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# Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

# Contract of Sale of Land

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Property address: Unit 4 and Accessory Unit 16/117 Anderson Road, Albion,  
Victoria 3020

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Vendor: Louis Sze Chin LEE

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Purchaser:

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Prepared by  
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Ref: AZ:ZC:2111361

# 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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

**Land:** Unit 4 and Accessory Unit 16/117 Anderson Road, Albion, Victoria 3020

## SIGNED BY THE VENDOR

Name: **Louis Sze Chin LEE**

On 03 / June / 2021



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Louis Sze Chin Lee

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

## SIGNED BY THE PURCHASER

Name:

On \_\_\_\_\_ / \_\_\_\_\_ / 20 \_\_\_\_\_

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

**SUMMARY PAGE OF THE VENDOR STATEMENT** *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

**ATTACHMENTS**

*Any certificates, documents and other attachments may be annexed or further information added here.*

Attached

Further information:

The property is subject to lease, a copy of the current lease is attached.

**TITLE**

**(a)** Attached are copies of the following documents:

Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

General Law Title.

*The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.*

**(b)**  Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

**LAND USE & SERVICES**

**(a) Easements, covenants, or other similar restrictions**

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

Attached copies of title document/s.

OR

Full description:

Nil

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

**(b) Services**

The following services are NOT connected to the land:

Electricity supply     Gas supply     Telephone     Water supply     Sewerage

**(c) Road access**     Yes     No

**PLANNING**

**(a) Planning scheme**

Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

Yes     No    Under [section 192A](#) of the Building Act 1993

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

Their total does not exceed: \$5,500.00

**(b) Particulars of any charge under any Act**

Amount owing:    To    Chargee:

Other particulars (including dates and times of payments):

**OWNERS CORPORATION**

**(a) Owners corporation certificate**

Not required – inactive\* 2-lot subdivision.

*\* An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, had an annual general meeting, and fixed any fees, and held any insurance.*

Attached.

*Required in all other cases, including inactive owners corporation of more than 2 lots in which case vendor must provide.*

**(b) Insurance**

Not required – no common property.

Not required – 2-lot subdivision.

Required\* – See owners corporation certificate attached.

*\* Required in all other cases if there is common property.*



# DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

## Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

## Urban living

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.

For more information, visit the [Commercial and industrial noise page](#) on the [Environment Protection Authority website](#) and the [Odour page](#) on the [Environment Protection Authority website](#).

## Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

## Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

## Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

## Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

## Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

## Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

## Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

## Planning controls affecting 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.

### 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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

## Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

## Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

### Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

### Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

### 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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For more information, visit the [Choosing a retailer page on the Your Choice website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

## Buyers' rights

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.

For more information, view our [Buying property section.](#)

## Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website.](#)

# Contract of Sale of Land

**Property address:** Unit 4 and Accessory Unit 16/117 Anderson Road, Albion, Victoria 3020

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, the General Conditions and any Special Conditions in that order of priority.

## 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 apply to you.

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

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

### Exceptions

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

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

## NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

### Off-the-plan sales

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

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

**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 parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*Print name of person signing*

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

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

**SIGNED BY THE VENDOR**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*Print name of person signing: Louis Sze Chin Lee*

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

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

## PARTICULARS OF SALE

<b>VENDOR'S AGENT</b>					
Name		Phone		Fax	
Address		Email			
<b>VENDOR</b>			<b>PRACTITIONER – SOLICITOR/CONVEYANCER</b>		
Name	Louis Sze Chin LEE	Name	Prudentia Legal Melbourne		
		Address	Suite 3, Level 6, 160 Queen Street, Melbourne VIC 3000		
Address	18 Dempsey Avenue TRUGANINA VIC 3029	Contact	Andrew Zhu/Zeno Chen		
		Email	<a href="mailto:andrewz@prudentialegal.com">andrewz@prudentialegal.com</a> zenoc@prudentialegal.com		
ACN/ABN		Phone	03 9600 1688	Fax	03 9600 1868
<b>PURCHASER</b>			<b>PRACTITIONER – SOLICITOR/CONVEYANCER</b>		
Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					
<b>LAND</b>					
<i>General conditions 3 and 9</i>					
<input checked="" type="checkbox"/> The land is described in the table below —					
Certificate of Title reference		being lot		on plan	
Volume 9856	Folio 670	4	SP030523U		
Volume 9856	Folio 682	16	SP030523U		
<i>OR</i>					
<input type="checkbox"/>					
The land includes all improvements and fixtures.					

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**Property address**

The address of the land is:

Unit 4 and Accessory Unit 16/117 Anderson Road, Albion 3020

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

All fixtures and floor coverings

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$ nil

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$

Payable by purchaser

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Deposit: \$

By / / 20 of which \$ has been paid

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Balance: \$

Payable at settlement

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Foreign resident vendor:  Value \$750,000 or more – see general condition 15(f) & (g)

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**GST**

*General condition 13*

**No, because:**

**Yes**

Input taxed sale of eligible residential premises

Purchaser entitled to input tax credit

Not in the course or furtherance of an enterprise

Purchaser NOT entitled to input tax credit

Going concern

Margin scheme applies

Farm land used for farming business or sale of subdivided farm land to an associate

Mixed supply

Vendor not registered or required to be registered as GST turnover < \$75,000

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**GST withholding**

*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

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Notice required to be given by vendor

Yes  No

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Withholding required by purchaser

Yes  No

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No withholding for residential premises because:

No withholding for potential residential land because:

the premises are not new

the land includes a building used for commercial purposes

the premises were created by substantial renovation

the purchaser is registered for GST and acquires the property for a creditable purpose

the premises are commercial residential premises

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**SETTLEMENT**

*General condition 10*

Is due on        /        /20

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within                      [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

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**LEASE**

*General conditions 1(a)(iii) and 22*

At settlement the purchaser is:

Entitled to vacant possession.

OR

**Subject to a lease**, particulars of which are:

Attached; or

As follows:

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**TERMS CONTRACT**

*Add special conditions.*

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

Yes     No

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**LOAN**

*General condition 14(a)-(e)*

This contract is subject to a loan being approved:  Yes     No

Lender:

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Loan amount: \$

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**~~BUILDING & PEST REPORT~~**

*~~General condition 14(f)-(j)~~*

~~This contract is subject to:~~

~~Building report. Provider: \_\_\_\_\_~~

~~Pest report. Provider: \_\_\_\_\_~~

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**Special Conditions**

Yes     No

1. If 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.

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2. All information given to the purchaser in relation to the sale of the property is confidential and will not be disclosed by the purchaser to any party other than to family, advisers and mortgagees,

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and the purchaser shall take all reasonable steps to ensure compliance with this confidentiality requirement by associates, employees, advisers, friends and family.

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3. The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

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4. The purchaser warrants that the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 (Cth); or that if the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 (Cth) and that the Treasurer of the Commonwealth of Australia or its nominated relevant delegate has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

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5. The purchaser acknowledges that the outstanding notice or order attached hereto or details of which are set out hereunder has not been complied with by the vendor and agrees to comply with the same and release the vendor from the obligation to do so.

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6. In the event that completion is not effected on the day nominated for settlement and a notice to complete is served by the vendor on the purchaser, then the purchaser shall pay to vendor interest on the balance of purchase price at the rate of 15% per annum from the date of the notice to completion until and including the actual day of completion.

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7. An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

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8. The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this Special Condition.

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9. The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances and the purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

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10. The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible

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authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.

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11. The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

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12. The land tax adjustment shall be adjusted by proportionality to the multiple holding basis of the vendor.

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13. The deposit payment as stated in the particulars of sale of this contract is an essential term of this contract and any non-payment of any part or all of the deposit by the due date shall constitute a repudiation of this contract by the purchaser, and without limiting any other rights of the vendor, the vendor may immediately forfeit any deposit paid under this contract claim for the an amount equivalent to the outstanding deposit immediately before the repudiation of the purchaser or the differences between the amount which the purchaser paid under this contract as the deposit and the amount equivalent to 10% of the total price of the property.

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14. The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

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15. The general condition 14 (f) is deleted and replaced by the following:

This contract is subject to the purchaser obtaining a building report and a pest report by the satisfaction date. If the building report shows a major structural defect and/or the pest report shows a major pest problem, the purchaser may end this contract by:

- (a) Providing the vendor with a copy of the written report; and
- (b) Serving written notice ending the contract on the vendor within 7 days from the day of sale;

but only if the purchaser is not in default under any other condition of this contract when the notice is given. If the contract is ended under this special condition 15, all monies paid by the purchaser under this contract must be immediately refunded to the purchaser and in any event within 3 business days.

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16. Notwithstanding the law or any other provision hereof the parties agree that the risk of the property shall pass to the purchaser on the date that this contract becomes unconditional, and on and from that date the purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to any loss to the property.

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17. The purchaser hereby expressly releases the vendor from all demands, claims, actions, suits, costs and expenses now or later arising in relation to all matters relating to the property as disclosed in this contract and all relevant vendor's statement as included in this contract, and indemnifies the vendor against any claims whatsoever and howsoever arising in relation thereto.

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18. In the event where the vendor acts as a trustee for the beneficial owners of the property and not in its own right. The purchasers agree that should they for any reason be entitled to recover any sum from the vendor then the vendor will not be personally liable but will only be liable to the extent of the amount that the vendor recovers from the trust by virtue of the trustee's indemnity therein.

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19. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

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20. In this contract a reference to a statute, ordinance, code or other law includes any regulations and other instruments made under it and any consolidations, amendments, re-enactments or equivalent provision in any replacement of any of them occurring at any time before or after the date of this contract.

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21. In the event any of these special conditions and the general conditions of this contract have any inconsistency, contradiction or ambiguity, then these special conditions shall prevail.

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22. This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

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23. In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

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24. Where the purchaser is a corporate purchaser or consists at least one corporate purchaser, the guarantee under this special condition 24 must be completed and signed by all relevant guarantors prior the execution of this contract. In absence of a duly signed guarantee under this special condition 24, unless otherwise agreed by the vendor in writing, the contract shall be deemed as of no effect and the vendor is at liberty to enter into a contract for the sale of the property with any other party and the purchaser shall have no claims, actions or suits whatsoever against the vendor. This special condition 24 is solely for the benefit of the vendor.

**Guarantee:**

In consideration of the vendor contracting with the corporate purchaser \_\_\_\_\_  
\_\_\_\_\_ [insert guarantors full names] (the guarantors),  
as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not

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release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by the guarantors            )  
in the presence of:                    )

---

Signatures of the guarantors

---

Signature of Witness

---

Print Name of Witness

---

Print Address of Witness

---

## GENERAL CONDITIONS

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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**1. Encumbrances**

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (ii) Any reservations in the crown grant; and
  - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) 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**

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) 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;
  - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

---

- (a) 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.
- (b) 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**

---

- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

---

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **~~8. Builder warranty insurance~~**

---

~~The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.~~

## **9. Off the plan**

---

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
  - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in

accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
  - (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

## 11. Payment

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract '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.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) general condition 12(a) has been satisfied; and
  - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:



- (i) general condition 12(a) has been satisfied; and
- (ii) the purchaser has not made a valid objection to title; and
- (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
- (iv) 28 days have elapsed since providing that evidence.

