VIC 3809

Tel: 03 8592 0101
Fax: 03 8678 1067

Ref: RS:22/0936

SECTION 32 STATEMENT
Unit 2, 15 Lucerne Avenue, MORNINGTON VIC 3931

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificates and as follows-

Provider	Amount (& interest if any)	Period
Mornington Peninsula Shire	\$1,041.25	Per annum
South East Water	\$ 650.00 (approx.)	Per annum
OCVM Group	\$1,712.60	Per annum

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

None to the vendors knowledge

Their total does not exceed \$4,000.00

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

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

Not Applicable

32B INSURANCE

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

Not Applicable

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

Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

SECTION 32 STATEMENT
Unit 2, 15 Lucerne Avenue, MORNINGTON VIC 3931

(b) BUSHFIRE

This land is NOT in a designated bushfire prone area within the meaning of the regulations under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Mornington Peninsula Planning Scheme
Responsible Authority: Mornington Peninsula Shire Council
Zoning: General Residential Zone (GRZ)
Planning Overlays:
- Design And Development Overlay
- Design And Development Overlay Schedule 1
- Vegetation Protection Overlay
- Vegetation Protection Overlay Schedule 1

32D NOTICES

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

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

SECTION 32 STATEMENT
Unit 2, 15 Lucerne Avenue, MORNINGTON VIC 3931

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

32H SERVICES

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

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

32I TITLE

Attached are the following documents concerning Title:

- Registered Search Statement 09273 / 904
- Plan of Strata Subdivision RP012054

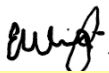
DATE OF THIS STATEMENT

07/07/2022

Name of the Vendor

Kristoffer James McKay and Eloise Maree Wright

Signatures of the Vendor

x  
07/07/2022

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

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

Terms contracts – S32A(d)

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

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

Page 1 of 2

VOLUME 09273 FOLIO 904

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LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 012054.
PARENT TITLE Volume 03963 Folio 483

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KRISTOFFER JAMES MCKAY
ELOISE MAREE WRIGHT both of 9A IVAN AVENUE EDITHVALE VIC 3196
AS653915B 25/10/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS653916Y 25/10/2019
ING BANK (AUSTRALIA) 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 RP012054 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 15 LUCERNE AVENUE MORNINGTON VIC 3931

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 25/10/2019

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012054

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

Page 2 of 2

DOCUMENT END

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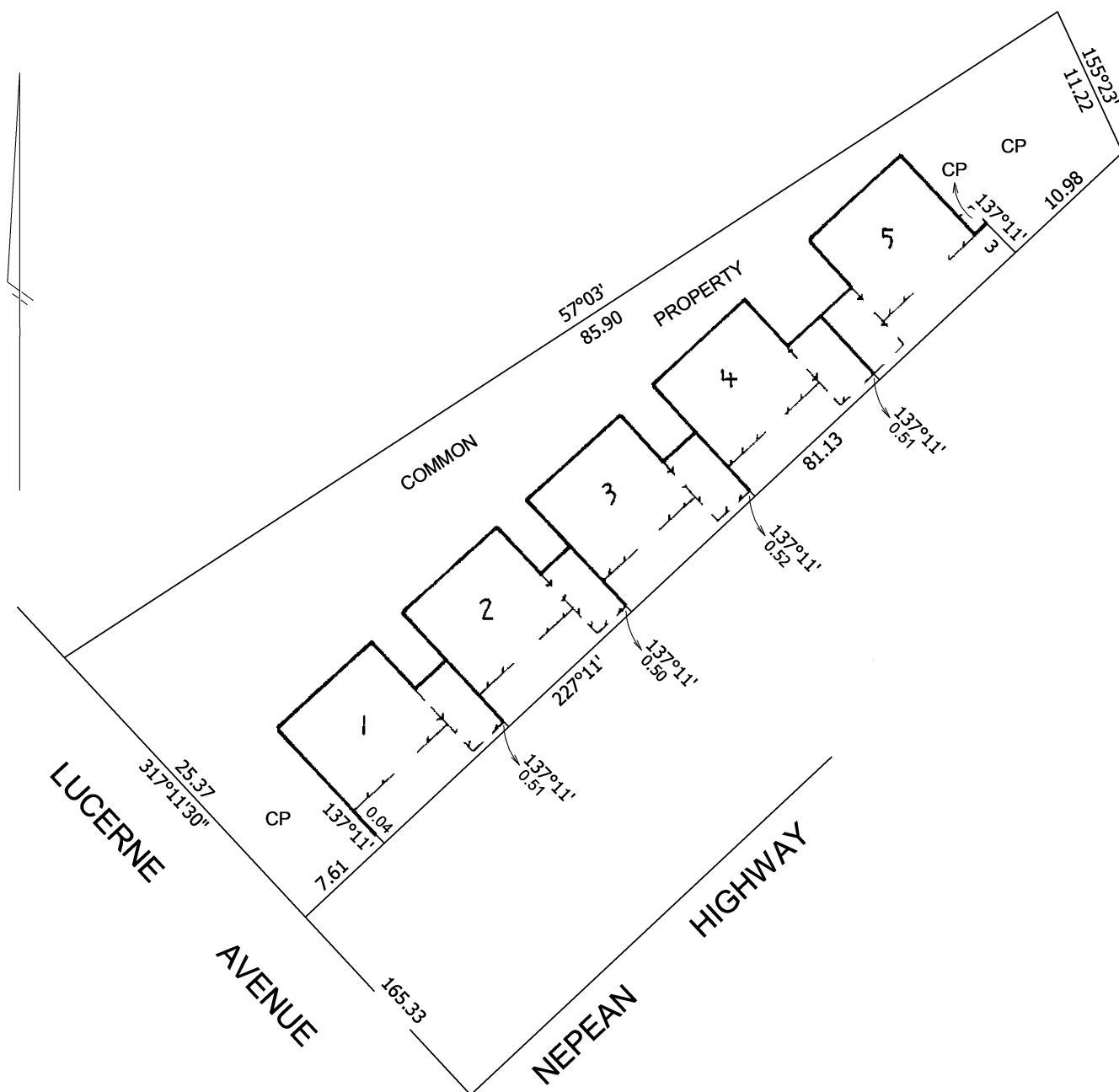
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PLAN OF STRATA SUBDIVISION			EDITION 3		RP012054	
LOCATION OF LAND PARISH: MOOROODUC AT MORNINGTON SECTION: 8 (PART) CROWN ALLOTMENT: - CROWN PORTION: - TITLE REFERENCE: VOL.3963 FOL.483 LAST PLAN REFERENCE: LOT 29 ON LP6762 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 15 LUCERNE AVENUE MORNINGTON 3931			FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT			
			SURVEYOR'S CERTIFICATE Surveyor: PETER FIELD NILSSON Certification Date: 22/05/1978 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by SHIRE of MORNINGTON on 22/06/1978 REGISTERED DATE: 28/06/1978 PLAN UPDATED BY REGISTRAR IN AN661031Q 06/01/2022			
LEGEND THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 5 IS A SINGLE STOREY BUILDING. THE UPPER BOUNDARY OF LOTS 1 TO 5 IS TEN 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. NO LOT IS AN ACCESSORY LOT. 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. <u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u> MEDIAN: ALL BOUNDARIES						
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	
MEASUREMENTS ARE IN METRES						
SHEET 1 OF 2						

PLAN OF STRATA SUBDIVISION

RP012054





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP012054

The land in RP012054 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OCV MANAGEMENT PTY LTD 101 RATHDOWNE STREET CARLTON VIC 3053

AL247123N 23/07/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Total	500.00	500.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/06/2022 02:21:51 PM

OWNERS CORPORATION
PLAN NO. RP012054

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.

Mornington Peninsula Shire
Private Bag 1000,
Besgrove Street, Rosebud 3939

RN
2021

ABN 53 159 890 143

For general enquiries, call us or visit our website

☎ mornpen.vic.gov.au

☎ 1300 850 600 (local call, fees apply)

K J McKay & E M Wright
9A Ivan Avenue
EDITHVALE VIC 3196

031

2021–22

Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property details

2/15 Lucerne Avenue MORNINGTON VIC 3931
Lot 2 RP 12054 Vol 9273 Fol 904

Site Value:

\$141,000

Capital improved value

\$365,000

Net annual value

\$18,250

AVPCC

125 - Residential

Date of issue

11/08/2021

Date of declaration

22/06/2021

Date of valuation

01/01/2021

Financial details

Residential Improved (0.0015555 X CIV)	\$567.75
Waste Service Charge	\$338.00

Total Shire rates and charges

\$905.75

Fire Service Levy Residential Fixed	\$114.00
-------------------------------------	----------

Fire Service Levy Residential Variable (0.000059 X CIV)	\$21.50
---	---------

Total State Government Fire Levy

\$135.50

Balance due

\$1,041.25

Property number

59791

Total amount due

\$1,041.25

Arrears (due immediately)

\$0.00

Current payable

\$1,041.25	15/02/2022
------------	------------

Instalments

1st	\$260.35	Due 30/09/2021
2nd	\$260.30	Due 30/11/2021
3rd	\$260.30	Due 28/02/2022
4th	\$260.30	Due 31/05/2022

The rating year is from 01/07/2021 to 30/06/2022. Please check BPAY reference number before making any payments. **Important** Interest on late payments will be charged at 10.00% p.a. See reverse for details and important information. If 1st instalment payment is not received by 30 September 2021, total amount must be received by 15 February 2022. **Please note a \$20.00 charge will apply if another copy of this notice is requested.**

Green/hard waste voucher

Non-transferable. Expires 30 September 2022.

20210105979103



Green/hard waste voucher

Non-transferable. Expires 30 September 2022.

20210105979103



Green/hard waste voucher

Non-transferable. Expires 30 September 2022.

20210105979103



Bill code: 20537
Ref no: 4000597917

BPAY® this payment via Internet or phone banking. **BPAY View®** View and pay this bill using internet banking.

