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## Contract of Sale

JAMES MATTHEW MORISON  
and  
CONNIE LOUISE MORISON

7 Bickford Lane, North Melbourne

310-312 Bay Street  
Port Melbourne 3207

Phone 9681 9888

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*This firm holds Professional Indemnity Insurance*

# Contract of Sale of Real Estate\*

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

**Property address**      **7 Bickford Lane, North Melbourne 3051**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2019

**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 ...../...../2019

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

**JAMES MATTHEW MORISON AND CONNIE LOUISE MORISON**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Edward Thomas Real Estate  
488 Macaulay Road, Kensington, VIC 3031

Email: [ethomas@edwardthomas.com.au](mailto:ethomas@edwardthomas.com.au)

Tel: 9376 3322

Mob: 0418 353 357

Fax: 9376 3233

Ref: Edward Thomas

#### Vendor

**JAMES MATTHEW MORISON AND CONNIE LOUISE MORISON**

#### Vendor's legal practitioner or conveyancer

##### Indeed Convey

310-312 Bay Street, Port Melbourne Victoria 3207

DX: 31850 Port Melbourne

Email: [dayjelle@indeedconvey.com](mailto:dayjelle@indeedconvey.com)

Tel: 9681 9888

Dayjelle Smith & Mary Commisso

Fax: 9681 8666

Ref: DS:5243/DS

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11594	Folio	581	4	726943U

OR

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

The land includes all improvements and fixtures.

#### Property address

The address of the land is: **7 Bickford Lane, North Melbourne 3051**

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

All fixed floor coverings, light fittings, window furnishings & dishwasher

**Payment** (general condition 11)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Settlement** (general condition 10)

**is due on**

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

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

**Lease** (general condition 22)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 22.

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

**Loan**

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

Lender:

Loan amount

Approval date:

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

**Subject to lease**

**Special conditions**

**GST WITHHOLDING NOTICE-  
RESIDENTIAL PREMISES OR POTENTIAL RESIDENTIAL LAND**

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953 (C'wlth)*

To the Purchaser

**Property:** **7 Bickford Lane, North Melbourne 3051**

**Vendor:** **JAMES MATTHEW MORISON AND CONNIE LOUISE MORISON**

ABN (if applicable):

Date payable (if applicable):

Notice is required to be given by the vendor ☒ YES – the property is residential  
☐ NO

Withholding required by Purchaser

☐ YES – the amount to be withheld \_\_\_\_\_

☒ NO – the premises are not new

☐ NO – the premises were created by substantial renovation

☐ NO- the premises are commercial residential premises

☐ NO -the land includes a building used for commercial purposes

☐ NO – the purchaser is registered for GST and acquires the property for a creditable purpose

☐ NO – there is no taxable supply

# Special Conditions

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

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

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

## ☒ Special condition 1 -

General condition 12.(e) is added and 12 (d) is amended:

- 12.(e) 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.
- 12 (f) General Condition 12(d) (iii) is amended from 70% to 80%

## ☒ Special condition 2 – Adjustments

2. In the case of land tax, any such apportionment shall be computed on the basis that:
- (a) if the Vendor owns the land as Trustee of a trust within the meaning of the *Land Tax Act 2005*, on the basis that any applicable surcharge is included. And
- (b) land tax will be adjusted on the proportional land tax stated on the Land Tax Assessment

## ☒ Special condition 3 – Foreign resident capital gains withholding

### 3. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 3.3 This condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 3.4 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.
- 3.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.
- 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 3.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 3.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of

## ☒ Special condition 4 – Auction Conditions (if applicable)

4.1 The property is offered for sale by auction subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land Regulations 2005*, or any rules prescribed by regulation which modify or replace those Rules.

## ☒ Special condition 5 – Restriction

5.1 The purchaser acknowledges that by enquiry of the appropriate local authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.

5.2. The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

5.3. The purchaser shall assume liability for compliance with any notices or orders relating to the Property (other than those referring to the apportionable outgoings) which are made or issued on or after the Date of Sale and the purchaser shall assume liability arising there from and indemnify the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the vendor.

**☒ Special condition 6 – Use of the Land**

6.1 The purchaser acknowledges that the vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by-law, town planning scheme or interim development order or other enactment or order of the Court the purchaser shall obtain such consent at the purchaser's own expense.

**☒ Special condition 7 –Interest in Default**

19.1 General Condition 26 does not apply to this Contract If the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 14% per annum on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor

**☒ Special condition 8 –Condition of Property**

8.1. The property and any chattels are sold in their present condition and subject to any defects, fair, wear and tear inclusive.

8.2. No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

8.3. The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard thereto or arising there from.

8.4 The purchaser:

(a) accepts the property:

(i) with all existing and future planning, environmental and building controls and approvals; and

(ii) in it's present condition with all defects and non-compliance with any of those controls or approvals;

(b ) acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any of the matters referred to in sub-paragraph (b) hereof; and waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property

**☒ Special condition 9 –Stamp Duty Purchaser buying in unequal interests**

9.1. If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").

9.2. 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.

9.3. The purchasers fully indemnify 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.

9.4. This Special Condition shall not merge on completion.

**☒ Special condition 10 –Nomination**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. If the Property is expressed as sold to a named purchaser "and/or nominee" or words of similar effect, then:

10.1 The party named as purchaser may nominate at least fourteen (14) days prior to settlement date (or such further period as the vendor permits) a substitute or additional transferee ("nominee") by serving on the vendor a form of nomination executed by the purchaser and the nominee in such a form and containing such information as the vendor requires; and

10.2. The purchaser and the nominee agree to be jointly and severally liable for the performance of the obligations of the purchaser under the contract whereby the nominee is substituted for the original purchaser as transferee.

10.3. The purchaser and the nominee must fully and truthfully disclose the circumstances of the substitution to the State Revenue Office and hold the vendor indemnified at all times against loss or damage of every description suffered by the vendor or vendor's conveyancers arising out of failure to make such disclosure.

10.4. Where the nominee is a corporation, the provisions of general condition 20 shall apply.

10.5. All acts or omissions of the vendor or the purchaser continue to bind the vendor and the nominee respectively and any deposit money paid by the purchaser must be treated by the vendor as deposit money paid by the nominee.

**☒ Special condition 11 –Plans and Drawings**

11.1 The Plans and Drawings of the Property attached to the vendor's Statement, if any, are a guide only and the vendor gives no representation in relation to these drawings or any permits. If the purchaser chooses to use these drawings there is no recourse to the vendor. The purchaser acknowledges and understands the planning information attached to the vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.

**☒ Special condition 12 –Foreign Acquisitions and Takeovers**

12.1 The purchaser warrants and represents to the vendor that the purchaser is not under any legal disability or restriction which would prohibit the purchaser from entering into this Contract or which would render the Contract illegal, void or voidable. In particular, the purchaser warrants that the purchaser does not require consent under the Foreign Acquisitions and Takeover Act 1975 to purchase the property or alternatively that such consent has been duly obtained prior to the signing hereof. The purchaser acknowledges that the vendor has entered into this Contract in reliance upon aforesaid representations and warranties and that in the event of any such representations and warranties proving to be false the purchaser shall be responsible for and indemnify the vendor in respect of all loss and damage suffered by the vendor, which indemnity shall be enforceable regardless of whether or not this Contract continues in force or becomes void or voidable.

**☒ Special condition 13 –Entire Agreement**

13.1 This contract sets out all the terms of this sale. Any promise, condition, representation or warranty which may have been made by the vendor or by any person on behalf of the vendor and which is not set out in this contract is negated and withdrawn. The purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time of signing this contract. This condition operates for the benefit of the vendor and the vendor's estate agent and their respective employees, agents and contractors

**☒ Special condition 14 - FIRB Approval**

14.1 The Purchaser warrants to the Vendor that either:

(a) The Purchaser is an Australian resident, or

(b) The Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the Property

**☒ Special condition 15 – Finance Approval**

15.1 General Condition 14(a) & (b) do not apply to this Contract. The approval date for the finance approval shall be set out in the particulars of this Contract of Sale on page 3.

