

STEVEN JOSEPH CUCE

to

CONTRACT OF SALE OF REAL ESTATE

Property: 14/27 Cavalier Street, Doncaster East



**FIRST LEGAL &
MIGRATION SERVICES**
CONVEYANCERS AND IMMIGRATION LAWYERS

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Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **14/27 Cavalier Street, Doncaster East**

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 that 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...../...../2020

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on...../...../2020

Print name(s) of person(s) signing: **STEVEN JOSEPH CUCE**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

First National Zenith

144 Maroondah Highway, Ringwood, VIC 3134

Email: stevel@zenithfn.com

Tel: 03 98701000

Mob: 0422384618

Fax:

Ref:

Vendor

STEVEN JOSEPH CUCE

3/152 Eglinton Street, Kew, VIC 3101

Email:

Vendor's legal practitioner or conveyancer

First Legal & Migration Services Pty Ltd

13, 200 Queen Street, Melbourne VIC 3000

Email: info@firstlegalmigration.com.au

Tel: +61 3 8648 6490

Mob: 0409 977 376

Fax: +61 3 8648 86480

Ref: CK:120374

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10350	Folio	526	14	408300Q
Volume		Folio			

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **14/27 Cavalier Street, Doncaster East**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment (general condition 11)

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 sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a '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**

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

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

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.

Subject to Lease

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

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.

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

☒ Special condition 1 – Payment

General condition 11 is replaced with the following:

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 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 electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ Special condition 2 - Acceptance of title

General condition 12.4 is added:

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

☒ Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 – Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general 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 not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.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.
- 15A.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.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☒ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B 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 general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.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.
- 15B.4 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 15B.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:
- ensure payment of, the amount to the Commissioner in the manner required by the pay, or Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - 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
 - otherwise comply, or ensure compliance, with this general condition; despite:
 - any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- 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
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.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:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - 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.
- 15B.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.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of 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.
- 15B.10 The vendor warrants that:
- 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
 - 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.
- 15B.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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - 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.
- 15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

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

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 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.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions 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 lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☒ Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

☒ Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Auction clause**

The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

☒ **Present Condition of the Property**

The Purchaser hereby acknowledges and covenants that the Purchaser has purchased the property as a result of the Purchaser's Inspection or enquiries and inquiries. The Purchaser accepts the state of repair of the property hereby sold in its present existing condition and subject to any defects (if any) whether latent or patent. The Purchaser hereby acknowledges that the Vendors (and including any person acting on behalf of the Vendors) have not made any warranty or representation to the Purchaser as to the condition or the state of repair of the property. Any improvement or improvements on the property hereby sold (which includes any improvement or improvements on the land contained within or relating to the certificate of title) which is considered by the Purchaser or any other person in any manner or for any reason not to be in compliance with any by-law of any authority or not in compliance with any building regulation or code or other law including any statute or code or regulation made pursuant to any Act of the Parliament relating to the use of or the construction of improvements on land including the property hereby sold shall not be the subject of any requisition on the Vendors' title by the Purchaser. The Purchaser must not at any time make any requisition or enquiry or inquiry or the Vendors nor claim any compensation from the Vendors or call upon the Vendors to comply with any building law code regulation or by-law in relation to any improvement on the property hereby sold.

☒ **Special Condition - Loss or Damage Before Settlement**

General Conditions 24.4, 24.5 and 24.6 are hereby deleted.

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

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 vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order 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.
- 2.5 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 the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

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

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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if –
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

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 is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
 - 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) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
 - 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 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised 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 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 section 27 of the *Sale of Land Act 1962* 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.

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 (or a part of it) 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 adjustment 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) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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 authorised for service on or by a legal practitioner; or

(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.

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.

NOTICE TO PURCHASER

Pursuant to Section 14-255 Schedule 1 of the Taxation Administration

Act 1953 (Cth) (ACT)

And

Special Condition 15B

Purchaser GST Withholding Obligations

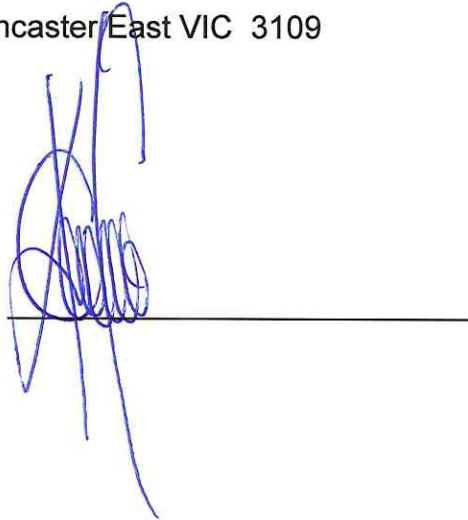
The Vendor hereby gives notice that the Vendor warrants and confirms that the Property the subject of this Contract of Sale is NOT new residential premises or potential residential land as defined in Section 14-250 of the Act and the Purchaser has no GST withholding obligations.

Vendor: Steven Joseph Cuce

Property: 14/27 Cavalier Street Doncaster East VIC 3109

Dated: 10 November 2020

Signed by or on behalf of the vendor/supplier:

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'Steven Joseph Cuce'.

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted 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.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor:

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property:

Certificate of Title: Volume Folio

Guarantor: Name:

Address:

Name:

Address:

DATED: this day of 2020

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

Signature of Guarantor

Signature of Guarantor

SECTION 27 OF THE SALE OF LAND ACT 1962

DEPOSIT RELEASE STATEMENT

**VENDORS
PROPERTY:**

**Steven Joseph Cuce Discharge
14/27 Cavalier Street, Doncaster East Vic 3109**

A The particulars of the Mortgage to which the property is now subject are as follows:-

- The amount secured by the mortgage is \$560,000.00
- The current outstanding loan amount is \$373,270.44
- The payout figure as of 13 November 2020 is \$374,387.07
- Repayments are \$162.80 Monthly for Loan acct# 400042042 and \$1,315.74 for Loan Account# 400042044.
- The facility does not permit for further advances
- The current interest rate is 0.95% p.a for acct#400042042; and 5.07% pa for account number 400042044 higher rate is 2% above current rate
- The mortgage is to be repaid on 02/11/2048
- The Vendor is NOT in default under the mortgage
- The lender on title is Perpetual Corporate Trust Ltd

B ☒ There is NO Caveat lodged against the Title to the property under the Transfer of Land Act 1958.

☐ Yes the property is now affected by the following caveat/s –

Caveat No:

Caveator:

Security claimed by Caveator:

DATE OF THIS STATEMENT

_____/_____/20____

Vendor

ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION

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

DATE OF RECEIPT:

____/____/20____

Purchaser(s)

RELEASE OF THE DEPOSIT BY THE PURCHASER

- 1 The Purchaser is satisfied that:
 - (a) the above particulars provided by the Vendor is accurate;
 - (b) the particular indicate that the purchase price is sufficient to discharge all mortgages over the property;
 - (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.
- 2 The Purchaser is deemed to have accepted Title.

DATE OF RELEASE:

____/____/20____

Purchaser(s)



Mortgage Management Services

13 November 2020

First Legal and Migration Services

chris@firstlegalmigration.com.au

RE: Steven Joseph Cuce Discharge of Mortgage from Origin Mortgage Management Services

Loan No. 400042042

Security Property: 14/27 Cavalier Street, Doncaster East Vic 3109

Section 27 Statement

We advise as follows:

- The amount secured by the mortgage is \$560,000.00
- The current outstanding loan amount is \$373,270.44
- The payout figure as of 13 November 2020 is \$374,387.07
- Repayments are \$162.80 Monthly for Loan acct# 400042042 and \$1,315.74 for Loan Account# 400042044.
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- The mortgage is to be repaid on 02/11/2048
- The Vendor is NOT in default under the mortgage
- The lender on title is Perpetual Corporate Trust Ltd

Should you have any questions please do not hesitate to contact us at 02 9273 8100.

Sincerely,

Maria Lyn A. Quimzon | Discharge Loan Officer

Email: discharges@originmms.com.au

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](http://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.

(04/10/2016)

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.

Vendor Statement

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

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

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

Land

14/27 Cavalier Street, Doncaster East

Vendor's name

Steven Joseph Cuce

Date

18/11/2020

**Vendor's
signature**



**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

3.4 Planning Scheme

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Subdivision Act 1988.

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Not Applicable.

