

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising in connection with this document or its use.

Parts of the original document have been modified and adapted to provide a better, cleaner contract for use.

Contract of Sale of Land

The **Vendor** agrees to sell, and the **Purchaser** agrees to buy, the property—comprising the land and any included goods—for the purchase price and on the terms set out in this Contract.

The provisions of this Contract are set out in the following order of priority:

- Particulars of Sale
- Special Conditions
- General Conditions

SIGNING OF THIS CONTRACT

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

Purchasers must ensure they have received a **Section 32 Statement** from the Vendor **prior to signing this Contract**. For the purposes of this Contract, a “Section 32 Statement” refers to the disclosure statement required to be provided by a vendor under section 32 of the *Sale of Land Act 1962 (Vic)*.

The authority of any person executing this Contract:

- under a power of attorney; or
- as a director of a corporation; or
- as an authorised agent (in writing) of one of the parties,

must be clearly recorded beneath their signature.

Any individual whose signature has been obtained by an estate agent acknowledges that, at the time of signing, the agent provided them with a copy of the full terms of this Contract.

SIGNED BY THE PURCHASER:
..... on/...../2025

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2025

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

State nature of authority, if applicable:

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

Table of Contents

i. Particulars of Sale

ii. Special Conditions

- 1 DEPOSIT RELEASE
- 2 DIRECTORS GUARANTEE
- 3 EXCLUSION AND/OR VARIATION OF GENERAL CONDITIONS
- 4 INTREPRETATION
- 5 WHOLE AGREEMENT
- 6 PURCHASER ACKNOWLEDGEMENTS
- 7 GOODS AND SERVICES TAX (GST)
- 8 NOMINATION
- 9 DUTIES ACT AND STAMP DUTY
- 10 RESTRICTION ON RESALE – INSOLVENCY EVENT
- 11 RIGHT OF TERMINATION
- 12 COMMERICAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024
- 13 BREACH

(Additional Special Conditions may exist)

iii. General Conditions

- 1 ELECTRONIC SIGNATURE
- 2 LIABILITY OF SIGNATORY
- 3 GUARANTEE
- 4 NOMINEE
- 5 ENCUMBRANCES
- 6 VENDOR WARRANTIES
- 7 IDENTITY OF THE LAND
- 8 SERVICES
- 9 CONSENTS
- 10 TRANSFER AND DUTY
- 11 RELEASE OF SECURITY INTEREST
- 12 BUILDER WARRANTY INSURANCE
- 13 GENERAL LAW LAND
- 14 DEPOSIT
- 15 DEPOSIT BOND
- 16 BANK GUARANTEE
- 17 SETTLEMENT
- 18 ELECTRONIC SETTLEMENT
- 19 GST
- 20 LOAN
- 21 BUILDING REPORT
- 22 PEST REPORT
- 23 ADJUSTMENTS
- 24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
- 25 GST WITHHOLDING
- 26 TIME & CO-OPERATION
- 27 SERVICE
- 28 NOTICES
- 29 INSPECTION
- 30 TERMS CONTRACT
- 31 LOSS OR DAMAGE BEFORE SETTLEMENT
- 32 BREACH
- 33 INTEREST
- 34 DEFAULT NOTICE
- 35 DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Harcourts ASAP

Chris Zhang

Chris.zhang@harcourts.com.au

0434 627345

Trust Account Details:

Name:

BSB:

ACC:

Purchasers are required to confirm trust account details with the selling agent prior to making any deposit payment.

Vendor

ANDRE NGAWAKA

Vendor's legal practitioner or conveyancer



Spin Conveyancing

PO Box 1294, Waverley Gardens VIC 3170

Email: info@spinconveyancing.com.au

Tel: 03 9988 9052 Fax: 03 9988 9059 Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11267	Folio	833	4	628502Y
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 4, 2-4 HUTTON Street DANDENONG VIC 3175

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings, solar panels (if it exists), solar hot water (if it exists) and all fixtures and fittings of a permanent nature.

Goods excluded from the sale:

Not Applicable

Payment

Price	\$		If no deposit due date is specified, the due date is taken to be the DAY OF SALE .
Deposit	\$	by _____ (of which \$ _____ has been paid)	
Balance	\$	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 & 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
- on the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

Vacant

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

(You should check the tenancy agreement/lease available within the Section 32 Vendor Statement)

* tenancy agreement for a term ending _____

OR

* periodic tenancy agreement determinable by notice

OR

* tenancy agreement for a term ending _____ with _____ options to renew, each of __ years

Terms contract (general condition 30)

This contract is **NOT** intended to be a terms contract within the meaning of the *Sale of Land Act 1962*.
(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20) (Not Applicable at Auction)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

Loan amount not more than \$_____ Approval date by: ____ / ____ / 20____

Building Inspection (general condition 21)

☐ This contract is subject to a building inspection in accordance with general condition 21 if this box is ticked.

Pest Inspection (general condition 22)

☐ This contract is subject to a pest inspection in accordance with general condition 22 if this box is ticked.

This contract includes Special Conditions

Special Conditions

1. Deposit Release (general condition 14)

- 1.1 The purchaser's rights and obligations in respect of release of the deposit are confined to those in section 27 of the *Sale of Land Act 1962* and General Condition 14, as varied by Special Condition 1 of this contract. Nothing in this condition shall override or diminish the purchaser's acknowledgements and obligations contained in Special Condition 6.
- 1.2 The purchaser's reasons for objecting to the release of the deposit monies must reflect the matters set out in Sub-section (4) of Section 27 of the *Sale of Land Act 1962*. The purchaser's objection to release of the deposit can only have regard to the accuracy of the particulars in the Deposit Release Notice and sufficiency of the purchase price to discharge all financial encumbrances over the property. The purchaser cannot refuse to authorize the release of the deposit on any other grounds once the contract has become unconditional and the purchaser is deemed to accept title.

2. Director's Guarantees

This clause replaces General Condition 3. If the purchaser or any nominee is a company, the purchaser must procure execution by all its directors of a guarantee and indemnity in the form annexed to this contract, consistent with Special Condition 2. This obligation is in addition to, and not in derogation of, the purchaser's acknowledgements and warranties contained in Special Condition 6.

3. Exclusion and/or Variation of General Conditions

- 3.1 General Condition 31 continues to apply except for clauses 31.4, 31.5, 31.6. The purchaser may not withhold settlement funds but retains right to post-settlement compensation under general condition 31.3.
- 3.2 General Condition 33 is replaced with "Interest at a rate of 4% 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."
- 3.3 General Condition 12 is deleted except to the extent required by the *Building Act 1993*.
- 3.4 General Condition 21.2(a) is amended as follows "obtains a written report from a registered building practitioner which discloses a current major structural defect in a structure on the land and designates it a major structural building defect."

4. Interpretation

In this contract unless the context otherwise requires: -

- 4.1 headings and subheadings are for convenience of reference only and do not affect interpretation;
- 4.2 words importing the singular include the plural and vice versa;
- 4.3 words importing a gender include any gender;
- 4.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 4.5 a reference to an Act of Parliament includes that Act as amended or replaced and all regulations made under it;
- 4.6 a reference to a body whose functions have become exercisable by another body is a reference to the latter body;
- 4.7 a covenant or agreement on the part of two or more persons binds them jointly and severally;
- 4.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation"; and
- 4.9 where the letters "ADI" means Authorized Deposit-Taking Institution and has the same definition as ADI in section 5 of *Banking Act 1959 (Cth)*; and
- 4.10 any reference to business or working days ends at 4.00pm that day.
- 4.11 **contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:
- a. noxious or poisonous;
 - b. harmful or potentially harmful to the health or welfare of human beings;
 - c. poisonous, harmful or potentially harmful to animals, birds or wildlife;
 - d. poisonous, harmful or potentially harmful to plants or vegetation;
 - e. obnoxious or unduly offensive to the senses of human beings; or
 - f. detrimental to any beneficial use made of the property.
- 4.12 **Environmental and Planning Law** means:
- a. all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;
 - b. all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and
 - c. all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).
- 4.13 **hazardous materials** means:

- a. any contamination;
- b. any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment
- c. any item, substance or article that is either prescribed as dangerous goods within the meaning of the *Dangerous Goods Act 1985 (Vic)* or is capable of constituting a risk, threat or menace to
 - i. persons or property; or
 - ii. any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law

4.14 Insolvency Event means:

- a. in relation to a body corporate:
 - i. an application being made to a court for an order that it be wound up;
 - ii. an application being made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
 - iii. except to reconstruct or amalgamate while solvent on terms approved by the vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
 - iv. it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the vendor or is otherwise wound up or dissolved;
 - v. it is or states that it is insolvent;
 - vi. as a result of the operation of section 496F(1) of the *Corporations Act 2001 (Cth)*, it is taken to have failed to comply with a statutory demand;
 - vii. it is, or makes a statement from which it may be reasonably deduced by the vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act 2001 (Cth)*;
 - viii. it takes any step to obtain, or is granted, protection from its creditors under any applicable legislation; or
 - ix. anything having a substantially similar effect to any of the events set out above happens
 - x. under the law of any applicable jurisdiction.
- b. in relation to an individual, becoming bankrupt or entering into a scheme or arrangement with creditors or the occurrence of any event that has a substantially similar effect to any of these events; or
- c. in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control or the occurrence of any event that has a substantially similar effect to any of these events.

- 4.15 **Loss** includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.
- 4.16 **DOL Form** means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.
- 4.17 **Duties Act** means the Duties Act 2000 (Vic).
- 4.18 **Duties Settlement Statement** means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.
- 4.19 **Deposit Release Notice** means the document provided to the purchaser for early release of the deposit under Section 27 of the *Sale of Land Act 1962*.
- 4.20 **Building Element** is accepted as per AS4349.1-2007 as "Portion of the building that, by itself, or in combination with other such parts, fulfils a characteristic function."
- 4.21 **Major Defect** is accepted as per AS4349.1-2007 as "A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property."
- 4.22 **Structural Defect** is accepted as per AS4349.1-2007 as "Fault or deviation from the intended structural performance of a building element."
- 4.23 **Vacant Possession** is to be interpreted only as a human not occupying the primary dwelling only on the land, and does not include any other buildings such as garages, gazebos and sheds. The purchaser agrees not to delay any settlement or seek compensation arising out of any items/goods that are left anywhere on the property.

5. Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except as are made conditions of this contract.

6. Purchaser acknowledgements (except to the extent that such liability cannot be excluded by law)

- 6.1 The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this contract.
- 6.2 The purchaser acknowledges that the purchaser has inspected the property and chattels prior to the day of sale. The purchaser agrees that the purchaser in purchasing and will accept delivery of the property and chattels in their present condition and state of

repair and with any defects existing at the date hereof. The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

- 6.3 The purchaser accepts the property as at the Day of Sale: -
- a. in its present condition and state of repair;
 - b. with all restrictions on the use and development of the property under the planning scheme which affects the land;
 - c. with all defects latent and patent;
 - d. with any infestations, contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance, asbestos and/or dilapidation (subject to statutory vendor disclosure obligations being complied with);
 - e. on the basis all improvements on the property are sold in their state of repair and condition. The purchaser must not require the vendor to add to, repair, reinstate or reconstruct them;
 - f. with all existing water, sewerage, drainage and plumbing services and connections in respect of the property in their present state and condition;
 - g. with any other planning controls affecting the property;
 - h. with any Owners Corporation Rules that may exist;
 - i. with any agreement under Section 173 of the *Planning and Environment Act*;
 - j. with any restriction as to the use of the property made under any Authority;
 - k. with any planning permits for or affecting the property including any conditions set out in any planning permits;
 - l. notwithstanding any non-compliance with the *Local Government Act 1989*, *Building Act 1993* or other legislation, subordinate legislation or regulations in respect of any building on the land; and
 - m. and subject to all restrictions imposed by the relevant planning scheme and all other relevant planning controls including without limitation all permits, approvals, agreements and planning scheme amendments.
- 6.4 The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 6.5 The purchaser is not entitled to end this contract, delay settlement or make any claim for compensation or damages because of the existence of any encroachments on, over or affecting the land or any adjoining land.
- 6.6 The purchaser accepts that the vendor has not represented, warranted or guaranteed:
- a. that the property is suitable for any specific development or may generally be developed in any way;
 - b. that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or
 - c. the use to which the property may be physically or lawfully put, either presently or in the future.
- 6.7 The purchaser shall assume liability for compliance with all Notices or Orders (other than those relating to the current rates) relating to the property which are made or issued after the date of sale.
- 6.8 The purchaser warrants that they have made their own enquires and investigation as to the use to which the property may be put and the purchaser relies entirely on their own investigations and on their own judgement in entering into this contract.
- 6.9 The purchaser accepts that the property and any chattels sold by this contract shall not pass to the purchaser until balance of the payment due to the Vendor is received at settlement.
- 6.10 The purchaser accepts that all payments due to the vendor under this contract shall be due no later than 4.00 p.m. Victoria Australia on the day on which they are due and the vendor shall be entitled to treat any payment received or actions conducted after 4.00 p.m. as having been received or actioned on the next business day.
- 6.11 The purchaser accepts that if there are solar panels installed on the property, the parties agree:
- a. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
 - b. the purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - c. the vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
 - d. the vendor makes no representations or warranties with respect to any inverter technology or batteries in relation to their condition, state of repair, fitness for the purposes for which they were installed.
- 6.12 The purchaser accepts that any fence that has fallen or deteriorated due to weather, or other external causes, is not entitled to end this contract, delay settlement or make any claim for compensation or damages.
- 6.13 The purchaser agrees that parts of the municipality might be affected by flooding and may be subject to a "Land Subject to Inundation Overlay" control or a "Special Building Overlay". The purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the vendor/s give no warranties whatsoever in regard to same.
- 6.14 The purchaser accepts that if the contract is made subject to any building or pest inspections, and no completion date is specified, the purchaser accepts that seven (7) days is reasonable from when the purchaser signs this contract.
- 6.15 The purchaser accepts that if the vendor has a simultaneous or pending property purchase settlement the vendor may have their items stored and ready for collection by removalists at the property for a period of no later than the following business day. A purchaser may not delay settlement or make any claim for compensation or damages.
- 6.16 The purchaser accepts that if this property is offered for sale at public auction, the property shall be offered subject to the vendor's reserve price. The rules for the conduct of the auction shall be set out in the schedules to the *Sale of Land Regulations 2005* or any

rules prescribed which modify or replace those rules.