**☒ Special condition 16 – City West Water Certificate to follow**

The vendor will provide the full City West Water certificate within 7 days of this Contract of Sale

## GUARANTEE

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the purchaser (if not the same person) and by each Director of the purchaser (if the purchaser is a Corporation):

I/We, \_\_\_\_\_ of \_\_\_\_\_  
and \_\_\_\_\_ of \_\_\_\_\_

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named vendor selling to the within-named purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the purchaser(s) to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser(s) I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall then be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue or purchase money, interest and other moneys payable under the within Contract and all losses, costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released or the Guarantors liability diminished by:-

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

IN WITNESS whereof the parties hereto have set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of \_\_\_\_\_ ) \_\_\_\_\_

.....witness

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of \_\_\_\_\_ ) \_\_\_\_\_

.....witness



## GENERAL CONDITIONS

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

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**1. Encumbrances**

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

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

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

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) All domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (ii) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (iii) Domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting

the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

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

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

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

### **4. Services**

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

### **5. Consents**

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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**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the

vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

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

## **7. Electronic settlement**

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

## **8. Builder warranty insurance**

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

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (b) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with a certificate of occupancy in respect of that building.

- (i) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (ii) 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.
- (iii) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **10. Settlement**

---

- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
    - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 3 pm unless the parties agree otherwise.

## **11. Payment**

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or

- (ii) If there is no estate agent:
  - A. To the vendor's legal practitioner or conveyancer; or
  - B. If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- (iii) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (b) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- (c) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (d) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (e) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor

requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.

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

## 12. Stakeholding

---

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) general condition 12 (a) has been satisfied; and
  - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) general condition 12 (a) has been satisfied; and
  - (ii) the purchaser has not made a valid objection to title; and
  - (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
  - (iv) 28 days have elapsed since providing that evidence.

### 13. Goods and Services Tax

---

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if 'going concern' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if 'mixed supply' is specified in the particulars of sale.
  - (i) GST is included in the price.
  - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
  - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
  - (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.
- (g) **GST withholding - Residential premises or potential residential land**

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

  - (i) Vendor's notice
    - A. If the particulars of sale indicates that no GST withholding under subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
    - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by

section 14-255 at least 14 days prior to settlement.

- (ii) Amount to be withheld by the purchaser:
  - A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount -
  - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
  - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

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

#### **14. Loan, building report or pest report**

- (a) If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended

for a period of 14 days (the extended approval date).

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

after the satisfaction date or extended satisfaction date (if applicable); and

- (iv) is not in default under any other condition of this contract when the notice is given.
- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## 15. Adjustments

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- (a) All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) The vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit available to each party is disregarded in calculating apportionment.
- (c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser,

the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(e) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

## 16. Time

---

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

## 17. Service

---

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) by email.
- (c) Unless proven otherwise, any document sent by:

- (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
  - (v) Email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

## **18. Nominee**

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

## **19. Liability of signatory**

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

## **20. Guarantee**

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

## **21. Notices**

---

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.

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

## **22. Lease**

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

## **23. Loss or damage before settlement**

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- (a) The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- (b) The vendor carries the risk of loss or damage to the property until settlement and must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.



- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

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

## **25. Default**

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

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

## **26. Interest**

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

## **27. Default notice**

---

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- (b) The default notice must:
  - (i) specify the particulars of the default; and
  - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. the default is remedied; and
    - B. costs of \$440, including GST, are paid.

- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

---

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) specify the particulars of the failure to comply with the default notice; and
  - (ii) state that the contract will be ended in 10 days after the notice is given unless:
    - A. the default is remedied; and
    - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
  - (ii) All those amounts are a charge on the land until payment; and
  - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or

- B. Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (iv) The vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

# Vendor Statement

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

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

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

<b>Land</b>	7 Bickford Lane, North Melbourne 3051	
<b>Vendor's name</b>	James Matthew Morison	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Connie Louise Morison	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## 1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

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

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

### 4.2 Agricultural Chemicals

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

Nil.

### 4.3 Compulsory Acquisition

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

Nil.

## 5. BUILDING PERMITS

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

Are contained in the attached certificate.

## 6. OWNERS CORPORATION

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

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable.

#### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

#### 10.3 Further Plan of Subdivision

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

Not Applicable.

### 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

### 12. DUE DILIGENCE CHECKLIST

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

Is attached.

### 13. ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 11594 FOLIO 581

Security no : 124076200853P  
Produced 19/02/2019 09:46 AM

**LAND DESCRIPTION**

Lot 4 on Plan of Subdivision 726943U.  
PARENT TITLE Volume 05095 Folio 810  
Created by instrument PS726943U 28/08/2015

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
JAMES MATTHEW MORISON  
CONNIE LOUISE MORISON both of 28 MACKAY STREET YARRAVILLE VIC 3013  
AM194097T 21/09/2015

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AM194098R 21/09/2015  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

**DIAGRAM LOCATION**

SEE PS726943U FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 7 BICKFORD LANE NORTH MELBOURNE VIC 3051

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 22/10/2016

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS726943U



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

Page 2 of 2





# Imaged Document Cover Sheet

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Document Type	<b>plan</b>
Document Identification	<b>PS726943U</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>19/02/2019 09:54</b>

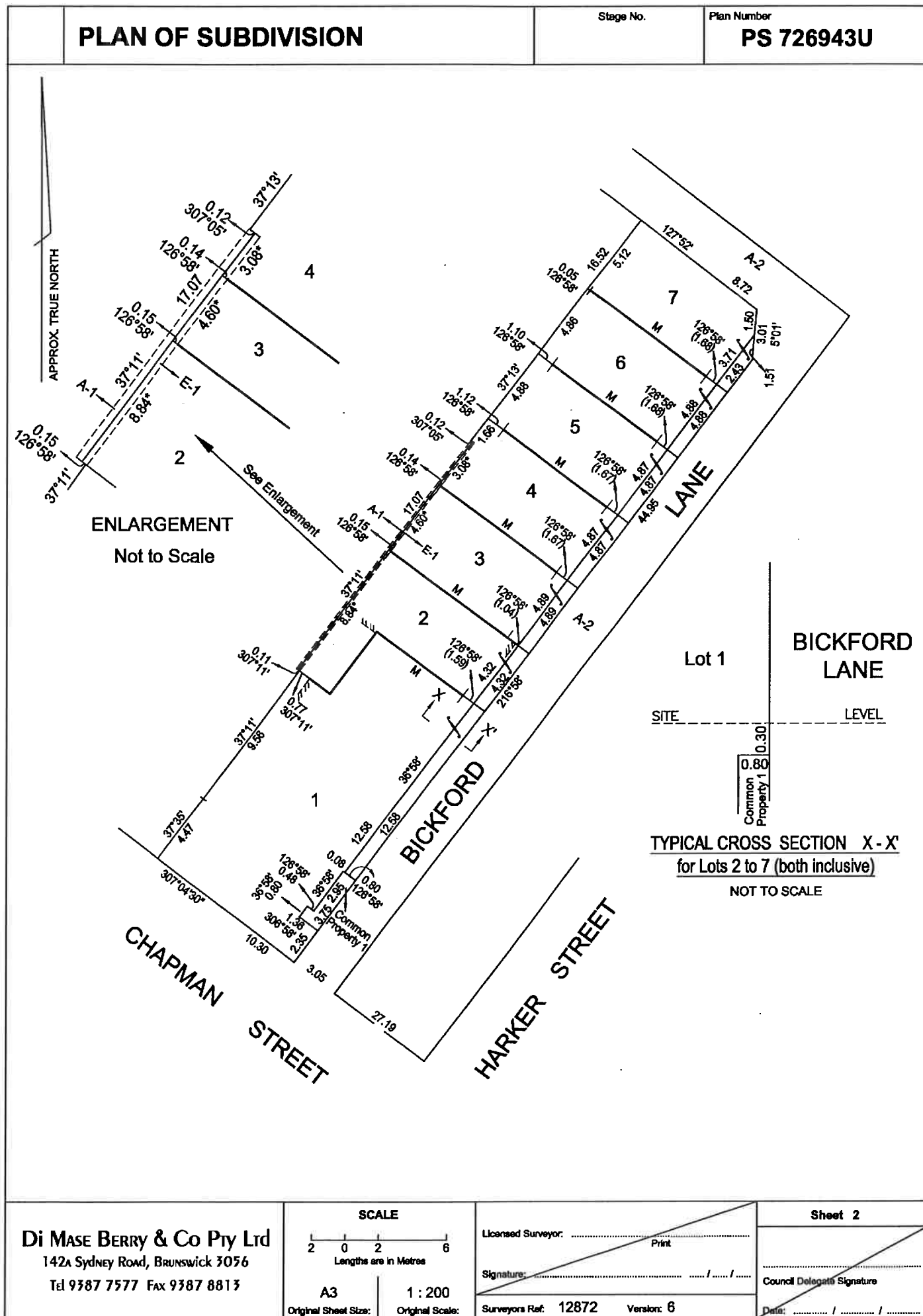
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Signed by Council: Melbourne City Council, PP Ref: TP-2014-1145, Cert Ref: SA-2014-129, Original Certification: 30/07/2015, S.O.C.: 30/07/2015, Amendments accepted: 28/08/2015