### 13. Goods and Services Tax

---

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (e) This clause applies if **'farm land used for farming business or sale of subdivided farm land'** to an associate' is specified in the particulars of sale.

- (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
- (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice



- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
- A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
  - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

## 14. Loan, building report or pest report

- (a) 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 within ~~21~~ 14 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).



~~(b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).~~

- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
  - (i) applied for the loan; and
  - (ii) did everything reasonably required to obtain approval of the loan; and
  - (iii) provides written proof to the vendor that the loan was not approved; and
  - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
  - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:
  - (i) applied for the report; and
  - (ii) provides the vendor with a copy of the written report; and
  - (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
  - (iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## 15. Adjustments

---

- (a) All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

- (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

- (c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

## 16. Time

---

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## 17. Service

---

- (a) 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.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

## 18. Nominee

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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

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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.

## 20. Guarantee

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- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## 21. Notices

---

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

## 22. Lease

---

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

## 23. Loss or damage before settlement

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- (a) 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

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Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

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A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

## **26. Interest**

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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**

---

- (a) 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.

- (b) The default notice must:
  - (i) specify the particulars of the default; and
  - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. the default is remedied; and
    - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

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- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) specify the particulars of the failure to comply with the default notice; and
  - (ii) state that the contract will be ended in 10 days after the notice is given unless:
    - A. the default is remedied; and
    - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
  - (ii) All those amounts are a charge on the land until payment; and
  - (iii) The purchaser may also recover any loss otherwise recoverable.

- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Register Search Statement - Volume 9856 Folio 670

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

VOLUME 09856 FOLIO 670

Security no : 124090118214X  
Produced 25/05/2021 10:57 AM

LAND DESCRIPTION

Lot 4 on Registered Plan of Strata Subdivision 030523U.  
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED  
PARENT TITLE Volume 07931 Folio 125

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
LOUIS SZE CHIN LEE of 18 DEMPSEY AVENUE TRUGANINA VIC 3029  
AQ389498D 26/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS409431Q 02/08/2019  
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE SP030523U 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 4 117 ANDERSON ROAD ALBION VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 05/08/2019

OWNERS CORPORATIONS

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The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP030523U

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 25/05/2021, for Order Number 68263358. Your reference: 11361.**

SP 30523<sup>U</sup>

CHART 19

PLAN OF STRATA SUBDIVISION

THE PARCEL – The whole of the land described in Certificate of Title Volume 7931 Folio 125 being part of Crown ALLOTMENT D ONE SECTION 9 Parish of MARIBYRNONG County of BOURKE

REGISTERED

POSTAL ADDRESS OF BUILDINGS  
 117 ANDERSON ROAD, SUNSHINE

TIME 11:20 AM DATE 17-1-89

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE  
 SEE OWNERS CORPORATION SEARCH REPORT



ANNEXED SHEET MARKED "A" HAS BEEN ADDED TO THIS PLAN PURSUANT TO SECTION 45A OF ACT 7551.  
*[Signature]*  
 ASSISTANT REGISTRAR OF TITLES

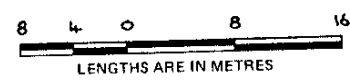
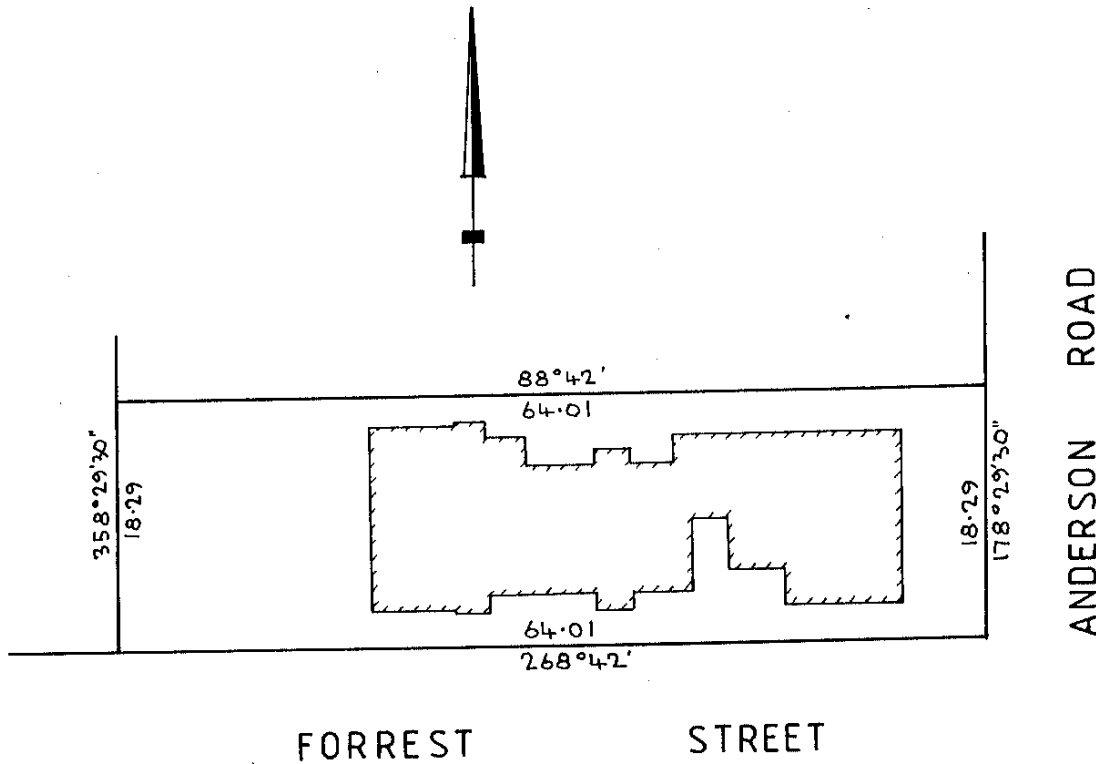


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYORS CERTIFICATE

I, DAVID SIDLEY OF 59 FLETCHER STREET, ESSENDON, a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the.....24..... day of.....FEBRUARY.....1986..... in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature *[Signature]* Date 25/2/86  
 RECERTIFIED AS AT 1/9/88 *[Signature]* 1/9/88

SEAL OF MUNICIPALITY AND ENDORSEMENT  
 Sealed pursuant to Section 6 (i), Strata Title Act

THE COMMON SEAL OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF SUNSHINE WAS AFFIXED TO THIS PLAN OF SUBDIVISION PURSUANT TO SECTION 6 SUB-SECTION (1) OF THE STRATA TITLES ACT 1967 IN OUR PRESENCE

this 25th day of AUGUST 1988  
*[Signature]* Mayor  
*[Signature]* Councillor  
*[Signature]* Town Clerk  
 CITY OF SUNSHINE REF.

S86/8



SP 30523


SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

04.  
25/2/86

FOR CURRENT OWNERS CORPORATION DETAILS  
SEE OWNERS CORPORATION SEARCH REPORT

LEGEND

THE BUILDING IN THE PARCEL, A PART OF WHICH IS CONTAINED IN EACH OF UNITS 1 TO 12 (BOTH INCLUSIVE) IS A TWO STOREY BUILDING.

THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH OF THESE UNITS IS SHOWN IN THE TABLE HEREFUNDER. THE LOWER BOUNDARY OF EACH UNIT LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE APPROPRIATE DIAGRAM ON SHEET 3 HEREOF. THE UPPER BOUNDARY OF EACH OF THESE UNITS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY, EXCEPT AS TO THOSE PARTS OF UNITS 7,8,9 AND 10 SHOWN THUS  WHERE THE UPPER BOUNDARY IS 2.50 METRES ABOVE ITS LOWER BOUNDARY.

TABLE

UNIT	RELEVANT STOREY
1,2,3,4,5 AND 6	GROUND STOREY
7,8,9,10,11 AND 12	TOPMOST STOREY

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN EACH OF UNITS 13 TO 24 (BOTH INCLUSIVE). THE LOWER BOUNDARY OF EACH OF THESE UNITS IS THAT PART OF THE SILL WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON DIAGRAM 1 ON SHEET 3 HEREOF. THE UPPER BOUNDARY OF EACH OF THESE UNITS IS THREE METRES ABOVE THAT PART OF THE SITE.

UNITS 13 TO 24 (BOTH INCLUSIVE) ARE ACCESSORY UNITS.

THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND IN UNITS 1 TO 24 (BOTH INCLUSIVE).

NOTICE OF RESTRICTION

THE UNITS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED UNITS.

THE UNITS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK UNITS.

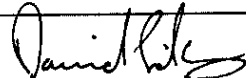
<u>COLUMN 1</u>	<u>COLUMN 2</u>
1,2,3,4,5,6,7,8,9,10,11 AND 12	13,14,15,16,17,18,19,20,21,22,23 AND 24

REGISTRATION OF DEALINGS WITH THE UNITS SPECIFIED IN COLUMN 1 IS RESTRICTED.