- 6.17 The purchaser accepts they are immediately in default if the purchaser fails to pay the deposit or any part of the deposit at the due date and/or time required (received as cleared funds) or if any bank cheque for the deposit is not honoured on presentation. If the contract does not specify a due date, the due date is accepted to be the **DAY OF SALE** being the date by which both the purchasers and vendor have signed this contract.
- 6.18 The purchaser acknowledges that in the event that the purchaser enters into occupation of the premises pursuant to a Licence Agreement then and in that event the purchaser agrees that the vendor's representative shall prepare the Licence agreement at a cost of \$330.00 for the preparation of said document is to be at the purchasers' expense.

7. Goods & Services Tax (GST)

- 7.1 If the particulars of sale specify the supply made under this contract is a 'going concern', the vendor is registered for GST and the purchaser agrees to the terms in general condition 19 and in addition as follows:
- a. that the property and the lease is supplied together as a single supply; and
 - b. the purchaser is purchasing the property subject to an ongoing lease and the tenant of the premises must continue carrying on the business being conducted under the lease; and
 - c. the purchaser agrees to take over as landlord for a period no less than 12 months after the date of supply with the tenant carrying on the business from the premises without significant interruption or change. If the lease ends prior to the date of supply or the Settlement Date, to satisfy the "going concern exemption", the vendor may at their own discretion, either: -
 - i. renew the existing commercial lease; or
 - ii. create a new commercial lease"; or
 - iii. alter the contract to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the price.

Should the purchaser decide not to continue the lease allowing the tenant to carry on the business being conducted under the lease, the parties agree that the contract shall be altered to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the purchase price.

- 7.2 Consequences if the parties are mistaken:
- a. in the event that it is determined that the vendor should have been registered for GST relating to any enterprise affecting the land and the vendor before and after settlement is served a letter from the Australian Taxation Office stating that the supply herein has GST, and requiring the vendor to pay GST on the price or any other amount payable under this contract for whatever reason, then the vendor may give notice in writing to the purchaser at any time before or after settlement to direct the purchaser to pay to the vendor an additional sum of the amount of any GST payable (excluding penalties and interest) in respect of the taxable supply herein.
 - b. If the vendor incurs any penalties or interest under the GST law because the supply under this contract has been treated by the parties as being GST free, then
 - i. If the reason for the sale not being GST free is solely because of some fault by either party (including breach of any warranties contained herein) then the party shall bear those penalties and interest;
 - ii. In any other case, the penalties and interest shall be borne by the parties equally.
- 7.3 This special condition (including warranties) is an enduring special condition which survives the day of supply to the purchaser and survives the termination of the Contract. The right and obligations of the parties under this special condition endure for ten (10) years from and including the day of sale to the purchaser.

8. Nomination

- 8.1 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract. The purchaser indemnifies the vendor against any claim, action, loss, damage, liability or cost that may be brought against the vendor or which the vendor may pay, sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition or any default on the part of any nominee generally.
- 8.2 If the purchaser wishes to nominate a substitute or additional transferee, it must deliver to the vendor's legal practitioner/conveyancer:
- a. a nomination notice executed by the nominee and the purchaser at least ten (10) business days before the settlement date specified in this contract; and
 - b. if the nominee is a corporation a guarantee in the form of the guarantee document annexed to this contract.
- 8.3 Any nomination notice given must include:
- a. a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain approval to acquire the property from the vendor.
 - b. a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain approval to acquire the property from the vendor, this approval has been obtained; and;
 - c. a certified copy of the approval given under the provisions of the Foreign Acquisitions Legislation; and
 - d. an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.
- 10.4 If the vendor and the purchaser have agreed that for GST purposes, the supply under this contract is of a 'going concern', a written acknowledgement by the nominee that the supply will be a supply of a going concern and a duly executed guarantee and indemnity in the form attached to this contract given by the directors and principal shareholder of any nominee which is a corporation (unless that corporation is listed on Australian Stock Exchange Limited)

9. Duties Act and Stamp Duty

- 9.1 The purchaser must:

- a. pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and
 - b. indemnify the vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.
- 9.2 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying
- 9.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 9.4 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers (and conveyancers) against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.
- 9.5 This special condition will not merge on settlement.

10. Restriction on Re-Sale

- 10.1 The purchaser must not prior to settlement without the written consent of the vendor sell, transfer, assign, mortgage or otherwise encumber or deal with the property or the purchaser's rights or interests pursuant to this Contract.
- 10.2 The vendor will not unreasonably withhold its consent to a sale of the purchaser procures that any successor in title of the purchaser contracts with the vendor in the same terms as this Contract. This clause does not apply to a nomination.
- 10.3 The purchaser must not place on the Land any advertising material, signs, hoardings, or any other thing which is visible from the outside of the property (whether internally or externally to any buildings) without the consent of the vendor.

11. Right of Termination – Insolvency Event

- 11.1 Without limiting the vendor's rights under any guarantee, the vendor may terminate this contract without penalty if the purchaser (or if the purchaser consists of two or more persons, any of those persons) is subject to an Insolvency Event.
- 11.2 The vendor may exercise its rights under by notice to the purchaser or the purchaser's legal practitioner or conveyancer.

12. Commercial and Industrial Property Tax Reform Act 2024

- 12.1 The purchaser acknowledges that the property is not tax reform scheme land within the meaning of the Act
- 12.2 The purchaser acknowledges that the AVPCC (within the meaning of the Act) can be found on the State Revenue Office property clearance certificate herein, or by inquiring directly with the State Revenue Office – noting that the AVPCC is not relevant to this Contract, because the land is not tax reform scheme land within the meaning of the Act.

13. Breach

- 13.1 General Condition 32 does not apply to this Contract and will be replaced by the following:
- 13.2 The vendor(s) gives notice to the purchaser(s) that in the event the purchaser(s) fails to complete settlement on the settlement date referred to in the Particulars of Sale, or such date as may be agreed in writing between the parties, the vendors(s) may incur the following further additional expenses and losses from the date settlement fell due until settlement occurs, which amounts shall be paid by the purchaser(s), in addition to the interest chargeable on the balance of purchase monies pursuant to General Condition 33 herein:
- Any additional costs of obtaining, extending or bridging finance reasonably required by the vendor for the purpose of completing the purchase of another property, including interest actually payable on such finance;
 - Interest or charges actually payable by the vendor under any mortgage secured against the property, accruing from the settlement due date until settlement occurs;
 - Accommodation and/or storage costs actually and reasonably incurred by the vendor (such as temporary rental, hotel, storage, or removal expenses) arising directly from the delay;
- 13.3 The vendor(s) may recover from the purchaser(s) any *reasonable and properly incurred additional professional costs*, charges or expenses directly arising from the purchaser's failure to settle on the due date, limited to:
- (a) documented *rescheduling or re-booking fees* charged by the vendor's financial institution or settlement agent; and
- (b) *additional professional fees of the vendor's solicitor or conveyancer* that are reasonably and necessarily incurred as a direct result of the delay in settlement, provided such fees are invoiced and itemised to evidence the connection to the delay.
- For the avoidance of doubt, this clause does not permit the recovery of general conveyancer–client costs otherwise payable by the vendor under their professional retainer. Any costs or penalties actually imposed on the vendor under a contract or agreement for the purchase of another property, where such costs arise solely because of the purchaser's failure to complete settlement on time. In any case, costs are limited to reasonable, evidenced, and directly attributable to the purchaser's default.
- 13.4 The vendor's recovery under this Special Condition is limited to reasonable and documented costs actually incurred, assessed on a conveyancer-client basis, and in any event not exceeding an aggregate of \$3,500 exclusive of interest payable under Special Condition 3.2.

14. Overriding Provision

- 14.1 To the extent of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

15. Severability

- 15.1 If any Special Condition (or part of it) is or becomes void, invalid or unenforceable at law, that condition (or the relevant part) shall be severed from this contract and the remainder of the contract will continue to have full force and effect.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out 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 vendors 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 the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

- 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*; and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19 GST

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

20 LOAN

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

21 BUILDING REPORT

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

22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in *italics* and marked with an asterisk are defined or described in at least one of those Acts.

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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.

Schedule 1
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.....)

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which

affect your ability to remove native vegetation on private property.

- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the

land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 32 STATEMENT

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

Vendor:	ANDRE NGAWAKA
Property:	Unit 4, 2-4 HUTTON Street DANDENONG VIC 3175



Spin Conveyancing
PO Box 1294
Waverley Gardens VIC 3170

Tel: 9988 9052
Fax: 9988 9059
Email: info@spinconveyancing.com.au

IMPORTANT NOTICE TO PURCHASERS

The use to which you purpose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area which is in a 1 in 100 year severity flood area. You should check with the municipal council whether this property is subject to any flooding before you commit yourself to buy.

You may be liable to pay Growth Areas Infrastructure Contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from the growth areas infrastructure contribution on certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

32A FINANCIAL MATTERS

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/or fee notices as provided-

(a) Their total does not exceed

\$5,000.00

(b) Or are contained in the attached certificate/s (if provided)

(c) Or their amounts are:

Amount (approx.)

1. Local Council

2. Water Authority

3. Land Tax

4.

(d) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge (other than GST payable in the contract), which are not included in items (a), (b) and (c) above; other than any amount described in this rectangular box:-

None to the Vendors knowledge

(e) 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.

(f) The particulars of any imposed land charge (whether registered or not) by or under an Act to secure an amount due under that Act, including the amount owing under the charge is as follows:-

Not Applicable

(g) Sale Subject to Mortgage

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

Not Applicable

(h) Land Tax

Land Tax is not adjustable between the Vendor and the Purchaser unless the sale price exceeds the threshold amount as defined by Section 10I of the Sale of Land Act 1962 (\$10 million as indexed). If Land Tax is adjustable, a purchaser will remain liable for any adjusted increase in a new assessment after 31 December of the current year.

(i) Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

i. 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	AVPCC No.
ii. Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
iii. 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 of property clearance certificate or is as follows	Date: OR ☒ 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

(i) RESTRICTIONS

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

- 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.

(ii) BUSHFIRE

This land is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

(iii) ROAD ACCESS

There is access to the Property by Road.

(iv) PLANNING

Planning Scheme	Greater Dandenong Planning Scheme
Responsible Authority	Greater Dandenong
Zoning	General Residential Zone GRZ GRZ1
Planning Overlay/s	None

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses and aquatic plants. There are a range of regulations that may apply including to obtain planning permits under Clause 52.17 of the

local planning scheme.

(v) **ABORIGINAL CULTURAL HERITAGE**

This property is not within or affected by one or more areas of aboriginal cultural heritage sensitivity.

32D NOTICES

(a) **NOTICE, ORDER, DECLARATION, REPORT OR RECOMMENDATION**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land 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.

None

(b) **AGRICULTURAL CHEMICALS**

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.

Not Applicable

(c) **COMPULSORY ACQUISITION**

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.

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)

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

32H **SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	NBN and/or mobile services are available in the area.

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 any account with a service provider before settlement, and the Purchaser may need 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.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the *Sale of Land Act 1962 (Vic)* but may be included in this Vendor's Statement for convenience). Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010 (Cth)*

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a nett lettable area of at least 1,000m² (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

Attached to this Section 32 Statement is the **Due Diligence** Checklist

DATE OF THIS STATEMENT

/ /20 25

Name of the Vendor

ANDRE NGAWAKA

Signature/s of the Vendor

x

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

Signature/s of the Purchaser

x

GST residential withholding – Vendor Notification
Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwith)

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

Vendor(s) details

Name of Vendor(s): ANDRE NGAWAKA

Section 1	Vendor(s) GST Withholding Notification	please tick
	Does the Vendor(s) make a taxable supply in relation to the sale	☒ NO ☐ YES
	4/2-4 Hutton Street, Dandenong 3175	(property) ?

The Purchaser/recipient is not required to make payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cwith)* in relation to the supply of the above property.

The Purchaser is required to withhold an amount of \$__NOT REQUIRED__

Signature of Vendor(S) 

ANDRE NGAWAKA

Dated the .23.....day of ..October..... 20...25

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

Page 1 of 1

VOLUME 11267 FOLIO 833

Security no : 124129115703X
Produced 18/10/2025 11:23 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 628502Y.

PARENT TITLES :

Volume 03694 Folio 658 Volume 08239 Folio 537

Created by instrument PS628502Y 03/05/2011

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ANDRE NGAWAKA of UNIT 2 2-4 HUTTON ROAD DANDENONG VIC 3175

AS339821P 10/07/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH887815U 08/04/2011

DIAGRAM LOCATION

SEE PS628502Y 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 4 2-4 HUTTON STREET DANDENONG VIC 3175

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS628502Y

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

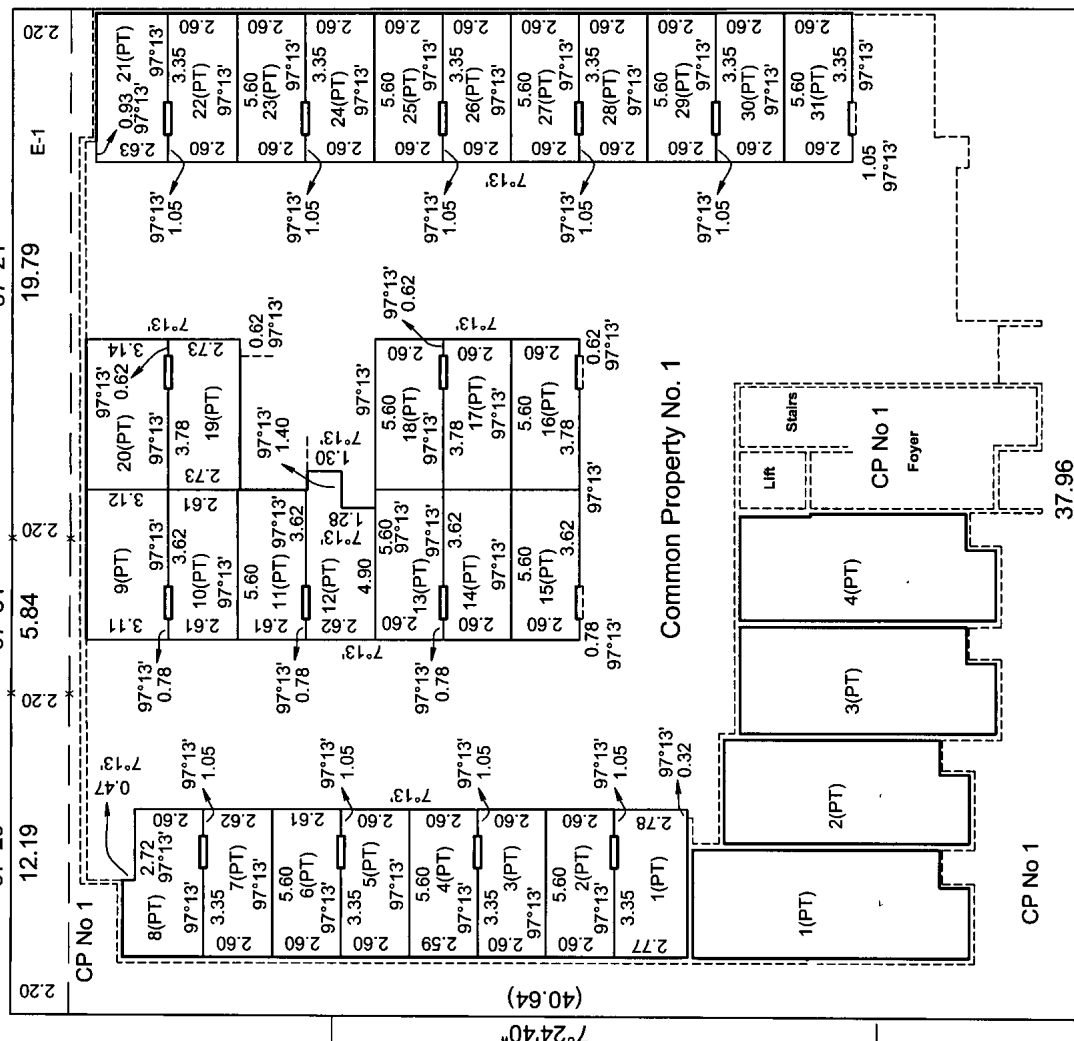
Document Type	Plan
Document Identification	PS628502Y
Number of Pages (excluding this cover sheet)	8
Document Assembled	18/10/2025 11:23

