

Contract of Sale of Land

Property:

Unit 7, 47 Potter Street, Dandenong VIC 3175



Langwarrin Conveyancing Services
16 Amarillo Drive
CRANBOURNE SOUTH VIC 3977
Tel: 9789 7870
Fax: 9789 0086
PO Box 4011, Langwarrin VIC 3910
Ref: KJF:17756

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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.

WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2025

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2025

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN

in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2025

for and on behalf of:

.....
Themiya Dinudaya Bandara Dissanayake

Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Asap Group

Address: Shop 2, 82 Cheltenham Road, Dandenong VIC 3175

Email: ming.wang@harcourts.com.au

Tel: 8725 0893 Mob: 0433 568 112 Ref: Ming Wang

Vendor

Name: Themiya Dinudaya Bandara Dissanayake

Address: 28 Brunton Crescent, Mulgrave VIC 3170

ABN/ACN:

Email: themiya3465@hotmail.com

Vendor's legal practitioner or conveyancer

Name: Langwarrin Conveyancing Services

Address: 16 Amarillo Drive, Cranbourne South VIC 3977
PO Box 4011, Langwarrin VIC 3910

Email: admin@langwarrinconveyancing.com

Tel: 9789 7870 Mob: Ref: 17756

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference			being lot	on plan
Volume	9419	Folio	570	7
				RP 16289

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 7, 47 Potter Street, Dandenong VIC 3175

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

All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings as inspected.

Payment

Price \$ _____
Deposit \$ _____ by (of which has been paid)
Balance \$ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

OUR OFFICE IS CLOSED FOR SETTLEMENT BOOKINGS BETWEEN THE 20th DECEMBER, 2025 AND THE 11TH JANUARY, 2026 (INCLUSIVE). PLEASE DO NOT CHOOSE A SETTLEMENT DATE DURING THIS PERIOD.

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; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. SETTLEMENT DATE

The due date for settlement stipulated in the Particulars of Sale must not be between the 20th December, 2025 and the 11th January, 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, this Special Condition shall prevail and have the effect of altering the due date for settlement to read the 12th January, 2026. Neither party may issue a Default and/or Notice of Rescission on the other party between the period of the 20th December, 2025 and 11th January, 2026 (inclusive), or make any objections, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this special condition.

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: Themiya Dinudaya Bandara Dissanayake, 28 Brunton Crescent, Mulgrave VIC 3170

Property Address: Unit 7, 47 Potter Street, Dandenong VIC 3175

Lot: 7 Plan of subdivision: 16289

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

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 all 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 in the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act (Vic)* 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 (Vic)* 1993 and regulations made under the *Building Act (Vic)* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act (Vic)* 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 Digital Duties Form 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 7.4(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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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 1.14 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the Domestic Building Contracts Act 1995 (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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 (Vic)* 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 (Vic)* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.

- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act (Vic)* 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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act (Vic)* 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.
- 14.6 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.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 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. For the purpose of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

- 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 during the hours that the settling ELNO operates in the State of Victoria.

- 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 with the land) 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 unless the margin scheme applies.

- 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 these general conditions-
- (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 –
 - (i) a registered building surveyor
 - (ii) a registered building inspector
 - (iii) a registered domestic builder; or
 - (iv) an architectWhich is –
 - (v) prepared in compliance with Australian Standards AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land, and the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement.
- 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.
- 23.4 For the purposes of general condition 23, the expression 'periodic outgoings' does not include any amounts to which Section 10G of the *Sale of Land Act 1962* (Vic) applies.

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)* (Tax Act) 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 Tax Act. 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 Tax Act ("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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.
- 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 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.
- 28.4 General Condition 28 does not apply to any amounts to which Section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

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 (Vic)*:
- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser:
 - (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.

SECTION 32

STATEMENT

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

Vendor:	Themiya Dinudaya Bandara Dissanayake
Property:	Unit 7, 47 Potter Street, Dandenong VIC 3175



VENDORS REPRESENTATIVE

Langwarrin Conveyancing Services
16 Amarillo Drive
Cranbourne South 3977

Tel: 9789 7870
Fax: 9789 0086
Email: admin@langwarrinconveyancing.com

Ref: 17756

SECTION 32 STATEMENT
Unit 7, 47 Potter Street, Dandenong VIC 3175

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows- See attached

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

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

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

32A(c) Commercial and Industrial Property Tax Reform Act 2024 (CIPT Act 2024)

- (i) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act 2024) most recently allocated to the land is set out in the attached Municipal rates notice or property Clearance Certificate or is as follows : AVPC No. 120
- (ii) Is the land tax reform scheme land within the meaning of the CIPT Act 2024? No
- (iii) If the land is tax reform scheme land within the meaning of the CIPT Act 2024, the entry date within the meaning of the CIPT Act 2024 is set out in the attached Municipal rate notice or Property Clearance Certificate or is as follows : Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) 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:-

SECTION 32 STATEMENT
Unit 7, 47 Potter Street, Dandenong VIC 3175

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Greater Dandenong Planning Scheme
Responsible Authority: Greater Dandenong City Council
Zoning: General Residential Zone - GRZ3
Planning Overlays:

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) 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*.

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32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

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

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- (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.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist
- ~~Disclosure of **Energy Information**~~
- ~~Additional Statement (including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*) regarding **Undischarged Mortgages** (Section 32A(a))~~
- ~~Additional Statement (containing the information specified in Schedule 2 of the *Sale of Land Act 1962*) regarding **Terms Contracts** (Section 32A(d)) where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer.~~

DATE OF THIS STATEMENT

/ /20

22-10-2025

Name of the Vendor

Themiya Dinudaya Bandara Dissanayake

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.

SECTION 32 STATEMENT
Unit 7, 47 Potter Street, Dandenong VIC 3175

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

✕

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 09419 FOLIO 570

Security no : 124129187862P

Produced 21/10/2025 02:17 PM

LAND DESCRIPTION

Lot 7 on Registered Plan of Strata Subdivision 016289.

REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED

PARENT TITLE Volume 09133 Folio 126

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

THEMIYA DINUDAYA BANDARA DISSANAYAKE of 1 CARVER STREET BURWOOD EAST VIC
3151

AJ774924C 04/07/2012

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP016289 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 7 47 POTTER STREET DANDENONG VIC 3175

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION PLAN NO. RP016289

DOCUMENT END

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PLAN OF STRATA SUBDIVISION	EDITION 1	RP016289			
LOCATION OF LAND PARISH: DANDENONG TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 35 (PT) TITLE REFERENCE: VOL.9133 FOL.126 LAST PLAN REFERENCE: LOT 2 ON LP117030 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 47 POTTER STREET DANDENONG 3175	FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT SURVEYOR'S CERTIFICATE Surveyor: GEORGE RONALD SHACKLOCK Certification Date: 10/11/1978 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF DANDENONG on 23/04/1979 REGISTERED DATE: 23/06/1981 PLAN UPDATED BY REGISTRAR IN AN661031Q 11/01/2023				
BIRDWOOD AVENUE 18'31" 0°15' 18'31" 54'86" 270°15' 18'31" 180°15' 18'31" 10 5 0 10 20 LENGTHS ARE IN METRES POTTER STREET DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
MEASUREMENTS ARE IN METRES			SHEET 1 OF 3		

PLAN OF STRATA SUBDIVISION

RP016289

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 9 IS A TWO STOREY BUILDING.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 10 TO 16.

THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE

LOT	RELEVANT STOREY
LOTS 1 TO 4 & 9	GROUND STOREY
LOTS 5 TO 8	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 8 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

THE LOWER BOUNDARY OF LOTS 9 TO 16 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 9 TO 16 ARE ACCESSORY LOTS.

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

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

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1 TO 8 ARE RESTRICTED LOTS.

LOTS 9 TO 16 ARE CAR PARK LOTS.

REGISTRATION OF DEALINGS WITH LOTS 1 TO 8 IS RESTRICTED.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP016289

The land in RP016289 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 16.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACE BODY CORPORATE MANAGEMENT (CROYDON & DANDENONG) 64 LITTLE JOHN ROAD WARRANWOOD VIC 3134

AY181420H 10/07/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	120	120
Lot 2	120	120
Lot 3	120	120
Lot 4	120	120
Lot 5	120	120
Lot 6	120	120



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 02:17:22 PM

OWNERS CORPORATION
PLAN NO. RP016289

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	120	120
Lot 8	120	120
Lot 9	5	5
Lot 10	5	5
Lot 11	5	5
Lot 12	5	5
Lot 13	5	5
Lot 14	5	5
Lot 15	5	5
Lot 16	5	5
Total	1000.00	1000.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



027-3151 (1367)

Themiya D B Dissanayake
1 Carver Street
BURWOOD EAST VIC 3151



Payble™

Scan to Pay

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

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


Council Charges
\$735.30

State Government Charges
\$279.95

Total New Charges
\$1,015.25

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

Rates and Charges at your property – 1 July 2025 – 30 June 2026
Property Number 360170

7/47 Potter Street
DANDENONG VIC 3175
Lot 7 RP 16289 Vol 9419 Fol 570
Property Owners - Themiya D B Dissanayake

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

Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	\$260,000
Site Value - (the Site Value is included in the CIV)	\$115,000
Net Annual Value	\$13,000
AVPCC (Property Type) 125 - Strata Unit / Flat	

Rate - 2025/2026

General Rate	(\$260,000 x 0.0015319951)	\$398.30
Waste Charges		
Garbage - Option E	(1 x \$337.00)	\$337.00
State Government Waste Levy	(1 x \$99.00)	\$99.00
State Government Emergency Services Volunteers Fund Levy		
Emergency Service Volunteer Fund Residential Fixed	(1 x \$136.00)	\$136.00
Emergency Service Volunteer Fund Resident Variable	(260,000 x 0.000173)	\$44.95

Total amount due
\$1,015.25

Payment options

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

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

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

Late Payments

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

Pre-payment

by 30 September 2025

\$1,015.25

Four instalments

30 September 2025	\$253.81
30 November 2025	\$253.81
28 February 2026	\$253.81
31 May 2026	\$253.82

For more instalment options, scan the QR code below

Scan to pay

Pay in full or choose smaller instalments that suits your budget

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



New

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

Powered by  Payble






First Instalment \$253.81



*321 36017000000005

Full Payment \$1,015.25



*321 36017000000005

Payment methods

Online (card or bank)

Visit: pay.greaterdandenong.vic.gov.au

Reference: 9678 217

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

BPAY

Billcode: 8987

Reference: 9678 217



Post BILLPAY

Billcode: 0321

Reference: 3601 7000 0000 05

Pay in person at any post office.