13. ATTACHMENTS

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

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

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

--

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

Page 1 of 1

VOLUME 10350 FOLIO 526

Security no : 124086495569F
Produced 10/11/2020 02:36 PM

LAND DESCRIPTION

Lot 14 on Plan of Subdivision 408300Q.
PARENT TITLE Volume 08239 Folio 677
Created by instrument PS408300Q 15/10/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
STEVEN JOSEPH CUCE of 14/27 CAVALIER STREET DONCASTER EAST VIC 3109
AE263320F 28/03/2006

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR620690T 02/11/2018
PERPETUAL CORPORATE TRUST LTD

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

DIAGRAM LOCATION

SEE PS408300Q 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 14 27 CAVALIER STREET DONCASTER EAST VIC 3109

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS408300Q

DOCUMENT END

Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS408300Q
Number of Pages (excluding this cover sheet)	3
Document Assembled	10/11/2020 15:01

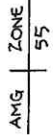
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PLAN OF SUBDIVISION				STAGE NO. <hr/>	LTO use only EDITION 1	Plan Number PS 408 300 Q
Location of Land Parish: BULLEEN Township: _____ Section: 6 Crown Allotment: C (PART) Crown Portion: _____ LTO Base Record: CHART 29 BULLEEN (2264) Title Reference: VOL 8239 FOL 677 Last Plan Reference: LP 50361 (LOT 19) Postal Address: 27 CAVALIER STREET (at time of subdivision) DONCASTER EAST 3109 AMG Co-ordinates E 337 460 Zone: 55 (of approx. centre of land in plan) N 5816 250				Council Certification and Endorsement Council Name: MANNINGHAM CITY COUNCIL Ref: 247-3583 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 21 / 11 / 97 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <u>OPEN SPACE</u> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ prior to the issue of the soc Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date 13 / 8 / 97		
Vesting of Roads or Reserves				Notations		
Identifier		Council/Body/Person		Staging This is/is not a staged subdivision Planning Permit No. 8715 Depth Limitation DOES NOT APPLY LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES. Survey This plan is/is not based on survey This survey has been connected to permanent marks no(s) 103, MMB 3084 In Proclaimed Survey Area No. _____		
NIL		NIL				
Easement Information				LTO use only		
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 14 / 10 / 97		
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LTO use only PLAN REGISTERED TIME 10:40 AM DATE 15 / 10 / 97  Assistant Registrar of Titles Sheet 1 of 3 Sheets	
E-1	DRAINAGE & SEWERAGE	2.44	LP 50361	LOTS ON LP 50361		
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER LTD		
CARSON SIMPSON PTY LTD land & engineering surveyors planning & development consultants P.O.BOX 219, BOX HILL, VIC. 3128 PH (03) 9898.0761 FAX (03) 9890.4173				LICENSED SURVEYOR (PRINT) <u>CLIFF C CARSON</u> SIGNATURE..... DATE 8 / 8 / 97 REF B 2743 VERSION 02		DATE 13 / 8 / 97 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS 408 300 Q



DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. PS408300Q

The land in PS408300Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 16.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

27 CAVALIER STREET DONCASTER EAST VIC 3109

PS408300Q 15/10/1997

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/11/2020 03:01:30 PM

OWNERS CORPORATION
PLAN NO. PS408300Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Total	160.00	160.00

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

Statement End.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AL313998D
Number of Pages (excluding this cover sheet)	1
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AL313998D

Mortgage

Section 74 Transfer of Land Act 1958

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1. Land/s

Land Title

Volume 10350 Folio 526

2. Estate and Interest

FEE SIMPLE

3. Memorandum of common provisions

MCP Number AA1791

4. Mortgagor/s

Mortgagor

Given Name/s STEVEN JOSEPH

Family Name CUCE

Name on Title STEVEN JOSEPH CUCU

Reason for Difference SURNAME CHANGE

5. Mortgagee/s

Mortgagee

Name NATIONAL AUSTRALIA BANK LIMITED

ABN 12004044937

Australian Credit Licence 230686

6. Signing

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealing lodged for registration before the lodging of this mortgage. The mortgagor covenants with the mortgagee that the provisions of the Memorandum of Common Provisions (MCP) referred to in this mortgage and retained by the Registrar of Titles form part of this mortgage.

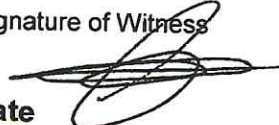
Mortgagor

STEVEN JOSEPH CUCE

Signature of Mortgagor



Signature of Witness



7. Date

Date: (DD/MM/YYYY) 30/08/2014

8. Lodging Party

Customer Code: 200Q

Reference:

National Australia Bank Limited 200Q

412615519

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Document Type	Instrument
Document Identification	AE263320F
Number of Pages (excluding this cover sheet)	2
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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: CBA

Phone: _____

Address: _____

Ref: 605874309

Customer Code: 201



Privacy Collection

The information from t
statutory authority and
maintaining publicly se
in the Victorian Land I

AE263320F

28/03/2006 \$784 45



MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10350 Folio 526

Estate and Interest: (e.g. "all my estate in fee simple")

All Its Estate In Fee Simple

Consideration:

\$281,000.00

Transferor: (full name)

ADAM RYAN NOMINEES PTY LTD ACN 004 970 227

Transferee: (full name and address including postcode)

STEVEN JOSEPH CUCE

of 14/27 Cavalier Street, Doncaster East, 3109

Directing Party: (full name)

NIL

Dated: 17.3.06

Execution and Attestation

Executed by ADAM RYAN NOMINEES PTY LTD ACN 004 970 227

by being signed by those persons who are authorised to sign for the company

in accordance with Section 127 of the Corporations Act:

Director: [Signature] Director: [Signature]

Full Name ADAM RYAN Full Name YOKO RYAN

Usual address 28 HAVERRACK AVE Usual address 28 HAVERRACK AVE
MALVERN 3444 MALVERN 3444

Approval No. 2432052A

ORDER TO REGISTER

Please register and issue title to

T1

Page 1 of 2

Signed

Cust. Code:



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03-8636 2010

STAMP DUTY USE ONLY

Commonwealth Bank Australia	
This stamp is	ABN 43 123 123 124 AP 134
SRO	Victorian Duty \$..... 12,520
Property	Consideration / Advance \$..... 281,000
	Victorian Assets %..... Section.....
	Original / Counterpart / Collateral / Upstamp
	Transaction No: 5274-2006
	Endorsing Date: 27/3/06
	Signature: <u>[Signature]</u>

605874309

Signed by the Transferee in
the presence of:



.....witness

Approval No. 2432052A

T1

Page 2 of 2



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2011

AE263320F

28/03/2006 \$784

45



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

695565

APPLICANT'S NAME & ADDRESS

CHRIS KARAMANOLIS C/- GXS
MELBOURNE

VENDOR

CUCE, STEVEN JOSEPH

PURCHASER

TBA, TBA TBA

REFERENCE

120374

This certificate is issued for:

LOT 14 PLAN PS408300 ALSO KNOWN AS 14/27 CAVALIER STREET DONCASTER EAST
MANNINGHAM CITY

The land is covered by the:

MANNINGHAM PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

10 November 2020

Hon. Richard Wynne MP
Minister for Planning

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

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

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

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

10th November 2020

Chris Karamanolis C/- GXS
LANDATA

Dear Chris Karamanolis C/- GXS,

RE: Application for Water Information Statement

Property Address:	14/27 CAVALIER STREET DONCASTER EAST 3109
Applicant	Chris Karamanolis C/- GXS LANDATA
Information Statement	30561960
Conveyancing Account Number	7959580000
Your Reference	120374

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	14/27 CAVALIER STREET DONCASTER EAST 3109
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	14/27 CAVALIER STREET DONCASTER EAST 3109
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STATEMENT UNDER SECTION 158 WATER ACT 1989

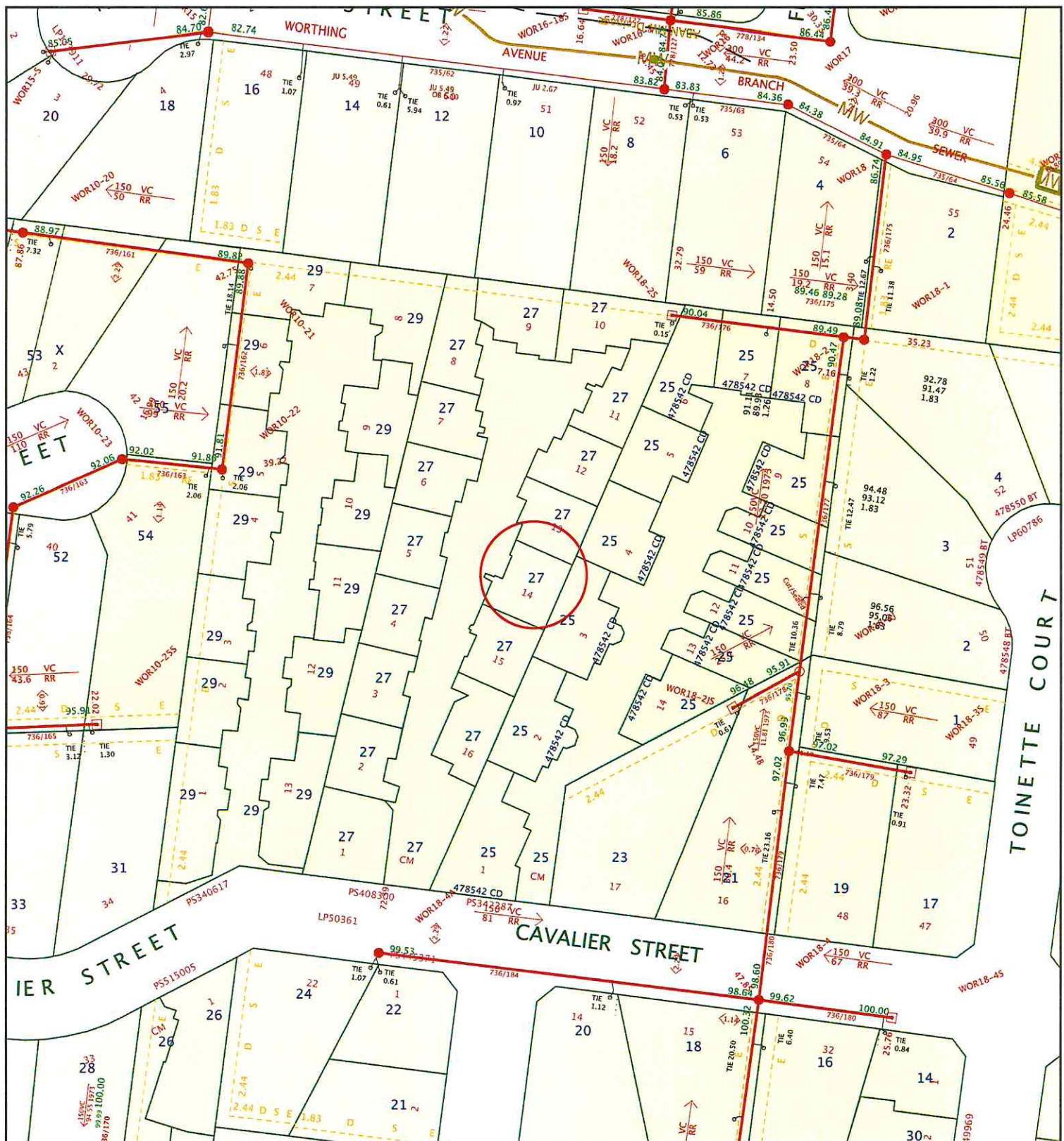
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30561960**