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE No. _____	LR USE ONLY EDITION 1	PLAN No. PS	PS628502Y 20/04/2011 \$4682.10 PS 
LOCATION OF LAND PARISH: DANDENONG SECTION: _____ CROWN ALLOTMENT: _____ CROWN PORTION: 32 (PART) TITLE REFERENCES: C\T Vol 3694 Fol 658 C\T Vol 8239 Fol 537 LAST PLAN REFERENCE/S: Lot 1 TP 513450U Lot 1 TP 561258P POSTAL ADDRESS: (At time of subdivision) 2-4 Hutton Street Dandenong. 3175 MGA Co-ordinates (of approx centre of land in plan) E 342 825 N 5 794 125 ZONE: 55		COUNCIL CERTIFICATION AND EASEMENT COUNCIL NAME: CITY OF GREATER DANDENONG REF: <i>PSUB09/0154</i> 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council Delegate <i>[Signature]</i> Council Seal Date <i>13/4/11</i> Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS			
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING			
NIL	NIL	This is/ is not a staged subdivision. Planning permit No. <i>PDAC9/0039</i>			
THE COMMON PROPERTY NO 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES. ALL COLUMNS, PILLARS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS ARE DEEMED TO BE PART OF THE COMMON PROPERTY NO 1. THE POSITION OF SAID COLUMNS, PILLARS, SERVICE DUCTS AND PIPE SHAFTS ARE NOT NECESSARILY SHOWN ON THIS PLAN.		DEPTH LIMITATION DOES NOT APPLY Boundaries shown by thick continuous lines are defined by buildings. Location of Boundaries defined by buildings: Interior Face of Walls, Floors & Ceilings CP No 1 Common Property No 1			
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - For details of Owners Corporations including; purpose, responsibility, entitlement & liability see Owners Corporation search report, Owners Corporation Rules & Owners Corporation Additional Information.		SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 199 & 522 IN PROCLAIMED SURVEY AREA No. _____			
EASEMENT INFORMATION					LRS USE ONLY
LEGEND E-Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A-Appurtenant Easement R-Encumbering Easement(Road)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 20 / 04 / 2011
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND ON THIS PLAN.					LRS USE ONLY PLAN REGISTERED TIME 3:09 pm DATE 03 / 05 / 2011 Ian D Thomson Assistant Registrar of Titles
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	SHEET 1 OF 8 SHEETS COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
E-1	SEWERAGE	2.20	THIS PLAN	SOUTH EAST WATER LTD	_____ DATE <i>13/4/11</i> COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
NACHA MOORE Land Surveyors P/L Licensed Surveyors & Development Consultants 226 Mitcham Road MITCHAM, Vic. 3132 Phone (03) 9872 5512 Fax. (03) 9874 1823		LICENSED SURVEYOR(PRINT) Malcolm Douglas Moore SIGNATURE <i>[Signature]</i> DATE 7/4/11 REF 8884 VERSION C			_____ DATE <i>13/4/11</i> COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 628502Y

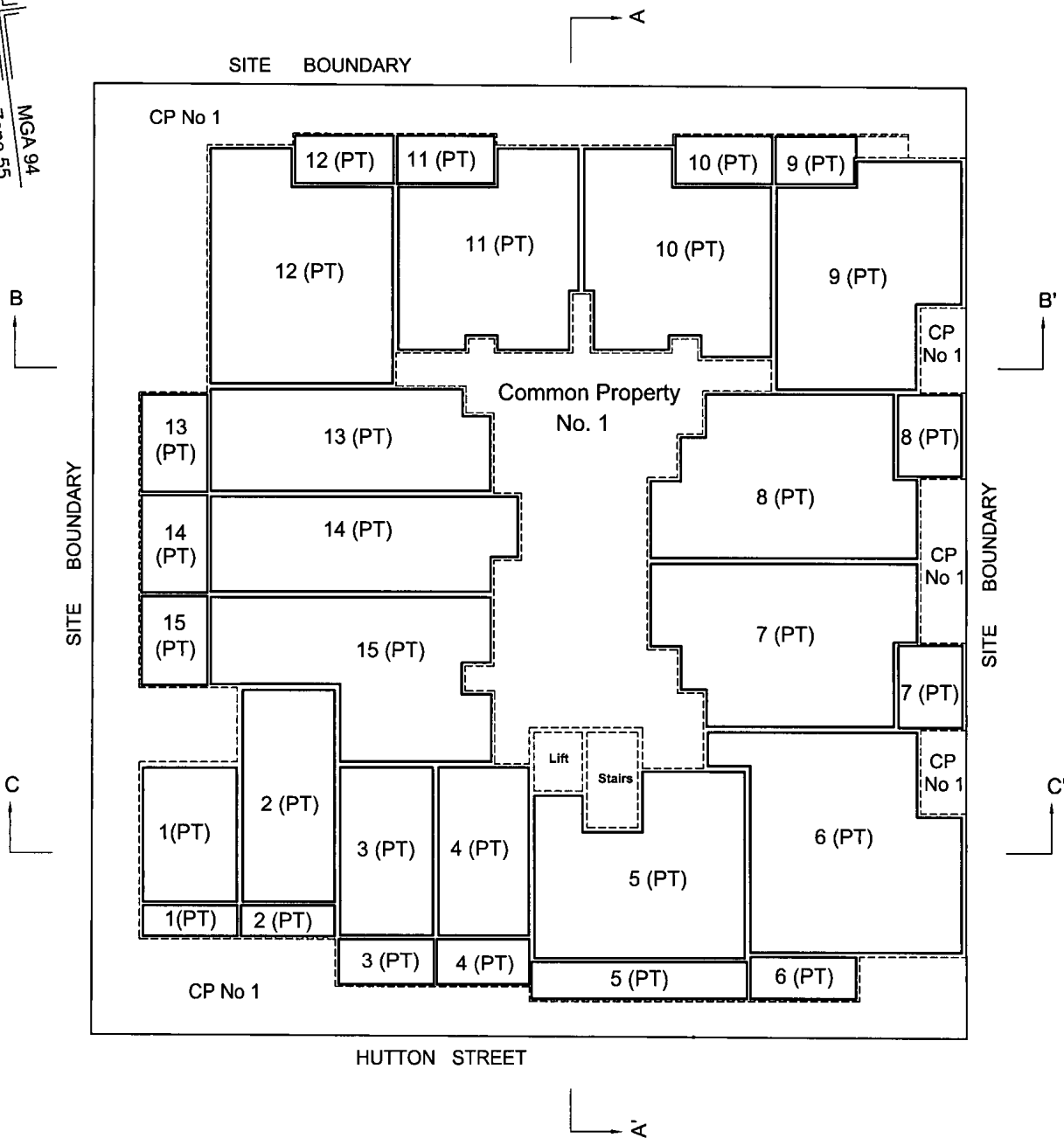


DIAGRAM 2
FIRST FLOOR PLAN

NACHA MOORE Land Surveyors P/L

Licensed Surveyors
& Development Consultants
226 Mitcham Road
MITCHAM, Vic. 3132
Phone (03) 9872 5512 Fax. (03) 9874 1823

2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR(PRINT) MALCOLM DOUGLAS MOORE

SIGNATURE *[Signature]* DATE 7/4/11

REF 8884 VERSION C

SHEET 3

[Signature]
DATE 13/4/11
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 628502Y

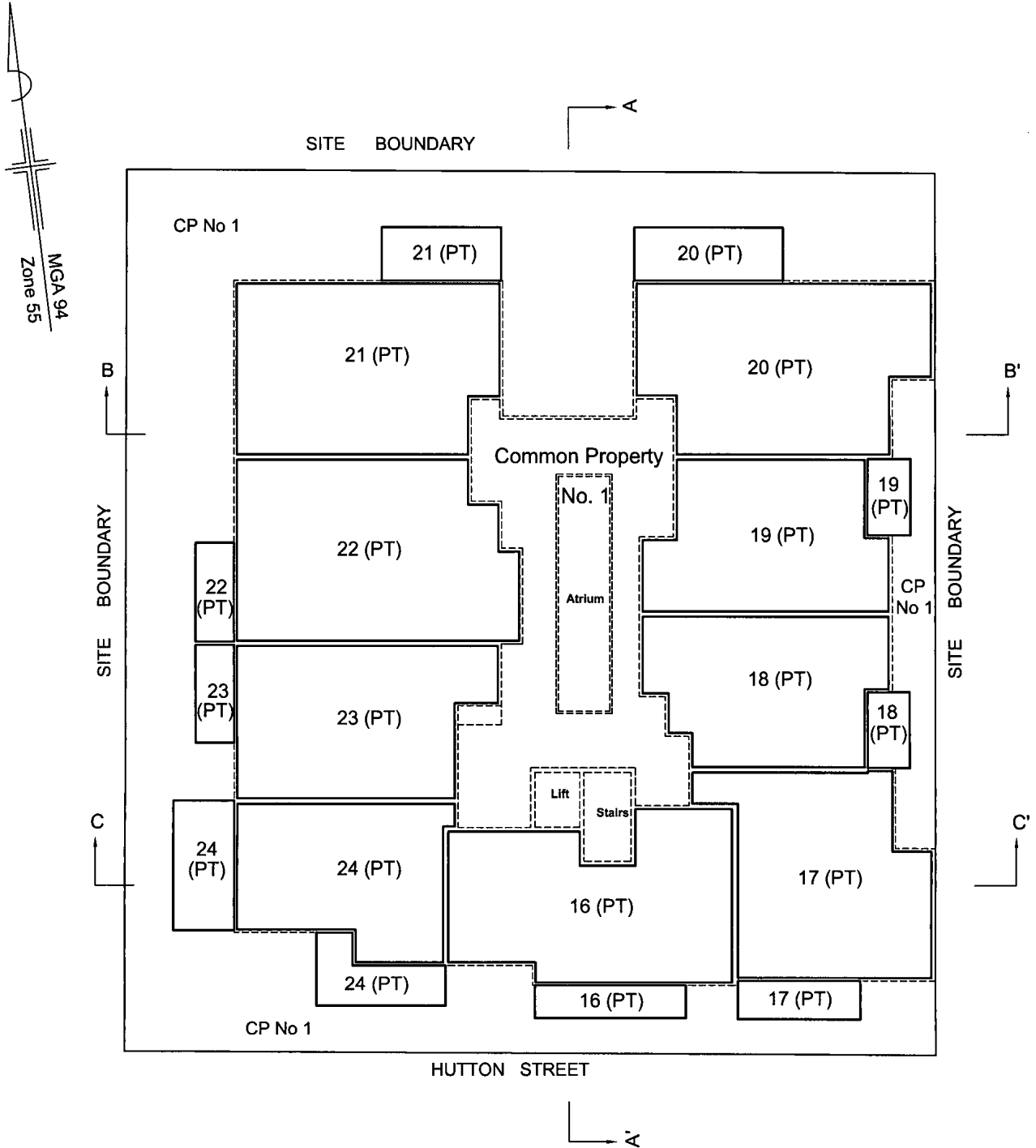


DIAGRAM 3
SECOND FLOOR PLAN

NACHA MOORE Land Surveyors P/L

Licensed Surveyors
& Development Consultants

226 Mitcham Road

MITCHAM, Vic. 3132

Phone (03) 9872 5512 Fax. (03) 9874 1823

2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR(PRINT) MALCOLM DOUGLAS MOORE

SIGNATURE *Malcolm Douglas Moore* DATE 7/4/11

REF 8884 VERSION C

SHEET 4

Roby Lee
DATE 13/4/11
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 628502Y