J.R. EDWARDS LAND SURVEYOR  
59 FLETCHER STREET, ESSENDON 3040  
TELEPHONE: 370 2209

SURVEYORS REF.  
5542

VICTORIA

  
LICENSED SURVEYOR  
SHEET 2 OF 3 SHEETS

# SP 30523

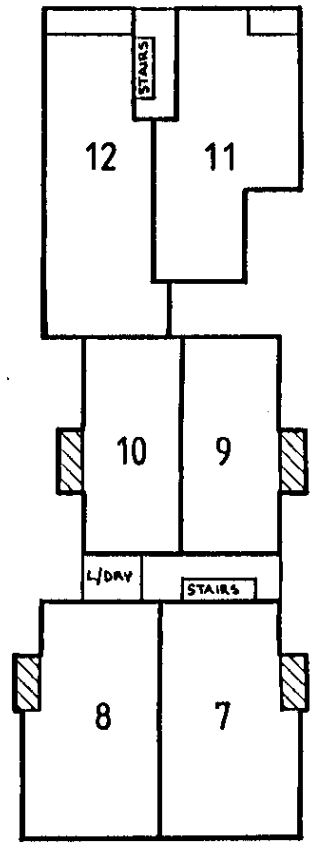
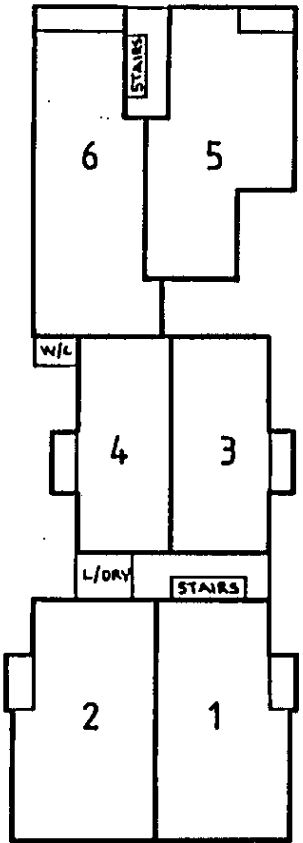
DIAGRAM 1 GROUND STOREY AND GROUND LEVEL

DIAGRAM 2 TOPMOST STOREY

## ANDERSON STREET

PARCEL OF BOUNDARY

STREET FORREST



NORTHERN BOUNDARY	13	78°42' 53"	12.40	78°42' 53"	12.40
	14	78°42' 53"	12.40	78°42' 53"	12.40
	15	78°42' 53"	12.40	78°42' 53"	12.40
	16	78°42' 53"	12.40	78°42' 53"	12.40
	17	78°42' 53"	12.40	78°42' 53"	12.40
	18	78°42' 53"	12.40	78°42' 53"	12.40
	19	78°42' 53"	12.40	78°42' 53"	12.40
	20	78°42' 53"	12.40	78°42' 53"	12.40
	21	78°42' 53"	12.40	78°42' 53"	12.40
22	78°42' 53"	12.40	78°42' 53"	12.40	
23	78°42' 53"	12.40	78°42' 53"	12.40	
24	78°42' 53"	12.40	78°42' 53"	12.40	



5 10 0 5 10  
 LENGTHS ARE IN METRES S86/18

J.R. EDWARDS LAND SURVEYOR  
 59 FLETCHER STREET, ESSENDON 3040  
 TELEPHONE: 370 2209

SURVEYORS REF.  
 5542

*David R. Edwards*  
 VICTORIA

*David R. Edwards*  
 LICENSED SURVEYOR  
 SHEET 3 OF 3 SHEETS

THIS IS THE ANNEXED SHEET MARKED 'A'  
REFERRED TO IN SP 30523 U

*R.E. M...  
ASSISTANT REGISTRAR OF TITLES*

ENDORSEMENT	ENTERED
THE ADDRESS OF THE BODY CORPORATE FOR SERVICE OF DOCUMENTS HAS BEEN ALTERED TO:- VICTORIA BODY CORPORATE SERVICES PTY.LTD. P.O. BOX 291, ELSTERNWICK, 3185. VIDE INSTRUMENT NO:- S131492 H	AT 12.35 PM. ON 12.1.93. <i>R.E. M... Assistant Registrar of Titles</i>
THE ADDRESS OF THE BODY CORPORATE FOR SERVICES OF DOCUMENTS HAS BEEN ALTERED TO: WESTERN SUBURBS BODY CORPORATE SERVICES PTY LTD 54 FLETCHER STREET, ESSENDON VIC. 3040 VIDE INSTRUMENT No: U656358 A	AT: 3.20 PM ON: 14-7-97 <i>A Dallas Assistant Registrar of Titles</i>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 25/05/2021 11:01:42 AM

**OWNERS CORPORATION  
PLAN NO. SP030523U**

The land in SP030523U is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 24.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

BEYOND STRATA PTY LTD LEVEL 7 575 BOURKE STREET MELBOURNE VIC 3000

AS444621L 16/08/2019

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	80	80
Lot 4	80	80
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/05/2021 11:01:42 AM

**OWNERS CORPORATION  
PLAN NO. SP030523U**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	80	80
Lot 10	80	80
Lot 11	100	100
Lot 12	100	100
Lot 13	5	5
Lot 14	5	5
Lot 15	5	5
Lot 16	5	5
Lot 17	5	5
Lot 18	5	5
Lot 19	5	5
Lot 20	5	5
Lot 21	5	5
Lot 22	5	5
Lot 23	5	5
Lot 24	5	5
<b>Total</b>	<b>1180.00</b>	<b>1180.00</b>

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.

Register Search Statement - Volume 9856 Folio 682

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

VOLUME 09856 FOLIO 682

Security no : 124090118484E  
Produced 25/05/2021 11:03 AM

LAND DESCRIPTION

Lot 16 on Registered Plan of Strata Subdivision 030523U.  
CAR PARK  
PARENT TITLE Volume 07931 Folio 125

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
LOUIS SZE CHIN LEE of 18 DEMPSEY AVENUE TRUGANINA VIC 3029  
AQ389498D 26/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS409431Q 02/08/2019  
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE SP030523U 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 4 117 ANDERSON ROAD ALBION VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 05/08/2019

OWNERS CORPORATIONS

-----

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP030523U

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 25/05/2021, for Order Number 68263616. Your reference: 11361.**



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 25/05/2021 11:03:54 AM

**OWNERS CORPORATION  
PLAN NO. SP030523U**

The land in SP030523U is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 24.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

BEYOND STRATA PTY LTD LEVEL 7 575 BOURKE STREET MELBOURNE VIC 3000

AS444621L 16/08/2019

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	80	80
Lot 4	80	80
Lot 5	100	100
Lot 6	100	100





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Lot 10	80	80
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Lot 12	100	100
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Lot 14	5	5
Lot 15	5	5
Lot 16	5	5
Lot 17	5	5
Lot 18	5	5
Lot 19	5	5
Lot 20	5	5
Lot 21	5	5
Lot 22	5	5
Lot 23	5	5
Lot 24	5	5
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Statement End.



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## Owners Corporation Search Report

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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Lot 17	5	5
Lot 18	5	5
Lot 19	5	5
Lot 20	5	5
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Statement End.

SP 30523<sup>U</sup>

CHART 19

PLAN OF STRATA SUBDIVISION

THE PARCEL – The whole of the land described in Certificate of Title Volume 7931 Folio 125 being part of Crown ALLOTMENT D ONE SECTION 9 Parish of MARIBYRNONG County of BOURKE

REGISTERED

POSTAL ADDRESS OF BUILDINGS  
 117 ANDERSON ROAD, SUNSHINE

TIME 11:20 AM DATE 17-1-89

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE  
 SEE OWNERS CORPORATION SEARCH REPORT



ANNEXED SHEET MARKED "A" HAS BEEN ADDED TO THIS PLAN PURSUANT TO SECTION 45A OF ACT 7551.  
*P.F. McNeil*  
 ASSISTANT REGISTRAR OF TITLES

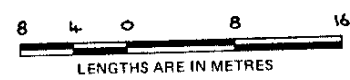
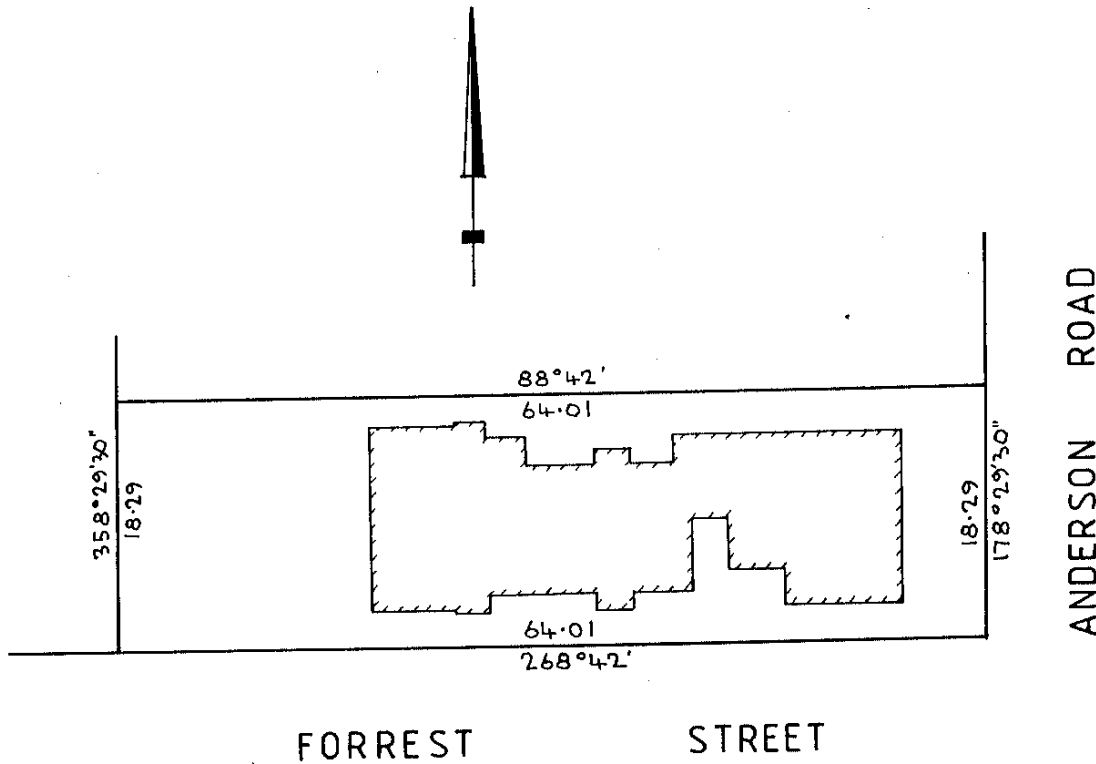


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

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I, DAVID SIDLEY of 59 FLETCHER STREET, ESSENDON, a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the.....24..... day of.....FEBRUARY.....1986..... in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature.....*David Sidley*..... Date 25/2/86.....  
 RECERTIFIED AS AT 1/9/88 *Sidley* 1/9/88

SEAL OF MUNICIPALITY AND ENDORSEMENT  
 Sealed pursuant to Section 6 (i), Strata Title Act

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this 25th day of AUGUST 1988  
*W. J. ...* Mayor  
*G. ...* Councillor  
*J. ...* Town Clerk  
 CITY OF SUNSHINE REF.

S86/8

SP 30523


SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

04.  
25/2/86

FOR CURRENT OWNERS CORPORATION DETAILS  
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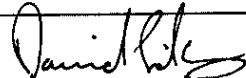
<u>COLUMN 1</u>	<u>COLUMN 2</u>
1,2,3,4,5,6,7,8,9,10,11 AND 12	13,14,15,16,17,18,19,20,21,22,23 AND 24

REGISTRATION OF DEALINGS WITH THE UNITS SPECIFIED IN COLUMN 1 IS RESTRICTED.

