

Schedule 1 to the Land Registry Requirements
(see Requirement 3.7)
Representation Agreement - Specific Authority

Details

Client (you)	EC Participant (us)
Client 1 Name* <input style="width: 95%;" type="text"/>	Name (include ABN/ACN/ARBN) <input style="width: 95%;" type="text"/>
Client 2 Name* <input style="width: 95%;" type="text"/>	Address <input style="width: 95%;" type="text"/>
*If applicable include ABN/ACN/ARBN Address for correspondence <input style="width: 95%;" type="text"/>	☎ <input style="width: 20%;" type="text"/> Email <input style="width: 20%;" type="text"/>
Attention <input style="width: 95%;" type="text"/>	Signed for us <input style="width: 95%;" type="text"/>
☎ <input style="width: 20%;" type="text"/> Email <input style="width: 20%;" type="text"/>	Name of signatory <input style="width: 95%;" type="text"/>

Property 1	Property 2
Address: <input style="width: 95%;" type="text"/>	Address: <input style="width: 95%;" type="text"/>
Volume / Folio: <input style="width: 95%;" type="text"/>	Volume / Folio: <input style="width: 95%;" type="text"/>
1 Transactions: (See clause 1). (a) Sale <input type="checkbox"/> Yes <input type="checkbox"/> No (b) Purchase <input type="checkbox"/> Yes <input type="checkbox"/> No (c) Discharge of mortgage <input type="checkbox"/> Yes <input type="checkbox"/> No (d) New mortgage <input type="checkbox"/> Yes <input type="checkbox"/> No (e) Withdrawal of caveat <input type="checkbox"/> Yes <input type="checkbox"/> No (f) Other (please specify) <input style="width: 80%;" type="text"/>	1 Transactions: (See clause 1). (a) Sale <input type="checkbox"/> Yes <input type="checkbox"/> No (b) Purchase <input type="checkbox"/> Yes <input type="checkbox"/> No (c) Discharge of mortgage <input type="checkbox"/> Yes <input type="checkbox"/> No (d) New mortgage <input type="checkbox"/> Yes <input type="checkbox"/> No (e) Withdrawal of caveat <input type="checkbox"/> Yes <input type="checkbox"/> No (f) Other (please specify) <input style="width: 80%;" type="text"/>
2 Form of CT (See clause 3) (complete only if applicable). You require a <input type="checkbox"/> pCT <input type="checkbox"/> eCT. If pCT, who is to hold the pCT? <input type="checkbox"/> us <input type="checkbox"/> other <input style="width: 95%;" type="text"/> <small>(If "Other" specify full name of person authorised to have possession and control of the pCT)</small>	2 Form of CT (See clause 3) (complete only if applicable). You require a <input type="checkbox"/> pCT <input type="checkbox"/> eCT. If pCT, who is to hold the pCT? <input type="checkbox"/> us <input type="checkbox"/> other <input style="width: 95%;" type="text"/> <small>(If "Other" specify full name of person authorised to have possession and control of the pCT)</small>

3 Identification (EC Participant or agent use only) We have verified the identity of the person or persons who have signed this agreement, in accordance with the Registrar of Titles' Identity Guidelines: Yes No

Signing

By signing this document you:

(a) give the instructions in, and are bound by all the terms of, this document; and

(b) acknowledge having read the Brochure and been given a copy to keep.

Date <input style="width: 80%;" type="text"/>	Signed for the Client in accordance with section 127 of the Corporations Act 2001 (C'wth) by authority of its directors*/ sole director* (*delete whichever inapplicable)
Signed by or for the Client Signature by or for Client 1 <input style="width: 95%;" type="text"/> Print name <input style="width: 95%;" type="text"/> (*delete if inapplicable) <input style="width: 95%;" type="text"/>	Signature of director/sole director and sole secretary <input style="width: 95%;" type="text"/> Name <input style="width: 95%;" type="text"/>
(*delete if inapplicable) <input style="width: 95%;" type="text"/> *As attorney for Client under power of attorney Dated: <input style="width: 95%;" type="text"/>	Signature of director/ company secretary <input style="width: 95%;" type="text"/> Name <input style="width: 95%;" type="text"/>
Signature by or for Client 2 <input style="width: 95%;" type="text"/> Print name <input style="width: 95%;" type="text"/>	

General Terms

1 What you authorise

You appoint us to act on your behalf in the EC System to:

- (a) digitally sign and authorise Electronic Submission of any Electronic Document required in connection with a Transaction;
- (b) authorise LX to arrange Electronic Financial Settlement of each Transaction unless you instruct us otherwise;
- (c) give instructions to the person in control of the eCT to enable the Transactions to occur; and
- (d) do anything else necessary on your behalf in the EC System in connection with the Transaction.

We must do so only in accordance with the instructions you give us in this agreement and otherwise for the purposes of this agreement.