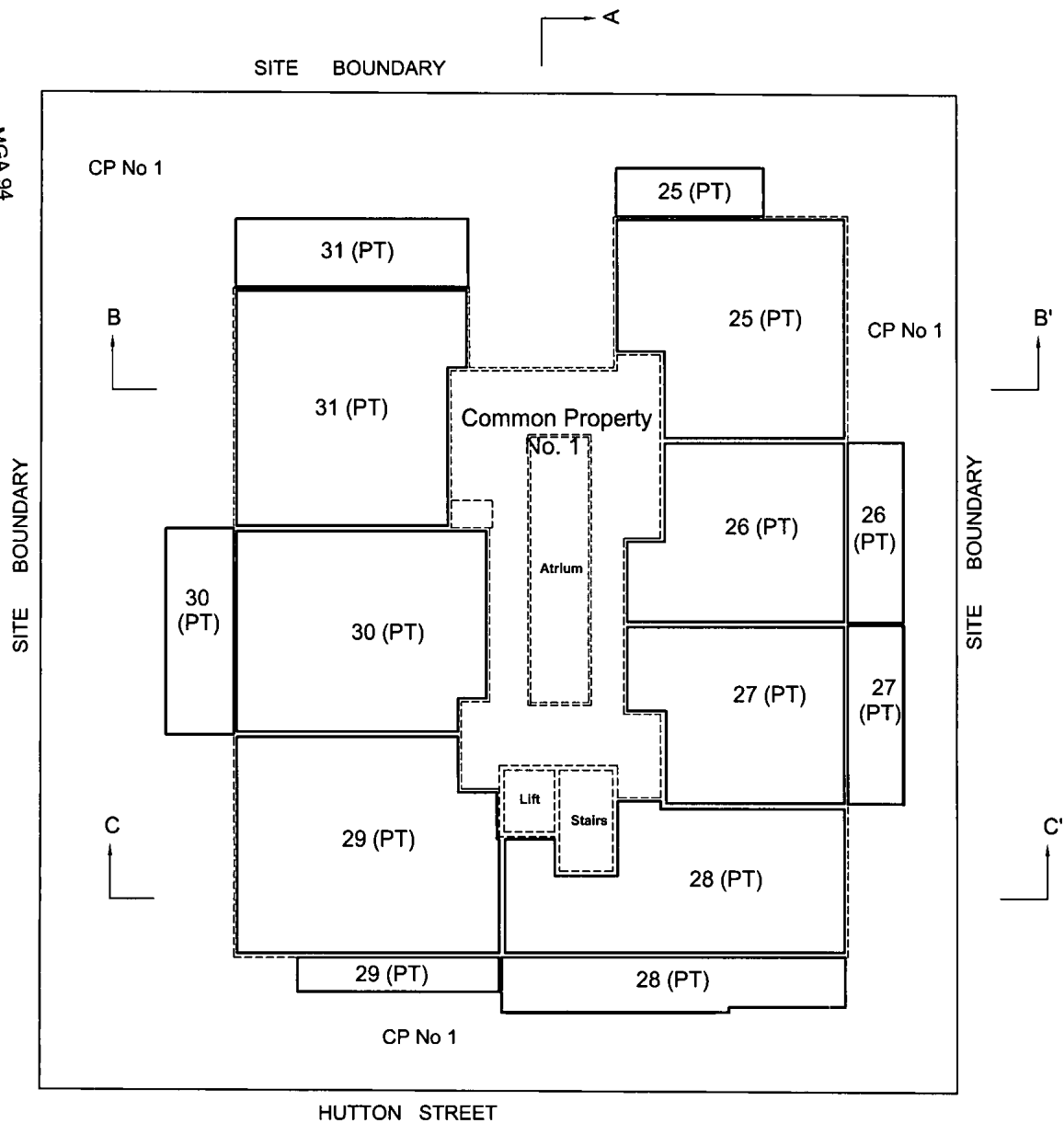


DIAGRAM 4
THIRD FLOOR PLAN

NACHA MOORE Land Surveyors P/L

Licensed Surveyors
& Development Consultants
226 Mitcham Road
MITCHAM, Vic. 3132
Phone (03) 9872 5512 Fax. (03) 9874 1823

2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR(PRINT) MALCOLM DOUGLAS MOORE

SIGNATURE *[Signature]* DATE 7/4/11

REF 8884 VERSION C

SHEET 5

DATE 13/4/11
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 628502Y

CP No 1

Atrium

Lift

28 (PT)

28 (PT)

16 (PT)

16 (PT)

5 (PT)

5 (PT)

11 (PT)

CP No 1

20(PT)

19(PT)

18(PT)

17(PT)

16(PT)

Foyer

CP No 1

CROSS SECTION A-A'
NOT TO SCALE

NACHA MOORE Land Surveyors P/L

Licensed Surveyors
& Development Consultants

226 Mitcham Road

MITCHAM, Vic. 3132

Phone (03) 9872 5512 Fax. (03) 9874 1823

2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET
SIZE

1:200

A3

LICENSED SURVEYOR(PRINT) MALCOLM DOUGLAS MOORE

SIGNATURE

Malcolm Douglas Moore

DATE 7/4/11

REF

8884

VERSION

C

SHEET 6

DATE 13/4/11

COUNCIL DELEGATE SIGNATURE

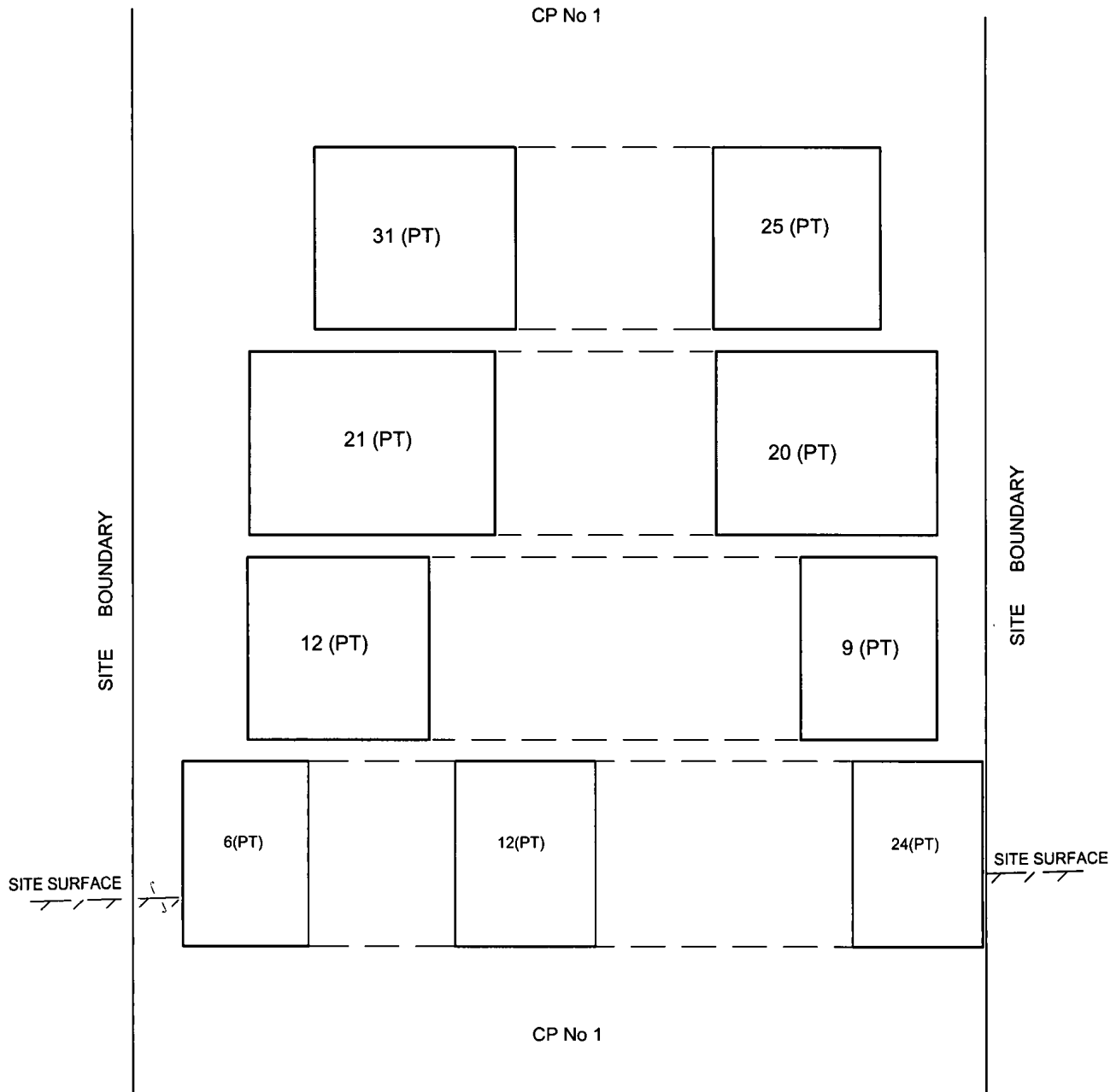
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 628502Y

CP No 1



CROSS SECTION B-B'
NOT TO SCALE

NACHA MOORE Land Surveyors P/L

Licensed Surveyors
& Development Consultants

226 Mitcham Road

MITCHAM, Vic. 3132

Phone (03) 9872 5512 Fax. (03) 9874 1823

2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET

1:200

SIZE

A3

LICENSED SURVEYOR(PRINT) MALCOLM DOUGLAS MOORE

SIGNATURE: *Malcolm Moore* DATE 7/4/11

REF

8884

VERSION

C

SHEET 7

DATE 13/4/11

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 628502Y

CP No 1

29 (PT)

28 (PT)

24 (PT)

24 (PT)

16 (PT)

17 (PT)

1 (PT)

2 (PT)

3 (PT)

4 (PT)

5 (PT)

6 (PT)

1 (PT)

2 (PT)

3 (PT)

4 (PT)

Foyer

SITE SURFACE

SITE SURFACE

CP No 1

CROSS SECTION C-C'
NOT TO SCALE

NACHA MOORE Land Surveyors P/L

Licensed Surveyors
& Development Consultants

226 Mitcham Road

MITCHAM, Vic. 3132

Phone (03) 9872 5512 Fax. (03) 9874 1823

2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR(PRINT) MALCOLM DOUGLAS MOORE

SIGNATURE *Malcolm Douglas Moore* DATE 7/4/11

REF 8884 VERSION C

SHEET 8

DATE 13/4/11
COUNCIL DELEGATE SIGNATURE



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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.

Produced 18/10/2025 11:23:30 AM

Status	Registered	Dealing Number	AS339821P
Date and Time Lodged	10/07/2019 12:22:22 PM		

Lodger Details

Lodger Code	17735D
Name	CASEY HOUSE & LAND TRANSFERS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

11267/833

Transferor(s)

Given Name(s)	OLUFEMI SUNDAY
Family Name	OREBIYI

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 275000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	ANDRE
Family Name	NGAWAKA
Address	
Unit Type	UNIT
Unit Number	2
Street Number	2



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

To Street Number	4
Street Name	HUTTON
Street Type	ROAD
Locality	DANDENONG
State	VIC
Postcode	3175

Duty Transaction ID
4579216

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	ANDRE NGAWAKA
Signer Name	SHARYN NARELLE WALLS
Signer Organisation	CASEY HOUSE & LAND TRANSFERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	09 JULY 2019

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	OLUFEMI SUNDAY OREBIYI
Signer Name	MADDISON VORKAPIC
Signer Organisation	PRO CHOICE CONVEYANCING
Signer Role	CONVEYANCING PRACTICE
Execution Date	10 JULY 2019

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.
Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AH887815U
Number of Pages (excluding this cover sheet)	12
Document Assembled	18/10/2025 11:23

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

AH887815U

08/04/2011 \$105.20 173



Lodged by:

Name: Macpherson + Kelley Lawyers Pty Ltd
Phone: 9794 2600
Address: 40-42 Scott Street, Dandenong 3175
Ref: PRM:GPM:176994
Customer Code: 1161S

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Certificates of Title Volume 3694 Folio 658 and Volume 8239 Folio 537

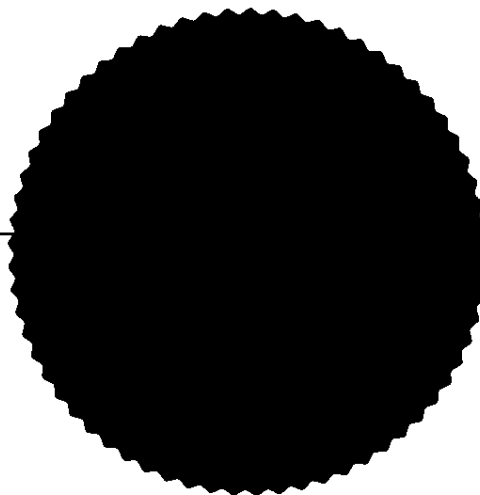
Authority: Greater Dandenong City Council of 39 Clow Street, Dandenong, Victoria 3175

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

Signature for the Authority:

THE COMMON SEAL of the GREATER)
DANDENONG CITY COUNCIL was affixed on)
behalf of the Council in the presence of a)
Councillor and the Chief Executive Officer)



Rm Black
Councillor

Roy Black
Name of Councillor

[Signature]
Chief Executive Officer

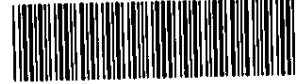
JOHN BENNE
Name of Chief Executive Officer

Date: 28/03/2011



AH887815U

08/04/2011 \$105.20 173



**AGREEMENT UNDER SECTION
173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

2-4 Hutton Street, Dandenong 3175

**GREATER DANDENONG CITY COUNCIL
("Council")**

- and -

**E & M FARAG PTY LTD
(A C N 065 928 752)
("Owner")**

**Ref: PRM:GPM:176994
Version No: 1**

{D0871579:1}
Macpherson+Kelley Lawyers Pty Ltd
ACN 109 702 650
ABN 33 993 716 899
Telephone +61 3 9794 2600
Website www.mk.com.au

Dandenong 40-42 Scott St
Dandenong Victoria 3175
PO Box 343 Dandenong Victoria 3175
DX 17501 Dandenong
Facsimile +61 3 9794 2500

Melbourne Level 22, 114 William St
Melbourne Victoria 3000
DX 174 Melbourne
Telephone +61 3 8615 9900
Facsimile +61 3 8615 9999

TABLE OF CONTENTS

1.	DEFINITIONS	1
2.	INTERPRETATION	2
3.	AGREEMENT UNDER SECTION 173 OF THE ACT.....	2
4.	EFFECT OF AGREEMENT	3
5.	SUCCESSORS IN TITLE	3
6.	COVENANTS OF THE OWNER.....	3
7.	COSTS	4
8.	NOTICES.....	5
9.	FURTHER ASSURANCE	5
10.	NO FETTERING OF COUNCIL'S POWERS	5
11.	WAIVER	5
12.	SEVERABILITY	6
13.	COUNTERPARTS	6
14.	GOVERNING LAW	6
15.	ENDING OF AGREEMENT	6

SCHEDULE

AH887815U



DATED the

28 day of March

2011
2008

BETWEEN:

GREATER DANDENONG CITY COUNCIL of 39 Clow
Street, Dandenong, Victoria ("Council")

AND:

The party referred to in Item 1 ("Owner")

RECITALS

- A. Council is the Responsible Authority for administration of the Planning Scheme under the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. Council has issued the Permit.
- D. The Permit allows for the development of the Land including the construction of a four (4) storey building comprising thirty-one (31) dwellings and associated car park in accordance with the Endorsed Plans, with a reduction in the car parking requirement and the bicycle facility requirement.
- E. Prior to the commencement of buildings and works associated with the Permit, Condition 6 of the Permit requires the Owner to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that Condition.
- F. Council and the Owner have agreed to enter into this Agreement to:
 - (a) give effect to Condition 6 of the Permit; and
 - (b) achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme.
- G. The Land is encumbered by the Mortgage.