<b>PLAN OF SUBDIVISION</b>				Stage No.	LRS Use Only <b>EDITION 1</b>	Plan Number <b>PS 726943U</b>
<b>LOCATION OF LAND</b> <b>Parish:</b> JIKA JIKA at North Melbourne <b>Township:</b> <b>Crown Portion:</b> <b>Crown Allotment:</b> 22 (Part) & 23 (Part) <b>Section:</b> 81  <b>Title References:</b> Vol. 5095 Fol. 810 <b>Last Plan Ref.:</b> Lot 5 on LP 10930 <b>Postal Address:</b> 20 Chapman Street North Melbourne 3051  <b>MGA94 Co-ordinates:</b> E 319 506 Zone 55 (of approx. centre of land in plan) N 5 814 733 GDA 94				<b>COUNCIL CERTIFICATION</b> <b>COUNCIL NAME:</b> City of Melbourne <b>REF:</b> ..... 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 ..... / ..... / ..... 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>PUBLIC OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has/has not been satisfied (iii) The requirement is to be satisfied in Stage ..... (iv) The requirement has been satisfied for .....  Council delegate Council seal Date: ..... / ..... / .....  Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date: ..... / ..... / .....		
<b>VESTING OF ROADS OR RESERVES</b>				<b>NOTATIONS</b>		
Identifier	Council / Body / Person			STAGING: This is not a staged subdivision Planning Permit No. -		
Nil	Nil			DEPTH LIMITATION: Does not apply THIS IS A SPEAR PLAN		
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS </div>				<p>Boundaries shown by thick continuous lines are defined by buildings.</p> <p>Location of boundaries defined by buildings:-</p> <p style="margin-left: 40px;">Median:- Boundaries shown marked 'M'; Exterior Face:- All other boundaries.</p> <p>Dimensions shown thus 8.84* are measured to the exposed face.</p> <p>Common Property 1 is all the land in the plan except Lot 1 to 7 (Both Inclusive)</p> <p><b>Survey</b> This plan is based on survey.</p> <p>This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.</p>		
<b>EASEMENT INFORMATION</b>						<b>LRS use only</b>
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						Statement of compliance/ Exemption Statement
Section 12(2) of the Subdivision Act 1988 Applies to the land herein						Received <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/In favour Of		Date 14 / 08 / 2015
E-1	Party Wall	0.11m	TR 1248692	Vol.8265 Fol.383		<b>LRS use only</b> Plan Registered Time 5:00 PM Date 28 / 08 / 2015  Mark Cagdas Assistant Registrar of Titles
A-1	Party Wall	0.11m	TR 1248692	Vol.5095 Fol.810		
A-2	Carriageway	See Plan	LP10930 & TR 1248692	Vol.5095 Fol.810		
<b>Di MASE BERRY &amp; Co Pty Ltd</b> 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813			<b>Geoffrey Berry</b> Licensed Surveyor (print): ..... Signature: ..... DIGITALLY SIGNED ..... Date: ..... / ..... / ..... Surveyors Ref: 12872 Version: 6			<b>Sheet 1 of 2 Sheets</b>  Council Delegate Signatures Date: ..... / ..... / ..... Original Sheet Size A3



**Plan of Subdivision PS726943U**

**Concurrent Certification and Statement of Compliance  
(Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S061689E

Plan Number: PS726943U

Responsible Authority Name: Melbourne City Council

Responsible Authority Permit Ref. No.: TP-2014-1145

Responsible Authority Certification Ref. No.: SA-2014-129

Surveyor's Plan Version: 6

**Certification**

☒ This plan is certified under section 6 of the Subdivision Act 1988

**Statement of Compliance**

☒ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

☒ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Leon Wilson

Organisation: Melbourne City Council

Date: 30/07/2015



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 19/02/2019 09:55:52 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS726943U**

The land in PS726943U is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 1, Lots 1 - 7.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
12/19 ENTERPRISE DRIVE BUNDOORA VIC 3083  
  
AM409928J 16/12/2015

**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:**  
OC027325U 28/08/2015

**Notations:**  
NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	110	110
Lot 2	90	90
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 19/02/2019 09:55:52 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS726943U**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	700.00	700.00

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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

568905

## APPLICANT'S NAME & ADDRESS

MARY COMMISSO C/- GX  
MELBOURNE

## VENDOR

MORISON, CONNIE

## PURCHASER

## REFERENCE

5243

This certificate is issued for:

LOT CM1 PLAN PS726943, LOT 4 PLAN PS726943 ALSO KNOWN AS 7 BICKFORD LANE NORTH MELBOURNE  
MELBOURNE CITY

The land is covered by the:

MELBOURNE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a HERITAGE OVERLAY (HO3)

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

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

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

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

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

19 February 2019

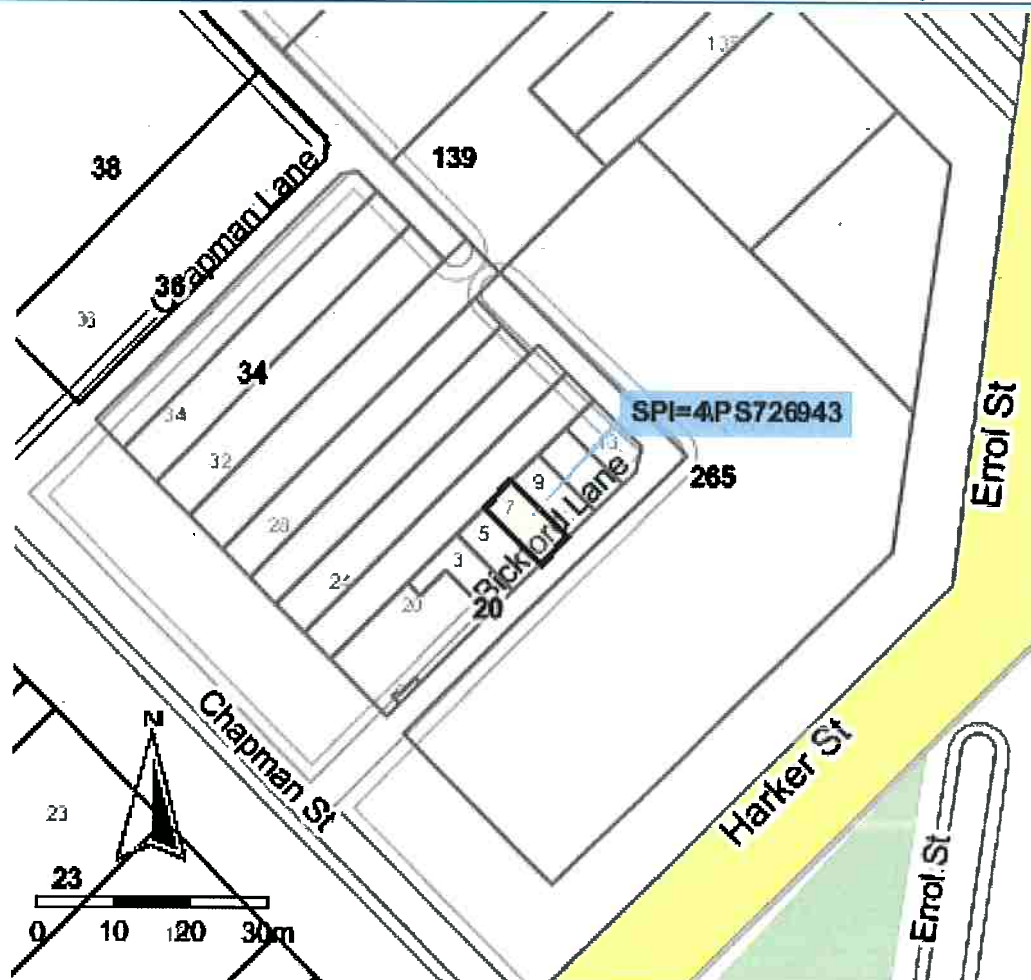
Hon. Richard Wynne MP  
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

