

CONTRACT OF SALE OF REAL ESTATE

Vendor:	Tomislav Rikanovic
Property:	Unit 13, 9-11 Weller Street DANDENONG VIC 3175



VENDORS REPRESENTATIVE
SB Solicitors

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Ref: 6901-25 Rikanovic

CONTRACT OF SALE OF REAL ESTATE

Property Address: Unit 13 9-11 Weller Street DANDENONG VIC 3175

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing..... **Tomislav Rikanovic**

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

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

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts ASAP Group
2/82 Cheltenham Road
DANDENONG VIC 3175

Tel: (03) 8743 2506 Fax:

Ref:

Email: ming.wang@harcourts.com.au

VENDOR

Tomislav Rikanovic
C/-SB Solicitors

Tel:

Email:

VENDOR'S LEGAL PRACTITIONER

SB Solicitors
1/173 Lonsdale Street
DANDENONG VIC 3175

Tel: (03) 9708 5564 Fax:

Ref: 6901-25
Rikanovic

Email: ivan.b@sbsolicitors.com.au

PURCHASER

Tel:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Fax:

Ref:

Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
9365/557	13	RP14640
9365/576	32	PS14640

OR

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

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
Unit 13 9-11 Weller Street DANDENONG VIC 3175

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

All fixtures and fittings of a permanent nature as inspected.

PAYMENT

Price

\$

Deposit

\$

by

Balance

\$

(of which \$

has been paid)

payable at settlement

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 and 26.2)

Is due on

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

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

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20)

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

Lender:

Loan amount:

Approval date:

BUILDING REPORT

☐ General condition 21 applies only if the box is checked.

PEST REPORT

☐ General condition 22 applies only if the box is checked.

GST WITHHOLDING NOTICE (general condition 25.3)

The vendor gives notice that the purchaser/recipient is not required to make payment under section 14-250 of schedule 1 of the taxation administration act 1953 (cth) in relation to the supply of the property within this contract.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

1. NO REPRESENTATIONS

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

2. DWELLING

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

3. GUARANTEE

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

4. FIRB APPROVAL

- 4.1. The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 4.2. If there is a breach of the warranty contained in Special Condition 4.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 4.3. This warranty and indemnity do not merge on completion of this contract.

5. VENDOR GIVES NOTICE

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the Property by the due date under this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between Solicitor and own Client;
- (e) Legal costs for the issuing of a default notice and/or default and recession notice in the amount of \$800.00 + GST; and
- (f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

6. IDENTITY OF LAND

- 6.1. The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars specified in the particulars of sale. The purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to bear all or any part of the cost of doing so.
- 6.2. Any fence or wall purporting to be on a boundary on the Land is deemed to be on the title boundary of the Land and if a fence or wall or any part of either of them is found to be within or outside the title boundary the Purchaser will not have any claim on that ground against the Vendor.

7. ACKNOWLEDGEMENT

The purchaser acknowledges receiving a vendor's statement (signed by the vendor) in accordance with the *Sale of Land Act 1962*, prior to signing this contract

8. PLANNING

The purchaser acknowledges that:

- 8.1. the purchaser buys the property subject to any restrictions on its use or development imposed under the *Planning and Environment Act 1987* (Vic), the Planning Scheme, any other planning scheme and all existing and proposed restrictions and conditions otherwise effecting the use, development and enjoyment of the property under any existing statute, regulation, bylaw, ordinance, code or other restriction, or which may be made after the day of sale;

8.2. the vendor has not, nor has anyone on the vendor's behalf, made any warranties or representations:

- (a) that the property or any part may be used for any particular purpose,
- (b) that the existing use of the property complies with the conditions of any planning permit planning instrument or agreement issued or made in respect to the property or any part of the property or any other restrictions or provisions referred to in this special condition;
- (c) as to the fitness for any particular purpose or otherwise of the property, applicable laws: or
- (d) concerning the nature, force, effect or validity of any planning permit and/or other planning instrument or agreement issued or made in respect to the property or any part of the property or any other restrictions or provisions referred to in this special condition,

and in respect of any of the above the purchaser will not be entitled to make any requisition, objection or claim for compensation, or contribution nor claim any right to terminate this contract or delay settlement.

9. WARRANTIES

- 9.1. The purchaser acknowledges that the vendor has not nor has anyone on the vendor's behalf made any representation or warranty that any structures comply with the current or any building regulations and the purchaser expressly releases the vendor and/or his servants or agents from any claims or demands in respect thereof.
- 9.2. The land is sold subject to any other restriction as to use imposed by law or by any authority with power under any legislation to control the use of land. Any such restrictions will not constitute a defect in title or a matter of title or affect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof nor claim any rights to terminate contract or delay settlement.
- 9.3. The purchaser acknowledges that no information, representation or warranty supplied, made or given by the vendor or its agents or any other person or behalf of the vendor was made with the knowledge or intention that it would be relied upon and that no such information, representation or warranty has, in fact, been relied upon and the purchaser has relied entirely upon its own enquiries and inspection of the property.
- 9.4. The information and particulars contained in advertisements and/or brochures appearing and prepared prior to and at the time of sale are believed to be substantially correct, but should it be subsequently shown that the information or particulars shown therein are not correct, the Purchaser shall not by reason of any discrepancy or misdescription therein, requisition or demand with regard to same.
- 9.5. The Purchaser acknowledges and declares that the Purchaser is aware that there may be buildings constructed over easements whether or not referred to in the Certificate of Title to the land. The Purchaser shall not be entitled to call on the Vendor/s to rectify this or to enter into any agreement in relation thereto and the Purchaser shall not be entitled to make any objection, requisition or claim for compensation whatsoever in respect thereof;

10. CONDITIONS OF PROPERTY

- 10.1. The purchaser acknowledges it has purchased the property as a result of, and after having made, its own inspection and enquiries relating to the property, the condition of the property and any improvements, extensions, renovations or any illegal building works on the property, and any other matters having any bearing upon the value of the property. The vendor expressly makes no warranty or representation regarding the condition of the property or any improvements, extensions, renovations or any illegal building works on the property, or any other matters having any bearing upon the condition or value of the property. The purchaser agrees that it purchases the property in its present position, condition and state of repair.
- 10.2. Without limiting this special condition, the purchaser will not be entitled to make any requisition, objection or claim for compensation, nor claim any right to terminate this contract or delay settlement, in relation to:
 - (a) any encroachment onto the land or any encroachment by buildings on the land over abutting lands, or in relation to any failure to comply with any planning scheme, planning permit, building approval, statute, regulation, by-law, ordinance, code or other restriction affecting the property;
 - (b) anything done by the vendor following the day of sale prior to settlement, which is reasonably necessary for the safety or protection of the property or any person or near the property;
 - (c) any loss, damage or need for repair relating to the property, or the requirements of a statutory authority; or
 - (d) any obligation to comply with current building regulations, municipal by-laws or any other statutory provisions or regulations,

and none of these things will constitute a defect in title.

- 10.3. The purchaser warrants to the vendor that, as a result of the purchaser's inspections and enquiries concerning the land, the purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 10.4. The purchaser shall make no objection, requisition or claim for compensation or claim any right to terminate, rescind or delay settlement of this contract because of anything concerning the matters referred to in this special condition or in respect of any loss, damage, need for repair relating to the land or the requirements of a statutory authority made on or after the day of sale.

10.5. The purchaser acknowledges that the improvements on the land may be subject to or require compliance with any covenant, encumbrance or other restriction that affects the land, current building regulations, municipal by-laws of any other statutory provisions or regulations or any repealed laws under which the improvements were constructed a failure to comply with any such covenants, regulations or laws will not constitute a defect in the vendors title and the purchaser may not avoid this contract or make any requisition or claim any compensation from the vendor on that ground.

11. GOODS AND CHATTELS

- 11.1. The Property and any goods or chattels (if applicable) are sold in their present condition and subject to any defects, contamination or other conditions which would or might otherwise be.
- 11.2. If there is a swimming pool or spa on the property, the purchaser acknowledges that the swimming pool or spa is not compliant with the safety requirements (if not compliant) and such compliance shall become the purchaser's responsibility (if it is needed). The purchaser acknowledges and agrees that they will be liable for any cost that may be incurred in obtaining the appropriate Compliance Certificate. The purchaser can't terminate this Contract for any reason directly or indirectly related to or associated with the lack of spa or swimming pool fencing, security, or registration with the relevant authorities that fail to comply with current legislative requirements.

12. VARIATIONS TO GENERAL CONDITIONS

The vendor and purchaser agree:

12.1. General conditions 12, 15, 16, 31.4, 31.5, and 31.6 are deleted from this contract.

12.2. The wording in general condition 20.2(c) is deleted and replaced with the following wording:

"serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from the Lender applied to on the Lender's letterhead (not a broker), on the vendor by 5pm (Melbourne, Victoria time) on the approval date or any later date allowed by the vendor; and"

13. LAND TAX ADJUSTMENT / WINDFALL GAINS TAX

13.1. For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

13.2. General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

14. HOLIDAY CLOSURE PERIOD

The vendor's legal practitioner's office will be closed from 25 December 2025 to 9 January 2026 (inclusive) (Closure Period) and reopening on Monday 12 January 2026. In the event of the due date for settlement being a date during the Closure Period, the parties agree for settlement to be extended to Friday 16 January 2026.

15. AUCTION

15.1. If the property is sold by Auction, the Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

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

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 the header 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.

13.10 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

- 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

- 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.

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 lodgment 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 lodgment 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 lodgment 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 lodgment 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 lodgment 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.

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.

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

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

IN WITNESS whereof the parties hereto have set their hands and seals

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Tomislav Rikanovic
----------------	--------------------

Property:	Unit 13, 9-11 Weller Street DANDENONG VIC 3175
------------------	--



VENDORS REPRESENTATIVE
SB Solicitors

PO Box 7547
DANDENONG VIC 3175

Tel: (03) 9708 5564
Email: ivan.b@sbsolicitors.com.au

Ref: 6901-25 Rikanovic

SECTION 32 STATEMENT
UNIT 13 9-11 WELLER STREET DANDENONG VIC 3175

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows:

Their total does not exceed \$5,500.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

None to the vendor's knowledge.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable.

32A(ca) Commercial and Industrial Property Tax Reform Act 2024(Vic)(CIPT Act):

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	As noted in attached certificates
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or as follows	Not applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:

Not Applicable.

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:

Not Applicable.

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:

SECTION 32 STATEMENT
UNIT 13 9-11 WELLER STREET DANDENONG VIC 3175

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Greater Dandenong
Responsible Authority: Greater Dandenong City Council
Zoning: Residential Growth Zone
Planning Overlay/s: See attached certificate

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:

None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

- (b) The Vendor is not aware of any 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.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:

Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):

No such Building Permit has been granted to the Vendors knowledge.

SECTION 32 STATEMENT
UNIT 13 9-11 WELLER STREET DANDENONG VIC 3175

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT:
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed
- (2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):
- any certificate of release from liability to pay;
 - any certificate of deferral of the liability to pay;
 - any certificate of exemption from the liability to pay;
 - any certificate of staged payment approval;
 - any certificate of no GAIC liability;
 - any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;
 - any notice given under that Part providing evidence of an exemption of the liability to pay;
- OR
- a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:

SECTION 32 STATEMENT
UNIT 13 9-11 WELLER STREET DANDENONG VIC 3175

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist
- Register search statement
- Planning property report
- Council rates
- Water rates
- Owners corporation certificate x 2 and associated documents
- ATO Clearance certificate

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

Tomislav Rikanovic

Signature/s of the Vendor

x *Tomislav Rikanovic*

13-10-2025

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

x

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](https://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 - Volume 9365 Folio 576

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 09365 FOLIO 576

Security no : 124128423382V
Produced 25/09/2025 01:34 PM

LAND DESCRIPTION

Lot 32 on Registered Plan of Strata Subdivision 014640.
CAR PARK
PARENT TITLE Volume 09211 Folio 974

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TOMISLAV RIKANOVIC of 9 WELLER STREET DANDENONG VIC 3175
AS547659K 20/09/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY871626P 13/02/2025
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE RP014640 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: 9 WELLER STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 13/02/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP014640

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
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Register Search Statement - Volume 9365 Folio 557

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

VOLUME 09365 FOLIO 557

Security no : 124128422894C
Produced 25/09/2025 01:22 PM

LAND DESCRIPTION

Lot 13 on Registered Plan of Strata Subdivision 014640.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 09211 Folio 974

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TOMISLAV RIKANOVIC of 9 WELLER STREET DANDENONG VIC 3175
AS547659K 20/09/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY871626P 13/02/2025
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE RP014640 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 13 9-11 WELLER STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 13/02/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP014640

DOCUMENT END

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via LANDATA® System. Delivered at 25/09/2025, for Order Number 89160026. Your reference: 6901-25 Rikanovic.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 25/09/2025 01:23:11 PM

OWNERS CORPORATION
PLAN NO. RP014640

The land in RP014640 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 38.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

64 FENNELL STREET PORT MELBOURNE VIC 3207

AN801296A 08/05/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	180	180
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 25/09/2025 01:23:11 PM

**OWNERS CORPORATION
PLAN NO. RP014640**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	180	180
Lot 9	200	200
Lot 10	180	180
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	180	180
Lot 16	180	180
Lot 17	180	180
Lot 18	180	180
Lot 19	180	180
Lot 20	5	5
Lot 21	5	5
Lot 22	5	5
Lot 23	5	5
Lot 24	5	5
Lot 25	5	5
Lot 26	5	5
Lot 27	5	5
Lot 28	5	5
Lot 29	5	5
Lot 30	5	5
Lot 31	5	5
Lot 32	5	5
Lot 33	5	5
Lot 34	5	5
Lot 35	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 25/09/2025 01:23:11 PM

OWNERS CORPORATION
PLAN NO. RP014640

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	5	5
Lot 37	5	5
Lot 38	5	5
Total	3735.00	3735.00

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.