Address	14/27 CAVALIER STREET DONCASTER EAST 3109
Date	10/11/2020
Scale	1:1000



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

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



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

Chris Karamanolis C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7301220000
Rate Certificate No: 30561960

Date of Issue: 10/11/2020
Your Ref: 120374

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 14/27 CAVALIER ST, DONCASTER EAST VIC 3109	14\PS408300	1548586	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2020 to 31-12-2020	\$19.69	\$0.00
Residential Sewer Service Charge	01-10-2020 to 31-12-2020	\$115.51	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-10-2020 to 31-12-2020	\$26.29	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

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

Property Address	Lot & Plan	Property Number	Property Type
27 CAVALIER ST, DONCASTER EAST VIC 3109	CM\PS408300	1318230	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge <i>Step 1 – 27.000000kL x \$2.64460000 = \$71.40</i> Estimated Average Daily Usage \$0.80	23-07-2020 to 20-10-2020	\$71.40	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

Total Due \$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

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



YARRA VALLEY WATER
ABN 93 056 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1548586

Address: UNIT 14/27 CAVALIER ST, DONCASTER EAST VIC 3109

Water Information Statement Number: 30561960

HOW TO PAY



Bill Code: 314567
Ref: 73012200007



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

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1548586

Address: UNIT 14/27 CAVALIER ST, DONCASTER EAST VIC 3109

Water Information Statement Number: 30561960

Cheque Amount: \$

Land Tax Clearance Certificate

Land Tax Act 2005



CHRIS KARAMANOLIS

Your Reference: LD:42443314-012-4.120374

Certificate No: 40389137

Issue Date: 10 NOV 2020

Enquiries: ESYSPROD

Land Address: UNIT 14, 27 CAVALIER STREET DONCASTER EAST VIC 3109

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26195728	14	408300	10350	526	\$460.82

Vendor: STEVEN JOSEPH CUCE

Purchaser: TBA TBA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR STEVEN JOSEPH CUCE	2020	\$300,000	\$460.82	\$0.00	\$460.82

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$570,000

SITE VALUE: \$300,000

AMOUNT PAYABLE: \$460.82

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 40389137

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$375.00

Taxable Value = \$300,000

Calculated as \$275 plus (\$300,000 - \$250,000) multiplied by 0.200 cents.

Land Tax Clearance Certificate - Payment Options

BPAY	
	Biller Code: 5249 Ref: 40389137
Telephone & Internet Banking - BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD	
	Ref: 40389137
Visa or Mastercard.	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	

LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

This Certificate provides information regarding valuation, rates, fire services property levies, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Fire Services Property Levies Act 2012 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **Landata**
L1 Casselden Place
2 Lonsdale Street
MELBOURNE VIC 3000

Issue Date: **10/11/2020**

Customer Reference: **120374**

Certificate No: **LICe21/00993**

Agent Reference: **42443314-016-2**

Property No.: **500127**

Property Location: **14/27 Cavalier Street DONCASTER EAST VIC 3109**

Property Description: **Lot 14 PS 408300Q Vol 10350 Fol 526**

Site Value: **\$330000**

Capital Improved Value: **\$630000**

Net Annual Value: **\$31500**

Level of Valuation: **01-01-2020**

Effective Date of Valuation: **01-07-2020**

Rates are levied on the Capital Improved Value.

Rate in the \$: **0.00164164**

RATES, CHARGES AND OTHER MONIES

For the year ending 30 June 2021

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Rates & Charges		
Arrears	\$0.00	
General Rates	\$1,034.20	
Fire Services Levy	\$147.00	
Standard Waste Service	\$263.50	
Payments	\$-1,444.00	
Rates & Charges Balance		\$0.70
Total Balance Outstanding		\$0.70

PLEASE NOTE: In accordance with Section 175(1), Local Government Act 1989, the owner **MUST PAY** all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on page 2.

You should check with Council's Revenue Services on 9840 9333 prior to settlement to verify total amount outstanding.

BPay payment details are provided on page 2 of certificate.

MANNINGHAM CITY COUNCIL

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: **14/27 Cavalier Street DONCASTER EAST VIC 3109**

Property No.: **500127**

Certificate No.: **LICe21/00993**

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other (If Applicable)

Single Strata Unit/Villa Unit/Townhouse

Important Notes:

1. **This certificate may be updated verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information given in writing. (i.e. A new certificate - not information provided or confirmed verbally.)**
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2020 to 30/06/2021 on 28 July 2020.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levies or charges (including interest) which are due and payable:
 - Instalments due by: **30/09/2020; 30/11/2020; 28/02/2021; 31/05/2021.**

For further information, please contact Council's Rates Office on ☎ (03) 9840 9333


Receipt for the sum of \$27.00 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 1989.



Authorised Officer

Payment details:

	Bill Code: 1099
	Ref: 1005001276
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 (Section 26(1))
Residential Tenancies Regulations 2019 (Regulation 8(1))

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item)

IMPORTANT NOTES ABOUT THIS AGREEMENT

- As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
- The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
- All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
- At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the *Renting a Home: A Guide for Tenants* booklet as published by the Consumer Affairs Victoria.
- Both parties should retain a signed copy of this Agreement for your records and future reference.

AGREEMENT

This Agreement is made on the 21st day of July 20 20
at: 144 Maroondah Highway, Ringwood, VIC, 3134

BETWEEN

LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)

Landlord: Steven Cuce ACN: _____
Address: 144 Maroondah Highway, Ringwood, VIC, 3134 ABN: _____
Email: reception@zenithfn.com Phone: (03) 9870 1000
WHOSE AGENT IS (if applicable)
Agent: Zenith Australia Real Estate T/as First National Real Estate Zenith ACN: _____
Address: 144 Maroondah Highway, Ringwood, VIC ABN: 52 617 463 895
Email: reception@zenithfn.com Phone: 9870 1000
AND

TENANT (Provide an ACN if applicable)

Name/s: Gemma Lapham & Jessica Apps
Address: 209/120 Palmer Street, Richmond, VIC, 3121
Phone/s: 0423 610 217 OR 0474492225 ACN: _____

1. PREMISES

The landlord lets the Premises known as:

14/27 Cavalier Street, Doncaster East

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

2. RENT

The rent amount is: \$1,912.00 The date the first rent payment is due: 23 / 07 / 2020
Pay Period: Weekly / Fortnightly / Monthly 23rd (insert the date of each month when the rent is due)
Place of Payment: 144 Maroondah Highway, Ringwood, VIC, 3134

3. BOND

The Tenant must pay a bond of \$2,640.00 to the Landlord/Agent on 23 / 07 / 2020.

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

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

Tenant's Name	Bond Amount
<u>Gemma Lapham</u>	<u>\$2,640</u>
_____	_____
_____	_____

If the Tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the Tenant should contact the Residential Tenancies Bond Authority (1300 13 71 64).

4. PERIOD

[Tick applicable Period]

- ☒ (a) The period of the Agreement is 15 Months
commencing on the 23rd day of July 20 20
and ending on the 22nd day of October 20 21
Unless the Agreement terminates in accordance with the Residential Tenancies Act 1997, the Agreement will continue as a periodic tenancy.

OR

- ☐ (b) The Agreement will commence from the day of 20 and continue until terminated in accordance with the Residential Tenancies Act 1997.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: [Check one box only]

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

Email address gemma.lapham@outlook.com and jjapps50@gmail.com

OR

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

The LANDLORD: [Check one box only]

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

Email address rentals@zenithfn.com

OR

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

(2) Inferred Consent

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

(3) Change of Electronic Address

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

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

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

6. DAMAGE TO THE PREMISES

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

7. CLEANLINESS OF THE PREMISES

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

8. USE OF PREMISES

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

9. QUIET ENJOYMENT

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

10. ASSIGNMENT OR SUB-LETTING

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

11. RESIDENTIAL TENANCIES ACT 1997

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

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

SCHEDULE OF ITEMS (See Clause 1)

ADDITIONAL TERMS

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

Any additional terms must also comply with the Unfair Contract Terms under **Part 2-3 of the Australian Consumer Law (Victoria)**. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

12. TENANTS

- 12.1 All persons using the Premises as Tenants or otherwise must comply with the provisions of this Agreement and the **Residential Tenancies Act 1997** and other relevant legislation and regulations. Any proposed change in Tenants must be immediately notified to the Landlord.

