

CONTRACT OF SALE OF REAL ESTATE
UNIT 6 & CARPARK LOT 32, 36 RIDLEY STREET ALBION VIC 3020

SIRIPORN MAUGUERET
AS ADMINISTRATOR OF THE ESTATE OF ADISORN SCOTT
("Vendor")

AND

("Purchaser")



A: Suite 6, 602 Whitehorse Road
Mitcham 3132
T: 03 9874 8878
E: property@tsnlaw.com.au
Ref: 210790 Scott

SCHEDULE 1
Sale of Land Regulations 2005

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: UNIT 6 & CARPARK LOT 32, 36 RIDLEY STREET ALBION VIC 3020

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- * Particulars of sale;
- * Special conditions, if any;
- * General conditions in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962**, as attached and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms in this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER.....on / /2023

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

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

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

SIGNED BY THE VENDOR.....on / /2023

Print name(s) of person(s) signing: **SIRIPORN MAUGUERET**

State nature of authority if applicable: **Administrator of the Estate of Adisorn Scott**

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S AGENT

BELLS REAL ESTATE - SUNSHINE

14 Devonshire Road, Sunshine VIC 3020
E: Tan@bellsrealestate.com.au
T: 9300 9000 M: 0403 214 933 Ref: Tan Truong

VENDOR

SIRIPORN MAUGUERET

As Administrator of the Estate of Adisorn Scott

Care of TSN Law Pty Ltd trading as TSN Law

**VENDOR'S
LEGAL
PRACTITIONER**



Suite 6, 602 Whitehorse Road Mitcham 3132
Email: property@tsnlaw.com.au
Tel: 03 9874 8878 | Ref: **210790 Scott**

PURCHASER

**PURCHASER'S LEGAL PRACTITIONER /
CONVEYANCER**

Tel: Fax: Ref:

PROPERTY ADDRESS

**UNIT 6 & CARPARK LOT 32, 36 RIDLEY STREET
ALBION VIC 3020**

LAND (GC3&9)

Lot **6 & 32** on Registered Plan of Strata Suidivision **006682**
and undivided share in Common Property described as all the
Land in Certificate of Titles Volume **9118** Folios **792 & 818**

GOODS SOLD WITH THE LAND (GC2.3f)

All fixed floor coverings, electrical light fittings, window
furnishings, fittings and fixtures as inspected.

PAYMENT (GC11)

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

GST (GC13)

The price includes GST if any and if the supply made is a taxable supply,
the vendor will apply the Margin Scheme.

SETTLEMENT (GC10)

Is due on _____ of _____ 2023

At Settlement, the Purchaser is entitled to RECEIPT OF RENTS AND PROFITS. RESIDENTIAL LEASE ATTACHED.

TERMS CONTRACT (GC23)

This contract is not a terms contract within the meaning of the Sale of
Land Act 1962.

SPECIAL CONDITIONS

This contract includes **Special Conditions**.

LOAN (GC14)

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

Lender: Loan amount:

Approval date: / / 2023

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the Land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Guarantor: Name:

Address:

Name:

Address:

SIGNED SEALED AND DELIVERED by)
the said Guarantor in the presence of:)

Witness:.....

SIGNED SEALED AND DELIVERED by)
the said Guarantor in the presence of:)

Witness:.....

Special Conditions

1. Acceptance of title

General condition 12.4 is added:

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

2. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies if stated on the Particulars of Sale.

- 2.1** This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2** A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3** Each party must:
 - 2.3.1** be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - 2.3.2** ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - 2.3.3** conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4** The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5** The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6** Settlement occurs when the workspace records that:
 - 2.6.1** the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 2.6.2** if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7** The parties must do everything reasonably necessary to effect settlement:
 - 2.7.1** electronically on the next business day, or
 - 2.7.2** at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8** Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9** The vendor must before settlement:
 - 2.9.1** deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - 2.9.2** direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network

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

3. Sale by Auction

If the property is offered for sale by auction it will be offered at the Vendor's reserve price and the Rules for the conduct of the auction shall be set out in Schedule 1 of the Sale of Land Regulations 2005 or rules prescribed by regulation which modify or replace those Rules.

4. Fractional Interest

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

5. Foreign Investment Review Board Approval

- 5.1** The Purchaser warrants:
- 5.1.1** That the Purchaser (if a natural person) is ordinarily resident in Australia; and
- 5.1.2** That the Foreign Acquisitions and Takeovers Act 1975 (Cth) does not apply to the Purchaser of this sale.
- 5.2** That if the Foreign Acquisitions and Takeovers Act 1975 applies to the Purchaser or to this sale in breach of the warranty contained in this clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty fine or legal costs which may be incurred by the Vendor as a result.

6. Guarantee

If the Purchaser is a proprietary limited company, its directors are all required to guarantee the Purchaser's performance of this Contract by signing the attached guarantee.

7. Purchaser's Default

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in the Contract for the payment of the Balance, the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor, in addition to the interest payable in accordance with the terms of the Contract:

- 7.1** All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- 7.2** Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for payment on the Balance;
- 7.3** Accommodation expenses necessarily incurred by the Vendor;

- 7.4 Storage and transport costs of the Vendor's furniture and other possessions;
- 7.5 Legal costs and expenses as between the Vendor and the Vendor's legal practitioner;
- 7.6 Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase which is reasonably foreseeable as the vendor has sold this property;
- 7.7 A fee of \$220.00 (inclusive of GST) on each occasion to the Vendor's solicitor being the reasonable costs for re-scheduling settlement from the due date and agreed time to such alternative date and time thereafter;
- 7.8 A fee of \$385.00 (inclusive of GST) to the Vendor's solicitor being the reasonable costs of each default; and
- 7.9. A fee of \$990.00 (inclusive of GST) to the Vendor's solicitor being the reasonable costs for each and every Notice of Rescission and/or Notice of Default prepared and served under this Contract.
- 7.10. The Vendor and Purchaser agree and accept that the above fees and costs to the vendor are reasonably foreseeable, and a direct consequential loss suffered by the vendor as a result of the purchaser's breach of the terms of this contract and any deletion or amendment to the amounts noted above shall play no relevance in the vendor's claim for recovery at settlement of its costs resultant in the purchaser's default of any provisions of this contract.

8. Nomination

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance and observance of all the purchaser's obligations under this contract and it shall be a condition precedent to this contract that the purchaser's common law right to nominate shall not apply to such nomination and that:

- 8.1 The named purchaser shall have the substitute or additional purchaser/s sign an acknowledgement of receipt of a copy of the Contract of Sale of Real Estate and Vendor's Statement and provide the statement to the Vendor's Solicitor or representative.
- 8.2 The named purchase shall have the substitute or additional purchaser tender to the vendor's solicitor a copy of their driver licence and passport in order to verify their identity and provide a statement that the nominee has or does not require Foreign Investment Approval.
- 8.3 If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser/s shall deliver personal guarantee/s to the Vendor's representative signed by all the directors of the said incorporated body.
- 8.4 The purchaser and or its nominee shall pay the vendor's reasonably foreseeable legal fees in the amount of \$385.00 (inclusive of GST) on account of the nomination and the reasonably foreseeable costs incurred by the vendor by its solicitor ensuring compliance with the conditions of the nomination, this being the mechanism by which the nomination shall be effected.

9. Bank Cheques

The Vendor may request a maximum number of ten (10) bank cheques at settlement where the sale may not be completed in PEXA.

10. Amendments to General Conditions

- 10.1 General Condition 5 is deleted.
- 10.2 General Condition 18 is deleted.
- 10.3 General Conditions 24.4, 24.5 and 24.6 are deleted.
- 10.4 General Condition 26 is amended by substituting 6% for 2%.

11. Entire Agreement

The parties hereto acknowledge as follows:

- 11.1** No other conditions obligations stipulations terms agreements or provisions whether in respect of the land or otherwise shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations representations warranties arrangements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either of the parties are merged in this Contract and otherwise are expressly excluded and cancelled;
- 11.2** Neither the Vendor's agent nor any consultant, professional advisor or servant of the Vendor has any authority to make any representations warranty arrangement condition or statement binding on the Vendor which is not embodied in this Contract;
- 11.3** Notwithstanding the generality of the foregoing the Vendor shall not be construed as having made any representation or warranty that the land and/or improvements on the land are suitable for any purpose which the Purchaser may have indicated as its intention to pursue or that any permit of any nature whatsoever has been obtained or is available from any relevant authority or that any other land is available (other than as specifically stated in this Contract) or as to the condition of any improvements fixtures fittings or chattels and that entering into this Contract the purchaser has made his own enquiry and relies entirely on his own judgement.

12. Foreign Residential Capital Gains Withholding

- 12.1** Words defined or used in Subdivision 14-D of Schedule 1 of the Taxation Administration Act 1953 (Cth) ("the Act") have the same meaning in this special condition unless the context requires otherwise.
- 12.2** Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission under section 14-220(1) of Schedule 1 to the Act. The specified period in the clearance certificate must include the actual date of settlement.
- 12.3** The special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of the Act ("the Amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or \$750,000.0 where the sale occurs after 1 July 2017 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 of the Act.
- 12.4** The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 12.5** The purchaser must:
 - 12.5.1** engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including performance of the purchasers' obligations in this special condition; and
 - 12.5.2** ensure that the representative does so.
- 12.6** The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - 12.6.1** pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the contract or direction of the representative in accordance with this special condition if the sake of the property settlements;
 - 12.6.2** promptly provide the vendor with proof of payment; and

- 12.6.3 otherwise comply, or ensure compliance with, this special condition;
despite;
- 12.6.4 any contrary instructions, other than from both the purchaser and the vendor; and
- 12.6.7 any other provision in this contract to the contrary.
- 12.7** The representative is taken to have complied with the obligations in special condition 12.6 if:
- 12.7.1 the settlement is conducted through the electronic conveyancing system operated by the Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- 12.7.2** The amount is included in the settlement statement requiring payment to the Commissioner in respect to this transaction.
- 12.8** Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 12.9** The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligations to pay the amount in accordance with section 14-200 of Schedule 1 to the Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 12.10** The purchaser is responsible for any penalties or interest payable to the Commission on account of late payment of the amount.

13. Rates Taxes and Outgoings

All rates, taxes, owners corporation fees, levies, charges and contributions, assessments and other outgoings and charges in respect of the Property shall be borne and paid by the Purchaser as and from the date he becomes entitled to possession and all such outgoings paid or payable will be apportioned between the Vendor and the Purchaser on that day and on a proportional basis save for windfall tax accruing after the day of sale which shall be paid by the purchaser.

14. Mathematical Mistakes

- 14.1** Within 3 months of Settlement a party may give notice to the other that a mathematical mistake has occurred in calculation of an amount paid under this contract.
- 14.2** The parties must correct the mistake and the appropriate amount must be paid by one party to the other if notice is given under this Special Condition.

15. Tax Invoice

General condition 13.3 is replaced with the following:

- 13.3** if the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a),(b) or (c),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the

security agreement that provides for the security interest.

- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 7.14 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

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

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply

made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

14. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

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

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

- must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

VENDOR'S STATEMENT
UNIT 6 & CARPARK LOT 32, 36 RIDLEY STREET ALBION VIC 3020

SIRIPORN MAUGUERET
AS ADMINISTRATOR OF THE ESTATE OF ADISORN SCOTT
("Vendor")

AND

("Purchaser")



A: Suite 6, 602 Whitehorse Road
Mitcham 3132
T: 03 9874 8878
E: property@tsnlaw.com.au
Ref: 210790 Scott

**SECTION 32 STATEMENT
PURSUANT TO DIVISION 2 OF PART II SECTION
OF THE SALE OF LAND ACT 1962**

**VENDOR: SIRIPORN MAUGUERET
PROPERTY: UNIT 6 & CARPARK LOT 32, 36 RIDLEY STREET ALBION VIC 3020**

1. FINANCIAL MATTERS

Information concerning rates, taxes, charges or other similar outgoings and interest payable on any part of them do not exceed \$5,000.00 per annum. The Vendor is not aware of any further amounts for which the Purchaser may become liable as a consequence of the purchase of the property. At settlement, the rates and taxes will be adjusted between the parties so that they each bear the proportion to their respective periods of occupancy.