2 CT before Transactions occur

If you are the registered proprietor of a Property that does not have an eCT, you authorise us to do what is necessary to arrange for the existing pCT to be surrendered to LR and an eCT issued in substitution to enable the Transactions to occur.

If the Property is not subject to a registered mortgage, you authorise us to be nominated as the person in control of the eCT.

3 CT after Transactions have been completed

If, as the result of a Transaction, you are to become the registered proprietor of a Property:

- (a) (**registered mortgage**) subject to one or more registered mortgages, you acknowledge that the form of the CT is to be determined by the first mortgagee;
- (b) (**no registered mortgage**) not subject to a registered mortgage, you may authorise in the Details whether you require a pCT or eCT. If you select an eCT or if nothing is specified in the Details, you acknowledge that we are to be the person in control of the eCT.

4 If we are in control of the eCT

If we are the person in control of the eCT under clauses 2 or 3(b), we must not effect any dealing with it other than in accordance with this agreement or any other written instructions from all of you.

5 Changing instructions

You may change your instructions to us in connection with a Transaction (including by terminating them) at any time before we are no longer able to change information entered by us into the EC System in connection with the Transaction. However, if we receive inconsistent instructions from any two or more of you before that time, we are not to proceed further with the Transaction until we receive in writing consistent instructions from all of you.

6 Execution by an attorney

If this agreement is executed by an attorney acting under a power of attorney from you, then, by executing this agreement,

the attorney states that the attorney has received no notice of revocation of the power of attorney.

7 Our obligations

We agree to comply with all our obligations under the EC System Rules.

8 Applicable law

This agreement is governed by the law in force in Victoria. You and we submit to the non-exclusive jurisdiction of the courts of that place.

9 Meaning of words

Brochure means the booklet entitled "Electronic Conveyancing".

CT means certificate of title.

EC System means the electronic conveyancing system operated by LX which facilitates the electronic financial settlement, and submission to LR, of transactions relating to land in Victoria.

EC System Rules means the rules governing a Subscriber's participation in the EC System.

eCT means an electronic CT.

Electronic Document means, for a Transaction, any document in electronic form prepared by LX in connection with the electronic lodgment file generated by the EC System for the Transaction which a Subscriber is required to digitally sign to enable the Transaction to be processed within the EC System.

Electronic Financial Settlement means the process by which the EC System facilitates payment obligations of parties to transactions relating to land in Victoria being cleared and settled through the Reserve Bank Information and Transfer System (RITS).

Electronic Submission means, for a Transaction, submission to LR and SRO using the EC System of all information and Electronic Documents required by LR and SRO for the Transaction.

LR means Land Registry, a business unit of the Department of Sustainability and Environment, Victoria.

LX means Land Exchange, a business unit of the Department of Sustainability and Environment and the operator of the EC System.

pCT means a paper CT.

Property means a property identified in the Details.

SRO means the State Revenue Authority, a service agency of the Department of Treasury and Finance, Victoria.

Subscriber means a participant in the EC System.

Transaction means a transaction identified in the Details.

We, means the person named as **EC Participant** in the Details.

You means the person or persons named in the Details as **Client**. If there are more than one, then, unless otherwise specified, you means each of them separately and every two or more of them jointly.

Schedule 2 to the Land Registry Requirements
(see Requirement 3.7)
Representation Agreement: Standing Authority

Details

Client (you)	EC Participant (us)
Client 1 Name* <input style="width: 90%;" type="text"/>	Name (include ABN/ACN/ARBN) <input style="width: 90%;" type="text"/>
Client 2 Name* <input style="width: 90%;" type="text"/>	Address <input style="width: 90%;" type="text"/>
*If applicable include ABN/ACN/ARBN	☎ <input style="width: 20%;" type="text"/> Email <input style="width: 20%;" type="text"/>
Address for correspondence <input style="width: 90%;" type="text"/>	Signed for us <input style="width: 90%;" type="text"/>
Attention <input style="width: 90%;" type="text"/>	Name of signatory <input style="width: 90%;" type="text"/>
☎ <input style="width: 20%;" type="text"/> Email <input style="width: 20%;" type="text"/>	

Transactions

1 (See clause 1).

(a) Sale	<input type="checkbox"/> Yes <input type="checkbox"/> No	(d) New mortgage	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Purchase	<input type="checkbox"/> Yes <input type="checkbox"/> No	(e) Withdrawal of caveat	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) Discharge of mortgage	<input type="checkbox"/> Yes <input type="checkbox"/> No	(f) Other (please specify)	

2 **Form of CT** (See clause 3(b)) (complete only if applicable). You require a pCT eCT. If pCT, who is to hold the pCT? us other

(If "Other" specify full name of person authorised to have possession and Control of the pCT)

3 **Identification** (EC Participant or agent use only) We have verified the identity of the person or persons who have signed this agreement, in accordance with the Registrar of Titles' Identity Guidelines: Yes No

Signing

By signing this document you:

(a) give the instructions in, and are bound by all the terms of, this document; and

(b) acknowledge having read the Brochure and been given a copy to keep.