#### Privacy Statement

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





# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 19 February 2019 10:13 AM

## PROPERTY DETAILS

Address: **7 BICKFORD LANE NORTH MELBOURNE 3051**  
Lot and Plan Number: **Lot 4 PS726943**  
Standard Parcel Identifier (SPI): **4\PS726943**  
Local Government Area (Council): **MELBOURNE**  
Council Property Number: **667308**  
Planning Scheme: **Melbourne**  
Directory Reference: **Melway 2A J6**

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

[planning-schemes.delwp.vic.gov.au/schemes/melbourne](http://planning-schemes.delwp.vic.gov.au/schemes/melbourne)

## UTILITIES

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

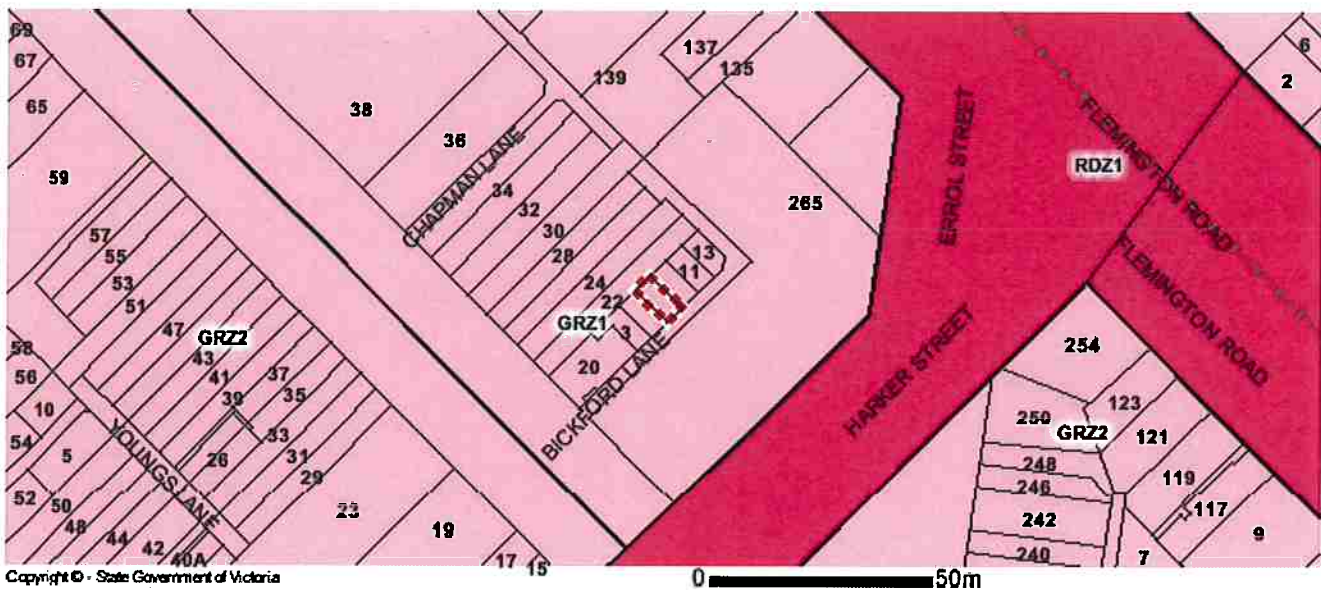
## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **MELBOURNE**

## Planning Zones

### GENERAL RESIDENTIAL ZONE (GRZ)

### GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

GRZ - General Residential

RDZ1 - Road - Category 1

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

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

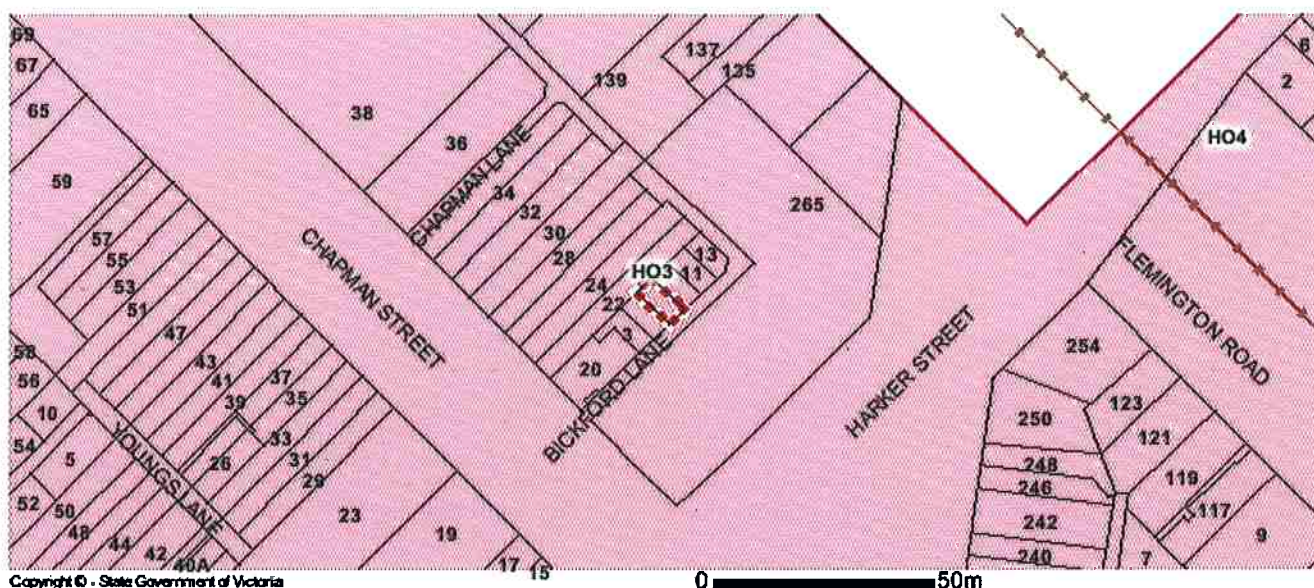
PLANNING PROPERTY REPORT: 7 BICKFORD LANE NORTH MELBOURNE 3051

Page 1 of 4

## Planning Overlay

### HERITAGE OVERLAY (HO)

#### HERITAGE OVERLAY SCHEDULE (HO3)



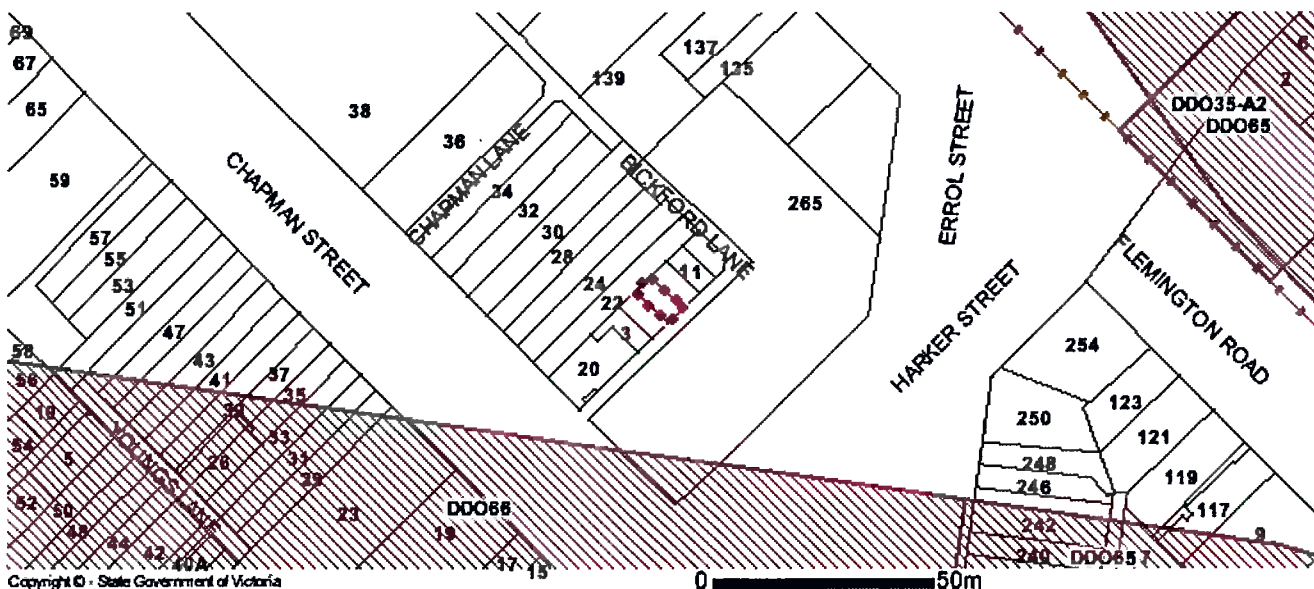
HO - Heritage

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### DESIGN AND DEVELOPMENT OVERLAY (DDO)