J.R. EDWARDS LAND SURVEYOR  
59 FLETCHER STREET, ESSENDON 3040  
TELEPHONE: 370 2209

SURVEYORS REF.  
5542

VICTORIA

  
LICENSED SURVEYOR  
SHEET 2 OF 3 SHEETS

# SP 30523

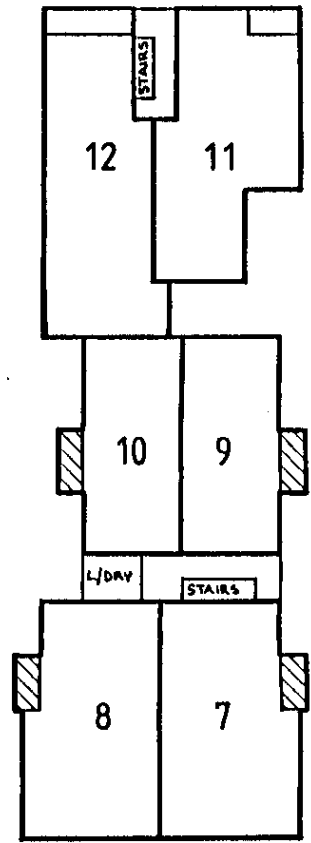
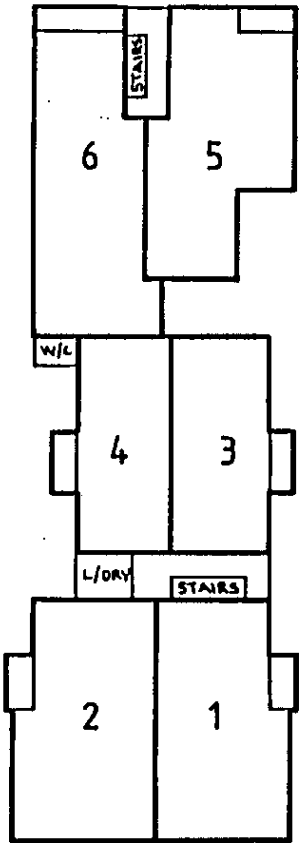
DIAGRAM 1 GROUND STOREY AND GROUND LEVEL

DIAGRAM 2 TOPMOST STOREY

## ANDERSON STREET

PARCEL OF BOUNDARY

STREET FORREST



NORTHERN BOUNDARY	13	78°42' 53"	2.40	78°42' 53"	2.40
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5 10 0 5 10  
 LENGTHS ARE IN METRES S86/18

J.R. EDWARDS LAND SURVEYOR  
 59 FLETCHER STREET, ESSENDON 3040  
 TELEPHONE: 370 2209

SURVEYORS REF.  
 5542

*David Kelly*  
 VICTORIA

*David Kelly*  
 LICENSED SURVEYOR  
 SHEET 3 OF 3 SHEETS

THIS IS THE ANNEXED SHEET MARKED 'A'  
REFERRED TO IN SP 30523<sup>U</sup>

*R.E. Myer*  
ASSISTANT REGISTRAR OF TITLES

ENDORSEMENT	ENTERED
THE ADDRESS OF THE BODY CORPORATE FOR SERVICE OF DOCUMENTS HAS BEEN ALTERED TO:- VICTORIA BODY CORPORATE SERVICES PTY.LTD. P.O. BOX 291, ELSTERNWICK, 3185. VIDE INSTRUMENT NO:- S131492 <sup>H</sup>	AT 12:35 PM. ON 12.1.93. <i>R.E. Myer</i> Assistant Registrar of Titles
THE ADDRESS OF THE BODY CORPORATE FOR SERVICES OF DOCUMENTS HAS BEEN ALTERED TO: WESTERN SUBURBS BODY CORPORATE SERVICES PTY LTD 54 FLETCHER STREET, ESSENDON VIC. 3040 VIDE INSTRUMENT No: U656358 A	AT: 3:20 PM ON: 14-7-97 <i>A Dallas</i> Assistant Registrar of Titles

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Prudentia Legal Pty Ltd**

CERTIFICATE NO:  
**49158387**

PROPERTY ADDRESS:  
**UNIT 4, 117 ANDERSON ROAD ALBION**

PARCEL DESCRIPTION:  
**Lot 4 SP30523U; Lot 16 SP30523U**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Heritage Officer (Registry)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 27 May 2021**

*Note: This Certificate is valid at the date of issue.*



## Roads Certificate



### PROPERTY DETAILS

Property Address: UNIT 4, 117 ANDERSON ROAD, ALBION VIC 3020

Title Particulars: Lot 4 SP30523U

Vendor: N/A

Purchaser: N/A

Certificate No: 68263358

Client: Prudentia Legal Pty Ltd

Matter Ref: 11361

Date: 25/05/2021



### MUNICIPALITY

BRIMBANK



### ADVICE OF APPROVED VICROADS PROPOSALS

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

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

## Planning Certificate

### PROPERTY DETAILS

Property Address: UNIT 4, 117 ANDERSON ROAD, ALBION VIC 3020

Title Particulars: Lot 4 SP30523U

Vendor: N/A

Purchaser: N/A

Certificate No: 68263358

Client: Prudentia Legal Pty Ltd

Matter Ref: 11361

Date: 25/05/2021

### MUNICIPALITY

BRIMBANK

### PLANNING SCHEME

BRIMBANK PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BRIMBANK CITY COUNCIL

### ZONE

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

ABUTS A ROAD ZONE - CATEGORY 1 (ANDERSON ROAD)

### OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE

 **PROPOSED PLANNING SCHEME AMENDMENTS**

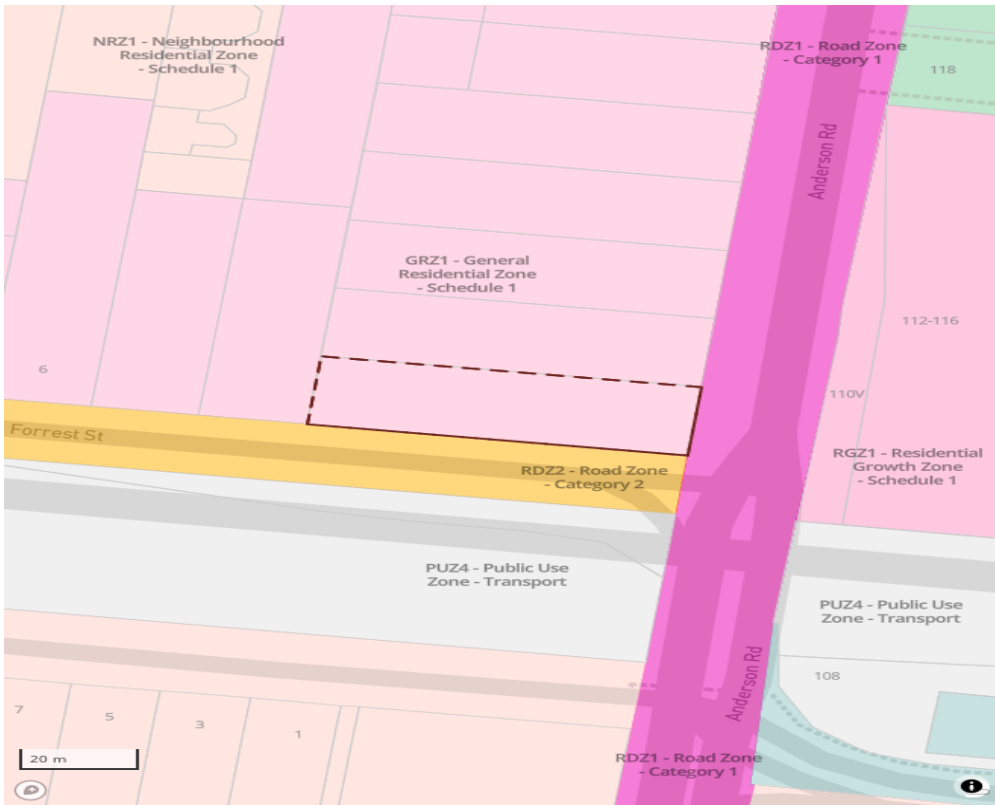
BRIMBANK C200BRIM THE AMENDMENT PROPOSES TO IMPLEMENT THE FINDINGS OF THE GRAND JUNCTION ESTATE AND MATTHEW'S HILL PRECINCT HERITAGE STUDY 2018 AND HALF HOUSE, 108 GEORGE STREET, ST ALBANS HERITAGE ASSESSMENT REPORT 2017 BY APPLYING THE HERITAGE OVERLAY TO THE GRAND JUNCTION ESTATE AND MATTHEW'S HILL PRECINCT IN SUNSHINE AND 108 GEORGE STREET, ST ALBANS.

BRIMBANK C212BRIM TO APPLY AN ENVIRONMENTAL AUDIT OVERLAY TO LAND KNOWN AS THE FORMER SUNSHINE LANDFILLS AND ADJOINING LAND.









 **ADDITIONAL INFORMATION**

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

 PLANNING ZONE MAP



**ZONING**

-  PUZ4 - Public Use Zone - Transport
-  NRZ1 - Neighbourhood Residential Zone - Schedule 1
-  ACZ1 - Activity Centre Zone - Schedule 1
-  RGZ1 - Residential Growth Zone - Schedule 1
-  PPRZ - Public Park And Recreation Zone
-  GRZ1 - General Residential Zone - Schedule 1
-  RDZ2 - Road Zone - Category 2
-  RDZ1 - Road Zone - Category 1

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

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Disclaimer: The information source for each entry on this certificate has been checked and if shown as NOT APPLICABLE has been deemed to not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land. Heritage Register information included in this service provides information regarding buildings currently registered on the Heritage Registers listed. Information regarding a site's archaeological significance and listing on the Archaeological Sites Heritage Inventory may be obtained from Heritage Victoria. You are advised to do your own due diligence checks for any surrounding area works that may impact the property.

# Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 03 June 2021 11:13 AM

**Address:** UNIT 4/117 ANDERSON ROAD ALBION 3020

**Lot and Plan Number:** This property has 2 parcels. See table below.

**Standard Parcel Identifier (SPI):** See table below.

**Local Government (Council):** BRIMBANK **Council Property Number:** 487728

**Directory Reference:** Melway 26 G12

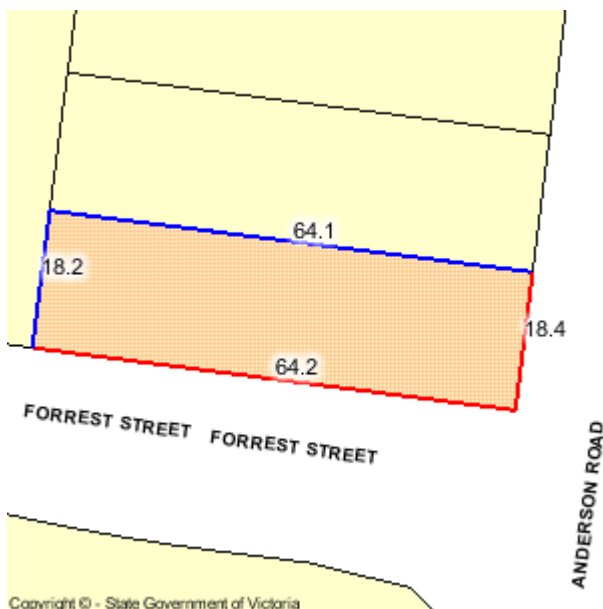
**Note:** There are 12 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

## Site Dimensions

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



**Area:** 1174 sq. m

**Perimeter:** 165 m

For this property:

— Site boundaries

— Road frontages

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 4 SP30523	4\SP30523
B	Lot 16 SP30523	16\SP30523

## State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** ST ALBANS

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## Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

**Power Distributor:** POWERCOR ([Information about choosing an electricity retailer](#))

## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 27 May 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

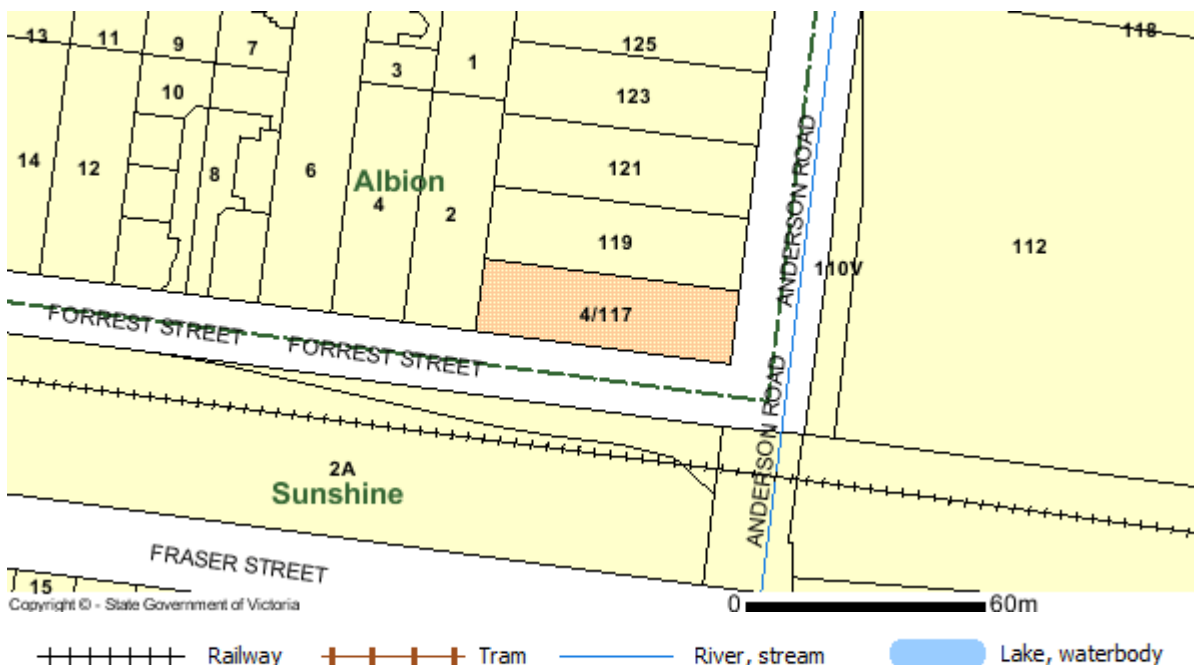
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 03 June 2021 11:14 AM

## PROPERTY DETAILS

Address: **UNIT 4/117 ANDERSON ROAD ALBION 3020**  
 Lot and Plan Number: **Lot 4 SP30523**  
 Standard Parcel Identifier (SPI): **4\SP30523**  
 Local Government Area (Council): **BRIMBANK** [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)  
 Council Property Number: **487728**  
 Planning Scheme: **Brimbank** [planning-schemes.delwp.vic.gov.au/schemes/brimbank](http://planning-schemes.delwp.vic.gov.au/schemes/brimbank)  
 Directory Reference: **Melway 26 G12**

This property has 2 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **City West Water**  
 Melbourne Water: **inside drainage boundary**  
 Power Distributor: **POWERCOR**

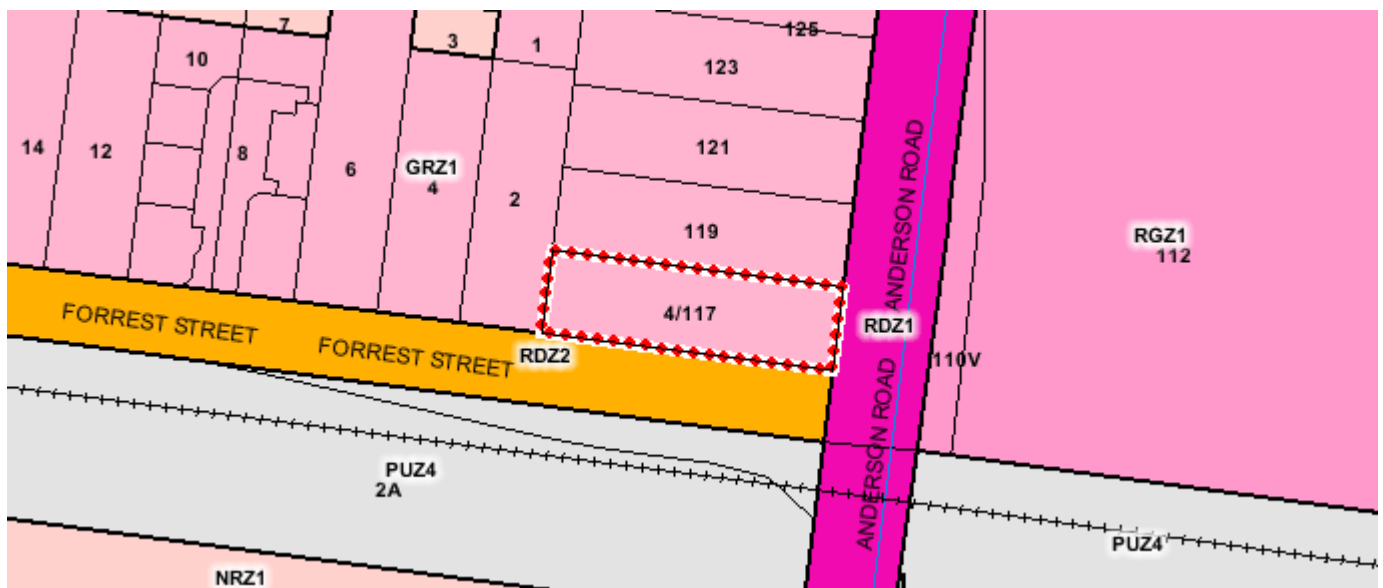
## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **ST ALBANS**

## Planning Zones

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

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



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- |                               |                           |                                 |
|-------------------------------|---------------------------|---------------------------------|
| ACZ - Activity Centre         | GRZ - General Residential | NRZ - Neighbourhood Residential |
| PUZ4 - Public Use - Transport | RDZ1 - Road - Category 1  | RDZ2 - Road - Category 2        |
| RGZ - Residential Growth      |                           |                                 |

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

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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



 DCPO - Development Contributions Plan

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)


[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[HERITAGE OVERLAY \(HO\)](#)



 DPO - Development Plan

 EAO - Environmental Audit

 HO - Heritage

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

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



## Further Planning Information

Planning scheme data last updated on 27 May 2021.

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

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

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

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


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

## Designated Bushfire Prone Area

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



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 Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

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

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



City West Water™

MR L S C LEE  
18 DEMPSEY AVENUE  
TRUGANINA VIC 3029



My account number is

1224 4169 7144

Invoice No.	T563799532
Service Address	4/117 Anderson Road Albion Lot 4 Plan Rp30523
Issue Date	5 Mar 2021
Water Faults & Emergencies (24 hours)	132 642
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	131 691
Interpreter Service	9313 8989
Mail Cheques	GPO Box 1152, Melbourne Vic 3001
General Mail	Locked Bag 350, Sunshine Vic 3020

**City West Water Corporation**

ABN 70 066 902 467

[citywestwater.com.au](http://citywestwater.com.au)

## Account summary

	PREVIOUS BILL RECEIVED	\$208.59 \$208.59
	BALANCE	\$0.00
	YOUR USAGE	\$63.37
	NETWORK CHARGES	\$115.85
	OTHER CHARGES	\$26.08
	PLEASE PAY	\$205.30

## Having trouble paying your bill?

We're here to help and have a range of payment options to support you at this time.

Visit [citywestwater.com.au/assist](http://citywestwater.com.au/assist) to find out more.

Visit our  
website  
today



# Details of charges - Residential

## Previous Bill

Previous Bill \$208.59

## Payments Received

30/12/2020 -\$208.59

**BALANCE FORWARD \$0.00**

## Usage Charges

Meter Number	Bill Days	Previous Reading	Current Reading	Consumption in Kilolitres	Rate \$	Total \$
MCSR000556	95	11319	11499	18.67 (meter read date: 03/03/2021)		

## Proportional Water Consumed

Usage Step 1 (27/11/2020 to 03/03/2021) 18.67 2.7748 \$51.81

**Total 18.67 \$51.81**

## Sewage Disposal

13.37 0.8644 \$11.56

**Total \$11.56**

**TOTAL USAGE CHARGES \$63.37**

## Network Charges

	Charge Period	Charge \$
Water Network Charge	(01/01/2021 to 31/03/2021)	\$52.70
Sewerage Network Charge	(01/01/2021 to 31/03/2021)	\$63.15

**TOTAL NETWORK CHARGES \$115.85**

## Other Charges

Waterways & Drainage Charge (01/01/2021 to 31/03/2021) \$26.08

**TOTAL OTHER AUTHORITIES' CHARGES \$26.08**

**FINAL TOTAL, PLEASE PAY THIS AMOUNT \$205.30**

Visit [citywestwater.com.au/charges](http://citywestwater.com.au/charges) or call 131 691 for more details about these charges.

## Greater Western Water – a new era

On 1 July 2021, City West Water and Western Water will integrate to form a new water corporation – Greater Western Water. This new entity will service Melbourne's inner city and fast-growing west. Learn more at [citywestwater.com.au/gww](http://citywestwater.com.au/gww)

## MyAccount, your residential water account online

MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. To register visit [citywestwater.com.au/myaccount](http://citywestwater.com.au/myaccount)

## Need help paying your bill?

We understand that sometimes you may be facing difficulties. Our hardship and water efficiency programs offer support and can give you access to concessions and utility relief grants. Where appropriate, we can also refer you to financial counselling services. Learn more at [citywestwater.com.au/assist](http://citywestwater.com.au/assist)

## Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at [MelbourneWater.com.au/wwdc](http://MelbourneWater.com.au/wwdc)

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

**Service Address:** 4/117 Anderson Road Albion

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is <b>1224 4169 7144</b>
-----------	-------------	------------	---



**Direct Debit:** Visit [citywestwater.com.au/paymentoptions](http://citywestwater.com.au/paymentoptions) or call 131 691

## Payment Assistance

If you're finding it hard to pay your bill call our team on **131 691** to discuss your circumstances or visit [citywestwater.com.au/assist](http://citywestwater.com.au/assist) to view our support options.