Date

<p>Signed by or for the Client</p> <p>Signature by or for Client 1 <input style="width: 90%;" type="text"/></p> <p>Name <input style="width: 90%;" type="text"/></p> <p>(*delete if inapplicable) <input style="width: 90%;" type="text"/></p> <p>*As attorney for Client under power of attorney</p> <p>Dated: <input style="width: 90%;" type="text"/></p> <p>Signature by or for Client 2 <input style="width: 90%;" type="text"/></p> <p>Name <input style="width: 90%;" type="text"/></p>	<p>Signed for the Client in accordance with section 127 of the Corporations Act 2001 (C'wlth) by authority of its directors*/sole director* (*delete whichever is inapplicable)</p> <p>Signature of director/sole director and sole secretary <input style="width: 90%;" type="text"/></p> <p>Name <input style="width: 90%;" type="text"/></p> <p>Signature of director/company secretary <input style="width: 90%;" type="text"/></p> <p>Name <input style="width: 90%;" type="text"/></p>
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General Terms

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- (a) digitally sign and authorise Electronic Submission of any Electronic Document required in connection with a Transaction;
- (b) authorise LX to arrange Electronic Financial Settlement of each Transaction unless you instruct us otherwise;
- (c) give instructions to the person in control of the eCT to enable the Transactions to occur; and
- (d) do anything else necessary on your behalf in the EC System in connection with a Transaction.

We must do so only in accordance with the instructions you give us in this agreement and otherwise for the purposes of this agreement.

2 CT before Transactions occur

If you are the registered proprietor of a Property that does not have an eCT, you authorise us to do what is necessary to arrange for the existing pCT to be surrendered to LR and an eCT issued in substitution to enable the Transactions to occur.

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3 CT after Transactions have been completed

If, as the result of a Transaction, you are to become the registered proprietor of a Property:

- (a) **(registered mortgage)** subject to one or more registered mortgages, you acknowledge that the form of the CT is to be determined by the first mortgagee;
- (b) **(no registered mortgage)** not subject to a registered mortgage, you may authorise in the Details whether you require a pCT or eCT. If you select an eCT or if nothing is specified in the Details, you acknowledge that we are to be the person in control of the eCT, including after this agreement ends under clause 7.

4 If we are in control of the eCT

If we are the person in control of an eCT under clauses 2 or 3(b), we must not effect any dealing with it other than in accordance with this agreement or any other written instructions from all of you.

5 Changing instructions

You may change your instructions to us in connection with a Transaction (including by terminating them) at any time before we are no longer able to change information entered by us into the EC System in connection with a Transaction. However, if we receive inconsistent instructions from any two or more of you before that time, we are not to proceed further with the Transaction until we receive in writing consistent instructions from all of you.

6 Execution by an attorney

If this agreement is executed by an attorney acting under a power of attorney from you, then, by executing this agreement, the attorney states that the attorney has received no notice of revocation of the power of attorney.

7 Termination

Either party may terminate this agreement by giving notice in writing to the other.

Clauses 2 and 3 survive the termination of this agreement.

8 Our obligations

We agree to comply with all our obligations under the EC System Rules.

9 Applicable law

This agreement is governed by the law in force in Victoria. You and we submit to the non-exclusive jurisdiction of the courts of that place.

10 Meaning of words

Brochure means the booklet entitled "Electronic Conveyancing".

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Electronic Document means, for a Transaction, any document in electronic form prepared by LX in connection with the electronic lodgment file generated by the EC System for the Transaction which a Subscriber is required to digitally sign to enable the Transaction to be processed within the EC System.

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Electronic Submission means, for a Transaction, submission to LR and SRO using the EC System of all information and Electronic Documents required by LR and SRO for the Transaction.

LR means Land Registry, a business unit of the Department of Sustainability and Environment, Victoria.

LX means Land Exchange, a business unit of the Department of Sustainability and Environment and, the operator of the EC System.

pCT means a paper CT.

Property means a property you instruct us to be the subject of a Transaction.

SRO means the State Revenue Authority, a service agency of the Department of Treasury and Finance, Victoria.

Subscriber means a participant in the EC System.

Transaction means a transaction of a type identified in the Details.

We, means the person named as **EC Participant** in the Details.

You means the person or persons named in the Details as **Client** in the Details. If there are more than one, then, unless otherwise specified, you means each of them separately and every two or more of them jointly.

Schedule 3 to Land Registry Requirements

(See Requirement 3.5, 3.6)

Remote identification certificate

I certify that I am:

- an Australian legal practitioner
- an EC System Subscriber
- a Notary Public
- an Australian consular official

I certify that I have verified the identity of :

.....
[name of person being identified]

in accordance with Requirement 3 of the Victorian Registrar of Titles' Identity Guidelines and witnessed that person sign a Representation Agreement in my presence.

Dated: / /

Signature:

Print name:

Address:

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