2. INSURANCE

The property remains at the Vendor's risk until settlement.

3. LAND USE RESTRICTIONS

The Vendor is not aware of any easements, covenants or other restrictions affecting the property which are not disclosed in this statement. The Vendor is not aware of any existing failure to comply with their terms. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables and telephone cables and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against the Certificate of Title to the Property.

PLANNING & ROAD ACCESS

Information regarding planning is contained in the attached Planning Report and there is access to the property by road.

4. BUILDING PERMITS APPROVALS & INSURANCES

Details of Building approvals granted in the past seven years under the Building Contracts Act 1981 or the Building Act 1993 are attached (if any). Insurances effected in the past six years and six months under the Building Act 1993 are attached (if any).

5. SERVICES

Sewer, water, electricity, telephone and gas are connected. The Purchaser should be aware that the Vendor may terminate their accounts with the service providers and the Purchaser will have to have the services reconnected.

6. OWNERS CORPORATION

Owners Corporation Certificate is attached.

7. TITLE

Attached are copies of the Certificate of Title, Plan of Subdivision, Residential Lease and Grant of Letter of Administration.

DATE OF THIS STATEMENT - / /2023

Signature/s of the Vendor/s **X**.....
SIRIPORN MAUGUERET - Administrator of The Estate Of Adisorn Scott

The Purchaser/s acknowledge/s being given a duplicate of this statement signed by the Vendor/s before the Purchaser/s signed any Contract.

DATE OF THIS ACKNOWLEDGEMENT - / /2023

Signature/s of Purchaser/s **X**.....

Signature/s of Purchaser/s **X**.....

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

Page 1 of 1

VOLUME 09118 FOLIO 792

Security no : 124108868526Y
Produced 05/09/2023 05:00 PM

LAND DESCRIPTION

Lot 6 on Registered Plan of Strata Subdivision 006682.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLES :
Volume 03386 Folio 049 Volume 08230 Folio 979
Created by instrument F903218 21/11/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SIRIPORN MAUGUERET of UNIT 1 91 OCONNOR ROAD KNOXFIELD VIC 3180
Administrator(s) of ADISORN SCOTT deceased
AX226601R 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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 RP006682 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER | | STATUS | DATE |
|---------------|--------------------------|------------|------------|
| AX226587G (E) | CONV PCT & NOM ECT TO LC | Completed | 05/09/2023 |
| AX226601R (E) | TRANSMISSION APPLICATION | Registered | 05/09/2023 |

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

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

Street Address: UNIT 6 36 RIDLEY STREET ALBION VIC 3020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP006682

DOCUMENT END

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

Page 1 of 1

VOLUME 09118 FOLIO 818

Security no : 124108868527X
Produced 05/09/2023 05:00 PM

LAND DESCRIPTION

Lot 32 on Registered Plan of Strata Subdivision 006682.
CAR PARK
PARENT TITLES :
Volume 03386 Folio 049 Volume 08230 Folio 979
Created by instrument F903218 21/11/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SIRIPORN MAUGUERET of UNIT 1 91 OCONNOR ROAD KNOXFIELD VIC 3180
Administrator(s) of ADISORN SCOTT deceased
AX226601R 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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DIAGRAM LOCATION

SEE RP006682 FOR FURTHER DETAILS AND BOUNDARIES

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| AX226587G (E) | CONV PCT & NOM ECT TO LC | Completed | 05/09/2023 |
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-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 6 36 RIDLEY STREET ALBION VIC 3020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP006682

DOCUMENT END



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| Document Identification | RP006682 |
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| Document Assembled | 05/09/2023 17:02 |

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LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 26 ARE TWO STOREY BUILDINGS.
THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE

| LOT | RELEVANT STOREY |
|---------------------------|-----------------|
| LOTS 1 TO 6 AND 13 TO 19 | GROUND STOREY |
| LOTS 7 TO 12 AND 20 TO 26 | TOPMOST STOREY |

THE LOWER BOUNDARY OF LOTS 1 TO 26 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 27 TO 52

THE LOWER BOUNDARY OF LOTS 27 TO 52 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS 2.50 METRES ABOVE THAT PART OF THE SITE.

LOTS 27 TO 52 ARE ACCESSORY LOTS.

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

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

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

EXTERNAL FACE OF BRICK WALL: BOUNDARY OF LOTS 27 TO 30 SHOWN BY A THICK CONTINUOUS LINE.

MEDIAN: ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1

LOTS 1 TO 26

COLUMN 2

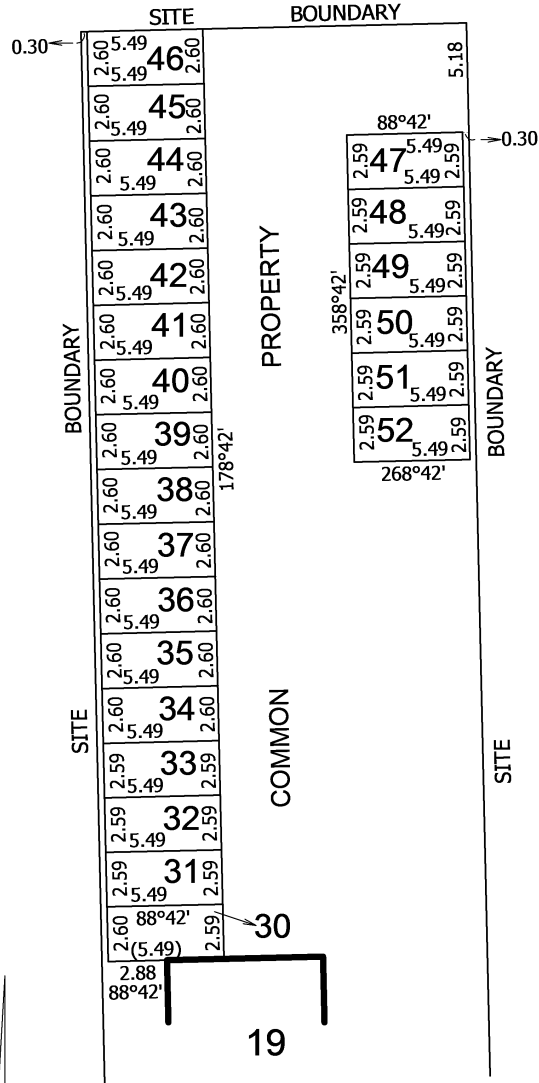
LOTS 27 TO 52

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

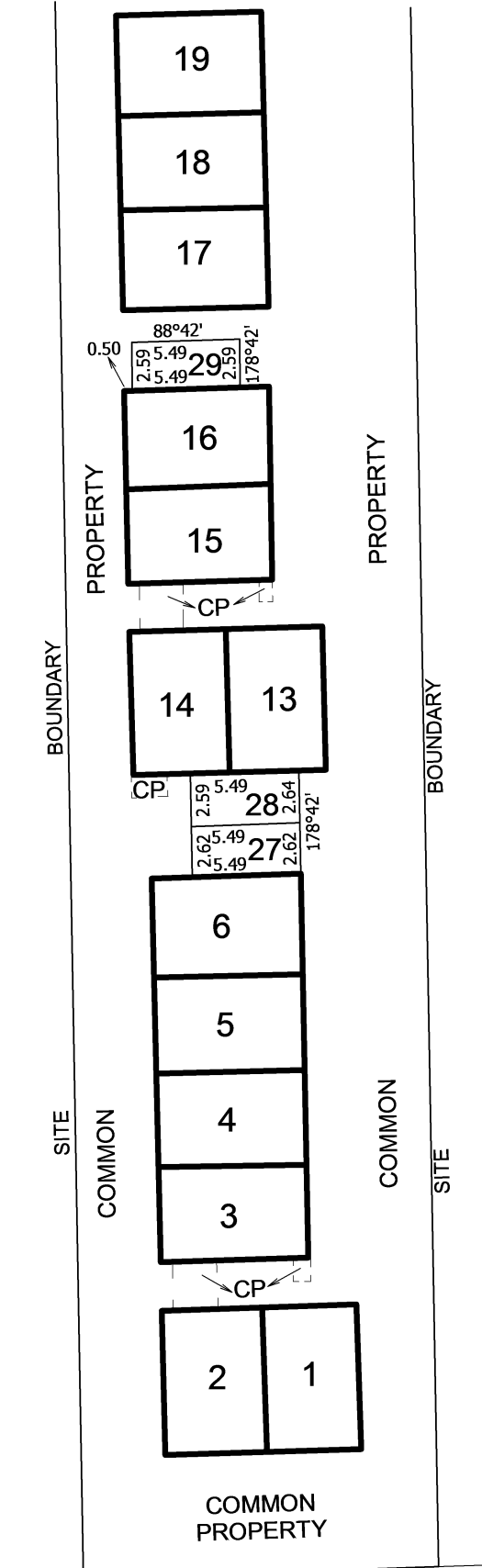
DIAGRAM 1

GROUND LEVEL (PT) &
GROUND STOREY (PT)

SEE ADJACENT DIAGRAM
FOR CONTINUATION



SEE ADJACENT DIAGRAM
FOR CONTINUATION



RIDLEY STREET

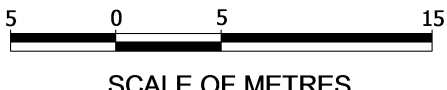
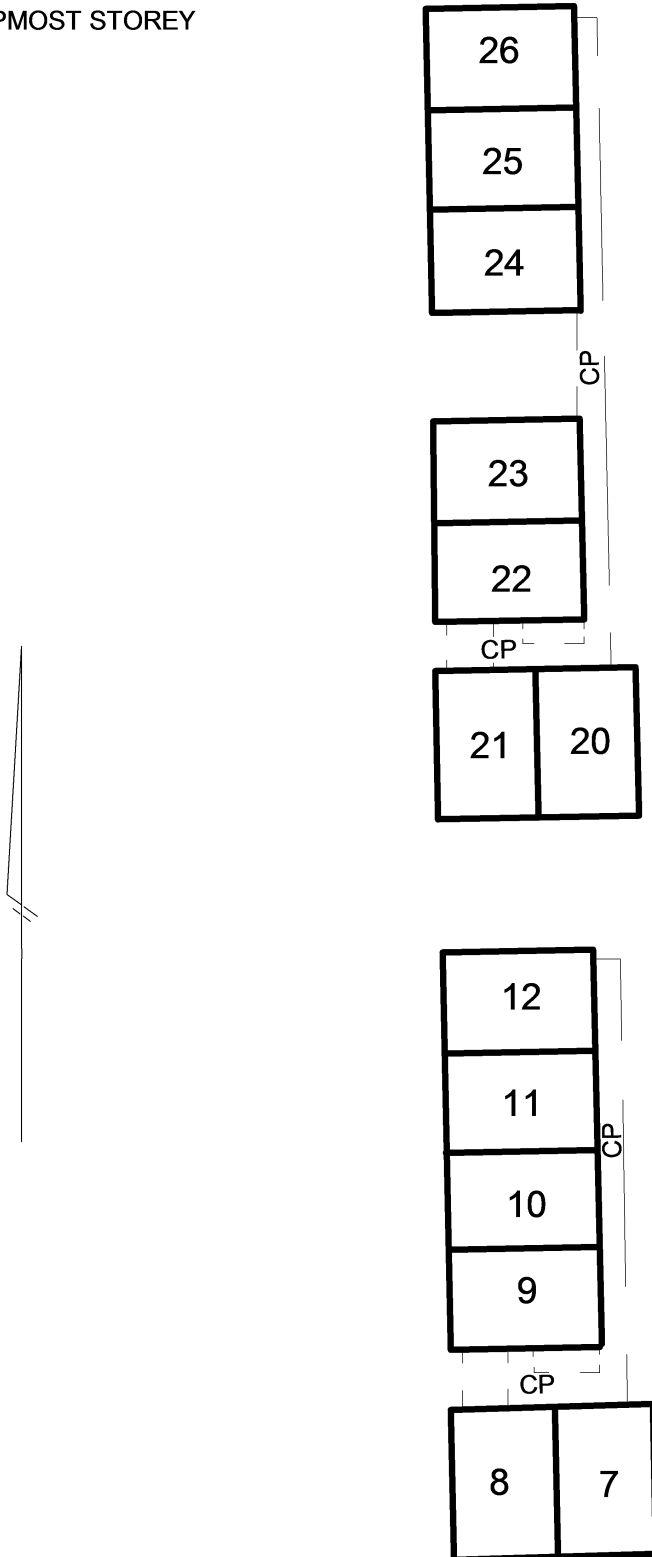


