

GOKSEL KAHRAMAN

CONTRACT OF SALE

UNIT 9/38 KING STREET, DANDENONG VIC 3175

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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/...../20.....

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)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../20.....

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

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Harcourts
Address: 2/82 Cheltenham Road, Dandenong VIC 3175
Email: chris.zhang@harcourts.com.au
Tel: Mob: 0434 627 345 Ref: Chris Zhang

Vendor

Name: **GOKSEL KAHRAMAN**
Address: Unit 9/38 King Street, Dandenong VIC 3175

Vendor's legal practitioner or conveyancer

Name: DSA Law
Address: Level 2, 180 Queen Street, Melbourne 3000
Email: vlow@dsalaw.com.au
Tel: (03) 8595 9580 Fax: (03) 8677 6500 Ref: JDM: VL: 230014

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11461 Folio 277	9	PS627467D

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 9/38 King Street, Dandenong VIC 3175**

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

All fixed floor covering, electrical light fittings, roller blinds, bathroom cabinet and wardrobe in Master bedroom.

Payment (general condition 11)

Price \$
Deposit \$ 10% payable upon signing the Contract
Balance \$ payable at settlement

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
☐ This sale is a sale of a 'going concern' if the box is checked
☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on the * 30th /60th day from the Day of Sale

**Delete whichever is not applicable*

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

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

Lease (general condition 5.1)

- ☐ ~~At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*: Refer to the leases attached to the Vendor's Statement~~
☐ ~~a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years~~
OR
☐ ~~a residential tenancy for a fixed term ending on / /20.....~~
OR
☐ ~~a periodic tenancy determinable by notice~~

Terms contract (general condition 30)

- ☐ ~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)~~

Loan (general condition 20)

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:
Lender:
(or another lender chosen by the purchaser)
Loan amount: no more than \$ Approval date: / /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

THIS CONTRACT INCLUDES SPECIAL CONDITIONS

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 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.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. ~~DEPOSIT BOND NOT USED~~

- 15.1 ~~This general condition only applies if the applicable box in the particulars of sale is checked.~~
- 15.2 ~~In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.~~
- 15.3 ~~The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.~~
- 15.4 ~~The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.~~
- 15.5 ~~Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:~~
- ~~(a) settlement;~~
 - ~~(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;~~
 - ~~(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and~~
 - ~~(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.~~
- 15.6 ~~The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.~~
- 15.7 ~~Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.~~
- 15.8 ~~This general condition is subject to general condition 14.2 [deposit].~~

16. ~~BANK GUARANTEE NOT USED~~

- 16.1 ~~This general condition only applies if the applicable box in the particulars of sale is checked.~~
- 16.2 ~~In this general condition:~~
- ~~(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and~~
 - ~~(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.~~
- 16.3 ~~The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.~~
- 16.4 ~~The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:~~
- ~~(a) settlement;~~
 - ~~(b) the date that is 45 days before the bank guarantee expires;~~
 - ~~(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and~~
 - ~~(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.~~
- 16.5 ~~The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.~~
- 16.6 ~~The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.~~

~~16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.~~

~~16.8 This general condition is subject to general condition 14.2 [deposit].~~

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 ~~This general condition only applies if the applicable box in the particulars of sale is checked.~~
- 21.2 ~~The purchaser may end this contract within 14 days from the day of sale if the purchaser:~~
 - ~~(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;~~
 - ~~(b) gives the vendor a copy of the report and a written notice ending this contract; and~~
 - ~~(c) is not then in default.~~
- 21.3 ~~All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.~~

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 ~~This general condition only applies if the applicable box in the particulars of sale is checked.~~
- 22.2 ~~The purchaser may end this contract within 14 days from the day of sale if the purchaser:~~
- ~~(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;~~
 - ~~(b) gives the vendor a copy of the report and a written notice ending this contract; and~~
 - ~~(c) is not then in default.~~
- 22.3 ~~All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.~~
- 22.4 ~~A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.~~
- 22.5 ~~The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.~~

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 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.
- 24.2 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.
- 24.3 The remaining provisions of this general condition 24 only apply 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.
- 24.4 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.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 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 and 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.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 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.
- 24.9 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Authority	means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (if any right), any utility service provider, the Insurance Council of Australia and any person, body, entity or authority exercising a power under any Law.
Business Day	means a day on which banks are open for business in Melbourne, Victoria or other place where the notice or other communication is received or where an act is to be done, excluding a Saturday, Sunday or a public holiday.
Contaminant	means a solid, liquid, gaseous or other substance, odour, heat, sound, vibration or radiation which is or may be: (a) noxious or poisonous; (b) obnoxious or offensive to the senses of human beings; (c) harmful or potentially harmful to the Environment or the health, welfare, safety or property of human beings; (d) poisonous, harmful or potentially harmful to animals or plants; (e) non-compliant with Environment Law; or (f) detrimental to any beneficial use made of the Property, and includes the Known Contaminant.
Contamination	has a corresponding meaning.
Environment	has the meaning given to it in the Environment Protection Act 1970.
Environment Law	means any Law regulating or otherwise relating to the Environment or any Contaminant including any Law relating to land use, planning, pollution of air, water, soil or ground water, chemicals, waste, asbestos, dangerous goods or to any other aspect of protection of the Environment or person or property.
GST	means has the meaning given to it in the GST Act.
GST Act	means the A New Tax System (Goods and Services Tax) Act 1999.
Guarantee	means the deed of guarantee and indemnity annexed to this contract as Annexure A.
Guarantor	means the guarantor specified in Annexure A.
Input Tax Credit	has the meaning given to it in the GST Act.
Interest	means any interest calculated under special condition 8.1.
Law	includes any law, act, statute, ordinance, rule, regulation, proclamation, by-law or other form of secondary or delegated legislation and any Requirement.
Loss	includes any damage, injury, loss, claim, action, liability, cost, fine, penalty, expense, outgoing or payment.
Margin Scheme	means the scheme for working out the amount of GST on a Taxable Supply of real property under section 75-5 of the GST Act.

Nomination Form	means the nomination form annexed to this contract as Annexure B.
Nominee	means a substitute or additional purchaser nominated by the Purchaser.
Outgoing	Means rates, charges, fees assessments, Taxes (including state land tax), contributions, impositions levies or other amounts, including Owners Corporation charges, levies and special levies payable in respect of the property
Property	means the Land referred to in the Particulars of Sale.
Residue	means the Balance and any other monies owing under the contract;
Requirement	includes any standards, criteria, notices, orders, demands, directions or requirements of any Authority.
Services	means water, sewerage, drainage, gas, electricity, telephone and other installations and services on or available to the Property.
Going Concern	has the meaning given to it in Section 38-325 of the GST Act.
Tax Invoice	has the meaning given to it in the GST Act.
Taxable Supply	has the meaning given to it in the GST Act.
Vendor's Statement	means a statement made by the Vendor under section 32 of the Sale of Land Act 1962, a copy of which is annexed.

1.2 Interpretation

In this contract unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in the contract have a corresponding meaning;
- (d) "including" and similar expressions are not words of limitation;
- (e) a reference to a person's rights includes that person's right, power, remedy, privilege or authority;
- (f) a reference to a thing includes the whole and part of that thing;
- (g) a reference to persons include corporation and bodies;
- (h) a reference to a group of persons means the group as a whole and each person individually;
- (i) a reference to a party includes that party's successors, legal personal representatives, executors, administrators and permitted assigns;
- (j) a reference to an act, statute regulation, proclamation, ordinance or by-law includes all acts, statutes, regulations, proclamations, ordinances or by-laws varying, amending, consolidation, updating or replacing it, and a reference to an act or statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (k) A reference to a document or agreement includes all amendments or supplements to or replacements or novation's of that document or agreement;
- (l) A reference to a clause, party, schedule or annexure is a reference to a clause of and a party, schedule and annexure to this contract and a reference to this contract includes any schedules and annexures;
- (m) A reference to \$ is a reference to the currency of Australia; and
- (n) Headings are for convenience only and do not affect the interpretation of this contract.

1.3 Particulars of Sale

Capitalised terms used in this contract have the meaning attributed to them in the Particulars of Sale.

1.4 Contra Proferentem

If any ambiguity arises in relation to a provision of this contract, the provision must not be construed to the prejudice of the Vendor.

1.5 Conflict

In the event that there is any conflict or inconsistency between the general conditions and the special conditions, the special conditions shall prevail.

1.6 Business Day

Where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.7 Capacity

If the Purchaser enters into this contract as a trustee, this contract binds the Purchaser both personally and in its capacity as trustee.

2. IDENTITY AND CONDITION OF PROPERTY AND CHATTELS

2.1 Property and Chattels

The Purchaser acknowledges that:

- (a) the Property sold and inspected is identical with the Property described in the Particulars of Sale;
- (b) it has inspected the Property and Chattels and has satisfied itself as to the nature, condition, quality or state of repair of the Property and the Chattels;
- (c) the Property and Chattels are sold in their present condition and state of repair (fair wear and tear excepted) and subject to all faults and defects existing at the Day of Sale;
- (d) the Property and Chattels have been purchased at the price agreed on as a result of the Purchaser's own inspection and enquires relating to the Property and Chattels; and
- (e) it has satisfied itself about all approvals and consents for the purposes for which the Property may be used under any Law, including any proposals which the Purchaser may have for the subdivision, development or use of the Property.

2.2 Purchaser's acknowledgements

The Purchaser acknowledges and agrees that:

- (a) before signing this contract or any agreement or document in respect of this sale, the Purchaser has received a signed Vendor's Statement;
- (b) the Vendor's Estate Agent has acted as the sole agent for the Vendor;
- (c) no representation, statement, claim or warranty of any nature (whether express or implied) has been made or given by or on behalf of the Vendor other than those set out in this contract; and
- (d) the Purchaser does not rely on any representation, statement, claim or warranty of any nature (whether express or implied) made or given made or given by or on behalf of the Vendor other than those set out in this contract.

2.3 No warranty or representation

The Vendor makes no representation, statement, claim or warranty of any nature (whether express or implied):

- (a) about the nature, condition, quality or state of repair of the Property or Chattels;
- (b) about any defects (latent or patent), dilapidation or infestation of the Property (including any

matters relating to Environment Law);

- (c) about the fitness of the Property or Chattels for any purpose;
- (d) about any financial return or income that can be derived from the Property as to the nature or force or effect or the validity of any town planning permits issued in relation to the Property or of the compliance with those permits;
- (e) about any use permitted by Law or any development to which the Property may be put;
- (f) as to whether the Property or the Chattels is suitable for the Purchaser's intended purpose;
- (g) as to whether the Property complies with Environment Law or any other Law;
- (h) as to whether the Property and any improvements comply with any law, code or regulation;
- (i) that any improvements lie within the boundaries of the Property; or
- (j) that any improvements of third parties do not encroach on the Property.

2.4 No claim

The Purchaser will not:

- (a) make any objection, requisition or claim for compensation or delay payment of the Residue or otherwise rescind or terminate this contract in respect of any:
 - (i) misdescription of the Property;
 - (ii) deficiency or discrepancy in the area, location, measurements or boundaries of the Property;
 - (iii) improvements not lying within the boundaries of the Property;
 - (iv) improvements of third parties encroaching on the Property;
 - (v) buildings, structures and/or improvements that do not comply with any law, code or regulation;
 - (vi) other matters arising under this special condition; or
- (b) call on the Vendor to:
 - (i) amend the title or contribute to the expense of any amendment to the title of the Property; or
 - (ii) do anything or bear the costs of doing anything in relation to any matters arising under this special condition.

3. DEBRIS REMOVAL

The Purchaser acknowledges and agrees that:

- (a) it is purchasing the Property subject to any and all material (of any kind), rubbish or debris that is presently or at the Settlement Date located on the Property (debris) and will not require any debris to be removed from the Property either before or after the Settlement Date; and
- (b) it will take possession of the Property subject to all debris and is not entitled to make any objection, requisition or claim for compensation or delay payment of the Residue or otherwise rescind or terminate this contract by reason of any debris located on the Property.

4. PLANNING

4.1 Planning restrictions

The Purchaser purchases the Property subject to any restrictions imposed by the provisions of the relevant planning scheme, any planning permits or planning controls applicable to the Property.

4.2 Use of Property

Any restriction on the use or development of the Property under any act, order, plan or scheme imposed or constituted by any Law empowered to control the use of the Property will not affect the validity of this contract or constitute a defect in the Vendor's title to the Property.

4.3 No claim

The Purchaser cannot make any objection, requisition or claim for compensation or delay payment of the Residue or otherwise rescind or terminate this contract in relation to any matters relating to the use or development of the Property.

5. CHATTELS

The Chattels sold with the Property will not pass to the Purchaser until payment of the whole Price and all other money due to the Vendor under this contract.

6. EXISTING SERVICES

6.1 Title subject to existing services

The Purchaser takes title subject to the existing Services (if any) **and** the existing rights (if any) to use them.

6.2 No claim

The Purchaser cannot make any objection, requisition or claim for compensation or delay payment of the Residue or otherwise rescind or terminate this contract because:

- (a) any connections are made through any other property and no rights or easements for the Services exist;
- (b) any rights or easements cannot be obtained or there are defects in the Services;
- (c) any water or sewerage main or any underground or surface storm water drain or any gas or electric light or other Services pass through, over or under the Property; or
- (d) at the Day of Sale or at the Settlement Date any statutory easement for the Services exists.

7. DEPOSIT

7.1 Payment of Deposit

- (a) The Purchaser must pay the Deposit to the Vendor's Solicitors or to the Vendor's Estate Agent within the time required by this contract.
- (b) If the Deposit is paid by a cheque and the cheque is not paid on presentation, the Purchaser will immediately and without notice be in default under this contract.

7.2 Stakeholder

- (a) The Vendor and the Purchaser irrevocably authorise the Vendor's Solicitors in the name of the solicitors in their capacity as stakeholders under the provisions of the Sale of Land Act 1962 to lodge at their direction the Deposit as an unsecured deposit in an interest-bearing account in a financial institution.
- (b) The principal of the Deposit must be accounted for in accordance with the provisions of the Sale of Land Act 1962.
- (c) All interest earned will be for the sole benefit of the vendor who will not be required to account for such interest.

7.3 Tax file number

The Purchaser must notify the Vendor of its tax file number within 7 days from the Vendor's request.

7.4 Interest and charges

- (a) By signing this Contract the Vendor and the Purchaser authorise the Vendor's Solicitors to invest

the Deposit in the name of the Vendor in a Controlled Money Account (as defined in the Legal Profession Uniform Law Application Act 2014) in accordance with the Sale of Land Act (1962) and the Legal Profession Uniform Law Application Act (2014).

- (b) The Vendor's Solicitors are entitled to withhold or deduct from the Deposit any amount of money that is necessary to meet any:
 - (i) withholding tax liability;
 - (ii) fees or charges imposed by the financial institution; or
 - (iii) statutory taxes or charges.

7.5 No liability

The Vendor and the Vendor's Solicitors are not liable to the Purchaser for any Loss arising from investing the Deposit (including the loss of the Deposit) or from the failure to invest the Deposit.

8. DEFAULT

8.1 Interest

- (a) If the Purchaser defaults in payment of any money under this contract (including the Deposit), interest at a rate **4%** higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* and calculated on the money overdue during the period of default must be paid to the Vendor without prejudice to any of the Vendor's rights.
- (b) The interest payable under special condition 8.1(a) may be capitalised by the Vendor at daily intervals.
- (c) Interest is payable to the Vendor on demand or at the same time and in the same manner as any other money is due under this contract, whichever is earlier.
- (d) The Purchaser's obligation to pay interest does not:
 - (i) prevent the Vendor from recovering any amount in excess of the interest arising from the Purchaser's breach; or
 - (ii) affect the Purchaser's obligation to pay the outstanding amount on the due date for payment.