DDO - Design and Development

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

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

## Further Planning Information

Planning scheme data last updated on 6 February 2019.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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



## Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

**CITY OF MELBOURNE**  
**LAND INFORMATION CERTIFICATE**  
**(SECTION 229 LOCAL GOVERNMENT ACT 1989)**

CERTIFICATE NO: 153947  
DATE OF ISSUE: 20-Feb-2019  
YEAR ENDING: 30-Jun-2019

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

**Property situated at: 7 Bickford Lane, NORTH MELBOURNE VIC 3051**

**Legal Description: Lot 4 PS726943U CT-11594/581**

**Valuation Date: 01-Jul-2018**

**Assessment No: 227313 4**

**Net Annual Value: 33,500**

**Site Value: 205,000**

**Capital Improved Value: 670,000**

**Owner recorded by Council: Mr James Matthew Morison and Mrs Connie Louise Morison**

**RATES AND CHARGES**

	Balance Owing
Town Rate 1/07/2018 to 30/6/2019	\$ 1,338.69
Fire Services Levy 01/07/2018 to 30/06/2019	\$ 139.82
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -739.25

**Payment in full due by 15<sup>th</sup> February 2019.**

**TOTAL DUE \$ 739.26**

**The total due as shown on this certificate may change prior to settlement**

**Please note:** After settlement, the responsibility for payment of outstanding rates rests with the purchaser. . Please advise your client accordingly.

**How to Pay**

**By Mail**

To GPO Box 2158  
Melbourne Vic 3001

**In person**

Melbourne Town Hall  
7:30am to 5:00pm  
Monday to Friday

**Phone and Internet**

**Mastercard or Visa only**

**Tel:** Call 1300 130453  
**Internet:** [www.melbourne.vic.gov.au/rates](http://www.melbourne.vic.gov.au/rates)



**Billers code: 79616**  
**Ref: 102273134**

**Landata**  
**DX250639 MELBOURNE**

## OTHER INFORMATION

### Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 27O of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A

Applicants Reference 30881590-015-8:115378

Authorised Officer



**Please note fee increase to \$26.30 from 1 July 2018.**

#### For inquiries regarding this certificate:

Phone: 9658 9759  
Email: [rates@melbourne.vic.gov.au](mailto:rates@melbourne.vic.gov.au)

#### To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001  
Email: [propertydata@melbourne.vic.gov.au](mailto:propertydata@melbourne.vic.gov.au)



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1253 0599 5113

DATE OF ISSUE - 19/02/2019

APPLICATION NO.

828153

LANDATA COUNTER SERVICES

YOUR REF.  
30881590-025-7

VLRS- ACCOUNTS PAYABLE

LEVEL 1

2 CASSELDEN PLACE LONSDALE ST

MELBOURNE VIC 3000

SOURCE NO.

99904685210

**PROPERTY:** 7 BICKFORD LANE NORTH MELBOURNE VIC 3051

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

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

Service Charge Type	Annual charge 1/07/2018 - 30/06/2019	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	100.72	Quarterly	31/03/2019	75.54	25.18
PARKS SERVICE CHARGES	77.10	Annually	30/06/2019	77.10	0.00
WATER NETWORK CHARGE RESIDENTIAL	231.16	Quarterly	31/03/2019	173.37	57.35
SEWERAGE NETWORK CHARGE RESIDENTIAL	256.52	Quarterly	31/03/2019	192.39	64.13
<b>TOTAL</b>	<b>665.50</b>			<b>518.40</b>	<b>146.66</b>

Service charges owing to 30/06/2018	0.00
Service charges owing for this financial year	146.66
Adjustments	0.00
<b>Current amount outstanding</b>	<b>146.66</b>
Plus remainder service charges to be billed	147.10
<b>BALANCE including unbilled service charges</b>	<b>293.76</b>

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789  
Reference: 1253 0599 5113



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1253 0599 5113

DATE OF ISSUE - 19/02/2019

APPLICATION NO.

828153

## Information given pursuant to section 158 of the Water Act 1989

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 City West Water on 131691.

AUTHORISED OFFICER:

FRAN DUIKER  
GENERAL MANAGER  
CUSTOMERS AND COMMUNITY  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST 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.

City West 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 City West Water prior to settlement for an update on these charges and remit payment to City West 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.





City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1253 0599 5113

DATE OF ISSUE - 19/02/2019

APPLICATION NO.

828153

This statement does not include any volumetric charges from 16/03/2018. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West 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.



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mary Commisso  
Suite 1, 105 Beach Street  
PORT MELBOURNE 3207

Client Reference: 5243

NO PROPOSALS. As at the 19th February 2019, 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®.

7 BICKFORD LANE, NORTH MELBOURNE 3051  
CITY OF MELBOURNE

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: 19th February 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 30881590 - 30881590094648 '5243'

# Land Tax Clearance Certificate

## Land Tax Act 2005



MARY COMMISSO

**Your Reference:** LD:30881590-011-0.5243

**Certificate No:** 26978029

**Issue Date:** 19 FEB 2019

**Enquiries:** ESYSPROD

**Land Address:** 7 BICKFORD LANE NORTH MELBOURNE VIC 3051

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42310150	4	726943	11594	581	\$0.00

**Vendor:** CONNIE MORISON & JAMES MORISON

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JAMES MATTHEW MORISON	2019	\$205,000	\$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. To request an update for this certificate go to: [www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$670,000

**SITE VALUE:** \$205,000

**AMOUNT PAYABLE:** \$0.00

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 26978029

**Land ID:** 42310150

**Amount Payable:** \$0.00

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

<0000000000<0000000000>026978029000<026978029000>424<424>

# Notes to certificates under Section 105 of the *Land Tax Act 2005*



Certificate No: 26978029

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - the vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$205,000

Calculated as \$0 plus ( \$205,000 - \$0) multiplied by 0.000 cents.

## Further information

Internet	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
Email	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:

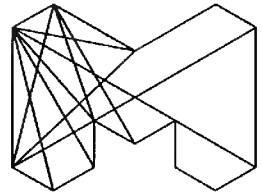


### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

# Property Information

*Building Act 1993, Building Regulations 2018, Regulation 51.*



**CITY OF MELBOURNE**

21 February 2019

Landata  
PO Box 500  
EAST MELBOURNE VIC 3002

GPO Box 1603  
Melbourne VIC 3001  
Phone (03) 9658 9658  
[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

DX210487  
ABN 55 370 219 287

Dear Sir/Madam

**7 Bickford Lane, NORTH MELBOURNE VIC 3051**

Thank you for your building property application received 19 Feb 2019. Please find below the relevant information relating to your property enquiry.

## **Building Permits issued within the last 10 years**

### **File Number:** BP-2014-2006

Description of Work: Construction of 7 X townhouses all parts

Permits/Certificates Issued:

Building Permit - BS-U18120/20140204/0	02-Oct-2014
Occupancy Permit - 18120/20140204/0	09-Jun-2015
Occupancy Permit - 18120/20140204/0	16-Jun-2015
Certificate of Final Inspection - 18120/20140204/0 - amended building permit documents	01-Dec-2014

### **File Number:** BP-2014-2155

Description of Work: Reblocking

Permits/Certificates Issued:

Building Permit - 20140617	29-Oct-2014
Certificate of Final Inspection - 1126/20140617	14-May-2015

## **Outstanding Building Notices or Orders**

There are no outstanding Building Notices or Orders on this property.

Should the property be the subject of a current subdivision application, Council's requirements for approval of such may not have been met if the plan has not been registered at Land Victoria.

Please contact us if you have any queries or require any further information.

### **Building Team – Planning and Building Branch**

Telephone (03) 9658 9658  
Email [building@melbourne.vic.gov.au](mailto:building@melbourne.vic.gov.au)  
Web [www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

Your Ref        30881590-016-5  
Our Ref         115379

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 52 of the *Building Regulations 2018*.
2. **Swimming pool and spa safety barriers**  
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
3. **Self contained smoke alarms**  
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.  
For further information please contact Council's Building Control team on 9658 9658.

**Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.**



**MJS Body Corporate Management Pty Ltd**

**12 / 19 Enterprise Drive Bundoora  
PO Box 2037 Janefield Drive Bundoora 3083**

**WWW.MJSBODYCORP.COM.AU**

**P: 03 8373 4719**

**E: INFO@MJSBODYCORP.COM.AU**

**ABN 30 602 816 491**

## **OWNERS CORPORATION CERTIFICATE**

**s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007**

Owners Corporation No **726943U**

Address **20 Chapman Street, North Melbourne VIC 3051**

This certificate is issued for Lot **7** on Plan of Subdivision No **726943U**

Postal address is

**109 Edgars Road  
Thomastown VIC 3074**

Applicant for the certificate is

Address for delivery of certificate .....

Date that the application was received .....

### **IMPORTANT:**

The information in this certificate is issued and valid on: **20 February 2019.**

You can inspect the owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$800.00 Per annum payable six-monthly.

(b) The date up to which the fees for the lot have been paid is 01 Jan 2019.

(c) The total of any unpaid fees or charges for the lot is:

#### *Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

#### *Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

#### *BPAY Biller code and DEFT Reference number*

**96503**

**236741856 19798**

Due date and amount of unpaid levies      None      Nil

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
\$400.00	01 Jul 2018 to 31 Dec 2018	01 Jul 2018
\$400.00	01 Jan 2019 to 30 Jun 2019	01 Jan 2019

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:



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None

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NIL

(f) The owner's corporation has the following insurance cover:

Policy No. VRSC1500308 Strata Community Insurance  
6

Type: Building Broker: Honan Insurance Group Pty Ltd -

Premium: \$0.00 Paid on: 28/05/2018 Policy start date: 28/05/2016 Next due: 28/05/2019

Cover	Sum insured	Excess
Building	\$2,000,000.00	\$300.00
Fidelity Guarantee	\$100,000.00	\$250.00
Lot Owners' Fixtures & Improvements	\$300,000.00	\$250.00
Public Liability	\$10,000,000.00	\$250.00
Loss of Rent	\$262,500.00	\$250.00
Personal Accident	\$200,000.00	\$250.00

The type of Policy is: Reinstatement

The Buildings covered by the Policy are situated at: **20 Chapman Street, North Melbourne VIC 3051**

(g) Has the owner's corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: NO

(h) The total funds held by the owner's corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owner's corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: NIL

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details: NIL

(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 20 February 2019.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the owner's corporation is aware that are likely to give rise to proceedings?

If so, then provide details: NIL





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**ABN 30 602 816 491**

- (n) Has the owner's corporation appointed, or resolved to appoint, a manager?  
If so, then provide details:

The manager is MJS Body Corporate Management  
12 / 19 Enterprise Drive  
Bundoora VIC 3083

Telephone: 0426200432

- (o) Has an administrator been appointed for the owner's corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

- (p) Documents required to be attached to the owner's corporation certificate are:

A copy of the latest financial statements  
A copy of the minute of the last annual general meeting of the owner's corporation  
A copy of the consolidated rules registered at Land Victoria  
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled  
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the owner's corporation register by making written application to the Agent at the address listed below.

Date: 20 February 2019

This owner's corporation certificate was prepared by:



**MJS Body Corporate Management Pty Ltd**

**12 / 19 Enterprise Drive Bundoora  
PO Box 2037 Janefield Drive Bundoora 3083**

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**P: 03 8373 4719**

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**ABN 30 602 816 491**

Hassan Douni  
MJS Body Corporate Management  
12 / 19 Enterprise Drive  
Bundoora VIC 3083

[Info@mjsbodycorp.com.au](mailto:Info@mjsbodycorp.com.au)

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

## **What is an Owners Corporation?**

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

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

## **How are decisions made by an Owners Corporation?**

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

## **Owners Corporation rules**

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

## **Lot entitlement and lot liability**

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

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

## **Further information**

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

## **Management of an Owners Corporation**

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

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

## **MODEL RULES FOR AN OWNERS CORPORATION**

### **1 Health, safety and security**

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

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

#### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

#### **1.3 Waste disposal**

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

### **2 Management and administration**

#### **2.1 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.

### **3 Use of common property**

#### **3.1 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 his or her 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.

#### **3.2 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.

### **3.3 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.

## **4 Lots**

### **4.1 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 Behaviour of persons**

### **5.1 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.

### **5.2 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.

## **6 Dispute resolution**

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



**MJS Body Corporate Management** Pty Ltd

**[WWW.MJSBODYCORP.COM.AU](http://WWW.MJSBODYCORP.COM.AU)**

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**E: [INFO@MJSBODYCORP.COM.AU](mailto:INFO@MJSBODYCORP.COM.AU)**

**ABN 30 602 816 491**

# **ANNUAL REPORTS**

**for the financial year to 30/06/2018**

**Owners Corporation 726943U**

**20 Chapman Street, North Melbourne VIC 3051**

**Manager: Hassan Douni**

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Income & Expenditure Statement	2
Insurance	3



## Balance Sheet (Detailed)

### As at 30/06/2018

Owners Corporate 726943U

20 Chapman Street, North Melbourne VIC 3051

**Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	397.16
Owners Equity--Admin	738.86
	<u>1,136.02</u>

**Maintenance Fund**

Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>

**Net owners' funds**\$1,136.02**Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	1,606.07
Receivable--Levies--Admin	651.07
	<u>2,257.14</u>

**Maintenance Fund**0.00**Unallocated Money**0.00*Total assets*2,257.14**Less liabilities****Administrative Fund**

Prepaid Levies--Admin	1,121.12
	<u>1,121.12</u>

**Maintenance Fund**0.00**Unallocated Money**0.00*Total liabilities*1,121.12**Net assets**\$1,136.02



## Income & Expenditure Statement for the financial year to 30/06/2018

Owners Corporate 726943U

20 Chapman Street, North Melbourne VIC 3051

### Administrative Fund

	Current period 01/07/2017-30/06/2018	Annual budget 01/07/2017-30/06/2018
<b>Revenue</b>		
Interest on Arrears--Admin	22.23	0.00
Levies Due--Admin	8,534.80	5,600.00
<i>Total revenue</i>	<u>8,557.03</u>	<u>5,600.00</u>
<b>Less expenses</b>		
Admin--Agent Disbursements	174.96	175.00
Admin--Bank Charges--Account Fees	1.95	0.00
Admin--Legal & Debt Collection Fees	33.00	0.00
Admin--Management Fees--Contract	2,310.00	2,310.00
Insurance--Premiums	5,385.38	0.00
Maint Bldg--After Hours Service	0.00	220.00
Maint Bldg--Repairs--Building	214.50	800.00
Utility--Water	40.08	0.00
<i>Total expenses</i>	<u>8,159.87</u>	<u>3,505.00</u>
<b>Surplus/Deficit</b>	<u>397.16</u>	<u>2,095.00</u>
Opening balance	738.86	738.86
<b>Closing balance</b>	<u><u>\$1,136.02</u></u>	<u><u>\$2,833.86</u></u>





## Insurance as at 30/06/2018

---

Owners Corporation 726943U

20 Chapman Street, North Melbourne VIC 3051

---

Policy No. VRSC1500308 Strata Community Insurance  
6

Type: Building Broker: Honan Insurance Group Pty Ltd

Premium: \$0.00 Paid on: 28/05/2018 Policy start date: 28/05/2016 Next due: 28/05/2019

Cover	Sum insured	Excess
Building	\$2,000,000.00	\$300.00
Fidelity Guarantee	\$100,000.00	\$250.00
Lot Owners' Fixtures & Improvements	\$300,000.00	\$250.00
Public Liability	\$10,000,000.00	\$250.00
Loss of Rent	\$262,500.00	\$250.00
Personal Accident	\$200,000.00	\$250.00



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**ABN 39 170 132 454**

**OWNERS CORPORATION PS 726943U**

**20 Chapman Street North Melbourne**

## **Minutes of the Annual General Meeting**

Held on 13<sup>th</sup> August 2018 at  
Unit 12 / 19 Enterprise Drive  
Bundoora

---

### **APPOINTMENT OF A CHAIRPERSON**

Maureen Smith was appointed to chair the meeting.

The Chairperson welcomed those in attendance and declared the meeting open at 10.30am

### **LOT OWNERS PRESENT**

### **BY PROXY**

### **APOLOGIES**

May Thuy My Tran

### **IN ATTENDANCE**

Maureen Smith – MJS Body Corporate Management

### **QUORUM**

The chairperson noted that a quorum had not been achieved so in accordance with Section 78 of the Owners Corporation Act the meeting will proceed however all resolutions are interim resolutions and will follow the procedure in Subsection (4).