**Mail cheque:** Post this slip with your cheque payable to: **City West Water, GPO Box 1152, Melbourne Vic 3001**



**Credit Card:** Visit [citywestwater.com.au/pay](http://citywestwater.com.au/pay) or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system

<b>B PAY</b>	Bill Code: <b>8789</b>	<b>Telephone and Internet Banking - BPAY®:</b> Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at <a href="http://bpay.com.au">bpay.com.au</a>
	Ref: <b>1224 4169 7144</b>	

<b>POST billpay</b>	Billpay Code: <b>0362</b>	<b>Post BillPay:</b> Pay in person at any Post Office or agency, call 131 816 or visit <a href="http://postbillpay.com.au">postbillpay.com.au</a>
	Ref: <b>1224 4169 7144</b>	



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+009201+

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<000020530>

+444+



# CASCADE

Your water news

January - March edition 2021



**Maree Lang**  
Managing Director  
City West Water

Happy New Year and welcome to the first edition of Cascade for 2021. We hope you are keeping safe and well.

Leading this edition is the exciting news of our integration with Western Water to become **Greater Western Water** from 1 July 2021, signalling a new era for water services across the inner city and west.

We're also excited to introduce you to **YourSay** – a new space for you to share your thoughts on the things we're doing and help shape the future.

In this edition we look at some ways we're improving liveability and wellbeing, ensuring a secure water supply and share tips on how you can easily save water around the home.

As we progress through 2021, we'll continue to work in-line with our **COVID Safe Plan** to provide essential water and sewerage services and deliver planned and emergency works programs.

We hope you enjoy the read.

Maree



## Greater Western Water - a new era

We're proud to be joining with Western Water to create a new water business - Greater Western Water. This new entity will service Melbourne's inner city and fast-growing outer west from July this year.

With the population of our combined service areas expected to double over the next 30 years, the integration will lead to strong service outcomes, more secure water availability and more affordable water services for customers living and working in these communities.

*"This is an exciting step forward to ensure we continue to meet the needs of the diverse and vibrant communities we serve,"* Maree Lang, Managing Director.

For the latest updates on integration planning visit [citywestwater.com.au/gww](https://citywestwater.com.au/gww)



## Acting on sustainability

We're improving liveability and wellbeing for the communities we serve, whilst ensuring a secure water supply for the future.

Recent actions include:

- Adding green spaces into our projects for the community to enjoy.
- Trialling digital water metering to help better manage the water network and fix leaks faster.
- Investing in stormwater harvesting projects to keep your local parks and reserves thriving.
- Planting 10,000 trees in West Werribee as part of the Greening the West partnership, with over one million trees now planted.

To learn more, view our **2019-20 Annual Report** at [citywestwater.com.au/annualreport](https://citywestwater.com.au/annualreport)

## Have your say

We want to hear from you and our broader community about projects that interest you.

That's why we've launched **YourSay** – a new space for you to learn about things we're doing and contribute your ideas and feedback.

Visit [yoursay.citywestwater.com.au](https://yoursay.citywestwater.com.au) click on the projects you're interested in and let us know your thoughts. We'll keep you informed as projects progress and let you know how your feedback has influenced outcomes.





## Partners in community life

To support a vibrant and engaged community we work closely with local organisations to deliver a range of events through our community sponsorship program.

'Weaving Sustainable Waterways' is a collaboration between Footscray Community Arts Centre, Science Gallery Melbourne and Boon Wurrung artist, Mitch Mahoney (pictured). This project is one of the many events we're supporting in the first half of 2021.

"Through community art and revegetation along the Maribyrnong River we hope to reconnect local communities with Indigenous culture and sustainable practice," Mitch Mahoney.

Our second round of community sponsorship funding will open in March and we're encouraging organisations with events planned from July – December 2021 to apply. For details visit [citywestwater.com.au/sponsorship](https://citywestwater.com.au/sponsorship)



## Recycled water gets a boost in Werribee

Our wild and wonderful friends at **Werribee Open Range Zoo** will benefit from a major expansion of our recycled water supply network in West Werribee, thanks to \$2 million in funding from the State government.

"We're proud to partner with the Victorian government to extend recycled water supply to Werribee Zoo, open spaces such as Chirside Park and Wyndham Park and restore flows to the Werribee River," Richard Smith, General Manager, Strategy & Planning.

Now underway, the program will also reduce the use of valuable drinking water supplies and help protect Port Phillip Bay from wastewater discharge.



## Choose Tap

Did you know that approximately 1,440 single use plastic bottles are sent to landfill every minute in Australia? It's easy to help reduce this waste by simply drinking more of Melbourne's world-class quality tap water.

If you're busy shopping, catching public transport, exercising, or just out and about this summer, don't forget your refillable drink bottle. It's not only good for your health and hydration - it's great for the environment!

For more information or to join the **Choose Tap** movement, visit [choosetap.com.au](https://choosetap.com.au)



We're continuing our planned response to safely manage the impact of coronavirus (COVID-19) to provide essential services to your homes, keeping taps flowing and toilets flushing. You might also see us in your area as we continue with planned works and maintenance and respond to emergencies.

For the latest updates on how we're responding to coronavirus visit [citywestwater.com.au/covid19](https://citywestwater.com.au/covid19)

## Hey Melbourne, Keeping our water supplies topped up takes more than a little rain.

With our population growing quickly and our climate changing, we always need to look for ways to save precious drinking water, no matter what the weather forecast is.

Even though our water supplies are secure, there are growing challenges that require all of us to do our part, particularly over the warmer months.



Visit [makeeverydropcount.com.au](https://makeeverydropcount.com.au) for more ways to save water. Target 155 litres per person, per day.

Here are some easy ways to keep your water savings flowing this summer:

Shave a minute off your showers.



Mulch your garden beds.

Use a trigger hose nozzle.



Use eco settings on your machines.

Turn off the tap when brushing your teeth.



Use the half flush.

# 2020-21 Annual Rates and Charges Fourth Instalment Reminder Notice

For the Period 1 July 2020 to 30 June 2021

Brimbank City Council  
PO Box 70  
SUNSHINE VIC 3020  
ABN 35 915 117 478



MR L S LEE  
18 DEMPSEY AVENUE  
TRUGANINA VIC 3029



024  
R0\_636750

Property Unit 4 117 ANDERSON ROAD ALBION VIC 3020  
LU 4;16 PLN 30523

## Tax Invoice

Assessment No. 0487728

Date of Issue 27 Apr 2021

## Rate Enquiries

Monday to Friday 8.45am - 5pm  
Phone: 03 9249 4000  
Fax: 03 9249 4351  
TTY: 03 9249 4999  
Web: [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)  
Email: [info@brimbank.vic.gov.au](mailto:info@brimbank.vic.gov.au)

Payments made on or after 14 April 2021  
may not have been deducted from this account.

## Instalment 4

Due 31 May 2021 \$258.00

## Particulars of Rates and Charges:

4th Instalment 2020/2021 due 31 May 2021 \$258.00

Total Balance Rates and Charges 2020/2021 \$258.00


Late payments will attract interest at 10%  
Any arrears, interest and legal costs are overdue  
and must be paid immediately.

Postal delays will not be accepted as an excuse  
for late payment.

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship as a result of the coronavirus (COVID-19) pandemic, Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship Policies to determine which one applies to your circumstances, or call contact Council to obtain copies of the policies and application forms.

**Payment options** (More payment options overleaf). *Please return this section if paying by mail.*

 **Online**  
Visit the Brimbank City Council website  
[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

 To have your notices emailed  
Register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au)  
Reference No: 20A639847E

 **Billers Code: 93948**  
**Ref: 0000 0487 728**  
Contact your bank or financial  
institution to make this  
payment directly from your cheque,  
savings or credit account  
More info: [bpay.com.au](http://bpay.com.au)

 **Billpay Code: 0355**  
**Ref: 4877 28**  
Pay in-store at Australia Post,  
by phone 13 18 16 or online at  
[auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



\*355 487728

Assessment No: 0487728

Amount Payable  
\$258.00

Payment Due by  
31 May 2021



GO TO [BRIMBANK.ENOTICES.COM.AU](http://BRIMBANK.ENOTICES.COM.AU)

Register now at  
[brimbank.enotices.com.au](http://brimbank.enotices.com.au)



## Reprinted Notices

To view and reprint your notices register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au). You can extract a PDF copy at any time.

# GO GREEN. GO ELECTRONIC.

Receive your notices via email

Register now at [brimbank.enotices.com.au](http://brimbank.enotices.com.au)



## Making Payments and Interest

You may choose to make either part payments, or payment of the full amount, at any time. However, each instalment must be paid by their due date.

Any instalment payment not received by the due date will be charged interest at the rate set under section 2 of the Penalty Interest Act 1983. All interest is charged from the instalment due date, which is currently set at 10%.

Arrears and interest owing will be included in instalment notices.

## Payment Allocation

All payments received by Council will be allocated as follows:

- 1 Legal Costs owing (if any);
- 2 Interest owing (if any);
- 3 Arrears (if any);
- 4 All other Rates and Charges (evenly).

## Differential Rates

Your property has been classified for rating purposes in accordance with Council's adopted Rating Strategy. Information relating to Differential Rating categories is located on Council's website, including the current Rating Strategy.

## Pension Concession

Concession card holders may be eligible for a reduction of rates, dependant on the validity of their cards of up to \$316. Applications must be lodged on the prescribed form, which is available on Council's website or call Council directly to have a copy posted to you.

## Direct Debit

If you wish to pay your rates via direct debit you may complete an application form on Council's website or contact us directly to have an application posted to you.

## Changing Personal Details

If your personal details have changed (name, address, contact details), please ensure to provide the changes in writing. Web forms are available on Council's website.