DIAGRAM 2

TOPMOST STOREY



SCALE OF METRES



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. RP006682**

The land in RP006682 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 52.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

34 HAWKER STREET AIRPORT WEST VIC 3042

AS525637U 12/09/2019

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 | 95 | 95 |
| Lot 2 | 95 | 95 |
| Lot 3 | 95 | 95 |
| Lot 4 | 95 | 95 |
| Lot 5 | 95 | 95 |
| Lot 6 | 95 | 95 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2023 05:02:27 PM

**OWNERS CORPORATION
PLAN NO. RP006682**

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 7 | 95 | 95 |
| Lot 8 | 95 | 95 |
| Lot 9 | 95 | 95 |
| Lot 10 | 95 | 95 |
| Lot 11 | 95 | 95 |
| Lot 12 | 95 | 95 |
| Lot 13 | 95 | 95 |
| Lot 14 | 95 | 95 |
| Lot 15 | 95 | 95 |
| Lot 16 | 95 | 95 |
| Lot 17 | 95 | 95 |
| Lot 18 | 95 | 95 |
| Lot 19 | 95 | 95 |
| Lot 20 | 95 | 95 |
| Lot 21 | 95 | 95 |
| Lot 22 | 95 | 95 |
| Lot 23 | 95 | 95 |
| Lot 24 | 95 | 95 |
| Lot 25 | 95 | 95 |
| Lot 26 | 95 | 95 |
| Lot 27 | 5 | 5 |
| Lot 28 | 5 | 5 |
| Lot 29 | 5 | 5 |
| Lot 30 | 5 | 5 |
| Lot 31 | 5 | 5 |
| Lot 32 | 5 | 5 |
| Lot 33 | 5 | 5 |
| Lot 34 | 5 | 5 |
| Lot 35 | 5 | 5 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2023 05:02:27 PM

**OWNERS CORPORATION
PLAN NO. RP006682**

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|--------------|----------------|----------------|
| Lot 36 | 5 | 5 |
| Lot 37 | 5 | 5 |
| Lot 38 | 5 | 5 |
| Lot 39 | 5 | 5 |
| Lot 40 | 5 | 5 |
| Lot 41 | 5 | 5 |
| Lot 42 | 5 | 5 |
| Lot 43 | 5 | 5 |
| Lot 44 | 5 | 5 |
| Lot 45 | 5 | 5 |
| Lot 46 | 5 | 5 |
| Lot 47 | 5 | 5 |
| Lot 48 | 5 | 5 |
| Lot 49 | 5 | 5 |
| Lot 50 | 5 | 5 |
| Lot 51 | 5 | 5 |
| Lot 52 | 5 | 5 |
| Total | 2600.00 | 2600.00 |

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

Statement End.

PROPERTY DETAILS

Address: **6/36 RIDLEY STREET ALBION 3020**

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

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

Local Government Area (Council): **BRIMBANK** www.brimbank.vic.gov.au

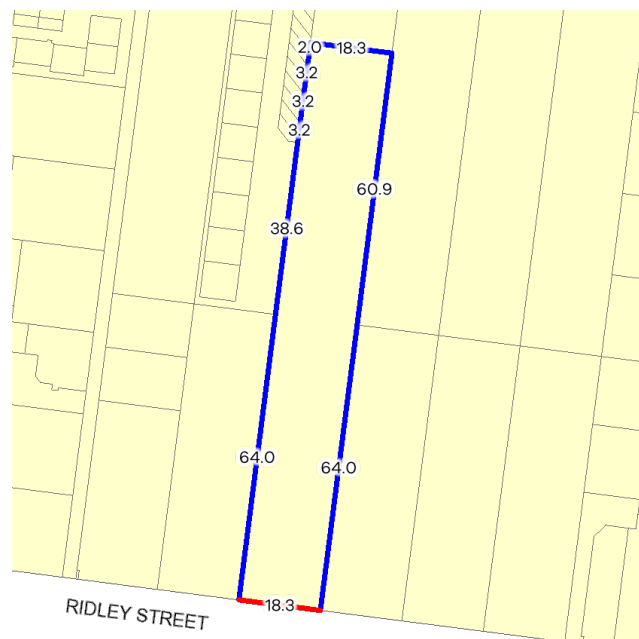
Council Property Number: **731323**

Directory Reference: **Melway 26 F12**

Note: There are 27 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.

SITE DIMENSIONS

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



Area: 2289 sq. m
Perimeter: 287 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.

4 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

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

PARCEL DETAILS

| Lot/Plan or Crown Description | SPI |
|-------------------------------|-----------|
| Lot 6 RP6682 | 6\RP6682 |
| Lot 32 RP6682 | 32\RP6682 |

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **LAVERTON**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

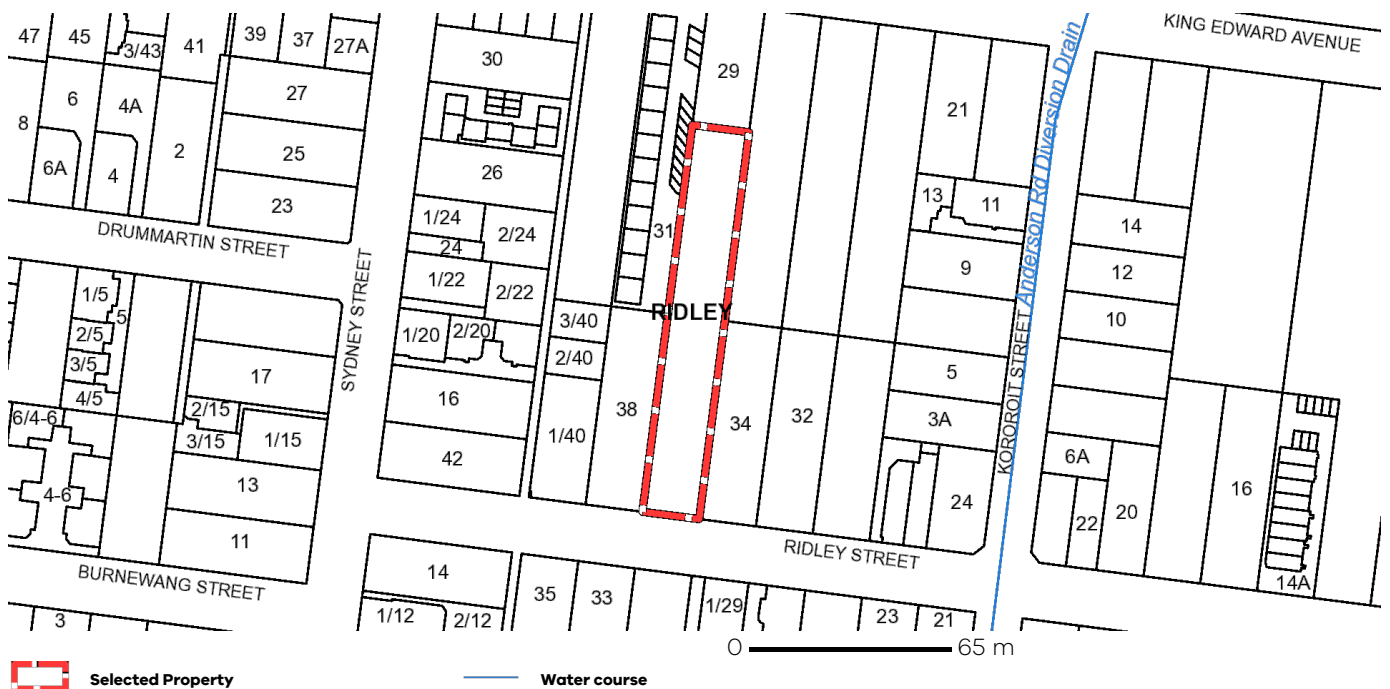
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 08 September 2023 03:45 PM

PROPERTY DETAILS

Address: **6/36 RIDLEY STREET ALBION 3020**
 Lot and Plan Number: **More than one parcel - see link below**
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**
 Local Government Area (Council): **BRIMBANK**
 Council Property Number: **731323**
 Planning Scheme: **Brimbank**
 Directory Reference: **Melway 26 F12**

www.brimbank.vic.gov.au

[Planning Scheme - Brimbank](#)

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **LAVERTON**

OTHER

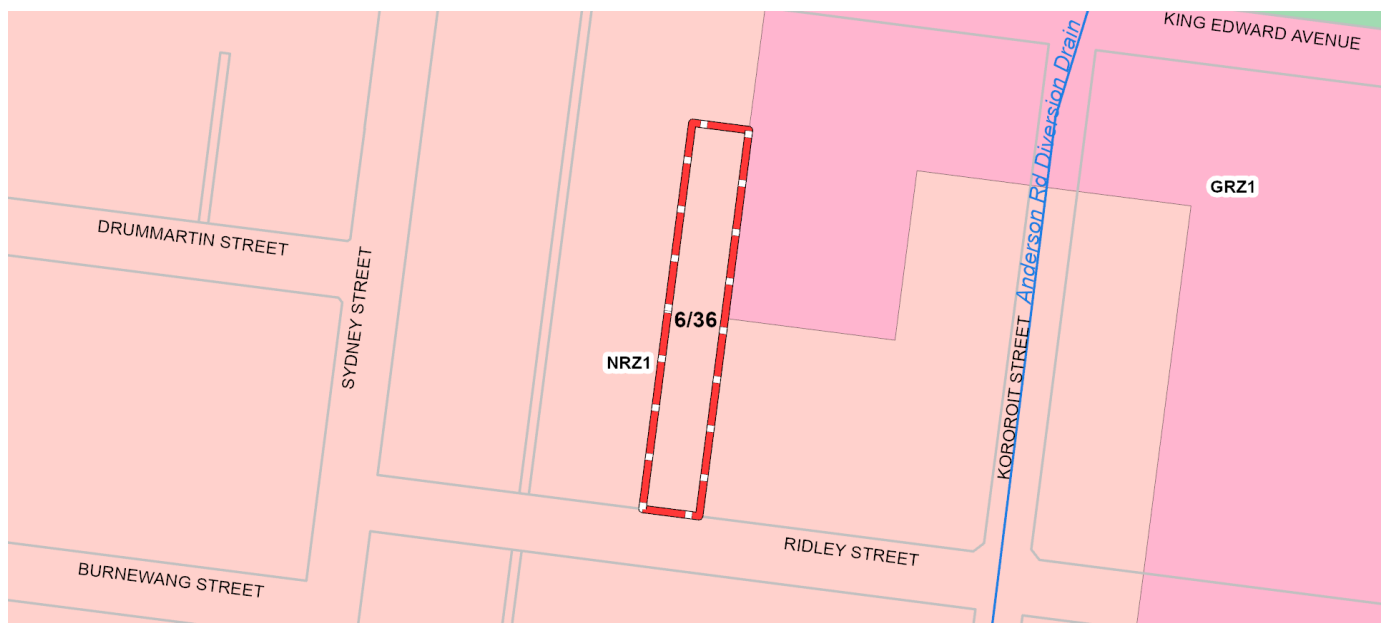
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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

Planning Overlays

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

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



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

[HERITAGE OVERLAY - SCHEDULE \(HO24\)](#)



Further Planning Information

Planning scheme data last updated on 5 September 2023.