8.2 Indemnity

The Purchaser indemnifies and keeps the Vendor indemnified against all Loss suffered or incurred directly or indirectly by the Vendor caused or contributed to by the Purchaser breaching a warranty in this contract or failing to comply with this contract including:

- (a) interest;
- (b) the cost of obtaining bridging finance or other credit accommodation to complete the Vendor's purchase of another property and interest, charges and fees charged on the bridging finance or other credit accommodation;
- (c) interest, charges and other expenses payable by the Vendor under any existing mortgage over the Property calculated from the Settlement Date;
- (d) accommodation expenses necessarily incurred by the Vendor;
- (e) legal costs and expenses on a solicitor and own client basis;
- (f) penalties and any other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property; and
- (g) any consequential Loss suffered by the Vendor.

The Purchaser is deemed not to have cured the default until all Loss has been paid in full to the Vendor.

8.3 Other rights unaffected

Nothing in this special condition 8 limits or prejudices the Vendor's rights if the Purchaser defaults under the contract and the Purchaser acknowledges and agrees that the amounts payable under special condition 8.2 do not constitute a penalty but constitute notice to the Purchaser of the Loss the Vendor may suffer as a consequence of the Purchaser's default.

8.4 No merger

This special condition will not merge on completion or termination of this contract and each indemnity given continues after completion or termination of this contract.

9. GUARANTEE

If the Purchaser is or includes a corporation (other than a corporation listed on ASX Limited ACN 008 624 691):

- (a) the person signing this contract warrants that he or she is authorised to sign this contract on the Purchaser's behalf;
- (b) each and all of the directors of the corporation will be liable for the due performance of the Purchaser's obligations under this contract to the same extent as if the person had signed as Purchaser;
- (c) each and all of the directors of the corporation must immediately after execution of this contract complete and execute the Guarantee; and
- (d) if the executed Guarantee is not delivered to the Vendor or the Vendor's Solicitors within 7 days after execution of the contract, the Purchaser will be deemed to be in default under this contract and the Vendor may rescind this Contract by written notice to the Purchaser.

10. NOMINATION

10.1 Nomination

The Purchaser may nominate a Nominee of the Property if:

- (a) the Purchaser is not in default under the contract;
- (b) the Purchaser has not tendered the Transfer to the Vendor;
- (c) at least 14 days before the Settlement Date, the Purchaser delivers to the Vendor or the Vendor's Solicitors:
 - (i) the Nomination Form signed by the Purchaser and the Nominee;
 - (ii) a copy of a nomination statutory declaration by the Purchaser in the form required by the State Revenue Office of Victoria; and
 - (iii) where the Nominee is or includes a corporation (other than a corporation listed on ASX Limited ACN 008 624 691), the Guarantee signed by each and all directors of the Nominee; and
- (d) the Purchaser pays \$220.00 to the Vendor's reasonable legal costs for advising the Vendor on compliance on this special condition 10.

10.2 Purchaser's and Guarantor's acknowledgement

The Purchaser and the Guarantor acknowledge that the nomination of the Nominee does not nullify the Purchaser's or the Guarantor's obligations under this contract and the Guarantee.

10.3 Accepted title

The Nominee will be deemed to have accepted title to the Property.

10.4 Joint and several liability

The Purchaser and the Nominee are jointly and severally liable for the performance of the obligations of the Purchaser under the contract and payment of any expense resulting from the nomination.

11. TRANSFER OF LAND

If the Parties elects to settle by paper settlement, the Purchaser must deliver the Transfer of Land to the Vendor's Solicitors at least 7 days before Settlement Date. If the Transfer is not delivered by then:

- (a) the Vendor may delay settlement until 14 days after the date of delivery of the Transfer of Land to the Vendor's solicitors;
- (b) without limiting any other provision of this contract, the Purchaser must pay Interest from the Settlement Date to the new Settlement Date as elected by the Vendor in special condition 11(a); and
- (c) the Purchaser must pay the Vendor and the Vendor's Solicitors any courier fees or delivery charges incurred in arranging delivery and return of the Transfer of Land for settlement to occur.

12. SETTLEMENT

12.1 Settlement time

Settlement is to take place no later than 3.00 pm on the Settlement Date failing this it will be regarded as having taken place on the next Business Day. The Purchaser must pay Interest from the Settlement Date to the new Settlement Date.

12.2 Place of settlement

Settlement is to take place at the offices of the Vendor's Solicitors or any other place as the Vendor directs.

12.3 Payments at settlement

At settlement, in addition to any other matter, the Purchaser must pay to the Vendor the Residue by unendorsed bank cheques in favour of the Vendor or as the Vendor or the Vendor's Solicitors direct.

13. ADJUSTMENTS - LAND TAX

Land tax shall be adjusted between the Vendor and Purchaser at Settlement on the total proportional tax assessed against the Property (and not on a single-holding basis).

14. FIRB APPROVAL

The Purchaser warrants to the Vendor that:

- (a) any approval required under the Foreign Acquisition and Takeovers Act 1975;
- (b) any approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations 1959;
- (c) any approval required under any foreign investment policy guidelines of the Commonwealth Government; and
- (d) any other approval required from any person or Authority or under any Law,

to enter this contract is not required or has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers Act 1975 or the guidelines has been obtained and a copy of the approval or statement of non-objection must immediately after execution of this contract be delivered to the Vendor's Solicitors.

15. COMPLIANCE WITH NOTICES

15.1 Purchaser to comply with notices

The Purchaser will:

- (a) at the Purchaser's own expense, comply with all notices and orders (other than those relating to recurring Outgoings) which may be issued on or after the Day of Sale in respect of or in connection with the Property; and
- (b) assume all Loss arising from the notices and orders and indemnifies the Vendor and keeps the Vendor indemnified against all such Loss.

15.2 No warranties by Vendor

The Vendor makes no representation, statement, claim or warranty of any nature regarding whether or not the Property complies with all notices and orders relating to the Property or the use of the Property and the Purchaser shall not make any claim arising therefrom.

15.3 Future notices

The Vendor will promptly deliver to the Purchaser any notices or orders which are received after the Day of Sale.

15.4 Rights and obligations

The rights and obligations of the Vendor and the Purchaser in this special condition are in addition to and do not detract from those given and imposed by general conditions. In the case of a conflict, these special conditions apply.

15.5 No claim

The Purchaser will not make any objection, requisition or claim for compensation or delay payment of the Residue or otherwise rescind or terminate this contract in relation to any matters arising under this special condition.

16. WARRANTIES AND REQUISITIONS

16.1 Warranties by Vendor

The Vendor warrants to the Purchaser that:

- (a) the Vendor:
 - (i) is or will be entitled to be in possession of the Property on the Settlement Date; or
 - (ii) is or will be entitled to the receipt of the rents and profits of the Property on the Settlement Date;
- (b) the Vendor is not under any legal disability; and
- (c) a statutory declaration or goods statutory declaration by the Vendor as required by the State Revenue Office will be provided at settlement.

16.2 Warranties by Purchaser

The Purchaser warrants to the Vendor that:

- (a) prior to entering into this contract, the Purchaser has obtained all relevant and necessary approvals, licences and consents required by any Law or private agreement;
- (b) it has full power and authority to enter into and comply with this contract;
- (c) its obligations under this contract are valid, binding and enforceable;
- (d) if it is a body corporate, this contract and its obligations under this contract do not contravene its constitution documentation;
- (e) if it enters this contract as a trustee:
 - (i) this contract and its obligations under the contract do not contravene the trust documentation; and
 - (ii) it has a right to be indemnified fully out of the assets of the trust; and

it will produce satisfactory written evidence of them to the Vendor, as and when the Vendor requests.

17. GOODS AND SERVICES TAX

17.1 Application of special condition

This special condition only applies to supplies under this contract that are Taxable Supplies under the GST Act.

17.2 Interpretation

In this contract, **price** has its ordinary meaning and not the special meaning given to it in the GST Act.

17.3 Amounts for payment expressed exclusive of GST

Each amount payable by a party for a Taxable Supply made by the other party under this contract is expressed as a GST exclusive amount.

17.4 No application of Margin Scheme

The Vendor must not apply the Margin Scheme to the supply of real property made under this contract unless stated in the Particulars of Sale .

17.5 Reimbursements

If this contract requires a party to pay an amount of an expense or liability (**reimbursement expense**) incurred by the other party (**payee**) to a third party, the reimbursable expense must be net of any Input Tax Credit to which the payee is entitled in relation to it.

17.6 Payment of GST

- (a) Subject to special condition 17.6(b), the party liable to pay for a Taxable Supply made under this contract must also pay the amount of any GST payable in respect of the Taxable Supply on the date on which payment for the Taxable Supply is due.
- (b) If the Vendor is required to include GST in respect of the supply of the Property and the Chattels in a GST return for a tax period which ends on a date that is earlier than the Settlement Date, the Purchaser must pay the GST payable in respect of the supply of the Property and Chattels on that earlier date.

17.7 Going Concern

The conditions in this clause 17.7 apply if it is so noted in the Particulars of Sale.

- (a) The Vendor and the Purchaser agree that the sale of the Property under this contract is the Supply of a going concern.
- (b) The Purchaser warrants to the Vendor that:
 - (i) it is registered under the GST Act and that it will remain registered up to the Settlement Date. or
 - (ii) it is required to be registered under the GST Act; andthe Purchaser must provide proof to the Vendor on or before the Settlement Date that the Purchaser is registered under the GST Act.
- (c) If the Vendor or the Australian Taxation Office determines that the sale of the Property is not a Supply of a going concern which is GST free, the Vendor must notify the Purchaser of the determination as soon as practicable.
- (d) Subject to clause 17.6, the Purchaser must pay the Vendor:
 - (i) the GST payable on the supply of the Property as advised by the Vendor; and
 - (ii) any interest and penalties payable by the Vendor that are attributable to the supply of the Property not being a Supply of a going concern which is GST free, within 14 days from the date the Vendor notifies the Purchaser that the supply of the Property is not a Supply of a going concern which is GST free.

17.8 Tax Invoice

A party is not obliged under special conditions 17.6 or 17.7(d) to pay the GST on a Taxable Supply to it until given a valid Tax Invoice for the Taxable Supply.

17.9 No merger

This special condition does not merge on completion of this contract or the transfer of the Property.

18. ENVIRONMENT

18.1 No warranties about environmental condition

- (a) The Purchaser accepts the condition of the Property including the presence of any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater.
- (b) The Purchaser acknowledges that:
 - (i) it has carried out its own searches and enquiries in relation to any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater; and
 - (ii) the Vendor is not required to do any work or comply with Environment Law in relation to any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater.
- (c) The Purchaser acknowledges that the Vendor makes no representation, statement, claim or warranty of any nature about:
 - (i) any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater; or
 - (ii) the compliance of the Property with Environment Law.
- (d) The Purchaser cannot make any objection, requisition or claim for compensation or delay payment of the Residue or otherwise rescind or terminate this contract because:
 - (i) of the use, presence, removal, storage, disposal or escape of any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater; or
 - (ii) the physical condition of the Property (including the soil, groundwater and sub-surface or any Contamination);
 - (iii) makes the Property unsuitable or unfit for any use or development; or
 - (iv) makes the Property, the Vendor, the Purchaser or the owner or the occupier of the Property liable for any Loss, including any Loss arising from or in respect of any claim or Requirement imposed by any person or Authority or under Environment Law or any other Law whether now or at any time in the future.

18.2 Liability for environmental condition

From the Day of Settlement, the Purchaser assumes all Loss and responsibility arising from or in respect of any Contaminant in, on, under or emanating from the Property or adjacent property or groundwater or any process or facility undertaken on the Property at any time whether before or after the Day of Sale and the Purchaser will be liable for and releases the Vendor from and indemnifies and keeps the Vendor indemnified against:

- (a) any Loss arising from or in respect of the use, presence, removal, storage, disposal or escape of any Contaminant in, on, under or emanating from the Property or adjacent property or groundwater; and
- (b) any Requirement imposed by any Authority or under Environment Law or other Law:
 - (i) for the use, presence, removal, storage, disposal or escape of any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater;
 - (ii) requiring the remediation of the Property;

- (iii) requiring the removal, storage, disposal or treatment of any Contaminant; or
- (iv) requiring any works or treatment or activity to be carried out on the Property.

18.3 No merger

This special condition will not merge on completion of this contract and each indemnity given continues after completion of this contract.

19. SECURITY INTERESTS

The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser at settlement with any release of a security interest under the provisions of the *Personal Properties Securities Act 2009* (Commonwealth).

20. GENERAL

20.1 Counterparts

This contract may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

20.2 Duty and charges

The Purchaser must pay all stamp duties, taxes and charges which are payable under this contract or transfer of the Property or any payment, receipt or other transaction contemplated by it or by this contract.

20.3 Entire agreement

The Purchaser acknowledges that:

- (a) this contract contains all the terms of the sale of the Property by the Vendor to the Purchaser;
- (b) there are no promises, representations or warranties made by the Vendor or any person on its behalf, including the Vendor's Estate Agent which induced the Purchaser to enter into this contract;
- (c) none of the Vendor's Estate Agent, the Vendor's Solicitors or any consultant, agent or employee or anyone else acting or purporting to act on behalf of the Vendor has any authority in relation to the sale of the Property to make any promise, representation or warranty binding on the Vendor which is not included in this contract; and
- (d) any promises, representations or warranties, to the extent that they have been made, are expressly negated and withdrawn.

20.4 Further assurances

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this contract.

20.5 Governing law and jurisdiction

- (a) This contract is governed by the laws of Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

20.6 Vendor's rights

Any expressed or implied right granted to the Vendor under this contract may be exercised by the Vendor's agents, contractors or employees.

20.7 Purchaser's obligations

Any expressed or implied obligation imposed on the Purchaser under this contract will bind the Purchaser's agents, contractors, employees and any other person claiming through or under the Purchaser and the Purchaser must procure each of its agents, contractors, employees and any other person claiming through or under the Purchaser to comply with that obligation.

20.8 Jointly and severally

- (a) Where the Purchaser consists of more than one person, the Purchaser's obligations in this contract will bind all those persons and each of their successors, executors, administrators and permitted assigns jointly and severally.
- (b) Where the Vendor consists of more than one person:
- (c) any rights of the Vendor in this contract may be exercised by all those persons jointly and severally; and
- (d) the liabilities and obligations of the Vendor in this contract are several and not joint liabilities and obligations.

20.9 No merger

Any right or obligation of any party that is expressed to operate or have effect or capable of having effect on or after the completion, expiration or termination of this contract for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

20.10 Purchasers buying unequal interests

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the Day of Sale the proportions in which they are buying the Property (proportions).
- (b) If the proportions recorded in the Transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchasers fully indemnify and keep the Vendor, the Vendor's Estate Agent and the Vendor's Solicitors indemnified against any Loss 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.
- (d) This special condition will not merge on completion.

20.11 Severance

If any special condition is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the special condition (or where possible, the offending part) is to be severed from this contract without affecting the enforceability, validity or legality of the remaining special conditions which will continue in full force and effect.

20.12 Time of essence

Time is of the essence for the purposes of any time limit stated in this contract.

20.13 Variation

A variation of any term of this contract must be in writing and signed by the parties.

20.14 Waiver

Neither the Purchaser's obligations nor the Vendor's rights under this contract will be affected by:

- (a) any time, indulgence or forbearance granted or extended by the Vendor; or
- (b) any acceptance of money by the Vendor other than in accordance with this contract.

20.15 Enforcement of indemnity

It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred under this contract.

21. ASSIGNMENT

The Vendor has the power to mortgage, charge the Property or assign the benefit of this contract, and under this power will be entitled to execute any mortgage, charge, assignment and further to execute other documents as may be required by its mortgagee, chargee or assignee for the purposes of obtaining monies for the benefit of the Vendor.

22. AUCTION

- 22.1 If the property is offered for sale by public auction, it's 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 (Public Auction) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.
- 22.2 The bidder to whom the Property is knocked down shall upon the fall of the hammer pay the Deposit to the Vendor's Agent and sign this Contract. If at the expiration of 15 minutes after the fall of the hammer the bidder to whom the Property has been knocked down fails to pay the Deposit or to sign this Contract, the Vendor may sell the Property to another person upon whatever terms the Vendor thinks fit. The bidder to whom the Property was knocked down shall have no right of action against the Vendor or the auctioneer in respect of the sale of the Property.