## State Government Rates Cap Compliance Statement

Council has complied with the Victorian Government's rates cap of 2 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:  
(i) the valuation of your property relative to the valuation of other properties in the municipal district  
(ii) the application of any differential rate by Council  
(iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

## Any questions?

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000

Fax: 03 9249 4351

TTY: 03 9249 4999

Web: [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

## Brimbank Language Link



**9209 0140**


Local call costs apply

## Payment options continued

 **Telephone**  
To pay using Visa or Master Card call:  
1300 798 193  
to pay via secure pay  
13 18 16  
to pay via Post Billpay

 **By Mail**  
Brimbank City Council  
PO Box 70 Sunshine 3020  
**Council will not be responsible for late postal deliveries**

 **In Person**  
At Council's customer service centres  
**Sunshine**  
301 Hampshire Road,  
Sunshine  
**Sydenham**  
Station Street,  
Taylors Lakes  
(located within Sydenham Library)  
**Keilor**  
704B Old Calder Highway,  
Keilor

 During the COVID-19 Victorian Lockdown, Council's customer services centres will be closed, please use another payment method during these times.





**Strata OCM**  
 ABN 20 293 034 182  
 123 Church Street  
 Hawthorn VIC 3122  
 PO Box 7078  
 Hawthorn VIC 3122  
 Tel 03 9015 7652  
 Email admin@strataocm.com.au

Louis Lee  
 18 Dempsey Avenue  
 TRUGANINA VIC 3029

**Tax Invoice**  
 Owners Corporation 30523  
 ABN 62927130186  
**Date of Notice 20/05/2021**  
 Ref 10082919

**OWNERS CORPORATION FEE NOTICE**

*Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2018 and Owners Corporation Rules*

**RE: Owners Corporation Number 30523  
 Lot 4, 117 Anderson Road  
 ALBION VIC 3020**

Notice is hereby given by the Owners Corporation Plan of Subdivision 30523 pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice.

Details	Admin	Sinking	Interest	Due Date	Total
Standard OC Contribution Schedule (01/07/21 - 30/09/21)	\$360.17	\$0.00	\$0.00	01/07/2021	\$360.17
<b>Amount Payable \$360.17</b>					
No GST has been charged.					<b>Amount Payable if paid at Australia Post \$362.92</b>

Payments made at Australia Post incur a \$2.75 Processing Fee. If you choose not to pay the Processing Fee it will result in a shortfall in the amount paid to your owners corporation. Note the fee is applied by DEFT Payment Systems and not Strata OCM.

Interest will accrue daily on overdue fees and charges by 0.00% until paid. The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC). This rate is subject to change. Notices that are overdue may be subject to legal proceedings against the indebted lot owner. The costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporation Act 2006 will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.



\*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at [www.deft.com.au](http://www.deft.com.au) or call 18 00 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at <a href="http://www.deft.com.au">www.deft.com.au</a> .		<b>Biller Code: 96503</b> <b>Ref: 273403394 100829191</b>	<b>Account: OCPS: 30523 - 117 Anderson Rd Albion</b> <b>Owner: Louis Lee</b> <b>OC: 30523</b> <b>Lot No: 4</b>
	Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90 or Int ++612 8 232 7395	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne VIC 3001		Pay in person at any Australia Post Office, using Cash, Cheque or EFTPOS <b>Payments made at Australia Post incur a \$2.75 DEFT processing fee.</b> <b>The amount payable if paid at Australia Post is \$362.92</b>	All Cheques must be made payable to: Owners Corp: OCPS: 30523 - 117 Anderson Rd Albion
 *442 273403394 100829191				<b>Total Due \$360.17</b>
<b>DEFT Reference Number: 273403394 100829191</b>				<b>Amount Payable if paid at Australia Post \$362.92</b>

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

## Important information on fees and charges

### Payment Due Date

Your Owners Corporation must receive your payment by the due date. Payment is due within 28 days of the date of this Fee Notice.

### Overdue Payments

If your payment is not received on or before the due date, overdue fees may be applied to your ledger and are required to be paid by you in addition to your Contribution Fees. Fees that are 30 days overdue will incur a \$42.00 overdue charge and Fees more than 60 days overdue will incur a \$142.00 overdue charge.

### Enquiries

If you would like further information on how Fees are set by your Owners Corporation, refer to the Minutes of the most recent Annual General Meeting. You can access these minutes, and other important information relating to your Owners Corporation at our owners portal, StrataPort.

If you cannot locate your log-in details or do not know how to access StrataPort, go to

<https://socm.strataport.com.au/Support/StrataPort.aspx>

Alternatively, contact the Owners Corporation Manager on the phone number, email or at the address listed at the top of Page 1.

### Bill Code and Reference

Please check that you use the BPAY Biller Code and individual reference number shown on Page 1 of this Notice.

If your payment references incorrect details your funds may be delayed in reaching your Owners Corporation bank account, or not received at all.

### Disputes

The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

### Internal Dispute Resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Act, Regulations or Rules, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing a 'Complaint to Owners Corporation' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

### Conciliation through Consumer Affairs Victoria

At any time you can lodge a complaint with Consumers Affairs Victoria. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)

## Minutes of the Annual General Meeting

<b>Owners Corporation</b>	30523
<b>Property Address</b>	117 Anderson Road ALBION VIC 3020
<b>Meeting Date</b>	Thursday, 29 October 2020
<b>Meeting Location</b>	Teleconference Number 1300 254 410 or (03) 8687 0634 Kim Munn [Pin 2701298]
<b>Meeting Commenced</b>	4:00 PM
<b>Rep by</b>	Kim Munn
<b>Members Present</b>	Malcolm D' Souza (1), D.Thy (5), Michael Harper (11)
<b>Proxies</b>	Nil
<b>Apologies</b>	Nil
<b>Non Attendance</b>	C.Milosevic (2), Tom McGrath (3), Louis Lee (4), Melissa Westerman (6), C.Gorovestis (7), Mr. & Mrs V.Krisnamoorthy (8), Perri Properties Pty Ltd (9), Danni Bassett (10), Mr. & Mrs. B. Yetismis (12)
<b>Non Financial Attendee</b>	Nil

### 1. Election Of A Chairperson For The Meeting

Kim Munn is elected Chairperson for the Annual General Meeting.

Moved: Lot 11, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

### 2. Declaration Of A Quorum

#### Attendance by Lot

Total Eligible Attendees: 3

Total Units: 12

Attendance Percentage: 25 %

#### Attendance by UOL

Total Eligible Attendee UOL: 315

Total UOL: 1180

Attendance Percentage: 26.69%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 11, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

### 3. Minutes Of Previous Meeting

Previous AGM date: 18-Oct-2019

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## 4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## 5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## 6. Financial Reports

Year ending: 30-Jun-2020

Bank balance (Administration): \$4,301.36

Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

**Notes:** The Manager confirmed that on the day of the meeting, the Owners Corporation bank account was holding \$17,754.89 in the Administration account.

## 7. Building Insurance

### General Advice Warning

The Manager recommends that the Members of the Owners Corporation refer to the Product Disclosure Statement to make an assessment on whether the product satisfies your building needs and objectives.

If building insurance is managed by Strata Insurance, the PDS can be downloaded from the Strata Insurance website: [www.stratainsurance.net](http://www.stratainsurance.net) or from the Insurance Documents section of the Generic Documentation area in your StrataPort account.

Otherwise, please refer to the Insurance Underwriter.

Last Valuation Date:

Last Valuation Amount:

Insurer:	Strata Insurance - Axis
Policy Number:	P-011050
Sum Insured:	\$2,531,000.00
Insurance Policy Expiry Date:	01-May-2021

A copy of the full Insurance policy is available on StrataPort at <https://socm.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to obtain quotations for insurance at the current level of cover. Cover will be inclusive of office bearers liability insurance.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

**Notes:** The Manager advised the Owners that there was no Building Valuation held on file for the Owners Corporation. The Owners resolved not to obtain a valuation this year.

P:3

## 8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$31.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

No resolution required for this agenda item.

## 9. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200,000 in annual fees in a financial year. This fee total includes fees collected from separate owners corporations for storage lots, car parking lots and accessory lots and for general administration and maintenance and contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

The Members of the Owners Corporation resolved by ordinary resolution not to prepare a maintenance plan as the owners corporation is not a prescribed owners corporation.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

## 10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

**Notes:** Malcolm advised that there are a few light globes blown around the property. The Manager confirmed that this would be passed onto Stuart at F1 Property Maintenance so that they could be replaced.

## 11. OHS Requirements

Last OHS Report Date: N/A

Last OHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

**Notes:** The Manager requests that all Owners advise of any OH&S issues at the property immediately so that action can be taken. Please pass this information onto your Property Manager and/or Tenant if applicable to you.

## 12. Essential Safety Measures

Last ESM Report Date: 09-06-2020

It was noted that an Annual Essential Safety Measures Report will be undertaken and provided as part of the regular ESM maintenance program. The Members of the Owners Corporation resolved by ordinary resolution that on receipt of the Essential Safety Measures Report the Manager will arrange for any rectification works of up to \$1000 to be undertaken. For rectification works of more than \$1000 the Manager will arrange quotes and seek the approval of the Committee and/or Chairperson to proceed. It was noted that a Special Levy may be required to meet the cost of these works.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

## 13. Standing Minutes

No resolution required for this agenda item.

## 14. Annual Budget

### Admin Fund

GL Code	Description	Proposed Amount
02	Caretaking	\$1,122.00
10	Rubbish In/Out	\$480.00
14	Electricity	\$520.00
23	General Expense	\$6,096.60
27	Electrical Repairs	\$2,000.00
42	ESM Inspection	\$450.00
46	Insurance Premium	\$4,000.00
48	Insurance Valuation	\$550.00
49	Admin/Disbursement Fee	\$365.00
47	Insurance Excess	\$500.00
51	Legislative & Compliance Costs	\$440.00
52	Management Fee	\$3,168.00
53	Schedule 2.2 Charge	\$150.00
54	StrataPort/Strata Software Fee	\$158.40
Sub Total		\$20,000.00

### Maintenance Fund

GL Code	Description	Proposed Amount
<b>Nil Maintenance Fund items</b>		
Sub Total		\$0.00
Grand Total		\$20,000.00

The Members of the Owners Corporation resolved by ordinary resolution to approve the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

## 15. Owners Corporation Contributions

Total UOL: 1180

Fee Frequency: Quarterly

Fee Year Start Date: 01-Jul-2021

Instalment Number	Date
1	01-Jul-2020
2	01-Oct-2020
3	01-Jan-2021
4	01-Apr-2021

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	Malcolm D' Souza (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
2	C.Milosevic (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
3	Tom McGrath (UOL: 85)	\$1,440.68	\$1,440.68	\$360.17	\$360.17
4	Louis Lee (UOL: 85)	\$1,440.68	\$1,440.68	\$360.17	\$360.17
5	D.Thy (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
6	Melissa Westerman (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
7	C.Gorovestis (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
8	Mr. & Mrs V.Krisnamoorthy (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
9	Perri Properties Pty Ltd (UOL: 85)	\$1,440.68	\$1,440.68	\$360.17	\$360.17
10	Danni Bassett (UOL: 85)	\$1,440.68	\$1,440.68	\$360.17	\$360.17
11	Michael Harper (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
12	Mr. & Mrs. B. Yetismis (UOL: 105)	\$1,779.66	\$1,779.66	\$444.92	\$444.92
Grand Total:		\$20,000.00	\$20,000.00		

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

## 16. Election Of The Committee

Lot	Owner Name	Committee
1	Malcolm D' Souza	Committee
2	C.Milosevic	--
3	Tom McGrath	--
4	Louis Lee	--
5	D.Thy	Committee
6	Melissa Westerman	Committee
7	C.Gorovestis	--
8	Mr. & Mrs V.Krisnamoorthy	--
9	Perri Properties Pty Ltd	--
10	Danni Bassett	--
11	Michael Harper	Chairperson
12	Mr. & Mrs. B. Yetismis	--

The Members of the Owners Corporation resolved by ordinary resolution to elect a Committee in accordance with the Owners Corporation Act 2006 Part 5 - Committees.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

## **17. Election Of The Chairperson**

Chairperson: Michael Harper

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## **18. Election of the Secretary**

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## **19. Designation Of Public Officer**

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer shall be Clint Johnson, Allison Pooler and the Authorised Contact Persons shall be Jane Rosham.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## **20. Penalty Interest**

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 1, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## **21. Arrears**

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$42 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$142 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 11, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0



## 22. Special Resolutions

No resolution required for this agenda item.