13. CARE OF THE PREMISES

13.1 The Tenant agrees:

- (1) not to paint, mark or deface the Premises internally or externally or use nails, screws or adhesives without prior written consent of the Landlord.
- (2) to place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the Premises promptly after it has been emptied and return it to its allotted place.
- (3) not to use any sink, basin, toilet, drain or like facility in or connected to the Premises for other than their intended use nor to do anything that might damage or block the plumbing drainage or sewerage servicing the Premises and to promptly notify the Landlord of any blockage or defect.
- (4) not to affix any television antenna, satellite dish or cabling to the Premises without prior written consent of the Landlord.
- (5) not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (6) to maintain all garden areas including watering (subject to any council restrictions) trees, lawn and other plants, mowing the lawn and removing garden rubbish (including pet waste) from the Premises.
- (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes and ensure all are in a working condition at the end of the tenancy. Where such damage has been occasioned by the Landlord or its Agent it shall be the Landlord's responsibility to replace light bulbs and fluro tubes.
- (8) not to carry out any mechanical repairs to machinery (including cars and/or boats) which the Tenant may bring onto the Premises.
- (9) where the Landlord's consent has been obtained in respect of Clause 13.1(1) and 13.1(4) the Landlord may require, as a condition of consent, that the Tenant return the Premises to its original condition at the end of the Tenancy.
- (10) where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached the Tenant is not to deface, damage or remove such label.
- (11) Other:

14. SMOKE ALARMS

14.1 The Tenant agrees:

- (1) not to remove or interfere with the operation of any smoke alarm installed on the residential Premises except with reasonable excuse, and
- (2) to notify the Landlord in writing promptly if any smoke alarm installed on the residential Premises is not functioning properly.

15. PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

15.1 In accordance with Section 52 of the Residential Tenancies Act 1997, the Tenant is liable for payment of:

(1) where the Premises are separately metered:

- (a) all charges in respect of the supply or use of electricity, gas, or oil. This excludes installation costs and charges in respect of the initial connection of such services to the Premises and the charges for the supply or hire of gas bottles.
- (b) the cost of all water supplied where it is based solely on the amount of water supplied.
- (c) that part of the charge that is based on the amount of water supplied if the cost of water supplied is only partly based on the amount of water supplied.
- (d) all sewerage disposal charges imposed in respect of the Premises during the Tenancy Agreement.

Note: with respect to water and sewerage the Owner must notify the Authority in accordance with Section 273A(c) of the Water Act 1989.

(2) all charges in respect of the use of bottled gas at the Premises during the term of this Agreement.

15.2 The Landlord is responsible for the following charges where the supply is not separately metered:

- (1) electricity
- (2) non bottled gas
- (3) oil
- (4) water supply service and water supplied
- (5) sewerage disposal charges.

15.3 (1) The Tenant must pay any expenses in relation to the Tenant changing utility suppliers including disconnection and reconnection fees.

- (2) Should the Landlord, Tenant or persons on the Premises with the permission or authority of either the Landlord or the Tenant damage or disconnect a utility servicing the Premises, the party who is at fault will be responsible for rectifying the damage or disconnection and paying all associated costs.

16. ALTERATIONS AND ADDITIONS TO THE PREMISES

16.1 The Tenant agrees:

- (1) not to install any fixture or renovate, alter or add to the Premises without the Landlord's written permission, and
- (2) not to remove, without the Landlord's written permission, any fixture attached by the Tenant, and
- (3) not to alter, remove or add any lock or security device without the Landlord's agreement, and in such case to provide the Landlord with a copy of the key or access codes, and
- (4) to notify the Landlord of any damage caused by removing any fixture attached by the Tenant, and
- (5) to repair any damage caused by removing the fixture or reimburse the Landlord for the reasonable costs of repair.

17. TENANT'S USE OF PREMISES

17.1 The Tenant may use the Premises only as a place of residence. Should the Tenant wish to use the Premises for a purpose other than or in addition to a residence, the Landlord's consent must first be obtained.

17.2 The Tenant must not carry out commercial or industrial activities or create any nuisance to adjoining neighbours.

17.3 The Tenant must take such actions as may be reasonable to prevent persons on the Premises with the Tenant's authority (apart from the Landlord or those acting under the Landlord's authority) from causing damage to the Premises.

17.4 The Tenant may not grant other person's the right to occupy or use the whole or part of the Premises for the Tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the Landlord's consent having been first obtained. The Landlord must act reasonably.

18. PETS

18.1 The Tenant may keep pets on the Premises only as permitted in this Agreement or where written permission has been given by the Landlord to the Tenant subject to this Agreement. The Landlord's consent will not be unreasonably withheld.

Note: It will not be unreasonable for permission to be withheld where the granting of such permission would contravene the rules of the Owners Corporation.

19. OWNERS CORPORATION

The Premises is subject to the Owners Corporation Act 2006: ☒ Yes ☐ No (if 'yes' clause 19 applies)

19.1 The Landlord must give the Tenant a copy of the rules of the Owners Corporation under the Owners Corporation Act 2006 at the commencement of occupation and a copy of the consolidated rules of the Owners Corporation as soon as possible after it is lodged with the Registrar.

19.2 The Tenant must comply with the rules of the Owners Corporation.

19.3 ☒ The Tenant confirms a copy of the rules (and any advised amendments) of the Owners Corporation were provided on the signing of this Agreement by the Agent/Landlord. Initial:

20. RENTAL BOND

20.1 In accordance with Section 428 of the Residential Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant the bond or any part of the bond paid in respect of the rented Premises. Breach of this obligation by the Tenant will allow action to be taken under the Act and penalties may be imposed.

21. BREACH OF AGREEMENT BY TENANT

- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the Residential Tenancies Act 1997 in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the Residential Tenancies Act 1997.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the Residential Tenancies Act 1997 the Tenant agrees to:
- (1) deliver vacant possession
 - (2) deliver up all keys and security devices
 - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
 - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
 - (5) advise as soon as possible of the Tenant's contact address
 - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the Residential Tenancies Act 1997 shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the Residential Tenancies Act 1997.

23. INSURANCE AND INDEMNITY

- 23.1 The Tenant agrees:
- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
 - (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
 - (3) to be responsible for insuring the Tenant's own property.
 - (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the Residential Tenancies Act 1997, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the Residential Tenancies Act 1997 of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the Residential Tenancies Act 1997 apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

26. REPAIRS

26.1 (1) Urgent Repairs Contact:

The Landlord has authorised the following contacts to approve Urgent Repairs:

Agent: ☒ Yes ☐ No

Phone: **(03) 9870 1000** Limit: **\$1,800.00**

Other: _____

Phone: _____ Limit: _____

Note: The Limit specified for each Urgent Repairs Contact is the maximum amount the contact is authorised to approve for Urgent Repairs.

- (2) For Urgent Repairs the Tenant should notify an Urgent Repairs Contact or where there is no Urgent Repairs Contact nominated or available, the Landlord.

26.2 The Tenant may arrange for a suitably qualified person to make Urgent Repairs if:

- (1) after giving notice in accordance with Clause 26.1(2) the Tenant is unable to get an Urgent Repairs Contact or the Landlord to immediately carry out the repairs, or
- (2) after taking reasonable steps the Tenant is unable to notify an Urgent Repairs Contact or the Landlord.

26.3 Where the Tenant has arranged for Urgent Repairs in accordance with Clause 26.2 the Landlord is liable to reimburse the Tenant for the reasonable costs of the repairs up to a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord/Landlord's Agent written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means any work necessary to repair or remedy:

- (1) a burst water service; or
- (2) a blocked or broken lavatory system; or
- (3) a serious roof leak; or
- (4) a gas leak; or
- (5) a dangerous electrical fault; or
- (6) flooding or serious flood damage; or
- (7) serious storm or fire damage; or
- (8) a failure or breakdown of any essential service or appliance provided by the Landlord on the Premises for hot water, cooking, heating or laundering; or
- (9) a failure or breakdown of the gas, electricity or water supply to the Premises; or
- (10) malfunctioning of an appliance, fitting or fixture provided by the Landlord that uses or supplies water that will or may result in substantial water waste; or
- (11) any fault or damage that causes the Premises to be unsafe or not secure, or
- (12) a serious fault in a lift or staircase

26.5 For non-urgent repairs the Tenant should contact:

- (1) where there is a managing agent, the Agent;
- (2) otherwise, the Landlord

27. LANDLORD'S ACCESS TO THE PREMISES

27.1 The Landlord, the Landlord's Agent or any person authorised in writing by the Landlord, during the currency of this Agreement may only enter the residential Premises in the following circumstances:

- (1) to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24 hours)
- (2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
- (3) to erect signage for purposes connected with the sale or letting of the Premises.
- (4) to enable the Landlord to carry out a duty under the **Residential Tenancies Act 1997**, the Tenancy Agreement or any other applicable Act.
- (5) Other: _____

Note: In exercising its rights under this Clause the Landlord will minimize interference with the Tenant's right of quiet enjoyment.

28. TENANT'S ACKNOWLEDGEMENT

28.1 In entering into this Agreement the Tenant has not relied on any representations, statements or warranties made or given by the Landlord or the Agent not contained in this Agreement or as otherwise set out in the schedule hereto and confirms the terms and Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.

28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

29. PRIVACY

- 29.1 The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (**Privacy Act 1988 (CTH)**) and where required maintain a Privacy Policy.
- 29.2 The Privacy Policy outlines how the Landlord's Agent collects and uses Personal Information provided by you as the Tenant, or obtained by other means, to provide the services required by you or on your behalf.
- 29.3 You as the Tenant agree the Landlord's Agent may, subject to the **Privacy Act 1988 (CTH)** (where applicable), collect, use and disclose such information to:
- (1) the Landlord of the Premises to which this Agreement applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
 - (2) (subject to the provisions of Part 10A of the **Residential Tenancies Act 1997**) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing, in compliance with Section 439E of the **Residential Tenancies Act 1997**, tenancy agreement breaches; and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the Landlord/Landlord's Agent in order to facilitate the carrying out of works with respect to the Premises; and/or
 - (5) the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; and/or
 - (6) a utility connection provider where you request the Landlord's Agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations
- 29.4 Documents or copies of documents provided to establish the identity of the Tenant or persons entitled to deal on behalf of the Tenant, will be retained by the Landlord's Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- 29.5 Without provision of certain information the Landlord's Agent may not be able to act effectively or at all in the administration of this Agreement.
- 29.6 The Tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 29.7 The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

30. DATA COLLECTION

Upon signing this Agreement the parties agree the Landlord's Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Agreement.

31. DEFINITIONS

In Additional Terms 29 and 30 the following terms, where they appear, mean:

- (1) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Personal Information:** means personal information as defined in the **Privacy Act 1988 (CTH)**.

32. OTHER ADDITIONAL TERMS

Refer Addendum A (Item A1)

33. SIGNATURES

By signing this Agreement the Tenant/s:

- agree to lease the Premises on the terms and conditions contained herein.
- acknowledge having received of a copy of *Renting a Home: A Guide for Tenants* booklet as published by the Consumer Affairs Victoria, at the start of the tenancy.

Signed by the Landlord/Landlord's Agent:

Signature: 

Signature of Tenant(s):

Tenant 1: 

Tenant 2: 

Tenant 3: _____

Tenant 4: _____



Addendum A

A1. Other Additional Terms

ADDITIONAL TERMS: which do not take away the rights and duties included in the Residential Tenancies Act 1997

30.1 - The TENANT agrees as a term of this lease that upon termination of the tenancy they will have the carpets professionally cleaned at their own expense and provide a receipt of this work together with the keys at the end of the tenancy. These will be handed into the managing agent office.

30.2 - The TENANT acknowledges that it is the tenants responsibility upon termination of the agreement to deliver all keys and remotes to the managing agents office and to continue paying rent until such time as the keys are delivered. The TENANT further understands that they must return to the agent any extra duplicate that the tenant has made or arranged to make.

30.3 - The TENANT agrees that this property is not suitable for pets and agrees that no pets will be allowed on any part of the property, inside or outside of the property at any time. The TENANT shall not keep any animal, bird or pet on the premises without the written consent of the landlord.

30.4 - The TENANT acknowledges that the periodic inspections of the property will be conducted, after the first 3 months of the tenancy and then 6 monthly thereafter. Access will be by use of our office set of keys. The TENANT understands that photos will be taken during the inspection if necessary to highlight any maintenance concerns.

30.5 - The TENANT acknowledges that the LANDLORD'S Insurance Policy does not provide cover for the TENANT'S possessions.

30.6 - The TENANT shall not paint or affix any sign or 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 LANDLORD or AGENT.

30.7 - The TENANT shall not do or allow to be done anything that will cause the shared service facilities to become obstructed untidy, damaged or used for any purpose other than for which they are intended.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation 1 Plan No. 408300Q

Address: 27 Cavalier Street, Doncaster East 3109

This certificate is issued for Lot **14** on Plan of Subdivision No. 408300Q

Postal address is

C/- Hallmarc Asset Management Pty Ltd

Level 14, 257 Collins Street, Melbourne Vic, 3000

Members name: **Steven Cuce**

1. The current annual fees (issued quarterly) for the lot are: **\$1,260.00 (inclusive of GST) for 2020/2021.**
2. The date to which the fees for the lot have been paid up to is: **31 December 2020.**
3. The total of any unpaid fees or charges for the lot are: **Nil.**
4. Special fees or levies which have been struck, and the dates on which they were struck and are payable are: **Nil.**
5. 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 above annual fees, maintenance fund and special fees are: **Nil.**
6. The Owners Corporation has the following insurance cover:

(a) Insurance Company	:	CHU Underwriting Agencies Pty Ltd
(b) Policy Number	:	36107
(c) Kind of Policy	:	Strata Title Insurance
(d) Building/s Covered	:	16 Units, 27 Cavalier Street Doncaster East
(e) Building Amount:	:	\$3,200,000
(f) Public Liability	:	\$20,000,000
(g) Renewal Date	:	30 September 2021
7. Has the Owners Corporation resolved that the Members may arrange their own insurance under section 63 of the Act? **No**
8. The Total Funds held by the Owners Corporation:
Per the Statement of Financial Position at the end of the last financial year being **30 June 2020**

o General Fund	\$5,636.50
o Maintenance Fund	\$15,572.57
9. Are there any liabilities and contingent liabilities of the Owners Corporation that are not covered by annual fees and special levies as set out above? If so, then provide details: **Nil.**
10. Are there any current contracts, leases, licences or agreements affecting the common property: **Yes, see attached license.**
11. Are there any current agreements to provide services to lot owners, occupiers or the public? **Other than those covered by annual fees, Nil.**
12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? **None, to the Managers knowledge.**
13. 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? **None, to the Managers knowledge.**

14. The Owners Corporation has appointed a Manager: Hallmarc Asset Management Pty Ltd, Level 14, 257 Collins Street, Vic, Melbourne, 3000.
15. Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **The Manager is not aware of any proposal to appoint an Administrator as at the date of this certificate.**
16. The following documents are attached to this Owners Corporation Certificate:
 - o A copy of the most recent Annual General Meeting Minutes
 - o A copy of the Rules registered at Land Victoria
 - o A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17. **IMPORTANT:**
You can inspect the Owners Corporations Register for additional information and you should obtain a new certificate for current information prior to settlement.
Please make your request to inspect the Owners Corporation Register in writing to:
Hallmarc Asset Management Pty Ltd, Level 14, 257 Collins Street, Melbourne, Vic 3000.

This certificate is issued on the following basis:

- (i) The information contained in this Certificate is correct to the best of the Managers knowledge at the date of this Certificate.
- (ii) The information is subject to change without notice.

The Common Seal of Owners Corporation Plan No: **408300Q** was affixed and witnessed by and in the presence of the registered manager.

 (signature)

Sereena Turner
Hallmarc Asset Management Pty Ltd
Level 14, 257 Collins Street, Melbourne VIC 3000
as delegate of the Owners Corporation 1
Plan No. 408300Q

Dated this the 17th November 2020



MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION 408300Q
27 CAVALIER STREET DONCASTER EAST

Held via Zoom
Meeting ID: 838 1498 8485
Password: 509719

Date: 24th August 2020

Meeting Commenced: 18.04

Present:

Ruth Gilmour	(Unit 4 & 7)
Hilda Dursun	(Unit 5)
Ailsa Radford	(Unit 6)
Matthew Bennett	(Unit 11)
Sereena Turner	(Hallmarc Asset Management Pty Ltd)
Traeh Cairns	(Hallmarc Asset Management Pty Ltd)

Proxy Forms Held:

In favour of:

Joseph Italiano	(Unit 2 & 16)	Sereena Turner
Alybri Investments Pty Ltd	(Units 12 & 15)	Sereena Turner

Quorum:

A quorum was declared, with over 50% of Lot Members represented.

1.0 Appointment of Chairperson:

Sereena Turner was appointed to Chair the meeting.

2.0 Apologies:

Nil

3.0 Confirmation of Minutes:

RESOLVED to accept previous meetings Minutes.

4.0 Review of Financial Summaries:

4.1 RESOLVED to adopt the Annual Financial Statements for the year 1 July 2019 to 30 June 2020 (attached) including the following:

- Balance Sheet
- Income and Expenditure Statement – Administrative Fund
- Income and Expenditure Statement – Maintenance Fund

Management noted the following:

- Levies in Advance – Members who have paid their fees prior to the due date.
- \$10,500 was income received from Members for the last payment of the driveway Special Levy. This was transferred from the Administrative Fund to the Maintenance Fund.

- Garden/Lawn Maintenance
 - Over budget as a result of all 26 visits being undertaken in 2019/2020.
 - The Gardener only charges when he attends the property and usually averages 24 to 26 visits per year. Additional visits were required in 2019/2020.
- Minor Building Maintenance includes the following expenses:
 - Replacement of common lighting globes and electrical repairs.
 - Supply and installation of a new 5km speed limit sign.
 - Changeover of lawn to a garden bed at the front of estate.
- All other expenses are in line with or slightly under budget.
- Maintenance Fund includes the following expenses:
 - External painting of all units
 - Supply and install of roof finials
 - Pressure wash of driveway court bowl.
 - Repairs to brick pavers in common areas.

4.2 Budget for the year 1 July 2020 to 30 June 2021.

Management tabled the budget and the following was noted:

- Proposed budget includes no fee increase for 2020/2021.
- Garden/Lawn Maintenance:
 - Increased to allow for 25 visits per year.
 - The gardener has not increased his gardening maintenance fees per visit since 2016 and had planned on doing so for 2020/2021. He has since agreed not to increase these fees to assist Members. The fee increase will likely occur in the following year.
- Management Fees – Hallmarc have agreed to keep their Management fee the same due to COVID-19, as opposed to increasing this by 3% as per the contract to assist Members in the current times.
- Water has been increased slightly to due to expected increases, as seen in 2019/2020.

Members enquired as to what items might arise for Minor Building Maintenance during the year. Management confirmed that this is an allowance for unexpected works and or times which cannot be budgeted for including but not limited to, common lighting works (globe replacement, electrical repairs) and other general repairs within the common property. The expenditure can vary from year to year depending on what may be required.

RESOLVED to adopt the Budget (attached) for the year 1 July 2020 to 30 June 2021.

4.3 Maintenance Fund Plan – Annual Review

The Maintenance Fund Plan (updated version attached) was discussed per the below.

Paver/pathway repairs

Management proposed approving an allowance of \$1,500 for any repairs, and replacement to or releveling of the brick pathways and end court bowl in the instance these may be required before the next Annual General Meeting.

RESOLVED to allocate \$1,500 for paver works, to be expensed through the Maintenance Fund.

Landscaping

Management tabled the below quotes from Nandina Landscapes:

- An estimation of \$3,000 for new plants/small upgrade.
- \$300 to top dress lawns.
- \$3,500 re-mulching of garden beds.
- \$750 installation of timber edging around common garden beds. Following discussion at the 2019 AGM and a Members request, Management advised that alternatives to timber edging had been investigated, the below was noted following discussion with the gardener:

- Plastic – Would be difficult to install throughout the estate as it cannot be laid effectively around the garden beds.
- Metal – Would be significantly more expensive as it would involve welding.
- Some Members noted that they were unaware of any timber edging throughout the estate, Management confirmed this was due to the fact that it had worn away over time and had not been replaced since.
- The edging would be installed where the lawns meets the garden beds in addition to any other garden beds whereby mulch is needed to be kept in place.

RESOLVED to proceed with an allowance of \$5,000 for a small garden bed upgrade, to prioritise mulching, timber edging and a tidy. To review the necessity for new plants, where required only. All works to be expensed from the Maintenance Fund.

AGREED for any further landscaping works to be reviewed at the 2021 AGM.

4.4 Details of Insurance

The following current insurance details were noted:

Broker:	Alliance Insurance Broking Services 119 Salmon Street Port Melbourne VIC 3207
Insured	BCSP 408300Q
Class:	Strata Title Insurance
Policy Number:	36107
Insurer:	CHU Underwriting Agencies Pty Ltd
Policy Period:	30/09/2019 – 30/09/2020
Building of Units:	\$3,200,000
Public Liability Cover:	\$20,000,000
Excess:	\$500

Management noted the insurance is currently being reviewed and will be renewed on 30th September 2020.

4.5 Penalty Interest

The Owners Corporation has the option to charge interest on money owed by a member to the Owners Corporation after the due date for fees and charges and interest will be set at the maximum rate fixed in accordance with the Penalty Interest Rates Act 1983, such interest is to apply from the due date.

All legal fees that are incurred by the Owners Corporation, will be back-charged to the relevant lot Owner. This includes charges as a result of fee recovery and any legal action that may be taken against a lot Owner.

5.0 Consideration of Managers Report

The Managers Report was discussed (attached).

6.0 Appointment of Committee

The following were appointed to the Committee:

Ailsa Radford	(Unit 6)
Sereena Turner	(Unit 2 – Joseph Italiano)

7.0 Other Business

Parking

Members noted that parking congestion was occurring in the end court bowl of the driveway. Concerns were raised that many of the units had multiple vehicles which were parked in a manner that obstructed entry and exit for neighbouring units.

AGREED for Management to proceed per the following:

- Issue general correspondence regarding parking to all residents.
- Members and Management to monitor the parking and any ongoing incidents to be reported to Management to liaise directly with those responsible.

Gutter cleaning

Following a request from a Member at the 2019 AGM, Management tabled quotes for cleaning of all unit gutters at the estate. The below was discussed and noted by Management:

- The quotes received range from \$1,900 to \$2,400 for all 16 units.
- This matter was raised due to Members concerns that a few units were not cleaning their gutters, which led to excess water travelling across to neighbouring properties.
- Gutter cleaning could be included in future budgets, if Members preferred, however currently this is the residents/Owners responsibility to complete.
- A letter is issued by Management to all Owners and Property Managers each year prior to Summer storm season requesting that all gutters be reviewed and cleaned, where required.
- Members reported that unit 7 gutters had been observed to have overgrowth and require cleaning.

AGREED not to include gutter cleaning in the Owners Corporation budget at this time. To instead to proceed per the below:

- Management to continue to issue annual correspondence regarding gutter cleaning.
- Members to report any units whereby gutters are not being maintained to Management, to follow up with the relevant Owner and/or Property Manager.

Driveway – End court bowl

Matthew (unit 11) enquired as to whether the end court bowl of the common driveway could be replaced with asphalt to be in line with the rest of the driveway.

The below was discussed and noted by Management:

- A quote was tabled by Management from Super Sealing Pty Ltd of \$13,950 (excluding GST) to replace the end court bowl with asphalt.
- Matthew raised concerns as to obtaining Members future approval for this work, when it does not impact on all Owners. Management confirmed that if the Owners Corporation is spending money to repair this area or Members are concerned regarding the overall aesthetics or value of the estate, then the replacement with asphalt may be in the interest of all Members/Owners Corporation since all currently contribute fees towards such repairs.
- A Member enquired as to why this area was not completed with the rest of the driveway, the below was confirmed by Management:
 - The option to replace the entire driveway was noted on the original Postal Ballot, however the final vote by Members was to exclude the end court bowl.
 - To keep the original aesthetics of the estate as concerns had been raised that replacing all areas with asphalt would change the overall appearance of the estate.
 - The driveway area that was replaced was done so due to the below:
 - Many areas could no longer be properly repaired.
 - The driveway was a major safety concern and had potential trip hazards.
 - It was more cost effective to replace the driveway as expenditure on and necessity for repairs was increasing in frequency and cost over time.
 - At the time of the driveway replacement, very few repairs had been completed on the end court bowl over the past 20 years.
 - Management had undertaken investigation and discussion with multiple tradesmen and it was determined that only minor repairs were required to the court bowl.

Members agreed not to proceed with the quote at this time.

AGREED to proceed per the below in regards to the end court bowl of the driveway:

- Monitor and record all ongoing costs for paver maintenance to the end court bowl beginning from the 2019/2020 year in order to obtain information on the associated expenditure and how often such repairs are needed.
- Undertake regular inspections for any necessary repairs or replacement of brick pavers.
- Review and reconsider replacement of the end court bowl with asphalt in a few years' time, once sufficient funds are available in the Maintenance Fund, to reduce the need for a second Special Levy to be raised.
- Consider increasing the Maintenance Fund contribution at future AGM's to replenish funds and assist with this work.

Driveway – other

Management confirmed the following in regards to additional matters raised by some Members:

- Management is currently in discussion with Super Sealing Pty Ltd Management regarding the small areas on the main driveway which require repairs following damages sustained by unknown vehicles/truck soon after the driveway replacement.
- A product is currently being tested on some of the damaged areas and an improvement has been observed. The tradesmen advised that as the driveway becomes more worn in, these areas may appear less noticeable. Management is undertaking regular inspections with the tradesmen of these areas, including unit 5 which had been reported to be an issue previously.
- Some of the pavers at the end court bowl which were pressure washed as part of the driveway works were not completed to a high standard and appeared patchy. Management advised this could be as a result of some of those individual pavers being newer than others (as some had been replaced in previous years) in addition to the pavers not being washed previously. It was noted by some Members that it was likely a combination of this and the effort by the trades.
- The asphalt was re-laid between unit 13 and 14 due to strip drains being installed outside of the garages, at the request of those individual owners. These works were paid for by the Lot Owners.

Other items

Management confirmed the below information, following Members requests:

- All internal and external maintenance to the units are the Owners responsibility. Management can assist in providing contacts for suitable tradesman, where required or requested.
- If Members believe unit repairs are due to an incident/event that has caused the damage, they have the option to lodge an insurance claim under the building insurance.

Management thanked all Members in attendance for their time and feedback.

There being no further business, the meeting closed at 19:06.

Confirmed as a true and correct record of the meeting.

Signed by the Chairperson

..... 

Dated

...25.../...08.../...2020.....