23. OWNERS CORPORATION

- 23.1 In the interpretation of this special condition -

"the Owners Corporation" means Owners Corporation Plans No 1 & 2 PS627467D collectively or anyone of them, as the case maybe;
"the Plan" means Plan of Subdivision No PS627467D, and
"the Lot" means lot 9 on the Plan sold under this Contract.

- 23.2 The Purchaser admits that the Lot has been inspected by the Purchaser and is identical to the Land described in the Particulars of Sale. The Purchaser shall not make any requisition or claim any compensation for any misdescription of the Lot including:

- (a) any discrepancy or variation between the area, dimensions or position of the Lot as inspected by the Purchaser and the area, dimensions or position of the Lot on the Plan; or
- (b) any discrepancy or variation between the area or dimensions of the common property as inspected by the Purchaser and the area or dimensions of the common property on the Plan,

or call upon the Vendor to amend title or to bear the cost of doing so.

- 23.3 The Purchaser shall take title to the Lot subject to the provisions of the Owners Corporations Act 2006 and Subdivision Act 1988 and the Regulations made under those Acts and in particular subject to:

- (a) the lot entitlement and lot liability and all other information shown on the Plan;
- (b) the easements and rights affecting the Lot implied under section 12 of the Subdivision Act 1988, and
- (c) the rules of the Owners Corporation.

The Purchaser shall not raise any objection or make any requisition or claim any compensation concerning any of these matters.

- 23.4 Subject to special condition 23.5 "Periodic Outgoings" includes all fees, levies, and charges paid or payable to the Owners Corporation by the Vendor under the Owners Corporations Act 2006.

- 23.5 Any special fees, levies or charges levied on the Lot by the Owners Corporation before the Day of Sale must be borne by the Vendor and if levied on or after the Day of Sale must be borne by the Purchaser without apportionment.

Annexure A

GUARANTEE AND INDEMNITY

THIS GUARANTEE AND INDEMNITY dated 2023

BY

OF (Guarantor)

In favour of the Vendor/s noted in the contract (**Vendor**)

1. Definitions

In this Guarantee unless the context otherwise requires:

- (a) **Contract** means the contract of sale for the Property between the Vendor and the Purchaser dated on or about the same date as this Guarantee; and
- (b) **Guarantor** means all of the persons named as Guarantor in this Guarantee.

2. Contract

- (a) Capitalised terms in this Guarantee have the meaning given to them in the Contract, unless the context otherwise requires.
- (b) Special conditions 1.2, 1.4 and 1.7 of the Contract apply to this Guarantee.

3. Consideration

The Guarantor gives this Guarantee in consideration of the Vendor agreeing to enter into the Contract at the Guarantor's request.

4. Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Vendor:

- (a) the due and punctual payment of all monies which the Purchaser must pay under the Contract, including all monies which the Purchaser must pay due to any default; and
- (b) the performance and observance of all terms and conditions of the Contract by the Purchaser;

and if at any time the Purchaser defaults in the payment of any monies or compliance with any of the terms and conditions under the Contract the Guarantor must on demand pay all monies payable by the Purchaser or comply with those terms and conditions or both.

5. Indemnity

As a separate and independent obligation from clause 4, the Guarantor irrevocably and unconditionally indemnifies the Vendor and keeps the Vendor indemnified against all Loss which the Vendor may incur or suffer because of:

- (a) any default by the Purchaser in the payment of any monies under the Contract;
- (b) any default by the Purchaser in the performance and observance of any of the terms and conditions of the Contract; and
- (c) the Vendor not being able to recover all of the monies from the Purchaser or enforce all of the Purchaser's obligations under the Contract for any reason;

whether or not the Vendor or the Guarantor knew or should have known about the circumstance that gives rise to a claim under this clause 5.

6. Liability

6.1 Jointly and severally

Where the Guarantor consists of more than one person, the Guarantor's obligations in this Guarantee will bind all those persons jointly and severally.

6.2 Guarantee binding

This Guarantee binds each of the Guarantor even if:

- (a) any one or more of the Guarantor does not execute this Guarantee;
- (b) execution by one or more of the Guarantor is or becomes void, voidable, illegal or unenforceable;
- (c) there is any neglect, delay or failure by the Vendor in enforcing the obligations of the Purchaser or of the Guarantor;
- (d) the death or bankruptcy of any Guarantor or the winding up or liquidation of any corporate Guarantor;
- (e) the Vendor has granted any forbearance to the Purchaser or any Guarantor;
- (f) the Vendor assigns, novates or varies the Contract;
- (g) the Vendor releases the Purchaser or any Guarantor from their obligations, in whole or in part;
- (h) settlement occurs or the Contract is terminated;
- (i) the Vendor is unable to recover any money from the Purchaser or enforce the Purchaser's obligations under the Contract for any reason; or
- (j) the Purchaser nominates the Nominee under the Contract.

6.3 Guarantor's obligations

- (a) The Guarantor's obligations are not affected, diminished or prejudiced if any payment made to the Vendor is subsequently avoided or set aside by whatever reason and the Vendor will be restored to the same position in which it would have been had such payment not been made.
- (b) Until the Vendor has received all moneys secured by this Guarantee, the Guarantor will not be entitled on any grounds whatsoever to directly or indirectly:
 - (i) claim or bring proceedings against the Purchaser; or
 - (ii) claim or receive the benefit of any dividend or payment out of the Purchaser being bankrupt, wound up, liquidated or entering into a scheme of arrangement with its creditors.

6.4 Vendor's rights

The Vendor may enforce its rights under this Guarantee and proceed against any one or more of the Guarantor in the manner, order and at the times the Vendor determines in its discretion. The Vendor is not required to enforce its rights or proceed against all the Guarantors.

7. General

7.1 Notices

- (a) A notice given by the Vendor to any one Guarantor is to be considered to have been given to all the Guarantors.
- (b) Any notices may be given in accordance with general condition 27 of the Contract.

7.2 Further assurances

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Guarantee.

7.3 Governing law and jurisdiction

- (a) This Guarantee is governed by the laws of Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

8. Charge

To better secure the Vendor, the Guarantors (jointly and severally) charge in favour of the Vendor all their estate and interest in any land which the Guarantor now has or may later acquire or any other asset or trust asset with payment of all monies owned to the Vendor by the Guarantors (whether jointly or severally).

9. Successors in title

This guarantee binds the Guarantor's personal representatives, successors and assigns.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED BY)
)
)
)

.....
Name (please print)

.....
Signature

.....
Signature of witness

.....
Name of witness (please print)

SIGNED SEALED AND DELIVERED BY)
)
)
)

.....
Name (please print)

.....
Signature

.....
Signature of witness

.....
Name of witness (please print)

Annexure B

SALE OF REAL ESTATE NOMINATION FORM

Relating to a contract between:

VENDOR GOKSEL KAHRAMAN

PURCHASER(S):

PROPERTY: Unit 9/38 King Street, Dandenong VIC 3175

NOMINEE(S)

Address

As the Property is expressed as sold to the Purchaser "and /or Nominee" (or similar words) then under the conditions of the contract the Purchaser nominates the Nominee as substitute Purchaser to take a transfer or conveyance in lieu of the Purchaser.

The Purchaser and Nominee warrants to the Vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975, or under the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations 1959 or under any foreign investment policy guidelines of the Commonwealth Government for the acquisition of this Property by the Nominee has been obtained.

The Purchaser and the Nominee agree that they are jointly and severally liable for the performance of the obligations of the Purchaser under the contract and payment of any expense resulting from this nomination (including any duty).

DATED: 2023

.....

Signature of the Purchaser (or Directors)

.....

Signature of the Purchaser (or Directors)

.....

Signature of the Nominee (or Directors)

.....

Signature of the Nominee (or Directors)

GOKSEL KAHRAMAN

VENDOR STATEMENT

In accordance with section 32 of the *Sale of Land Act* 1962

UNIT 9, 38 KING STREET, DANDENONG VIC 3175

DSA LAW - LAWYERS & CONSULTANTS

Lawyers
Level 2, 180 Queen Street
Melbourne Vic 3000

Tel: 03 8595 9580
Fax: 03 8677 6500
Ref: JDM:VL: 230014

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

Lot 9 Plan of Subdivision 627467D being the land comprised in Certificate of Title
Volume 11461 Folios 277 and known as Unit 9, 38 King Street, Dandenong VIC
3175

Vendor's name

GOKSEL KAHRAMAN

Date

09/04/2025

**Vendor's
signature**

Goksel Kahraman

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

Information concerning any rates, taxes, charges or other similar outgoings and interest chargeable in respect of them of which the Vendor might reasonably be expected to have knowledge is contained in the attached certificates.

Charges for water usage and sewer usage from settlement. Any unpaid outgoings after any adjustment (if apportionable) at settlement.

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:

Nil.

1.2 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.

1.3 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 document and documents issued by the water authorities.

The Purchaser should note that there are sewers, drains and pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables, and underground gas pipes and/or other services may be laid outside registered easements and which are not required to be registered against the Certificate of Title.

- (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

Refer to the attached reports and briefly:

Name of planning instrument:	Greater Dandenong Planning Scheme
Name of responsible authority:	Minister for Planning
Zoning:	General Residential zone – Schedule 1 (RGZ1)

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:

There are none known to the Vendor.

The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property for which the Purchaser may become liable, unless they have been communicated to the Vendor.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property for which the Purchaser may become liable, unless they have been communicated to the Vendor.

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):

Nil.

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*.

See attached certificate.

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 ☐	Gas supply ☒	Water supply ☐	Sewerage ☐	Telephone services ☐
---	--	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 a Register Search Statement; and

9.2 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. DUE DILIGENCE CHECKLIST

Is attached.

12. ATTACHMENTS

1. Due Diligence Checklist
2. Register Search Statement - Volume 11461 Folio 277
3. Plan of Subdivision 627467D
4. Planning Property Report
5. Property Report
6. Owners Corporation Basic Report 1/PS627467D
7. Owners Corporation Basic Report 2/PS627467D
8. Greater Dandenong Council – Land Information Statement
9. South East Water – Water Information Statement
10. State Revenue Office - Land Tax Clearance Certificate
11. Vic Roads Property Certificate
12. Owners Corporation Certificate

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11461 FOLIO 277

Security no : 124103093789M
Produced 11/01/2023 11:35 AM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 627467D.
PARENT TITLE Volume 06849 Folio 741
Created by instrument PS627467D 29/11/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GOKSEL KAHRAMAN of UNIT 9 38 KING STREET DANDENONG VIC 3175
AT782325T 18/11/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT782326R 18/11/2020
COMMONWEALTH BANK OF AUSTRALIA

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 PS627467D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 9 38 KING STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 18/11/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS627467D
OWNERS CORPORATION 2 PLAN NO. PS627467D