## 23. General Business

### 23.1 Required Plumbing works

The Manager explained that there is various Plumbing works that are required to the property. These works include; unblock storm water system, gutter/downpipe replacement/repairs, roof repairs and meter numbering. Quotes will be obtained and presented to the Chairperson for approval. Owners to note; a Special Levy may be required to be raised to cover the costs of these works.

Moved: Lot 11, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

### 23.2 Abandoned Car

Malcolm advised that there is still an abandoned car in the carpark. The Manager confirmed that this was reported to police; however will follow up with them for attendance.

Moved: Lot 1, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

## 24. Appointment Of The Manager

It was noted that the Owners Corporation is subject to a currently in force Contract of Appointment. The fees will be charged as per the resolved budget.

Moved: Lot 11, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

## 25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 11, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

**Notes:** Michael agreed to sign and return this document to the Manager.

## 26. Details Of Next AGM

Next AGM date: 09-Aug-2021

Location: Teleconference

Address: Teleconference Number 1300 254 410 or (03) 8687 0634

Room: Kim Munn [Pin 2701298]

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 11, Seconded: Lot 5, Votes For: 3, Against: 0, Abstain: 0

**Meeting Closed:** 29-Oct-2020 4:21 PM

P:8

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

**RESIDENTIAL TENANCY AGREEMENT**

**Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008**

This Agreement is made on the **18 January 2019**

**BETWEEN (LANDLORD)**  
Whose Agent is

**Louis Sze Chin Lee**  
Bells Real Estate  
14 Devonshire Road Sunshine Vic 3020  
03 93009007

**AND (TENANT) (1)**

**Dewa Siga Mani Naikar**  
4/117 Anderson Road Albion

**1. Premises**

The LANDLORD lets the premises known as 4/117 Anderson Road Albion VIC 3020

**2. Lease Renewal \$410.00 per fortnight**

**3. Bond** Bond of **\$867.00** already paid to RTBA

In accordance with the Residential Tenancies Act 1997, the Landlord must lodge the Bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the Bond.

If the Tenant does not receive a Bond Receipt from the RTBA within 15 business days of paying the Bond, the Tenant should contact the RTBA on 1300 137 164

**4. Period** The period of the Agreement is 12 Months  
Commencing on the 10th January 2019 and expiring on 9th January 2020

**5. Condition of 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 premises and any common areas.
- (b) the TENANT who becomes aware of damage to the premises must notify the LANDLORD/AGENT 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 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 this 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 neighboring premises.

**9. Quiet Enjoyment**

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

Tenant(s) Initials

*DN*



## 10. Assignment or Sub-letting

- (a) the TENANT must not assign or sub-let the whole or any part of the premises without 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).

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## 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 the section. Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the **Australian Consumer Law (Victoria)**

In these additional terms, "I", "me" or "my" are used to describe the Landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

**\*Please read this important advice about writing:** in these additional terms the word "writing" means all way of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing" : an sms message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices of other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of sms message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or documents.

## 12. Installing goods, making alterations, additions or renovations at my premises

- 12.1 You must ask me in \*writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an sms message to ask me for permission for alterations, additions or renovations.
- 12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of cabling, fasteners, adhesives, poser points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping. This is not a complete list, I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 online at the Parliament of Victoria website <http://www.parliament.vic.gov.au> by going to "Legislation and Bills" then "Current Acts – Victoria Law Today" and following the prompts.)

## 13. Other Use of My Premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose – for example, to provide a home office for your business – you must ask me in \*writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in \*writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

## 14. Utility Charges at My Premises

14.1 I am responsible for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (You can read section 52, 53(1) and 54 of the Residential Tenancies Act 1997 online at the parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)

14.3 If a service is damaged or disconnected because I am, or my managing agent or my contractor is, at fault, I will have the service reconnected or repaired at my cost

Tenant(s) Initials





14.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, you are or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost

14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

#### **15. Insurances for My Premises**

15.1 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

15.2 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

#### **16. Light Globes and Fluorescent Tubes at My Premises**

16.1 You must replace all damaged, defective or broken light globes, spotlights, and/or fluorescent tubes (including starters) at my premises, unless I have, or my managing agent or my contractor has caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

#### **17. You Must Tell me About Defects at My Premises**

17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

#### **18. Damage to My Premises**

18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premise causing damage. This obligation does not apply to me, my managing agent or my contractor.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

18.3 When you become aware of a blockage or defect in the drainage, septic sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible – preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

18.4 If you, or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the blockage or defect.

#### **19. You Will Indemnify Me in Certain Circumstances if things go wrong at My Premises**

19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

#### **20. Smoke Detectors and Heaters at My Premises**

20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not or may not be in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24hrs.

20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

#### **21. Inflammable liquids, Kerosene Heaters and Vehicle and Boat Servicing or Repairs at My Premises**

21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

Tenant(s) Initials

*Ln*



- 21.3 You must not service or repair a vehicle or boat, of any description at my premise, except routine, minor maintenance.
- 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motorcycle, motor trike or trailer. . This is not a complete list. I have provided it to you as a guide only.

## **22. Storage and Removal of Waste and Rubbish at My Premises**

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

## **23. Hanging Washing at My Premises**

- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.

## **24. Looking After the Garden at My Premises**

- 24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2 There are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions; remove weeds, rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list. I have provided it to you as a guide only.
- 24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

## **25. Pets at My Premises**

- 25.1 Before you may have a pet of any description at my premises you must ask for permission in \*writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission, nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

## **26. Assignments, Subletting or Abandoning My Premises**

- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferable within 24 hours, and ask me in \*writing or ask my managing agent in \*writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonable withhold permission to your request to assign or a sub-let. You cannot use an SMS message to ask me for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in re-letting, including-
- 26.2 (a) a pro-rata letting fee; advertising or marketing expenses
- 26.2 (b) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2(a) to 26.2(b) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

## **27. If You Intend To Leave My Premises When Your Tenancy Ends**

- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me, or to my managing agent, when you leave my premises.

Tenant(s) Initials





### **28. Remaining at My Premises After Your Tenancy Ends**

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or my agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form that is not an SMS.

### **29. If I Require My Premises When Your Tenancy Ends**

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agents, will tell you by giving you \*written notice in a form that is not an SMS message.

### **30. Changing The Locks and Alarm Code at My Premises**

30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agents, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.

30.4 If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

### **31. "To Let", 'Auction' and 'For Sale' Signs at My Premises**

31.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final, month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

31.2 You will allow me, or my estate or managing agents, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

### **32 Owners Corporation Rules at My Premises**

32.1 If there is an owners' corporation for my premises, you must comply with the rules of the owners' corporation and any rules amending or superseding them. You can request a copy of the amending or superseding rules.

32.2 You do not have to contribute to owners' corporation capital costs or to other expenses payable by me.

### **33. You Cannot Use Your Bond to Pay Your Rent for My Premises**

33.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

33.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

### **34. Increasing The Rent for My Premises**

34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.

34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the form prescribed for the purpose.

34.3 If this is a periodic residential tenancy agreement –

(a) if I propose to increase your rent; I will give you at least 60 notice; and

(b) the notice I give you will be in the form prescribed for the purpose.

34.4 I acknowledge I must not increase your rent at intervals of less than 12 months

### **35. Receipt of Condition Report/Statement of Rights and Duties for My Premises**

35.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent –

(a) copy of a condition report signed by me or by my managing agent; and

(b) a written guide authorized and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

### **36. Tenant Reimbursement: Late or Non-Payment**

36.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

36.2 For the purpose of clause 38.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorized deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth)

**37. Smoking in Premises** - Smoking is not permitted inside the premises.

### **38. Urgent Repairs**

Bells Real Estate can authorize urgent repairs for a maximum amount of \$1000.00

The Agency's telephone number for urgent repairs is 03 9300 9000

Tenant(s) Initials





**38. Tenant Cannot Grant a Licence or Part With Occupation Without Consent**

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

**39. Carpet Steam Cleaning at End of Tenancy**

The tenant agrees to have the carpets professionally steam cleaned throughout the property upon vacating the premises and a copy of receipt to be provided to the Agent when keys are returned.

**40. Changes in Occupation of My Premises**

40.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.

40.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's re-letting expenses including- 40.2.1 a pro-rata letting fee

40.2.2 advertising or marketing expenses incurred

40.2.3 rental data base checks on applicants

40.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

40.3 The tenant's obligations to pay the landlord's re-letting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

40.4 The tenant will be charged a fee of \$55.00 when a tenant to tenant transfer is requested. This is to cover the cost of application checks, bond transfers, and all other administration processes

**Consent to Electronic Service**

41.1 Express Consent

The TENANT, Click here to enter text.

(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 the email address:

Email address - Click here to enter text. Mobile- Click here to enter text.

OR ( ) Does Not Consent to the electronic service of notices and other documents.

The LANDLORD/AGENT **Bells Real Estate**

(\*) 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@bellsrealestate.com.au](mailto:rentals@bellsrealestate.com.au)

OR ( ) Does Not Consent to the electronic service of notices and other documents

41.2 Inferred Consent

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

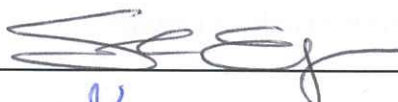
41.3 Change of Electronic Address


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

41.4. Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under sub clause (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 documents are to be served by electronic communication.

Signature of Landlord/Agent  Date: 23/1/2019

Signature of Tenant(s)  Date: 23/1/2019

\_\_\_\_\_  
Date: \_\_\_\_\_