Post
Billpay



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

Having trouble paying?

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

Special payment plans

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

Financial hardship agreements

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

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

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

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



8571 1000

How rates are calculated



Council charges

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

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

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

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

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



State Government Charges

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

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

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

State Government charges are excluded from rate capping.

Rating differentials

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

Property Number: 360170

Differential Rates Type	Rate in \$	Rate amount \$
General Rate	0.0015319951	\$398.30
Commercial Rate	0.0025277919	\$657.20
Industrial Rate	0.0032171897	\$836.45
Farm Rate	0.0011489963	\$298.70
Vacant Res. Land	0.0022979926	\$597.45

Customer Service Centres

The council's customer service centres are located at:

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

Payment of rates

Four instalments:

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

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

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

Flexible payments:

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

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

Penalties for failing to pay

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

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

Allocation of payments

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

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

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

Have your next notice sent via email.


greaterdandenong.ezybill.com.au



Right of Objection to rates, valuations and charges

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

How to object to your valuation

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

How to object to a rate or charge

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

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

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

Change of ownership or address

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

Pensioner rate rebate

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

State Government Emergency Services & Volunteers Fund

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

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

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

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

Notice of valuation

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

Personal information

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

State government rate capping

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

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

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

Rate Notice Requests

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



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



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

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

LANGWARRIN CONVEYANCING
E-mail:
admin@langwarrinconveyancing.com

Statement for property:
FLAT 7 47 POTTER STREET
DANDENONG 3175

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
471//09347/101		21 OCTOBER 2025	50596034

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		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

- 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.
- 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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.

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.

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

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.

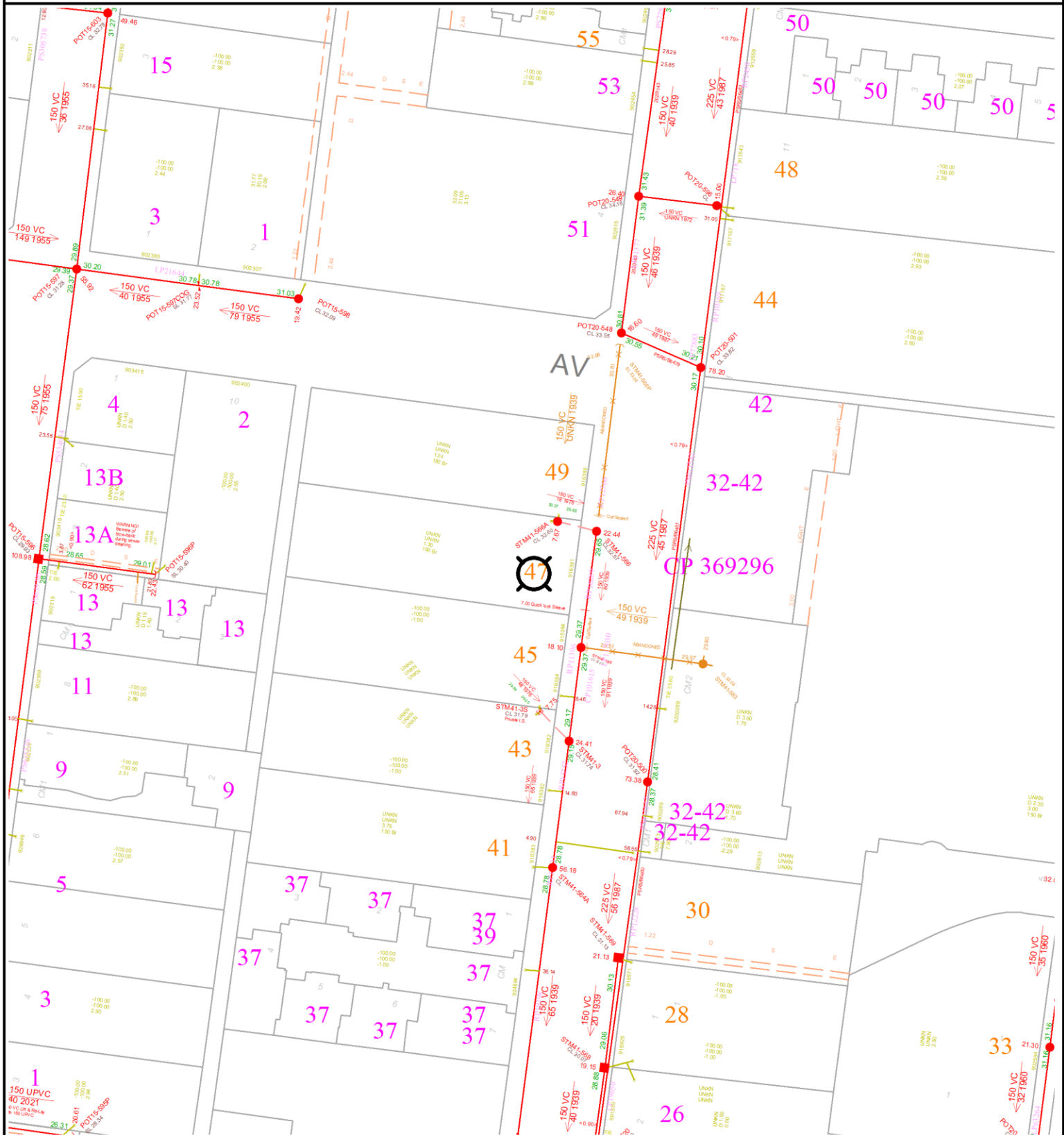
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



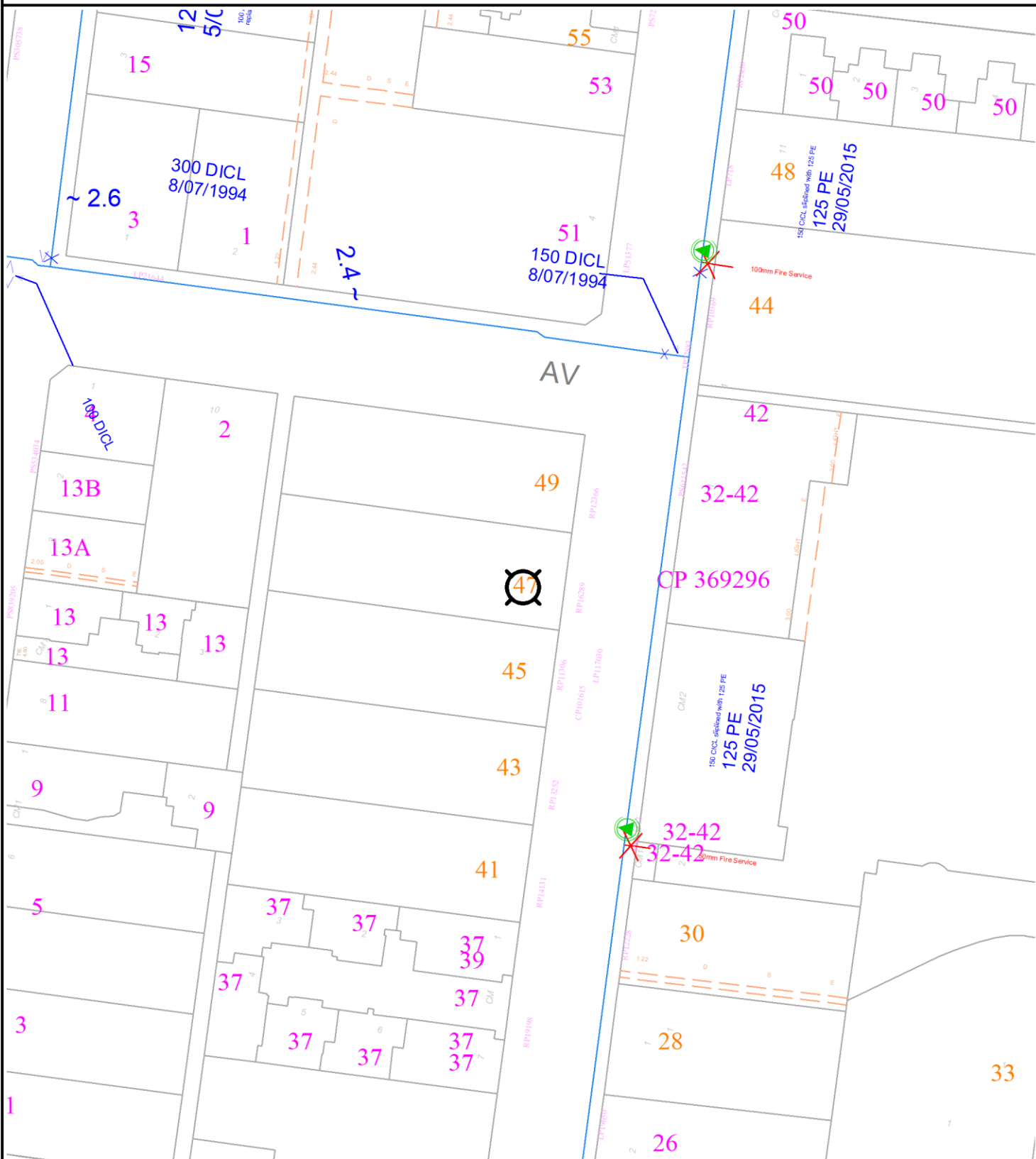
Property: FLAT 7 47 POTTER STREET DANDENONG 3175