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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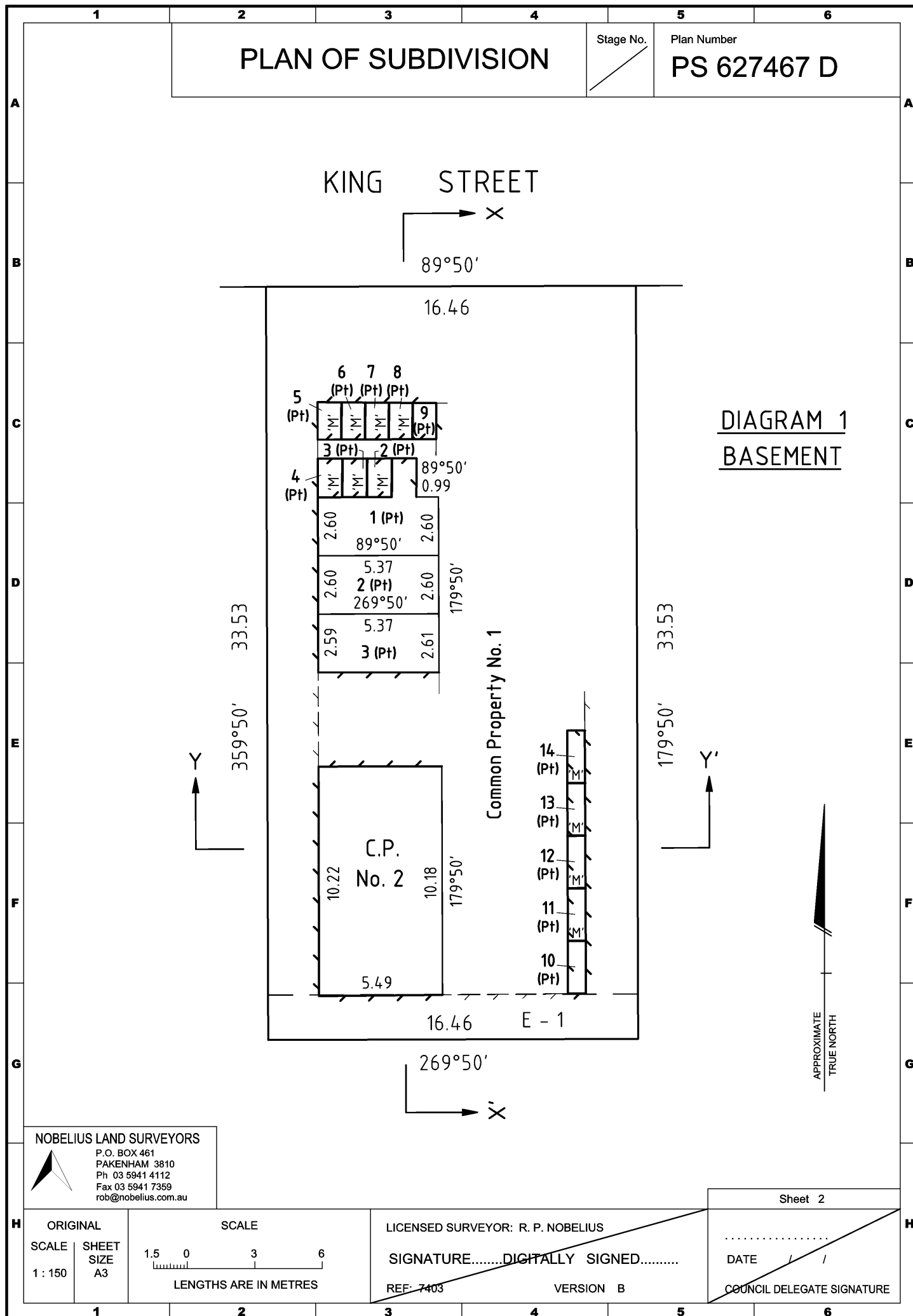
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Document Identification	PS627467D
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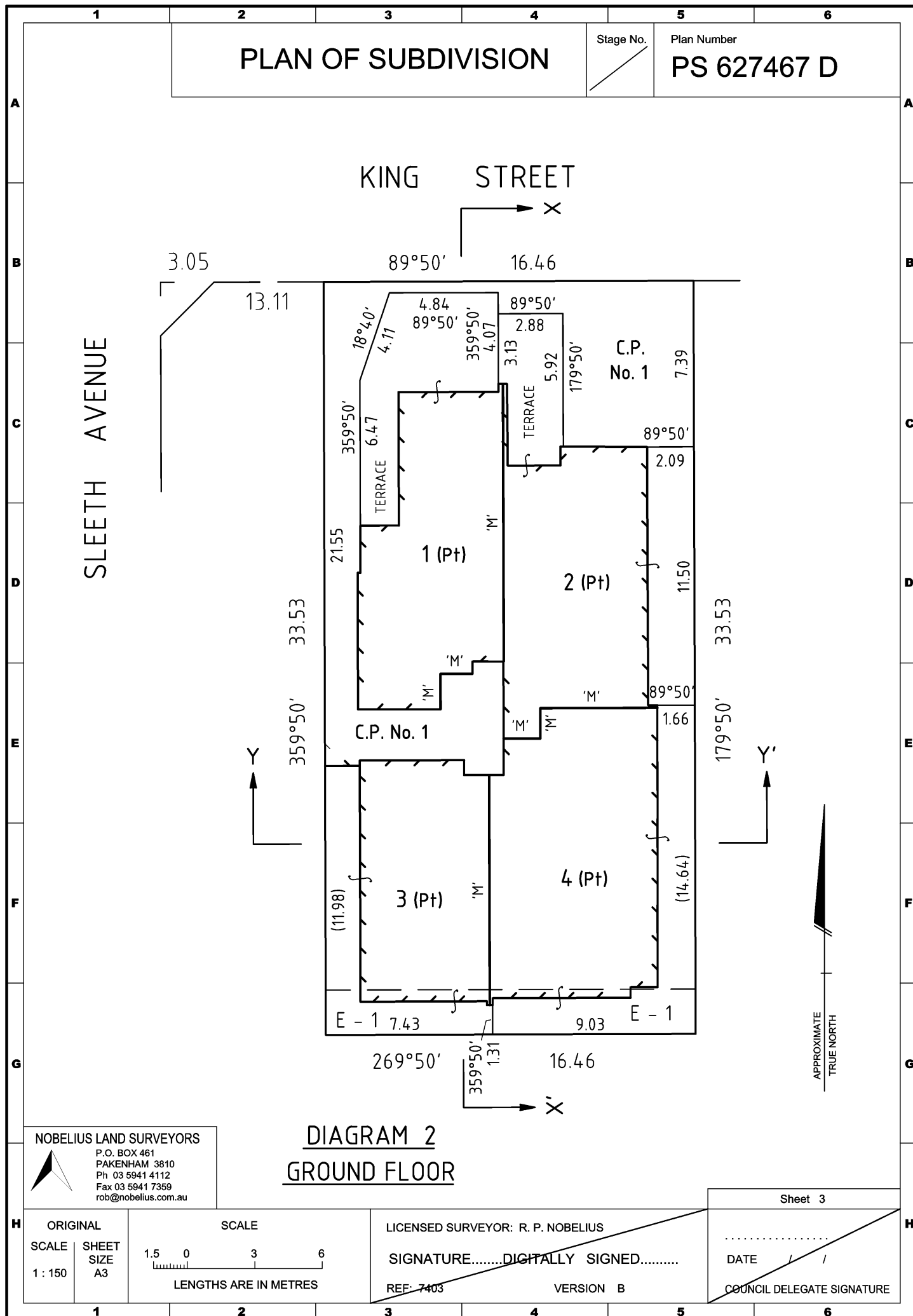
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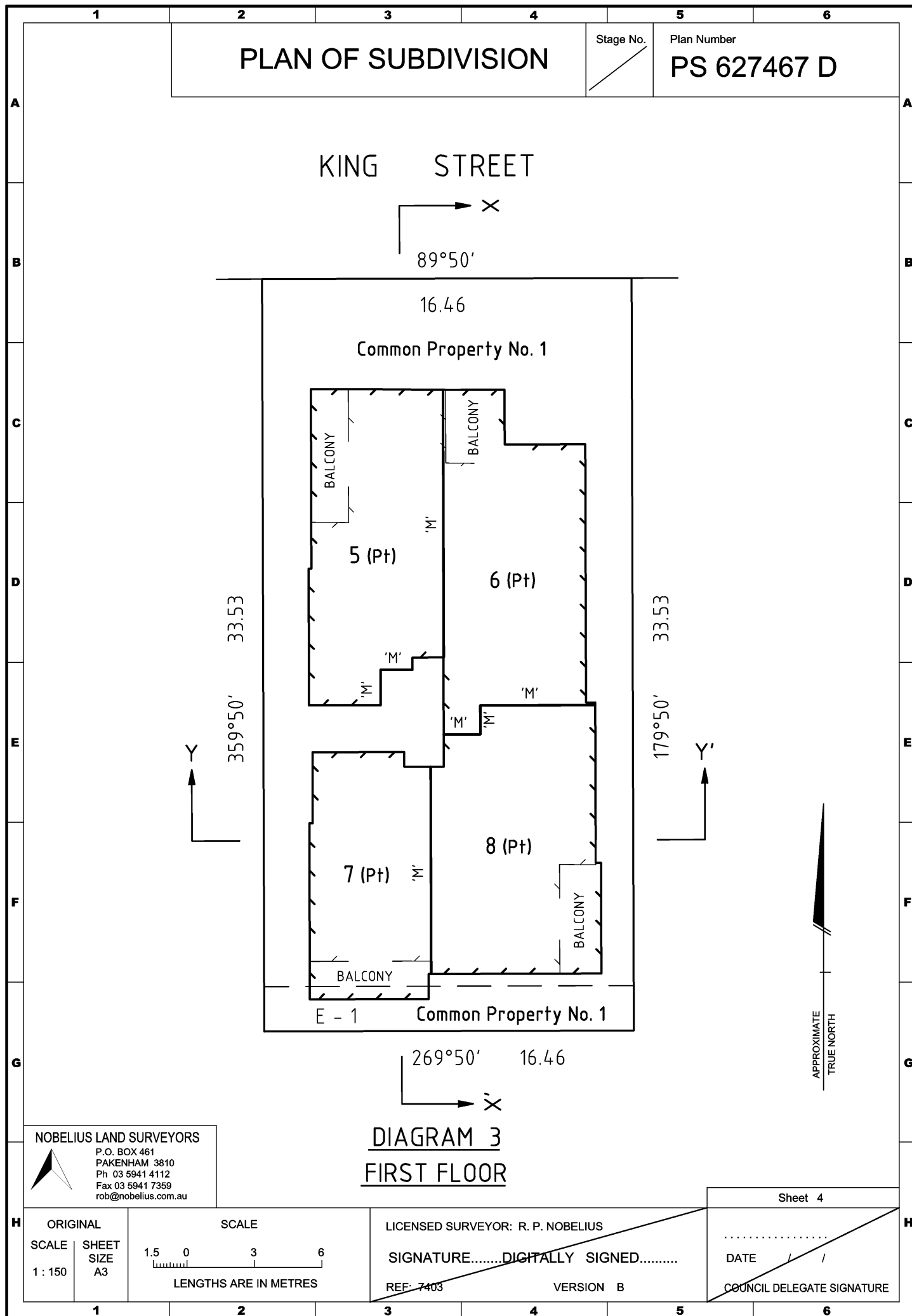
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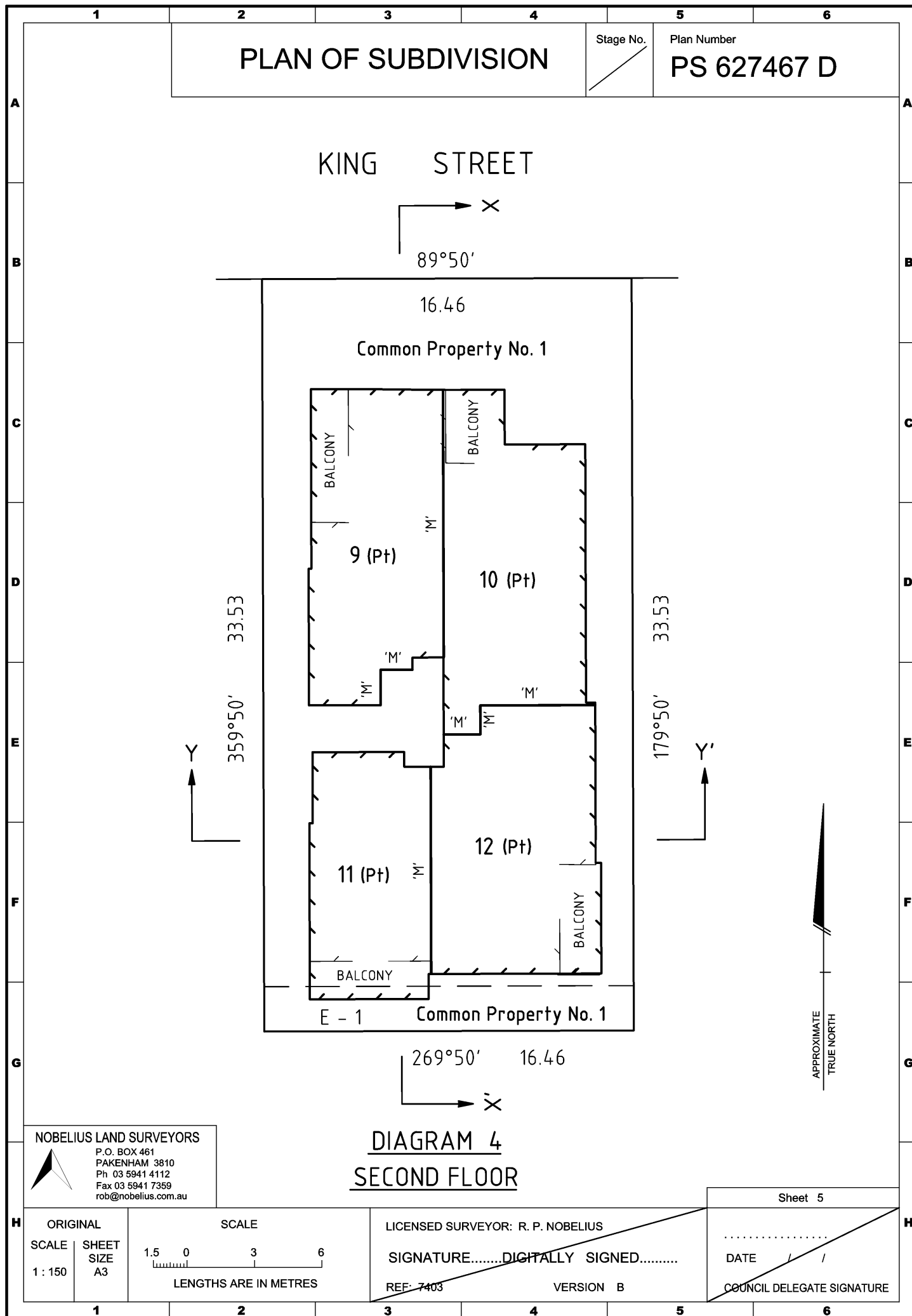
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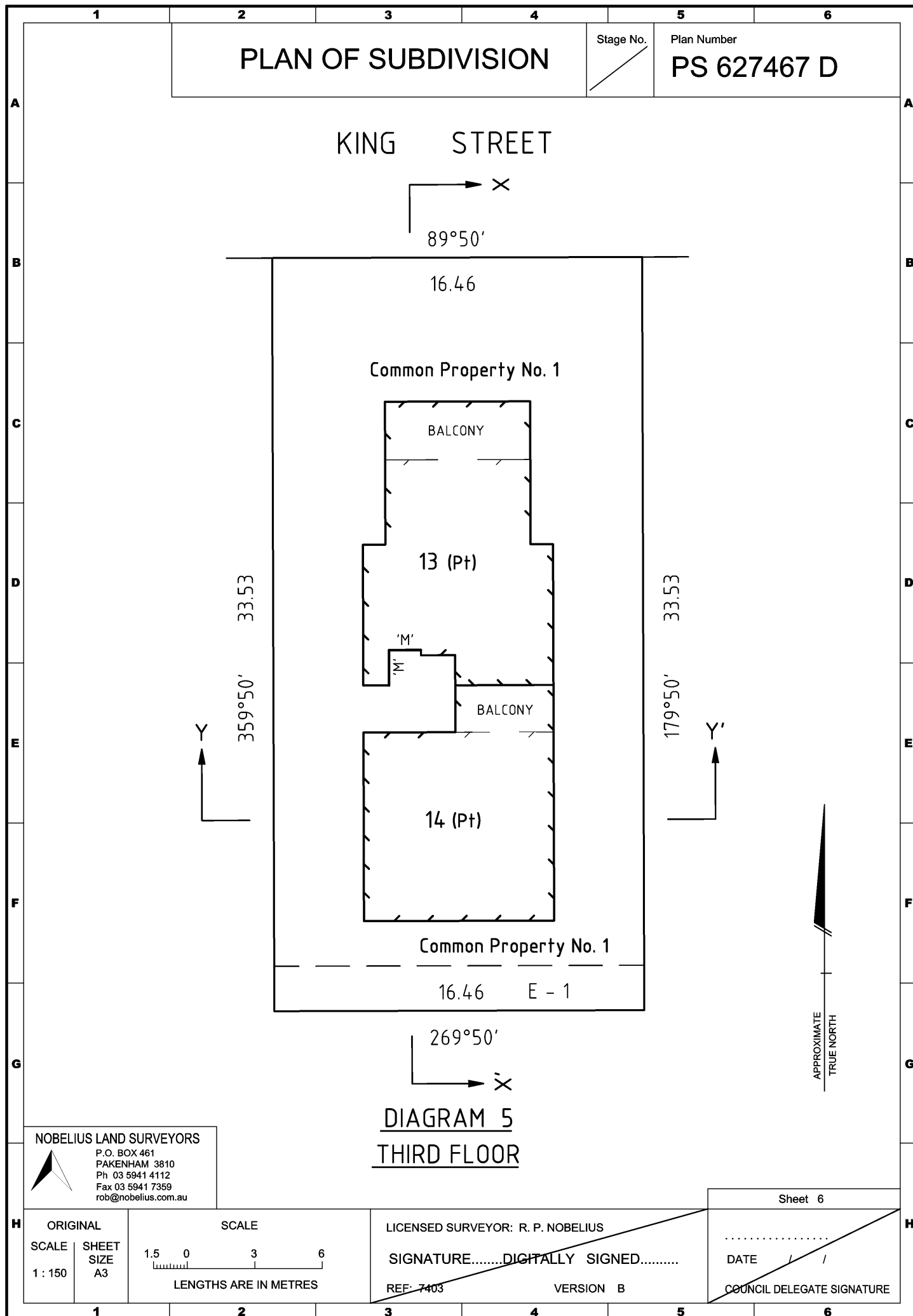
PLAN OF SUBDIVISION			LRS use only EDITION 1	Stage No. 	Plan Number PS 627467 D
LOCATION OF LAND Parish: Dandenong Township: ---- Section: ---- Crown Allotment: ---- Crown Portion: 41 (Pt) Title Reference: V. 6849 F. 741 Last Plan Reference: LOT 2 LP 12398 Postal Address: 38 King Street (at time of subdivision) Dandenong 3175 MGA94 Co-ordinates: E 343 630 (of approx. centre of land in plan) N 5 794 500 Zone: 55			COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : Greater Dandenong REF: 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. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads or Reserves					
Identifier	Council / Body / Person				
Nil	Nil				
Notations					
Depth Limitation: DOES NOT APPLY			Staging This is not a staged subdivision Planning Permit No.		
This is a Spear Plan Lots 2 & 3 consist of 3 parts. Lots 1, 4 - 14 (Both Inclusive) consist of 2 parts. C.P. - Denotes Common Property LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES <u>Survey</u> This plan is based on Survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No. 45			<u>Location of Boundaries defined by Buildings</u> Boundaries shown by thick continuous lines are defined by buildings. Median : Denoted thus 'M' Exterior Face : All other Boundaries Hatching within the parcel indicates that the structure of the relevant Wall, Floor, or Ceiling are contained in that parcel. All service ducts, pipework, columns and pillars which are not necessarily shown on this plan are deemed to be part of Common Property No. 1. Common Property No. 1 is all the land in the plan except the lots and Common Property No. 2, and includes the structure of all walls, floors and ceilings which define the boundaries, unless otherwise described.		
Easement Information			LRS use only Statement of Compliance/ Exemption Statement Received ☒ DATE 26 / 11 / 13		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	Sewerage	2	This Plan	South East Water Limited	
			LRS use only PLAN REGISTERED TIME 2:25pm DATE 29 / 11 / 13 Allan Cantsilieris Assistant Registrar of Titles Sheet 1 of 7 sheets		
NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 Fax 03 5941 7359 rob@nobelius.com.au			LICENSED SURVEYOR: R. P. NOBELIUS SIGNATURE.....DIGITALLY SIGNED..... REF: 7403 VERSION B		
			DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		











1	2	3	4	5	6
PLAN OF SUBDIVISION				Stage No. 	Plan Number PS 627467 D
Common Property No. 1					
SECTION X - X' Not to Scale (Typical for lots 2, 6 & 10 on their respective levels) THIRD FLOOR DIAGRAM 5 SECOND FLOOR DIAGRAM 4 FIRST FLOOR DIAGRAM 3 GROUND FLOOR DIAGRAM 2 BASEMENT DIAGRAM 1					
Common Property No. 1					
SECTION Y - Y' Not to Scale (Typical for lots 2, 6 & 10 on their respective levels) THIRD FLOOR DIAGRAM 5 SECOND FLOOR DIAGRAM 4 FIRST FLOOR DIAGRAM 3 GROUND FLOOR DIAGRAM 2 BASEMENT DIAGRAM 1					
NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 Fax 03 5941 7359 rob@nobelius.com.au ORIGINAL SCALE: 1:150 SHEET SIZE: A3 SCALE: 1.5 0 3 6 LENGTHS ARE IN METRES LICENSED SURVEYOR: R. P. NOBELIUS SIGNATURE.....DIGITALLY SIGNED..... REF: 7403 VERSION B					
Sheet 7 DATE / / COUNCIL DELEGATE SIGNATURE					

Plan of Subdivision PS627467D
Concurrent Certification and Statement of
Compliance (Form 3)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S023144H

Plan Number: PS627467D

Responsible Authority Name: City of Greater Dandenong

Responsible Authority Reference Number 1: PSUB12/0075(RM)

Surveyor's Plan Version: Version B

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 not been made at Certification

Digitally signed by Council Delegate: Loudon Dalitso Luka

Organisation: City of Greater Dandenong

Date: 22/11/2013

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 11 January 2023 11:31 AM

PROPERTY DETAILS

Address: **9/38 KING STREET DANDENONG 3175**
Lot and Plan Number: **Lot 9 PS627467**
Standard Parcel Identifier (SPI): **9\PS627467**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **459575**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 91A G4**

www.greaterdandenong.com

[Planning Scheme - Greater Dandenong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **DANDENONG**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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: 9/38 KING STREET DANDENONG 3175

Page 1 of 3

Further Planning Information

Planning scheme data last updated on 21 December 2022.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY DETAILS

Address: **9/38 KING STREET DANDENONG 3175**

Lot and Plan Number: **Lot 9 PS627467**

Standard Parcel Identifier (SPI): **9\PS627467**

Local Government Area (Council): **GREATER DANDENONG**

Council Property Number: **459575**

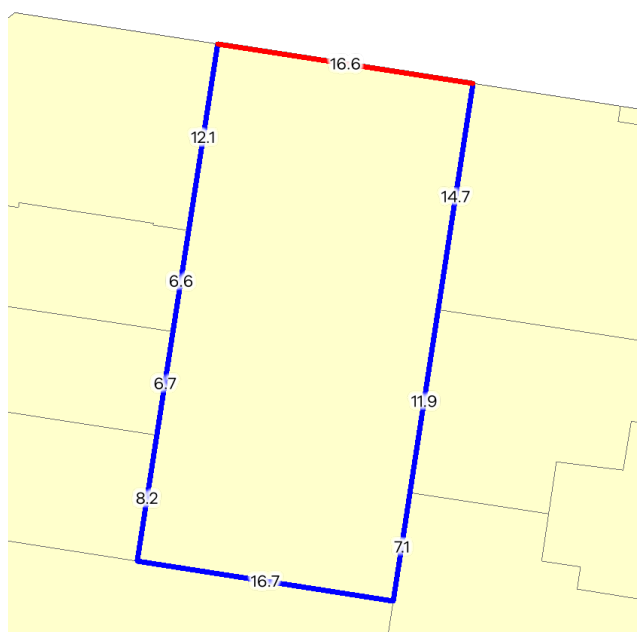
Directory Reference: **Melway 91A G4**

www.greaterdandenong.com

Note: There are 15 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 561 sq. m

Perimeter: 101 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 11/01/2023 11:39:03 AM

OWNERS CORPORATION 1
PLAN NO. PS627467D

The land in PS627467D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 14.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

35 EVELYN ROAD RINGWOOD NORTH VIC 3134

AS197762Q 24/05/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC020429U 29/11/2013

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/01/2023 11:39:03 AM

OWNERS CORPORATION 1
PLAN NO. PS627467D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	10	10
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Total	140.00	140.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 11/01/2023 11:39:04 AM

OWNERS CORPORATION 2
PLAN NO. PS627467D

The land in PS627467D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 4 - 14.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

35 EVELYN ROAD RINGWOOD NORTH VIC 3134

AS197762Q 24/05/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC020430L 29/11/2013

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10
Lot 7	10	10
Lot 8	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/01/2023 11:39:04 AM

OWNERS CORPORATION 2
PLAN NO. PS627467D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Total	110.00	110.00

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.

LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020 and Local Government (Land Information) Regulations 2021

This Certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Issue Date: **12 January 2023**

Certificate No: **e1948/2023**

Your Reference: **358809**

Agents Reference: **67504899-019-6**

Property No.: **459575**

Applicant:

**Secure Electronic Registries Pty Ltd
Locked Bag 20005
MELBOURNE VIC 3001**

Property Address: **9/38 King Street DANDENONG VIC 3175**

Property Description: **Lot 9 PS 627467 Vol 11461 Fol 277**

Site Value: \$ **50,000** Capital Improved Value: \$ **295,000** Net Annual Value: \$ **14,750**

Level of Value Date: **01/01/2022**

Effective Date of Valuation : **01/07/2022**

Rates are levied on the Capital Improved Value.

RATES, CHARGES AND OTHER MONIES

For Year Ending 30th June, 2023

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

	Arrears	Current
Rate		437.45
Garbage Charge		389.00
State Landfill Levy		79.00
Fire Service Levy		132.60
TOTAL CHARGES		\$1038.05
Payment/Adjustments		-530.65
BALANCE DUE		\$507.40

In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay at settlement any rates or charges (including interest) which are due and payable:

- Full Payment Due By : **Next Instalment Due Date**
- Instalments Due By : **30/09/2022; 30/11/2022; 28/02/2023; 31/05/2023.**

PLEASE NOTE: 3rd instalment \$247.40 is due on or before 28 Feb 2023 in order to avoid penalty interest.

Page 1 of 2

Post:
City of Greater Dandenong
PO Box 200
DANDENONG VIC 3175

Email: council@cgd.vic.gov.au
Fax: (03) 8571 5196
Phone: (03) 8571 5128

Dandenong: 225 Lonsdale Street, Dandenong

Springvale: 397-405 Springvale Road,
Springvale

Parkmore: Shop A7, Parkmore Shopping Centre
Cheltenham Road, Keysborough



Biller Code: 8987
Ref: 9836708

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

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **9/38 King Street DANDENONG VIC 3175**

Property No.: **459575**

Certificate No.: **e1948/2023**

OTHER DETAILS: (Notices, Orders, Outstanding or Potential Liability/Subdivisional Requirements).

- A.** Potential liability for rates under the Cultural and Recreational Lands Act 1963.
Not Applicable
- B.** Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989.
Not Applicable
- C.** Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 of the Local Government Act 1958.
Not Applicable
- D.** Monies owed under Section 227 of the Local Government Act 1989, or any local law or by-law.
Not Applicable
- E.** Flood Levels specified by Council:
Applicable - For specified flood levels, please contact Council's Building Department on (03) 8571 1515
- F.** Other Information:
Applicable - This Property lies within the Revitalising Central Dandenong Declared Project Area and an Infrastructure Recovery Charge may be levied for any development (building works or subdivisions). See Revitalising Central Dandenong website <http://www.places.vic.gov.au/precincts-and-development/revitalising-central-dandenong> for more information or phone Urban Renewal Authority on 8317 3400.
-

Important Notes:

1. This certificate may be updated verbally within a period of 90 days from date of issue. It should be noted that Council will only be held responsible for information given in writing. (ie. A new certificate and not information provided or confirmed verbally.)
2. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made. Interest on overdue moneys is updated at the end of each month.
3. Balances shown are subject to the clearance of cheques etc....

For further information, please contact Council's Property Revenue Section on ☎ (03) 8571 5128

It is acknowledged that Council has received the sum of twenty seven dollars and eighty cents (\$27.80) being the fee for this Certificate.

I hereby certify that as at the date of issue, the information given in the Certificate is a true and correct disclosure of the rates and other monies and interest payable to the "City of Greater Dandenong" together with any notices or orders referred to in this Certificate.

Authorised Officer



Paul Jones,
Rates and Revenue Coordinator

Page 2 of 2

Post:
City of Greater Dandenong
PO Box 200
DANDENONG
VIC 3175

Dandenong: 225 Lonsdale Street, Dandenong
Springvale: 397-405 Springvale Road, Springvale
Parkmore: Shop A7, Parkmore Shopping Centre,
Cheltenham Road, Keysborough

Email: council@cgd.vic.gov.au
Fax: (03) 8571 5196
Phone: (03) 8571 5128

DSA Lawyers Pty Ltd C/- InfoTrack
(LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 9 LOT 9 38 KING STREET
DANDENONG 3175
9 PS 627467

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47G//09214/00216	LANDATA CER 67504899-030-1	11 JANUARY 2023	43194806

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2022 to 30/06/2023	\$81.60
Melbourne Water Corporation Total Service Charges	01/01/2023 to 31/03/2023	\$27.42

(b) By South East Water

Water Service Charge	01/01/2023 to 31/03/2023	\$20.93
Sewerage Service Charge	01/01/2023 to 31/03/2023	\$91.94
Subtotal Service Charges		\$221.89
Payments		\$81.60
TOTAL UNPAID BALANCE		\$140.29

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Consent has previously been given PS 901509 for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

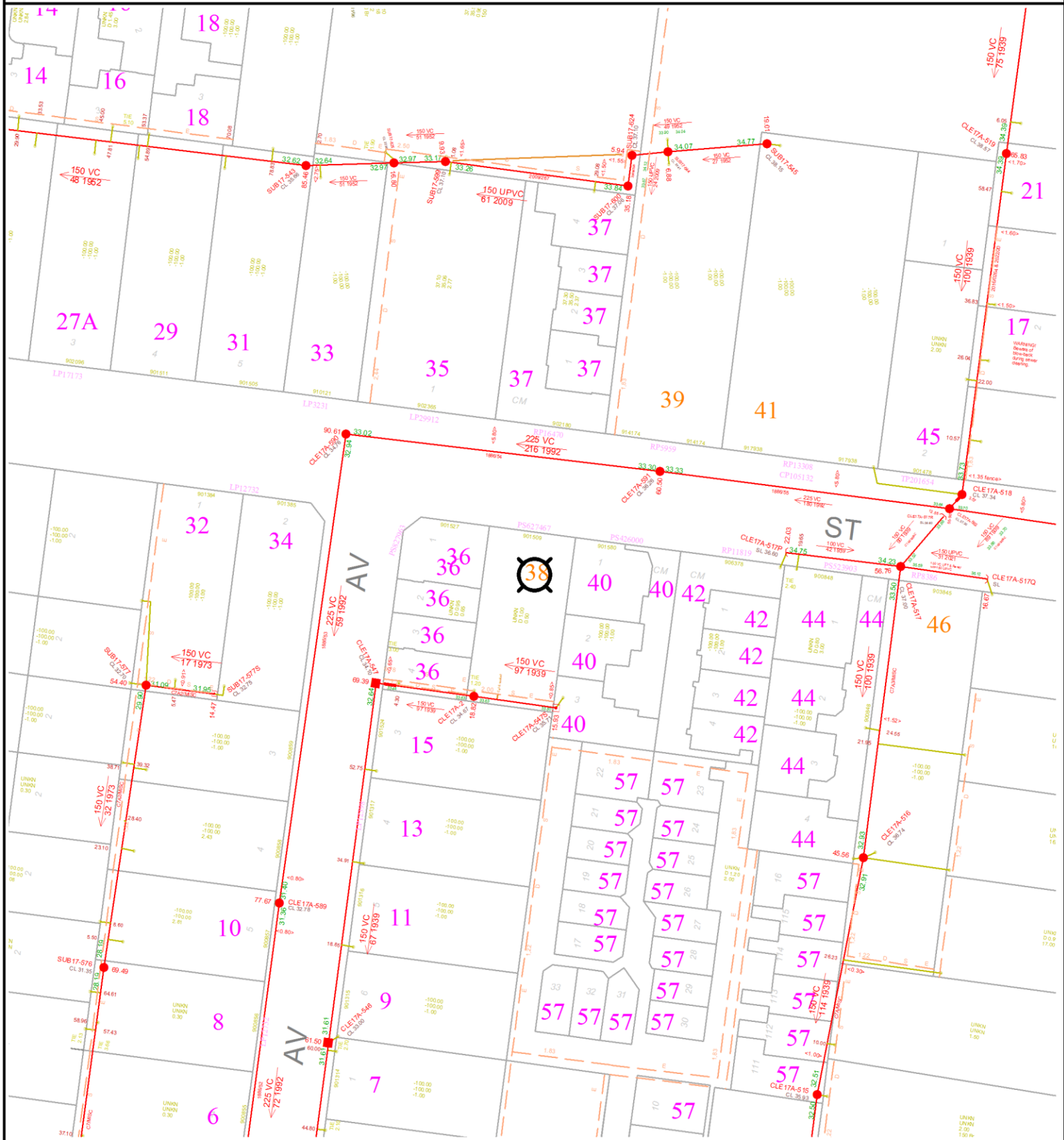
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



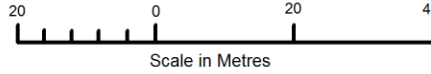
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

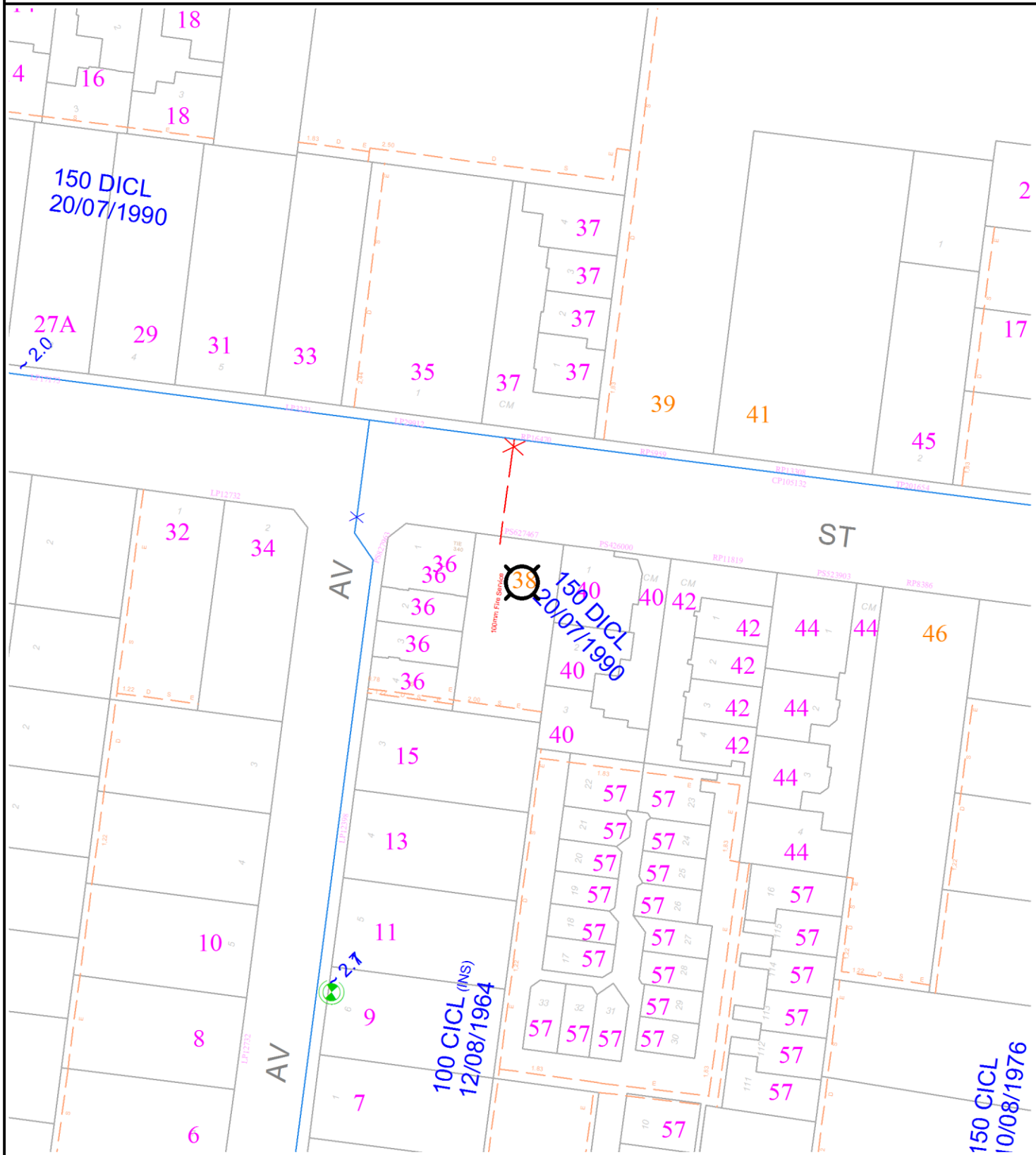


Property: Lot 9 UNIT 9 38 KING STREET DANDENONG 3175

Case Number: 43194806

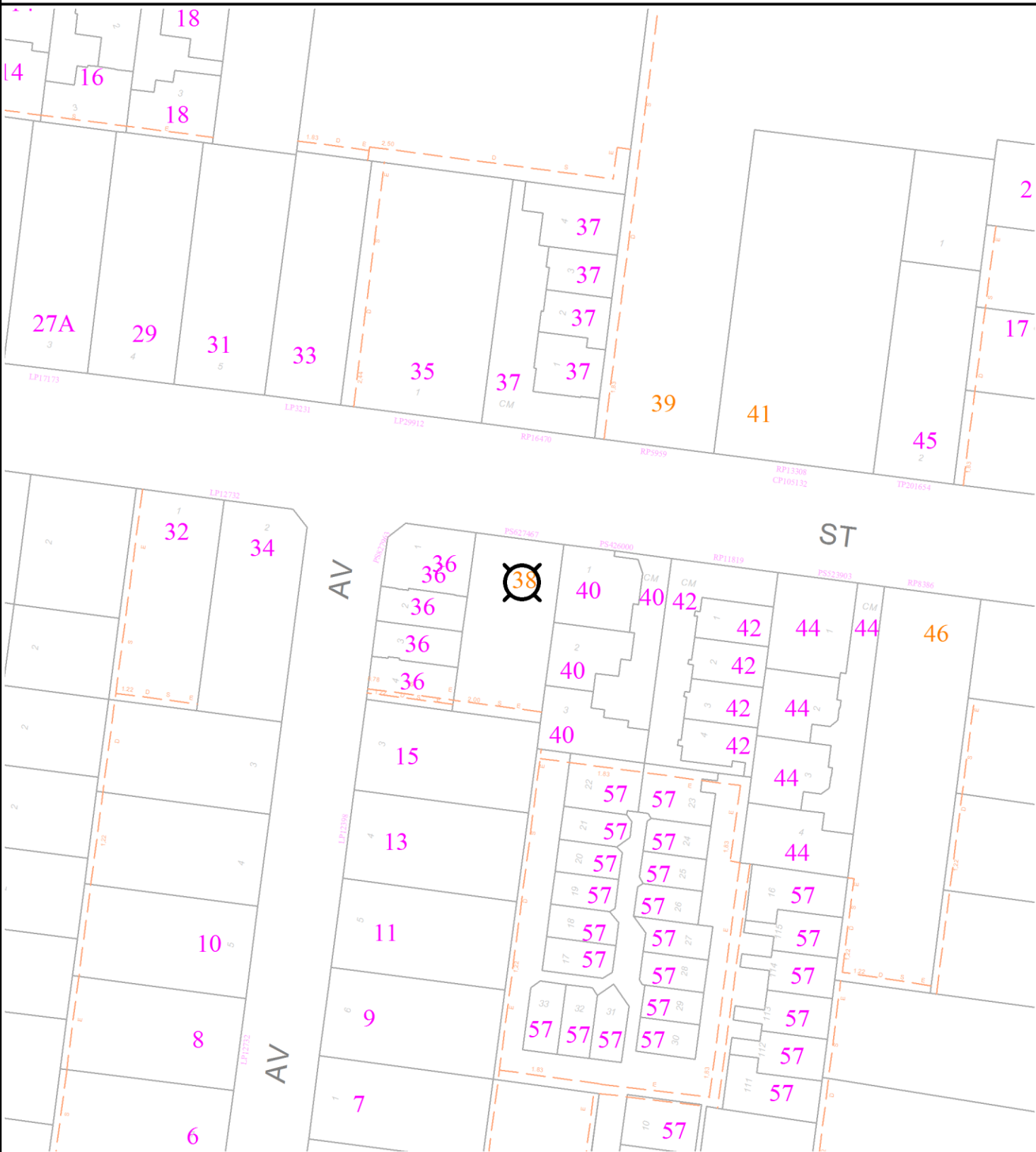


Date: 11JANUARY2023



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Water Main Valve
	Easement		Hydrant
			Fireplug/Washout
			Water Main & Services
			Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary



22 MARCH 2010

Vansan Construction P/L - Att: Sharn
5/28 JOHNSTON COURT
DANDENONG VIC 3175

Dear Sir/Madam,

APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

Property Address: 38 King Street, Dandenong

Development Type: Residential

Structure Type: 14 Unit Apartment Building with Basement

Your reference:

Our Reference: 9627124

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. The validity of this permit is based on the attached South East Water approved plan/s.

For any future subdivision of this property, the minimum size easements required over our sewers (< 300mm diameter) in private property are as follows:

- Residential - Minimum 2.0m easement (min 0.6m clearance from outside of pipe to easement boundary)
- Commercial / Industrial - Minimum 3.0m easement (min 1.0m clearance from outside of pipe to easement boundary)

Please refer to South East Water's Land Development Policy Manual (Land Tenure Guidelines) for further information on correctly sizing easements over our assets.

To obtain a copy of our Land Development Policy Manual or to determine the location of our assets, please refer to South East Water's web site www.southeastwater.com.au (search for Land Development Policy or Asset Web Map under the 'Property' Section).

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely

A handwritten signature in black ink, appearing to read "Steve Paterson".

Steve Paterson
MANAGER LAND DEVELOPMENT

PS: 00901509

The plan/s accompanying this letter are solely issued for identification purposes through further investigation. They are not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets and property sewerage drains. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets and property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that the information contained within the plan may have altered before or after the issue of the plan. Alteration to South East Water's assets including property connection points requires separate consent.



15:00901509

TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

PROPERTY ADDRESS 38 King Street, Dandenong

APPROVAL DATE 22 March 2010

Our Reference: 9627124

The owner shall make themselves aware of the terms and conditions of this consent.

These standard conditions form part of the approval for the construction of the approved 14 Unit Apartment Building with Basement over South East Waters asset and / or easements or within 1.0m of South East Waters assets and shall be read in conjunction with the Special Conditions as detailed below:

* The footings adjacent to the 150mm VC sewer are to maintain a minimum 600mm horizontal clearance from the edge of the sewer to the edge of the footings. Footings are to be at angle of repose to the invert level of the sewer.

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.

The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land

It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Industry Act.

This consent does not constitute a building permit or a planning permit, as may required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 75 of the Water Industry Act 1994.

South East Water Limited ABN 89 066 902 547
Locked Bag 1, Heatherton VIC 3202
Fax (03) 9552 3001
Internet www.southeastwater.com.au/ice



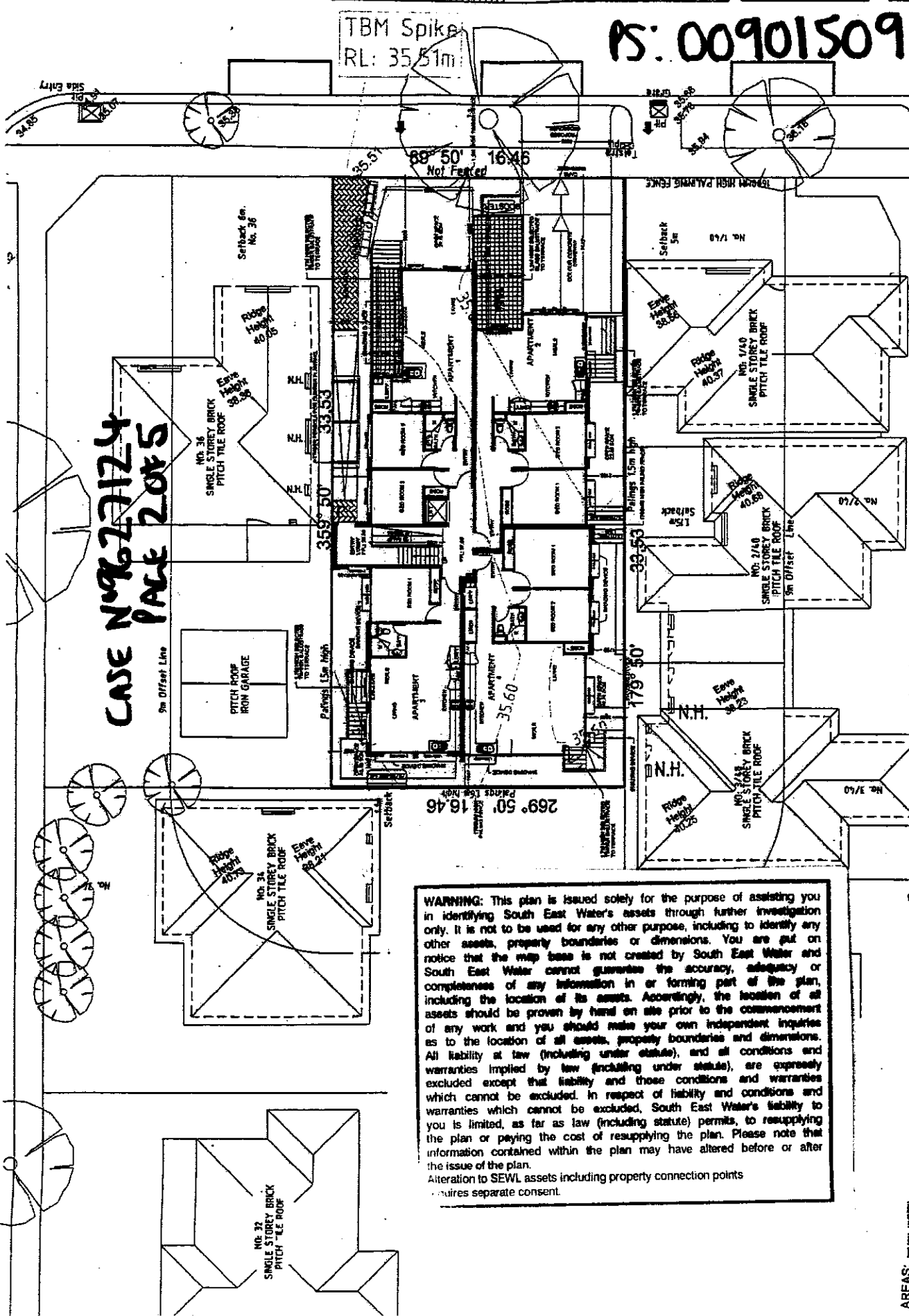
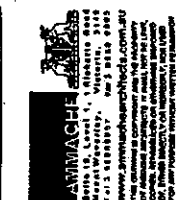
BO_ACCEPTANCE

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties which cannot be excluded, in respect of liability and conditions and warranties which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that information contained within the plan may have altered before or after the issue of the plan. Alteration to SEWL assets including property connection points requires separate consent.

PROJECT	PROPOSED APARTMENTS DEVELOPMENT AT 38 KING STREET DANDENONG
CLIENT	VANISAN HOMES
DATE	11 FEB 2009
SCALE	1:100
BY	C. CHAN
CHECKED BY	L. MANNING

GROUND FLOOR PLAN
TOWN PLANNING

DATE	11 FEB 2009
SCALE	1:100
BY	C. CHAN
CHECKED BY	L. MANNING



CASE N9627124
PAGE 2 OF 5

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties which cannot be excluded, in respect of liability and conditions and warranties which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that information contained within the plan may have altered before or after the issue of the plan. Alteration to SEWL assets including property connection points requires separate consent.

AREAS:

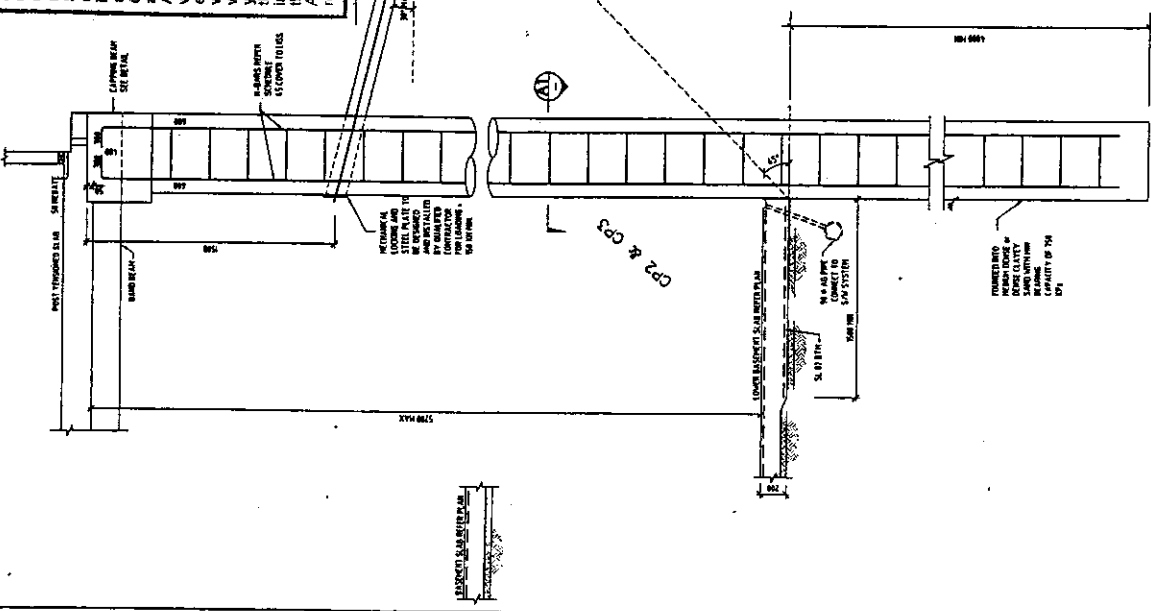
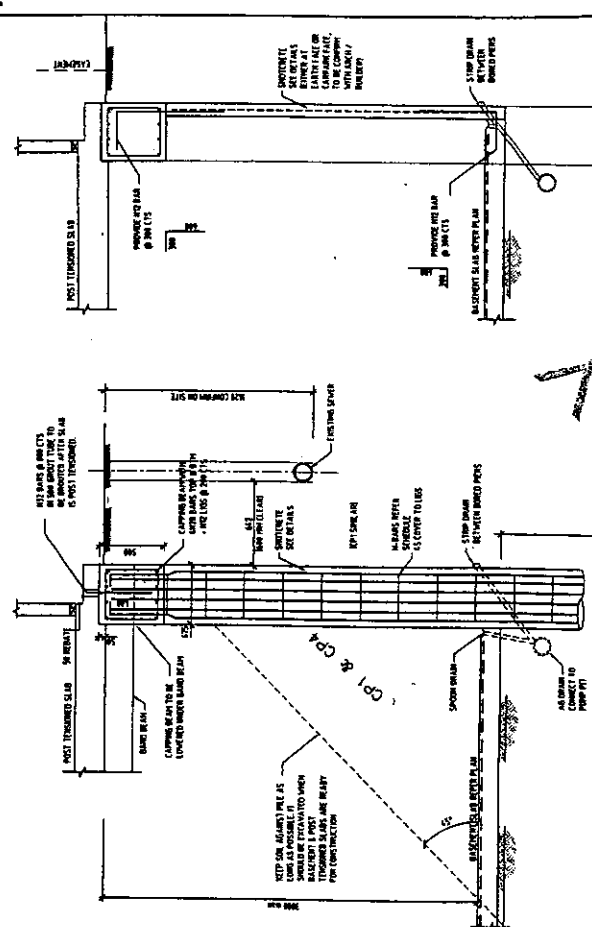
AREA	NO.	AREA	NO.	AREA	NO.	AREA	NO.
APARTMENT	1	APARTMENT	2	APARTMENT	3	APARTMENT	4
APARTMENT	5	APARTMENT	6	APARTMENT	7	APARTMENT	8
APARTMENT	9	APARTMENT	10	APARTMENT	11	APARTMENT	12
APARTMENT	13	APARTMENT	14	APARTMENT	15	APARTMENT	16
APARTMENT	17	APARTMENT	18	APARTMENT	19	APARTMENT	20
APARTMENT	21	APARTMENT	22	APARTMENT	23	APARTMENT	24
APARTMENT	25	APARTMENT	26	APARTMENT	27	APARTMENT	28
APARTMENT	29	APARTMENT	30	APARTMENT	31	APARTMENT	32
APARTMENT	33	APARTMENT	34	APARTMENT	35	APARTMENT	36
APARTMENT	37	APARTMENT	38	APARTMENT	39	APARTMENT	40
APARTMENT	41	APARTMENT	42	APARTMENT	43	APARTMENT	44
APARTMENT	45	APARTMENT	46	APARTMENT	47	APARTMENT	48
APARTMENT	49	APARTMENT	50	APARTMENT	51	APARTMENT	52
APARTMENT	53	APARTMENT	54	APARTMENT	55	APARTMENT	56
APARTMENT	57	APARTMENT	58	APARTMENT	59	APARTMENT	60
APARTMENT	61	APARTMENT	62	APARTMENT	63	APARTMENT	64
APARTMENT	65	APARTMENT	66	APARTMENT	67	APARTMENT	68
APARTMENT	69	APARTMENT	70	APARTMENT	71	APARTMENT	72
APARTMENT	73	APARTMENT	74	APARTMENT	75	APARTMENT	76
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APARTMENT	89	APARTMENT	90	APARTMENT	91	APARTMENT	92
APARTMENT	93	APARTMENT	94	APARTMENT	95	APARTMENT	96
APARTMENT	97	APARTMENT	98	APARTMENT	99	APARTMENT	100