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

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

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

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

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

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

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

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

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

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

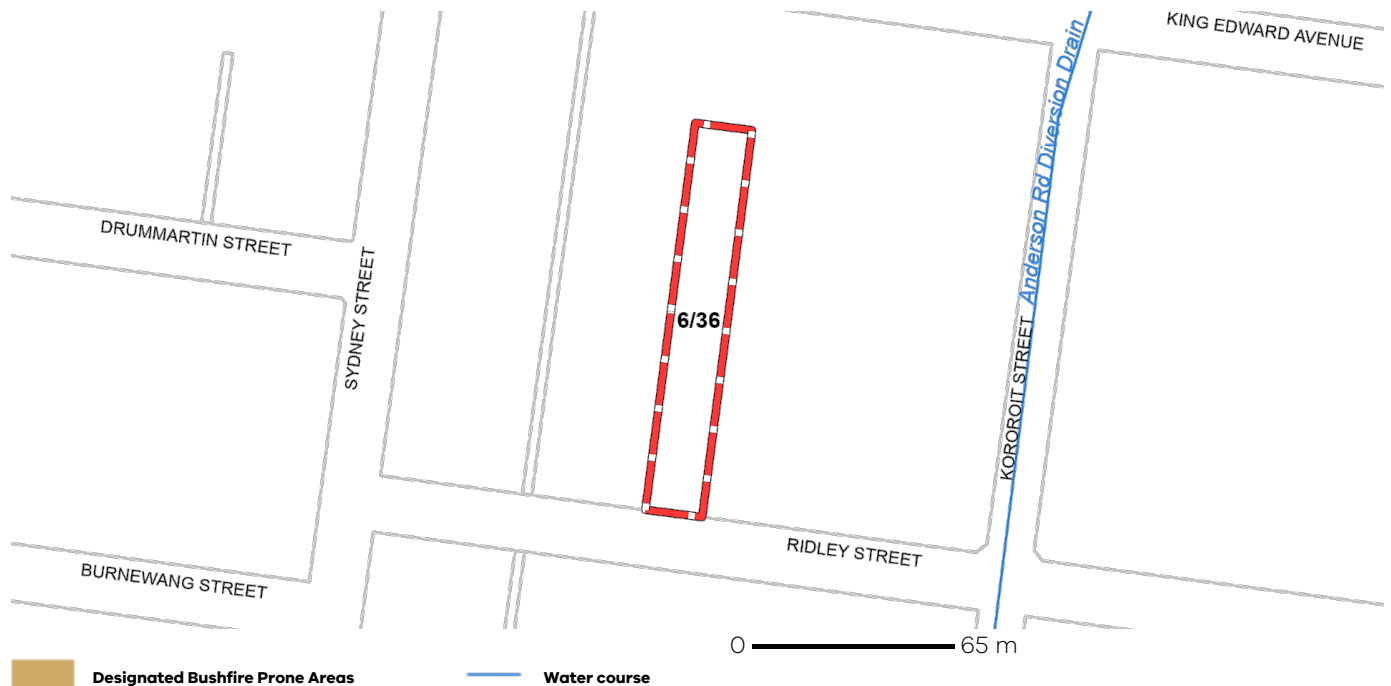
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



Your Reference: 70144609-025-8
Our Reference: 21906
Contact: Erica Szentpaly
Telephone no: 9249 4603

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au

PO BOX 70
Sunshine Victoria 3020

301 Hampshire Road
Sunshine

LANDATA
GPO Box 527
MELBOURNE VIC 3001

| | |
|---------------------------|---------------------------------------|
| Property Address: | 6/36 RIDLEY STREET ALBION 3020 |
| Title Information: | LU: 6 PLN: 6682 |

(a) Details of any permit or certificate of final inspection issued in the preceding 10 years;

| Building Permit/ Approval No. | Date Issued | Description of Work | Occupancy Permit/Certificate of Final Inspection | |
|----------------------------------|----------------|---------------------|-----------------------------------------------------|-----|
| | | | Date | No. |
| NIL | NIL | NIL | NIL | NIL |
| | | | | |
| | | | | |

(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2);

| Statement Details | Date Issued | RBS Name |
|-------------------|-------------|----------|
| Nil | | |

(c) Details of any current notice or order issued by the relevant building surveyor under the Act;

| Building Enforcement Type | Date Issued | RBS Name |
|---------------------------|-------------|----------|
| Nil | | |

PLEASE NOTE:

- Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent enquiries should be made if in any doubt or if any problem is anticipated or encountered.
- All residential properties with existing swimming pools or spas must have compliant safety pool fencing.
- All dwellings must have approved self-contained smoke alarms installed in appropriate locations.

Michael Nigido
MUNICIPAL BUILDING SURVEYOR
BRIMBANK CITY COUNCIL

DATE: 12 September 2023

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Neema Legal C/- triSearch (Website)
135 KING STREET
SYDNEY 2000
AUSTRALIA

Client Reference: 410710

NO PROPOSALS. As at the 5th September 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 6, 36 RIDLEY STREET, ALBION 3020
CITY OF BRIMBANK

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

Date of issue: 5th September 2023

Telephone enquiries regarding content of certificate: 13 11 71



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au
PO BOX 70
Sunshine, Victoria 3020

Rates and Charges for period 1 July 2023 to 30 June 2024.

Your Reference: 70144609-024-1
Assessment Number: 731323

Certificate Number: 108189
Issue date: 06/09/2023

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 6/36 RIDLEY STREET ALBION 3020

Title: LU: 6 PLN: 6682, LU: 32 PLN: 6682
Volume No: Capital Improved Value: \$175,000
Folio No. Net Annual Value: \$8,750
Ward: Harvester Site Value: \$46,000
Effective Date: 1/07/2023
Base Date: 01/01/2023

RATES CHARGES AND OTHER MONIES:

| | |
|-------------------------------------------------------------|-----------------|
| Residential Flats/Units Rate Date Levied 01/07/2023 | \$304.27 |
| Municipal Charge Date Levied 01/07/2023 | \$81.75 |
| 80ltr Environmental Charge Date Levied 01/07/2023 | \$220.48 |
| Public Amenities Cleansing Levy Date Levied 01/07/2023 | \$85.80 |
| Fire Service Levy Residential Charge Date Levied 01/07/2023 | \$125.00 |
| Fire Service Levy Residential Rate Date Levied 01/07/2023 | \$8.05 |
| Rate Arrears to 30/06/2023: | \$0.00 |
| Interest to 06/09/2023: | \$0.00 |
| Other Monies: | \$0.00 |
| Less Rebates: | \$0.00 |
| Less Payments: | \$0.00 |
| Less Other Adjustments: | \$0.00 |
| Total Rates & Charges Due: | \$825.35 |
| Additional Monies Owed: | |
| Debtor Balance Owing | \$0.00 |
| Special Charge: | |
| nil | nil |
| TOTAL DUE: | \$825.35 |

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 731323
Certificate Number: 108189



Biller Code: 93948
Reference No: 00000731323
Amount: \$825.35

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.
More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council.

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'Brendan M'.

AUTHORISED OFFICER

Property Clearance Certificate

Land Tax



INFOTRACK / NEEMA LEGAL

Your Reference: 210790 SCOTT - UNIT

Certificate No: 66794287

Issue Date: 05 SEP 2023

Enquiries: ESYSPROD

Land Address: UNIT 6, 36 RIDLEY STREET ALBION VIC 3020

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---------|-----|------|--------|-------|-------------|
| 6963525 | 6 | 6682 | 9118 | 792 | \$0.00 |
| | 32 | 6682 | 9118 | 818 | |

Vendor: ADISORN SCOTT

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|------------------|------|---------------|------------------|------------------|--------|
| MR ADISORN SCOTT | 2023 | \$47,000 | \$0.00 | \$0.00 | \$0.00 |

Comments:

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------------------|------|---------------|------------------|------------------|-------|
|-------------------------------------|------|---------------|------------------|------------------|-------|

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$180,000

SITE VALUE: \$47,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 66794287

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$47,000

Calculated as \$0 plus (\$47,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66794287

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 66794287

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / NEEMA LEGAL

Your Reference: 210790 SCOTT - UNIT

Certificate No: 66794287

Issue Date: 05 SEP 2023

Land Address: UNIT 6, 36 RIDLEY STREET ALBION VIC 3020

| Lot | Plan | Volume | Folio |
|-----|------|--------|-------|
| 6 | 6682 | 9118 | 792 |
| 32 | 6682 | 9118 | 818 |

Vendor: ADISORN SCOTT

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick

Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 66794287

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073
Ref: 66794280

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 66794280

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1214 9764 2158

DATE OF ISSUE - 5/09/2023

APPLICATION NO.

1147466

LANDATA COUNTER SERVICES

YOUR REF.
70144609-034-0

SOURCE NO. 99904685210

PROPERTY: 6/36 RIDLEY STREET ALBION VIC 3020

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of six hundred and seventy eight dollars and ninety eight cents is payable in respect of the property listed above to the end of the financial year.

| Service Charge Type | Annual charge 1/07/2023 - 30/06/2024 | Billing Frequency | Date Billed To | Year to Date Billed Amount | Outstanding Amount |
|----------------------------------------|--------------------------------------------|-------------------|----------------|-------------------------------|-----------------------|
| WATERWAYS AND DRAINAGE CHARGE - RES | 118.16 | Quarterly | 30/09/2023 | 29.54 | 29.54 |
| PARKS SERVICE CHARGES | 84.86 | Annually | 30/06/2024 | 84.86 | 84.86 |
| WATER NETWORK CHARGE RESIDENTIAL | 206.40 | Quarterly | 30/09/2023 | 51.60 | 51.60 |
| SEWERAGE NETWORK CHARGE RESIDENTIAL | 269.56 | Quarterly | 30/09/2023 | 67.39 | 67.39 |
| TOTAL | 678.98 | | | 233.39 | 233.39 |

| | |
|---------------------------------------------------|---------------|
| Service charges owing to 30/06/2023 | 0.00 |
| Service charges owing for this financial year | 233.39 |
| Adjustments | 0.00 |
| Current amount outstanding | 233.39 |
| Plus remainder service charges to be billed | 445.59 |
| BALANCE including unbilled service charges | 678.98 |

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

| | |
|--------------|----------------|
| Biller Code: | 8789 |
| Reference: | 1214 9764 2158 |



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1214 9764 2158

DATE OF ISSUE - 5/09/2023

APPLICATION NO.

1147466

This statement does not include any volumetric charges from 27/01/2023. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1214 9764 2158

DATE OF ISSUE - 5/09/2023

APPLICATION NO.