PLAN OF STRATA SUBDIVISION		EDITION 3	RP014640
LOCATION OF LAND PARISH: DANDENONG TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 34 (PART) TITLE REFERENCE: VOL. 9211 FOL. 974 LAST PLAN REFERENCE: CP106184 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 9 - 11 WELLER STREET, DANDENONG 3175		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
		SURVEYOR'S CERTIFICATE Surveyor: SCOT DOUGLAS Certification Date: 10/04/1978 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF DANDENONG on 28/08/1978 REGISTERED DATE: 22/02/1980 PLAN UPDATED BY REGISTRAR IN AN661031Q 13/10/2022	

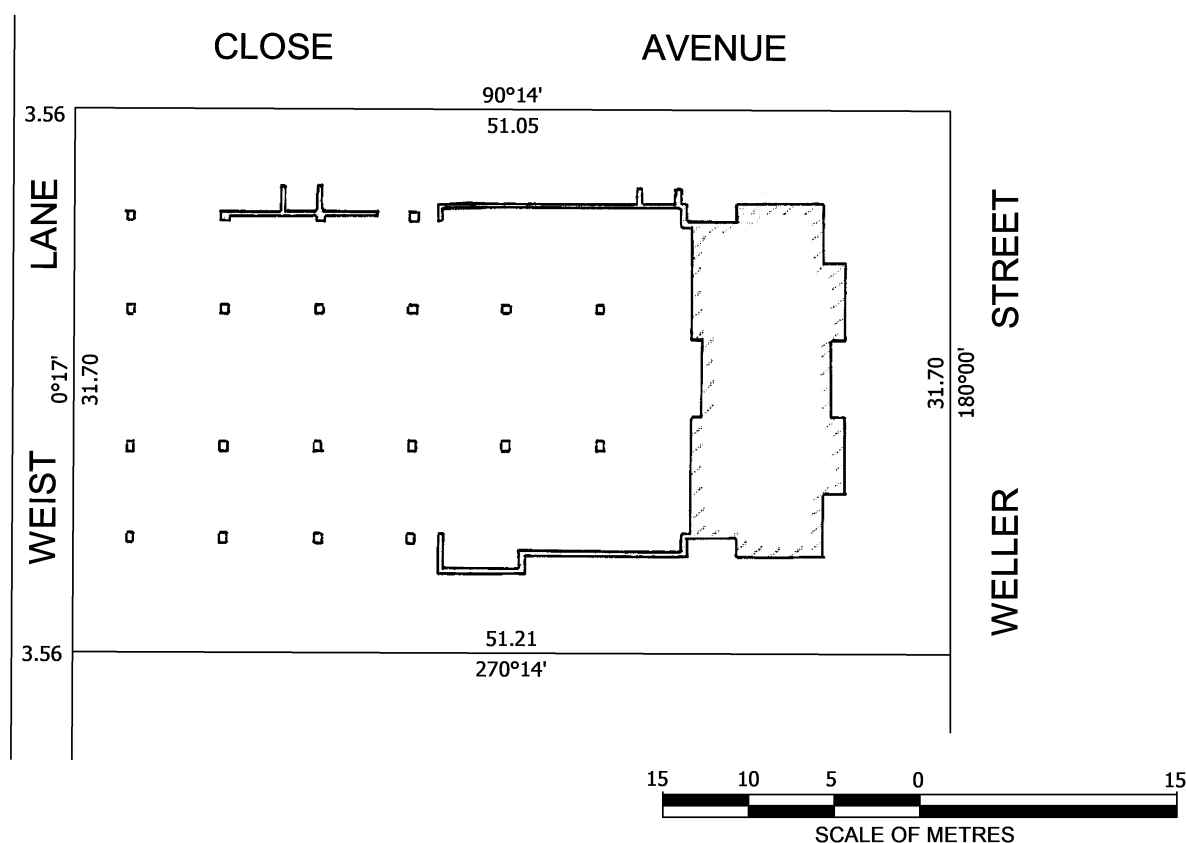


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION
THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

PLAN OF STRATA SUBDIVISION

RP014640

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 38 IS A TWO STOREY BUILDING WITH BASEMENT.
THE RELEVANT STOREY OR BASEMENT OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

THE LOWER BOUNDARY OF LOTS 1, 3 TO 7, 9 AND 11 TO 14 LIES WITHIN THE FLOOR OF THAT PART OF THE GROUND STOREY OF THE RELEVANT LOT, EXCEPT AS TO THAT PART OF LOTS 11 AND 14 MARKED 'A' WHERE THE LOWER BOUNDARY IS THE FLOOR OF THAT PART OF THE TOPMOST STOREY.

THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE TOPMOST STOREY.

THE LOWER BOUNDARY OF LOTS 2, 8, 10 AND 15 TO 38 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OR BASEMENT OF THE LOT.

THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY OR BASEMENT, EXCEPT AS TO THAT PART OF LOTS 2, 8, 10 AND 15 TO 19 MARKED 'B' WHERE THE UPPER BOUNDARY IS SO MUCH OF A PLANE WITHIN WHICH LIES THE CEILING OF THE RELEVANT STOREY.

TABLE

LOT	RELEVANT STOREY
LOTS 20 TO 38	BASEMENT
LOTS 1 TO 15	GROUND STOREY
LOTS 1, 3 TO 7, 9 & 11 TO 19	TOPMOST STOREY

LOTS 20 TO 38 ARE ACCESSORY LOTS.

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

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1
LOTS 1 TO 19

COLUMN 2
LOTS 20 TO 38

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

PLAN OF STRATA SUBDIVISION

RP014640

DIAGRAM 1
BASEMENT

CLOSE

AVENUE

LANE

WEIST

STREET

WELLER

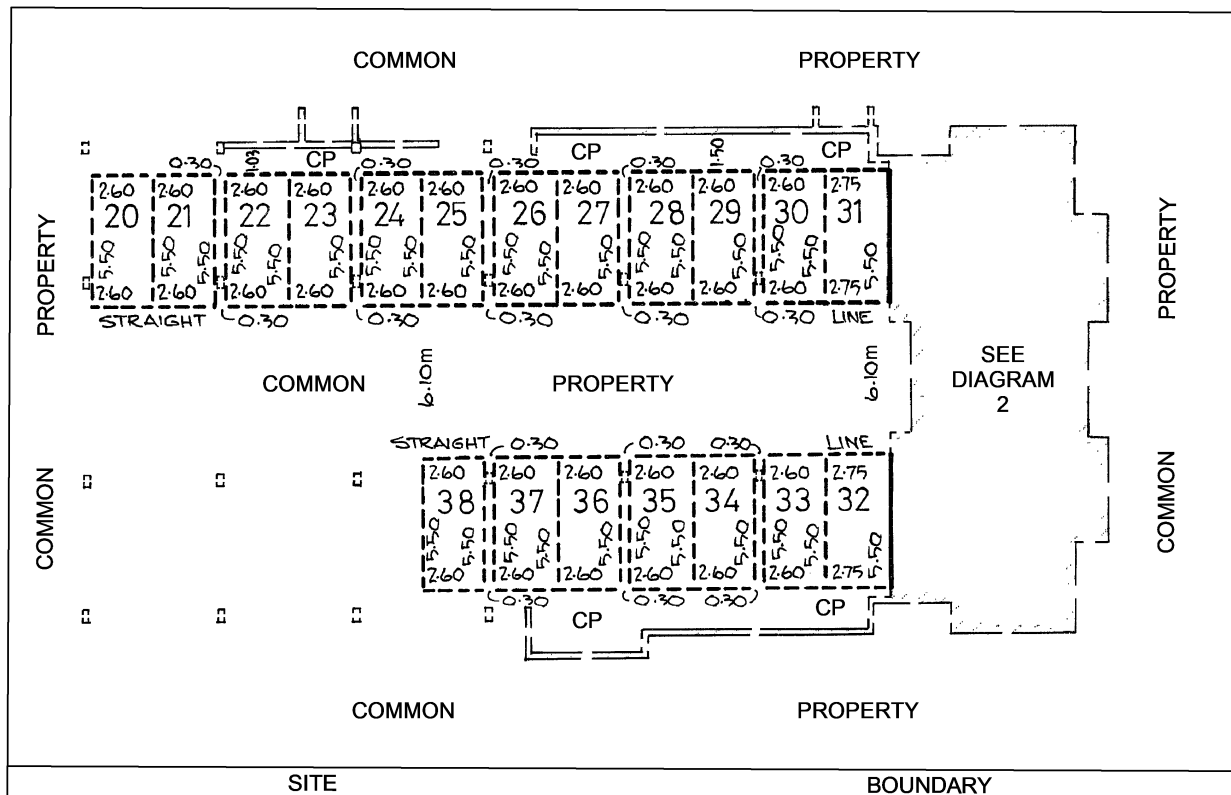
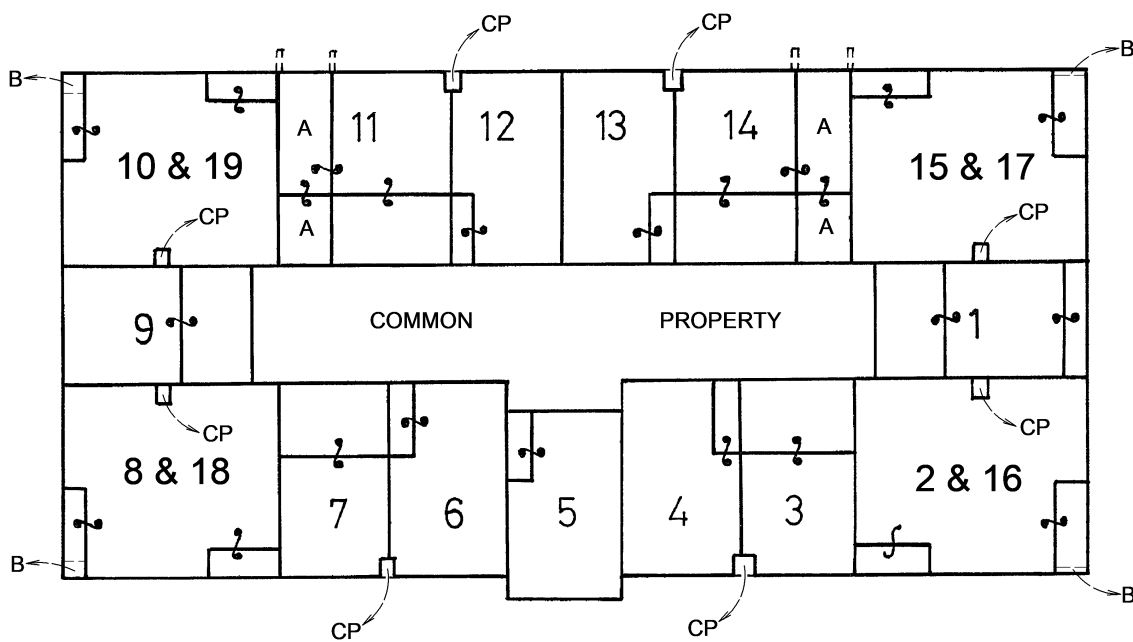