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties which cannot be excluded. In respect of liability and conditions and warranties which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that information contained within the plan may have altered before or after the issue of the plan.

Alteration to SEWL assets including property connection points requires separate consent.

CASE N° 9627124
PAGE 4 OF 5

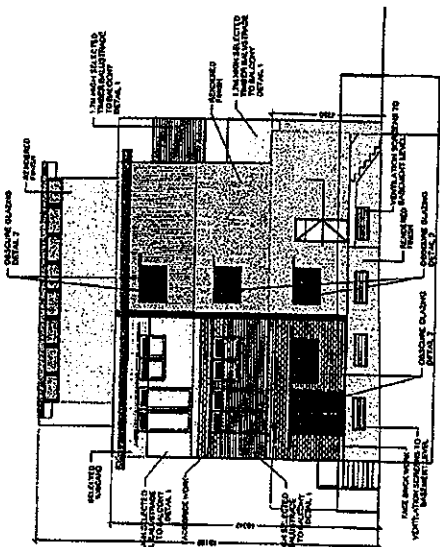
NOT FOR CONSTRUCTION
PROJ. 00901509
15.02.2022



TYP - PROPPED BORED PIER DETAILS @ CARSTACKERS WITH GROUND ANCHOR

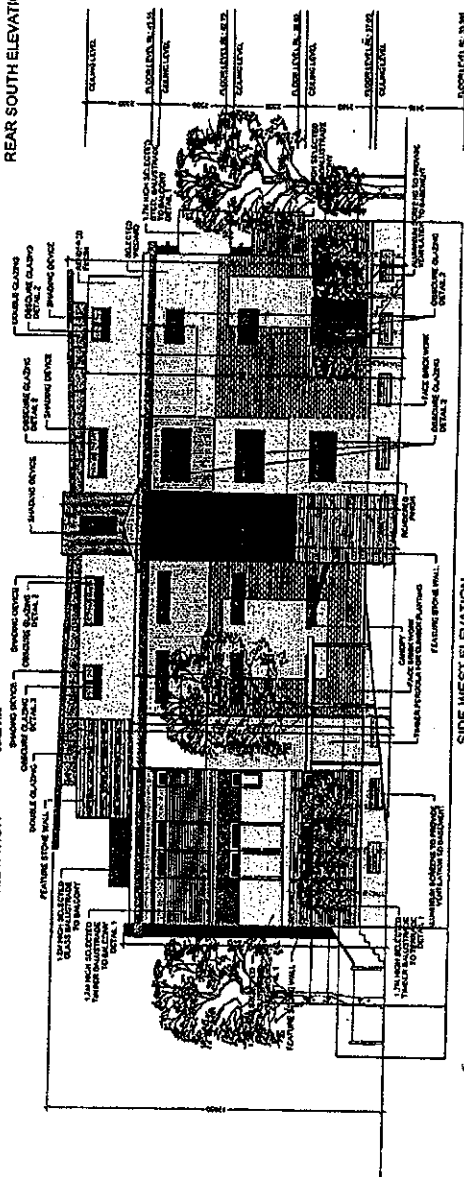
ARCHITECT ANARCH ARCHITECTS SUITE 13, LEVEL 1, RICKETTS ROAD MOUNT WAVERLEY CLIENT	PROJECT PROPOSED APARTMENTS DEVELOPMENT 38 KING STREET DANDENONG	DESIGNED BY RS DATE 15.02.2022 PROJECT # 2963	DRAWN BY RS SCALE 1:20 DRAWING # S3
REV. DATE DESCRIPTION	REV. DATE DESCRIPTION	REV. DATE DESCRIPTION	REV. DATE DESCRIPTION
REV. DATE DESCRIPTION	REV. DATE DESCRIPTION	REV. DATE DESCRIPTION	REV. DATE DESCRIPTION

RST Consulting
RST Consulting Engineers Pty Ltd
13 RUBY PLACE
SPRINGVALE VIC 3171
Tel : 03 9540 3640 / 9017 9071
Fax : 03 9540 3641
Email : info@rstconsulting.com.au
Web : www.rstconsulting.com.au



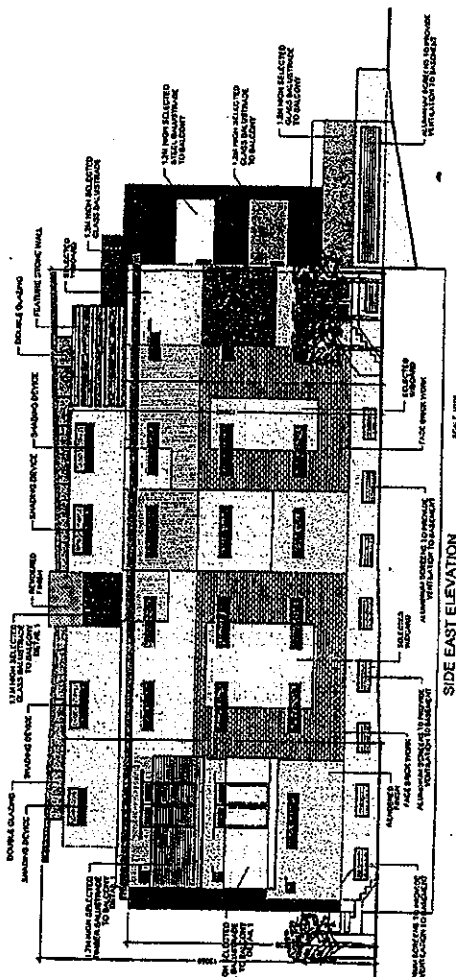
FRONT NORTH ELEVATION

REAR SOUTH ELEVATION



SIDE WEST ELEVATION

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's assets through further investigation only, it is not to be used for any other purposes, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets. Accordingly, the location of all assets should be proven by hard on site prior to the commencement of any work and all assets, property boundaries and dimensions as to the location of all assets, property boundaries and dimensions, all liability at law (including under tort), and all conditions and warranties implied by law (including under contract), are expressly excluded except that liability and those conditions and warranties which cannot be excluded. In respect of liability and warranties which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the information contained within the plan. Please note that the issue of the plan, alteration to SE/WL assets including property connection points and requirements for separate consent.



SIDE EAST ELEVATION



15.00901509

CASE N° 9627124
PAGE 5 OF 5

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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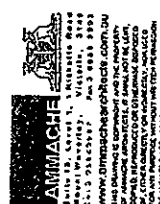
**PROPOSED APARTMENTS
DEVELOPMENT AT
338 KING STREET
DANDENONG**

JANSAN HOMES

CONCLUSIONS

OWNPLANNING

Order No.	Order Date	Order Qty	Order Price	Order Total
BKINGST	11.FEB.2009	1/100	G. GAZZETTA	N. ANNUNCI



Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / DSA LAWYERS PTY LTD

Your Reference:	230014
Certificate No:	58767797
Issue Date:	11 JAN 2023
Enquiries:	ESYSPROD

Land Address: UNIT 9, 38 KING STREET DANDENONG VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40945365	9	627467	11461	277	\$0.00

Vendor: GOKSEL KAHRAMAN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR GOKSEL KAHRAMAN	2023	\$50,000	\$0.00	\$0.00	\$0.00

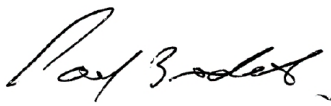
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$295,000
SITE VALUE:	\$50,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 58767797

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$50,000

Calculated as \$0 plus (\$50,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 58767797

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 58767797

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

DSA Lawyers Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 358809

NO PROPOSALS. As at the 11th January 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 9, 38 KING STREET, DANDENONG 3175
CITY OF GREATER DANDENONG

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: 11th January 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 67504899 - 67504899113515 '358809'

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 24th January 2023

1. OWNERS CORPORATION DETAILS

Plan Number: PS627467D-1 (An unlimited for Plan No. PS627467D-2)

Address of Plan: 38 King Street DANDENONG VIC VIC 3175

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address PO Box 2623 Ringwood North Victoria 3134

2. CERTIFICATE DETAILS

Vendor: Mr Goksel Kahraman

Postal Address for Lot 9 Unit 9, 38 King Street DANDENONG VIC 3175

Purchaser:

Person requesting Certificate: DSA Law

Reference: (Ref: 230014Kahraman)

Address: Level 2, 180 Queen Street, Melbourne

Fax:

E-mail: vlow@dsalaw.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 9

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 9 are **3,890.73 per annum** commencing on 1 December 2022.
Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/12/22 to 31/05/23	1,663.38	01/12/22	Paid
01/06/23 to 30/11/23	2,227.35	01/06/23	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 9.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th January 2023

For Plan No. PS627467D-1 - Lot 9

4. CURRENT LEVY POSITION FOR LOT 9

Fund	Balance	Paid To
Administrative	\$233.27 CR	31 May 2023
Maintenance Fund	0.00	30 November 2022
BALANCE	\$233.27 CR	

THIS LOT CURRENTLY HAS A CREDIT OF \$233.27.

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 9.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 9 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 24 January 2023:

Account / Fund	Amount
Administrative Fund	-2,902.53
Maintenance Fund	11,378.15
TOTAL FUNDS HELD AS AT 24 JANUARY 2023	\$8,475.62

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	06S3597864
Expiry Date	21-November-2023
Insurance Company	Strata Unit Underwriting Agency Pty Ltd
Broker	
Premium	12279.34

Cover Type

Cover Type	Amount of Cover
Building Catastrophe	905,825
Damage (i.e. Building) Policy	6,038,836
Fidelity Guarantee Insurance	100,000
Government Audit Costs	25,000
Government Audit Costs - Legal Defense Expenses	50,000
Loss of Rent	905,825
Lot Owner's Fixtures and Improvements	250,000
Machinery Breakdown Insurance	100,000
Office Bearers Liability Insurance	5,000,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	200,000/2,000
Workplace Health & Safety - Breaches	100,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th January 2023

For Plan No. PS627467D-1 - Lot 9

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
26/06/2015		Current	Please see attached Maintenance Schedule

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th January 2023

For Plan No. PS627467D-1 - Lot 9

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Iconic Strata Management
ABN / ACN: 43 006 994 378
Address of Manager: PO Box 2623 Ringwood North Victoria 3134
Telephone: 9982 1300
Facsimile:
E-mail Address: info@iconicstrata.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

- ☐1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.
- ☐2. This Certificate is valid for 60 days from the date of issue, once that period has lapsed application must be made for a new certificate.
- ☐3. The information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
- ☐4. The information is subject to change without notice.
- ☐5. Additional fees are applicable for all documentation supplied in hard copy.
- ☐6. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
- ☐Requests to inspect the Owners Corporation Register, or to obtain a new certificate must be forwarded to: Iconic Strata Management, PO Box 2623, RINGWOOD NORTH, VIC 3134.
- ☐Requests for certificate must be accompanied by;
 - ☐• Cheque payable to Iconic Strata Management, or
 - ☐• Copy of an EFT payment.
- ☐
- ☐

SIGNING

The common seal of Owners Corporation No. 1, Plan No. PS627467D-1, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Justin Elliott
Company: Iconic Strata Management
Address of registered office: PO Box 2623 Ringwood North Victoria 3134

24/01/2023

Date



Common Seal
of Owners Corporation

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 24th January 2023

1. OWNERS CORPORATION DETAILS

Plan Number: PS627467D-2 (A Limited of Plan No. PS627467D-1)

Address of Plan: 38 King Street DANDENONG VIC VIC 3175

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address PO Box 2623 Ringwood North Victoria 3134

2. CERTIFICATE DETAILS

Vendor: Mr Goksel Kahraman

Postal Address for Lot 9 Unit 9, 38 King Street DANDENONG VIC 3175

Purchaser:

Person requesting Certificate: DSA Law

Reference: (Ref: 230014Kahraman)

Address: Level 2, 180 Queen Street, Melbourne

Fax:

E-mail: vlow@dsalaw.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 9

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 9 are **466.54 per annum** commencing on 1 December 2022.
Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/12/22 to 31/05/23	233.27	01/12/22	Issued
01/06/23 to 30/11/23	233.27	01/06/23	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 9.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th January 2023

For Plan No. PS627467D-2 - Lot 9

4. CURRENT LEVY POSITION FOR LOT 9

Fund	Balance	Paid To
Administrative	\$235.19 DR *	30 November 2022
Maintenance Fund	0.00	31 May 2020
BALANCE	\$235.19 DR *	

* These amounts include penalty interest for outstanding levies.