1147466

Information given pursuant to section 158 of the Water Act 1989

Consent has been previously given (372/) to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

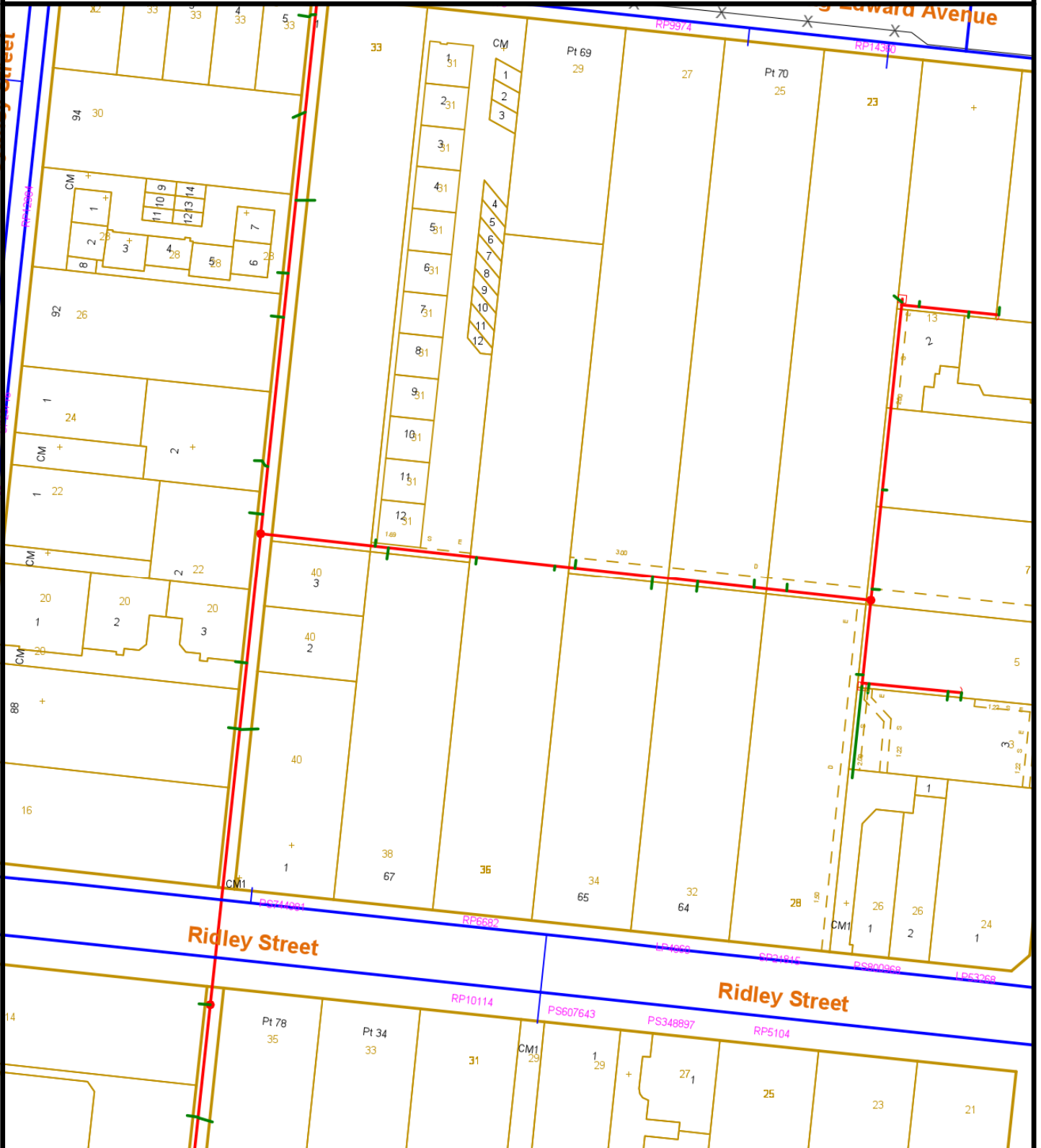
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

3/36 RIDLEY STREET ALBION 3020

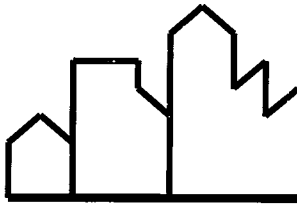
Application No. 1147466



LEGEND

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <ul style="list-style-type: none"> ● Circular Manhole Inspection Shaft Sewer Main Abandoned Sewer Main Water Main Abandoned Water Main | <ul style="list-style-type: none"> Recycled Water Main MW Channel MW Abandoned Channel MW Natural Waterway MW Underground Drain MW Abandoned Underground Drain | <ul style="list-style-type: none"> MW Sewer Main MW Abandoned Sewer Main MW Water Main MW Abandoned Water Main MW Manhole MW Abandoned Manhole | <p style="font-size: small; margin-top: 5px;">Date: 05/09/2023</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|

Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



McKie Property Management

Owners' Corporation Management

ABN 62 128 383 424

Strata Community Australia (Vic.) Member

Tel: 03 9338 4728
Fax: 03 9338 6714

www.mckiegroup.com.au

P.O. Box 140
NIDDRIE 3042

7 September 2023

TSN Law,
Suite 6,
602 Whitehorse Road,
MITCHAM, VIC., 3132.

Dear Sir/Madam,

O.C. 6682: 36 Ridley Street, SUNSHINE: Lot 6

Please find enclosed an Owners' Corporation Certificate in accordance with Section 151 (4) (a) Owners' Corporations Act 2006, pertaining to the above property. We recommend that you bring to the attention of the prospective Purchaser, the relevant Legislation pertaining to Owners' Corporations (*Owners' Corporation Act 2006 and Owners' Corporation Regulations 2018*).

Also enclosed is our tax Invoice.

Please be aware that under the **Provision of Regulation 134 of the Act (Address of New Owners)**, the Owners' Corporation must be advised within one (1) month of the completion of the contract, the name and an Australian address for the new Owner(s). A Post Office Box does not satisfy the requirements of the Victorian Civil and Administrative Tribunal (V.C.A.T.).

Should you be arranging electronic settlement, please contact our office for account and reference details.

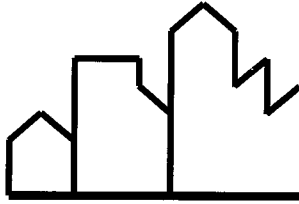
Could you therefore forward the relevant copy of the Notice of Disposition/Acquisition as applicable to maintenance@mckiegroup.com.au.

If we can be of further assistance, please do not hesitate to contact us.

Yours faithfully,


David McKie

Encl.



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Suite 6,
602 Whitehorse Road,
MITCHAM, VIC., 3132.

O.C. 6682: 36 Ridley Street, SUNSHINE: Lot 6

TAX INVOICE

No: MPM – 21852

Preparation of Owners' Corporation Certificate for the above property.

Total (incl. of GST) **\$168.61**

OWNERS' CORPORATION CERTIFICATE

Section 151 (4) (a) OWNERS' CORPORATIONS ACT 2006

Owners' Corporation No. 6682

Vendor: Scott

Purchaser:

Reference:

This certificate is issued for Lot 6 on Plan No. 6682 the postal address of which is 36 Ridley Street, Sunshine, Victoria.

1. The present fees for the above Unit 6 are \$413.85 per quarter (made up of \$317.70 Administration Account and \$96.15 Property Maintenance Fund). Payable in advance on the first day of January, April, July and October.

Fees are fully paid until the *31st of December 2023*

2. Unpaid fees including interest now total

None

3. The following special fees or levies have been struck and are due and payable on the dates indicated (insert details):

None

4. The Owners' Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Refer Annual General Meeting Minutes

5. The Owners' Corporation presently has the following insurance cover:

| | |
|-------------------------|----------------------------------------|
| Name of Company | CHU Underwriting Agencies |
| No. of Policy | HU0010956 |
| Building Amount | \$5.16 Million |
| Public Liability Amount | \$30 Million |
| Type of Policy | Reinstatement, Residential Strata Plan |
| Buildings Covered | 36 Ridley Street, Sunshine |
| Renewal Date | 1 st of May 2024 |

6. The Owners' Corporation *xxx/has not resolved that members may arrange their own insurance under section 63 of the ACT [date of resolution (*if applicable*)].

• *Continued Overleaf*

7. The Owners' Corporation has total funds available of \$56,372.35 (\$5,784.14 Gen. Admin. / \$50,588.21 Prop. Maint.)
8. The Owners' Corporation *xxx/has not submitted any special rules to the Office of Titles.
9. The Owners' Corporation *xxx/has not any contingent liabilities not otherwise shown or budgeted for in items 1, 4 and 5. (Attach details)

None to our knowledge

10. The Owners' Corporation has not granted any lease licence or special privilege affecting the common property except the following:

None to our knowledge

11. The Owners' Corporation has not made any agreement to provide services to members and occupants for a fee except the following:

None to our knowledge

12. The Owners' Corporation *xxx/has not been served any orders within the last twelve (12) months that remain unsatisfied.

13. The Owners' Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:

None to our knowledge

14. No proposal has been made for the appointment of an administrator except as follows:

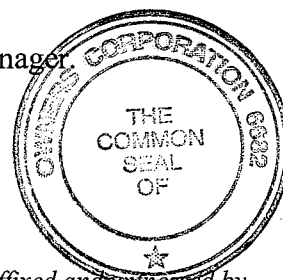
None to our knowledge

15. The Minutes of the most recent Annual General Meeting are attached.

16. The Owners' Corporation *has/xxx xxx resolved to appoint a manager.

Dated this seventh day of September 2023

David McKie
MCKIE PROPERTY MANAGEMENT
P. O. Box 140, Niddrie, Vic., 3042.
Delegated Officer & Managing Agent



The Common Seal was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners' Corporation Act 2006

* Delete if inapplicable

“THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:

1. The information in this certificate is correct to the best of the managing agent's knowledge at the date it is given.
2. The information is subject to change without notice.
3. A verbal update may be provided on request, within 90 days after the issue date.
4. Further information on the matters prescribed can be obtained by inspection of the Owners' Corporation Register.”

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

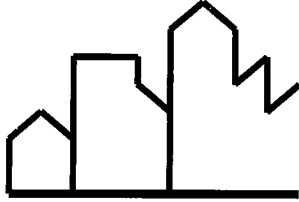
Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE
OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE
RECEIVED IN RELATION TO THE OWNERS CORPORATION
YOU SHOULD SEEK EXPERT ADVICE.



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Owners' Corporation Management

ABN 62 128 383 424

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www.mckiegroup.com.au

P.O. Box 140
NIDDRIE 3042

Minutes

Minutes of the Annual General Meeting of O.C. 6682 situated at 36 Ridley Street, Sunshine held at 4:00pm on Monday the 17th of July 2023 via the Zoom online platform.

Commenced: 4:00pm.

Present: Peter McKie Holdings - Peter McKie (U21), Jane Truong (U16) and David McKie of McKie Property Management

Apologies: None

Proxies: Chung Minh Nguyen (U26) and Khanh Nguyen (U8) both in favour of David McKie

Election of Chairperson David McKie was elected chairperson for the purposes of the meeting and declared there was not a quorum present, therefore minutes of the meeting will remain interim minutes for a period of twenty-eight (28) days. ****

Minutes Confirmed: The minutes of the last meeting held on the 27th of June 2022 were acknowledged

Matters

Arising: Deferred to General Business

Elections of Office Bearers: Committee: A. Haysom (U20), P. McKie (U21) & G. Issa (U18)

Managers: McKie Property Management was re-appointed. Please note that the Manager holds sufficient Professional Indemnity Insurance, is a current Member of Strata Community Australia (Vic.) and is Licensed with the Business Licensing Authority as per the Legislation.