BPAY View Registration No: 4000597917



Post Billpay
Billpay code: 3064
Ref no: 5979 17

Pay in person at any post office, by phone ☎ 13 18 16 or go to ☎ postbillpay.com.au



*3064 597917

Property location: 2/15 Lucerne Avenue, MORNINGTON VIC 3931
Name: K J McKay & E M Wright
Property number: 59791

Full payment amount:	\$1,041.25	Instalment amount:	\$260.35
Full payment due:	15/02/2022	Instalment due:	30/09/2021



For emailed notices

☎ mornpen.enotices.com.au

Ref no: 988C70F09U



Council use only



MORNINGTON
PENINSULA
Shire

Objection to valuation Ratepayers have a right under Section 17 of the *Valuation of Land Act 1960* to object to the valuation of their property on a number of specific grounds. Objections must be lodged on the prescribed form within 2 months from date of issue of annual or subsequent supplementary rate notice. Copies of the prescribed forms are available from the Shire's Valuers.

The ratepayer is still required to pay the Rates, Charges and State Fire Services Property Levy as originally levied. State Revenue Office uses the Shire's Site Valuation indicated on this notice for the purpose of assessing land tax.

Definitions

- Site Value (SV) – Is the value of the unimproved land.
- Capital Improved Value (CIV) – Is the total unencumbered value of the property including land.
- Net Annual Value (NAV) – Represents the reasonable annual rental of a property. Legislation requires that the NAV be a minimum 5% of the CIV.

What is an AVPCC? An AVPCC is an Australia Valuation Property Classification Code. An AVPCC is allocated to each property by the council's valuer according to the use of the land – e.g. house, shop, cattle grazing. The AVPCC is used to determine the land use classification.

Payment of Rates and Charges Council rates and charges must be paid either as a lump sum or by instalments as follows:

- In full by 15 February 2022
- By instalments as follows:
 - 30 September 2021
 - 30 November 2021
 - 28 February 2022
 - 31 May 2022

If instalment payment is received on or before 30 September, reminder notices for the second, third and fourth instalment will be sent prior to each instalment falling due.

Payments received after 30 September 2021 will be credited to the account but the balance must be paid in full by 15 February 2022.

Payments of any rates and charges will be allocated as follows:

- Legal Costs owing, if any;
- Interest owing, if any;
- Arrears owing, if any, current rates/FSPL owing.

Penalty for Late or Non-payment of Rates, Charges, Arrears and State Fire Service Property Levy Under Section 172 of the *Local Government Act 1989* any instalment or full payment not paid by the due date may incur interest as set out under Section 2 of the *Penalty Interest Rate Act 1983*.

Interest will continue to accrue until the overdue amount, including state government fire services property levy and accrued interest is paid in full. For full payment not received by the due date, interest will be calculated as if you chose to pay via instalments.

Rate Capping Council has complied with the Victorian Government's rate cap of 1.5%. The cap applies to the entire rate budget, not necessarily individual properties.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- Change to your property valuation relative to other property value movements in the municipality;
- change to the differential rate or levy applied to your property;
- the inclusion of other charges not covered by the Victorian Government's rates cap.

Rate Rebate/Concessions If you are in receipt of a pension, you may be eligible to a rebate on rates and charges on your principal residence. Application forms are available from the Shire. **Please note: Health Care cards do not entitle you to a rate rebate.**

Differential Rating For further information in relation to differential rates, please refer to the adopted budget on Councils website.

Review of Differential Rating

Under Section 183 of the *Local Government Act 1989*, an owner or occupier may apply to VCAT for a review of differential rating decision within 2 months from date of issue of annual notice following the decision.

Objection to Rates and Charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have the right to appeal to the County Court on the above rates and charges on specific grounds.

Disposal of Property for Overdue Rates and Charges

Under Section 181 of the *Local Government Act 1989*, Council has the power to dispose of property where:

- there are rates and charges (including legal costs and interest) which are more than three years overdue; and
- there is no current arrangement for the payment of the overdue rates and charges; and
- there is a court order requiring the payment of the overdue rates and charges.

Changes of Ownership or Address

If any of the details on the front of this notice are incorrect, please visit:

📍 mornpen.vic.gov.au/rates

Or alternatively, email:

📧 customerservice@mornpen.vic.gov.au

It is the responsibility of the property owner to notify Council of any changes of ownership and/or address within one month.

Any payment not received by the relevant due date, whether by mail, BPAY, Post Office or in person will be considered overdue and will attract interest charges.

Don't forget: For Waste Disposal Centres, 1 voucher equals 1 cubic metre of green waste OR 1/2 cubic metre of hard waste
Enquiries: 1300 850 600

Don't forget: For Waste Disposal Centres, 1 voucher equals 1 cubic metre of green waste OR 1/2 cubic metre of hard waste
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Enquiries: 1300 850 600



Telephone/Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your bank account or credit card. You will need to enter the Biller Code and BPAY ref. number on the front of your notice.
📍 bpay.com.au

® Registered to BPAY Pty Ltd. ABN 69 079 137 518



Internet
Go to
📍 mornpen.vic.gov.au/payonline and follow the prompts.



Direct Debit
For applications, go to
📍 mornpen.vic.gov.au/directdebit or contact the Revenue Dept to request a Direct Debit form
📞 5950 1080
To maximise the benefits of Direct Debit, applications must be received prior to 31 August.



Mail to: Mornington Peninsula Shire, Private Bag 1000, Rosebud VIC 3939
Make cheques payable to: 'Mornington Peninsula Shire'. Please note that receipts will not be issued for mailed payments.



In person
Please present notice intact at any Shire office (Mornington, Rosebud, or Hastings). Payments may be made by cash, cheque, EFTPOS, MasterCard or Visa. Make cheques payable to 'Mornington Peninsula Shire'.



Post Billpay
Pay in-store at Australia Post, or by phone (credit card) or internet using the Post Billpay details on the front of this notice:
📞 13 18 16
📧 auspost.com.au/postbillpay

Genuine Conveyancing C/- Triconvey2
(Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 2 LOT 2 15 LUCERNE AVENUE
MORNINGTON 3931
2 RP 12054

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
04D//02874/9	LANDATA CER 64806097-026-2	15 JUNE 2022	41791405

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2021 to 30/06/2022	\$80.20
Melbourne Water Corporation Total Service Charges	01/04/2022 to 30/06/2022	\$26.39

(b) By South East Water

Water Service Charge	01/04/2022 to 30/06/2022	\$23.28
Sewerage Service Charge	01/04/2022 to 30/06/2022	\$91.12
Subtotal Service Charges		\$220.99
Usage Charges*	Billed until 24/5/2022	\$70.26
Payments		\$80.20
TOTAL UNPAID BALANCE		\$211.05

- The meter at the property was last read on 24/05/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$1.08 per day
Sewage Disposal Charge	\$0.30 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water became responsible for waterway management, floodplain management and regional drainage on Friday 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

area which may provide additional information applicable to this property. For further information please contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

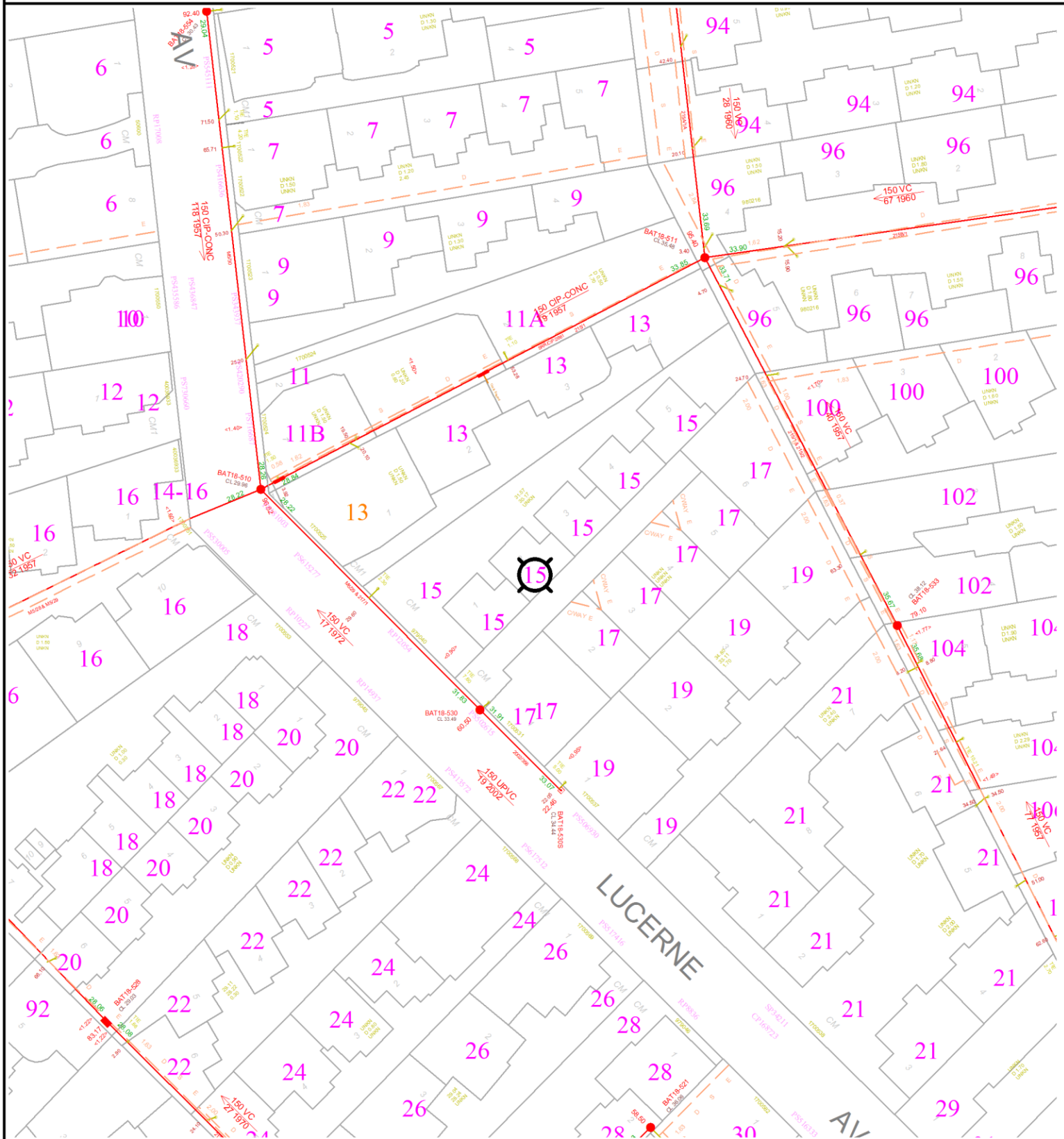
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