The effect of Subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period the interim resolution cannot be acted on until the resolution confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.



**1. CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING**

**Resolved by Ordinary Resolution**

That the Minutes of the Annual General Meeting held on 22/07/17 a copy of which is attached, be confirmed.

---

**2. REPORTS**

The Owners Corporation consider the Reports as attached.

**2.1. Owners Corporation Manager**

---

**3. PENALTY FOR LATE PAYMENT OF FEES**

**Resolved by Ordinary Resolution**

That in accordance with Section 29 of the Owners Corporation Act, the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

The rate of interest will be charged in accordance with the Penalty Interest Rates Act 1983. The rate is currently 9.6%.

---

**4. ARREARS INSTRUCTIONS**

**Resolved by Ordinary Resolution**

That the Owners Corporation instructs MJS Body Corporate Management to take all necessary steps to recover outstanding fees and charges from lot owners including sending a Reminder Notice, a Final Fee Notice and the making of an Application to VCAT with any subsequent enforcement in the Magistrates Court.

That all fees, costs and charges incurred by MJS Body Corporate Management for taking these arrears actions will be charged to the lot owner. In the event that the costs are not recovered from the lot owner the costs will be met by the Owners Corporation.

Note that a Special Resolution is in place that provides the Owners Corporation with the authority to commence an action in the Magistrates Court to recover outstanding fees and charges from lot owners.

---

**5. ADOPTION OF FINANCIAL STATEMENTS**

**Resolved by Ordinary Resolution**

That the Financial Statements as attached to this Notice be approved.

---

**6. ADMINISTRATION FUND BUDGET, FEES AND INSTALMENTS**

**Resolved by Ordinary Resolution**



- 6.1. That the Administration Fund Budget be approved at \$3,500.00
- 6.2. That the Administration Fund Fees (per Unit of Liability), the number of instalments and the due dates of each instalment be approved as follows :

No. of Instalment	Due Date	Amount	Period
1		43.75	1/07/18 – 31/12/2017
2		43.75	01/01/19 – 31/06/2019
Total payment per lot liability		87.5	
Total number of lot liabilities		40	

---

## 7. INSURANCE

### **Resolved by Ordinary Resolution**

That the insurance policy, the details of which are contained in the attached Policy Schedule, be adopted by the Owners Corporation:

Note that the policy does not cover any contents of lots. An example of items that are contents, and therefore not covered, are furniture, carpets, light fittings and window furnishings.

Note that in accordance with the Owners Corporation Contract of Appointment Clause 1.3 MJS Body Corporate Management has facilitated placement of this insurance and will manage all insurance matters including claims and will receive a brokerage fee for doing so. This brokerage fee in no way adds any additional cost to the premium.

### **Resolved by Ordinary Resolution**

That the Owners Corporation delegate the Manager authority to renew the insurance with the same policy benefits at the limits of cover currently held by the Owners Corporation with the insurer proposed by Honan Insurance Group (Insurance Brokers).

It was also resolved that a special levy be struck for any increase in the insurance.

---

## 8. ELECTION OF THE COMMITTEE

### **Resolved by Ordinary Resolution**

The Owners Corporation to confirm the following:

No Committee

---

## 9. ELECTION OF A CHAIRPERSON

To elect a Chairperson of the Owners Corporation

No Chairperson



#### **10. ELECTION OF A SECRETARY**

To elect a Secretary of the Owners Corporation.

No Secretary

#### **11. RISK & SAFETY REPORT**

Under current Victorian State Government laws in relation to Occupational Health & Safety, the Owners Corporation has a legal responsibility to ensure so far as reasonably practicable that the Common Property and means of entering or leaving it are safe and without risk to health.

It is recommended that a report of the property be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation fully complies with its legal obligations to ensure the recommendations made in the report are carried out in accordance with the report.

The cost of a Risk & Safety Report depends on the infrastructure contained in and the size of the Common Property.

##### **Resolved by Ordinary Resolution**

That the Owners Corporation delegate the Manager authority to arrange for a Risk & Safety Report and to address any risk and / or safety issues raised in the report.

It was resolved to carry this forward until the next annual general meeting

#### **12. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT**

Whilst not mandatory, it is "best practice" for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected.

It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

##### **Resolved by Ordinary Resolution**

That the Owners Corporation delegate the Manager authority to arrange for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

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#### **13. INSTALLATION OF SMOKE ALARMS (FOR NOTING)**

Since the 1<sup>st</sup> February 1999 in Victoria, smoke alarms complying with Australian Standard 3786:1993 must be installed in all residential buildings, including homes, units, flats and townhouses. It is the legal responsibility of owners and landlords to install smoke alarms and ensure they are maintained in working order.

In all new residential buildings constructed on or after 1<sup>st</sup> August 1997, the smoke alarms must be connected directly to the consumer power mains as well as having a battery back-up.



Residential buildings constructed before 1<sup>st</sup> August 1997 can be fitted with a battery-powered smoke alarm.

#### **14. GUTTER CLEANING**

##### **Resolved by Ordinary Resolution**

That each lot owner be responsible for the cleaning of gutters and spouting of their individual units. Failure to carry out the necessary maintenance may impact on the insurance coverage and any claims arising as a result of blocked gutters or spouting may be denied. Owners should only use contractors who comply with OH&S requirements and hold appropriate insurance.

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#### **GENERAL BUSINESS**

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As there were no lot owners in attendance either in person or by proxy the Minutes of the meeting will be sent to all lot owners.

If there is no petition for a further meeting within 28 days then the Resolutions of the meeting will be taken as passed in the affirmative.

#### **CLOSURE**

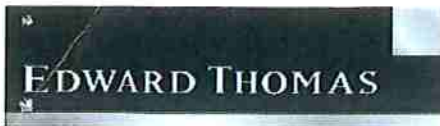
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There being no further business the Chairperson declared the meeting closed at 11.12am

For further information contact:

Maureen Smith  
Owners Corporation Manager  
MJS Body Corporate Management  
PO Box 2037  
Janefield Drive Bundoora 3085





# Residential Tenancy Agreement

Residential Tenancies Act 1997

## Conditions of Agreement

7 Bickford Lane, North Melbourne, VIC 3051

1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto BETWEEN the LANDLORD whose name and address is specified in item 2 in the schedule whose AGENT is specified in item 3 in the Schedule and the TENANT whose name and address is specified in item 4 in the Schedule.

### PREMISES AND RENT

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the TENANT to the party specified in item 8 in the Schedule.

### BOND

The TENANT shall pay a BOND of the amount specified in item 9 of the Schedule to the LANDLORD/AGENT on receiving the keys for the property.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND

### FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 in the Schedule COMMENCING on the date specified in item 12 in the Schedule and ENDING on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this Agreement shall then continue as a periodic tenancy.

OR

### PERIODIC TENANCY

This Agreement shall commence in the date specified in item 13 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

### CONDITION OF THE PREMISES

The LANDLORD shall make sure that the premises are maintained in good repair.

### DAMAGE TO THE PREMISES

- (a) The TENANT shall make sure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD/AGENT of any damage to the premises as soon as practicable.

### CLEANLINESS OF THE PREMISES

- (a) The LANDLORD shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter in to occupation of the premises.
- (b) The TENANT shall keep the premises in a reasonably clean condition during the period of the Agreement.

### USE OF PREMISES

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

### QUIET ENJOYMENT

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

### ASSIGNMENT OR SUB-LETTING

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

### RESIDENTIAL TENANCIES ACT, 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act, 1997 for further rights and duties).



## ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 are set out in this section.

### COMMENCING THE TENANCY

9. The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services. It is the LANDLORD'S responsibility to pay for the initial connection charges of these services but not for any connection costs of the telephone service when this service has previously been connected to the premises.
10. The TENANT acknowledges that the LANDLORD'S insurance policy does not provide cover for the TENANT'S possessions. *Note - It is strongly recommended that the TENANT take out contents insurance to adequately cover their possessions.*
11. The TENANT shall only use the premises for residential purposes unless the written consent of the LANDLORD is given to the contrary and shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
12. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or the Agent in relation to the suitability of the premises for the TENANT'S purposes otherwise than as provided herein.
13. The TENANT acknowledges that no promises, representations or warranties have been given by the LANDLORD or the AGENT in relation to any further renewal of this Agreement other than as specified in Item 11 of the attached Schedule.
14. The TENANT acknowledges that the LANDLORD may require possession of the premises at the termination of this Agreement and may issue a Notice to that effect prior to the expiry of this Tenancy Agreement.
15. The TENANT acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement and that any change of occupant(s) must be immediately notified to the AGENT in writing in accordance with Condition 7 and a Bond Transfer form completed in accordance with the Residential Tenancies Act 1997. A fee of \$85.00 will be charged by the AGENT to the TENANT for the transfer of TENANTS.
16. The TENANT acknowledges that whilst all due care has been taken by the LANDLORD and the AGENT to ensure that all keys held by previous occupiers of the property have been returned, to ensure total security it is the LANDLORD and the AGENT'S recommendation that the barrels to all locks are changed at the TENANT'S expense.
- The TENANT shall not keep any animal, bird, or pet on the premises without the written consent of the LANDLORD. Written consent from the Body Corporate is required in residences where a Body Corporate is present.

### DURING THE TENANCY

18. The LANDLORD acknowledges the TENANT'S right to change the locks on the premises providing a duplicate key is supplied to the AGENT. The LANDLORD also acknowledges the TENANT'S right to change the alarm code on the premises providing the AGENT is immediately advised of the new alarm code.
19. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. (An example of this could be the storage of flammable liquids or the use of kerosene or oil burning heaters in the premises.)
20. The TENANT shall notify the AGENT immediately upon becoming aware of any damage to or defects in the premises.
21. The TENANT or anyone on the premises with the consent of the TENANT shall ensure that care is taken to avoid damaging the rented premises.
22. The TENANT/S hereby agree/s to give immediate notice of any blockages or defects in drains, water services or sanitary systems. At no time should any item that could cause a blockage including feminine hygiene products, disposable nappies or excessive amounts of toilet paper be flushed down the sewerage, septic, storm water or drainage systems. The TENANT is responsible to pay all costs, charges and expenses that may be incurred in rectifying defects or blockages caused by the TENANT/S misuse or neglect.
23. The TENANT shall not paint or affix any sign or any antenna or cabling onto the premises or affix any nail, screw, fastening or adhesive to the interior or exterior of the premises without the prior written consent of the LANDLORD.
24. The TENANT shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the local Municipal Authority. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection and returned to its allotted place in accordance with local Municipal Authority by-laws.
25. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
26. The TENANT shall allow the LANDLORD or the AGENT to put on the premises a notice or notices 'To Let' during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or the AGENT to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement.
27. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the LANDLORD may increase the rent not more than twice a year with at least a six month interval. Rent will be increased by giving the tenant at least 60 days notice of the increase in writing.
28. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.
29. The TENANT shall, at the TENANT'S expense, replace with a similar type all lighting tubes, globes and downlights to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.
30. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the premises.
31. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in relation to the use, occupation and enjoyment of the premises and the Common Property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for provision, be payable by the LANDLORD. The Standard Rules of the Subdivision (Body Corporate) regulations, if not amended, apply to all Bodies Corporate.
32. The TENANT must check each smoke detector in the premises on a regular basis to ensure they are fully operational, to replace the battery with a battery of a similar type in each smoke detector as required; and to immediately notify the AGENT of any faulty smoke detector. *Note - these checks are to ensure the safety of the TENANT and the security of the premises.*



33. The TENANT hereby agrees to fully and regularly maintain the garden area, including the trees and shrubs in a neat and tidy condition at all times including weeding the garden beds as necessary, removing any garden rubbish, mowing the lawns on a regular basis and watering the garden, trees and lawns in compliance with any water restrictions that may be in force.
34. The TENANT hereby agrees to pay all rental payments on time. Part payments are unacceptable. The TENANT is responsible for the replacement of deposit books and rent cards. Any costs incurred by the AGENT to retrieve rental arrears shall be met by the TENANT.

#### ENDING THE TENANCY

35. If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the AGENT written notice of the TENANT'S intention to vacate the premises 28 days prior to the expiration of this Agreement.
36. If the TENANT remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the TENANT must give written notice of the TENANT'S intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the TENANT gives notice to the AGENT.
37. The TENANT acknowledges that it is the TENANT'S responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENT'S office and to continue paying rent until such time as the keys are received by the AGENT.
38. The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the TENANT shall not refuse to pay rent on the ground that the tenant intends to regard as rent paid by the TENANT, the Bond or any part of the Bond paid in respect of the Premises. The TENANT acknowledges that failure to abide by this section of the Act render the TENANT liable to a penalty of \$1,000.
39. The TENANT agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment at the termination of the tenancy, reinstating the premises or the land on which it is situated to the condition which existed at the commencement of the tenancy.
- The TENANT agrees to professionally Dry or Steam clean the carpets upon vacating the property and to provide the AGENT with a receipt for the work where:
- 1/ the carpets have been cleaned immediately prior to their tenancy; or
  - 2/ if the carpets have been additionally soiled as defined by the Condition Report provided at the beginning of the tenancy. If the carpets require cleaning at the end of the tenancy, the TENANT agrees to have them cleaned by a professional cleaning company. *Note - This is required as Supermarket hire machines have, in many instances, been the cause of damaged carpets for which the TENANT has been held responsible.*
41. The TENANT is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid.
42. The TENANT hereby agreed(s) that should they choose to assign or cancel the Tenancy Agreement as provided in Condition 7, they will be fully liable to reimburse the LANDLORD for reletting costs including:
- A pro-rata letting fee;
  - A pro-rata of any advertising/marketing costs incurred;
  - Rental database checks on each applicant; and
  - Rent on the premises until such time as the Tenancy Agreement on the premises is assigned or cancelled or the expiry of the Tenancy Agreement, whichever occurs first.

I/We hereby acknowledge that I/we have read and understood all the above clauses.

TENANT/S ☒ Super - Mid

NESS

LANDLORD/AGENT

WITNESS

## SCHEDULE

- Item 1: DATE OF AGREEMENT: Wednesday, 14 March 2018
- Item 2: LANDLORD: Connie and Jamie Morison  
C/- Edward Thomas A.C.N. 151 209 022  
488 Macaulay Road  
KENSINGTON VIC 3031
- Item 3: AGENT: Edward Thomas A.C.N. 151 209 022  
488 Macaulay Road  
KENSINGTON VIC 3031  
Telephone: (03)9376 3322  
FACSIMILE: (03)9376 3233  
Email: athomas@edwardthomas.com.au
- Item 4: TENANT: Lily Lapper; Adam Cicolini
- Item 5: PREMISES: 7 Bickford Lane, North Melbourne, VIC 3051  
Including chattels (attach inventory if necessary)
- Item 6: RENTAL: \$2,694.00 due monthly in advance.
- Item 7: COMMENCING ON: 17/03/2018
- Item 8: RENTAL PAYMENTS: To Landlord/Agent at 488 Macaulay Rd, Kensington 3031
- Item 9: BOND: \$2,694.00
- Item 10: URGENT REPAIRS: The Landlord authorises the Agent to undertake urgent repairs in accordance with the Residential Tenancies Act 1997 up to \$1,800 (INC GST).  
Ed Tombs 0414 773 830

### \* FIXED TERM AGREEMENT

- Item 11: TERM: Twelve (12) month
- Item 12: COMMENCEMENT DATE: 17/03/2018
- Item 13: TERMINATION DATE: 16/03/2019

SIGNED by the LANDLORD/AGENT: \_\_\_\_\_

In the presence of (Witness): \_\_\_\_\_

SIGNED by the TENANT: **X** \_\_\_\_\_

In the presence of (Witness): \_\_\_\_\_

The TENANT hereby acknowledges having received a copy of Renting – Your Rights and Responsibilities, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.

SIGNED by the TENANT:  
**X** \_\_\_\_\_

**SPECIAL CLAUSES**

**1. POLISHED FLOORBOARDS**

The tenant agrees that any damage caused to floorboards be will rectified by the tenant at the tenants expense, other than normal wear and tear. Please place felt or simillar under your furniture to protect the timber flooring.

**2. APPLIANCES**

The tenant understands that the appliances are a part of the property lease, any damage caused by the tenants will be repaired at the tenants expense, other than normal wear and tear.

SIGNED by the TENANT:

**X**

 ,   
\_\_\_\_\_

In the presence of (Witness):

# Due Diligence Checklist

What you need to know before buying a residential property

Before buying 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](http://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 on 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.