Insurance: Insurance details were discussed and it was agreed to hold the sum insured at \$5.16 Million and the Property Owners' Liability at \$30 Million. It was noted that there is an excess applicable on all claims and it was agreed that each Lot Owner would wear the excess for their Unit.

Essential Services: A Safety Assessment has been completed on the common areas of the property. The property has been classified as Class 2 which means annual audits are required. Owners must still ensure that the common areas are maintained and the area is compliant at all times.

Financials: Were Read and accepted.

Moved: P. McKie (U21)

Seconded: J. Truong (U16)

Budget: Read, discussed and accepted.

Moved: P. McKie (U21)

Seconded: J. Truong (U16)

Fees: Contribution fees to remain at \$43,000 per annum (split \$33,000 General Administration and \$10,000 Property Maintenance, struck as per the Units of Liability as per the Plan of Subdivision). Payable in advance on the 1st day of January, April, July and October. It was noted that any unbudgeted expenditure may require a Special Levy.

Moved: P. McKie (U21)

Seconded: J. Truong (U16)

Arrears: An administration Fee will be charged by McKie Property Management, to those Owner(s) with amounts overdue, on each occasion a communiqué is forwarded.

Owners in Arrears may be subject to Legal action through V.C.A.T. and/or the Magistrates Court and may incur Legal fees as a result of any recovery action taken.

**General
Business/
Manager's
Report:**

Trench repairs: The Manager informed the meeting that the Contractor has been issued the work order to proceed.

Driveway and carpark repairs: It was noted that after the above works, the remaining repairs to be discussed at future forums.

Cracking: Discussion took place and it was agreed that a follow-up Engineer's inspection to take place. The follow-up report to include the walkway concrete. The meeting was informed that the previous report was dated 2010.

Mice: Concern was raised by Ms. Haysom. It was agreed to engage a Pest Controller.

Insurance Excess: Owners acknowledged that any insurance claim excess for an individual Lot, be covered by the individual Owner. The Manager noted that the Insurance Claim in the financials was a common area fence.

Caretaking: Discussion took place and it was agreed to retain the status quo.

Sewer Stack: The Manager presented a quotation to replace the sewer stack near Unit 1 as it has started to leak in a number of places and is causing water ingress. Owners in attendance agreed to proceed.

Windows: Please note that individual Owners are responsible for the replacement/repair of Unit windows. It was noted that failure to maintain Lot property may result in Insurance Claims being denied. It was further noted that the Owners' Corporation does not take responsibility for any individual Lot Owners' windows causing injury and/or harm as per the Plan of Subdivision. The liability is therefore on the individual Owner. Contractors that could possibly assist Owners with this work:

- Regency Windows - 9464-0533
- Reivers Industries - 9464 2999

Electrical: Please note that each Unit has a maximum of 32amps of current.

Refer Appendices for Owner Responsibilities and Notations.

Should you require After Hours emergency assistance call Victoria State Emergency Service (SES) on 132 500 from anywhere in Victoria. For life-threatening emergencies call Triple Zero (000). An After Hours Emergency contractor can be contacted on 0412 779 719 however costs apply should the callout relate to a lot owners responsibility.

Correspondence information:

- *General Administration issues – admin@mckiegroup.com.au;*
- *Maintenance issues – maintenance@mckiegroup.com.au;*
- *Information queries – info@mckiegroup.com.au*

Close: There being no further business David McKie thanked those present for their attendance and contribution. Meeting closed 4:15pm.

Interim Decisions: *As a quorum was not present at this meeting, all decisions made are interim decisions only. Section 78 (Sub-section 4) of the Owners' Corporation Act 2006 provides that twenty-five percent of the members may petition a further meeting within 29 days of the date of the original meeting. If there is not a petition then the interim decisions of the meeting become the decision of the meeting.*

Please read these minutes and contact us within 7 days if you believe they do not reflect the proceedings of the meeting.

Appendices (as applicable):

- **Manager** – Please note that the Manager holds sufficient Professional Indemnity insurance with Chubb, is a current Member of the Strata Community Australia (Vic.) and is Licensed with the Business Licensing Authority (Registration Number 000152) as per the Legislation.
- **Manager's Duties** –
Please be aware that McKie Property Management perform the following functions on behalf of the Owners' Corporation by way of the Instrument of Delegation in which authorisation forms part of these Minutes:
 - Secretarial (Refer below);
 - Accounting (refer Fees and Arrears);
 - Debt Recovery (Arrears and Penalty Interest);
 - Insurance (refer Insurance);
 - Meetings (refer Annual & Special General Meetings);
 - Dispute Resolution (refer Consumer Affairs);
 - Repairs and Maintenance (refer below); and
 - Additional duties and exclusions (refer below).
- **Owners' Corporation Contract of Appointment**–
Queries regarding the Contract of Appointment can be made to Consumer Affairs.
- **Executive Committee** –
The Owners' Corporation grants and acknowledges the Executive Committee the following powers (if applicable):
 - The power to arrange and hold Executive Committee Meetings, with a copy of the minutes to be disseminated to all owners;
 - The power to ratify which projects are to proceed and/or rolled over to the next Annual General Meeting, based on projects raised at this Annual General Meeting;
 - The power to decide on how a project is to be financed. Specifically the number of installments, should a Special Levy be required or whether the General Maintenance allocation be used.
 - A resolution of the Committee of an Owners' Corporation in respect of any matter within its functions and powers, has the effect as a resolution of the Owners' Corporation;

<http://www.consumer.vic.gov.au/housing-and-accommodation/owners-corporations/meetings-and-committees/committees>

 - Lot Owner(s) are ineligible to be elected as a Member of the Committee if there are arrears for any amount of fees or other amount owing to the Owners' Corporation and
 - An Owners' Corporation may, by ordinary resolution at a general meeting, determine that a matter or type of matter that may be determined by ordinary resolution, may be determined only by ordinary resolution of the Owners' Corporation at a general meeting. As above, it was agreed by ordinary resolution that the termination of the manager may only be conducted by ordinary resolution at a general meeting of the Owners' Corporation..
- **Insurance** –
It is now mandatory that Owners' Corporations carry out Insurance Valuations at least every five (5) years, to ensure the replacement value is sufficient to reinstate the property.

The last Insurance Valuation was carried out: 24/07/20 _____

Financial Services Guides and Product disclosure statements relating to insurance are available upon request.

Please be aware that a Special Levy and/or Special Levies may be applicable, should an excess and/or excesses be applicable during a financial period AND there is insufficient funding to cover the excess and/or excesses, WHERE an Owners' Corporation has agreed to cover the excess and/or excesses.

The Insurance Broker advises that the building policy does not cover personal fixtures and fittings nor Public Liability within your property or on your accessory unit (if applicable). This includes carpets, light fittings, drapes and blinds. It is in your interest to ensure these items are covered under a contents or landlords policy.

It was pointed out that the replacement of batteries in smoke alarms in the Units needed to be carried out, even if the alarms are electric. Furthermore, there is a recommendation from Electricians, that smoke alarms be replaced at least every ten (10) years, this includes both battery operated and hard-wired varieties. Please consult with your Electrician for further information.

Insurance Claims that are lodged directly through the Insurance Underwriter/Broker, may incur the cost of the applicable excess to the individual Lot.

Please be aware that the Insurance Underwriter will require you to obtain a Police Report for certain types of Insurance Claims, in order for them to be lodged. It is your responsibility to obtain this Report.

McKie Property Management are Authorised Representatives of Resolute Property Protect and therefore are only permitted to lodge Insurance Claims on behalf of Owners' Corporations, that have Insurance Policies through Resolute Property Protect.

McKie Property Management receive a commission from the Insurance Underwriter for the services rendered as part of procurement, adjustment and/or lodgement of Insurance documentation on behalf of the Owners' Corporation. This commission does not increase the total cost payable by the Owners' Corporation but is rather shared by the Insurance Underwriter from the base premium payable as a percentage.

Owner Responsibility:

In addition, please note that items falling under the responsibility of an Occupant or Lot Owner and not the Owners' Corporation, are required to be maintained. Failure to attend to maintenance issues of these items, may result in them being held personally liable for any loss or damage that may subsequently occur to the insured premises. Furthermore, the individual Lot Owner may incur the applicable excess, for any such claim lodged, where it was found to be a result of a lack of maintenance on the part of the individual Lot Owner on the property of the individual Lot Owner.

Please note that it is the responsibility of the individual Owner to notify the Manager of any changes in Tenancy details (including Industry type). This is a requirement of the Insurance Underwriter with respect to the associated risk.

Policies carry an excess on all claims. Please be aware that certain types of claims can attract a higher excess amount from the Underwriter. Please be also aware that the Owners' Corporation may assign the payment of an excess, to an individual Owner. It is also noted that in instances where there are insufficient funds and/or a tight budget, an Owner may be expected to cover the excess (if applicable) and/or the cost of the repairs if less than the excess. The Owner may request at the next available Annual General Meeting, the reimbursement of the excess (if applicable) or cost of the repairs if less than the excess.

- **Essential Services -**

There is now an obligation for all pre-2004 buildings to comply with asbestos safety obligations to assess, monitor, report and if necessary, removal of any asbestos in the building. It has been recommended by Consumer Affairs to undertake an Asbestos survey to determine whether asbestos is evident.

Owners have agreed that an Asbestos Audit would be completed, should the Owners' Corporation carry out any works that would penetrate the structure of the building.

The last Asbestos Audit was carried out: not known

Owners' Corporations have an obligation to comply with the necessary Essential Safety Measures and Occupational Health and Safety Legislation. It is recommended by the Manager to carry out Annual Essential Safety and Occupational Health and Safety Audits. The Manager advises that the Owners' are ultimately responsible for the safety and maintenance within the Common Areas and must ensure the Common Areas are compliant with respect to the necessary Legislation. Please be aware that the Manager is not a Building Consultant, Building Surveyor nor an Engineer and cannot access the obligations for reporting under the Legislation. An Owners' Corporation is also under the legislation, a person in control of a business undertaking. A person for this purpose may be an actual living person or a corporate entity such as an Owners' Corporation.

The last ESM and/or O/H & S Audit was carried out: 29/03/22

- **Fees –**

All Fees and Levies must be paid by the Due Date as shown on the Contribution Fee Notice(s). If Fees are overdue as per the Owners' Corporation Legislation, the Owners' Corporation grants McKie Property Management, the power to charge a reasonable administration Fee, for the additional duties required to process and facilitate the procedure, for the preparation of a Final Fee Notice(s) and furthermore, the power to charge a reasonable administration Fee for any possible subsequent administrative duties as required should the collection process proceed to V.C.A.T. and/or the Magistrates' Court. Should a quorum (refer below for definition) not be in attendance at this Annual General Meeting, then any administration fee(s) levied by McKie Property Management, shall fall under the interim decision (refer above).

Please note that your Accountant should be able to assist you with any queries you may have regarding the Financials. As per the Legislation, enquiries relating to the supply of detailed information relating to the

Financial Statements are subject to an hourly rate applicable to the Individual Owner requesting the information.

Special Levies: The Owners' Corporation Act 2006 includes details on how Special Levies can be struck. When an Owners' Corporation strikes a Special Levy for repairs, maintenance or the upgrade of Common Property, the Owners' Corporation must consider if the work is for the benefit of only some lots. If this is the case, the Special Levy can be struck on the basis of substantial benefit.

- **Arrears –**
Owners in Arrears may be subject to Legal action through V.C.A.T. and/or the Magistrates Court and may incur Legal fees as a result of any recovery action taken (Sections 29, 31 and 32 of the Owners' Corporation Act 2006).
- **Penalty Interest –**
If applicable is based on the relevant Legislation and majority Owner decision at an Annual General Meeting.
- **Notations –**
Gutters/Downpipes: Please note that the maintenance, repair and/or replacement of gutters and downpipes are the responsibility of the Owners' Corporation as per the Plan of Subdivision.