GENERAL TERMS

1. Definitions

In this Agreement the following words have the following meanings unless the contrary intention appears:

"Act" means the *Planning and Environment Act 1987 (Vic)*;

"Endorsed Plans" means approved by Council to form part of the Permit;

"Commencement Date" means the date in Item 4;

"Item" means an item in the Schedule;

"Land" means the land described in Item 2;

AH887815U

08/04/2011 \$105.20 173



"Mortgage" means the mortgage described in Item 3;

"Owner" means the person referred to in Item 1, and entitled from time to time to be registered as proprietor of an estate in fee simple of the Land or any part of it;

"Permit" means Planning Permit Number PDA06/0019.01 issued on 10 December 2004 and any subsequent amendment thereto;

"Planning Approval" means any planning permit issued in accordance with the Act;

"Planning Scheme" means the Greater Dandenong Planning Scheme and any other planning scheme which applies to the Land and includes any planning control in the form of or similar to a planning scheme;

"Schedule" means the schedule forming part of this Agreement; and

"Termination Date" means the date in Item 5.

2. Interpretation

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4 A reference to a permit includes a reference to that permit and all amendments to that permit.
- 2.5 If the Owner comprises more than one person, this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a law includes any law amending, consolidating or replacing it or any regulation made under that law.
- 2.7 All headings are for ease of reference only and are not to be taken into account in the construction or interpretation of this Agreement.
- 2.8 The recitals to this Agreement are and are taken to be part of this Agreement.
- 2.9 Any reference in this Agreement to the Council includes (where applicable) its agents, officers, employees, servants, workers and contractors.

3. Agreement under Section 173 of the Act

The Council and the Owner agree that, without limiting or restricting their respective powers to enter into this Agreement and as far as it may be treated, this Agreement is made under section 173 of the Act.



4. Effect of Agreement

4.1 Commencement Date

This Agreement commences on the Commencement Date.

4.2 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or to advance (or both) the objectives of planning in Victoria and the objectives of the Planning Scheme and any matters incidental to those objectives.

4.3 Binding covenants

The obligations of the Owner under this Agreement take effect as covenants which are annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must, until such time as a memorandum of this Agreement is registered on the title to the Land, procure that the Owner's successors in title:

- 5.1 give effect to and do all acts and sign all documents which may be required for the Owner's successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by the terms of this Agreement as if the Owner's successors were named as the Owner under this Agreement.

6. Covenants of the Owner

The Owner:

- 6.1 must ensure that the owner's corporation and separate owners of each dwelling on the Land engage the services of a waste contractor to collect and dispose of waste generated on the Land, including all commercial, domestic and green/recyclable waste;
- 6.2 acknowledges that all owners and occupiers associated with the development of the Land forfeits the right to utilise the Council domestic waste collection services;
- 6.3 must ensure that the collection of refuse and recyclable materials from the Land must not detrimentally affect the amenity of the neighbourhood including but not limited to:
 - (a) the transportation of the refuse and recyclable materials;
 - (b) the appearance of any stored refuse and recyclable materials; and

- 4 -

- (c) the emission of noise, artificial light, vibration, odour, fumes, smoke, soot, ash, dust, wastewater, waste products, grit and oil;
- 6.4 must ensure that the collection of refuse and recyclable materials must only occur between the hours of:
- (a) 7am and 7pm on Monday to Saturday; and
 - (b) 9am and 6pm on Sunday and Public Holidays;
- unless otherwise agreed by written Council consent.
- 6.5 must provide for the application of this Agreement to each subsequent lot title created by the subdivision or consolidation of the Land;
- 6.6 must bring this Agreement to the attention of any mortgagee of the Land and of any assignee, transferee, lessee, licensee or occupier of the Land;
- 6.7 warrants that there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person other than the Owner affecting the Land not disclosed by the usual searches or notified to Council in writing before the Commencement Date;
- 6.8 warrants that no part of the Land is subject to any rights obtained by adverse possession or to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958 (Vic)*;
- 6.9 consents and agrees to Council making application to the Registrar of Titles to record this Agreement on the certificate of title to the Land in the register in accordance with Section 181 of the Act and to do all things necessary to enable the recording to be made in the register, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator; and
- 6.10 indemnifies and keeps indemnified Council against all costs, expenses, losses or damages which Council may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to the matters referred to in this Agreement or any breach of this Agreement,

all to the satisfaction of Council.

7. Costs

The Owner must pay, on demand, Council's costs and expenses (including legal and other consultants' expenses) of and incidental to:

- 7.1 the negotiation, preparation, execution, registration and enforcement or attempted exercise or enforcement of this Agreement or the ending of this Agreement as contemplated by Clause 15;
- 7.2 the administration and supervision of this Agreement by Council, except for administration and supervision which Council is obliged to carry out under its statutory duties; and

{D0871579:1}

AH887815U

08/04/2011 \$105.20 173



- 7.3 any request by the Owner for Council's consent or approval under this Agreement.

8. Notices

- 8.1 A notice or other communication required or allowed to be served by a party on another party must be in writing and must be served:

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in Item 6 or Item 7 (as the case may be) or as subsequently notified to each party from time to time; or
- (c) by sending it by fax.

- 8.2 A notice or other communication is taken to be served:

- (a) if personally delivered, on the next business day following delivery;
- (b) if posted, on the expiry of two business days after the date of posting; or
- (c) if sent by fax, at the time recorded by the fax machine of the party sending the transmission, provided that:
 - (i) the transmission is successful and has been transmitted in its entirety; and
 - (ii) if the time recorded is after 5.00pm, the time is taken to be 9.00am on the first business day following transmission.

9. Further Assurance

Each party to this Agreement must sign and execute all further documents and do all acts and things as may be required by Council to give effect to the terms and conditions in this Agreement.

10. No Fettering of Council's Powers

The Owner acknowledges that this Agreement does not fetter, limit or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the grant of any Planning Approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

11. Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner does not in any way amount to a waiver of any of the rights or remedies of Council under this Agreement.



12. Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

13. Counterparts

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

14. Governing Law

This Agreement takes effect, is governed by and to be construed in accordance with the laws from time to time in force in the State of Victoria.

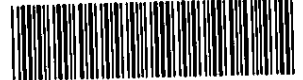
15. Ending of Agreement

15.1 This agreement ends on the Termination Date.

15.2 As soon as reasonably practicable after this Agreement has ended Council may (but is not obliged) at the request and cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement in the register.

AH887815U

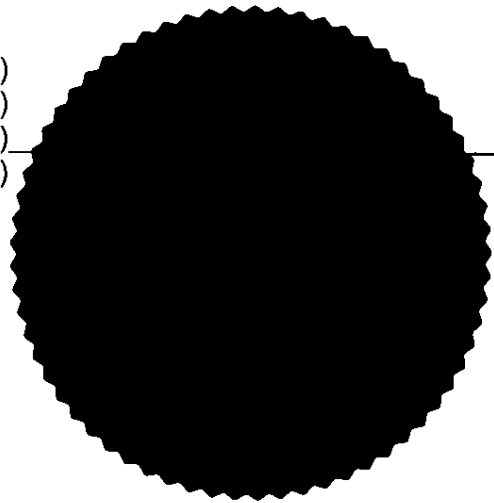
08/04/2011 \$105.20 173



- 7 -

EXECUTED as a Deed:

THE COMMON SEAL of the GREATER)
DANDENONG CITY COUNCIL was affixed on)
behalf of the Council in the presence of a)
Councillor and the Chief Executive Officer)



Rm Bladej
Councillor

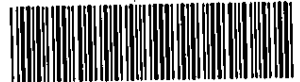
Rm Bladej
Name of Councillor

[Signature]
Chief Executive Officer

JOHN BENNIE
Name of Chief Executive Officer

AH887815U

08/04/2011 \$105.20 173



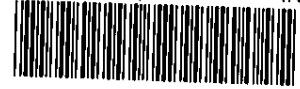
EXECUTED by E & M FARAG PTY LTD)
(A C N 065 928 752) in accordance with the)
Corporations Act)

[Signature]
Signature of Director/Secretary

Emad Farag
Name of Director/Secretary

AH887815U

08/04/2011 \$105.20 173



MORTGAGEE CONSENT

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ABN 11 005 357 522) as mortgagee under registered mortgage number AH214305C (for Certificate of Title Volume 08239 Folio 537) and AH214305C (for Certificate of Title Volume 03694 Folio 658) consents to this Agreement.

MAT CIAQUINTA
ASSISTANT MANAGER



AH887815U

08/04/2011 \$105.20 173



Schedule

Item 1 Owner	E & M FARAG PTY LTD
Item 2 Land	2-4 Hutton Street, Dandenong Victoria 3175 being the whole of the land in Certificates of Title Volume 8239 Folio 537 and Volume 03694 Folio 658 including any lot created by the subdivision or consolidation of any part of the above Certificates of Title.
Item 3 Mortgage	AH214305C (for Certificate of Title Volume 08239 Folio 537) and AH214305C (for Certificate of Title Volume 03694 Folio 658)
Item 4 Commencement Date	The date of this Agreement
Item 5 Termination Date	The date on which Council provides written notice to the Owner that all the requirements of this Agreement have been fulfilled
Item 6 Address of Council	39 Clow Street, Dandenong, Victoria 3175
Item 7 Address of Owner	11 Coral Island Court, Patterson Lakes Victoria 3197



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 18/10/2025 11:23:29 AM

OWNERS CORPORATION 1
PLAN NO. PS628502Y

The land in PS628502Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 31.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

EXCEL STRATA MANAGERS SUITE 12 14 ALBERT STREET BLACKBURN VIC 3130

AR703281B 29/11/2018

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:

1. AJ162316Q 30/08/2011

Additional Owners Corporation Information:

OC010633C 03/05/2011

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2025 11:23:29 AM

OWNERS CORPORATION 1
PLAN NO. PS628502Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Total	3100.00	3100.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2025 11:23:29 AM

OWNERS CORPORATION 1
PLAN NO. PS628502Y

Statement End.

OWNERS CORPORATION 628502Y

2-4 Hutton Street
DANDENONG VIC 3175

Excel strata managers

Excel Strata Managers
ABN 18130728108
12/14 Arkar St
Blackburn VIC 3136
Ph: 03 9894 3077
admin@excelstrata.com.au

Andre Ngawaka
Unit 4
2-4 Hutton Street
DANDENONG VIC 3175

Tax Invoice
ABN 12812694031
Date of Notice: 26/08/2025

OWNERS CORPORATION FEE NOTICE

Owners Corporation Act 2006 Section 23, 24 & 31 Owners Corporation Regulations 2018 and Owners Corporation Rules

RE: Lot 4, Unit 4 OC628502Y, 2-4 Hutton Street DANDENONG VIC 3175

Payment is due within 30 days of the date of this notice or by the due date specified below

All amounts listed include GST unless otherwise specified

Due Date	Ref	Details	Admin	Maintenance	Int	Paid	Due
01/10/2025	1287	Standard Levy (01/10/25 - 31/03/26) ^A	\$3,679.70	\$0.00	\$0.00	\$0.00	\$3,679.70
Credit \$0.00						Total Amount Due \$3,679.70	
* Current period levies in this Tax Invoice total \$3,679.70. GST included is \$334.52.							

Interest will accrue daily on unpaid fees at an annual rate of 10.99% until paid.
The amount of interest has been calculated in accordance with the current rate under the Privacy Interest Rates Act 1988 (VIC).
This rate is subject to change.

Page 1 of 1

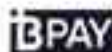


DEFT
PAYMENT SYSTEMS

Ways to pay**CARD OR DIRECT DEBIT**

DEFT Reference Number:
21532435150407

Visit deft.com.au to pay by card or direct debit.
Payments may occur a fortnight.

**BPAY**

Billid Code: 90503
Ref: 21532435150407

Mobile & Internet Banking - iBPAY
Make this payment from your preferred bank account

**POST BILLPAY**

*488 215324351 50907

Pay Inquiries at Australia Post by phone or cheque.
Cheques payable to HUTTON 2-4 OC 628502Y

OWNERS CORPORATION CERTIFICATESection 151 – Owners Corporations Act 2006
Regulations 16 & 17 of the Owners Corporations Regulations 2018

Owners Corporation Number : **PS 628502Y**
Vendor : **Andre Ngawaka**
Purchaser : **TBA**
Required by : **Landata Pty Ltd**

This certificate is issued for **Lot 4** on Plan No: **PS 628502Y** the address of which is: **Unit 4, 2-4 Hutton Street, Dandenong, VIC, 3175.**

1. The present fees for **Lot 4** are **\$3,679.70 per quarter, payable in advance.**
2. The fees are paid to **31st December 2025.**
3. Unpaid fees are **NIL.**

PAYMENTS MADE BY PEXA MUST BE BY BPAY:

Fees paid on settlement using PEXA, are to be made using the specific BPAY reference as detailed below:

Biller Code: 96503
Ref: 21532435150407

4. A special levy has been raised in order to pay off the required loan taken out by the Owners Corporation, in order to facilitate the required repairs and works to the property. The special levy amount is \$2,200,000.00; Lot 4 was required to pay \$70,968.00. This has been paid.
5. The Owners Corporation has performed an extensive number of repairs and works, required to satisfy the various Building Notices and Orders served upon it and fix the well-documented defects at the property. Presently, the cost of work not funded by CSV, have been paid by a Loan from Lannock Capital 2 Pty Ltd. These works and required repayment may incur additional charges to that set out above.
6. The Owners Corporation presently has the following insurance cover:

Company:	CHU Underwriting Agencies Pty Ltd
Policy No:	HU0000014674
Kind of Policy:	Residential Strata Insurance
Building amount:	\$13,615,000
Public Liability:	\$20,000,000
Expiry Date:	14 th June 2026
7. Current funds held by the Owners Corporation are **\$3,749.70** (some of these funds are allocated for loan repayments and are not available for any other purpose).
8. The Owners Corporation has other liabilities that it is aware of not specified in Items 1 to 4 above. These liabilities relate to the ongoing legal action to recover the cost of defect rectification.
9. The following contracts, leases, licenses, or agreements are place affecting the common property:

Lannock Capital 2 Pty Ltd	Finance of defect rectification	10 years from July 2019
TKE Elevators	Lift Maintenance	3 years from April 2023
10. The Owners Corporation has made agreement to provide services to lot owners, in relation to defect rectification, whereby the immediate safety of the building is at risk and in respect to holistic waterproofing issues, affecting all balconies. These works have been completed.
11. There are no outstanding Building Notices & Orders served upon the Owners Corporation. Details of the now cancelled orders and notices are provided below:

- Building Order (Minor Work) - Dated 4th March 2019 – Reference RS-225 BOMW 01/19: – Cancelled as works completed refer enclosed letter dated 15th June 2020.
 - Building Order (Minor Work) - Dated 4th March 2019 – Reference RS-225 BOMW 02/19: – Cancelled as works completed refer enclosed letter dated 15th June 2020.
 - Building Notice – Dated 28th May 2020 – Reference RS-225 BN-002. Cancelled as works completed refer enclosed letter dated 6th July 2022.
 - Building Order (General) – Dated 28th May 2020 – Reference RS-225-BO-001. Cancelled as works completed refer enclosed letter dated 6th July 2022.
 - Building Order (Minor Work) - Dated 28th May 2020 – Reference RS-225-BOMW-003. Cancelled as works completed refer enclosed letter dated 6th July 2022.
12. The Owners Corporation is party to legal proceedings in respect to the defective construction of the property and multiple proceedings relating to debt recovery from various lot owners.
 13. The Owners Corporation is currently managed under administration. All correspondence should be sent to George Morris C/- Excel Strata Managers, 12 /14 Albert Road, Blackburn 3130.
 14. The appointment of the Administrator has been extended on various occasions and is currently in place until 2 April 2026.
 15. The minutes of the last Annual General Meeting, (conducted by the last registered Management Company (SMV) the prescribed Statement required to accompany the Owners Corporation Certificate (Regulation 17, Schedule 3); the Model Rules and the Special Rules for this Owners Corporation, are attached herewith.