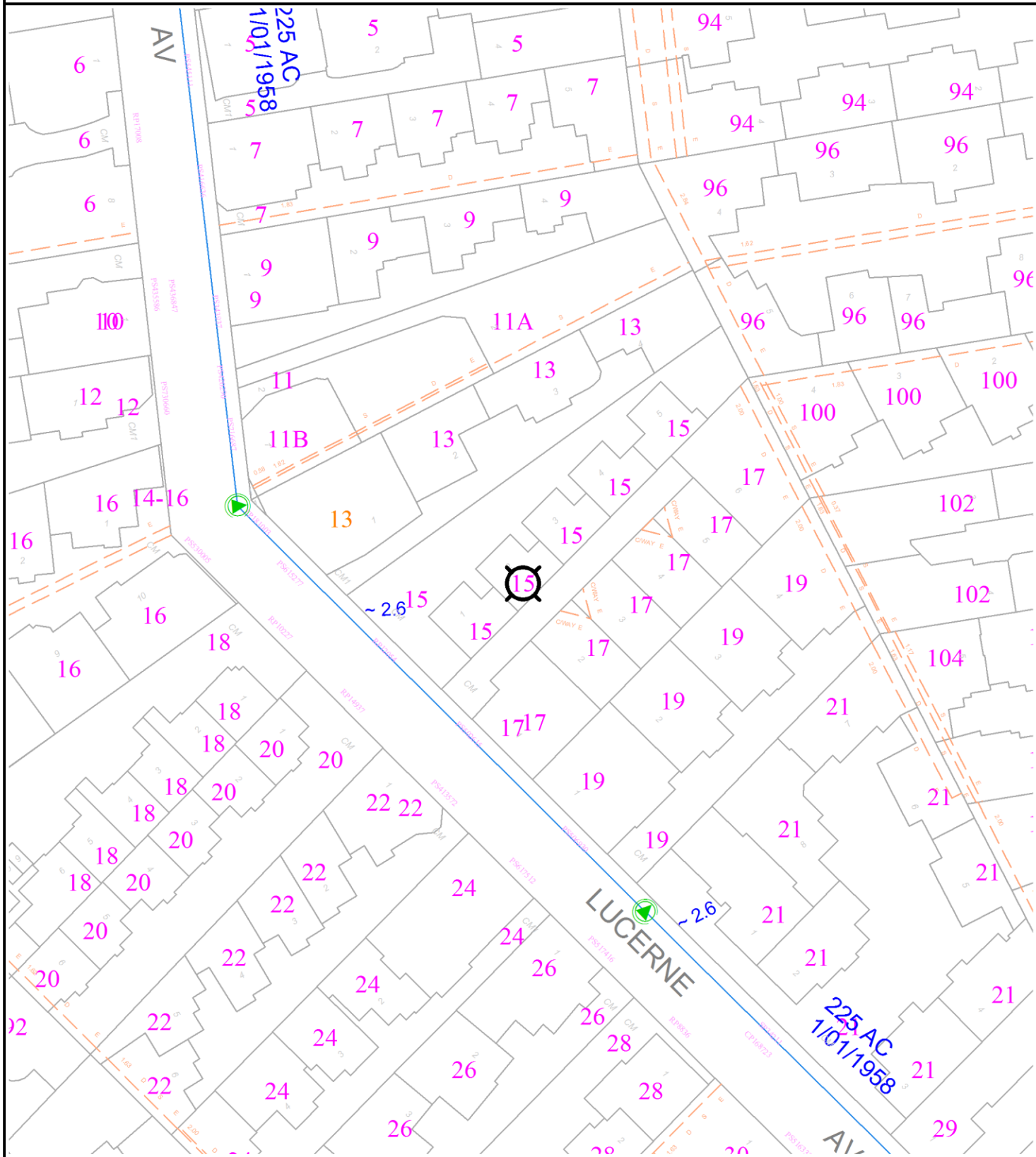
AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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





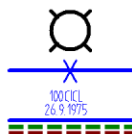
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property

Water Main Valve

Water Main & Services



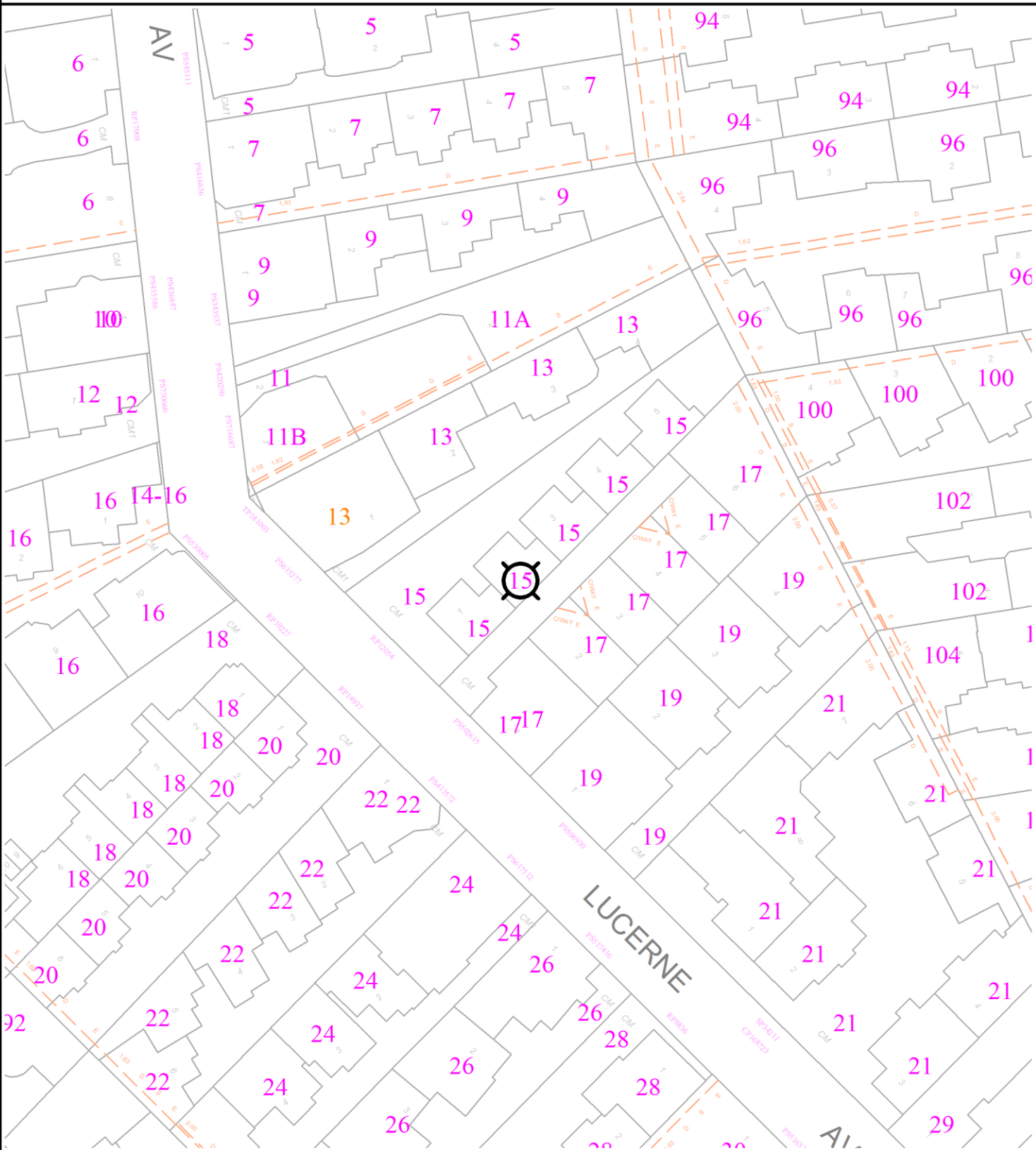
Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

--- Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary



Owners Corporation 12054

Lot 2
15 Lucerne Ave, MORNINGTON

OWNERS CORPORATION CERTIFICATE

Issued on: 16/06/2022



Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2018
Subdivision Act 1988

Owners Corporation Number:	12054
This certificate is issued for Lot:	2/15 Lucerne Ave MORNINGTON
Applicant for the certificate is:	InfoTrack on behalf of Genuine Conveyancing
Applicant Email:	ownerscorp@infotrack.com.au
Reference:	22/0936
This certificate is issued for lot 2 Plan No. 12054	

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 **16/06/2022**. You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement

a) The present fees for the above Lot are:

Owners Corporation Admin Contribution \$1712.60 per annum payable *Quarterly*.

Please note that this Owners Corporation's end of financial year is 17/03/2023.

Due Date	01/05/2022	01/08/2022	01/11/2022	01/02/2023
Amount	\$428.15	\$428.15	\$428.15	\$428.15

- b) The fees are paid up until 31/07/2022. If settlement should occur on or after any due date the next fee instalment as outlined above 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-**

Nil

- e) **The repairs, maintenance or other work 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-**

There are no repairs, maintenance or other works which are not included in the above annual fees maintenance or special levies as at 16/06/2022.