ANNUAL FINANCIAL STATEMENTS

For the period 1 July 2019 to 30 June 2020

Prepared For

Cavalier Street

Plan No. 408300Q

27 Cavalier Street
Doncaster East VIC
VIC 3108

Manager

Sereena Turner
Hallmarc Asset Management Pty Ltd

Printed

30 July 2020

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. 408300Q

As at 30th June 2020

27 Cavalier Street Doncaster East VIC VIC 3108

ABN/ACN 87 105 648 779

Assets

2020

Cash		20,766.33
Investment Account	Note 7	2,017.74
Total Assets		\$ 22,784.07

Liabilities

Levies in Advance	Note 8	1,575.00
Total Liabilities		\$ 1,575.00
Net Assets		\$ 21,209.07

Equity

Administrative Fund	5,636.50
Maintenance Fund	15,572.57
Total Equity	\$ 21,209.07

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 408300Q

1 July 2019 to 30 June 2020

27 Cavalier Street Doncaster East VIC VIC 3108

ABN/ACN 87 105 648 779

Income

	Budget	Actuals
Contributions	0.00	(10,500.00)
Levies - normal	17,760.00	17,760.00
Levies - special	0.00	10,500.00
Sundry Expenditure	0.00	1,800.00
	17,760.00	19,560.00

Expenditure

	Budget	Actuals
Administrative Fees & Charges	224.00	228.80
Bank Fees & Charges - account keeping fees	30.00	10.20
Electricity	640.00	479.24
Garden/Lawn Maintenance	6,100.00	6,552.00
Insurance Premiums	4,260.00	4,260.18
Internal Transfer	0.00	1,500.00
Minor Building Maintenance	1,082.00	3,090.45
Strata Manager - management fees	5,224.00	5,224.00
Water	200.00	162.16
	17,760.00	21,507.03

Summary

Opening Administrative Fund Balance as at 1 July 2019	7,583.53
Total Administrative Fund Revenue during period	19,560.00
Total Administrative Fund Expenditure during period	(21,507.03)
Total Administrative Fund balance as at 30 June 2020	\$ 5,636.50

Income and Expenditure Statement

Maintenance Fund

Owners Corporation for Plan No. 408300Q

1 July 2019 to 30 June 2020

27 Cavalier Street Doncaster East VIC VIC 3108

ABN/ACN 87 105 648 779

Income

	Budget	Actuals
Contributions	0.00	10,500.00
Levies - normal	2,400.00	2,400.00
Internal Transfer	0.00	1,500.00
Investment Transactions - interest received	0.00	0.01
	2,400.00	14,400.01

Expenditure

	Budget	Actuals
Minor Building Maintenance	0.00	24,518.00
	0.00	24,518.00

Summary

Opening Maintenance Fund Balance as at 1 July 2019	23,655.07
Opening Investment Fund Balance as at 1 July 2019	2,035.49
	25,690.56
Total Maintenance Fund Revenue during period	14,400.01
Total Maintenance Fund Expenditure during period	(24,518.00)
Closing Maintenance Fund Balance as at 30 June 2020	13,554.83
Closing Investment Fund Balance as at 30 June 2020	2,017.74
Total Maintenance Fund balance as at 30 June 2020	\$ 15,572.57

Notes To Financial Statements

Owners Corporation for Plan No. 408300Q

27 Cavalier Street Doncaster East VIC VIC 3108

ABN/ACN 87 105 648 779

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Investment Account

Detail	Amount
Cash Management Account	2017.74
	\$ 2,017.74

Note 8 Levies in Advance - also see note 2

Detail	Amount
Lot: 1 Unit: 1	315.00
Lot: 5 Unit: 5	315.00
Lot: 9 Unit: 9	315.00
Lot: 10 Unit: 10	315.00
Lot: 13 Unit: 13	315.00
	\$ 1,575.00

Proposed Annual Budget

Administrative Fund

Owners Corporation for Plan No. 408300Q

1 July 2020 to 30 June 2021

27 Cavalier Street Doncaster East VIC VIC 3108

Expenditure	Budget 07/20 - 06/21
Administrative Fees & Charges	228.00
Bank Fees & Charges - account keeping fees	15.00
Electricity	530.00
Garden/Lawn Maintenance	6,300.00
Insurance Premiums	4,510.00
Minor Building Maintenance	733.00
Strata Manager - management fees	5,224.00
Water	220.00
Total Administrative Fund Expenditure	17,760.00

Administrative Fund Summary	Budget 07/20 - 06/21
Opening balance	0.00
Expenditure during budget period	17,760.00
	17,760.00
<i>Less</i> Additional revenue during budget period	0.00
<i>Plus</i> Planned surplus at end of budget period	0.00

		Per Ent
Budgeted levies to be raised \$	17,760.00	111.0000

Total Lot Liability 160

*May include insurance contributions

Proposed Annual Budget

Maintenance Fund

Owners Corporation for Plan No. 408300Q

27 Cavalier Street Doncaster East VIC VIC 3108

1 July 2020 to 30 June 2021

Expenditure

Budget
07/20 - 06/21

Total Maintenance Fund Expenditure

-

Maintenance Fund Summary

Budget
07/20 - 06/21

Opening balance	0.00
Expenditure during budget period	0.00
	0.00

Less Additional revenue during budget period	0.00
Plus Planned surplus at end of budget period	2,400.00

		Per Ent
Budgeted levies to be raised \$	2,400.00	15.0000

Total Lot Liability	160
---------------------	-----

1 July 2020 to 30 June 2021

Owners Corporation for Plan No. 408300Q

27 Cavalier Street Doncaster East VIC VIC 3108

Proposed Levy Period Start 01/07/2020
Levy Period Duration 12 month(s)
No. of Instalment(s): 4
GST NO

<u>TOTAL LEVIES</u>		Per Period	Per Year
Admin Fund	4,440.00	17,760.00	
Maint Fund	600.00	2,400.00	
Total Contribution	5,040.00	20,160.00	

<u>TOTAL LIABILITIES</u>		Per Period	Per Year
Admin Fund		27,7500	111,0000
Maint Fund		3,7500	15,0000
Total Per Lot Liability		31,5000	126,0000

Yearly Levy (Estimates Only)					
Lot No.	Unit No.	Lot Liability	Lot Entitlement	Administrative Fund	Maintenance Fund
1	1	10	10	1,110.00	150.00
2	2	10	10	1,110.00	150.00
3	3	10	10	1,110.00	150.00
4	4	10	10	1,110.00	150.00
5	5	10	10	1,110.00	150.00
6	6	10	10	1,110.00	150.00
7	7	10	10	1,110.00	150.00
8	8	10	10	1,110.00	150.00
9	9	10	10	1,110.00	150.00
10	10	10	10	1,110.00	150.00
11	11	10	10	1,110.00	150.00
12	12	10	10	1,110.00	150.00
13	13	10	10	1,110.00	150.00
14	14	10	10	1,110.00	150.00
15	15	10	10	1,110.00	150.00
16	16	10	10	1,110.00	150.00
		160	160	17,760.00	2,400.00
					20,160.00

27 Cavalier Street, Doncaster East 408300Q

10 Year Maintenance Fund Plan

Year End	30/06/2019	30/06/2020	30/06/2021	30/06/2022	30/06/2023	30/06/2024	30/06/2025	30/06/2026	30/06/2027	30/06/2028
Opening Balance 1/7/2018	43,028	25,691	15,573	8,923	11,623	12,483	11,703	5,223	8,743	2,863
Member Maintenance Fund contribution	2,000	2,400	2,400	3,200	3,360	3,520	3,520	3,520	3,520	3,520
Special Levy for driveway replacement	34,500	10,500	-	-	-	-	-	-	-	-
Interest	2,298	-	-	-	-	-	-	-	-	-
Total	81,826	38,591	17,973	12,123	14,983	16,003	15,223	8,743	12,263	6,383
Expenditure	58,135	24,518	9,050	500	2,500	4,300	10,000	-	9,400	21,000
Transfers	2,000	1,500	-	-	-	-	-	-	-	-
Closing balance	\$ 25,691	\$ 15,573	\$ 8,923	\$ 11,623	\$ 12,483	\$ 11,703	\$ 5,223	\$ 8,743	\$ 2,863	- \$ 14,617

* Inc. GST

27 Cavalier Street, Doncaster East 408300Q

10 Year Anticipated Expenditure Table

Year End	30/06/2019	30/06/2020	30/06/2021	30/06/2022	30/06/2023	30/06/2024	30/06/2025	30/06/2026	30/06/2027	30/06/2028
External painting										
Posts		16,897								20,000
Front doors (one side)										
Front door frames (one side)										
Gables										
Finials										
Common fences										
Supply and installation of new roof finials		405								
Driveway and paths										
Repairs & replace stormwater grates										
Driveway replacement	58,135									
Paver pressure wash		2,816							3,100	
Asphalt repairs							3,000			
Repairs to/replacement of pavers/paths		4,400	1,500		1,500		1,500		1,500	
Fixtures & Fittings										
Maintain common lighting & electrical				500						
Mailbox Bank - upgrade and/or tidy							1,500			
Landscaping										
Mulch										
Lawns - Topdressing/seeding			3,500			3,700			4,200	
New plants/garden upgrade			300			300			300	
Garden bed edging			3,000			300			300	
			750							
Fences										
Replace fences										
Repairs to fences							4,000			
Total expenditure (inc. GST)	\$ 58,135	\$ 24,518	\$ 9,050	\$ 500	\$ 2,500	\$ 4,300	\$ 10,000	\$ -	\$ 9,400	\$ 21,000

1 Per LED changeover quote

Owners Corporation No: 408300Q
Address: 27 Cavalier Street, Doncaster East

Manager's Report
2020

Accounts

The accounts have been prepared for the year 1 July 2019 to the 30 June 2020, please refer to accounts attached.

Budget

The Budget for the year 1 July 2020 to the 30 June 2021 is attached to the agenda and has been prepared taking into account all the current maintenance contracts and increases in insurance charges. **There is no increase in fees.**

Due to COVID-19, the following has been agreed upon for the 2020/2021 financial year resulting in no increase in the budget:

- Hallmarc Asset Management have offered not to increase the Management fee, as opposed to the annual contracted 3% increase.
- No increase in garden maintenance fee per visit

Owners Corporation Fees	Per Annum	Per Quarter
Previous Fees (2019/2020)	\$ 1,260	\$ 315
Proposed Fees (2020/2021)	\$ 1,260	\$ 315

Insurance – Owners Corporation

Hallmarc Asset Management is in the process of negotiating a competitive premium for your insurance cover, due for renewal on 30 September 2020.

Maintenance

In the past year, regular maintenance was completed including the following:

- Scheduled gardening by Nandina Landscapes
- New plants in common garden beds
- Installation of new garden bed to replace the lawn at the front of the estate
- Supply and installation of a new 5km speed limit sign
- Replacement of common area light globes

Maintenance Fund

In the past year, the following Maintenance Fund works were completed:

- Pressure wash of driveway end court bowl pavers
- Repairs to pavers on common areas
- Replacement of unit front roof finials
- External painting of units

Professional Indemnity Insurance – Hallmarc Asset Management

Hallmarc Asset Management Pty Ltd has Professional Indemnity Insurance cover of \$2 million. The insurer is CGU Insurance Pty Ltd, the Policy number is 03MIS1762723 and the policy is due for renewal on 30 September 2020. A copy of the insurance certificate will be tabled at the Annual General Meeting.

Hallmarc Asset Management Pty Ltd
28th July 2020

THIS LICENSE is made the

16

day of

October

1997

BETWEEN:

BODY CORPORATE PLAN No 408300Q
of Level 11, 350 Collins Street
MELBOURNE VIC 3000

Telephone: 9606 0088
Facsimile: 9606 0055
("The Licensor")

FLOCAST PTY LTD
of Level 11, 350 Collins Street
MELBOURNE VIC 3000

Telephone: 9606 0088
Facsimile: 9606 0055
("The Licensee")

RECITALS

- A. The Licensee is the owners of Lots 1 on Plan of Subdivision No 408300Q
- B. This agreement commences on the date that the Plan of Subdivision is registered
- C. As each Licensee ceases to be the owner of Lot 1 on the Plan of Subdivision this agreement will transfer to the Licensees assignors and successors.

OPERATIVE PART

1. DEFINITIONS

In this licence the following words have the meanings ascribed to them below:

- 1.1 'Plan of Subdivision' means Plan of Subdivision No 408300Q.
- 1.2 'Common Property' means common property in the Plan of Subdivision.
- 1.3 'Garden Area 1' means the land noted on the attached plan in red.

2. LICENSED RIGHTS

- 2.1 The Licensor grants a licence to the owner of unit 1, the exclusive right of use of Garden Area 1.

3. LICENSEE'S OBLIGATIONS

- 3.1 In consideration for the rights granted under Clause 2, the Licensee must at all times keep tidy and not store any item in Garden Area 1.
- 3.2 The Licensee must indemnify the Licensor from all loss and damage it may suffer or incur as a result of anything done by the Licensee under this licence or as a result of the Licensee failing to comply with its obligations under this licence without limitation.

4. **ASSIGNMENT**

- 4.1 This is a contractual licence and is not capable of assignment to any person other than a successor in title.

5. **DISPUTE RESOLUTION**

- 5.1 The parties must attempt to resolve disputes by the mediation procedure described below.
- 5.2 The mediation procedure to apply is the mediation procedure set out in Clauses 16.3 to 16.8 of the Law Institute of Victoria Copyright Lease of Real Estate for Commercial property, December 1993 Revision.

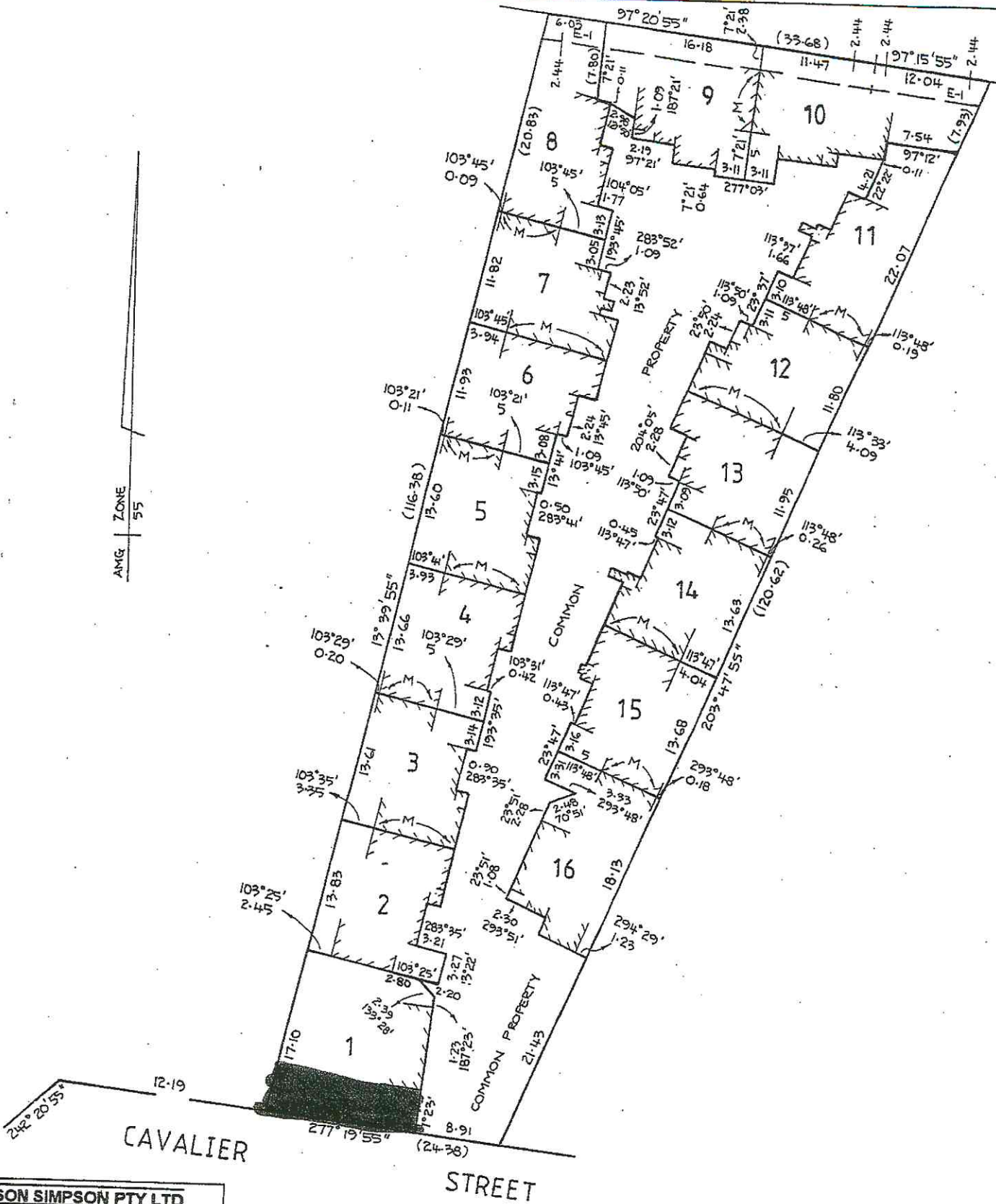
EXECUTED AS AN AGREEMENT

Signed for and on behalf of
BODY CORPORATE PLAN No 408300Q



*Signed by a Director/Secretary of FLOCAST Pty Ltd
being the only Member of the Body Corporate*

AMG ZONE 55



CARSON SIMPSON PTY LTD
land & engineering surveyors
planning & development consultants

P.O. BOX 219, BOX HILL, VIC. 3128
PH (03) 9898.0761 FAX (03) 9890.4173

ORIGINAL

SCALE SHEET
1:400 SIZE
A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) CLIFF C CARSON

SIGNATURE *Cliff Carson* DATE 8.8.1997

REF B 2743

VERSION 02

Sheet 2 of 3 sheets

Philip W Galt

DATE 13.8.1997

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

247-3583

Standard Rules of Body Corporate

Form 2

Reg. 407, 906 Subdivision (Body Corporate) Regulations 1989

Subdivision Act 1988

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not –

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate; or
- (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00a.m.; or
- (f) keep any animal on a lot affected by the body corporate or the common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

□□□□

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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.

Total amount due: \$157.05