Bins: Please be aware that you must contact the Council for any repair and/or replacement to your Landfill and/or Recycling bin(s).

Windows: The Plan of Subdivision shows that the replacement of the individual Lot/Unit windows is the responsibility of the individual Owner.

Roof: Please be aware that the Owners' Corporation is responsible for any maintenance and/or repair of the Common roof as shown on the Plan of Subdivision.

Quotations: Please be aware that a fee may be charged by the Contractor.
- **Model/Special Rules –**
*Model Rules:
Please be aware that the Owners' Corporation Model Rules apply to this Owners' Corporation.*
- **Change of Owner Details (incl. address) –**
In accordance with the Owners' Corporation Act, it is the responsibility of the Owner to inform the Owners' Corporation of any change in name and/or address.

Where the Property is Owned in the name of a Trust, Super Fund, Company, et al, a copy of the company search – detailing the individual Director must be provided. This can be obtained via the A.S.I.C. website www.asic.gov.au .

We require a copy of the Notice of Disposition and/or Notice of Acquisition upon settlement. Please be aware that under the Provision of Regulation 134 of the Act (Address of New Owners), the Owners' Corporation must be advised within one (1) month of the completion of the contract, the name and an Australian address for the new Owner(s). A Post Office Box does not satisfy the requirements of the Victorian Civil and Administrative Tribunal (V.C.A.T.).
- **Ballots –**
Phone, electronic mail and/or postal ballots require a majority decision to proceed. Some ballots only require greater than fifty percent (50%), others may require seventy-five percent (75%) or a Unanimous decision (100%). The details of which majority decision will be shown on the ballot or can be found at Consumer Affairs. Unless a majority decision is reached, the details of the ballot will remain on file for possible discussion at the next Annual General Meeting. An administration fee may be applicable.
- **Annual & Special General Meetings –**
As part of our compliance with the O/H&S Legislation, it is necessary that Annual General Meetings commence and conclude within office hours. Strata Community Australia Vic. recommends that meetings finish by 5:00pm, to ensure the safety of the Managers and the Owners' Corporation Members.

Unless a medical emergency, mobile phones should be placed in airplane or silent mode.

In order to facilitate the needs of the Owners' Corporation, only one person may speak at a time.

All Annual General Meetings are allocated one (1) hour. Meetings that are in excess of one (1) hour will be charge as per the Legislation.

All efforts are undertaken by our office when arriving at a time and date for holding the Annual General Meeting. Timeslots are reviewed periodically and will be subject to change using a best endeavours approach, within the Legislative requirements of the Occupational Health and Safety Act and guidelines from the Strata Community Association. Due to the high demand for certain timeslots, no changes will be permitted. The only exception being a majority of Owners agreeing in writing, to a change of date and payment of \$330.00 (incl. GST) for administration.

With the advent of Hybrid-Virtual Annual General Meetings, there are strict compliance issues that must be adhered to. We must follow A.S.I.C. guidelines and the Corporations Act Regulations. We also need to consider the Discrimination Act, to ensure that no Members are being Discriminated against. Hence why the Hybrid component with the inclusion of the feedback documentation.

Under the Occupational Health & Safety Regulations, all Staff and Members of the Owners' Corporation must feel safe. Therefore no aggression will be tolerated towards another Member of the Owners' Corporation and/or Staff Member. Failure to comply during the Meeting, will mean immediately expulsion from the Meeting.

- **Disputes – Consumer Affairs (V.C.A.T. / D.S.C.V) –**
In accordance with the appropriate Legislation, disputes between Owners may proceed to the Victorian Civil and Administrative Tribunal or alternatively the Dispute Settlement Centre of Victoria, if unable to be amicably resolved. Owners can complete the necessary documentation with Consumer Affairs. Any attendance on behalf of the Owners' Corporation by McKie Property Management, must be approved by a majority decision and will result in our hourly fee being charged to the Owners' Corporation.
- **New Building Warranty Issues –**
Any structural issues must be taken up with the Builder/Developer with respect to the Building Warranty.
- **Exterior/combustible cladding –**
Any Owners' Corporation identified by the Victorian Building Authority as having Combustible Cladding, must consider the directions from the Victorian Building Authority and/or Municipal Council. The Victorian Building Authority has produced a Fire Safety tips for all Residents document:
<https://www.vba.vic.gov.au/cladding/fire-safety-on-balconies>
- **Fences –**
Where fences are deemed part of the Common Property (refer Annual General Meeting minutes and/or Plan of Subdivision), whether shared with a neighbour or not, only urgent fence repairs/replacement (that is the fence has fallen over due to storm damage), will the following apply:
 1. Two (2) quotations to be obtained if possible;
 2. The cheaper to be selected (if applicable);
 3. Copies to be sent to all Owners for their records;
 4. Copies to be sent to the corresponding neighbour(s)(if applicable) for their authority to proceed based on a half-share basis;
 5. A Special Levy struck (if applicable) based on a half-share basis;
 6. This does not include wing fences (otherwise known as block-off fences); with
 7. All other fence repair/replacement issues being discussed at the next available Annual General Meeting.
- **Contractors –**
All Contractors engaged to carry out works on behalf of the Owners' Corporation, must provide Public/Professional Indemnity Insurance (as applicable) and if required Work Cover/Work Safe licensing. All works must be carried out as per the appropriate Job Safety Analysis (JSA). Please be aware that any Contractor engaged by the Owners' Corporation that does not meet the above obligations, that the Owners' Corporation accepts any and all liability for any claim which may arise by an act or omission of the Contractor.
- **Quorum –**
The Owners' Corporation Act 2006 defines a quorum as Owner representation of at least fifty (50) percent of the total vote or if this is not available, then fifty (50) percent of the total lot entitlement.
- **Resolved –**
Agreement by a majority of Owners.

- *Hoses –*
 With the recent issues regarding the failure of braided hoses due to expiration dates, it has been recommended by the Insurance Underwriter, that braided hoses be replaced prior to the expiry dates as shown on such hoses. Should a hose not show an expiration date, the recommendation by the Insurance Underwriter is to replace such hoses every ten (10) years or earlier.
- *Halogen Downlights –*
 The Metropolitan Fire Brigade have stated that halogen lights are dangerous when they come into contact with combustible roofing insulation. Please be aware that there appears to be an impending National Ban on the sale of Halogen Lights. It is recommended by Energy Safe Victoria and the Lighting Council of Australia that Owners should replace all Halogen lights with LED lights.
- *Items/Issues raised Outside of an Annual General Meeting –*
 Items and/or issues raised outside of the Annual General Meeting, unless urgent, will be deferred to the next Annual General Meeting for discussion and/or ratification. This is to ensure fair and equitable discussion amongst all Owners and provides the correct avenue for fiscal responsibility for the Owners' Corporation. This includes but is not limited to correspondence received from individual Owners regarding projects/items/queries. Additional fees may otherwise be applicable to the individual Owner.
- *Breach Notices and Extraordinary correspondence –*
 Please be aware that a fee will be applicable to the Lot Owner, should a Breach Notice be issued by McKie Property Management. Furthermore, any Owners' Corporation that requires an extraordinary communiqué issued to any and/or all Residents/Occupants, the Owners' Corporation and/or Individual Owner may be charged an associated fee.
- *Projects –*
 Due to the complexity of projects/repairs/maintenance/improvements, an Administration Fee will be applicable to the Owners' Corporation, based upon the Strata Community Association fee guidelines.
- *Office Hours & Policy –*
 Our office is open Monday to Thursday, 9:30am to 4:30pm for phone calls and e-mails. Under the Occupational Health & Safety Regulations, all Staff must feel safe. Therefore, any aggression will not be tolerated towards any Staff Member. Failure to comply, may mean your telephone call is terminated and/or your electronic mail unanswered and/or you will be requested to leave our office. The Police may also be contacted.
- *Lot Owners' Management and Effective Control –*
 The Owners' Corporation Act 2006 states that an Owners' Corporation is to be managed by or under the control of the lot Owners. This means that the management of the Owners' Corporation is at the direction of the lot Owners and provides clarification of the obligations of the members of the Owners' Corporation.

 Owners' are therefore ultimately responsible for the direction and instruction of Contractors engaged by the Owners' Corporation. This appointment recognises that the Owners' Corporation has control of the common property.
- *Owners' Corporation Education –*
 The Owners' Corporation Act 2006, states the roles and responsibilities of both the Manager and the Owners. Under this Legislation, it is the individual Owners' responsibility to educate themselves and/or seek out resources, regarding their specific responsibilities as part of an Owners' Corporation.

 Prospective Owners: Possible resources for prospective Owners include but are not limited to the Vendor, the Sales Agent and/or Conveyancer. The Manager may be able to assist with basic queries but queries requiring a formal response may incur a fee to the party raising the query. The cost of which is based on the Strata Community Association Schedule of Fees;

 Current Owners: Possible resources for current Owners include but are not limited to Consumer Affairs, the Insurance Broker and/or Underwriter and/or Other Owners. The Manager may be able to assist with basic queries but queries requiring a formal response may incur a fee to the party raising the query. The cost of which is based on the Strata Community Association Schedule of Fees
- *Occupancy Permits –*
 It is the responsibility of the Owners' Corporation to display the Occupancy Permit for the Common Areas (where available), for certain Owners' Corporation types (Classes 2 to 9 inclusive) and only for Owners' Corporations built after the 1st of July 1994 as per the Victorian Building Authority

 It is the responsibility of the Individual Lot Owner(s) to display the Occupancy Permit for their Individual Lot(s) (Classes 2 to 9 inclusive) for Lots built after the 1st of July 1994 as per the Victorian Building Authority.

- *Privacy Legislation*

As per the Victorian State Government *Owners' Corporation Act 2006*, Owners are permitted to obtain a copy of the Owners' address details from the Register, for their own records. However, the Australian Government *Privacy Act 1988* does not permit these records from being disseminated to a non-authorised third party.

These Minutes are confidential and are intended solely for the use of the Owners' Corporation Members and/or nominated/approved third parties. Any personal and/or sensitive information contained in these Minutes must be handled in accordance with the *Information Privacy Act 2000*. These Minutes must not be disseminated, forwarded, printed nor copied, without the approval of the Owners' Corporation Members. If you have received these Minutes in error, please immediately notify us by telephone and destroy these Minutes. These Minutes are also subject to copyright. No part may be reproduced, adapted nor communicated without the written consent of the Owners' Corporation. Any personal information in these Minutes must be handled in accordance with the *Privacy Act 1988 (Commonwealth)*.

- *Social Media*

Due to the current Legislation regarding Social Media and Fake News, McKie Property Management have decided to abstain at this time, from entering into any position regarding these issues. Therefore any and all personal opinions made in relation to McKie Property will be requested to be removed, with possible Legal action to be taken.

- *Duplicate Documentation –*

Any and all requests for duplicate documentation may incur a fee to the individual Owner. This includes but is not limited to an additional copy of the Annual General Meeting Minutes and/or Manager's Report, duplicate Postal Ballot paperwork, re-printed Contribution Fee notices, etc.

- *Temporary Rental –*

Owners and/or Residents may take action against other Owners and/or Guests staying in short-term accommodation. The Owners and/or Guests will be jointly and individually liable for any compensation, fines and awards for damage to Common Property. This action is limited to stays of seven (7) days – six (6) nights or less. Please contact V.C.A.T. (refer above) for further details

It is the responsibility of the individual Owner to inform the Manager and all other Owners of the Owners' Corporation, should their Unit be used for the purposes of temporary rental accommodation, such as Air B&B, Stayz, Expedia, HomeAway, et al. This information has been requested by the Insurance Underwriters for their risk assessment. Owner(s) must also display the Model Rules relating to Owners' Corporations for all temporary rental accommodation and must also advise temporary renters of the associated parking rules/space allocations/etc. The Manager will not be responsible for any communication with the temporary renter and as such the temporary renter must communicate directly with the individual Owner for any and all such matters relating to their temporary rental accommodation.