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 9.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 9 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 24 January 2023:

Account / Fund	Amount
Administrative Fund	13,145.29
Maintenance Fund	-309.12
TOTAL FUNDS HELD AS AT 24 JANUARY 2023	\$12,836.17

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
25/07/2014	CarPark Mechanical Equipment	Current	Preventative Maintenance, Breakdown & Support Service

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th January 2023

For Plan No. PS627467D-2 - Lot 9

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Iconic Strata Management
ABN / ACN:	43 006 994 378
Address of Manager:	PO Box 2623 Ringwood North Victoria 3134
Telephone:	9982 1300
Facsimile:	
E-mail Address:	info@iconicstrata.com.au

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th January 2023

For Plan No. PS627467D-2 - Lot 9

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

- ☐1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.
- ☐2. This Certificate is valid for 60 days from the date of issue, once that period has lapsed application must be made for a new certificate.
- ☐3. The information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
- ☐4. The information is subject to change without notice.
- ☐5. Additional fees are applicable for all documentation supplied in hard copy.
- ☐6. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
- ☐Requests to inspect the Owners Corporation Register, or to obtain a new certificate must be forwarded to: Iconic Strata Management, PO Box 2623, RINGWOOD NORTH, VIC 3134.
- ☐Requests for certificate must be accompanied by;
 - ☐• Cheque payable to Iconic Strata Management, or
 - ☐• Copy of an EFT payment.
- ☐
- ☐

SIGNING

The common seal of Owners Corporation No. 2, Plan No. PS627467D-2, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Justin Elliott

Company: Iconic Strata Management

Address of registered office: PO Box 2623 Ringwood North Victoria 3134

24/01/2023

Date



Common Seal
of Owners Corporation



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 29.11.22
Policy No.: 06S3597864
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 21st November 2022
To 4.00pm 21st November 2023

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured :	Owners Corporation 627467	
Situation :	38 King Street Dandenong	VIC 3175
Section 1 :	Building including common contents	\$ 6,038,836
	Loss of Rent/Temporary Accommodation (15%)	\$ 905,825
	Catastrophe or Emergency (15%)	\$ 905,825
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Included
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 30,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 5,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ 100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured
Excesses :		
Section 1	\$ 1,000	all claims + as per policy wording
Section 2	\$ 1,000	all claims
Section 3	\$ 1,000	all claims
Section 11	\$ 1,000	all claims

On behalf of the Insurers: Insurance Australia Limited trading as



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

OC 627467
(SUU VIC O0657 0179014/002)

CGU Insurance ABN 11 000 016 722

Special Terms/ Conditions:

1. Machinery Breakdown

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Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts and labour.

# MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION 1 & 2 - PLAN: 627467D  
38 King Street, DANDENONG 3175

The Annual General Meeting of the Owners Corporation was held on:

**Date:** Wednesday 16<sup>th</sup> February 2022

**Time:** 6:00pm

**Place:** Iconic Strata Management, via Zoom

## 1. QUORUM:

Noting of attendances, proxies, apologies, determination of quorum and entitlement to vote.

| Name          | Lot No. | Present | Proxy Appointed | Entitled to Vote |
|---------------|---------|---------|-----------------|------------------|
| J Milner      | Lot 3   | Yes     | N/A             | Yes              |
| K Ho          | Lot 4   | No      | T Nguyen, Lot 6 | Yes              |
| V Adamopoulos | Lot 5   | Yes     | N/A             | Yes              |
| T Nguyen      | Lot 6   | Yes     | N/A             | Yes              |
| G Kahraman    | Lot 9   | Yes     | N/A             | Yes              |
| A Ngo         | Lot 10  | Yes     | N/A             | Yes              |

Also present: J Elliott – Iconic Strata Management

*A quorum was not present. The meeting proceeded but all decisions are interim decisions which will become decisions of the Owners Corporations if no petition is received by members with at least 25% of all lot entitlements within 28 days of the meeting.*

## 2. PROCEDURE:

### **Motion 2.1:**

Pursuant to section 80 (1) of the Owners Corporations Act, the Owners Corporation resolves to accept that participation of this Annual General Meeting is by video teleconference.

### **Motion 2.2:**

Pursuant to section 80 (2) of the Owners Corporations Act, the Owners Corporation resolves to adopt the following procedure for this Annual General Meeting.

- The mute function should be applied when not speaking.
- Wait for one person to finish before speaking. Ideally use the hand icon if you wish to speak (if on video).
- Keep comments brief and relevant to the motion being voted on.
- Refrain from shuffling papers or making distracting noises.
- Argumentative, unruly, bullying, and harassing behaviour will not be tolerated. The participant will be asked to cease such behaviour, failing to do so the meeting will be adjourned for another date. Additional charges will apply.

**Moved:** G Kahraman, Lot 9

**Seconded:** T Nguyen, Lot 6

**Voting:** Passed without dissent

## 3. PART 10 DISPUTE RESOLUTION:

### **Motion 3.1:**

In accord with s159 OCA, the Owners Corporation must report to the AGM in relation to the number of complaints made under Part 10 Dispute Resolution.



Nil complaints were received.

**Moved: G Kahraman, Lot 9**

**Seconded: T Nguyen, Lot 6**

**Voting: Passed without dissent**

**4. CHAIRPERSON:**

**Motion 4.1:**

To appoint a person being a lot owner or the manager to chair the meeting.

***J Elliott, Iconic Strata Management, was appointed to chair the meeting.***

**5. CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING:**

**Motion 5.1:**

To confirm the minutes of the Annual General Meeting held 16<sup>th</sup> February 2021.

**Moved: T Nguyen, Lot 6**

**Voting: Passed without dissent**

**6. MANAGER'S/COMMITTEE'S REPORTS:**

**Motion 6.1:**

To confirm the Manager's (Iconic Strata) report.

**Moved: T Nguyen, Lot 6**

**Seconded: A Ngo, Lot 10**

**Voting: Passed without dissent**

**7. FINANCIAL STATEMENT:**

**Motion 7.1:**

That the Owners Corporation adopt the financial statement for the period ending 30<sup>th</sup> November 2021.

**Owners Corporation 1**

Total Owners Funds - Administration Fund : (\$15,892.85) deficit

Total Owners Funds - Maintenance Fund : \$33,364.37

**Owners Corporation 2**

Total Owners Funds - Administration Fund : \$5,943.79

Total Owners Funds - Maintenance Fund : \$4,838.88

**Moved: T Nguyen, Lot 6**

**Seconded: A Ngo, Lot 10**

**Voting: Passed without dissent**

**8. ADMINISTRATION FUND BUDGET:**

**Motion 8.1:**

Note and confirm the proposed Administration Budget for the year ended 30<sup>th</sup> November 2022.

Owners Corporation 1 - Administration Budget : \$46,574.72 (\$3,326.77 per lot)

Owners Corporation 2 - Administration Budget : \$6,000.00 (\$545.45 per lot)

**Motion Failed.**

**Amended Motion 8.1:**

Note and confirm the proposed Administration Budget for the year ended 30<sup>th</sup> November 2022.

Owners Corporation 1 - Administration Budget : \$36,574.72 (\$2,612.48 per lot)

Owners Corporation 2 - Administration Budget : \$6,000.00 (\$545.45 per lot)

**Moved: A Ngo, Lot 10**

**Seconded: G Kahraman, Lot 9**

**Voting: Passed without dissent**

*Managers Note: Members present agreed unanimously to transfer \$10,000.00 from the Maintenance Fund into the Administration fund to reduce annual levy.*

## **9. MAINTENANCE FUND BUDGET:**

### **Motion 9.1:**

Note and confirm the proposed Maintenance Budget for the year ended 30<sup>th</sup> November 2022.

Owners Corporation 1 - Maintenance Budget : \$1,400.00 (\$100.00 per lot)

Owners Corporation 2 - Maintenance Budget : Nil

**Moved: T Nguyen, Lot 6**

**Seconded: G Kahraman, Lot 9**

**Voting: Passed without dissent**

## **10. FEES – ADMINISTRATION & MAINTENANCE BUDGET:**

### **Motion 10.1:**

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006, based on unit of liability for the period ending 30<sup>th</sup> November 2022.

**Moved: G Kahraman, Lot 9**

**Seconded: T Nguyen, Lot 6**

**Voting: Passed without dissent**

### **Motion 10.2:**

That the fees be paid in advance in half yearly instalments, being due on the first day of December and June of each year.

**Moved: G Kahraman, Lot 9**

**Seconded: T Nguyen, Lot 6**

**Voting: Passed without dissent**

## **11. INSURANCE:**

### **Motions 11.1:**

- a) That the Owners Corporation 1 & 2 confirms the Insurance cover with SUU (Strata Unit Underwriters) via Whitbread Brokers, indicating building reinstatement value of \$3,535,000 and \$30M for public liability.
- b) That the Owners Corporation 1 & 2, subject to periodic valuation, obtains quotations for the renewal of insurance policy each year prior to renewal, and that those quotations are forwarded to the Committee for approval.
- c) Confirm that an independent insurance valuation has not been obtained.
- d) The Owners Corporation obtain an insurance valuation for approx. \$450.00. Once obtained, it is then to be forwarded to the insurer for endorsement. Please note this will increase insurance premiums.
- e) That the Owners Corporation 1 & 2 accepts the financial services provided by the Manager as disclosed in the FSRA advice attached to the notice of meeting.
- f) That the Whitbread Financial Services Guide and SUU Product Disclosure Statement & Policy Wording are available to view and download from the MyCommunity portal.
- g) That the Owners Corporation acknowledges that the strata insurance does not cover public liability within the private Lot.
- h) Excess payable on claims as a result of an insurable event from common property will be paid by the Owners Corporation, however the Owners Corporation may apply the benefit principle if only one or a few lots are affected. The lot/s that benefit from the repair will be responsible for the excess on the insurance claim.

**Moved: J Milner, Lot 3**

**Seconded: V Adamopoulos, Lot 5**

**Voting: Passed without dissent**

## **12. PENALTY INTEREST:**

### **Motion 12.1:**

To charge interest at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* on money owed by a member to the Owners Corporation one month after the due date for fees and charges set under Sections 23 and 24 of the Act and on any other amount payable by a lot owner to the



Owners Corporation 1 & 2 such interest to apply from due date unless Committee decide in any particular case to waive payment of interest.

**Moved: T Nguyen, Lot 6**

**Seconded: V Adamopoulos, Lot 5**

**Voting: Passed without dissent**

### **13. RECOVERY COSTS:**

#### **Motion 13.1:**

That Iconic Strata Management may arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or Magistrates Court to recover the debt as required. All costs incurred by the Owners Corporation from any default or breach by a lot owner will be borne by the Lot Owner in breach.

**Moved: V Adamopoulos, Lot 5**

**Seconded: T Nguyen, Lot 6**

**Voting: Passed without dissent**

#### **Motion 13.2:**

That the Owners Corporation levy the lot owner the cost or charges for the Fee Reminder Notice (\$33) and Final Notice (\$66) as incurred by the Owners Corporation.

**Moved: V Adamopoulos, Lot 5**

**Seconded: T Nguyen, Lot 6**

**Voting: Passed without dissent**

### **14. COMMITTEE:**

Pursuant to Section 100 and 103 of the *Owners Corporations Act 2006*, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 and not more than 7 Members at each AGM. Nomination form attached.

#### **Motion 14.1:**

To elect a Committee.

##### ***Members elected to Committee:***

| <b>Name</b>   | <b>Lot No.</b> |
|---------------|----------------|
| K Ho          | Lot 4          |
| V Adamopoulos | Lot 5          |
| T Nguyen      | Lot 6          |
| G Kahraman    | Lot 9          |
| A Ngo         | Lot 10         |

#### **Motion 14.2:**

That the Committee elect a Chairperson of the Owners Corporation 1 & 2.

***T Nguyen, Lot 6, was elected as Chairperson of the Owners Corporation 1 & 2.***

#### **Motion 14.3:**

That the Committee elect a Secretary of the Owners Corporation 1 & 2.

***J Elliott, Iconic Strata Management, was elected as Secretary of the Owners Corporation 1 & 2.***

#### **Motion 14.4:**

To resolve that the members of the Committee also serve as the grievance Committee.

**Moved: V Adamopoulos, Lot 5**

**Seconded: T Nguyen, Lot 6**

**Voting: Passed without dissent**

### **15. DELEGATION:**

#### **Motion 15.1:**

To resolve that the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporations Act 2006, except the power to terminate the Contract of Appointment with the Owners Corporation Manager.

**Moved: V Adamopoulos, Lot 5**

**Seconded: G Kahraman, Lot 9**

**Voting: Passed without dissent**

## **16. ESSENTIAL SAFETY MEASURES:**

Mandatory reporting of maintenance is required for both pre and post 1994 constructed buildings (excluding class 1A buildings) by completion of an annual Essential Safety Measures Report, in accordance with new regulations on 13<sup>th</sup> June 2009.

### **Motion 16.1:**

That the Owners Corporation 1 & 2 resolve to delegate to the committee/manager power to ensure that the essential service items are attended to, in accordance with the Building Codes of Australia.

**Moved:** G Kahraman, Lot 9

**Seconded:** T Nguyen, Lot 6

**Voting:** Passed without dissent

## **17. OWNERS CORPORATIONS RULES:**

That the Owners Corporation acknowledge the Model Rules were issued with the Notice of Meeting and apply to Owners Corporation 1 & 2 on Plan No. 627467.

In accordance with Section 136 of the Owners Corporations Act 2006, a lot owner who does not occupy their lot must give the occupier of the lot a copy of the Model Rules of the Owners Corporation (in addition to consolidated rules if applicable) at the commencement of occupation.

**Moved:** G Kahraman, Lot 9

**Seconded:** T Nguyen, Lot 6

**Voting:** Passed without dissent

## **18. DISTRIBUTION OF FUTURE AGM NOTICES & MINUTES:**

### **Motion 18.1:**

That the Owners Corporation resolves that future Annual General Meeting Notices and Minutes be distributed electronically only, to all members with email accounts and by post only, as individually requested.

**Moved:** G Kahraman, Lot 9

**Seconded:** A Ngo, Lot 10

**Voting:** Passed without dissent

## **19. GENERAL BUSINESS:**

**19.1 Sensor Light** – Manager to obtain quote to install a motion sensor light at the end of driveway above the garage door to turn on when there is movement should someone attempt to tamper/damage the garage door. This may not prevent damage, but is a means of a deterrent. Committee to discuss once obtained.

**19.2 CCTV** – In 2019 a quote was obtained to install CCTV throughout the common areas of the building. At the time, the quote was not approved. Members at the meeting expressed an interest to revisit this. The manager will obtain an updated quote for CCTV in the front foyer and garage. Once obtained, committee will discuss.

**19.3 Letterboxes** – Manager was informed that a number of letterboxes have been damaged. Once a photo of the damage is forwarded to the manager, it will be assessed, and confirmation given should the Owners Corporation be responsible for the repair costs. The manager would like to advise/remind that letterboxes are considered private as they are for the benefit of each individual owner/occupants. Committee will decide should the matter of repair be private if the Owners Corporation will cover the costs.

**19.4 Cleaning** – Discussions were had surrounding the level of cleaning of common areas. To ensure cleaners are attending fortnightly as agreed and cleaning is being completed to a satisfactory standard, a cleaning checklist will be placed in the entry foyer and cleaners will be required to sign and date upon each visit. The caretaker has been instructed to deep clean (brush) the garage door on their next visit).

**Meeting Closed: 6:55pm**

Justin Elliott  
Iconic Strata Management

# Maintenance Contract Schedule

As at January 2021

**Owners Corporation No 627467D**

**38 King Street, DANDENONG**

| Contractor           | Service                 | Frequency           |
|----------------------|-------------------------|---------------------|
| Nordic Elevators     | Lift Maintenance        | Quarterly           |
| WHOR                 | Car Stacker Maintenance | 6 Monthly           |
| ADT Fire Monitoring  | Fire Alarm Monitoring   | Daily               |
| Fire & Emergency     | Essential Services      | Monthly - 6 Monthly |
| ReGen Cleaning       | Cleaning                | Monthly             |
| Shannons Garden Care | Caretaking              | Monthly             |
| South East Water     | Water Supply            |                     |
| Engin                | Electricity Supply      |                     |
| Stinky Bins          | Waste Management        | Weekly              |

# 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. Committees and sub-committees**

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

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

## **3. Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

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

## **4. Use of common property**

### **4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

## **4.2 Vehicles and parking on common property**

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

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

## **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

### **5.1 Change of use of lots**

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

#### **Example**

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

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

## **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

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

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

## 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.