Case Number: 50596034

Date: 21OCTOBER2025

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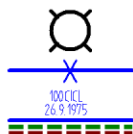
Scale in Metres



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LEGEND

- Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
  Fireplug/Washout
 ~ 1.0 Offset from Boundary



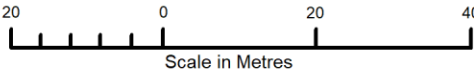
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

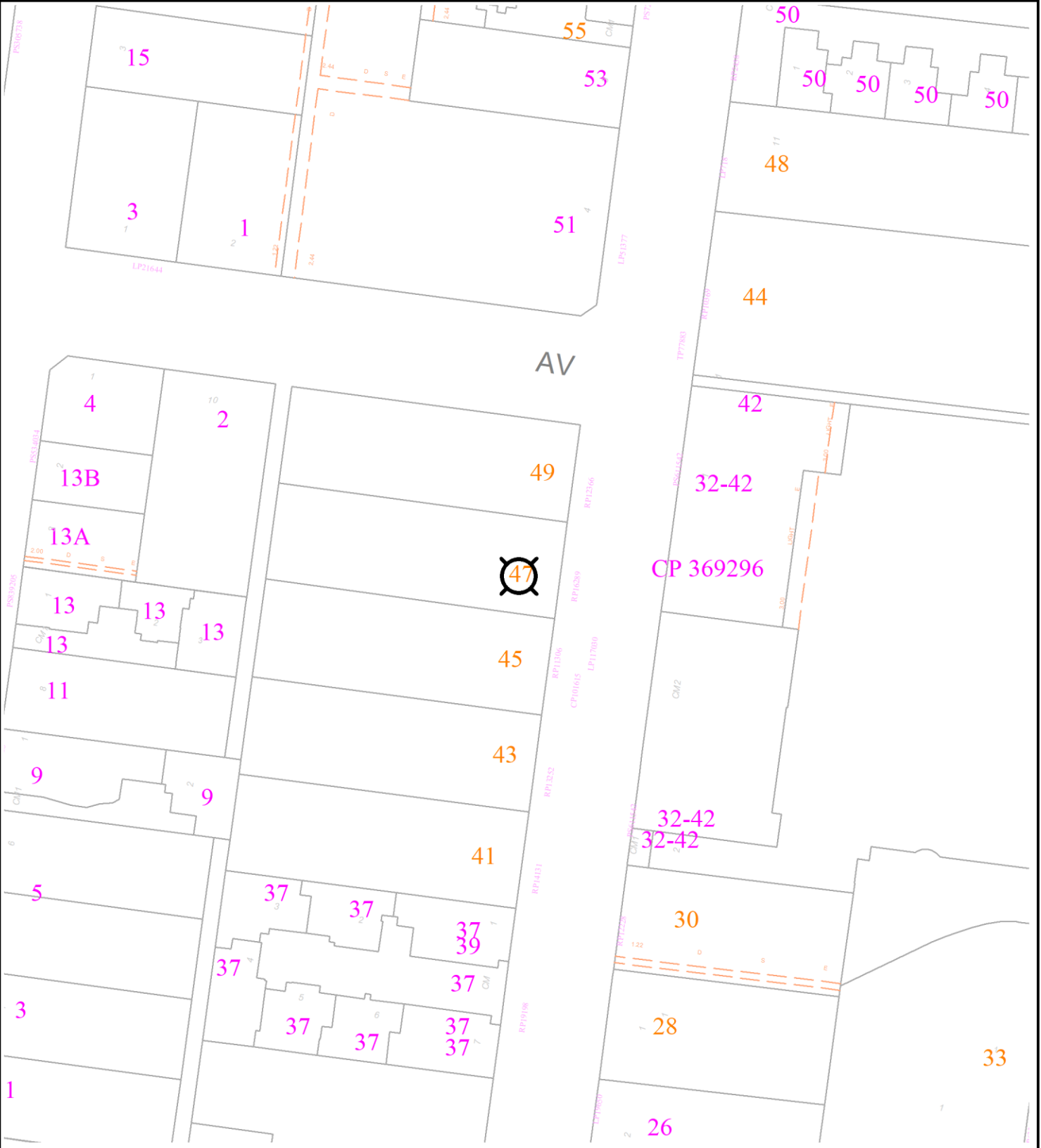
Property: FLAT 7 47 POTTER STREET DANDENONG 3175



Case Number: 50596034



Date: 21OCTOBER2025



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

OWNERS CORPORATION CERTIFICATE

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

As at 21st October 2025

1. OWNERS CORPORATION DETAILS

Plan Number: RP 16289

Address of Plan: 47 Potter Street Dandenong V VIC 3175

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: P.O. Box 4338 Doncaster Heights 3109

2. CERTIFICATE DETAILS

Vendor: T D B Dissanayake

Postal Address for Lot 7: 1 Carver Street Burwood East Victoria 3151

Purchaser:

Person requesting Certificate: Langwarrin Conveyancing

Reference:

Address:

Fax:

E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 7

ADMINISTRATIVE FUND **\$2,025**

The annual administrative levy fees for Lot 7 are ~~1,952.50~~ **per annum** commencing on 1 July 2025. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/25 to 30/09/25	470.00	02/07/25	Paid
01/10/25 to 31/12/25	470.00	02/10/25	Paid
01/01/26 to 31/03/26	506.25	01/01/26	To be Issued
01/04/26 to 30/06/26	506.25	01/04/26	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 7 are **200.00 per annum** commencing on 1 July 2025. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/25 to 30/09/25	50.00	02/07/25	Paid
01/10/25 to 31/12/25	50.00	02/10/25	Paid
01/01/26 to 31/03/26	50.00	01/01/26	To be Issued
01/04/26 to 30/06/26	50.00	01/04/26	To be Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 21st October 2025

For Plan No. RP 16289 - Lot 7

4. CURRENT LEVY POSITION FOR LOT 7

Fund	Balance	Paid To
Administrative	0.00	31 December 2025
Maintenance Fund	0.00	31 December 2025
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 7.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 7 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 21 October 2025:

Account / Fund	Amount
Administrative Fund	12,853.63
Maintenance Fund	10,026.47
TOTAL FUNDS HELD AS AT 21 OCTOBER 2025	\$22,880.10

8. INSURANCE

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

Policy

Policy No.	POL11012915
Expiry Date	1-November-2025
Insurance Company	Strata Community Insurance
Broker	Resolute Property Protect Pty Ltd
Premium	6299.08

Cover Type

Cover Type	Amount of Cover
Damage (i.e. Building) Policy	2,670,000
Fidelity Guarantee Insurance	100,000
Office Bearers Liability Insurance	5,000,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	200,000

9. CONTINGENT LIABILITIES

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

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 21st October 2025

For Plan No. RP 16289 - Lot 7

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Ace Body Corporate (Croydon & Dandenong)
ABN / ACN:	12 620 938 114
Address of Manager:	P.O. Box 4338 Doncaster Heights 3109
Telephone:	0398559905
Facsimile:	
E-mail Address:	outereastern@acebodycorp.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 21st October 2025

For Plan No. RP 16289 - Lot 7

SIGNING

The common seal of Plan No. RP 16289, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

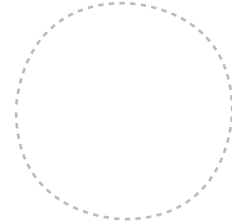
Zena Selvalogan

Registered Manager

Full name: Zena Selvalogan

Company: Rayena Pty Ltd

Address of registered office: P.O. Box 4338 Doncaster Heights 3109



Common Seal
of Owners Corporation

21/10/2025

Date



Ace Body Corporate Management (Croydon & Dandenong)

Franchise: Rayena Pty Ltd t/a Ace Body Corporate Management (Croydon & Dandenong)

Phone: 03 9855 9905

Postal: PO Box 4338, Doncaster Heights VIC 3109

Email: outereastern@acebodycorp.com.au

ABN: 12 620 938 114

Professional Personal Service

www.acebodycorp.com.au

Langwarrin Conveyancing

22nd October 2025

Dear Langwarrin Conveyancing

Re: OWNERS CORPORATION CERTIFICATE - LOT 7, PLAN NO. RP 16289

In response to your request, we now attach an Owners Corporation Certificate for Lot 7 in Plan No. RP 16289 dated 21st October 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at outereastern@acebodycorp.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Zena Selvalogan

Registered Manager

Full name: Zena Selvalogan

Company: Rayena Pty Ltd

Address of registered office: P.O. Box 4338 Doncaster Heights 3109

21/10/2025

Date

OWNERS CORPORATION PLAN RP 16289
47 Potter Street, Dandenong
Minutes of the Annual General Meeting
held on Monday 8th September 2025
via Zoom Meeting or Dial In (Meeting ID 897 4379 5955)
commencing at 4.05 pm

Attendees

Dannica Timmermans (Unit 2)
Katie Vandeloo (Unit 4)

Proxies and Apologies

None

Chairperson: It was resolved that Zena Selvalogan be appointed to chair the meeting.

Quorum

It was noted that as there was not a quorum of owners present, any decisions made will be interim decisions and will become decisions of the owners corporation, if after 28 days there has not been a request by 25% of members for a meeting to review the decisions made.

Confirmation of Previous Minutes -The minutes of the previous meeting held on the 26th August 2024, were taken as read and it was resolved that they represented a correct record of that meeting.

Moved: Katie Vandeloo

Seconded: Dannica Timmermans

CONSIDERATION OF REPORTS

Management Report: The manager read out the management report for the year ended 30th June 2025. It was resolved to accept the manager's report (copy attached).

Committee Report: The members advised that there were no issues to report on.

Grievance Committee Report: All complaints must be in writing on the approved form and are dealt with by the Grievance Committee. If the matter is not resolved internally, the matter can be referred to CAV and then to VCAT. The grievance committee reported that there were no complaints or disputes brought to their attention during the year.