DIAGRAM 2
GROUND LEVEL, GROUND & TOPMOST STOREYS



[illegible]

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 25 September 2025 01:57 PM

PROPERTY DETAILS

Address: **13/9-11 WELLER STREET DANDENONG 3175**
Lot and Plan Number: **Lot 13 RP14640**
Standard Parcel Identifier (SPI): **13\RP14640**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **371435**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 91A B4**

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

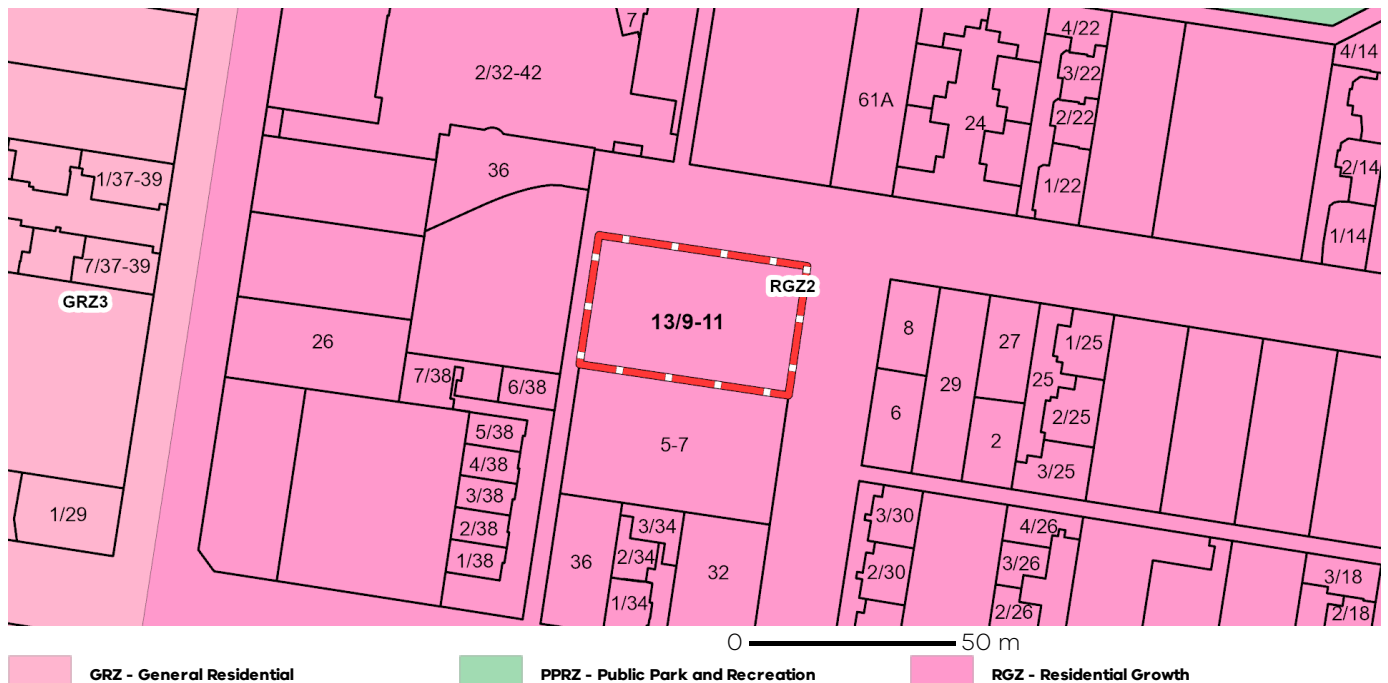
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **DANDENONG**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority
Fire Authority

[View location in VicPlan](#)

Planning Zones

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

[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)



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

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Read the full disclaimer at <https://www.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).

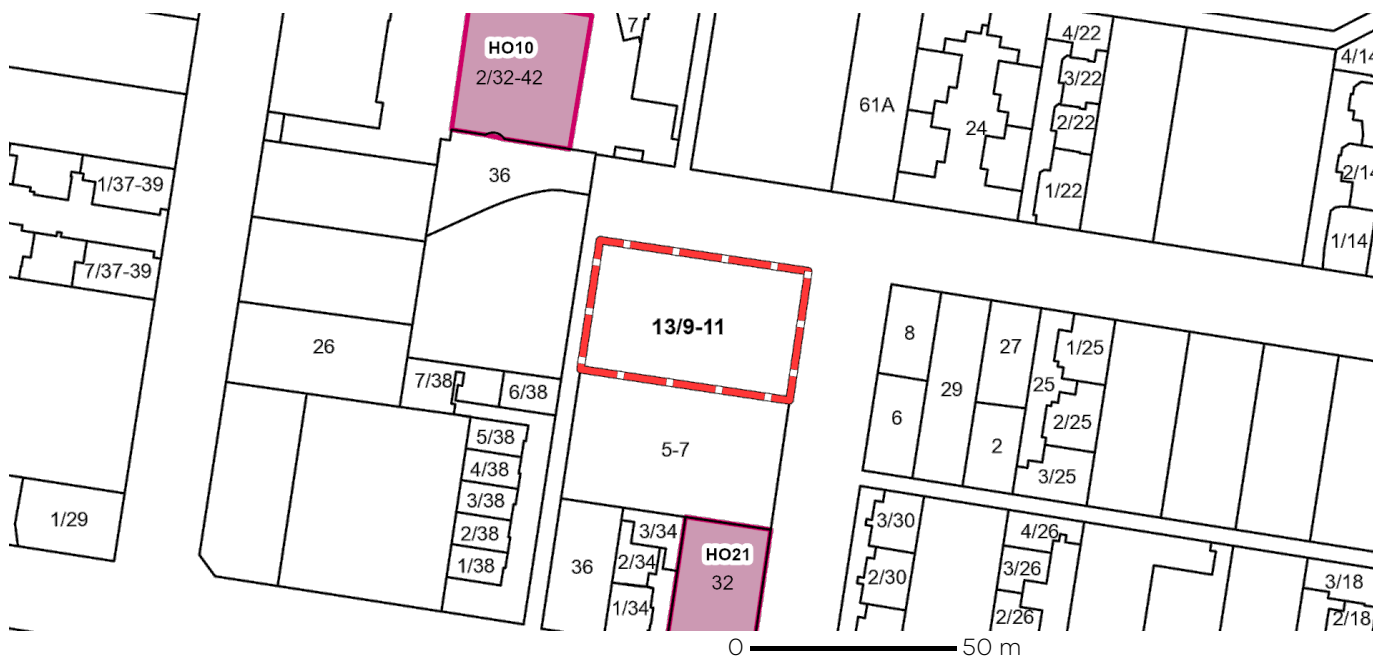
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 25 September 2025.

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.vic.gov.au/vicplan/>

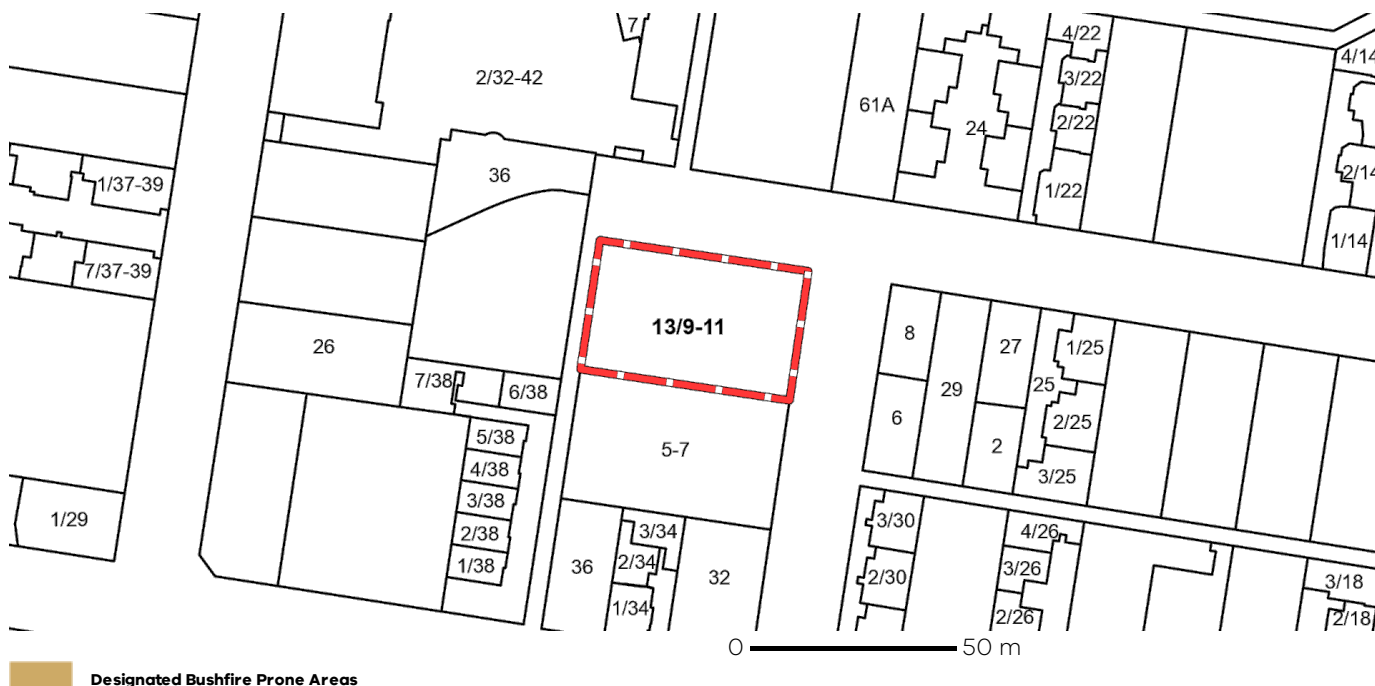
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)



ABN 41 205 538 060

Valuation and Rates Notice

1 July 2025 to 30 June 2026

Issue Date - 25 July 2025

Property Number: 371435



031-3175 (8824)

Tomislav Rikanovic
13/9-11 Weller Street
DANDENONG VIC 3175



Payble™

Scan to Pay

Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

You can also pay online at pay.greaterdandenong.vic.gov.au



Council Charges

\$707.95



State Government Charges

\$280.80



Total New Charges

\$988.75

Total New Charges does not include arrears, credits, payments, adjustments or rebates.

Rates and Charges at your property – 1 July 2025 – 30 June 2026

Property Number 371435

13/9-11 Weller Street
DANDENONG VIC 3175
Lot 13 RP 14640 Vol 9365 Fol 557
Property Owners - Tomislav Rikanovic

Property Valuations – Valuation Date 1 January 2025 – Valuation first used 1 July 2025

Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	\$265,000
Site Value - (the Site Value is included in the CIV)	\$80,000
Net Annual Value	\$13,250
AVPCC (Property Type) 125 - Strata Unit / Flat	

Rate - 2025/2026

General Rate	(\$265,000 x 0.0015319951)	\$405.95
--------------	----------------------------	----------

Waste Charges

Garbage - Option F - Shared Bins - 240	(1 x \$302.00)	\$302.00
State Government Waste Levy	(1 x \$99.00)	\$99.00

State Government Emergency Services Volunteers Fund Levy

Emergency Service Volunteer Fund Residential Fixed	(1 x \$136.00)	\$136.00
Emergency Service Volunteer Fund Resident Variable	(265,000 x 0.000173)	\$45.80

Total amount due

\$988.75

Payment options

Credit Card Surcharge: A credit card surcharge may be applied for any payment made by Visa, Mastercard

To qualify for one of the instalment options, **you must pay the correct amount of the first instalment by 30 September 2025.**

To pay in weekly, fortnightly or monthly instalments, scan the QR code to the right.

Late Payments

Payments made after the due by date may be charged interest at the rate of 10.0% p.a. Please see page 4 for detailed information about late penalties.

Pre-payment

by 30 September 2025

\$988.75

Four instalments

30 September 2025	\$247.19
30 November 2025	\$247.19
28 February 2026	\$247.19
31 May 2026	\$247.18

For more instalment options, scan the QR code below

Scan to pay

Pay in full or choose smaller instalments that suits your budget

Scan the QR or you can also pay online at pay.greaterdandenong.vic.gov.au



New

- Helpful reminders.
- Pay by card or bank.
- Flexible Direct Debit.
- No extra fees.

Powered by  Payble






First Instalment \$247.19



*321 37143500000009

Full Payment \$988.75



*321 37143500000009

Payment methods

Online (card or bank)

Visit: pay.greaterdandenong.vic.gov.au

Reference: 9697 050

Visa, MasterCard and bank account payments accepted. Online payments are via BPOINT.