NB. The last Annual General Meeting was conducted before the period of Administration commenced. The minutes are enclosed as a procedural requirement under the provision of this certificate. However, they have no bearing on the affairs of the Owners Corporation. There is no requirement for AGM's to be held when the property is under Administration as owners do not have any decision making power.

Issued for and on behalf of

Owners Corporation PS 628502Y (under Administration)

By the registered and appointed OC Managers

Excel Strata Managers Pty Ltd

Date 21 October 2025.

The information provided within this certificate is correct to the best of our knowledge as at the date of issue.

The information herein is subject to change without notice.

A verbal update may be provided on request within 30 days of issue (thereafter a new certificate must be sought in the prescribed manner).

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.

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 subcommittee 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.



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	Instrument
Document Identification	AJ162316Q
Number of Pages (excluding this cover sheet)	4
Document Assembled	14/09/2018 14:40

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Owners Corporation Amendment or Re Section 142 Owners Corp

Name: OCV MANAGEME
Phone: 03 9417 9600
Address: Level 1 / 68 Mollie
Reference: OCV-628502Y
Customer Code: 137815

Owners Corporation Number: 62850

Supplied with this notification is:

1. The copy of the rules of the Owr
2. The special resolution passed on 2006 authorising the making, am

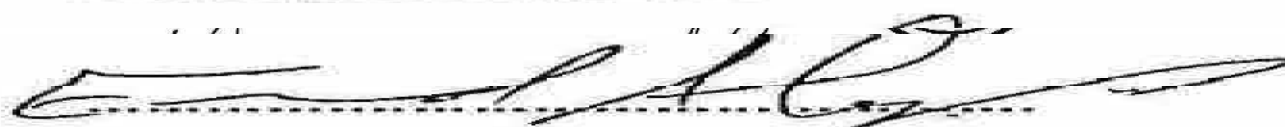
Dated: 6th July 2011

Signature of Applicant: (Agent of the



Stephen L.
Secor

The common seal of Owners Corpor
Plan number: PS 628502Y
was affixed in accordance with
Section 21 of the Owners Corporatic
in the presence of :



Full name: Emad Farag
Owner Lot 1
11 Coral Island Crt
PATTERSON LAKES. VICTORIA. 3197

For current information regarding

THE BACK
Land Victoria, 570 Bo



8. An owner or occupier of a property who is responsible for the property and the regulations and the

9. An owner or occupier of a property who is responsible for the property and any trade or business

9.1 the planning and the development of the property and the work to be carried out

9.2 any requirements for the property and the work to be carried out

9.3 the trade and the business and the work to be carried out

10. An owner or occupier of a property who is responsible for the property and the work to be carried out

11. An owner or occupier of a property who is responsible for the property and the work to be carried out

Smoking

12. An owner or occupier of a property who is responsible for the property and the work to be carried out

13. A guest of an owner or occupier of a property who is responsible for the property and the work to be carried out

14. An owner or occupier of a property who is responsible for the property and the work to be carried out

15. A guest of an owner or occupier of a property who is responsible for the property and the work to be carried out

Resident moving in or out

16. An owner or occupier of a property who is responsible for the property and the work to be carried out

17. An owner or occupier of a property who is responsible for the property and the work to be carried out

18. Prior to moving a property, a representative of the common property must be contacted for the purpose of the repair. An owner or occupier of a property arising from the repair.

19. An owner or occupier of a property who is responsible for the property and the work to be carried out

(a) do so without the permission of the manager;

(b) permit any person to enter the property without the permission of the manager;



- (c) permit any v
- (d) conduct ope
lobbies or re
- (e) place any ful
property othe
- (f) permit any fu
property incl

the int door;

- 20. An owner or occup
Corporation for any
an owner or occup
the Manager (and
may recover the ar

Rubbish disposal

- 21. An owner or occup
material anywhere
Waste Manageme

authority's requirements.

- 22. An owner or occup
Municipal authority

Pets

- 23. An owner or occup
or (1) cat on the pr

- 24. An owners or occu
not exceeding 10k

- 25. An owner or occu
ensure that all ex
collected and disp
rubbish.

Signage

- 26. No signage, other
attached to commo

- 27. Owners wishing to
obtain written appr
and lodge the appr

I certify these rules to be th
Owners Corporation Dated 1

Stephen K Danne

Stephen K Danne

Secretary

OCSP: 628502Y

2-4 Hutl

Minutes of Annual General Meeting
Owners Corporation 628502
2-4 Hutton Street, DANDENONG VIC 3175
Held at Meeting Room 2, Strata Management Victoria, Suite 1, 94 High St, Berwick
On the 14-May-18 5:30 PM

1. Attendance:

Lot #	Name
1,3,5,6,14,16,17,19,20,21,26,27,29,30,31	Mr E Farag, Mr Elhiffi (LOH Legal) Mr S Lobria
2	Mr Moffatt
12	Mr & Mrs Soh
22 23	Mr Said Mr Weerakoon

Caroline Dolling for Strata Management Victoria

2. Proxies: The following Proxies were tabled

Lot #	Owner	Proxy To
8,11	Mr & Mrs Jaganathan	The committee
22	Mr Farah	Mr Said

It was also stated that under Section 94 of the Owners Corporation Act 2006 any member present who is currently in arrears will not be entitled to vote on any general resolutions.

3. Apologies: There were no apologies tabled.

4. Meeting Chairperson:

It was resolved that Caroline Dolling be appointed as Meeting Chairperson and Secretary.

5. Committee report:

There was no Committee Report presented to the Annual General Meeting of the Owners Corporation.

6. Management Report:

The Management Report was accepted as tabled.

7. Complaints/Dispute Resolution Report:

There were no Complaints on the Prescribed Format lodged nor Dispute Resolution Meetings conducted on behalf of the Owners Corporation in the Financial Year.

8. Minutes of Previous Meeting:

It was resolved that the Minutes of the Annual General Meeting held on << Meeting Register - Last Held >> are confirmed as a true and correct record.

9. Financial Statements:

It was resolved not to accept the Financial Statements of the Owners Corporation for the period from 01/04/2017 to 31/03/2018 showing Total Owners Funds of \$26,090.74_ as presented. Mr Elhiffi wanted all invoices presented to him on behalf of Mr Farag before the financials would be accepted

10. Insurance Valuation:

It was resolved not to obtain a Property Valuation for Building Insurance purposes.

11. Insurance:

It was confirmed that the Owners Corporation manager advised that they are an authorised representative of CHU Underwriting Agencies Pty Ltd and Consolidated Insurance Agencies Pty Ltd for the transaction of strata insurance products and as such is qualified to give general advice about insurance offered by them only.

It was resolved that Owners Corporation will be responsible for paying the Excess on the claim.

The Manager told the meeting that Lot Owners should ensure the Owners Corporation adequacy's of coverage by viewing the Policy Disclosure Statement (PDS) on the website of the incumbent insurer.

12. Maintenance Plan:

It was resolved not to obtain a Maintenance Plan.

13. Compliance:

a. Occupational Health & Safety:

It was resolved that the Owners Corporation acknowledges it has been advised by the Manager that the Owners Corporation has a responsibility in relation to Occupational Health and Safety on the common property and the need to continually monitor the risks accordingly.

b. Essential Safety Measures Audit:

It is noted by the Manager that an Essential Services Audit is to be undertaken for this property on all Common Property ESM items.

14. Accepted Budget:

a. Administration Budget:

It was resolved not to accept the budget as presented. Mr Farag presented his own budget which Strata management considered unacceptable as it would not cover the expenses for the Owners Corporation for the year. Strata Management Victoria then resigned as Owners Corporation Manager as Mr Farag was holding a majority vote.

Meeting closed at 6.30pm

**VICTORIAN CIVIL
CIVIL DIVISION**

OWNERS CORPORATIONS LIST OWNERS CORPUS

CATCHWORDS

Appointment of administrator
unable to properly perform
exercised — sections 173 and 174
cladding — referral to Director

APPLICANT

APPLICANT

FIRST RESPONDER

SECOND RESPONDER

BEFORE

HEARING TYPE

DATE OF HEARING

DATE OF ORDER

CITATION

ORDER

For the reasons provided:

1. E & M Farag is
Respondent to the proceedings.
2. The document
to be treated as
those of Owner.
3. Pursuant to s.
Twiselton of E
3Y30, is appointed
6 August 2012.
4. During the period
administrator

do.

5. The remuneration in accordance with the Contract of A Owners Corp liabilities.

6. The administration course of his expenditure of first giving ca The requirements apply to any necessary to e

7. Any lot owner any order ext willing to me

8. The costs (inc application for Any application Campana in c Respondent n respond in wi given. If no a shall be no or

9. The principal Director of C inspection if

10. The principal the parties by matt@excels



K. Campana
Member

APPEARANCES:

NAME OF APPLICANT

NAME OF FIRST RESPONDER

NAME OF SECOND RESPONDER

For Applicant

For First Responder

For Second Responder

Other (Please specify) (1/10/10)

REASONS

- 1 Dysfunctional (the OC). The some lot own in affairs, and It is hard to in in the best int
 - 2 Lot owner, G appoint an ad Dandenong (
 - 3 Mr Edwards and owner of defects or fia
 - 4 Emad Farag (Respondent voluntary ma
- interests of the lot owners.
- 5 For the reason way I can ha under the On and interests

Proceeding Discontinued

PROCEEDING BACK

- 6 This applicat at the time, a
 - 7 The matter c appearance b aware of the detailing the
- August 2018.
- 8 At the return Tim Greenw After some o named as a s Greenway w
- joinder.
- 9 There was no appearance for the OC.
 - 10 The hearing change of ba long day, I re urgency of th

11 Prior to the need
about the safe
orders requiring
an order was
Tribunal on a
reasonable on
safety reports
5pm on 4 Aug

The Law

12 A lot owner or
administrator
out in the OC
Court consider
incapacity, or
being affected
operational or
interests of lot

13 While the Sup
in similar terms
the OCA Act.

14 When consid
the Supreme
it was import

15 I was referred
an administra
acting dysfun
each case mu

16 It, after consi
to appoint an
terms and con

17 The effect of
owners corpo
the actual ord
is no consult

¹ Section 173 of the OCA Act.

² Ibid, @ paragraph 21.

⁴ Ibid. @ paragraph 52.

² *McKinnon v Adams* [2011] VCAT 2012, *Laubans*

⁵ *Owners Corporation 1301 v Owners Corporation 1301* [2011] VCAT 2012, *Laubans*
1301, Cooper v Owne
v Owners Corporation

⁶ Section 174 of the OCA Act.

operates.⁷ An exercise due

18 To determine managed inefficiencies and obligations

19 An owners co-faith and must at each annual chairperson and to the duties of diligence, a manner position, whether direct duty under the

20 An owners co-functions.¹³ T Only a registered receive a fee

21 An owners co-the chattels. If its enjoyment immediate and or to prevent not require a

22 However, a local application to

is the OC dysfunction

23 The Applicant OC is plagued owners. He has interest in making delays, emergency history and a

corporation.

⁷ Section 176 of the OCA Act.

⁸ Section 177 of the OCA Act.

⁹ Section 5 of the OCA Act.

¹¹ Section 117 of the OCA Act.

¹² Section 117 of the OCA Act.

¹³ Section 117 of the OCA Act.

¹⁰ Sections 100, 103(1),

¹² See commentary @ p

¹³ Section 117 of the OCA Act.

¹⁴ Subsections 119(2) and

¹⁵ Section 46 of the OCA Act.

¹⁶ Section 52(b) of the OCA Act.

¹⁷ Section 133 of the OCA Act.

24 In considering
at the hearing
affidavits of E
documents ter

The building. It's lo

25 One of a num
Ltd (the Buil
March 2011.
residing there

26 The Applicant
of an adminis
Respondent L
expressing th

27 The OC has b
OCV manage
Management
those meeting
from the evid
defects, was t
special resolu
says the Buil
meeting was

28 A committee
Adrienne Pal
but there was
The Applicant
Palmer and N
arrears with t
minutes, says

meeting and the minutes are incorrect.

29 While the Bu
a special mee
from the 14 N

from the 14 May 2010 from.

30 The Builder

¹⁸ Minutes of Annual Ge
on 31 January 2017

¹⁹ Section 107 of the OCA Act

²⁰ Minutes of 22 June 20

²¹ Minutes of 22 June 20
requesting document
against him, includin
controlling the OC.

The Builder's statement

31 The Applicant is receiving a benefit from the out work.

32 One of the Builders has been under contract. This has been come under contract. The owners seem to be a firm who charged a figure of \$700,000 to reject that claim that the \$700,000 \$5,000 has been himself criticized in May saying reminded that

state.²³

33 At the time the cleaning in 2018

34 At the 2018 / 2019 in significant maintenance was ultimately the cost to address with legal costs resolved by s

35 The Applicant Builder looking at detriment of

36 The Applicant shortcuts are

37 The proposed \$2,000 and is referred to as this fee will be carrying out a name of this Builder's em

²² Email from Emad Far companies is paid for

²³ Evidence of the builder *very dirty - we engage*

²⁴ Committee meeting m

²⁵ Budget table at item 9

38 The Builder has building, and cost capped.

39 After appointment
Builder sought
received by the
information re

40 On 25 July 20
them of this re

Mr Grae
appoint a
an admin
approval
Tribunal

result the following:

* High c
from \$1,
per quar
keeping

* Payme
do now

* We are
Cladding

* As on
site for s

Your im
ready fo
step and
your ref
which is
attendar

41 Six lot owner
administrator.

Building defects in

42 The Applicat
and that the C
gone nothing

43 The Builder
most of the i
failure by the

36 Email from Emad Fas
address of accounts

snacino.