Any Owner carrying out temporary rentals, that wishes to install a Keysafe and/or keybox on Common Property, must seek permission from the Owners' Corporation.

- *Quotations –*

Due to the difficulty in obtaining quotations for some projects and/or repairs, McKie Property Management may only obtain one (1) quotation (if possible) for projects up to \$1,000. Two (2) quotations to be obtained (if possible) for projects greater than \$1,000 up to \$10,000. Projects in excess of \$10,000, three (3) quotations to be obtained (if possible). Any additional quotations above and beyond those already mentioned, may incur a fee to the Owners' Corporation. Also where approved at an Annual General Meeting, individual Owners may be permitted by the Owners' Corporation to obtain their own quotation(s), subject to a timeframe ratified at the Annual General Meeting. Furthermore, where a quotation is required to be ratified by more than just the Owner's Corporation, an Administration Fee will be applicable based upon the Strata Community Association fee guidelines (refer Project above).

- *Letterboxes*

Owners and Residents by way of Agents, are reminded that letterboxes need to be cleared in a timely manner to avoid overflow. Should you wish to not receive local advertising etc. Owners can simply add a 'no junk mail' sticker to your assigned letter box. Owners should contact Auspost for mail redirection and holding services for any extended absences:
<https://auspost.com.au/receiving/manage-your-mail/redirect-hold-mail>.

Please be aware that identity theft is on the rise and occurs when someone gains access to your personal information. Please ensure that you securely lock your letterbox at all times.

- *Property Managers:*

The *Owners' Corporation Act 2006* does not specifically permit third parties (other than Powers of Attorney), to request documentation, ask queries, receive Contribution Fee notices, etc. on behalf of an Owner. All communication should therefore be between the Owner and the Owners' Corporation Manager. Refer Privacy Legislation and Duplicate Documentation sub-sections.

- **Covid-19**

The Victorian Government has advised that every Owners' Corporation must have a Covid Safe Plan. Any individual Owner can prepare a Covid Safe Plan for their Owners' Corporation and obtain the necessary QR Code at no cost.

Covid Safe Plans available from:

<https://www.coronavirus.vic.gov.au/covidsafe-plan>

QR Codes available from:

<https://www.coronavirus.vic.gov.au/victorian-government-qr-code-service>

McKie Property Management are unable to assist in the preparation of your Covid Safe Plan nor obtain a QR code on the Owners' Corporation's behalf.

- **Covid-19 Educational and Reference Links**

Covid 19 HOTLINE on 1800675 398

1. cleaning and disinfecting for non-healthcare settings
2. directions issued by the Victorian Chief Health Officer
3. signage and posters
4. <https://www.dhhs.vic.gov.au/preventing-infection-workplace-covid-19#what-is-the-four-square-metre-rule>
5. current health directions, non-essential communal areas
6. <https://www.dhhs.vic.gov.au/promotional-material-coronavirus-covid-19>
7. <https://www.dhhs.vic.gov.au/translated-resources-coronavirus-disease-covid-19>
8. <https://www.dhhs.vic.gov.au/cleaning-and-disinfecting-reduce-covid-19-transmission>
9. <https://www.dhhs.vic.gov.au/mental-health-resources-coronavirus-covid-19>
10. <https://www.dhhs.vic.gov.au/self-quarantine-coronavirus-covid-19>
11. <https://www.worksafe.vic.gov.au/resources/preparing-pandemic-guide-employers>
12. WorkSafe

- **Delivery drivers, Contractors and Visitors (Covid-19)**

In order to minimise the number of non-residents entering the building, residents who are receiving deliveries of goods, including groceries, home delivered food or any other package, should be instructed to pick up the package from the ground floor entry or other common area as applicable based on the specific Owners' Corporation configuration, unless they are under directions to self-isolate or quarantine at home.

Each property could also consider requesting that non-residents 'sign-in' to the building when attending for more than 15 minutes, providing their first name and a contact phone number, where non-residents consent to this. Where properties keep a record, personal details should be kept securely. Information collected should also include the date and time at which the person attended the facility and, if applicable, the room number they visited. Where records are kept, these records should be kept for twenty-eight (28) days and then destroyed. The record should include visitors or staff such as security, cleaning, concierge, maintenance workers and delivery drivers.

Visitors should be requested to maintain a distance of at least 1.5 metres from others. This should be actively monitored where possible. Signs could be installed at major queuing locations, like lifts, reminding visitors and staff to maintain 1.5 metres from one another.

- **Owners' Corporation Categories:**

From the 1st of December 2021, Owners' Corporations are now classified as per the following new designations:

- Tier 1 – Owners' Corporations with more than one hundred (100) occupiable lots;
- Tier 2 – Owners' Corporations with fifty-one (51) to one hundred (100) occupiable lots;
- Tier 3 – Owners' Corporations with ten (10) to fifty (50) occupiable lots;
- Tier 4 – Owners' Corporations with three (3) to nine (9) occupiable lots; with
- Tier 5 – Owners' Corporations with two (2) occupiable lots;

- **Accounting:**

From the 1st of December 2021, all Tier One (1) and Tier Two (2) Owners' Corporations must have their Financial Statements reviewed by an Independent person (e.g. CPA). This will incur an additional cost to the Owners' Corporation. All other Tiers have the option to have their Financial Statements reviewed by an Independent person (e.g. CPA) at a cost to the Owners' Corporation.

- **Banking:**

From the 1st of December 2021, Owners' Corporations may opt to transfer to a separate bank account. In order to satisfy the requirements for this transfer, an Owners' Corporation will be required to ensure that their Contribution Fee structure and Budget incorporates sufficient funding, to mitigate any possible deficit, cover the possibility of at least two (2) insurance excesses in a single financial period and to ensure that there are sufficient funds should an Owner(s) be in arrears. Any Owners' Corporation that does not opt to transfer to a separate bank account, will continue based on the current consent of these minutes, to continue to have their

funds managed with the Bendigo and Adelaide Bank in a Trust Account as has been standard practice for over two decades.

- *Maintenance Plan:*
From the 1st of December 2021, all Tier One (1) and Tier Two (2) Owners' Corporations must have an approved maintenance plan. This will incur an additional cost to the Owners' Corporation. All other Tiers have the option to have an approved maintenance plan at an additional cost to the Owners' Corporation.
- *Committees:*
From the 1st of December 2021, Owners' Corporation with ten (10) or more lots will be required to have a Committee instead of the previous thirteen (13) or more lots.
- *Electric Vehicles –*
The Insurance Underwriters have advised that any installation of EV infrastructure must comply with Local Regulations and Building Codes and must take into consideration cost, space, power availability and maintenance. Many Buildings will have insufficient power availability for fast charging infrastructure, without expensive upgrading.
- *Bullying –*
The Fair Work Commission has the power to make orders to stop bullying. This includes between Owners and/or Committee and/or Residents and/or Management Team. The orders can include but are not limited to:
 - Restricting or stopping altogether communication or interaction between the persons involved; and/or*
 - Attendance at anti-bullying training.*

Failure to comply with any order may result in the person receiving a penalty of up to sixty (60) penalty units. This is currently equivalent to \$16,500.00

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

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

PART A—GENERAL

1. Date of Agreement

This is the date the agreement is signed **25th January 2023**

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

2. Premises let by the Rental Provider

Address of premises **6/36 Ridley Street, Albion VIC 3020**

3. Rental Provider's details

Full name or company name of rental provide **A. Scott**

Rental Provider's Agent details

Full name: Bells Real Estate

Address: 14 Devonshire Road Sunshine Vic 3020

Phone number: 9300 9000

ABN: 34 928 121 155

Email address: reception@bellsrealestate.com.au

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

4. Renter's details

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

Full name of renter **Emanuel Vantarakis & Mark Vantarakis**

Current **4/31 Ridley Street, Albion VIC 3020**

5. Length of the agreement

Fixed term agreement

Start date **25th January 2023**

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

End date **24th January 2024**

6. Rent

Rent amount (\$) **\$954**

(payable in advance)

To be paid per calendar month

Day rent is to be paid **25th day of each month** commencing on the **25th February 2023**

7. Bond

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

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

PART B—STANDARD TERMS

Renter (s) Initials

EV M

8. Rental provider's preferred methods of payment

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

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.
(rental provider to tick available methods of rent payment)

- BPAY Centrepay Direct Debit

Payment details

Bells Real Estate

Bsb: 033 085

Account: 710 853

Reference: RIDL6.36

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

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

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

reception@bellsrealestate.com.au

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

(renter to tick as appropriate)

yes no

Full name of renter **Emanuel Vantarakis**

Phone number **0401505272**

Full name of renter **Mark Vantarakis**

Phone number **0412280037**

10. Urgent repairs

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

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

Details of person the renter should contact for an urgent repair

Emergency contact name: Bells Real Estate Sunshine Emergency contact phone number: 9300 9000

Emergency contact email address: reception@bellsrealestate.com.au

11. Professional cleaning

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

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

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

Renter (s) Initials EV M

12. Owners corporation

Do owners corporation rules apply to the premises?
(rental provider to tick as appropriate)

yes no

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

13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided.

PART C—SAFETY-RELATED ACTIVITIES

14. Electrical safety checks

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

15. Gas safety activities

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

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

16. Smoke alarm safety activities

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

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

17. Swimming pool barrier safety activities

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

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent

Renter (s) Initials EV W

repair if they are notified by the renter that it is not in working order.

- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. Relocatable swimming pool safety activities

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

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

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

19. Bushfire prone area activities

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

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

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

PART D—RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal. For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter—

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

21. Condition of the premises

The rental provider—

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

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

22. Modifications

The renter—

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

The rental provider must not unreasonably refuse consent for certain modifications.

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

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23. Locks

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

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

The rental provider—

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

28. Rent

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

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

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

The rental provider may enter the premises—

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

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E—ADDITIONAL TERMS

31. Additional terms (if any)

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

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

[**Break Lease** - Should you decide to terminate your lease before your Lease termination date you will be required to reimburse the landlord's re-letting expenses including a pro-rata letting fee, \$141 advertising fee and rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

End of an agreement- Renters must give 28 days notice if they want to leave at the end of a rental agreement (lease), or if they are on a month to month basis as well.

Renters on fixed-term agreements, like a 12-month agreement, will automatically move to a month to month agreement if they do not give notice.]

32. Signatures

This agreement is made under the Act.

Before signing you must read **Part D—Rights and Obligations** in this form which outlines your rights and obligations.

Rental provider/s

Full name or company name of rental provider/agent: **Bells Real Estate**

Signature _____

Date: _____

Renter/s

Signature _____

Date: _____

25/1/2023

Full name of renter **Mark Vantarakis**

Signature _____

Date: _____

25/1/2023

Full name of renter **Emanuel Vantarakis**

Renter (s) Initials _____

In the Supreme Court of Victoria In its Probate Jurisdiction

In the Estate of **ADISORN SCOTT**

Late of 46 Tollhouse Road, Kings Park, Victoria, Machine Operator,
deceased.

Be It Known that the Registrar of Probates orders that:

Letters of Administration of the Estate of the abovenamed deceased who
died on 26 February 2023 be granted to **SIRIPORN MAUGUERET** of
Unit 1, 91 Oconnor Road, Knoxfield, Victoria.

Date made and authenticated: 4 September 2023



Kathrine Price
REGISTRAR OF PROBATES

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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