BPAY

Billcode: 8987

Reference: 9697 050



Post BILLPAY

Billcode: 0321

Reference: 3714 3500 0000 09

Pay in person at any post office.



Post
Billpay



You can also pay at our Customer Service Centres in person at **Dandenong:** 225 Lonsdale Street, **Springvale:** 5 Hillcrest Grove, **Keysborough:** Parkmore Shopping Centre or mail a cheque to PO BOX 200 Dandenong VIC 3175.

Having trouble paying?

Council recognises our ratepayers may experience financial difficulty at times. Everyone's circumstances are different and financial difficulties can impact people in different ways.

Special payment plans

If you are having difficulty making or maintaining your rates payments by the due date, Council may be able to offer you a payment plan to assist with getting back on track with your repayments. We'll also suspend further debt collection activity while you are actively engaged in a special payment plan. To apply for a payment plan visit: greaterdandenong.vic.gov.au/rates-assistance

Financial hardship agreements

Ratepayers who are experiencing extreme financial difficulties and are struggling to pay their Council rates and charges, may qualify for assistance under Council's Hardship Policy.

Council's Hardship Policy allows rate payers to apply for rate deferral arrangements, or in some cases, part rates waivers. To apply for hardship visit greaterdandenong.vic.gov.au/rates-assistance.

If you require assistance, please contact our Customer Service Staff on (03) 8571 1000.

For more information and application forms visit greaterdandenong.vic.gov.au



8571 1000

How rates are calculated



Council charges

Your property rates are calculated by multiplying the Capital Improved Value (CIV) of your property by the rate in the dollar. The CIV is reassessed annually by the Valuer General, with the most recent valuation determined as of 1 January 2025.

The rate in the dollar is calculated by dividing the income required from rates with the total value of all rateable properties in the City of Greater Dandenong. This rate varies depending on the property type – such as residential, commercial, industrial, farmland, or vacant land.

In addition to general rates, your notice may include other charges or adjustments specific to your property. These could include the Keysborough South Maintenance Levy, overdue rates, or credits such as pension rebates.

Waste charges are separate from general rates and help fund kerbside collection services, including garbage, recycling, green organics, hard waste, and green waste disposal. They also cover the cost of maintaining rubbish bins in public areas like parks and streets. Waste charges are excluded from rate capping.

To explore how your rates and charges are calculated and how the funds are used, visit greaterdandenong.vic.gov.au/understanding-rates.



State Government Charges

The Emergency Services & Volunteers Fund (ESVF) is a levy amount set by the State Government and collected by Council. This levy is passed on to the State Government to fund emergency service organisations such as fire services and the state emergency services.

Please refer to www.sro.vic.gov.au/esvf or call The ESVF Support Line on **1300 819 033** for further information about this State Government levy.

Waste charges also include the State Government Waste Levy, which Council must pay when disposing waste in landfill.

State Government charges are excluded from rate capping.

Rating differentials

All rating differentials adopted by Council for 2025/2026 are shown for comparative purposes only. Refer to the page one of this notice for the amount that you are being charged. The rates shown are based on the same rateable valuation.

Property Number: 371435

Differential Rates Type	Rate in \$	Rate amount \$
General Rate	0.0015319951	\$405.95
Commercial Rate	0.0025277919	\$669.85
Industrial Rate	0.0032171897	\$852.55
Farm Rate	0.0011489963	\$304.45
Vacant Res. Land	0.0022979926	\$608.95

Customer Service Centres

The council's customer service centres are located at:

Dandenong Civic Centre	225 Lonsdale Street
Springvale Community Hub	5 Hillcrest Grove
Keysborough	Parkmore Shopping Centre

Payment of rates

Four instalments:

Rates and charges for the 2025/2026 rating year are to be paid in four instalments as shown on the first page of this notice. The first instalment is due by the 30 September 2025.

Reminder notices will be sent for the 2nd, 3rd and 4th instalments.

If you wish to pre-pay the instalments shown on this Notice, please pay by 30 September 2025.

Flexible payments:

Flexible payments are available via Payble and are setup by the property owner on their personal device by scanning the QR code on the front page of this notice or visit: pay.greaterdandenong.vic.gov.au

Flexible payments with Payble will send you SMS reminders and allow you to pay your rates via direct debit from a nominated bank account or credit card.

Penalties for failing to pay

If you are late paying your rates, you will be charged interest. The interest rate is set by the State Government Penalty Interest Rates Act 1983 (Section 2) at 10.0% pa. Any arrears shown on the front of this notice are included in the first instalment and are payable immediately. Interest will not be charged on those on a Flexible payment with Payble, or approved payment plan with Council. Defaults on these payments may result in interest being accrued. Council may recover any outstanding amounts plus interest in a Magistrates Court by suing for debt. If the rates and charges levied by this notice are unpaid, the rates and charges and any costs awarded are a first charge on your land.

Council will not be held responsible for delays in Postal Services or Bank Transfers.

Allocation of payments

Whenever you make a payment the money is allocated in the following order as applicable:

1. Legal Costs
2. Penalty interest charges
3. Overdue rates and charges
4. Current rates and charges

Penalty interest on any arrears of rates and charges may continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

Have your next notice sent via email.


greaterdandenong.ezybill.com.au



Right of Objection to rates, valuations and charges

Objection to the value of any land, rate amount or classification may be lodged as a written objection. This must be done within two months from the date of this notice. The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. Regardless of any objection to the valuation, the rates must be paid as assessed by the due date, otherwise interest will be charged. Any overpayment that may occur will be refunded.

How to object to your valuation

The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. Please visit ratingvaluationobjections.vic.gov.au and complete the online form to lodge an appeal.

How to object to a rate or charge

Please contact Council to discuss the matter, alternatively: A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the Local Government Act 1989. Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or
- that the rate or charge assessed was calculated incorrectly; or
- that the person rates is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be under the Valuation of Land Act 1960 (as amended).

Change of ownership or address

It is the responsibility of the owner of a property to notify Council of changes of address, ownership or occupancy within 30 days of the change taking effect. You can do so completing the online form at forms.greaterdandenong.vic.gov.au/rates-and-charges-change-of-name-and-mailing-address or in writing to Council. When ownership of a property changes, liability for payment of rates and charges becomes that of the new owners.

Pensioner rate rebate

If you are the holder of a Pensioner Concession Card or DVA Gold Card then you may be eligible for a rebate on your rates. For those persons still eligible, the amount of the concession is already shown on this notice. (Health Care Cards are not eligible).

State Government Emergency Services & Volunteers Fund

The Emergency Services & Volunteers Fund (ESVF) has been introduced by the Victorian Government to replace the Fire Services Property Levy. Under the

new Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025, Council must collect the ESVF on behalf of the Victorian Government.

Each property is allocated an Australian Valuation Property Classification Code (AVPCC) by the Valuer General Victoria which is used to determine land use classification for the ESVF.

Please refer to www.sro.vic.gov.au/esvf or call The ESVF Support Line on 1300 819 033 for further information about this State Government levy.

Notice of valuation

1. Notice is hereby given that the property described herein, owned and occupied by you has been valued as at 1 January, 2025, as set out herein.
2. The Valuations shown may be used by other Rating Authorities for the purpose of rate or tax.
3. Supplementary Rate – if an amendment is made to the valuation to include any changes to the property, additional rates could be payable, and a supplementary rate notice will be given.

Personal information

Personal Information collected and held by Greater Dandenong City Council is used for municipal purposes as specified in the Local Government Act 1989 and the Local Government Act 2020. Your personal information is held securely and used solely for the purpose it is collected for or directly related purposes. It will not be disclosed to any external party without your written consent, unless required or authorised by law. If you wish to access or amend your personal information, or if you believe your personal information has been breached please contact Council's Information Privacy Officer on 8571 1000. A copy of Council's Privacy and Personal Information Policy is available on Council's website at: greaterdandenong.vic.gov.au

State government rate capping

Council has complied with the Victorian Government's rates cap of 3 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Rate Notice Requests

Any requests for rate notices may be charged at a cost of \$11.80 per notice issued. To apply for a previous years rate notice, please visit mygreaterdandenong.com 'Submit an Application' or contact our Customer Service Team.



If you need assistance in your language please contact us through the TIS interpreting service 13 14 50.



TTY: 133 677 Speak and listen: 1300 555 727
Online: relayservice.gov.au

Albanian	Nëse keni nevojë për ndihmë në gjuhën tuaj ju lutemi na kontaktoni përmes TIS shërbimit të përkthimit në 13 14 50.	Hazaragi	اگر شمو نیاز به کمک به زبان خود تان دارید، لطفاً از طریق خدمات ترجمانی TIS به شماره 13 14 50 با ما تماس بگیرید.
Arabic	إذا كنت بحاجة إلى مساعدة بلغتك، فيرجى الاتصال بنا من خلال خدمة الترجمة TIS 13 14 50.	Khmer	បើលោកអ្នកត្រូវការជំនួយជាភាសាបស់លោកអ្នក សូមទាក់ទងយើងខ្ញុំតាមរយៈសេវាបកប្រែភាសា TIS លេខ 13 14 50 ។
Chinese Simplified	如果需要中文协助，您可以拨打电话 13 14 50，通过 TIS 口译服务与我们联系。	Serbian	Ako vam je potrebna pomoć na vašem jeziku, kontaktirajte nas preko TIS prevodilačke službe na 13 14 50.
Dari	اگر شما به زبان خودتان به کمک ضرورت دارید، لطفاً از طریق خدمات ترجمان شفاهی TIS به شماره 13 14 50 با ما تماس بگیرید.	Turkish	Kendi dilinizde yardıma ihtiyacınız varsa lütfen 13 14 50 numaralı telefondan TIS sözlü çeviri hizmetlerini arayarak bizimle iletişim kurun.
Greek	Αν χρειάζεστε βοήθεια στη γλώσσα σας επικοινωνήστε μαζί μας μέσω της υπηρεσίας διερμηνείας TIS στον αριθμό 13 14 50.	Vietnamese	Nếu cần được trợ giúp bằng ngôn ngữ của mình, xin quý vị liên lạc với chúng tôi qua dịch vụ thông dịch TIS 13 14 50.



Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658

Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm

Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812

Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

TOMISLAV RIKANOVIC
9-11 WELLER ST
DANDENONG VIC 3175

Account number:	33353749
Direct debit date:	10 September 2025
Current charges	Total due
+ \$268.10	\$268.10

Last bill	Payments received	Balance
\$263.30	— \$263.30cr =	\$0.00

Your account breakdown

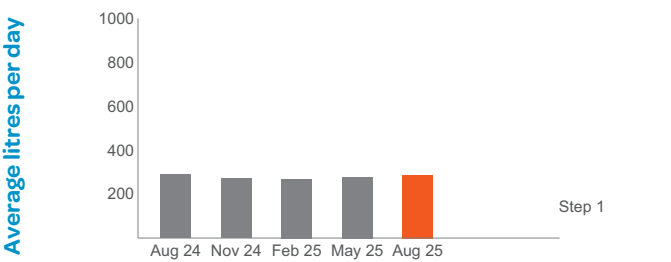
Issue date	22 August 2025
Property	Flat 13 9 Weller Street DANDENONG VIC 3175
Property reference	47K//09494/17
Last bill	\$263.30
Payment received	\$263.30cr
Balance brought forward	\$0.00
Our charges (no GST)	\$214.44
Other authorities' charges (no GST)	\$53.70
Total due	\$268.10

Bill note:
This bill's been estimated as we couldn't access your water meter. To ensure your bill is accurate simply send a photo of your water meter reading to support@sew.com.au
The total due will be debited from your nominated account. Thanks for using direct debit.
We're moving to Westpac for all direct debit and credit card payments from September 2025. Your direct debit will be processed as normal. View details and T&Cs at southeastwater.com.au/dd

Your snapshot

Average daily water use	287 litres
Average daily cost	\$2.35

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	287	144	96	72	57
Meeting Target 150?	x	✓	✓	✓	✓

Payment options

- DD Direct debit**
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 1003 3353 7400 004
- Credit card**
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 33353749
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 1003 3353 7400 004
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.
- Centrepay**
Go to servicesaustralia.gov.au/centrepay for more information.
Reference number: 555 050 397J

Property ref: 47K//09494/17
FLAT 13 9 WELLER STREET
DANDENONG VIC 3175



*361 100333537400004

PN47K

Total due:	\$268.10
Account number:	33353749
Date paid:	
Receipt number:	

Our charges

Meter reading details

Date read: 08/08/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SAFA053161	3121	3096	25	E

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **07 November 2025**.