VCAT Reference No. 0

44 In October 2010, the Building Order (Building Order).²⁷ It required the building to be maintained. The use of timber verandahs. It is understood that the Builder in question did not need for a judgment by applying for a building permit.

45 In February 2011, Dandenong Council highlighted a Notice was a requirement that this is not paid for constructed it.

46 In the latter half of the Defects Report, Overall workmanship over years of Safety is a material issue.

47 The Roscon notices and the into flammability \$598,647.30

48 The Builder the Roscon has only gone Builder says five or six verandahs rectification

49 After resigning OCVI Group Report and in constant contact years, in the

²⁷ Building Order dated 2010
²⁸ Affidavit of John Lee
²⁹ Building Notice dated 2010
³⁰ Email from Dec Dan

respond, or w
meaningful w

50 The Builder s
surveyor who
document, as
this surveyor
members of t

money.³³

51 In 2017, the
from the Buil
time, includin

52 In March this
Building Cor
Resolution V
action and as
proceed to V
proceed with
matter shoul
and talk it th
maintenance

53 The Builder
action related
be a conflict
benefit in see
legal fees.

54 The Applican
defect rectifi
presented to
(citing a reco
prefer to eng
prior to engage an independent contractor.

Emergency fire safety issues

55 Recent high
November 20
audit into the
Following or
Building Au
issuing emer

56 The OC rece
Surveyor det

³¹ Affidavit of Rebecca

³² Email from Emad Fa

³³ Ibid.

³⁴ Email from Emad Fa

(EPS) formed
EPS Notice w
the OC to esta
occupation and use promoted.

57 On 8 March 2
Assessment (C
considering th
assessment of
igniting the c

58 Red Fire reco
(Stage 1), inc
store flamma
recommenda
Stage 1 and S
reasonably sa

59 The Builder t
says it should
has been carr
Jonathan Bar
note that it re
(ESM) audit,

60 Despite the E
was not "vial
contact with

61 Given the ex
author and th
should disre
contained wi

62 An ESM auc
April 2018 (C
stated by a F

63 The Basic Es

It was o
many E
those ca
Compe
to main
bolting

37 Table 10 of the Red Fire report

35 Building Notice from
36 Ibid. paragraph 8.1.

38 Table 4 of the Red Fire

39 Clause 6.24 of the Red

40 Email from sent from

41 Page 3, Executive Su

and costly works.⁴²

The ESM
believe t

Fire report.

64 It is unclear v

65 In May 2018,
was sent by the
cladding issue
affecting the
general busin
the Red Fire
and were enc

in these reports.

66 At the hearing
"scanned" in
read them pro

67 On 15 June 2
off on the co
response to t
retrieving do
still pursuing

68 In early July
the fire syste
requirements
with the clad
No report or

69 The Municip
Fire report a
the defects a
says he has t
the building

70 The Builder
to carry out :
2018, refers
Builder says
When asked
Builder renli
stepped off n
Corp". This
administrato
not that bad

⁴² Ibid

⁴³ Link Fire invoice 170
⁴⁴ Affidavit of John Lee

⁴⁵ Ibid. at para 5.

comply". At 8 about the report the situation. efficiently and

71 The Builder h application for the Dobbs Do weeks.

A manager with a an owners corpora

72 The Applicant related to bui in managing

73 The Builder s trade and is v building is th development before, he rat advice.

74 In October 19 contravention hearing the B contravention.

75 In December reimburse an \$263,706.40. arose as a res rejected by the Tribunal.

76 In September Builder's bui storey develo in the Review reprimand.

77 When asked against him, and only a cc something to shy from.

78 The Builder undertaken in the OCAAct as or holding pr

79 The Builder did not mean

committee".

elected to the
The Builders

Conclusion

80 The Applicant
made appoint
manager who
that the losers

81 The Applicant
has an overw
of interest. I
example of d

82 The Applicant
manager and
experience to
significant de
evacuation order.

83 The Builder
facing the OC
actions in the
been said abo
and May 201

84 The Builder
left "rudderl
leave.

85 The Builder
serious thing
have acted m
and signed o
that with the

86 It is obvious
OC, the num
emergency s
significantly

87 I do not acce
now suddenl
for the benefit of lot owners.

88 I make this a
manner in w
presented. W
actions, the I
then quickly

He is more in
acknowledge

89 While the ma
administrator,
informed abo
way the OC h
attitude may
a consideratio

owners best interests.

90 The OC has n
not be approv
defects were
operating bud
financial year
to fix the defe

91 The evidence
services to lo
circumstance
administrator

92 The Builder s
administrator
alternatively
section 165 o

administrator.

93 Given the urg
has about his
suggestions.
track is throu

Appointment of Administrator

Appointment of A

94 The Applicat
Strata Manag

95 Mr Twiscltor
administrator
actions taken

96 Mr Twiscltor
manager and
acknowledge
displayed an
obligations a
functioning a

97 I am satisfied
and that he p

98 Both the App
appointment.

99 The Applicant
Builder seeks
that is facing
scope of work
twelve month
apply should
term needs to

100 Both the App
lot owners if
expenditure o
into account t
safety issues.
transactions a
notified if a d
order I shall r
administrator
safety or prev
carry out sign

101 I shall also m
the administration
the administration

Referral to Consumer Affairs

Referral to Consumer Affairs

102 The Applicant
Affairs. I con
questions hav
the managem

103 An order will
these reasons
made availab

Costs

104 Some submis
submitted tha
assessment o

105 The course pr
the applicatio

106 I have includ
related to cos

K. Campaña
Member

121

Section 52(b) of the O
VCAT Reference No. OC

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

CIVIL DIVISION

OWNERS CORPORATIONS LIST

VCAT Reference: OC1321/2018

APPLICANT: Graeme Edwards

FIRST RESPONDENT: Owners Corporation PS628502Y

SECOND RESPONDENT: E & M Farag Pty Ltd ACN: 065 928 752

WHERE HELD: Videoconference

BEFORE: Member C. Powles

HEARING TYPE: Hearing

DATE OF HEARING: 9 February 2023

DATE OF ORDER: 9 February 2023

ORDERS

1. For reasons given orally at today's hearing, the second respondent's application for an adjournment of today's hearing is refused.
2. Under s 174 of the *Owners Corporations Act 2006*, Matthew Twiselton of Excel Strata Managers, Suite 12, 14 Albert Street, Blackburn VIC 3130, is reappointed **administrator of Owners Corporation PPS628502Y, until 9 February 2025.**
3. During the term the administrator may, under s 176 of the Act, do anything that the Owners Corporation can do.
4. The remuneration and expenses of the administrator shall be:
 - (a) calculated in accordance with the letter from the administrator dated 27 July 2018 and the **Contract** of Appointment attached, except that the hourly rate set out at Clause 2.2 of the Contract will be \$300.00 + GST; and
 - (b) payable by the members of the Owners Corporation in accordance with their respective lot liabilities.
5. The administrator shall record in writing each decision he makes in the course of his administration. If he makes any decisions requiring the expenditure of more than \$5000.00, he shall not make that expenditure without first giving each lot owner at least seven days' notice in writing of his decision. The requirement for giving notice before making the expenditure does not apply to any works the administrator has reasonable grounds to believe are necessary to ensure safety or prevent significant loss or damage.



6. Any lot owner has liberty to apply for further orders or directions, including any order extending or reducing the term of the administration, by giving notice in writing to the principal registrar and the parties to this proceeding.
7. The costs of this application are to be regarded as expenses of the administrator and payable in accordance with order 4 above.
8. **The principal registrar is directed to send a copy of this order to the administrator by email to matt@excelstrata.com.au.**

MEMBER C. POWLES

APPEARANCES:

For the Applicant:	M. Lipshutz, solicitor
For the First Respondent:	M. Twiselton, administrator
For the Second Respondent:	N. Shakur, solicitor

Reference: RS-225

6 July 2022

TO THE OWNERS:

- (a) Owners Corporation 1 Plan of subdivision PS628502Y
Excel Strata Managers, Suite 12, 14 Albert Street, Blackburn VIC 3130
- (b) each owner of a lot or lots forming part of the land and building of Plan of Subdivision PS628502Y
located at 2-4 Hutton Street, Dandenong VIC 3175

Dear Owners,

RE: NOTIFICATION OF CANCELLATION
VBA Building Notice Reference No. RS-225-BN-002 dated 28 May 2020

PROPERTY: 2-4 Hutton Street, Dandenong VIC 3175

This letter is to notify you that VBA Building Notice Reference No. RS-225-BN-002 dated 28 May 2020 has been cancelled.

The VBA considered the submissions and representations provided by you and your appointed consultants and VBA is satisfied that it is appropriate to cancel the Building Notice.

The VBA is entitled to cancel the Notices pursuant to section 190 of the *Building Act 1993 (Vic)* (**Act**) as the VBA was declared to carry out the functions of a municipal building surveyor for the Building by way of Ministerial Declaration dated 5 October 2018, published in the Victorian Government Special Gazette No. S468 of 10 October 2018.

Please provide a copy of this letter to all owners in the building.

Please contact mbs@vba.vic.gov.au if you have any further queries.

Yours sincerely

DocuSigned by:

7797B29B237E4D0...

Grant O'Callaghan

Duly authorised delegate of the Victorian Building Authority, performing Municipal Building Surveyor functions on its behalf

CC Matt Twiselton
Owners Corporation Manager
Excel Stratamanagers
Suite 12, 14 Albert Street
Blackburn VIC 3130

CC Municipal Building Surveyor
Greater Dandenong Council
via email only: council@cgd.vic.gov.au

Reference: RS-225

6 July 2022

TO THE OWNERS:

- (a) Owners Corporation 1 Plan of subdivision PS628502Y
Excel Strata Managers, Suite 12, 14 Albert Street, Blackburn VIC 3130
- (b) each owner of a lot or lots forming part of the land and building of Plan of Subdivision PS628502Y
located at 2-4 Hutton Street, Dandenong VIC 3175

Dear Owners,

RE: NOTIFICATION OF CANCELLATION
VBA Building Order Minor Work Reference No. RS-225-BOMW-003 dated 28 May 2020

PROPERTY: 2-4 Hutton Street, Dandenong VIC 3175

This letter is to notify you that VBA Building Order Minor Work Reference No. RS-225-BOMW-003 dated 28 May 2020 has been cancelled.

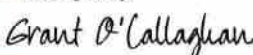
The VBA considered the submissions and representations provided by you and your appointed consultants and VBA is satisfied that it is appropriate to cancel the Building Order Minor Work.

The VBA is entitled to cancel the Notices pursuant to section 190 of the *Building Act 1993 (Vic)* (**Act**) as the VBA was declared to carry out the functions of a municipal building surveyor for the Building by way of Ministerial Declaration dated 5 October 2018, published in the Victorian Government Special Gazette No. S468 of 10 October 2018.

Please provide a copy of this letter to all owners in the building.

Please contact mbs@vba.vic.gov.au if you have any further queries.

Yours sincerely

DocuSigned by:

7797R29A237F4D00

Grant O'Callaghan

Duly authorised delegate of the Victorian Building Authority, performing Municipal Building Surveyor functions on its behalf

CC Matt Twiselton
 Owners Corporation Manager
 Excel Stratamanagers
 Suite 12, 14 Albert Street
 Blackburn VIC 3130

CC Municipal Building Surveyor
 Greater Dandenong Council
 via email only: council@cgd.vic.gov.au

Reference: RS-225

6 July 2022

TO THE OWNERS:

- (a) Owners Corporation 1 Plan of subdivision PS628502Y
Excel Strata Managers, Suite 12, 14 Albert Street, Blackburn VIC 3130
- (b) each owner of a lot or lots forming part of the land and building of Plan of Subdivision PS628502Y
located at 2-4 Hutton Street, Dandenong VIC 3175

Dear Owners,

RE: NOTIFICATION OF CANCELLATION
VBA Building Order Reference No. RS-225-BO-001 dated 28 May 2020

PROPERTY: 2-4 Hutton Street, Dandenong VIC 3175

This letter is to notify you that VBA Building Order Reference No. RS-225-BO-001 dated 28 May 2020 has been cancelled.

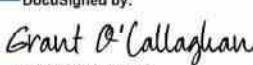
The VBA considered the submissions and representations provided by you and your appointed consultants and VBA is satisfied that it is appropriate to cancel the Building Order.

The VBA is entitled to cancel the Notices pursuant to section 190 of the *Building Act 1993 (Vic)* (**Act**) as the VBA was declared to carry out the functions of a municipal building surveyor for the Building by way of Ministerial Declaration dated 5 October 2018, published in the Victorian Government Special Gazette No. S468 of 10 October 2018.

Please provide a copy of this letter to all owners in the building.

Please contact mbs@vba.vic.gov.au if you have any further queries.

Yours sincerely

DocuSigned by:

7797B29B237E4D0...

Grant O'Callaghan

Duly authorised delegate of the Victorian Building Authority, performing Municipal Building Surveyor functions on its behalf

CC Matt Twiselton
 Owners Corporation Manager
 Excel Stratamanagers
 Suite 12, 14 Albert Street
 Blackburn VIC 3130

CC Municipal Building Surveyor
 Greater Dandenong Council
 via email only: council@cgd.vic.gov.au

15 June 2020

Owners Corporation 1 Plan of Subdivision No. PS628502Y
Excel Strata Managers
Suite 12, 14 Albert Street,
Blackburn, VIC 3130

Mr. Matthew T. Wilson
The Owners Corporation Manager
Excel Strata Managers
Suite 12, 14 Albert Street,
Blackburn, VIC 3130

Dear Matthew,

RE: Cancellation of Building Order RS-225-BOMW 01/19 for upgrades to the smoke detection and occupant

As you are aware, on 5 June 2019, VBA was
Minister for Planning to surveyor (MBS) for your
Building.

Consequent to this declaration, an inspection of the Building was conducted on 4 March 2019 of:

1. RS-225-BOMW 01/19 for upgrades to the smoke detection and occupant
the Building; and

2. RS-225-BOMW 02/19 from the

Pursuant to section 117-225 BOMW
cancelled as item 1 is now complete, and
VBA is satisfied that all other it

Pursuant to section 117-225 BOMW 02/19 has been
complied with. Accordi

Please note that:

1. Building Order RS-225-BO-001;
2. Building Notice RS-225-BN-002; and
3. Building Order A

all issued on 28 May 2019.