CONSIDERATION OF FINANCIAL MATTERS

Financial Statements: It was resolved to receive and adopt the financial statements for the Year Ended 30th June 2025, as distributed with the notice of meeting.

Moved: Dannica Timmermans

Seconded: Katie Vandeloo

Insurance:

- The manager informed the members that Ace Body Corporate Management Croydon & Dandenong (ASIC No. 1259773) is an authorised representative of Resolute Property Protect Pty Ltd (AFS Licence No 425 966)

As such she can arrange for insurance with Resolute and is allowed to provide:

- factual information about Resolute and its products
- general advice *not personal advice*

Commission: The manager advised that a commission is paid by Resolute Property Protect Pty Ltd for placing of the insurance policy and processing claims.

Building Valuation and Renewal:

The manager advised that Resolute Property Protect Pty Ltd would provide 3 quotes and requested the consideration of the following standing directions:

1. To automatically renew all insurance at the limits of cover currently held by the owners corporation.
2. To adopt a level of cover that they considered adequate.
3. To automatically renew all insurance and increase the limits of cover based on a professional valuation of the building. ***The manager informed the members that a valuation will be mandatory every 5 years effective 1st December 2021 as per Amendment of Owners Corporations Act 2006.***

It was noted that an insurance valuation was carried out in August 2023 and implemented. After some discussion, it was resolved to renew all insurance at the limits of cover currently held by the owners corporation at renewal on 1st November 2025 (as outlined in the table below) and to continue with that level of cover until the next AGM. This direction can be revoked at any time by a majority decision at a general meeting of the owners corporation.

Cover	Existing amount	New Amount
Buildings:	\$2,670,000	No change
Legal liability:	\$30,000,000	No change
Voluntary workers:	\$200,000/\$2,000	No change
Fidelity Guarantee:	\$100,000	No change
Office Bearer's Liability	\$5,000,000	No change
Govt Audit Costs	\$25,000	No change

Zena Selvalogan emphasized that it is important to note that whilst the Owners Corporation has insurance on the building and for public liability over the common areas this insurance does not **extend** to the inside of member's lots, car park lots and licensed court yards. It is therefore important that members organise their own Insurance, whether it be Unit Resident's Personal Contents Insurance (if residing at the unit) or Landlord's Home Unit Contents Insurance (if renting the unit).

GENERAL MAINTENANCE

Garden Maintenance

It was resolved to continue with the services of Oljana Group to carry out care taking duties at the complex.

Safety on Common Property

The manager reinforced the importance for members to be vigilant of and report any potential hazards on the common property to the manager without delay.

Emergency Service

Zena Selvalogan explained that a 24-hour maintenance on call service with Scotia Group on 1300 726 842 on was available but emphasised that it was expensive and to be used only in emergencies and for matters relating to the owners corporation.

BUDGET AND CONTRIBUTIONS

Administration Budget

The general budget for the Owners Corporation outlining the annual contributions of \$16,200 was presented and reduced to \$15,040, with quarterly payments due on 1st of October, 1st of January, 1st of April and 1st of July each year.

Maintenance Plan Budget

The annual maintenance budget of \$1,600 was presented and approved with quarterly payments due on 1st of October, 1st of January, 1st of April and 1st of July each year.

Penalty Interest

It was resolved that the owners corporation set the rate at 2 % below the penalty interest rate (currently 10.0%) to be charged on monies owed by a member to the owners corporation after the due date for the fees.

Debt Recovery

A special resolution was passed to take legal action against any lot owner to recover moneys (greater than \$500) owed to the owners corporation. It was also resolved that the costs incurred by Owners Corporation in recovering fees and levies due under Section 32 of the *Owners Corporation Act 2006* Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

Engagement of Contractors

The manager advised the members that any contractor engaged to carry out works on common property must comply with the minimum requirements advised by Safe Work Australia.

APPOINTMENTS AND DELEGATION OF AUTHORITY

Appointment of Management Committee

It was resolved to elect the following committee:

Genevieve Allison (Chairperson / Secretary)
Christine Mulcahy
Katie Vandeloo
Themiya Dissanayake

Appointment of Grievance Committee

It was resolved that all members of the management committee will form the grievance committee.

Appointment of Owners Corporation Manager

It was resolved that Ace Body Corporate Management (Croydon & Dandenong) be appointed as Owners Corporation Manager for a term of 2 years until the 2027 AGM and have all delegated powers as provided for in the regulations and the contract of appointment was agreed to be signed.

GENERAL BUSINESS

No items were raised.

2026 AGM

This has been scheduled for August 2026 to be held as a videoconference meeting.

The meeting closed at 4.30 pm

Client:
OC16289
C/O Ace Body Corporate Mgmt (Croydon & D
P.O. Box 4338
Doncaster Heights VIC 3109

Contact Details:
Account Broker: Mia Cabral
Email: m.cabral@resolutepropertyprotect.com.au
Phone: 03 8646 0298

Policy Type:	Residential Strata	Period of	From:	01/11/2024
Policy Number:	POL11012915	Insurance:	To:	01/11/2025
Client Reference:	VIC - 5255			

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

Insured: OC16289
Situation Address: 47 Potter Street, Dandenong, VIC, 3175
No. of Units / Lots:

Policy Details:

Section 1:	Part A - 1. Building	\$2,670,000
	Common Contents	\$26,700
	2. Terrorism Cover Under section 1 Part A2	Applies
	Part B Loss of Rent/Temporary Accommodation	\$400,500
	Optional Covers	
	Flood	Not Insured
	Floating Floors	Insured
Section 2:	Liability	\$30,000,000
Section 3:	Voluntary Workers Limit	\$200,000
	Voluntary Workers Weekly Benefits	\$2,000
Section 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Section 5:	Fidelity Guarantee:	\$100,000
Section 6:	Office Bearers Liability	\$5,000,000
Section 7:	Machinery Breakdown	\$10,000
Section 8:	Catastrophe	\$400,500
Section 9:	Part A- Government Audit Costs - Professional fees	\$25,000
	Part B - Appeal Expenses	\$100,000
	Part C -Legal Defence Expenses	\$50,000

Section 10:	Lot Owners Fixtures and Improvements	\$300,000
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Excesses:

Excess - Insured Property	\$1,500
Legal Defence Expenses and 10% Contribution	\$1,000
Section 7 - Machinery Breakdown	\$1,500

Insurer Details:

Policy Wording:	SCI034-Policy-RS-PPW-02/2021
Insurer:	Strata Community Insurance Agencies Pty Ltd
Supporting Insurer:	Allianz Australia Insurance Limited
Proportion:	100%
Commission:	\$942.20

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

Very Important Notice

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contracts are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Model rules for an Owners Corporation

1. Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

A committee may appoint members to a sub committee without reference to the owner's corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owner's 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 owner's 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 owner's 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 owner's 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 owner's 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 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 owner's 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 owner's 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 owner's 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 owner's corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owner's 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 owner's corporation before making any changes to the external appearance of their lot.
- (2) An owner's 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 owner's 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 owner's 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 owner's 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 owner's 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 owner's corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owner's 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 owner's corporation, within 14 working 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 owner's 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 owner's 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*.

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot. 7 RP16289

LOCAL GOVERNMENT (COUNCIL)
Greater Dandenong

LEGAL DESCRIPTION
7\RP16289

COUNCIL PROPERTY NUMBER
360170

LAND SIZE
1,004m² Approx

ORIENTATION
West

FRONTAGE
18.31m Approx

ZONES
GRZ - General Residential Zone - Schedule 3

OVERLAYS
N/A

Property Sales Data

Unit	SALE HISTORY	CONTRACT DATE	SETTLEMENT DATE
 2	\$197,000	20/05/2012	26/06/2012
 1	\$108,000	15/03/2004	13/05/2004
 -	\$31,000	03/04/1984	25/07/1984
	\$23,500	21/01/1982	N/A

State Electorates

LEGISLATIVE COUNCIL	LEGISLATIVE ASSEMBLY
South-Eastern Metropolitan Region	Dandenong District

Schools

CLOSEST PRIVATE SCHOOLS	CLOSEST PRIMARY SCHOOLS
SEDA College (Victoria) - Building and Construction - Dandenong (932 m)	Dandenong West Primary School (488 m)
St Gerard's School (1132 m)	
Berry Street School (1356 m)	
CLOSEST SECONDARY SCHOOLS	
Dandenong High School (352 m)	