Water usage (water and sewage)

For period 13/05/25 to 30/06/25* (49 days)

Step 1 14.08 kl @ \$3.6156 per kl = **\$50.91**

Water usage (water and sewage)

For period 01/07/25 to 08/08/25* (38 days)

Step 1 10.92 kl @ \$3.7685 per kl = **\$41.15**

Total usage charges **\$92.06**

Steps are calculated on a daily average up to 440 litres

* Your metered water volume has been divided on a pro rata basis between days in the billing periods shown above.

Service charges

For period 01/07/25 to 30/09/25

Water service charge **\$21.97**

Sewerage service charge **\$100.41**

Total service charges **\$122.38**

Our charges **\$214.44**

Other authorities' charges

Parks 01/07/25 to 30/09/25 **Charge \$22.45**

Waterways and Drainage charge 01/07/25 to 30/09/25 **\$31.25**

Total other authorities **\$53.70**

Total current charges **\$268.10**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see southeastwater.com.au/charges2025

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/07/25 to 30/09/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/07/25 to 30/09/25**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at my.southeastwater.com.au. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Important note:

Prices have changed as of 1 July 2025. See what your bill pays for at southeastwater.com.au/2526prices

Delivering for you

142 billion litres of drinking water delivered,
148 billion litres of sewage removed.

See what else your bill pays for at
southeastwater.com.au/resprices26



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia

Your prices and services in 2025–26



Delivering for you in 2025–26

We work around the clock to deliver you a reliable service. Whether you see us in your street, reach out for support, or rely on us every day – we're always there.

In 2025–26, the price we pay to deliver that service will increase. This means there'll be changes to the price you pay for water and sewerage services. This is due to:

- a flow on effect from CPI increases. CPI is a measure of inflation based on the change in prices of goods and services
- some higher costs passed onto us for sewage treatment
- costs associated with producing 50 billion litres of desalinated water to support our growing population and drying conditions.

Increases to your bill

The average quarterly bill will rise by **\$7.51** for owner-occupiers, **\$5.76** for tenants, and **\$9.50** for small businesses. Trade waste charges will increase in line with inflation.

Other authorities' charges

The parks charge will increase by **66 cents** per quarter for residential owner-occupiers and business customers. The waterways and drainage charge will rise by **73 cents** per quarter for residential customers and a minimum of **\$1.10** per quarter for businesses.

*average bill based on annual water use of 150,000 litres (or 150 kilolitres).



Where does my money go?

Each year your bill goes towards:



In your community

A lot of what we do is behind the scenes. We deliver for today while planning and innovating so our growing population can continue to rely on our services into the future.

We're in the community 24/7. This is a snippet of what we typically deliver in a year:

27,744

kms of water, recycled water and sewer pipes managed[#]

142

billion litres of drinking water supplied[#]

148

billion litres of sewage managed[#]

352,600

queries answered for our customers through our contact centre

22,111

litres of free drinking water used from our hydration stations at 48 community events

724

million litres of water leaks saved for customers through digital meters

9.7

kms of water pipes upgraded

211,500

payment support options taken up by our customers

[#]Delivered in 2023-24.

Find out more at southeastwater.com.au/projects



Help to pay your bill

We know even a small price increase can have an effect. If you need help to pay your water bill, let us know.

For your residential account:

 Sign in or register at **my.southeastwater.com.au**. If you haven't registered yet you'll need your account number handy.

 Call **13 18 51**

 More information at **southeastwater.com.au/support**



For your business account:

 Call **13 18 51**

Are you missing urgent alerts?



Every day we're maintaining and upgrading our network to keep your water and sewage flowing. So, there might be times when it's important for us to contact you quickly about supply interruptions.

To update your contact details sign in at **my.southeastwater.com.au**. If you're not already registered, you'll need your account number handy.



How to get in touch

Report a leak or check water interruptions
mysupport.southeastwater.com.au/LIVE

Faults and emergencies 13 28 12 (24hrs)

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 13 18 51)

Follow us on social for updates



southeastwater.com.au

**Healthy Water.
For Life.**

Need an interpreter?



إذا كنت تحتاج لمترجم، اتصل بالرقم 03 9209 0130

如需口译服务，敬请拨打：03 9209 0130

如需口译服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully

VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line.

Direct Telephone (03) 8531 8100

Direct Email : certificates@smartercommunities.com.au

Issued on behalf of Owners Corporation Plan Number RP14640
by its manager, Victoria Body Corporate Services Pty Ltd.

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 11)

Owners Corporation 9-11 WELLER STREET
 9-11 Weller Street Dandenong 3175

Plan Number: RP 14640

Vendor T Rikanovic

Reference

This certificate is issued for Lot 32 on Plan Number RP 14640 Lot Liability 5.00 Lot Entitlement 5.0000
 the postal address of which is: 13/9-11 Weller Street, Dandenong 3175

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
01/10/24 to 31/03/25	33.47	01/10/24	04/09/24	30/08/24
01/04/25 to 30/09/25	33.47	01/04/25	10/03/25	17/02/25
01/10/25****31/03/26	36.81	01/10/25	01/09/25	21/08/25
01/04/26****30/09/26	36.81	01/04/26		

Regulation 16(b)

The Administration Fund fees are paid up until 31/03/26
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees
 (Credit shown with -)

Nil

2 The current fees for Maintenance Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Regulation 16(b)

The Maintenance Fund fees are paid up until
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees
 (Credit shown with -)

Nil

3 Regulation 11(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing
Purpose

Fund

Amount Due Date Amount Unpaid

Interest Rate: 10.00

Interest to Certificate Date: Nil

Daily Interest Accruing:

Nil

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 32

On

Plan Number

RP 14640

1 to 5 Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)

Nil

6 Section 151(4)(a)(v) Regulation 11(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Nil

7 Section 151(4)(a)(iv) Regulation 11(f)

The owners corporation has the following insurance cover:

INSURANCE DETAILS
9-11 WELLER STREET

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING AXIS	p-022142 BODY CORPORATE BROKERS	8,768,610.00	12/04/26	23/04/25	11,955.83
CONTENTS AXIS	p-022142 BODY CORPORATE BROKERS	87,686.00	12/04/26	23/04/25	
PUBLIC LIABILITY AXIS	p-022142 BODY CORPORATE BROKERS	20,000,000.00	12/04/26	23/04/25	
OFFICE BEARER AXIS	p-022142 BODY CORPORATE BROKERS	2,000,000.00	12/04/26	23/04/25	
VOLUNTARY WORKERS AXIS	p-022142 BODY CORPORATE BROKERS	200,000.00	12/04/26	23/04/25	
FIDELITY GUARANTEE AXIS	p-022142 BODY CORPORATE BROKERS	100,000.00	12/04/26	23/04/25	
LOT OWNERS FIXTURES AXIS	p-022142 BODY CORPORATE BROKERS	300,000.00	12/04/26	23/04/25	
GOVERNMENT AUDIT AXIS	p-022142 BODY CORPORATE BROKERS	25,000.00	12/04/26	23/04/25	
APPEAL EXPENSES WHS AXIS	p-022142 BODY CORPORATE BROKERS	100,000.00	12/04/26	23/04/25	
LEGAL DEFENCE AXIS	p-022142 BODY CORPORATE BROKERS	50,000.00	12/04/26	23/04/25	
FLOATING BOARDS AXIS	p-022142 BODY CORPORATE BROKERS	Included	12/04/26	23/04/25	
LOSS RENT/TEMP ACCOM AXIS	p-022142 BODY CORPORATE BROKERS	1,315,292.00	12/04/26	23/04/25	

8 Section 151(4)(a)(v) Regulation 11(g)

The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

have not

9 Section 151(4)(a)(vi) Regulation 11(h)

Total funds held by owners corporation (including any investment accounts): \$43,455.46

10 Section 151(4)(a)(vii) Regulation 11(i)

The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

SPECIAL LEVIES MAY BE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 32

On

Plan Number

RP 14640

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 30/09/26 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

REPAIR/REPLACEMENT OF CLOTHES LINES:

IT WAS DISCUSSED THAT THE CLOTHES LINES REQUIRE REPLACEMENT/REPAIR.

IT WAS RESOLVED THAT THE MANAGER WILL OBTAIN TWO QUOTES TO REPAIR/REPLACE THE LAUNDRY LINES LOCATED AT THE LEFT REAR OF PROPERTY.

REPAIR OF FENCE AT LEFT REAR OF PROPERTY:

IT WAS DISCUSSED THAT THE FENCE AT THE REAR LEFT OF THE PROPERTY REQUIRES REPAIR.

IT WAS RESOLVED THAT THE MANAGER WILL OBTAIN 2 QUOTES TO HAVE THE FENCE REPAIRED.

REPAIR OF INSIDE STAIRCASES AND DOOR FRAMES:

IT WAS DISCUSSED THAT THE STAIRCASES AND SEVERAL DOOR FRAMES REQUIRE REPAIR.

IT WAS RESOLVED THAT THE MANAGER WILL OBTAIN QUOTES TO REPAIR THE STAIRS INCLUDING THE PAINTING OF THEM. ADDITIONALLY, THE DOOR FRAMES WILL BE QUOTED UPON TO REPAIR.

REMOVAL OF THE TWO REDUNDANT POST BOX STRUCTURES:

IT WAS DISCUSSED TO REMOVE THE TWO REDUNDANT POST OFFICE STRUCTURES THAT ARE LOCATED WITHIN THE PROPERTY.

IT WAS RESOLVED THAT THE MANAGER OBTAIN TWO QUOTES TO HAVE THESE REMOVED.

A BALLOT WAS SENT ON THE 13TH DECEMBER TO ALL OWNERS REGARDING ROOF REPLACEMENT - OUTCOME IS OUTLINED BELOW

WE REFER TO THE BALLOT SENT ON 13TH OF DECEMBER 2024 WHICH CLOSED ON 13TH OF JANUARY 2025 IN RELATION TO THE ROOF REPLACEMENT QUOTE:

WE NOTE THAT ACCORDING TO THE LETTER FROM VBCS DATED 15TH JANUARY 2025 THIS MOTION WAS PASSED AS AN INTERIM SPECIAL RESOLUTION. SPECIAL RESOLUTION -THE MOTION UNDER CONSIDERATION WAS:

SPECIAL RESOLUTION :“THE MEMBERS OF THE OWNERS CORPORATION RESOLVE BY SPECIAL RESOLUTION TO APPROVE THE COMMON ROOF REPLACEMENT BY?LOAN OF \$260,000.00 THROUGH LANNOCK STRATA FINANCE, TO CONTRIBUTE THE REPAYMENT OF THE LOAN AS AT WHEN DUE, AND TO APPOINT ROOFLINE PTY LTD AS CONTRACTOR FOR THE ROOF WORK.”

AS NO OBJECTION WAS RECEIVED AT THE END OF THE INTERIM PERIOD OF 28 DAYS, THE SPECIAL RESOLUTION HAS NOW PASSED AS A SPECIAL RESOLUTION OF THE OWNERS CORPORATION.

AS OF 26 FEB 2025 THE BELOW RESOLUTIONS WERE PASSED AT THE AGM

THAT IN ACCORDANCE WITH SECTION 24 OF THE OWNERS CORPORATIONS ACT 2006, THE OWNERS CORPORATION LEVY SPECIAL FEES AND CHARGES, PAYABLE 28 DAYS AFTER THE ISSUE DATE, TO COVER EXTRAORDINARY ITEMS OF EXPENDITURE AS FOLLOWS:

SPECIAL LEVY REASON: LOAN REPAYMENTS

SPECIAL LEVY AMOUNT: \$40,000.00

22. ACKNOWLEDGEMENT OF LOAN DOCUMENT AND EXECUTION OF LOAN CONTRACT

MEMBERS OF THE OWNERS CORPORATION TO ACKNOWLEDGE THE LOAN FACILITY BY LANNOCK STRATA FINANCE

AND THE EXECUTION OF THE LOAN CONTRACT .

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 32

On

Plan Number

RP 14640

EXPLANATORY NOTES:

1. MEMBERS OF THE OWNERS CORPORATION ACKNOWLEDGE THE SPECIAL RESOLUTION HAS PASSED BY BALLOT ON THE 11TH FEBRUARY 2025 AND THE FOLLOWING RESOLUTIONS TO BE MADE TO EXECUTE THE LOAN CONTRACT AND ACKNOWLEDGE THE FOLLOWING PARTICULARS OF THE LOAN.