If you have any queries in respect of this matter, please contact mbs@vba.vic.gov.au

Yours sincerely,

DocuSigned by:
Grant O'Callaghan
7197B28B237E4D0...

Grant O'Callaghan

Deputy, authorised delegate of the Victorian Building Authority, representing MBSA, for
behalf

Property Clearance Certificate

Land Tax



SPIN CONVEYANCING

Your Reference:	LD:78475230-014-3.25NGAW/
Certificate No:	93775604
Issue Date:	18 OCT 2025
Enquiries:	ESYSPROD

Land Address: UNIT 4, 2 -4 HUTTON STREET DANDENONG VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38831615	4	628502	11267	833	\$0.00

Vendor: ANDRE NGAWAKA
Purchaser: TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ANDRE NGAWAKA	2025	\$47,500	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$285,000
SITE VALUE (SV):	\$47,500
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 93775604

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$47,500

Calculated as \$0 plus (\$47,500 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,850.00

Taxable Value = \$285,000

Calculated as \$285,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93775604

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93775604

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



SPIN CONVEYANCING

Your Reference:	LD:78475230-014-3.25NGAWAKA-
Certificate No:	93775604
Issue Date:	18 OCT 2025
Enquires:	ESYSPROD

Land Address: UNIT 4, 2 -4 HUTTON STREET DANDENONG VIC 3175					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
38831615	4	628502	11267	833	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$285,000
SITE VALUE:	\$47,500
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93775604

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



SPIN CONVEYANCING

Your	LD:78475230-014-3.25
Reference:	NGAWAKA-S4
Certificate No:	93775604
Issue Date:	18 OCT 2025

Land Address: UNIT 4, 2 -4 HUTTON STREET DANDENONG VIC 3175

Lot	Plan	Volume	Folio
4	628502	11267	833

Vendor: ANDRE NGAWAKA
Purchaser: TBA

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93775604

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 93775609 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 93775609 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
--	---	--

LAND INFORMATION CERTIFICATE

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

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

Issue Date: **21 October 2025**

Certificate No: **e1388/2026**

Your Reference: **25NGAWAKA-S4**

Agents Reference: **78475230-018-1**

Property No.: **446405**

Applicant:

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

Property Address: **4/2-4 Hutton Street DANDENONG VIC 3175**

Property Description: **Lot 4 PS 628502 Vol 11267 Fol 833**

AVPCC: **Strata Unit / Flat (125)**

Site Value: \$ **45,000** Capital Improved Value: \$ **270,000** Net Annual Value: \$ **13,500**

Level of Value Date: **1/01/2025**

Effective Date of Valuation : **1/07/2025**

Rates are levied on the Capital Improved Value.

Following settlement, please send Notice of Acquisition to Council@cgd.vic.gov.au

RATES, CHARGES AND OTHER MONIES

For Year Ending 30th June, 2026

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

	Arrears	Current
Rate		413.60
Emergency Services Volunteer Fund		182.70
TOTAL CHARGES		\$596.30
Payment/Adjustments		-596.30
BALANCE DUE		\$0.00

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

- Full Payment Due By : **Next Instalment Due Date**
- Instalments Due By : **30/09/2025; 30/11/2025; 28/02/2026; 31/05/2026.**

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **4/2-4 Hutton Street DANDENONG VIC 3175**

Property No.: **446405**

Certificate No.: **e1388/2026**

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

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

Important Notes:

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

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

It is acknowledged that Council has received the sum of thirty dollars and sixty cents (\$30.60) being the fee for this Certificate.

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

Authorised Officer



Sally Wright,
Rates and Revenue Coordinator

Spin Conveyancing
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 4 LOT 4 2-4 HUTTON STREET
DANDENONG 3175
4 PS 628502

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47F//09181/00149	LANDATA CER 78475230-031-0	18 OCTOBER 2025	50572711

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		\$176.08

TOTAL UNPAID BALANCE \$176.08

- The meter at the property was last read on 08/08/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$0.50 per day

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

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

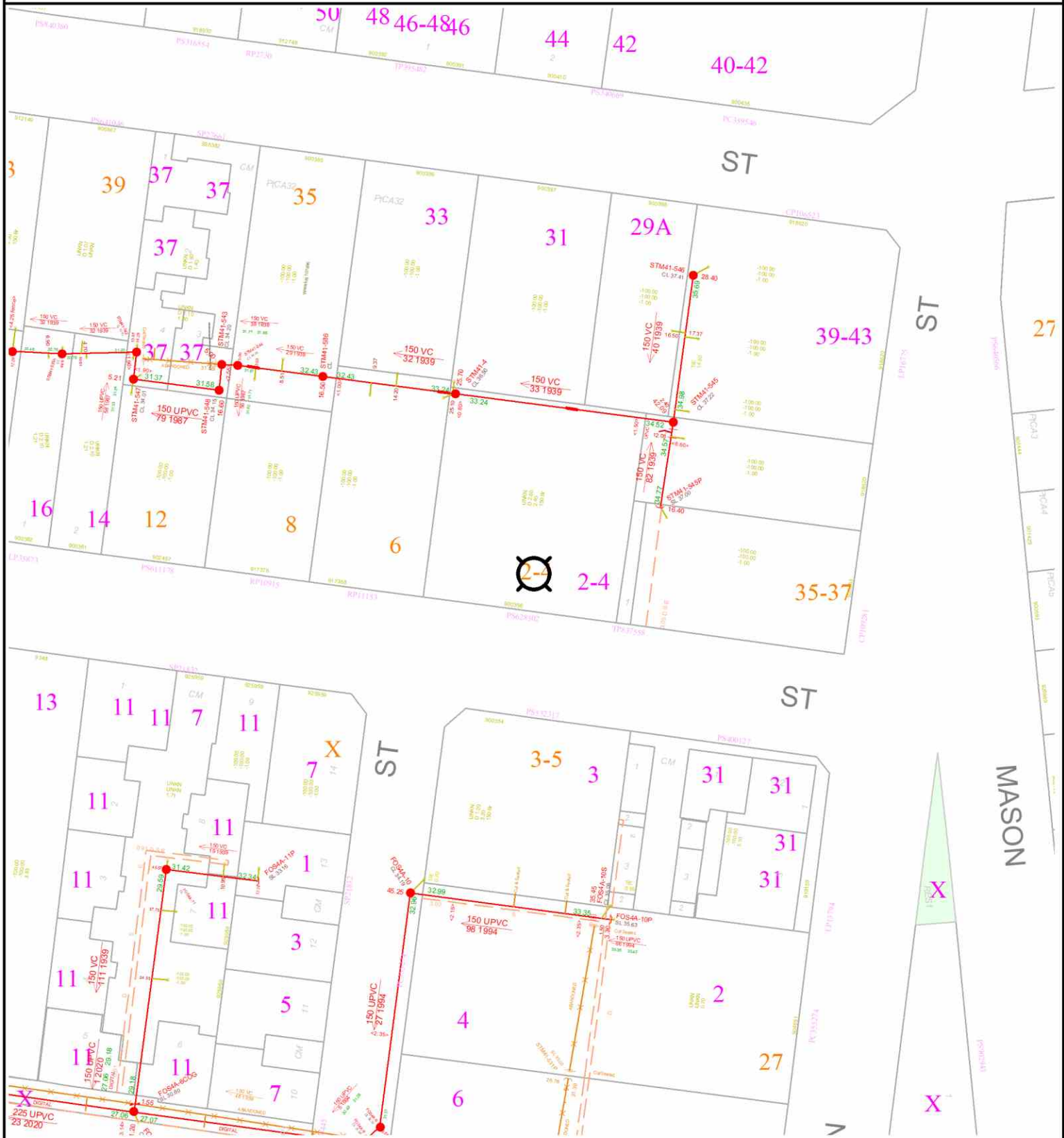
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

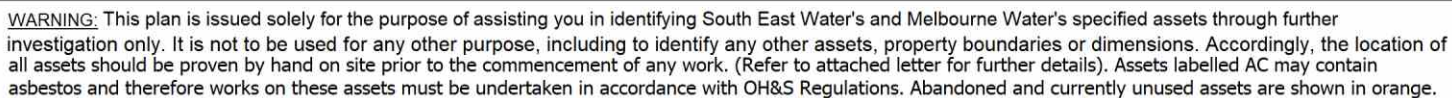


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

— Title/Road Boundary		Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets		
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway
● Maintenance Hole	- - - - - Channel Drain	■ Underground Drain M.H.

Date: 18OCTOBER2025



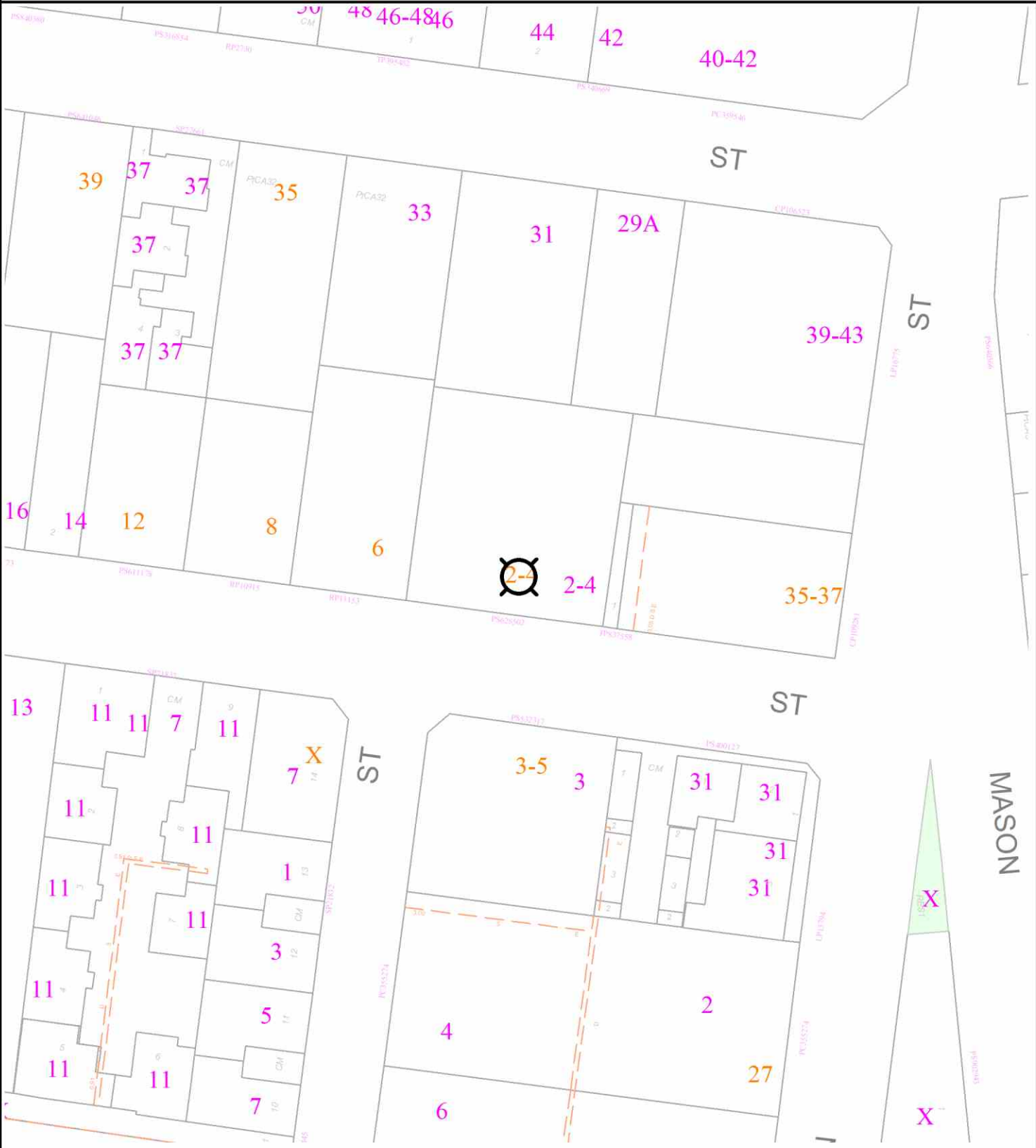
 Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary



Case Number: 50572711



Date: 18OCTOBER2025



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

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

Created at 16 October 2025 01:45 AM

PROPERTY DETAILS

Address: **4/2-4 HUTTON STREET DANDENONG 3175**

Lot and Plan Number: **Lot 4 PS628502**

Standard Parcel Identifier (SPI): **4\PS628502**

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

Council Property Number: **446405**

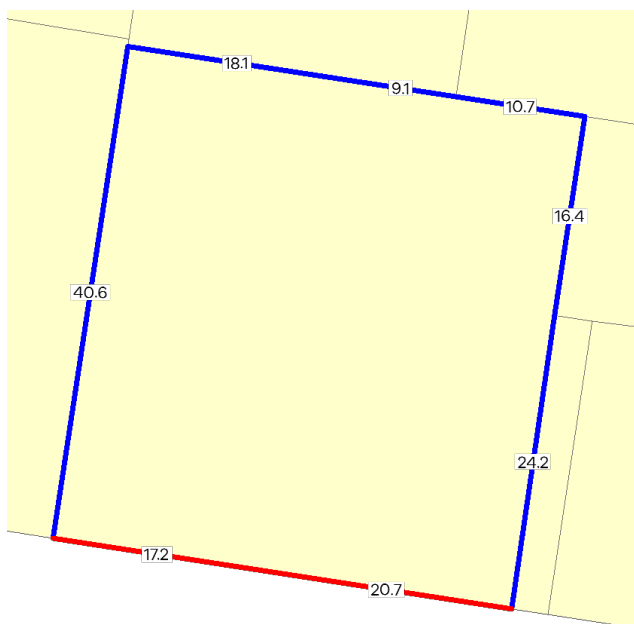
Directory Reference: **Melway 91A C6**

www.greaterdandenong.com

Note: There are 32 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1539 sq. m

Perimeter: 157 m

For this property:

— Site boundaries
— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 October 2025 01:45 AM

PROPERTY DETAILS

Address: **4/2-4 HUTTON STREET DANDENONG 3175**
Lot and Plan Number: **Lot 4 PS628502**
Standard Parcel Identifier (SPI): **4\PS628502**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **446405**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 91A C6**

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 Rescue Victoria & Country**
Fire Authority

[View location in VicPlan](#)

Planning Zones

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

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



CDZ - Comprehensive Development MUZ - Mixed Use RGZ - Residential Growth

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
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

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)



DDO - Design and Development 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 9 October 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 \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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