Burglary Statistics

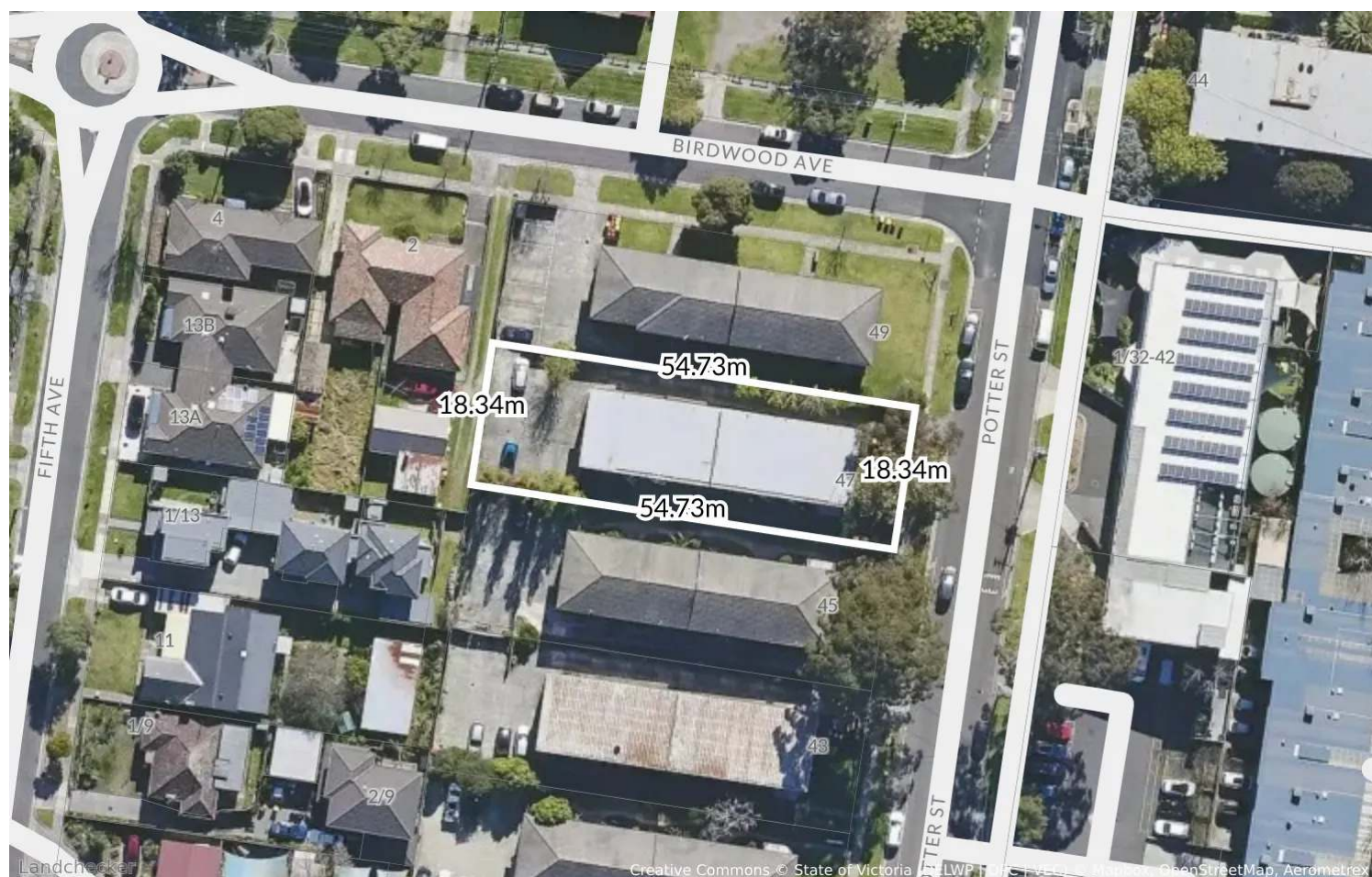
POSTCODE AVERAGE	STATE AVERAGE
1 in 53 Homes	1 in 76 Homes
COUNCIL AVERAGE	
1 in 64 Homes	

Council Information - Greater Dandenong

PHONE	EMAIL
03 8571 1000 (Greater Dandenong)	council@cgd.vic.gov.au
WEBSITE	
http://www.greaterdandenong.com/	

SITE DIMENSIONS

7/47 Potter Street, Dandenong Vic 3175



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

7/47 Potter Street, Dandenong Vic 3175

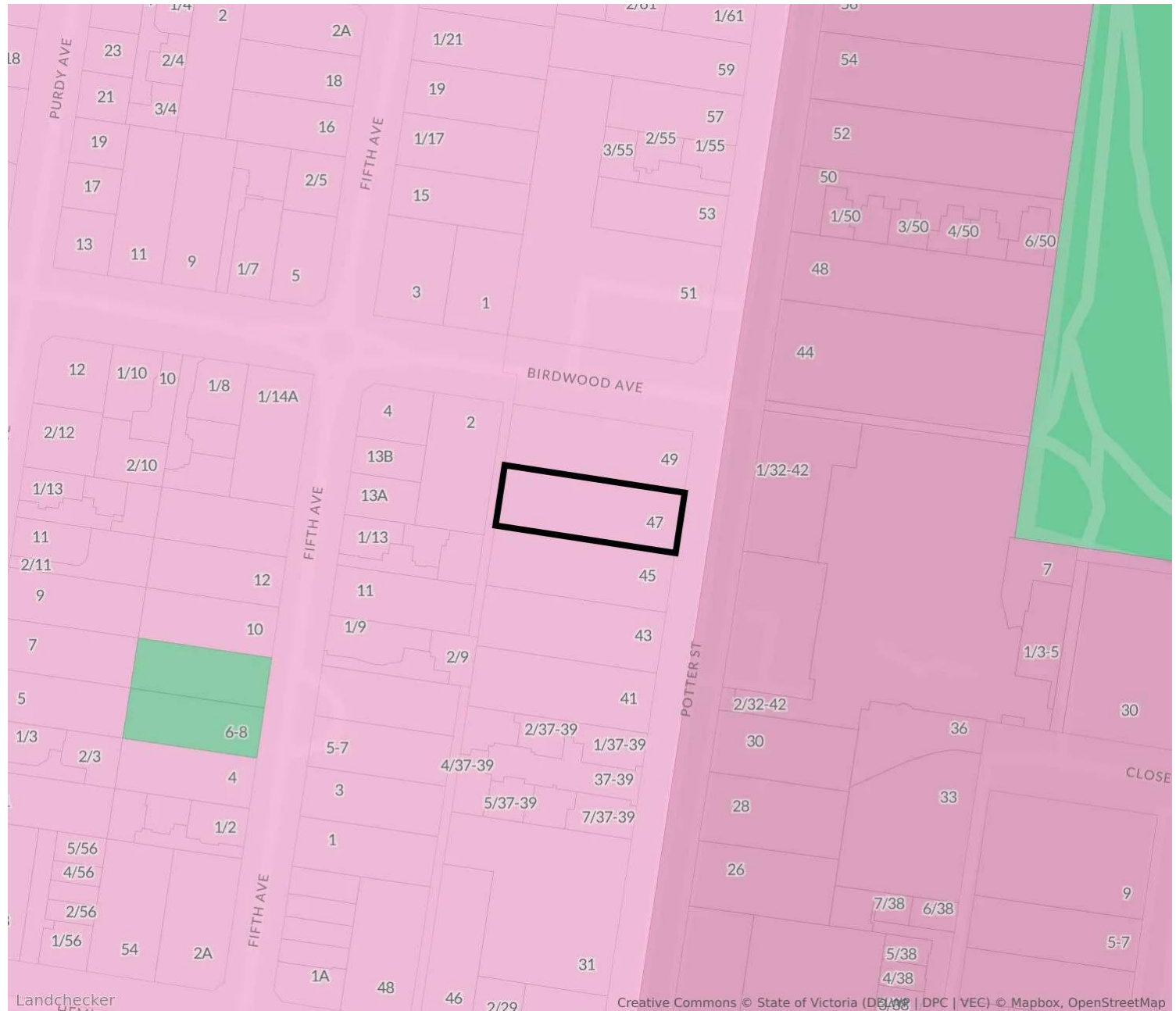
Status	Code	Date	Description
APPROVED	VC286	15/10/2025	The Amendment changes the VPP and all planning schemes in Victoria by removing the requirement for a planning permit for licensed premises.
APPROVED	VC258	15/10/2025	The amendment improves the operation of the existing Development Facilitation Program (DFP) planning provisions at clauses 53.22 and 53.23 and expands the program eligibility to include gas projects and saleyards.
APPROVED	GC226	15/10/2025	Applies appropriate zone and overlay controls to land following the completion of the Caulfield to Dandenong Upgrade Level Crossing Removal Project, to reflect the land ownership, status and as-built conditions of the relevant land parcels.
APPROVED	VC275	15/10/2025	The amendment introduces a planning exemption for outdoor dining on public land
APPROVED	GC238	15/10/2025	Applies appropriate zone and overlay controls to land following the completion of eight Level Crossing Removal Projects, to reflect the land ownership, status and as-built conditions of the relevant land parcels.
APPROVED	VC288	18/09/2025	The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.
APPROVED	VC289	14/09/2025	Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.
APPROVED	VC292	11/09/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.
APPROVED	VC268	04/09/2025	Amendment VC268 is required to give effect to the Victorian Transmission Plan and update strategies to facilitate renewable energy development in declared renewable energy zones. Changes to references to the Climate Action Act 2017 are required to ensure that planning schemes are accurate.
APPROVED	VC283	01/09/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.

Status	Code	Date	Description
APPROVED	VC279	20/08/2025	The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.
APPROVED	VC290	15/08/2025	The Amendment changes the VPP and 63 planning schemes in Victoria by making Abattoir a section 1 use in the Table of Uses where specified siting, design and amenity conditions are met in clause 35.04 Green Wedge Zone, clause 35.07 Farming Zone and clause 35.08 Rural Activity Zone.
APPROVED	VC282	13/08/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	VC280	13/08/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	GC237	13/08/2025	Rezone declared freeway and arterial road land to Transport Zone 2 (TRZ2) and delete redundant Public Acquisition Overlays, following the completion of road projects.
APPROVED	VC281	13/08/2025	Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murrn) Act 2017.
APPROVED	VC276	01/08/2025	Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.

PROPOSED PLANNING SCHEME AMENDMENTS

7/47 Potter Street, Dandenong Vic 3175

Status	Code	Date	Description
PROPOSED	C249gdan	18/04/2025	The amendment proposes to correct anomalies and mapping errors in the Schedule to Clause 43.01 Heritage Overlay to ensure the information and planning controls contained within the Heritage Overlay Schedule are correct and accurate . The amendment affects 18 heritage places located in Greater Dandenong.



GRZ3 - General Residential Zone - Schedule 3

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

To provide a transition in building height and density between residential development in Substantial Change Areas or Activity Centres and other Incremental Change or Limited Change Areas. To ensure the scale, built form and setbacks of residential developments respond to the existing site circumstances by respecting the predominant built form, façade and street patterns. To provide appropriate front, side and rear setbacks to allow for substantial high quality landscaping and canopy trees and maximise planting opportunities through minimal paving and hard surfaces within front setbacks. To ensure vehicle accessways and storage facilities do not visually

dominate the streetscape. To ensure that residential development achieves high quality useable private open space outcomes for future residents.