ORDINARY RESOLUTION

THAT THE LOAN CONTRACT AND ASSOCIATED DRAWDOWN INSTRUCTION CAN BE SIGNED BY ANY TWO LOT

OWNERS OF SEPARATE LOTS AND IN ACCORDANCE WITH SECTION 10(3) OF THE OWNERS CORPORATIONS

ACT 2006 (VIC).

ORDINARY RESOLUTION

THAT THE OWNERS CORPORATIONS ACKNOWLEDGES THE FOLLOWING THINGS:

1. A COPY OF THE PROPOSED LOAN CONTRACT, THE TERMS AND CONDITIONS, THE INFORMATION MEMORANDUM AND A PRESCRIBED NOTICE, WAS TABLED AT THE MEETING;
2. THE MAXIMUM AMOUNT OF CREDIT AVAILABLE UNDER THE LOAN CONTRACT IS \$260,000.00 OR SUCH INCREASED AMOUNT AS APPROVED BY A SUBSEQUENT GENERAL MEETING;
3. MEMBERS OF THE OWNERS CORPORATIONS HAS THE AUTHORITY TO APPROVE THE RAISING OF ADDITIONAL LEVIES TO ENSURE THE OWNERS CORPORATION CAN PERFORM ITS OBLIGATIONS IN RELATION TO EACH ADVANCE UNDER THE LOAN CONTRACT;
4. THE OWNERS CORPORATIONS ACKNOWLEDGES THAT IT HAS SOUGHT SUCH ADVICE (INCLUDING LEGAL ADVICE) AS IT BELIEVES APPROPRIATE PRIOR TO ENTERING INTO THE LOAN CONTRACT.

IT WAS RESOLVED THAT THE LOAN REPAYMENT WILL BE INCLUDED IN ANNUAL BUDGET OF THE OWNERS CORPORATION

AS OF 29TH MAY 2025 WORKS HAVE NOT COMMENCED AND LOAN NOT DRAWN DOWN UPON.

- 11 Section 151(4)(a)(viii) Regulation 11(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:
FOR CONTRACTS REFER BELOW.

VBCS MANAGEMENT AGREEMENT
LIMPIA

- 12 Section 151(4)(a)(ix) Regulation 11(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:
Nil

- 13 Section 151(4)(a)(x) Regulation 11(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:
Nil

- 14 Section 151(4)(a)(xi) Regulation 11(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:
Nil

- 15 Section 151(4)(a)(xii) Regulation 11(n)
The owners corporation has resolved to appoint a manager, being:
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email:

- 16 Section 151(4)(a)(xiii) Regulation 11(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 32

On

Plan Number

RP 14640

- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:
Nil
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters
FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

Dated: 08/10/2025

Owners Corporation Manager
Jared Jones

Plan of Subdivision No. RP14640

ABN 42 521 525 906

STATEMENT

Transfer Date:
06/08/24

T Rikanovic
UNIT 13
9-11 WELLER STREET
DANDENONG VIC 3175

Linked

Statement Period			
01 Oct 24 to 08 Oct 25			
A/c No	32	Lot No	32
Page Number	1 of 1	Unit No	13

Date	Type	Details	Reference	Debit	Credit	Balance
01/10/24	Admin Fund	Brought forward	I0000507		33.47	-33.47
17/02/25	Admin Fund	01/10/24 To 31/03/25	I0000545	33.47		0.00
10/03/25	Receipt	01/04/25 To 30/09/25	R0000526	33.47		33.47
26/03/25	Additional Admin Fun	Admin Fund	I0000583		33.47	0.00
27/03/25	Receipt	23/04/25	R0000538	6.69		6.69
21/08/25	Admin Fund	Additional Admin Fun	I0000621		6.69	0.00
01/09/25	Receipt	01/10/25 To 31/03/26	R0000594	36.81		36.81
		Admin Fund			36.81	0.00
				\$110.44	\$110.44	Nil
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid
					Nil	

STRATAPAY



Tel: 1300 552 311
Ref: 9753 6791 5

Telephone: Call this number to pay by credit card. International +613 8648 0158



www.stratamax.com.au
Ref: 9753 6791 5

Internet: Visit this website to make a secure credit card payment over the internet.



www.stratapay.com/ddr
Ref: 9753 6791 5

Direct Debit: Make auto payments directly from your nominated bank account or credit card.

VISA



All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.



Bill Code: 96503
Ref: 247245772 1000 0000 329

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.
BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: OCP 14640

9-11 WELLER STREET DANDENONG 3175

LOT/UNIT

Lot 32/ Unit 13

STRATAPAY REFERENCE NO.

9753 6791 5

DUE DATE

9-11 WELLER STREET

MANAGED BY

VBCS PTY LTD

AMOUNT

\$0.00



*496 247245772 10000000329



INTERIM DECISIONS OF ANNUAL GENERAL MEETING

**OWNERS CORPORATION PLAN NO. 14640
AT 9-11 WELLER STREET, DANDENONG, VIC 3175**

**Prepared by: Modupe Ikadeh
Phone: 8531 8100
Email: mikadeh@vbcs.com.au
Date of Meeting: 26 February 2025**

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 14640
Address: 9-11 WELLER STREET, DANDENONG, VIC 3175
Held: Microsoft Teams Video / Phone Conference,
Date: 26 February 2025 at 05:30 PM

PRESENT:

<u>Name</u>	<u>Unit</u>
Anthony Charles Osborne	1
Warwick William Swaine	6
Ashley James Thompson	7
Yusuke Iinuma	10
Siar Tookhi	11
Tomislav Rikanovic	13
Zvonko & Ruzica Celikovic	15

IN ATTENDANCE: Modupe Ikadeh, Victoria Body Corporate Services

Motion 1.	Chairperson for the Meeting	Ordinary Resolution
IT WAS RESOLVED THAT Modupe Ikadeh be appointed to act as the Chairperson of the Meeting.		

Motion 2.	Minutes	Ordinary Resolution
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 30/11/2023 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	Financial Statements & Position	Ordinary Resolution
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 30/09/2024 be adopted.		

Motion 4.	Annual Budget & Contributions	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Proposed Budget for the period 01/10/2024 to 30/09/2025 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows: Administrative Fund: \$55,000.00 Maintenance Fund: \$0.00 Total: \$55,000.00 This Fund is to remain in force until the next Annual General Meeting. FURTHER, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy.		

Motion 5.	Fees Due - Administration Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue Administration Fund fee notices in accordance with the following schedule:						
Administration Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	Current	1 Oct 2024	31 Mar 2025	1 Oct 2024	\$25,000.08	\$6.69344
Already Issued	Current	1 Apr 2025	30 Sep 2025	1 Apr 2025	\$25,000.08	\$6.69344
Total		1 Oct 2024	30 Sep 2025		\$50,000.16	\$13.38688
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Oct 2025	31 Mar 2026	1 Oct 2025	\$27,499.95	\$7.36278
Total		1 Oct 2025	31 Mar 2026		\$27,499.95	\$7.36278
Additional Admin Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Oct 2024	30 Sep 2025	24 Apr 2025	\$5,000.00	\$1.33868

Motion 6.	Additional Administrative Fund Levy	Ordinary Resolution
IT WAS RESOLVED THAT an Additional Administration Levy in the amount of \$5,000.00 to make up the remainder of the resolved budget for the current financial year of the Owners Corporation, payable 28 days after the issue date.		

Motion 7.	Management of Levy Arrears	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following: 1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans; 2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>. Important Note: The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules 3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation; 4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs; 5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings; 6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and 7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.		

Motion 8.	Special Levy	Ordinary Resolution
IT WAS DEFEATED THAT in accordance with section 24 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation levy special fees and charges, payable 28 days after the issue date, to cover extraordinary items of expenditure as follows: Special Levy Reason: Loan Repayments Special Levy Amount: \$40,000.00		

Motion 9.	Appointment of Owners Corporation Manager - Victoria Body Corporate Service Pty Ltd	Ordinary Resolution
IT WAS RESOLVED THAT in accordance with Section 119 of the <i>Owners Corporations Act 2006</i> that: - Victoria Body Corporate Services Pty Ltd be appointed as Owner's Corporation Manager of the Owners Corporation; - The Owners Corporation execute the written agreement to give effect to this appointment and have two members be authorised to sign the agreement on behalf of the Owners Corporation in accordance with Section 20 of the <i>Owners Corporations Act 2006</i>; - The delegation is subject to the conditions and limitations set out in the Agreement; and - That upon execution on the Agreement, the Owners Corporation and the Victoria Body Corporate Services Pty Ltd mutually agrees that this Agreement supersedes and cancels all previous delegations and Agreements between the Owners Corporation and Victoria Body Corporate Services Pty Ltd.		

Motion 10.	Delegation to Manager	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.		

Motion 11.	Confirmation of Insurance	Ordinary Resolution		
IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i> , the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.				
Schedule of Insurance				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
p-022142	AXIS	12 Apr 2025	BUILDING	\$8,351,057.00
			CONTENTS	\$83,511.00
			PUBLIC LIABILITY	\$20,000,000.00
			OFFICE BEARER	\$2,000,000.00
TOTAL PREMIUM: \$10,358.57				

Motion 12.	Renewal of Insurance Policy	Ordinary Resolution
IT WAS RESOLVED THAT the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.		

Motion 13.	Insurance Excess Payment	Ordinary Resolution
IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply: • where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or • where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.		

Motion 14.	Insurance Valuation	Ordinary Resolution
DEFEATED BY SIMPLE MAJORITY THAT the Manager arranges a valuation for the Insurance of the Buildings and Improvements from an independent valuer and forthwith insure the Buildings and Improvements as indicated by such valuation. I WAS FURTHER RESOLVED THAT the Manager will organise quotes for the insurance valuation report and send the quotes to the Committee for review, consideration and instruction		

Motion 15.	Common Property Safety	Ordinary Resolution
DEFEATED BY SIMPLE MAJORITY THAT the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health & Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law. I WAS FURTHER RESOLVED THAT the Manager will organise quotes for the OH&S report and send the quotes to the Committee for review, consideration and instruction		

Motion 16.	Engagement of Contractors	Ordinary Resolution
IT WAS RESOLVED THAT the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.		

Motion 17.	Approved Minor Works	Ordinary Resolution
IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$1,000.00 inclusive of GST without obtaining the prior approval of the Owners Corporation.		

Motion 18.	After Hours Service	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the Manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.		

Item 19.	Committee Report	
There was no Committee Report.		

Motion 20.	Delegation to Committee/Chairperson	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting.		

Item 21.	Complaints	
The Owners Corporation received 1 formal complaint/s in the last financial year.		

Motion 22.	Acknowledgement of Loan Document and Execution of Loan Contract	Ordinary Resolution
IT WAS RESOLVED THAT Members of the Owners Corporation acknowledge the loan facility by Lannock Strata Finance and the execution of the loan contract.		

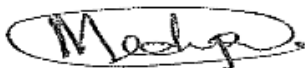
Item 23.	Roofline quote	Ordinary Resolution
Roof Replacement Discussion Tom McClosky from Roofline Pty Ltd attended the meeting, and the following questions and responses were noted: • Independent Consultant: Mr. Tookhl from Lot 11 confirmed with Tom that the Owners Corporation can appoint an independent consultant to inspect each stage of work before payment is approved. • Minimal Disruption: Tom confirmed that roof work will commence with minimal disruption. However, the driveway may need to be cleared on the first day for equipment delivery. Residents will be notified in advance if any changes arise. • Project Timeline: The roof work is expected to take approximately six weeks from the commencement date. • Removal and Replacement of Items: Roofline confirmed that any items removed at the start of the work, such as compressors and antennas, will be reinstated upon completion. • Engineering Work: Initial engineering work is required at an estimated cost of \$6,000. Members resolved to approve this payment. • Window Modifications: Some windows in units directly under the roof may require modifications, and the Owners Corporation will be informed of any associated costs. • Warranty and Lifespan: Roofline advised that the workmanship is guaranteed for up to 10 years, the material warranty extends up to 25 years, and the roof itself could last up to 50 years.		

Motion 24.	Election of Owners Corporation Committee/Chairperson of Owners Corporation	Ordinary Resolution
IT WAS RESOLVED THAT in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that: • The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and • The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee; • The Chairperson of the meeting declares that nominations are closed; • That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set; • That the elected Committee may determine that notice to be given for Committee meeting and is not required to give three (3) days notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and • Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot.		