- f) **The Owners Corporation has the following insurance cover-**

Policy No	Insurer	Type	Sum	Premium
HU0006079428 16/03/2022 - 16/03/2023	CHU Underwriting Agencies Pty Ltd	Building/Common Property	\$1,464,286.00	\$3,684.45 Paid: 10/03/2022 Excess: \$1,000.00
		Common Area Contents	\$14,643.00	
		Loss of Rent/Temp Accommodation	\$219,642.00	
		Public Liability	\$20,000,000.00	
		Voluntary Workers	\$200,000.00 (\$2,000.00 per week)	
		Office Bearers	\$500,000.00	
		Fidelity	\$100,000.00	
		Legal Expenses	\$50,000.00	
		Lot Owners Fixtures & Improvements	\$250,000.00	

- g) **Has the owners corporation resolved that the members may arrange their own insurance under section 120 of the Act?**
If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 16/06/2022.

- h) **The total funds held by the owners corporation as at 16/06/2022:**

Financial Position of the Owners Corporation Cash at Bank is \$3,952.03.
 Made up of:

Administrative Fund	Maintenance Fund	Total
\$3,952.03	\$0.00	\$3,952.03

- i) **Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs/maintenance as set above?**
If so, then provide details:

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies as at 16/06/2022.

- j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
If so, then provide details:

The following leases, licences and agreements affect the common property:

Nil

- k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
If so, then provide details:

There are no agreements to provide services to lot owners, occupiers of the public as at 16/06/2022.

- l) **Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?**
If so, then provide details:

There are no notices or orders as at 16/06/2022.

- m) **Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?**
If so, then provide details

The manager is not aware of any legal proceedings as at 16/06/2022.

- n) **Has the owners corporation appointed or resolved to appoint a manager?**
If so, then provide details:
A manager is appointed.

OCV Management
03 9417 9600

Attention: Phill Hickey Email: phill.hickey@ocvmgroup.com.au

- o) **Has an administrator been appointed for the owners corporation or has there been a proposal for the appointment of an administrator?**

No Administrator is appointed as at 16/06/2022.

- p) **Other information:**

Repairs to the front brick fence may be required which will attract a special levy

q) Documents required to be attached to the owners corporation certificate are:

- a) Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners.
- b) Copy of Model Rules for an Owners Corporation
- c) Last AGM Minutes

*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.
- 4.

*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:

16/06/2022

Common Seal of Plan No 12054



Prepared By:

Phill Hickey

Ph: 03 9417 9600 Fax:
phill.hickey@ocvmgroup.com.au

*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.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Model Rules for an Owners Corporation..

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable 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 & 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 & 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 and 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 that 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) Sub rule (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.

Model Rules for an Owners Corporation

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 or enjoyment of the common property by any other person entitled to use the common property

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

(3) An approval under sub-rule (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, entrance or exit to a lot; or

(c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

Model Rules for an Owners Corporation

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 & 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, an occupier or the owner's corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint 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 28 calendar days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Model Rules for an Owners Corporation

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) 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 his or her right to take further action under Part 10 of the Owners Corporations Act 2006

(8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporation Act 2006.

MINUTES OF THE ANNUAL GENERAL MEETING

INTERIM RESOLUTIONS

NOTE: An interim resolution becomes a resolution of the owners corporation on the day that is 29 days after the day the interim resolution was passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the owners corporation petition the secretary against the resolution.

OWNERS CORPORATION PLAN OF SUBDIVISION: 12054 PROPERTY ADDRESS: 15 Lucerne Avenue, MORNINGTON, VIC, 3931

DATE, PLACE AND TIME OF MEETING:	An Annual General Meeting of Owners Corporation Plan of Subdivision: 12054 was held on Thursday 17 th March 2022 via Zoom. The meeting commenced at 4.00 pm.
PRESENT:	Lot 2 Kristoffer McKay
PRESENT BY PROXY:	Lot 5 Loiret P/L represented by Phill Hickey
APOLOGIES:	Lot 5 Mr G Boulter
IN ATTENDANCE:	Phill Hickey representing the OCVM Group, the Manager of the Owners Corporation.
ARREARS	The Manager confirmed that all owners present were currently fully paid with their contributions and were eligible to vote.
1. QUORUM:	The Manager confirmed that as 2 attendees out of a total of 5 owners were represented either in person or by proxy that a quorum was not reached. Accordingly all decisions made at this meeting become interim resolutions of the Owners Corporation which are subject to confirmation within 29 days of the meeting providing members whose lot entitlement totals at least 25% of all lot entitlements do not petition for the convening of a further meeting
2. MEETING CHAIRPERSON:	Phill Hickey was appointed to chair the meeting and to take the minutes.
3. MINUTES:	The members resolved that the minutes of the last Annual General Meeting of the Owners Corporation held on 07/04/2021, as attached to the notice of this meeting, be confirmed as a true record and account of the proceedings at that meeting.

4. REPORTS a) MANAGER'S REPORT:	Pursuant to Part 6, Section 126 of the Owners Corporations Act 2006, the manager tabled a report, which was attached to the notice of meeting, of their activities for the period. The members acknowledged the contents of the manager's report.
b) COMMITTEE REPORT:	There being No committee a report was not presented.
5. FINANCIAL STATEMENTS	The members resolved by Ordinary Resolution that the financial statements for the Building Financial Year ended 31/01/2022 as distributed with the Notice of Meeting be adopted. The members acknowledged that the net assets of the Owners Corporation as at the end of the property's financial year was \$4,818.26. The balance at the bank account as at the date of the meeting was \$2,727.28 in the Administration Fund. This property does not have a Maintenance Fund.
6. INSURANCES:	The Manager informed the meeting that they were authorised under their Insurance Authority to provide factual advice only and that the members were to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters suited their individual needs. The members acknowledged this advice. The members resolved that the current insurance, as noted in the Notice of Meeting is acknowledged and accepted. The last valuation of the property for insurance purposes was conducted on 27/03/2018. It was resolved not to engage a property valuer to provide a valuation for insurance purposes and to adjust the insurance cover in line with the report. The members resolved that once the renewal quotations at the current building value had been obtained for the insurance policy, that the Manager would send these to the all owners for their review and instruction. The owners confirmed that there were no known defects, hazards or matters that may affect the application of the underwriter in assessing the risk associated with this policy. The owners resolved by Ordinary Resolution that any insurance claims excess is to be paid by the lot that is deemed to be the cause of the damage. (For clarity, where an event that causes damage emanates from Common Property, the excess will be paid for by the Owners Corporation. All other excesses to be met by the owner of the lot which is deemed to have caused the resultant damage. The test applied will be:-who benefits more under s49.2 & s49.3 of the Owners Corporations Act 2006. In taking out the insurance referred to above, whilst the definition of "Building" in the Act includes: a) Any improvements and fixtures forming part of the building; and b) Any <i>shared services</i>. IT DOES NOT INCLUDE a. Carpet and temporary floor, wall and ceiling coverings; or

	b. Fixtures removable by a lessee at the end of a lease; or c. Anything prescribed as not forming part of the building. d. Public Liability within your lot. <i>"shared services"</i> includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members. THEREFORE, PLEASE NOTE THAT, IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT, THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM. THIS INSURANCE POLICY <u>DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT.</u> YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR TO TAKE OUT ADDITIONAL INSURANCE COVER <u>IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCE</u> The members noted that the Manager, as disclosed in the management agreement, is paid a commission of 20% of the base premium by the broker/underwriter for placing insurance cover for your Owners Corporation.
7. ANNUAL BUDGET:	The members resolved to amend the projection of estimated receipts and payments (Annual Budget of \$8,778.00 inc GST) as attached to the Notice of Meeting. The members resolved to: ▪ Reduce the budget for R&M General to \$1500 ▪ Reduce the budget for Gardening to \$1,200 The members resolved to accept the Annual Budget of \$8,563 in the Administration Fund. This property does not operate a Maintenance Fund.
CONTRIBUTIONS:	The meeting resolved by ordinary resolution: a. that contributions be set in accordance with Part 3, Section 23 of the Owners Corporations Act 2006 as per the Annual Budget adopted and will continue at the same rate until changed by resolution by the members of the Owners Corporation. b. that the contributions be paid in advance in quarterly instalments; the first such instalment being due on 01/02/2022 and subsequent instalments falling due on 01/05/2022, 01/08/2022 and 01/11/2022. c. that a Budget Contribution adjustment would be raised for one quarter to ensure that the Revenue contemplated in the adopted budget was collected in the financial year.

	[NOTE: This is the difference between the previous year's quarterly contribution & the new quarterly contributions allowing for rounding differences]
8. CONFIRMATION OR APPOINTMENT OF MANAGER:	In accordance with Part 6, Section 119 of the Owners Corporations Act 2006 it was noted to the members that OCVM Group were in year 4 of a 5 year Contract of Appointment. It was resolved that the Owners Corporations delegate to the Manager all of the Powers and functions of the Owners Corporations necessary to enable the manager to perform its duties under the Contract of Appointment.
MANAGEMENT FEE:	The management fee for the building financial year was set at \$1,279.00 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.
9. COMMITTEE	The members resolved not to appoint a Committee. (part 5 Section 100(2) makes it compulsory to elect a committee only if the Owners Corporation consists of 10 or more members.)
CHAIRPERSON	The members resolved to appoint Kristoffer McKay as Chairperson in accordance with s98 (1) of the Owners Corporations Act 2006. All decisions of the Owners Corporation will be by decision of the Chairperson where there is no Committee. DELEGATION OF AUTHORITY TO THE CHAIRPERSON The members Resolved to delegate to the Chairperson of the Owners Corporation all the powers and functions of the Owners Corporation <u>except</u>: a) a power or function requiring a special resolution or a unanimous resolution; or b) giving notice of an annual general meeting or special general meeting; or c) the power to remove a committee or officer of the Owners Corporation; or d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or f) a power delegated by instrument to the manager of the Owners Corporation; or g) a power delegated by instrument to the secretary of the Owners Corporation; or h) a power delegated by instrument to the grievance committee; Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation. This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.
SECRETARY	It was resolved to delegate the functions and duties of Secretary of the Owners Corporation to the Manager and to execute a Delegation of Authority if called upon to do so. This Delegation includes the responsibility to Affix the Common Seal to OC

	Certificates. The OC Certificate is permitted to be affixed in Electronic Format and the document witnessed by the Manager using an electronically generated signature.
PUBLIC OFFICER	The members resolved by Ordinary Resolution to appoint an employee of OCVM Group to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.
10. PENALTY INTEREST:	The meeting Resolve by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of \$50.00 owed by a member to the Owners Corporation and where payment has not been received within twenty eight days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983. The meeting resolved to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.
11. LEGAL ACTION FOR THE RECOVERY OF FEES, LEVIES COSTS & CHARGES:	The members acknowledged that they were unable to resolve by SPECIAL RESOLUTION to authorise the manager, to initiate legal action in the Magistrates Court or any other court of competent jurisdiction, to recover, as a debt due from the person or persons in default or breach, the fees, levies and costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of 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 Corporations Act 2006 and Regulations or the Rules of the Owners Corporation. A unit owner or occupier shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that unit owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporations Act 2006, Regulations or Rules of the Owners Corporation. A Fee Reminder Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 7 days after the due date. A Final Fee Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 28 days after the due date, who have received a Fee Reminder notice from the manager. A Legal/Mercantile Collection Agency referral fee (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners who have received a Final Fee Notice 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 members acknowledged that they were unable to resolve by SPECIAL RESOLUTION to authorise that any further costs associated with Solicitors, Magistrates Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, then recovered from the individual lot owners as a debt due to the Owners Corporation. The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Chairperson of the Owners Corporation for a decision. The Chairperson may share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation. The owners acknowledged that the Fee Reminder Notice charges, the Final Fee Notice charges and the Legal Referral Fees are paid to the manager to cover the costs incurred by the manager in managing arrears. This duty falls outside the Duties of a Manager as defined by the Owners Corporations Act 2006.
12. ESSENTIAL SERVICE (FIRE SAFETY)	All owners 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. (Stored items must be removed.) If Fire Doors are installed they must be kept closed at all times. There are no Essential Services (Fire Safety) measures in place at your property.
13. OCCUPATIONAL HEALTH & SAFETY	The members resolved not to undertake a formal OH&S audit against the recommendation of the Manager. The members acknowledged that they are responsible and liable for reporting any OH&S hazards, breaches or incidents relating to the common property to the Manager immediately who will then consult with the appointed Chairperson/Committee for further action.
14. AFTER HOURS TRADE EMERGENCY SERVICES	The members noted that the After Hours Trade Emergency contact is Tymaline Building Services contactable on 0418 362 023. This service is for Trade Related EMERGENCIES only to be used after standard business hours. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the <u>Lot Owner or Occupant</u> for this service. The minimum charges for triaging calls only are \$40 + GST and a minimum of \$400 + GST in the event of attendance to a trade emergency.

15. GENERAL BUSINESS:	a) Stormwater drain Cleaning – It was resolved that the Manager will obtain a further quote for storm water drain cleaning and clarify what drains are included in the quote and forward it to the chairperson for consideration b) Gardening Attendances – It was resolved that the Manager will advise gardener to attend the property only once per month so 12 times per year from now on. c) Front Fence Repairs – The Manager advised that the contractor that completed the previous front brick repairs has been asked to inspect the cracking / movement / condition of the fence and advise if this is due to poor workmanship or other reasons and advise the Manager who will then advise the owners.
16. CLOSURE	There being no further business to discuss, the meeting closed at 4:50 pm.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 June 2022 02:23 PM

PROPERTY DETAILS

Address: **2/15 LUCERNE AVENUE MORNINGTON 3931**
Lot and Plan Number: **Lot 2 RP12054**
Standard Parcel Identifier (SPI): **2\RP12054**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **59791**
Planning Scheme: **Mornington Peninsula**
Directory Reference: **Melway 104 G11**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MORNINGTON**

OTHER

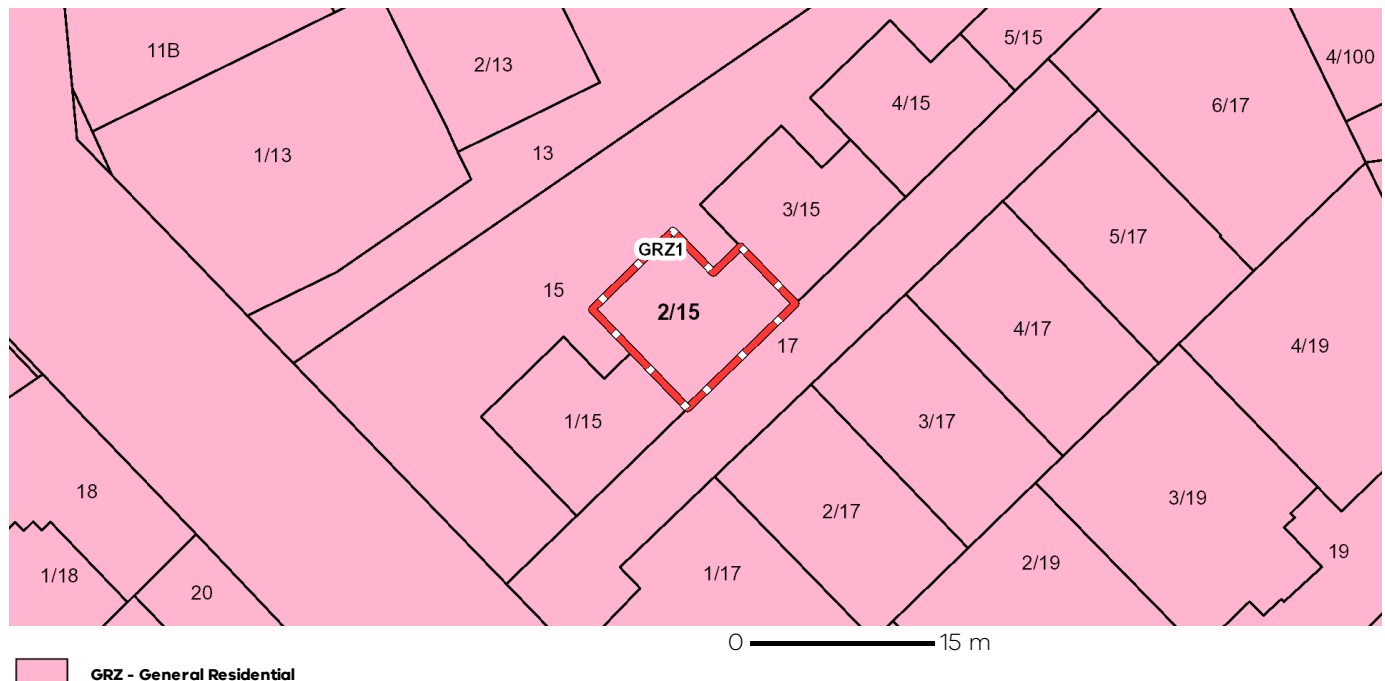
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

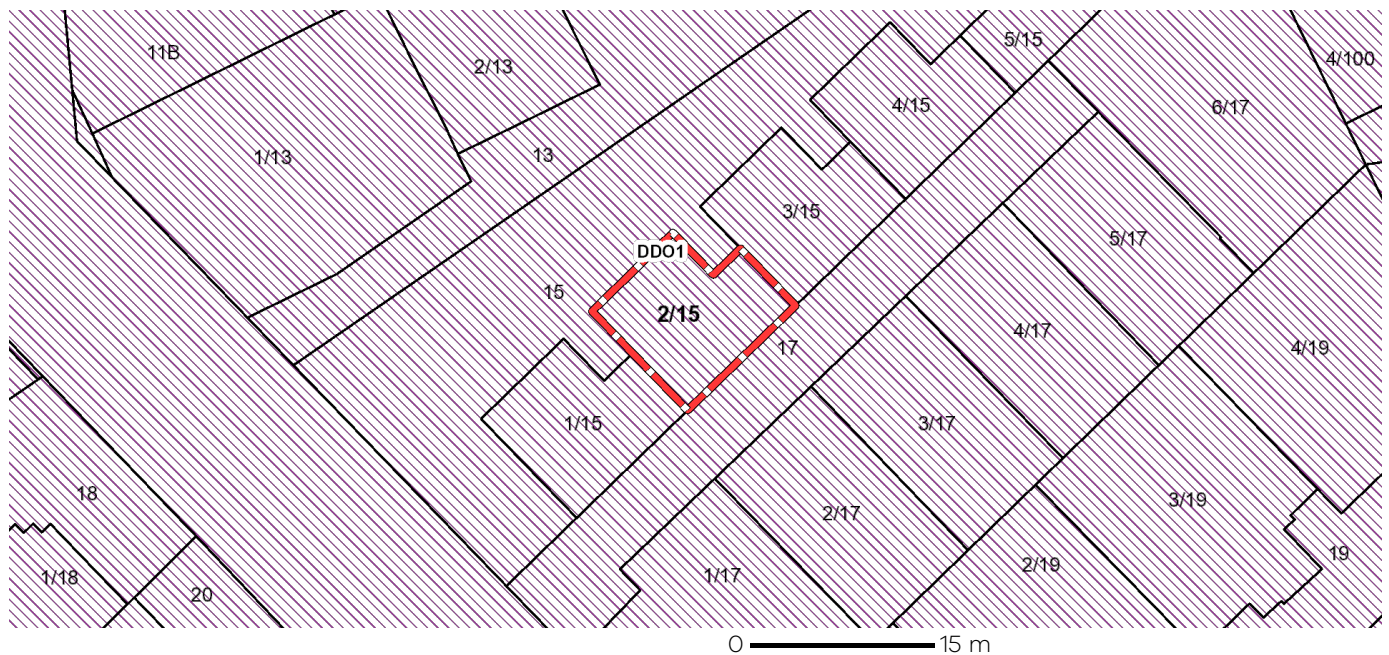


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)

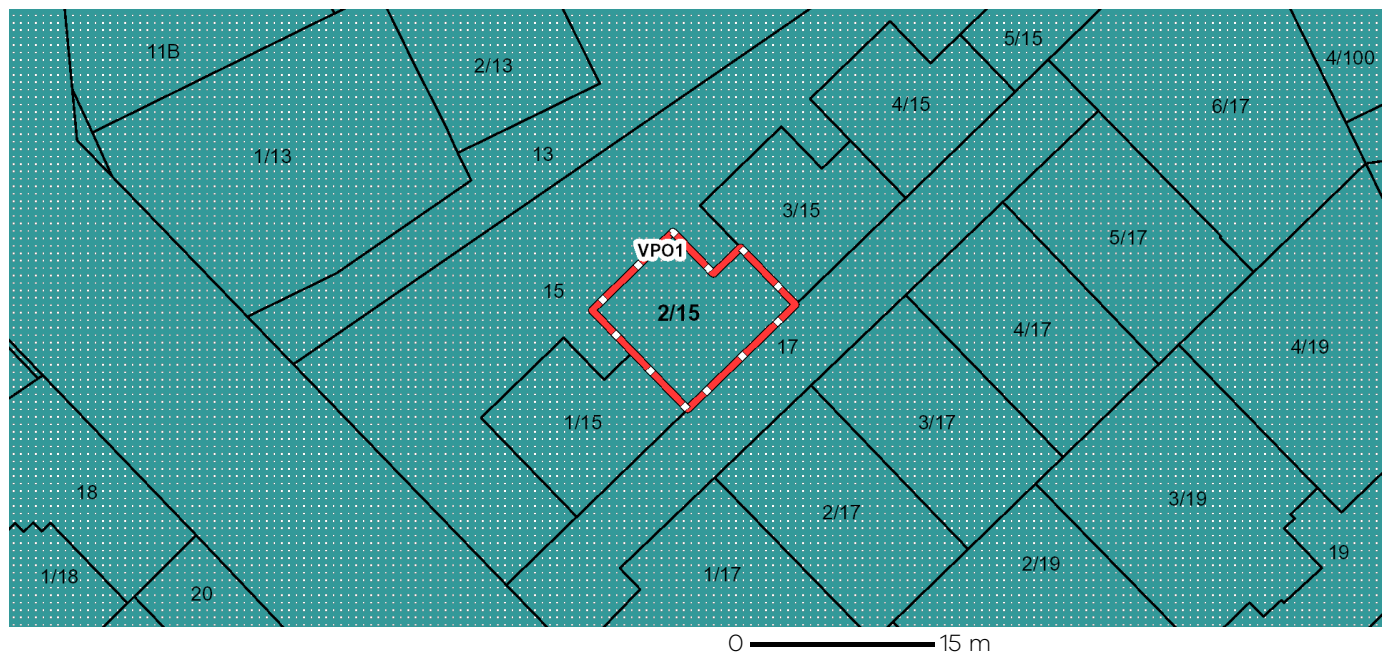


 **DDO - Design and Development Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection 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 8 June 2022.

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

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

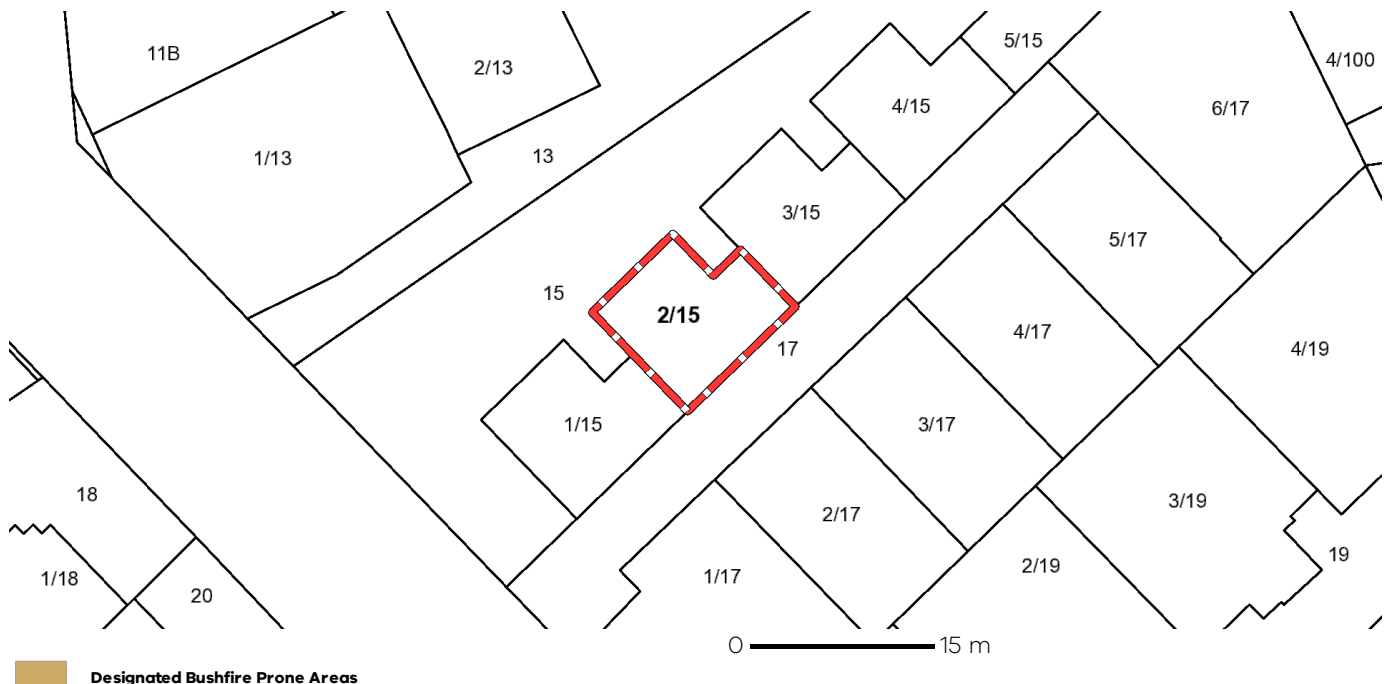
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

Native Vegetation

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

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



RayWhite

Form 1 | Residential Rental Agreement

2/15 Lucerne Ave, Mornington VIC 3931

Ray White Frankston
36 Playne St, Frankston VIC 3199
(03) 9781 2111

Eloise Sweatman
eloise.sweatman@raywhite.com

Chelsea Fellows
Sophie Hunt

This rental agreement is between the Residential Rental Provider (RENTAL PROVIDER) and the Renter (RENTER) listed on this Form 1 Rental Agreement.

Part A - General Terms

1. Date of agreement

Date 11 January 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 2/15 Lucerne Ave, Mornington VIC 3931

Including all chattels, fittings and fixtures of a permanent nature as described in the Condition Report (Form 2) provided at the commencement of the rental agreement.

3. Rental Provider/s

Name Kristoffer McKay
Name Eloise Wright
Rental Provider Details C/O Ray White Frankston
36 Playne Street, Frankston, VIC, 3199
Phone 03 9781 2111

Rental Provider Agent Details

Name Ray White Frankston
ACN 639 013 004
Address 36 Playne Street, Frankston, VIC, 3199
Phone 03 9781 2111
Email rentals.frankston.vic@raywhite.com

Note: The RENTAL PROVIDER must notify the RENTER within seven (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:

Renter 1 Chelsea Fellows
Renter 2 Sophie Hunt

5. Length of the agreement

Fixed term agreement

Term 06 months
Start Date 23 February 2022
End Date 22 August 2022

6. Rent

Amount \$1,564.00
To be paid per monthly
Day rent is to be paid 2022-01-16

Rent Increase

The rent will be increased to \$1651.00 payable in advance
To be paid per calendar month
Commencing from 17 March 2022

7. Bond

The RENTER has been asked to pay the bond specified below.

The maximum bond is one (1) months' rent (unless the rent is more than \$900 per week). In some cases, the RENTAL PROVIDER may ask the Victorian Civil & Administrative Tribunal (VCAT) to increase this limit.

The RENTAL PROVIDER or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within ten (10) business days after receiving the payment. The RTBA will send the RENTER a receipt for the bond.

If the RENTER does not receive a receipt within fifteen(15) business days of paying the bond, they can email the RTBA atrtba@justice.vic.gov.au or call the RTBA at 1300 13 64.

Bond Amount \$1,521.00 | held with the rtba

Bond Payment Due 16 January 2022

Part B - Standard Terms

8. Rental providers' preferred method of payment

The RENTAL PROVIDER must permit a fee-free method (other than the RENTER'S own bank fees) payment and must allow the RENTER to use Centrepay or another form of electronic funds transfer.

The RENTER is entitled to receive a receipt from the RENTAL PROVIDER confirming payment of rent.

Available Payment Methods

☒ BPay

☒ Direct Debit (free option)

☒ Centrepay (\$0.99 per transaction, cost to RENTAL PROVIDER)

Payment details will be provided to the RENTER prior to the commencement of their rental agreement.

9. Service of notices and other documents by electronic means

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.

(1) Does the RENTAL PROVIDER agree to Yes
the service of notices and other
documents by electronic methods such
as email?

(2) Does the RENTER/S agree to the Yes [Chelsea Fellows]
service of notices and other documents
by electronic methods such as email?

(2) Does the RENTER/S agree to the Yes [Sophie Hunt]
service of notices and other documents
by electronic methods such as email?

Renter's Email address Chelsea.fellows3@hotmail.com [Chelsea Fellows]

Renter's Email address sophiehunt@hotmail.com.au [Sophie Hunt]

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.

In the event of an urgent repair during business hours, you should contact your property manager immediately on 03 9781 2111. After standard business hours please email afterhours.frankston@raywhite.com for instructions on how to contact relevant trades to assist you. Should your RENTAL PROVIDER have preferred trades, their details will be listed below in this agreement:

Plumbing Charles, Straight Line Plumbing & Gas - 0430 592 462

Electrician	Tom, S&R Electrical Services - 0423 912 131
Locksmith	Ciro, New Age Locksmith - 0434 411 992
Heating & Cooling	Gavin, Black Ice Heating & Cooling - 0413 712 043
Flood Restoration	Danny, Metro Carpet Cleaning - 0407550 297
Storm Damage	SES - 132 500
Other	

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 professionally 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? Yes

13. Condition Report

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

The condition report will be provided to the RENTER on or before the date the agreement starts.

The RENTER has five (5) business days to review the Condition Report in its entirety and make any applicable amendments. Should the Condition Report not be returned within the required five (5) business days, the report provided at the commencement of the tenancy will be the one used at the Exit Condition Report.

Part C - Safety Related Activities

14. Electrical safety checks

(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 2 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 checks

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 2 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 checks

(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.

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 commencement of the agreement, 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.

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

17. Swimming pool barrier safety checks

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 swimming 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. Authorised by the Chief Parliamentary Counsel Schedule 1-Forms Residential Tenancies Regulations 2021 S.R. No. 3/2021 64 Note: Regulations made under Building Act 1993 apply to any person erecting a relocatable swimming pool.

Clauses 17 and 18 with reference to swimming pool 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 RENTER'S and RENTAL PROVIDER'S 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 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 Authorised by the Chief Parliamentary Counsel Schedule 1-Forms Residential Tenancies Regulations 2021 S.R. No. 3/2021 66
- 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 family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a 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 a 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 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

In the event of the RENTER being approved to sub-let the property by the RENTAL PROVIDER, the head RENTER accepts all legal responsibility for the execution and performance of this rental agreement and indemnifies the RENTAL PROVIDER against any damage, malicious or otherwise at the rented premises for the term of the tenancy.

28. Rent

The RENTAL PROVIDER must give the RENTER at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

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 using the prescribed form. RENTAL PROVIDER'S then have fourteen (14) days to assess the suitability of the pet at the rented premises and does reserve the right to apply to VCAT for a determination if consent is not provided.

The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

Part E - Additional Terms

31. Cleanliness of the premises

(a) The RENTAL PROVIDER shall ensure that the rented premises is in a reasonably clean condition on the day this rental agreement commences. The RENTER agrees they shall keep the rented premises reasonably clean and undamaged during the term of this agreement.

32. Use of the premises

(a) The RENTER shall not allow the rented premises to be used for any illegal purpose.

(b) The RENTER shall not use the rented premises to be used in such a manner as to cause nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring properties.

(c) The RENTAL PROVIDER will take all reasonable steps to ensure the RENTER has quiet enjoyment of the rented premises throughout the duration of the tenancy.

(d) The RENTER will not assign or sublet whole or any part of the rented premises without first obtaining the written consent of the RENTAL PROVIDER. The RENTAL PROVIDER will not unreasonably withhold consent for any requests made by the RENTER in this instance. Without limiting any other provision of this Lease, the RENTER acknowledges and agrees that it is prohibited from leasing, sub-leasing, licensing or otherwise parting with possession of the Property for short-term stays (including, without limitation, via AirBNB, Roomorama, Couchsurfing, Gumtree, Flatmate finder, notice boards, social media, newspapers &/or other similar websites).

(e) The RENTER shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purposes other than for which they are intended.

(f) The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health Department and returned to its allotted place.

(g) The RENTER shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

(h) The RENTER shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

(i) The RENTER shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

(j) The RENTER shall at the RENTER'S expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

(k) The RENTER agrees to fully and regularly maintain the garden area, to water trees and shrubs, to mow the lawn and to remove all garden rubbish from the property in accordance with any relevant water restrictions as set out by the relevant water authority.

(l) The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land on which it is situated to their original condition forthwith.

(m) The RENTER hereby acknowledges and agrees to monitor and clean the filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split system air conditioners, range hood filters. Such items must be cleaned regularly to avoid clogging and building up grime, grease and/or dust. Furthermore, all rooms to be regularly ventilated to avoid the presence and/or buildup of mould. Any mould that does not pertain to the building structure or a building defect should be cleaned and treated with an appropriate cleaning agent as soon as it appears and Ray White Frankston should be notified in writing.

33. Damage or misuse of the premises

(a) The RENTER will take all reasonable steps to ensure the rented premises are not damaged throughout the term of this agreement, caused by the failure to ensure due care is applied. The RENTER and the RENTERS visitors may find themselves liable for damages or repairs to the rented premises or common areas where restoration or repairs are required, as a result of misuse or malicious damage.

(b) The RENTER will notify Ray White Frankston immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Act 1983.

(c) The RENTER agrees to pay for all glass broken or cracked during the tenancy.

(d) The RENTER agreed to clear at their expense, all blockages to drains, sewer fittings and sink disposal units which may occur during the tenancy through other than natural causes or fair wear and tear.

(e) The RENTER agrees to refrain from placing and watering pot plants on the carpets as any subsequent damage must be rectified and can often be costly.

(f) The RENTER agrees to refrain from ironing on the floor as any subsequent burns to floor coverings must be rectified at the RENTER expense.

(g) The RENTER hereby agrees that the interior of the property is strictly non-smoking. Smoking may be permitted outside however the RENTERS must take all precautions to ensure that all doors and windows are closed to prevent smoke entering the premises.

This policy is in effect desire to mitigate:

- The increased maintenance, cleaning, and redecorating costs from smoking; and
- The increased risk of fire from smoking.

Any RENTER found to be smoking inside the premises will be responsible for all costs including but not limited to the deodorising, repainting of any walls and ceilings and cleaning. This may also include the replacement of any carpets or fabric blinds or curtains which are also smoke affected.

(h) The RENTER agrees to protect any polished floors or timber surfaces with protective padding on the bottom of all furniture to prevent damage or scratching to the varnished surfaces and will restore any damage that may be incurred as a result of failing to adequately protect the floors from furniture.

(i) The RENTER agrees that the RENTAL PROVIDER may employ a methamphetamine inspector during the tenancy to conduct a test for methamphetamine being present at the premises during the tenancy. Notice in accordance with the Act is required by the RENTAL PROVIDER to the RENTER of this inspection.

34. Request to make modifications

(a) The RENTER shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the RENTAL PROVIDER where the building material is concrete or of brick construction. A RENTAL PROVIDER cannot unreasonably withhold consent for a request for a RENTER to make minor modifications as described in Part D of this agreement.

A request to make a modification to the rented premises must be submitted in writing to Ray White Frankston.

(b) In relation to Swimming Pools & Spas, the RENTER agrees that they will not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) on the property without the express written consent of the RENTAL PROVIDER. The RENTER also agrees that should this permission be granted, it will be conditional upon the RENTER obtaining and providing evidence to Ray White Frankston of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

35. Keys

(a) The RENTER acknowledges it is the RENTERS responsibility to ensure the return of all sets of keys to Ray White Frankston upon the termination of this rental agreement. The RENTER understands that rent will be due and payable until such time as possession is relinquished to Ray White Frankston.

(b) Ray White Frankston does not guarantee that a spare set of keys will be available to the RENTER at our office, however if a set is held, keys can be collected from our office at 36 Playne Street, Frankston during business hours only. After hours requests for keys cannot be accommodated and the RENTER will need to engage a locksmith to attend at their own cost.

(c) Any costs incurred in the event of RENTER'S losing keys, replacement of lost keys, and additional keys to Ray White Frankston will be the responsibility of the RENTER. The RENTER also agrees they will not alter, damage or fit new or additional door locks without express written consent from the RENTAL PROVIDER or Ray White Frankston.

36. Business from rented premises

(a) The RENTER shall not use the premises for any purpose other than for residential purposes without the written consent of the RENTAL PROVIDER. The RENTER will not run any business from the property and may face fines for this conduct from the relevant council for any relevant breaches to their bylaws.

37. Payment of rent

(a) The RENTER acknowledges that pursuant to section 428 of the Residential Tenancies Act, the RENTER shall not refuse to pay rent on the ground that the RENTER intends to regard as rent paid by the RENTER, the Security Deposit, or any part of the Security Deposit paid in respect of the premises. The RENTER acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty of \$1,000.

38. Zero tolerance for late payment of rent

The RENTER understands that over the course of the ongoing tenancy, it is expected that all rent payments are received by Ray White Frankston, in full and on time every month. Ray White Frankston has a zero tolerance policy around tardy rental payments and failure to abide by this clause could jeopardise your ongoing tenancy. Continued late or partial payments will not be tolerated and it is expected that rent is made a priority without exception throughout your tenancy.

(a) Your RENTAL PROVIDER has a mortgage on the property that is due and payable every month. When you don't pay your rent in accordance with your tenancy agreement, your RENTAL PROVIDER is still liable to pay their mortgage. The banks are not lenient with late rent payments and neither are we.

(b) It is expected that your rent is always one full calendar month's rent in advance at all times. Rental payment will be debited a minimum three (3) business days prior to your due date to account for weekend or public holiday clearance times. This is to ensure that your rent is receipted on or before your due date to comply with your obligations under the Residential Tenancy Agreement.

(c) If you believe you are going to be late or unable to pay the full calendar month's rent by your due date, you must notify Ray White Frankston in writing a minimum of 48 hours prior to your rent falling due. This will allow us to notify your RENTAL PROVIDER so they can make allowances to ensure that the mortgage can be covered. If you cannot make the full payment then we would expect that some money is paid towards the rent. You may be able to seek assistance from friends, family members, employer or your bank.

(d) If you are suffering financial hardship throughout your tenancy, you are encouraged to contact the following organisations who may be able to assist you with a loan, one off hardship payment or assistance to find alternate accommodation:

- WAYYS Frankston, 24 Fairway Street, Frankston - 03 9770 2867

- Salvation Army, 17 Thompson Street, Frankston - 03 9770 2549

- Centrelink, 20 Davey Street, Frankston - 13 62 40

(e) If we are not notified, our policy is to follow up late payments daily until payment is received in full.

(f) All outstanding debts will be pursued by the RENTAL PROVIDER and this may result in a formal debt being lodged with the Magistrates Court and a lodgement on the National Tenancy Database.

39. Repairs and maintenance

(a) If a tradesperson is required to attend the property to attend to maintenance the RENTER agrees to provide access either personally or through arrangements with our office, (this appointment will be scheduled between 8am and 5pm Monday to Friday) if the RENTER fails to keep the appointment time, or cancels the appointment within 24 hours' notice, the RENTER will pay the service call to tradesperson.

(b) If an appointment has been made and the tradesperson does not arrive at the agreed time, the RENTER will make every effort to contact the tradesperson. If the tradesperson is not contactable, please contact the office on 03 9781 2111.

(c) The RENTER acknowledges that if an urgent repair is reported, access to the property will be required on the day the report has been made. If failure to report urgent maintenance or allow access results in further damage to the property, the RENTER may be liable for cost of repairs.

(d) Should the RENTER authorise maintenance or repairs, which are not considered an emergency (As defined in your Rights and Duties Booklet) or follow Ray White Frankston's due process for reporting of maintenance, the RENTERS will be fully responsible for the cost of the repair.

(e) If a tradesperson carries out any repair work that has been caused by the RENTER negligence then the cost of such repair will be paid by the RENTER.

40. Breaking the rental agreement

(a) The RENTER understands and agrees that if the RENTER vacates the premises prior to the expiration of this Lease Agreement that the RENTER is responsible for the following:

(i) Immediately inform their property manager of their desire to do so and ask them to find an acceptable person/persons willing to lease the property.

(ii) Reimburse the RENTAL PROVIDER the pro-rata letting fee and NTD checks on any new RENTER/S as approved by the RENTAL PROVIDER and pay pro-rata advertising costs incurred in obtaining a new RENTER.

(iii) Continue maintaining the said premises and pay rental in accordance with the lease until the commencement of the following tenancy.

(iv) Leave the premises in a clean and undamaged state.

(v) The property is leased subject to the RENTAL PROVIDER'S approval and to the present occupant giving up possession.

41. Vacating and reletting the rented premises

(a) If the RENTER wishes to vacate the premises at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or Ray White Real Estate written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement. 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 RENTER must give written notice of the RENTER's intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.

(b) The RENTER shall allow the RENTAL PROVIDER or Ray White Frankston to put on the premises a notice or notices "to let" during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or Ray White Frankston to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this Agreement and permit access to the premises by the RENTAL PROVIDER or Ray White Frankston to present the property to prospective purchasers or RENTER'S upon 24 hours' written notice or by agreement with the RENTER and the RENTAL PROVIDER or Ray White Frankston.

42. Warranty and Obligations

(a) The RENTER acknowledges that no promises, representations, warranties or undertakings have been given by the RENTAL PROVIDER or Ray White Frankston in relation to the suitability of the premises for the RENTER'S purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

43. Changes to the standard rental agreement

(a) In accordance with the provisions of Section 44 of the Residential Tenancies Act the RENTAL PROVIDER may from time to time and at any time, other than within the terms set out in the schedule as the fixed term, increase the rent by giving the RENTER at least 60 days notice of the increase.

(b) This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Additional terms

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.

Safe Operation of Smoke Alarms

Renter Conditions to ensure safe operation of Smoke Alarms

The RENTER/S understand the following conditions form a part of their tenancy:

1. Smoke alarms are not to be covered, painted, relocated or removed throughout the tenancy
2. Smoke alarms are to be tested once a month by depressing the test button until an audible alarm will confirm the unit is in operational order
3. Smoke alarms will be kept clean and free of any obstructions at all times
4. If any smoke alarm starts to beep throughout the tenancy, the RENTER/S agree to change the batteries first and if there are any further concerns or the alarm keeps beeping to report this through to their property manager as soon as possible
5. The RENTER/S are aware that tampering with the smoke alarm may make the RENTER/S liable for any repair or replacement costs
6. If there are any concerns about the age, functionality or safe operation of any smoke alarms, the RENTER/S agree to contact Ray White Frankston immediately on 03 9781 2111.

Rental minimum standards apply to this tenancy

The RENTAL PROVIDER understands that the rental minimum standards apply in this tenancy. If at any time throughout the tenancy, any repairs required to the following minimum standards are treated as urgent repairs as defined by the Residential Tenancies Act.

The RENTER agrees to report in writing to the AGENT any concerns or repairs required to any of the following minimum standards as soon as they become aware the property does not meet the following requirements:

(a) Locks

The property's external entry doors must have functioning deadlocks or be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside.

The only cases where a deadlock doesn't have to be fitted to a door are when:

- a door cannot be secured with a deadlock - for example, because of its position
- it is a screen door in the same door frame as an external door
- a different type of lock or device is required under another Act or law
- the door is not directly accessible because there is another type of security barrier, such as a locked door to an apartment building, or a locked gate
- the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

(b) Vermin proof bins

RENTAL PROVIDERS must supply a rubbish bin and a recycling bin for the renter to use. The bins can be provided by the local council or purchased elsewhere, as long as they are vermin proof and meet council collection standards.

(c) Toilets

The property's toilet must be in good working order and connected to either:

- pipes that carry the sewage to a treatment plant (a reticulated sewerage system)
- a wastewater treatment system permitted under the Code of practice - Onsite wastewater management at EPA Victoria
- any other system approved by the local council.

The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.

(d) Bathroom

A rental property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water.

Showers must have a shower head with a 3-star water efficiency rating. If one cannot be installed, for example because of the property's age, then a shower head with a 1- or 2-star rating is acceptable.

(e) Kitchen

The property must have a kitchen with:

- a dedicated cooking and food preparation area
- a sink in good working order connected to a reasonable supply of hot and cold water
- a stove top in good working order that has two or more burners.

If there is an oven, it needs to be in good working order.

These requirements do not apply if the property is listed in the heritage register at Heritage Council Victoria and has an approved exemption from the standard.

(f) Laundry

If there is a laundry on the property, it must be connected to a reasonable supply of hot and cold water.

(g) Structural soundness

The property must be structurally sound and weatherproof.

(h) Mould and damp

All rooms must be free from mould and damp caused by or related to the building structure.

(i) Electrical safety

From 29 March 2023, all power outlets and lighting circuits in a rental property must be connected to:

- a switchboard type circuit breaker that complies with AS/NZS 3000 for wiring, and
- a switchboard type residual current device that complies with AS/NZS 3190 or AS/NZS 61008.1 or AS/NZS 61009.1.

(j) Window coverings

From 29 March 2022, windows in rooms likely to be used as bedrooms or living areas must be fitted with curtains or blinds that can be closed, block light and provide privacy.

(k) Windows

All external windows in a rental property that can be opened must be lockable. They must also be able to be left open or closed. If the window can't have a lock fitted, it must have a functioning latch to keep it closed.

(l) Lighting

Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room and at night, renters should have access to artificial light.

These requirements do not apply if the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

(m) Ventilation

Rental properties must have adequate ventilation in all rooms including the bathroom, shower, toilet and laundry.

The property must meet the appropriate ventilation requirements of the Building Code of Australia, which are different for different kinds of properties.

(n) Heating

Rental properties must have a fixed heater (not portable) in good working order in the main living area. If a fixed heater has not been installed in the main living area by 29 March 2021, the rental provider must install an energy efficient heater.

From 29 March 2023, the heater must also meet energy efficiency standards. This means that if a renter enters into a rental agreement from 29 March 2023, there must be a fixed energy efficient heater in the main living area. If there is an existing fixed heater that is not energy efficient, the rental provider must upgrade it.

An energy efficient fixed heater must be one of the following:

- a non-ducted air conditioner or heat pump with a 2 star or above energy rating
- a gas space heater with a 2 star or above energy rating
- a ducted heating or hydronic heating system with an outlet in the main living area

- a domestic solid fuel burning appliance, such as a fireplace or wood burning stove.

In some apartment blocks it may not be practical to install an energy efficient heater - because of owner's corporation rules, or costs, for example.

It may be unreasonable to install an energy efficient heater because:

- it would cost more:

(a) than the average cost of installation

(b) to meet other Acts or local laws

- owners corporation rules prohibit it.

If this is the case, the rental provider must still install a fixed heater in the main living area.

If a RENTAL PROVIDER considers that it would be unreasonable to install an energy efficient fixed heater, they should:

- have evidence to show that it is unreasonable, and

- let the renter know before they enter into a rental agreement.

☒ [X] I hereby acknowledge that I have read and understood the above conditions. (Chelsea Fellows, Sophie Hunt)

Electronic Signatures

Sophie Hunt

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

Sophie Hunt

Via mobile 043*****409 - 11 January 2022, 5:00 pm

Email: so*****.au

Chelsea Fellows

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

Chelsea Fellows

Via mobile 044*****311 - 21 January 2022, 4:20 pm

Email: ch*****.com

Eloise Sweatman

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

Eloise Sweatman

For and on behalf of Ray White Frankston

21 January 2022, 4:52 pm

Email: el*****.com

Audit trail

11 January 2022, 12:16 pm - Contract is emailed to Sophie Hunt
11 January 2022, 12:16 pm - Contract is emailed to Chelsea Fellows
11 January 2022, 4:41 pm - Viewed by Chelsea Fellows, IP: 104.47.126.254
11 January 2022, 4:56 pm - Viewed by Sophie Hunt, IP: 104.47.124.254
11 January 2022, 5:00 pm - Valid SMS verification code is entered by Sophie Hunt
11 January 2022, 5:00 pm - Signed by Sophie Hunt, IP: 180.150.39.123
13 January 2022, 1:02 pm - Reminder emailed to Chelsea Fellows
15 January 2022, 1:02 pm - Reminder emailed to Chelsea Fellows
19 January 2022, 1:00 pm - Reminder emailed to Chelsea Fellows
21 January 2022, 4:20 pm - Valid SMS verification code is entered by Chelsea Fellows
21 January 2022, 4:20 pm - Signed by Chelsea Fellows, IP: 180.150.39.123
21 January 2022, 4:21 pm - Contract is emailed to Eloise Sweatman
21 January 2022, 4:52 pm - Signed by Eloise Sweatman
21 January 2022, 4:52 pm - The document has been completed.

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.