LPP 32.08 Schedule 3 To Clause 32.08 General Residential Zone

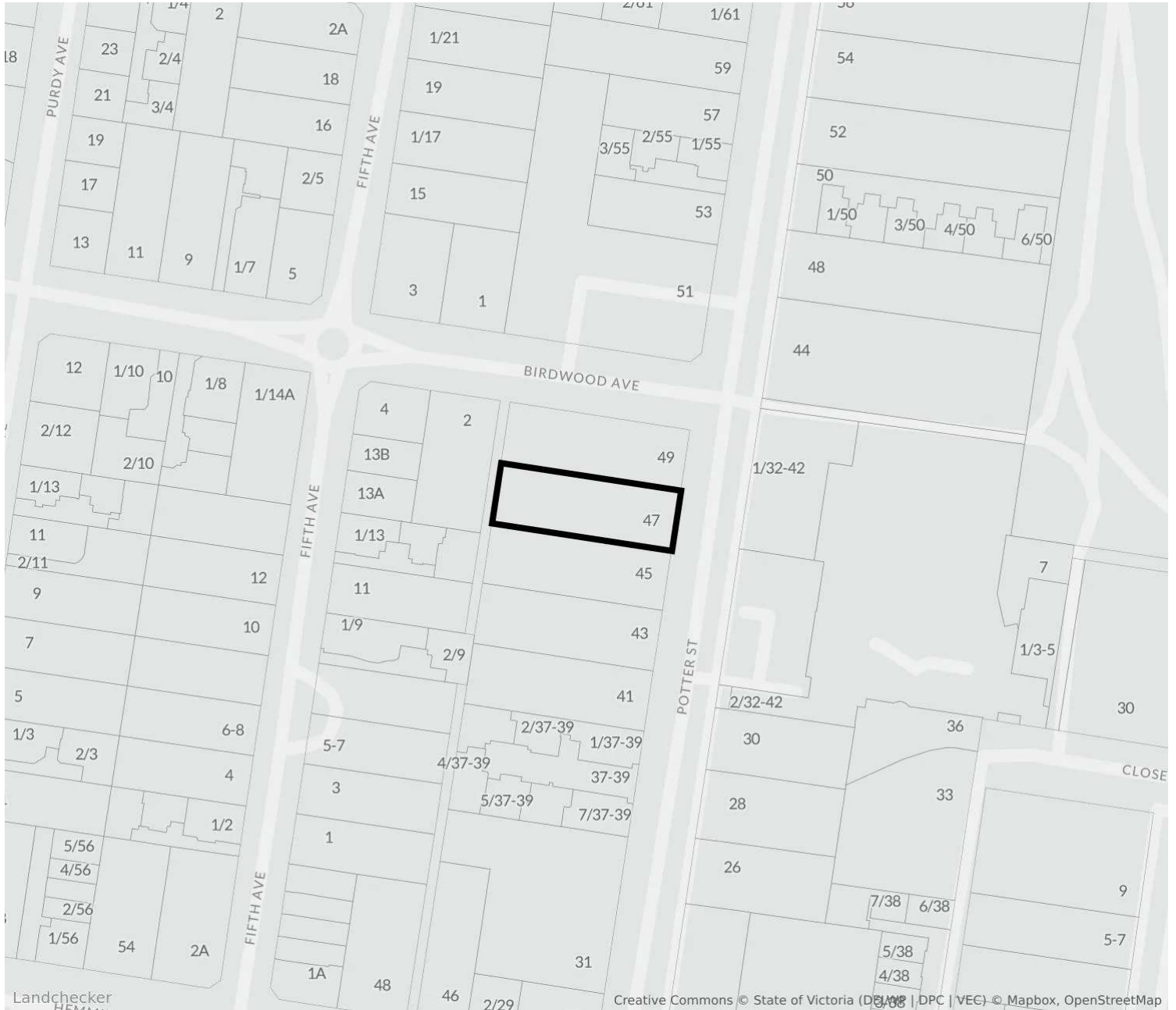
For confirmation and detailed advice about this planning zone, please contact GREATER DANDENONG council on 03 8571 1000.

Other nearby planning zones

- GRZ - General Residential Zone
- PPRZ - Public Park And Recreation Zone
- RGZ - Residential Growth Zone