Motion 25.	Members	
Election of Ordinary Member		
IT WAS RESOLVED THAT the following Members be appointed until the next Annual General Meeting.		
IT WAS FURTHER RESOLVED pursuant to Section 105 of the <i>Owners Corporations Act 2006</i> to appoint Siar Tookhi as Chairperson of the Owners Corporation Committee.		
Name	Unit	Details
Anthony Charles Osborne	1	Committee Member
Warwick William Swaine	6	Committee Member
Siar Tookhi	11	Chairperson
Tomislav Rikanovic	13	Committee Member

Item 26.	General Business	
COMMON AREA UPKEEP: Mr Tookhi addressed the meeting, he advised that the managed should follow up on breach notices issued to members, especially where it pertains to the care of common property. He noted that items identified as rubbish have not been collected. The Manager was requested to revisit this matter and keep the Committee updated.		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 06:48 PM



Modupe Ikadeh
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 26 February 2025

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.
- (1B) The Manager must not pass an interim resolution under subsection (1) that—
 - (a) affects the contract of appointment of the Manager; or
 - (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
 - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.
- (1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).
- (4) Interim resolutions become resolutions of the Owners Corporation—
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note

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

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the Committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- | | | |
|--------------------------------|-------------------|---------------------------------|
| ✓ Minutes of AGM | ✓ Notices of AGM | ✓ Registered Rules |
| ✓ Insurance valuation & report | ✓ VBCS Newsletter | ✓ Account balance & fin. status |

Information for Committee Members (in addition to the Owners reports):

- | | |
|----------------------------------|---------------------|
| ✓ Financial reports (all owners) | ✓ Aged balance list |
| ✓ Bank balances | ✓ Committee reports |

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

08 October 2025

SB SOLICITORS
1/173 LONSDALE STREET
DANDENONG VIC 3175

Ref

Re	Lot 13	Plan of Subdivision No. RP 14640
Fee	178.25	Paid

TAX INVOICE

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully

VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line.

Direct Telephone (03) 8531 8100

Direct Email : certificates@smartercommunities.com.au

Issued on behalf of Owners Corporation Plan Number RP14640
by its manager, Victoria Body Corporate Services Pty Ltd.

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 11)

Owners Corporation 9-11 WELLER STREET
 9-11 Weller Street Dandenong 3175

Plan Number: RP 14640

Vendor T Rikanovic

Reference

This certificate is issued for Lot 13 on Plan Number RP 14640 Lot Liability 200.00 Lot Entitlement 200.0000
 the postal address of which is: 13/9-11 Weller Street, Dandenong 3175

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
01/10/24 to 31/03/25	1,338.69	01/10/24	04/09/24	30/08/24
01/04/25 to 30/09/25	1,338.69	01/04/25	10/03/25	17/02/25
01/10/25****31/03/26	1,472.56	01/10/25	01/09/25	21/08/25
01/04/26****30/09/26	1,472.56	01/04/26		

Regulation 16(b)

The Administration Fund fees are paid up until 31/03/26
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees
 (Credit shown with -)

Nil

2 The current fees for Maintenance Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
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Regulation 16(b)

The Maintenance Fund fees are paid up until 31/03/18
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees
 (Credit shown with -)

Nil

3 Regulation 11(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
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Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing
Purpose

Fund

Amount Due Date Amount Unpaid

Interest Rate: 10.00

Interest to Certificate Date: Nil

Daily Interest Accruing:

Nil

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 13

On

Plan Number

RP 14640

1 to 5 Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)

Nil

6 Section 151(4)(a)(v) Regulation 11(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Nil

7 Section 151(4)(a)(iv) Regulation 11(f)

The owners corporation has the following insurance cover:

INSURANCE DETAILS
9-11 WELLER STREET

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING AXIS	p-022142 BODY CORPORATE BROKERS	8,768,610.00	12/04/26	23/04/25	11,955.83
CONTENTS AXIS	p-022142 BODY CORPORATE BROKERS	87,686.00	12/04/26	23/04/25	
PUBLIC LIABILITY AXIS	p-022142 BODY CORPORATE BROKERS	20,000,000.00	12/04/26	23/04/25	
OFFICE BEARER AXIS	p-022142 BODY CORPORATE BROKERS	2,000,000.00	12/04/26	23/04/25	
VOLUNTARY WORKERS AXIS	p-022142 BODY CORPORATE BROKERS	200,000.00	12/04/26	23/04/25	
FIDELITY GUARANTEE AXIS	p-022142 BODY CORPORATE BROKERS	100,000.00	12/04/26	23/04/25	
LOT OWNERS FIXTURES AXIS	p-022142 BODY CORPORATE BROKERS	300,000.00	12/04/26	23/04/25	
GOVERNMENT AUDIT AXIS	p-022142 BODY CORPORATE BROKERS	25,000.00	12/04/26	23/04/25	
APPEAL EXPENSES WHS AXIS	p-022142 BODY CORPORATE BROKERS	100,000.00	12/04/26	23/04/25	
LEGAL DEFENCE AXIS	p-022142 BODY CORPORATE BROKERS	50,000.00	12/04/26	23/04/25	
FLOATING BOARDS AXIS	p-022142 BODY CORPORATE BROKERS	Included	12/04/26	23/04/25	
LOSS RENT/TEMP ACCOM AXIS	p-022142 BODY CORPORATE BROKERS	1,315,292.00	12/04/26	23/04/25	

8 Section 151(4)(a)(v) Regulation 11(g)

The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

have not

9 Section 151(4)(a)(vi) Regulation 11(h)

Total funds held by owners corporation (including any investment accounts): \$43,455.46

10 Section 151(4)(a)(vii) Regulation 11(i)

The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

SPECIAL LEVIES MAY BE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 13

On

Plan Number

RP 14640

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 30/09/26 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

REPAIR/REPLACEMENT OF CLOTHES LINES:

IT WAS DISCUSSED THAT THE CLOTHES LINES REQUIRE REPLACEMENT/REPAIR.

IT WAS RESOLVED THAT THE MANAGER WILL OBTAIN TWO QUOTES TO REPAIR/REPLACE THE LAUNDRY LINES LOCATED AT THE LEFT REAR OF PROPERTY.

REPAIR OF FENCE AT LEFT REAR OF PROPERTY:

IT WAS DISCUSSED THAT THE FENCE AT THE REAR LEFT OF THE PROPERTY REQUIRES REPAIR.

IT WAS RESOLVED THAT THE MANAGER WILL OBTAIN 2 QUOTES TO HAVE THE FENCE REPAIRED.

REPAIR OF INSIDE STAIRCASES AND DOOR FRAMES:

IT WAS DISCUSSED THAT THE STAIRCASES AND SEVERAL DOOR FRAMES REQUIRE REPAIR.

IT WAS RESOLVED THAT THE MANAGER WILL OBTAIN QUOTES TO REPAIR THE STAIRS INCLUDING THE PAINTING OF THEM. ADDITIONALLY, THE DOOR FRAMES WILL BE QUOTED UPON TO REPAIR.

REMOVAL OF THE TWO REDUNDANT POST BOX STRUCTURES:

IT WAS DISCUSSED TO REMOVE THE TWO REDUNDANT POST OFFICE STRUCTURES THAT ARE LOCATED WITHIN THE PROPERTY.

IT WAS RESOLVED THAT THE MANAGER OBTAIN TWO QUOTES TO HAVE THESE REMOVED.

A BALLOT WAS SENT ON THE 13TH DECEMBER TO ALL OWNERS REGARDING ROOF REPLACEMENT - OUTCOME IS OUTLINED BELOW

WE REFER TO THE BALLOT SENT ON 13TH OF DECEMBER 2024 WHICH CLOSED ON 13TH OF JANUARY 2025 IN RELATION TO THE ROOF REPLACEMENT QUOTE:

WE NOTE THAT ACCORDING TO THE LETTER FROM VBCS DATED 15TH JANUARY 2025 THIS MOTION WAS PASSED AS AN INTERIM SPECIAL RESOLUTION. SPECIAL RESOLUTION -THE MOTION UNDER CONSIDERATION WAS:

SPECIAL RESOLUTION :“THE MEMBERS OF THE OWNERS CORPORATION RESOLVE BY SPECIAL RESOLUTION TO APPROVE THE COMMON ROOF REPLACEMENT BY?LOAN OF \$260,000.00 THROUGH LANNOCK STRATA FINANCE, TO CONTRIBUTE THE REPAYMENT OF THE LOAN AS AT WHEN DUE, AND TO APPOINT ROOFLINE PTY LTD AS CONTRACTOR FOR THE ROOF WORK.”

AS NO OBJECTION WAS RECEIVED AT THE END OF THE INTERIM PERIOD OF 28 DAYS, THE SPECIAL RESOLUTION HAS NOW PASSED AS A SPECIAL RESOLUTION OF THE OWNERS CORPORATION.

AS OF 26 FEB 2025 THE BELOW RESOLUTIONS WERE PASSED AT THE AGM

THAT IN ACCORDANCE WITH SECTION 24 OF THE OWNERS CORPORATIONS ACT 2006, THE OWNERS CORPORATION LEVY SPECIAL FEES AND CHARGES, PAYABLE 28 DAYS AFTER THE ISSUE DATE, TO COVER EXTRAORDINARY ITEMS OF EXPENDITURE AS FOLLOWS:

SPECIAL LEVY REASON: LOAN REPAYMENTS

SPECIAL LEVY AMOUNT: \$40,000.00

22. ACKNOWLEDGEMENT OF LOAN DOCUMENT AND EXECUTION OF LOAN CONTRACT

MEMBERS OF THE OWNERS CORPORATION TO ACKNOWLEDGE THE LOAN FACILITY BY LANNOCK STRATA FINANCE

AND THE EXECUTION OF THE LOAN CONTRACT .

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 13

On

Plan Number

RP 14640

EXPLANATORY NOTES:

1. MEMBERS OF THE OWNERS CORPORATION ACKNOWLEDGE THE SPECIAL RESOLUTION HAS PASSED BY BALLOT ON THE 11TH FEBRUARY 2025 AND THE FOLLOWING RESOLUTIONS TO BE MADE TO EXECUTE THE LOAN CONTRACT AND ACKNOWLEDGE THE FOLLOWING PARTICULARS OF THE LOAN.

ORDINARY RESOLUTION

THAT THE LOAN CONTRACT AND ASSOCIATED DRAWDOWN INSTRUCTION CAN BE SIGNED BY ANY TWO LOT

OWNERS OF SEPARATE LOTS AND IN ACCORDANCE WITH SECTION 10(3) OF THE OWNERS CORPORATIONS

ACT 2006 (VIC).

ORDINARY RESOLUTION

THAT THE OWNERS CORPORATIONS ACKNOWLEDGES THE FOLLOWING THINGS:

1. A COPY OF THE PROPOSED LOAN CONTRACT, THE TERMS AND CONDITIONS, THE INFORMATION MEMORANDUM AND A PRESCRIBED NOTICE, WAS TABLED AT THE MEETING;
2. THE MAXIMUM AMOUNT OF CREDIT AVAILABLE UNDER THE LOAN CONTRACT IS \$260,000.00 OR SUCH INCREASED AMOUNT AS APPROVED BY A SUBSEQUENT GENERAL MEETING;
3. MEMBERS OF THE OWNERS CORPORATIONS HAS THE AUTHORITY TO APPROVE THE RAISING OF ADDITIONAL LEVIES TO ENSURE THE OWNERS CORPORATION CAN PERFORM ITS OBLIGATIONS IN RELATION TO EACH ADVANCE UNDER THE LOAN CONTRACT;
4. THE OWNERS CORPORATIONS ACKNOWLEDGES THAT IT HAS SOUGHT SUCH ADVICE (INCLUDING LEGAL ADVICE) AS IT BELIEVES APPROPRIATE PRIOR TO ENTERING INTO THE LOAN CONTRACT.

IT WAS RESOLVED THAT THE LOAN REPAYMENT WILL BE INCLUDED IN ANNUAL BUDGET OF THE OWNERS CORPORATION

AS OF 29TH MAY 2025 WORKS HAVE NOT COMMENCED AND LOAN NOT DRAWN DOWN UPON.

- 11 Section 151(4)(a)(viii) Regulation 11(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:
FOR CONTRACTS REFER BELOW.