OVERLAYS

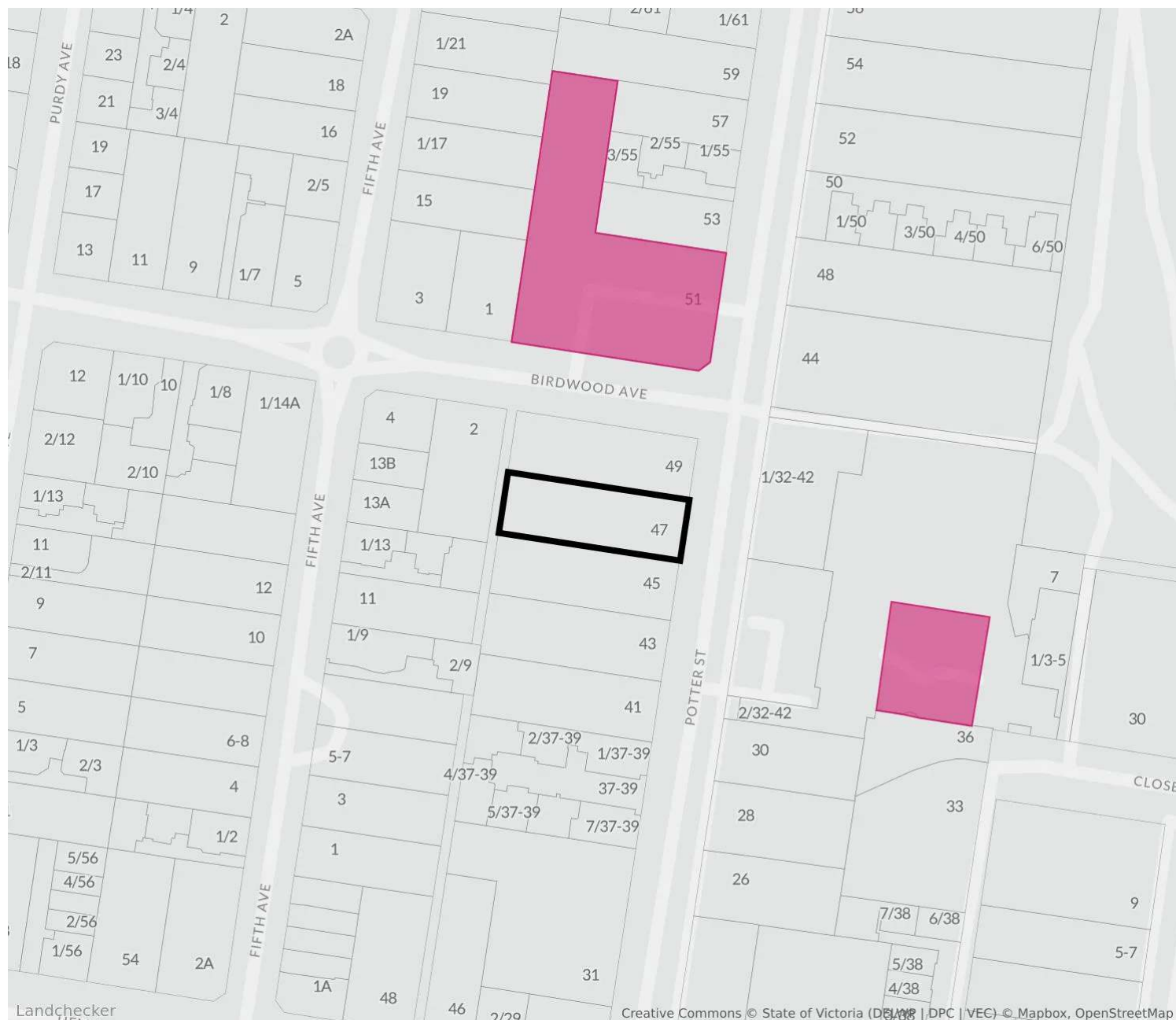
7/47 Potter Street, Dandenong Vic 3175



There are no overlays for this property

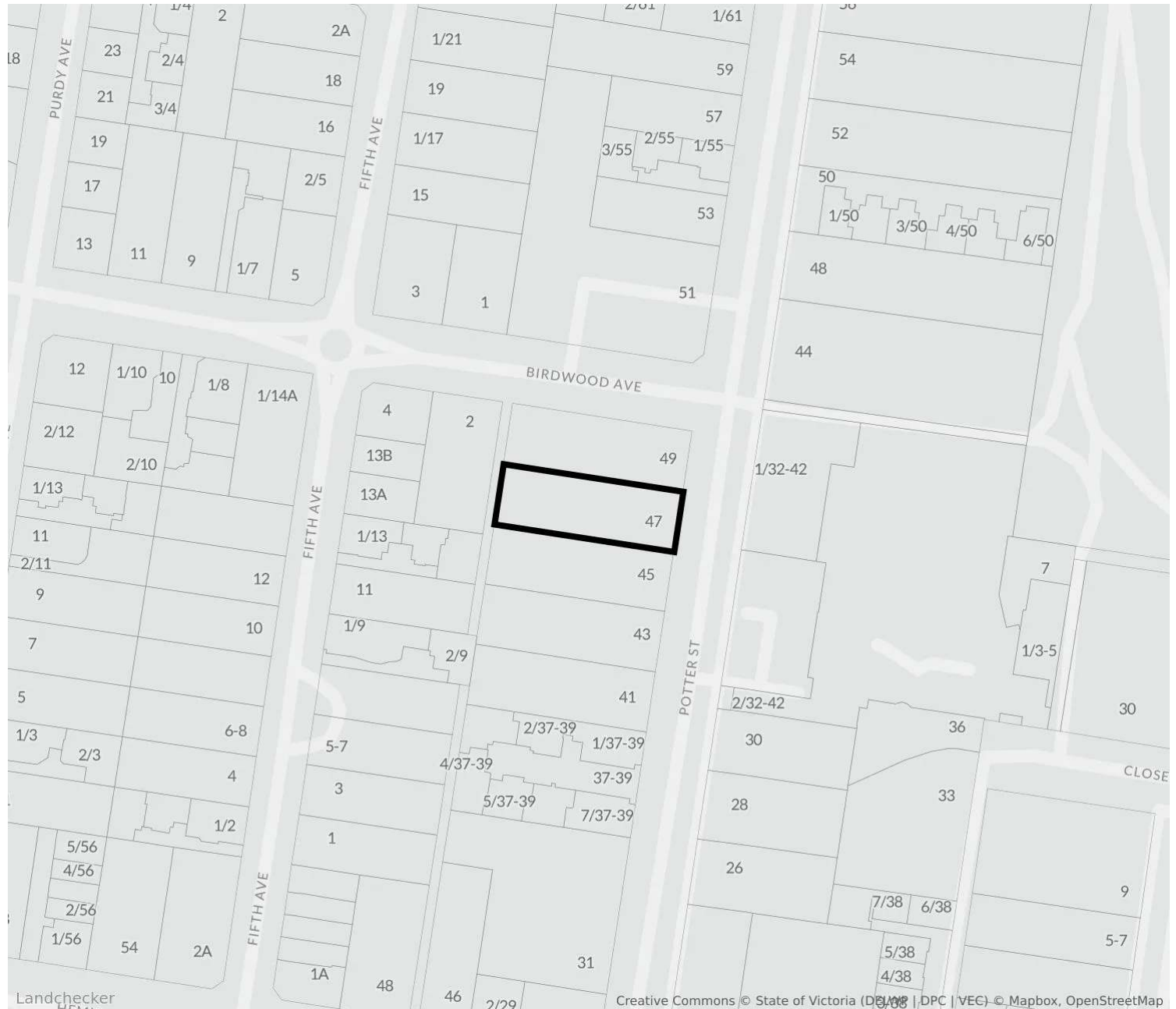
NEARBY OVERLAYS

7/47 Potter Street, Dandenong Vic 3175



HO - Heritage Overlay

For confirmation and detailed advice about this planning overlay, please contact GREATER DANDENONG council on 03 8571 1000.

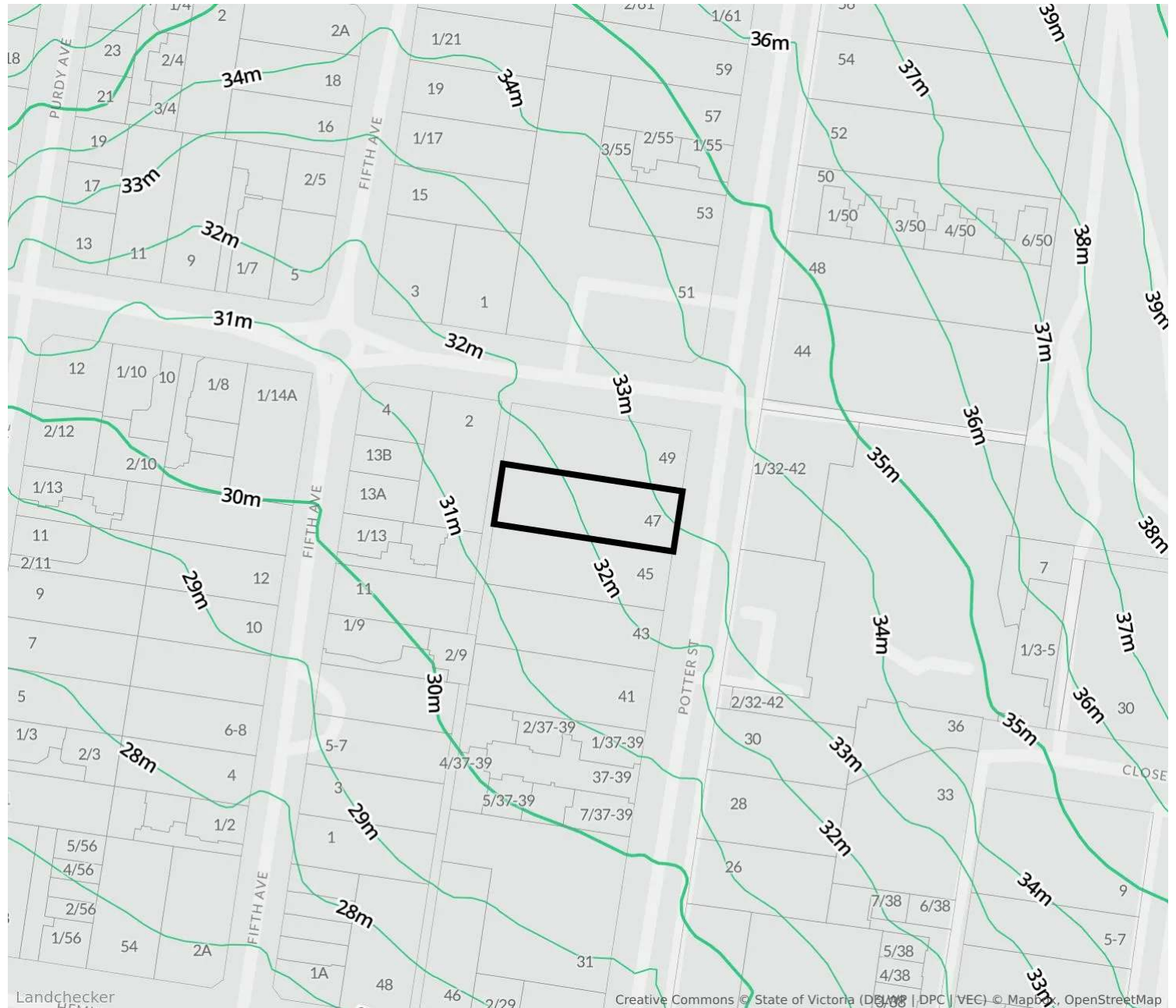


Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact GREATER DANDENONG council on 03 8571 1000.

For confirmation and detailed advice about the bushfire prone area of this property, please contact GREATER DANDENONG council on 03 8571 1000.



1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact GREATER DANDENONG council on 03 8571 1000.

NEARBY EASEMENTS

7/47 Potter Street, Dandenong Vic 3175



- **Water**
South East Water
- **Electricity**
Department of Energy, Environment, and Climate Action
- **Others**
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

PLANNING PERMIT HISTORY

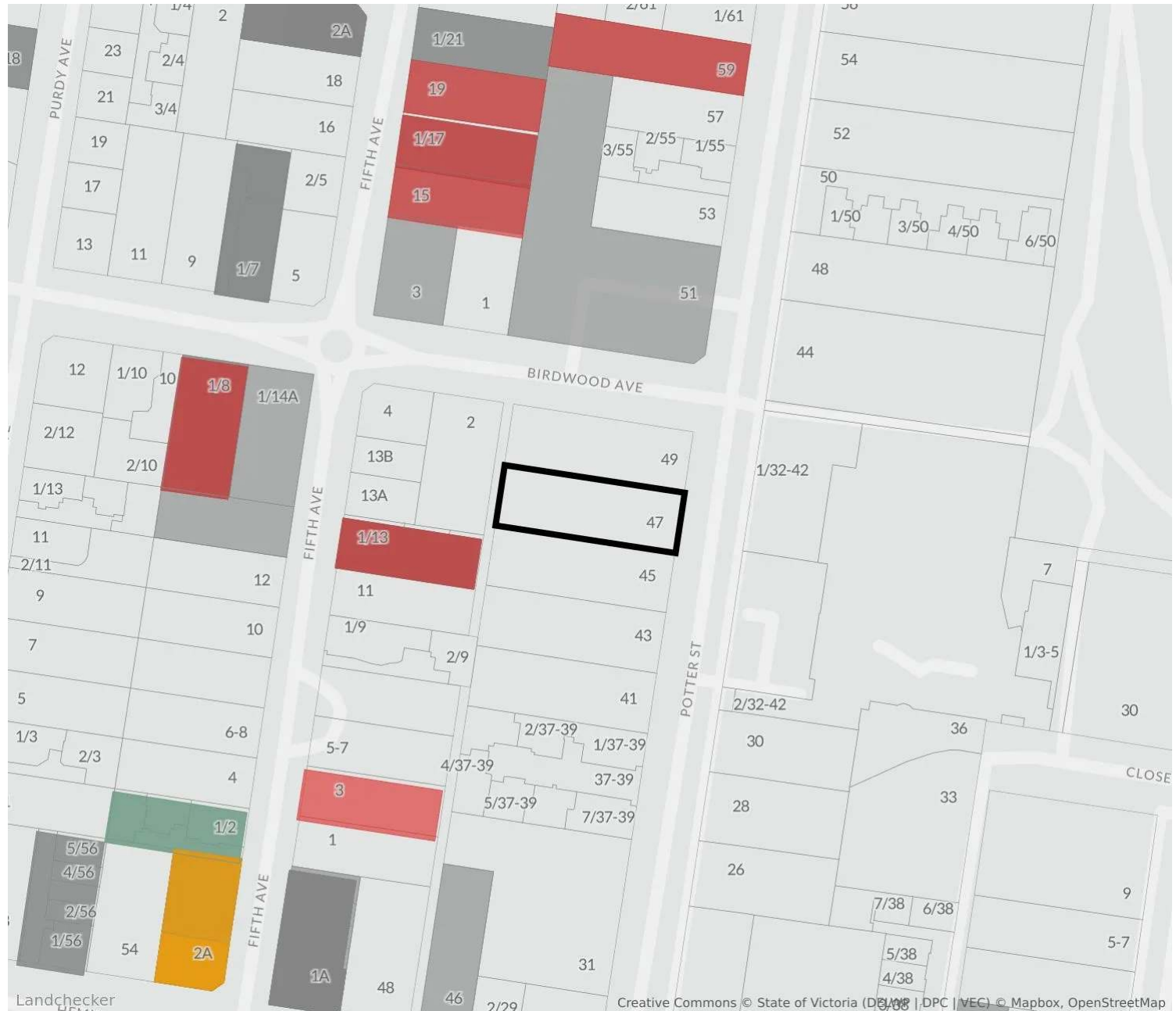
7/47 Potter Street, Dandenong Vic 3175



No planning permit data available for this property.

NEARBY PLANNING PERMITS

7/47 Potter Street, Dandenong Vic 3175



Status	Code	Date	Address	Description
PENDING	PSUB25/0029	Received 19/03/2025	<u>52 Hemmings Street, Dandenong</u> <u>52 Hemmings Street, Dandenong</u> <u>52 Hemmings Street, Dandenong</u>	Subdivision x 4 spear.
OTHER	PLN25/0089	29/04/2025	<u>52 Hemmings Street, Dandenong</u> <u>52 Hemmings Street, Dandenong</u> <u>52 Hemmings Street, Dandenong</u>	Subdivision of the land into four (4) lots spear.
OTHER	PLN24/0443	24/04/2025	<u>19 Fifth Avenue, Dandenong</u>	Development of the land for three (3) double storey dwellings.
REJECTED	PLN24/0306	17/10/2024	<u>19 Fifth Avenue, Dandenong</u>	Development of the land for three (3) double storey dwellings.
OTHER	PLA24/0030	17/07/2024	<u>18 Purdy Avenue, Dandenong</u>	Amendment to: development of the land for a double storey dwelling to the rear of an existing single storey dwelling (pln21/0691).
OTHER	PLN23/0332	26/03/2024	<u>46 Hemmings Street, Dandenong</u>	Development of the land for five (5) double-storey

Status	Code	Date	Address	Description
				dwellings.
OTHER	PLN23/O346	15/03/2024	<u>59 Potter Street, Dandenong</u>	Development of the land for five (5) double storey dwellings.
OTHER	PLN23/O040	08/03/2024	<u>52 Hemmings Street, Dandenong</u> <u>52 Hemmings Street, Dandenong</u> <u>52 Hemmings Street, Dandenong</u>	Development of the land for four (4) double storey dwellings.
OTHER	PLN23/O496	14/12/2023	<u>8 Birdwood Avenue, Dandenong</u>	Subdivision of the land into three (3) lots spear.
OTHER	PLN23/O463	31/10/2023	<u>20 Fifth Avenue, Dandenong</u> <u>20 Fifth Avenue, Dandenong</u> <u>2a Sixth Avenue, Dandenong</u>	Subdivision of the land into two (2) lots spear (vicsmart).
REJECTED	PLN23/O188	13/07/2023	<u>59 Potter Street, Dandenong</u>	Development of the land for six (6) double storey dwellings.
OTHER	PLN22/O349	30/03/2023	<u>3 Birdwood Avenue, Dandenong</u>	Development of the land for three (3) double storey dwellings.
OTHER	PLN22/O557	13/01/2023	<u>50 Hemmings Street, Dandenong</u> <u>50 Hemmings Street, Dandenong</u>	Subdivision of the land into five (5) lots spear.
OTHER	PLN21/O691	23/08/2022	<u>18 Purdy Avenue, Dandenong</u>	Amendment received development of the land for a double storey dwelling to the rear of an existing single storey dwelling see child process pla24.
OTHER	PLA21/O084	21/06/2022	<u>21 Fifth Avenue, Dandenong</u>	Amendment to: the development of the land for one (1) double storey dwelling and one (1) single storey dwelling (pln18/O112) to propose: development of the land for two (2) double storey dwellings.
OTHER	PLN21/O403	08/06/2022	<u>50 Hemmings Street, Dandenong</u> <u>50 Hemmings Street, Dandenong</u>	Development of five (5) double storey dwellings and a reduction in car parking.
OTHER	PLN20/O423	02/02/2021	<u>17 Fifth Avenue, Dandenong</u>	Development of the land for three (3) dwellings (two double-storey dwellings and one single-storey dwelling to the rear).
OTHER	PLN20/O110	30/03/2020	<u>13 Fifth Avenue, Dandenong</u>	Subdivision of the land into three (3) lots spear.
OTHER	PLN19/O586	29/11/2019	<u>7 Birdwood Avenue, Dandenong</u>	Subdivision x 2 spear.
OTHER	PLN19/O118	09/08/2019	<u>51 Potter Street, Dandenong</u>	Buildings and works in association with a place of assembly.
OTHER	PLN19/O192	29/05/2019	<u>2 Fifth Avenue, Dandenong</u>	Subdivision of the land into three (3) lots spear.
OTHER	PLN18/O112	30/10/2018	<u>21 Fifth Avenue, Dandenong</u>	Amendment received: to develop the land for one (1) double storey dwelling and one (1) single storey dwelling - see pla21/O084.
OTHER	PLN17/O785	10/08/2018	<u>7 Birdwood Avenue, Dandenong</u>	Development of the land for two (2) dwellings comprising one (1) single storey to the rear of the existing single storey dwelling.
OTHER	PLN17/O620	22/05/2018	<u>8 Birdwood Avenue, Dandenong</u>	The development of the land for three (3) new double storey dwellings.
OTHER	PLN17/O855	21/05/2018	<u>36 Hemmings Street, Dandenong</u>	Development of the land for two (2) double storey dwellings.
OTHER	PLN17/O388	15/05/2018	<u>13 Fifth Avenue, Dandenong</u>	Develop the land for three (3) double storey dwellings and remove the covenant (instrument 1657868).
OTHER	PLN17/O714	19/02/2018	<u>15 Fifth Avenue, Dandenong</u>	Development of the land for one (1) double storey dwelling and one (1) single storey dwelling to the rear.
APPROVED	PLN17/O237	01/12/2017	<u>2 Fifth Avenue, Dandenong</u>	Amendment received see child process development of the land for three (3) dwellings (two double storey dwellings and one single storey dwelling to the rear).

Status	Code	Date	Address	Description
OTHER	PLN17/0216	22/09/2017	17 Fifth Avenue, Dandenong	Development of the land for three dwellings (3) (two double storey dwellings and one single storey dwelling to the rear).
OTHER	PLN17/0271	16/06/2017	56 Hemmings Street, Dandenong	Subdivision x 5 (spear).
REJECTED	PLN16/0706	31/05/2017	15 Fifth Avenue, Dandenong	Construction of two (2) double storey dwellings and one (1) single storey dwelling.
REJECTED	PLN16/0381	23/03/2017	8 Birdwood Avenue, Dandenong	Construct six (6) dwellings comprising five (5) triple storey dwellings to the front with one (1) double storey dwelling to the rear and reduce the car parking requirement.
OTHER	PLN16/0696	03/02/2017	14 Fifth Avenue, Dandenong	Multi dwelling development x 3.
OTHER	PLN14/0119.01	13/01/2017	56 Hemmings Street, Dandenong	Amendment to: multi dwelling development x 5 (double storey) new.
REJECTED	PLN16/0472	13/12/2016	17 Fifth Avenue, Dandenong	Multi dwelling development x 3 new.
REJECTED	PLN16/0408	10/11/2016	13 Fifth Avenue, Dandenong	Multi dwelling development x 4 (double storey) new.
OTHER	PLN15/0684	22/06/2016	50 Hemmings Street, Dandenong 50 Hemmings Street, Dandenong	Removal of restriction.
REJECTED	PLN16/0082	03/06/2016	3 Fifth Avenue, Dandenong	Removal of restriction.
REJECTED	PLN12/0440	26/08/2015	13 Fifth Avenue, Dandenong	Multi unit development x 9.
OTHER	PLN14/0119	04/02/2015	56 Hemmings Street, Dandenong	Amendment received: multi dwelling development x 5 (double storey) new.
OTHER	PLN14/0283	17/09/2014	2/55 Potter Street, Dandenong 1/55 Potter Street, Dandenong	Subdivision x 3 spear.
OTHER	PLN14/0334	04/09/2014	51 Potter Street, Dandenong	Buildings and works - alterations to existing building (church).
APPROVED	PLN13/0799	11/08/2014	20 Fifth Avenue, Dandenong 20 Fifth Avenue, Dandenong	Multi dwelling development x 3 (double storey).
OTHER	PSUB14/0119	Received 17/07/2014	48 Hemmings Street, Dandenong	Removal of covenant.
OTHER	PSUB17/0014	Received 27/01/2017	50 Hemmings Street, Dandenong 50 Hemmings Street, Dandenong	Subdivision removal of covenant.
OTHER	PSUB19/0165	Received 25/11/2019	7 Birdwood Avenue, Dandenong	Subdivision x 2 spear.
OTHER	PSUB20/0038	Received 04/03/2020	13 Fifth Avenue, Dandenong	Subdivision x 3 spear.
OTHER	PSUB22/0124	Received 02/12/2022	50 Hemmings Street, Dandenong 50 Hemmings Street, Dandenong 50 Hemmings Street, Dandenong	Subdivision x 5 spear.
OTHER	PSUB23/0125	Received 16/10/2023	20 Fifth Avenue, Dandenong 20 Fifth Avenue, Dandenong 2a Sixth Avenue, Dandenong	Subdivision x 2 spear.
OTHER	PSUB23/0132	Received 03/11/2023	8 Birdwood Avenue, Dandenong	Subdivision x 3 spear.

For confirmation and detailed advice about this planning permits, please contact GREATER DANDENONG council on 03 8571 1000.



Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning BMO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	11/09/2025
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Department of Environment, Land, Water and Planning BMO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning FO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning RFO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	11/09/2025
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	11/09/2025

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	11/09/2025

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