VBCS MANAGEMENT AGREEMENT
LIMPIA

- 12 Section 151(4)(a)(ix) Regulation 11(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:
Nil

- 13 Section 151(4)(a)(x) Regulation 11(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:
Nil

- 14 Section 151(4)(a)(xi) Regulation 11(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:
Nil

- 15 Section 151(4)(a)(xii) Regulation 11(n)
The owners corporation has resolved to appoint a manager, being:
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email:

- 16 Section 151(4)(a)(xiii) Regulation 11(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 13

On

Plan Number

RP 14640

- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:
Nil
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters
FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

Dated: 08/10/2025

Owners Corporation Manager
Jared Jones

Plan of Subdivision No. RP14640

ABN 42 521 525 906

STATEMENT

Transfer Date:
06/08/24

T Rikanovic
UNIT 13
9-11 WELLER STREET
DANDENONG VIC 3175

Statement Period

01 Oct 24 to 08 Oct 25

A/c No	13	Lot No	13
Page Number	1 of 1	Unit No	13

Linked

Date	Type	Details	Reference	Debit	Credit	Balance
01/10/24	Admin Fund	Brought forward	I0000488		1,338.69	-1,338.69
17/02/25	Admin Fund	01/10/24 To 31/03/25	I0000526	1,338.69		0.00
10/03/25	Receipt	01/04/25 To 30/09/25	R0000525		1,338.69	1,338.69
26/03/25	Additional Admin Fun	Admin Fund	I0000564	267.74		0.00
27/03/25	Receipt	23/04/25	R0000537		267.74	267.74
21/08/25	Admin Fund	Additional Admin Fun	I0000602	1,472.56		0.00
01/09/25	Receipt	01/10/25 To 31/03/26	R0000593		1,472.56	1,472.56
		Admin Fund				0.00
				\$4,417.68	\$4,417.68	Nil
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: Nil	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

STRATAPAY



Tel: 1300 552 311
Ref: 1492 0556 1

Telephone: Call this number to pay by credit card. International +613 8648 0158

VISA



www.stratamax.com.au
Ref: 1492 0556 1

Internet: Visit this website to make a secure credit card payment over the internet.



www.stratapay.com/ddr
Ref: 1492 0556 1

Direct Debit: Make auto payments directly from your nominated bank account or credit card.



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All cheques must be made payable to: OCP 14640

9-11 WELLER STREET DANDENONG 3175

LOT/UNIT

Lot 13/ Unit 13

STRATAPAY REFERENCE NO.

1492 0556 1

DUE DATE

9-11 WELLER STREET

MANAGED BY

VBCS PTY LTD

AMOUNT

\$0.00



*496 247245772 10000000134



INTERIM DECISIONS OF ANNUAL GENERAL MEETING

**OWNERS CORPORATION PLAN NO. 14640
AT 9-11 WELLER STREET, DANDENONG, VIC 3175**

**Prepared by: Modupe Ikadeh
Phone: 8531 8100
Email: mikadeh@vbcs.com.au
Date of Meeting: 26 February 2025**

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 14640
Address: 9-11 WELLER STREET, DANDENONG, VIC 3175
Held: Microsoft Teams Video / Phone Conference,
Date: 26 February 2025 at 05:30 PM

PRESENT:

<u>Name</u>	<u>Unit</u>
Anthony Charles Osborne	1
Warwick William Swaine	6
Ashley James Thompson	7
Yusuke Iinuma	10
Siar Tookhi	11
Tomislav Rikanovic	13
Zvonko & Ruzica Celikovic	15

IN ATTENDANCE: Modupe Ikadeh, Victoria Body Corporate Services

Motion 1.	Chairperson for the Meeting	Ordinary Resolution
IT WAS RESOLVED THAT Modupe Ikadeh be appointed to act as the Chairperson of the Meeting.		

Motion 2.	Minutes	Ordinary Resolution
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 30/11/2023 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	Financial Statements & Position	Ordinary Resolution
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 30/09/2024 be adopted.		

Motion 4.	Annual Budget & Contributions	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Proposed Budget for the period 01/10/2024 to 30/09/2025 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows: Administrative Fund: \$55,000.00 Maintenance Fund: \$0.00 Total: \$55,000.00 This Fund is to remain in force until the next Annual General Meeting. FURTHER, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy.		

Motion 5.	Fees Due - Administration Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the <i>Owners Corporations Act 2006</i> the Manager will issue Administration Fund fee notices in accordance with the following schedule:						
Administration Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	Current	1 Oct 2024	31 Mar 2025	1 Oct 2024	\$25,000.08	\$6.69344
Already Issued	Current	1 Apr 2025	30 Sep 2025	1 Apr 2025	\$25,000.08	\$6.69344
Total		1 Oct 2024	30 Sep 2025		\$50,000.16	\$13.38688
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Oct 2025	31 Mar 2026	1 Oct 2025	\$27,499.95	\$7.36278
Total		1 Oct 2025	31 Mar 2026		\$27,499.95	\$7.36278
Additional Admin Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Oct 2024	30 Sep 2025	24 Apr 2025	\$5,000.00	\$1.33868

Motion 6.	Additional Administrative Fund Levy	Ordinary Resolution
IT WAS RESOLVED THAT an Additional Administration Levy in the amount of \$5,000.00 to make up the remainder of the resolved budget for the current financial year of the Owners Corporation, payable 28 days after the issue date.		

Motion 7.	Management of Levy Arrears	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following: 1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans; 2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>. Important Note: The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules 3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation; 4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs; 5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings; 6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and 7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.		

Motion 8.	Special Levy	Ordinary Resolution
IT WAS DEFEATED THAT in accordance with section 24 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation levy special fees and charges, payable 28 days after the issue date, to cover extraordinary items of expenditure as follows: Special Levy Reason: Loan Repayments Special Levy Amount: \$40,000.00		

Motion 9.	<i>Appointment of Owners Corporation Manager - Victoria Body Corporate Service Pty Ltd</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT in accordance with Section 119 of the <i>Owners Corporations Act 2006</i> that: - Victoria Body Corporate Services Pty Ltd be appointed as Owner's Corporation Manager of the Owners Corporation; - The Owners Corporation execute the written agreement to give effect to this appointment and have two members be authorised to sign the agreement on behalf of the Owners Corporation in accordance with Section 20 of the <i>Owners Corporations Act 2006</i>; - The delegation is subject to the conditions and limitations set out in the Agreement; and - That upon execution on the Agreement, the Owners Corporation and the Victoria Body Corporate Services Pty Ltd mutually agrees that this Agreement supersedes and cancels all previous delegations and Agreements between the Owners Corporation and Victoria Body Corporate Services Pty Ltd.		

Motion 10.	<i>Delegation to Manager</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.		

Motion 11.	Confirmation of Insurance	Ordinary Resolution		
IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i> , the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.				
Schedule of Insurance				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
p-022142	AXIS	12 Apr 2025	BUILDING	\$8,351,057.00
			CONTENTS	\$83,511.00
			PUBLIC LIABILITY	\$20,000,000.00
			OFFICE BEARER	\$2,000,000.00
TOTAL PREMIUM: \$10,358.57				

Motion 12.	<i>Renewal of Insurance Policy</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.		

Motion 13.	Insurance Excess Payment	Ordinary Resolution
IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply: • where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or • where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.		

Motion 14.	Insurance Valuation	Ordinary Resolution
DEFEATED BY SIMPLE MAJORITY THAT the Manager arranges a valuation for the Insurance of the Buildings and Improvements from an independent valuer and forthwith insure the Buildings and Improvements as indicated by such valuation. I WAS FURTHER RESOLVED THAT the Manager will organise quotes for the insurance valuation report and send the quotes to the Committee for review, consideration and instruction		

Motion 15.	Common Property Safety	Ordinary Resolution
DEFEATED BY SIMPLE MAJORITY THAT the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health & Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law. I WAS FURTHER RESOLVED THAT the Manager will organise quotes for the OH&S report and send the quotes to the Committee for review, consideration and instruction		

Motion 16.	Engagement of Contractors	Ordinary Resolution
IT WAS RESOLVED THAT the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.		

Motion 17.	Approved Minor Works	Ordinary Resolution
IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$1,000.00 inclusive of GST without obtaining the prior approval of the Owners Corporation.		

Motion 18.	After Hours Service	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the Manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.		

Item 19.	Committee Report	
There was no Committee Report.		

Motion 20.	Delegation to Committee/Chairperson	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting.		

Item 21.	Complaints	
The Owners Corporation received 1 formal complaint/s in the last financial year.		

Motion 22.	Acknowledgement of Loan Document and Execution of Loan Contract	Ordinary Resolution
IT WAS RESOLVED THAT Members of the Owners Corporation acknowledge the loan facility by Lannock Strata Finance and the execution of the loan contract.		

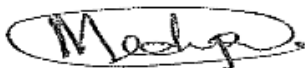
Item 23.	Roofline quote	Ordinary Resolution
Roof Replacement Discussion Tom McClosky from Roofline Pty Ltd attended the meeting, and the following questions and responses were noted: • Independent Consultant: Mr. Tookhl from Lot 11 confirmed with Tom that the Owners Corporation can appoint an independent consultant to inspect each stage of work before payment is approved. • Minimal Disruption: Tom confirmed that roof work will commence with minimal disruption. However, the driveway may need to be cleared on the first day for equipment delivery. Residents will be notified in advance if any changes arise. • Project Timeline: The roof work is expected to take approximately six weeks from the commencement date. • Removal and Replacement of Items: Roofline confirmed that any items removed at the start of the work, such as compressors and antennas, will be reinstated upon completion. • Engineering Work: Initial engineering work is required at an estimated cost of \$6,000. Members resolved to approve this payment. • Window Modifications: Some windows in units directly under the roof may require modifications, and the Owners Corporation will be informed of any associated costs. • Warranty and Lifespan: Roofline advised that the workmanship is guaranteed for up to 10 years, the material warranty extends up to 25 years, and the roof itself could last up to 50 years.		

Motion 24.	Election of Owners Corporation Committee/Chairperson of Owners Corporation	Ordinary Resolution
IT WAS RESOLVED THAT in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that: • The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and • The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee; • The Chairperson of the meeting declares that nominations are closed; • That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set; • That the elected Committee may determine that notice to be given for Committee meeting and is not required to give three (3) days notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and • Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot.		

Motion 25.	Members	
Election of Ordinary Member		
IT WAS RESOLVED THAT the following Members be appointed until the next Annual General Meeting.		
IT WAS FURTHER RESOLVED pursuant to Section 105 of the <i>Owners Corporations Act 2006</i> to appoint Siar Tookhi as Chairperson of the Owners Corporation Committee.		
Name	Unit	Details
Anthony Charles Osborne	1	Committee Member
Warwick William Swaine	6	Committee Member
Siar Tookhi	11	Chairperson
Tomislav Rikanovic	13	Committee Member

Item 26.	General Business	
COMMON AREA UPKEEP: Mr Tookhi addressed the meeting, he advised that the managed should follow up on breach notices issued to members, especially where it pertains to the care of common property. He noted that items identified as rubbish have not been collected. The Manager was requested to revisit this matter and keep the Committee updated.		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 06:48 PM



Modupe Ikadeh
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 26 February 2025

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.
- (1B) The Manager must not pass an interim resolution under subsection (1) that—
 - (a) affects the contract of appointment of the Manager; or
 - (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
 - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.
- (1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).
- (4) Interim resolutions become resolutions of the Owners Corporation—
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note

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

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the Committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- | | | |
|--------------------------------|-------------------|---------------------------------|
| ✓ Minutes of AGM | ✓ Notices of AGM | ✓ Registered Rules |
| ✓ Insurance valuation & report | ✓ VBCS Newsletter | ✓ Account balance & fin. status |

Information for Committee Members (in addition to the Owners reports):

- | | |
|----------------------------------|---------------------|
| ✓ Financial reports (all owners) | ✓ Aged balance list |
| ✓ Bank balances | ✓ Committee reports |

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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



MR TOMISLAV RIKANOVIC
C/- DRAGICA BEZBRADICA
UNIT 1 173 LONSDALE STREET
DANDENONG VIC 3175

Our reference: 7163257017133

Phone: **13 28 66**

25 September 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello TOMISLAV,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411137849150
Vendor name	TOMISLAV RIKANOVIC
Clearance Certificate Period	25 September 2025 to 25 September 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



CERTIFICATE OF COMPLETION

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Document Pages: 101

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 1

Signature Logs

Signer: Tomislav Rikanovic

Email Address: tomislavrikanovic@gmail.com

Status: Signed

IP Address: 203.26.142.246

Supervised By:

Email Sent Date: 13/10/2025 01:19:02 PM (AEST)

Signed Date: 13/10/2025 01:21:53 PM (AEST)

Signature: *Tomislav Rikanovic*

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature:

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature: