



CONTRACT OF SALE & VENDOR STATEMENT

TO THE PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the ACT")

UNIT 10, 60-62 CLEELAND STREET, DANDENONG VIC 3175

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Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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*.

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Kiranpal Kaur

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: OBrien Real Estate Blackburn
Address: _____
Email: harry.singh@obrienrealestate.com.au
Tel: 0433441313 Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Kiranpal Kaur
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: BLUE GEM Conveyancing
Address: 36 Russell Crescent, Mount Waverley VIC 3149
Email: neha@bluegemconveyancing.com.au
Tel: 0452 391 871 Mob: _____ Fax: _____ Ref: BGC2101

Purchaser's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09035	Folio	499	10	004570
Volume	09035	Folio	525	36	004570

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 10, 60-62 Cleeland Street, Dandenong VIC 3175

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

Fixtures and fittings of permanent nature.

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)**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 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

*(*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 residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

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

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (e.g., 4a, 4b, 4c, etc.)

1. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.4 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.
- 1.5 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 in this special condition; and
 - b) ensure that the representative does so.
- 1.6 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 special 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 special 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.
- 1.7 The representative is taken to have complied with the obligations in special condition 18.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 1.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953(Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. ELECTRONIC CONVEYANCING

Settlement and lodgment will be conducted electronically in accordance with the Electronic Conveyancing National Law and Special Condition 2 applies.

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

3. IDENTITY OF LAND

- 3.1 Without limiting the generality of general condition 3, the Purchaser admits, agrees and accepts that:
- a) any boundary fence or wall is correctly located on the title boundary of the Land; and
 - b) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.
- 3.2 The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title) in respect of any matters referred to in special condition 3.1.

4. PRIOR REPRESENTATIONS AND CONDITION OF LAND

- 4.1 The Purchaser acknowledges that except as is contained in this Contract and the Vendor's Statement (and as is prescribed by the Law), there are no other conditions, warranties or other terms affecting or relating to the sale of the Land. To the extent permitted by Law, the Purchaser shall not be entitled in any way to rely on (or make any Claims against the Vendor in connection with) any information, representation or warranty made or claimed to have been made by the Vendor or on the Vendor's behalf (including but not limited to by the Vendor's estate agent or solicitor) including but not limited to in relation to compliance with any Laws affecting the Land or the compliance of any improvements on the Land with any Building Law.
- 4.2 It is further acknowledged by the Purchaser that:
- a) they buy the Land subject to:
 - i. Any Laws affecting the Land;
 - ii. any restriction or condition affecting or imposed on the Land and its use and development (including as imposed under any planning permit, approval or agreement or planning controls),
 - b) any improvements on the Land may be subject to or require compliance with the Building Law and any failure to comply with any one or more of those laws shall not constitute and shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection, claim any compensation or refuse or delay payment of the Price or any part thereof on any such ground; and
 - c) except as is required by law and/or is otherwise stated hereunder, the Vendor gives no warranty as to the state of repair and condition or suitability of the Land or of the Goods any of the fittings and fixtures thereon and the Purchaser purchases the Land and the Goods subject to all faults and defects (both latent or patent) and in its present state of repair or condition.
- 4.3 The Purchaser acknowledges and agrees that the Land is sold and the Purchaser takes title subject to any easements (both express or implied) affecting the land by virtue of the provisions of the Sale of Land Act 1962 (Victoria) Act (the "Act") and subject to all statutory planning controls and the restrictions on the use of the Land thereby imposed by all competent authorities, including without limiting the generality of the foregoing, the Land is sold subject to any controls and restrictions imposed by any other town planning Acts or schemes (including the terms of any planning permit issued in relation to the Land and the Plan of Subdivision and/or the terms of any Section 173 Agreement (including but not limited to as entered after the date of this Contract). The Purchaser shall not make any requisition, objection or claim for compensation concerning any such easements controls and restrictions (including the terms of such planning permit and/or any Section 173 Agreement) upon the Land sold.

5. SERVICES

To the extent permitted by law, the Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action, in relation to:

- a) the nature, location, availability or non-availability of any services;
- b) any defects in any services;
- c) there being or not being an easement or other right in respect of any services;
- d) any service being a joint service with any other land or building;
- e) any service for any other land or building passing through or over the Land;
- f) any service installed in, on or under the Land not having been approved by an authority; or
- g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the land.

6. PLANNING SCHEMES

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

7. NO REPRESENTATIONS

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

8. DWELLING

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

9. DEPOSIT

Not used

10. GURANTEE

If a company purchases the property:

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

11. DEFAULT/BREACH INTEREST

The purchaser must pay to the vendor interest at 12% per annum on an amount in default/breach from the time it fell due until the default/breach ceases. If a default notice is issued, then the cost of \$800 + GST for issuing default notice shall be paid by the purchasers.

12. LOSS ARISING FROM DEFAULT

The purchaser hereby agrees and acknowledges that should the purchaser for any reason be unable to perform its obligations under this contract as and when required by the contract and should the vendor suffer loss, damage and expense as a result of such failure, in addition to any interest due under Special Condition

11, then the purchaser shall reimburse the vendor for any and all reasonably foreseeable losses, damages or expenses, including but not limited to:

- a) Any interest, fees, charges or other costs incurred as a result of additional financing being required by the vendor in order that the vendor may satisfy its obligations under any other contract entered into by the vendor for the purchase of any other property, whereby such additional finance would not be required but for the default of the purchaser;
- b) Any interest, fees, charges or other costs incurred by the vendor in relation to any loan where the property subject to this contract has been provided as a security for such loan;
- c) Any expenses or costs incurred by the vendor for any temporary accommodation required by the vendor as a result of the purchaser not being able to satisfy its obligations under this contract, including where the vendor is not able to enter into occupation of premises purchased by him as a result of the default of the purchaser;
- d) Any expenses or costs incurred by the vendor in relation to any transport or removalist agreement entered into by the vendor in anticipation of the purchaser being able to satisfy his obligations under this contract as and when required;
- e) Any fees, charges, penalty interest or other penalties or expenses incurred by the vendor as a result of any delay in completion of the vendors purchase of another property, as a result of the default of the purchaser under this contract: and
- f) Any legal fees, costs or expenses as between solicitor and client incurred by the vendor as a result of the default of the purchaser.

13. FIRB APPROVAL

The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not require the purchaser to obtain consent to enter this contract.

If there is a breach of the warranty contained in clause 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

This warranty and indemnity do not merge on completion of this contract.

14. RESCHEDULED SETTLEMENT

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$220.00 + GST at the at the settlement for each request.

15. ADJUSTMENTS

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$150.00 + GST for the delay in receiving the Statement of Adjustments and all relevant certificates.

16. LICENSE AGREEMENT

In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser shall execute a license agreement as prepared by the Vendor's representative and shall prior to taking possession pay the costs associated with said preparation.

17. NOMINATION

Should the Purchaser do a nomination, the Purchaser will pay the Vendor Conveyancer's costs in the sum of \$200.00 + GST.

18. OUTGOINGS

- 18.1 In the event that the Land is not separately rated or assessed in respect of any of the outgoings referred to in General condition 15 the proportion thereof to be apportioned between the Vendor and the Purchaser shall be in the same proportion as the lot liability that the Land bears to the total lot liability of all the land in the Plan of Subdivision as is reasonably determined by the Vendor.
- 18.2 If as a result of a breach of this Contract by the Purchaser the Property is owned by the Vendor as at midnight on 31 December following the Settlement Date then land tax is to be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Settlement Date.
- 18.3 The Purchaser must solely bear and pay any:
- (a) supplementary rates and taxes;
 - (b) infrastructure levies; and
 - (c) services connection fees or levies,
- assessed or levied on the Property on or after the registration at Titles Office of the Plan of Subdivision.

19. VARIATION/DELETION OF OTHER GENERAL CONDITIONS

- 19.1 General conditions 6.6 does not apply.
- 19.2 A new General Condition 14.12 is added to this contract as follows: "Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization 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."
- 19.3 General Condition 31.3 is amended to remove the words "but may claim compensation from the vendor after settlement." General conditions 12, 31.4 – 31.6 are deleted.
- 19.4 A new general condition 20.4 is added "If the purchaser rescinds the contract based on finance clause, then they need to provide satisfactory evidence from financial institution. Any evidence from mortgage broker will not be deemed as sufficient evidence."

20. PRECEDENCE OF SPECIAL CONDITIONS

The Special Conditions shall take precedence over and prevail to the extent of any inconsistency with any other term or condition of this Contract, including Part 1 of the form of contract, the Particulars of Sale, the General Conditions and Vendor's Statement.

21. TRUST

If the Purchaser is buying the Land as trustee of a trust ("Trust") then the Purchaser:

- a) must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- b) warrants that the Purchaser has power under the Trust to enter into this Contract
- c) is personally liable under this Contract;
- d) warrants that the Purchaser has a right of indemnity under the Trust; and
- e) must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

22. SOLAR PANELS (if applicable)

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

23. POOL COMPLIANCE (if applicable)

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

- a) Register the pool or spa with the local council if the vendor has not already done so.
- b) Arrange a private inspection and obtain a report at his cost;
- c) Comply with all the requirements of the report;
- d) Arrange any further inspections at his cost; and
- e) Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

24. Outgoings

The purchaser shall be responsible for any notice, demand or levy imposing any liability on the property without limitation that does not specifically relate to periodic outgoings made on or after the Day of Sale. If the Vendor is required to pay such tax before settlement, the Purchaser shall reimburse the Vendor the amount paid at settlement.

ANNEXURE "A"

GUARANTEE AND INDEMNITY

THIS DEED OF GUARANTEE AND INDEMNITY ("Guarantee") is made the Date of Guarantee and Indemnity detailed in the Schedule hereto

BY: The Guarantors detailed in the Schedule hereto (hereinafter referred to as "the Guarantor")

IN CONSIDERATION of the Vendor detailed in the Schedule hereto (the "Vendor") at our request having agreed to enter into the Contract detailed in in the Schedule hereto with the Purchaser detailed in the Schedule hereto for the sale of the Property detailed in the Schedule hereto and for the Price and upon the conditions specified in the within Contract, we the Guarantor on behalf of ourselves and our respective executors and administrators HEREBY jointly and severally agree to GUARANTEE AND INDEMNIFY the Vendor as follows:

1. the Guarantor GUARANTEES to the Vendor that the Purchaser will perform all of the obligations of the Purchaser under the Contract, including payment of the Purchase Price ("Price"), interest and all other monies;
2. the Guarantor shall pay to the Vendor on demand by the Vendor all monies payable pursuant to the Contract which are not paid by the Purchaser pursuant to the Contract whether demand for the same has been made by the Vendor on the Purchaser or not;
3. the Guarantor shall observe and perform on demand by the Vendor all of the covenants conditions obligations and liabilities binding the Purchaser which the Purchaser does not comply whether demand for such observance or performance has been made by the Vendor on the Purchaser or not;
4. the Guarantor INDEMNIFIES and agree to keep indemnified the Vendor against all loss of Purchase Price ("Price") or purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser under the Contract (including but not limited to, the Purchaser having exceeded the powers of the Purchaser or being incompetent to enter into the Contract or going into liquidation);
5. the Guarantor ACKNOWLEDGES AND AGREES that this Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released or affected by any neglect or indulgence shown or any extension granted by the Vendor in enforcing the Contract, nor by any alteration made by the Vendor and the Purchaser (in the terms and conditions of the Contract), nor by any part payment or part performance under the Contract, nor by reason of the Vendor assigning its rights under the Contract, or by any other thing which under the law relating to sureties which would but for this provision have the effect of releasing the Guarantor.
6. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor pursuant to this Guarantee shall be deemed to be duly made if the same be in writing and executed by the Vendor or by the Solicitor of the Vendor or by any person duly authorised by the Vendor to make such demand on his behalf and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at his address hereinbefore specified or be delivered personally to the Guarantor.
7. Without limiting any other term or condition of this Deed, a judgment entered by the Vendor against the Purchaser is conclusive evidence of an amount owing by a Guarantor under this guarantee and indemnity and in the case of such judgment having been entered against the Purchaser, then the Vendor in any proceedings issued against a Guarantor, does not have to prove the amounts owing under this guarantee and indemnity and is entitled to rely (without having to prove the same) on the judgment sum made against the Purchaser.

SCHEDULE

Date of Guarantee and Indemnity:

Guarantor:

..... of

..... of

Vendor: Kiranpal Kaur

Purchaser:

Contract: made between the Vendor and Purchaser dated

Property: Unit 10, 60-62 Cleeland Street, Dandenong VIC 3175

EXECUTED AS A DEED:

SIGNED SEALED AND DELIVERED

by the said _____

in the presence of:

)

)

)

.....

.....

Witness sign

Print Name:

Print Address:

SIGNED SEALED AND DELIVERED

by the said _____

in the presence of:

)

)

)

.....

.....

Witness sign

Print Name:

Print Address:

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	UNIT 10, 60-62 CLEELAND STREET, DANDENONG VIC 3175	
------	--	--

Vendor's name	Kiranpal Kaur	Date
		/ /
Vendor's signature		

Purchaser's name		Date
		/ /
Purchaser's signature		

Purchaser's name		Date
		/ /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$6,000.00

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006. The certificate will be provided in due course.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

8. SERVICES

The services which are marked with an ‘X’ in the accompanying square box are NOT connected to the land:

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

Page 1 of 2

VOLUME 09035 FOLIO 499

Security no : 124114118345Y
Produced 12/04/2024 06:51 AM

LAND DESCRIPTION

Lot 10 on Registered Plan of Strata Subdivision 004570.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08928 Folio 875
Created by instrument F316392 13/06/1974

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KIRANPAL KAUR of 9 HERITAGE GARDENS SYDENHAM VIC 3037
AH287793X 09/06/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH287794V 09/06/2010
COMMONWEALTH BANK OF AUSTRALIA

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 RP004570 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 10 60-62 CLEELAND STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP004570

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

Page 2 of 2

DOCUMENT END

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

Page 1 of 2

VOLUME 09035 FOLIO 525

Security no : 124114121768D
Produced 12/04/2024 09:50 AM

LAND DESCRIPTION

Lot 36 on Registered Plan of Strata Subdivision 004570.
CAR PARK
PARENT TITLE Volume 08928 Folio 875
Created by instrument F316392 13/06/1974

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KIRANPAL KAUR of 9 HERITAGE GARDENS SYDENHAM VIC 3037
AH287793X 09/06/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH287794V 09/06/2010
COMMONWEALTH BANK OF AUSTRALIA

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 RP004570 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: CLEELAND STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP004570

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

Page 2 of 2

DOCUMENT END

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Number of Pages (excluding this cover sheet)	3
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PLAN OF STRATA SUBDIVISION		EDITION 1		RP004570	
LOCATION OF LAND PARISH: DANDENONG TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 39 (PT) TITLE REFERENCE: VOL.8928 FOL.875 LAST PLAN REFERENCE: CP100952 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 60 CLEELAND STREET, DANDENONG, 3175			FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT		
			SURVEYOR'S CERTIFICATE Surveyor: GRAHAM NORMAN SHAW Certification Date: 04/02/1974		
			SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF DANDENONG on 13/05/1974 REGISTERED DATE: 13/06/1974 PLAN UPDATED BY REGISTRAR IN AN661031Q 03/09/2018		
HERBERT STREET CLEELAND STREET 47.88 89°50' 49.68 31.85 49.68 269°50' 1.22m DRAINAGE RESERVE 179°50' 31.85 10 5 0 10 SCALE OF METRES 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

RP004570

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 16, 18 TO 23 AND 29 TO 34 ARE THREE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 1 TO 16, 18 TO 23 AND 29 TO 34 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 EXCEPT AS TO THOSE PARTS OF LOTS 13 TO 16 SHOWN HATCHED WHERE THE UPPER BOUNDARIES ARE 2.74m ABOVE THE RESPECTIVE LOWER BOUNDARIES.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 17, 24, 25, 26, 27, 28, 35 AND 36.

THE LOWER BOUNDARY OF LOTS 17, 24, 25, 26, 27, 28, 35 AND 36 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARIES OF EACH LOT IS 1.83m ABOVE ITS LOWER BOUNDARY.

LOTS 17 TO 36 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.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1

LOTS 1 TO 16

COLUMN 2

LOTS 17 TO 36

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

PLAN OF STRATA SUBDIVISION

RP004570

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY



CLEELAND STREET

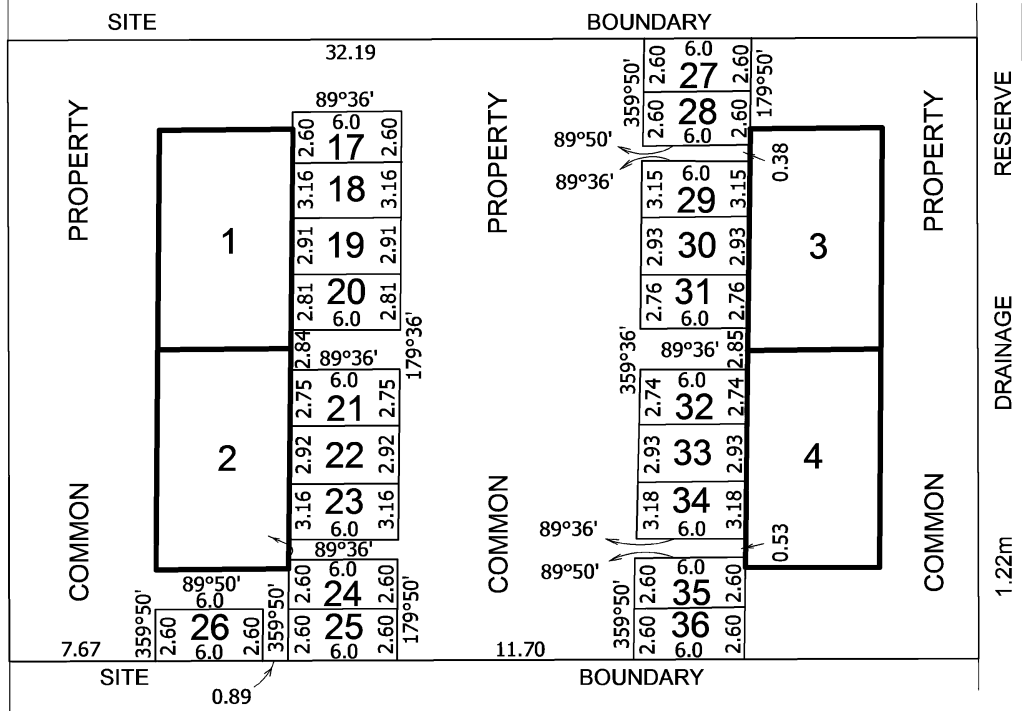


DIAGRAM 2
FIRST STOREY

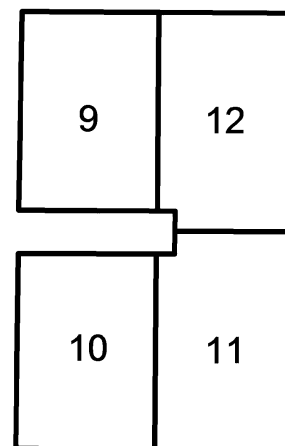
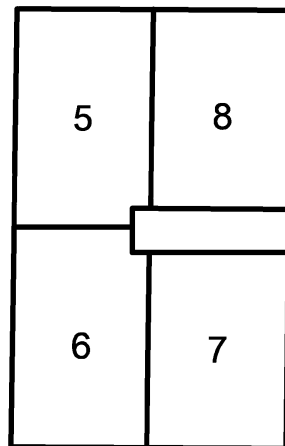
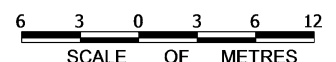
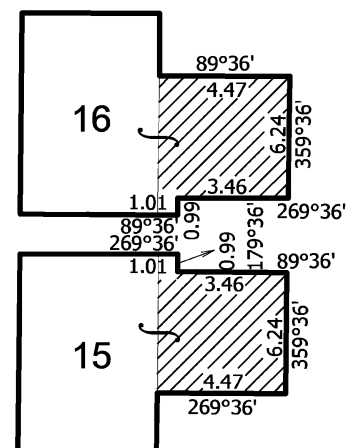
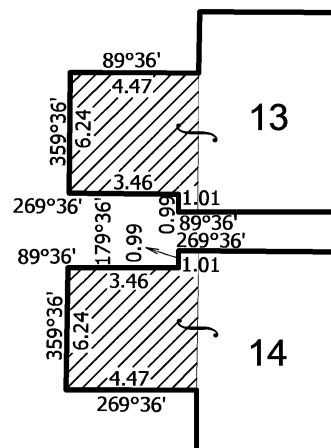


DIAGRAM 3
TOPMOST STOREY



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Number of Pages (excluding this cover sheet)	2
Document Assembled	12/04/2024 09:37

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

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code

Commonwealth Bank of Australia
ABN 48 123 123 124
 385 Bourke Street, Melbourne
 Phone: 1300 137 762
 Name
 Reference 436112003
Customer Code 20S

AH287793X

09/06/2010 \$715 45



MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 09035 Folio 499 & Volume 09035 Folio 525

Estate and Interest: (e.g. "all my estate in fee simple")

ALL OUR ESTATE IN FEE SIMPLE

Consideration:

\$242,000.00

Transferor: (full name)

VELOO KUPPUSAMY & RAKAMAL SAVANANDI

Transferee: (full name and address including postcode)

KIRANPAL KAUR

of 9 Heritage Gardens, Sydenham VIC 3037 as Sole Proprietor

Directing Party: (full name)

Not Applicable

Dated: 12/05/2010

Execution and attestation

SIGNED by the Transferors
 in the presence of:

SIGNED by the Transferee
 in the presence of:

Approval No. 325955A

ORDER TO REGISTER

T1

Please register and issue title to

Signed

Cust. Code



THE BACK OF THIS FORM MUST

STAMP DUTY USE ONLY	
This stamp is	ABN 48 123 123 124 9590.00 AP 134
SRO	Victorian Duty \$.....
Property	Consideration / Advance \$..... 242,000.00
	Victorian Assets %..... Section.....
	Original / Counterpart / Collateral / Upstamp
	Transaction No..... 13668110
	Signature:..... Mr No 12

ANNEXURE PAGE

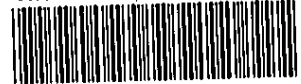
Transfer of Land Act 1958

Privacy Collection Stat
The information from th
authority and is used for
searchable registers and inc

AH287793X

09/06/2010 \$715

45



MADE AVAILABLE/

Office Use Only

This is page 2 of T1 dated 12/05/2010

between Veloo KUPPUSAMY & Rakamal SAVANANDI and ^{AN}

KIRANPAL Kaur

Signatures of the Parties

Panel Heading

Executed by VELOO KUPPUSAMY
In the presence of:

[Signature]
Witness

[Signature]

EXECUTED by RAKAMAL SAVANANDI
In the presence of:

x [Signature]
Witness

x Rakamal

- Approval No 14030912A
- A1**
- 
1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
 2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
 3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
 4. All pages must be attached together by being stapled in the top left corner.

PROPERTY REPORT

From www.land.vic.gov.au at 12 April 2024 06:57 AM

PROPERTY DETAILS

Address: **10/60-62 CLEELAND STREET DANDENONG 3175**

Lot and Plan Number: **Lot 10 RP4570**

Standard Parcel Identifier (SPI): **10\RP4570**

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

Council Property Number: **295805**

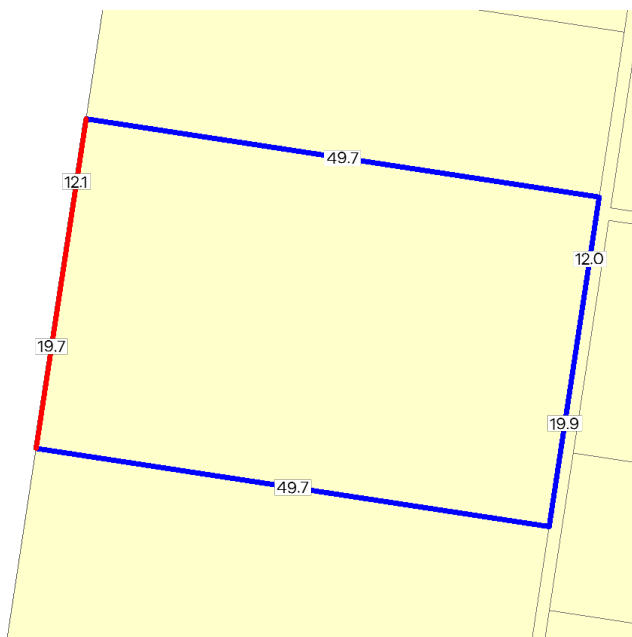
Directory Reference: **Melway 91A E3**

www.greaterdandenong.com

Note: There are 17 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1583 sq. m

Perimeter: 163 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

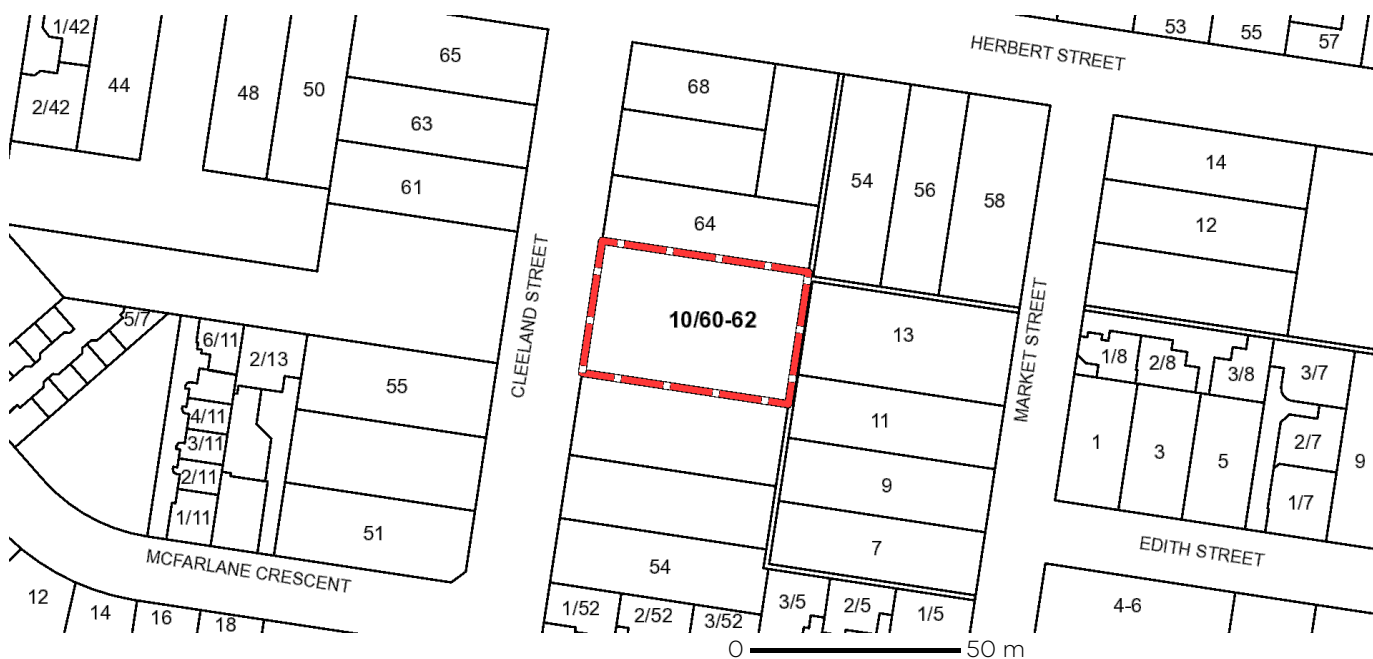
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

Environment,
Land, Water
and Planning

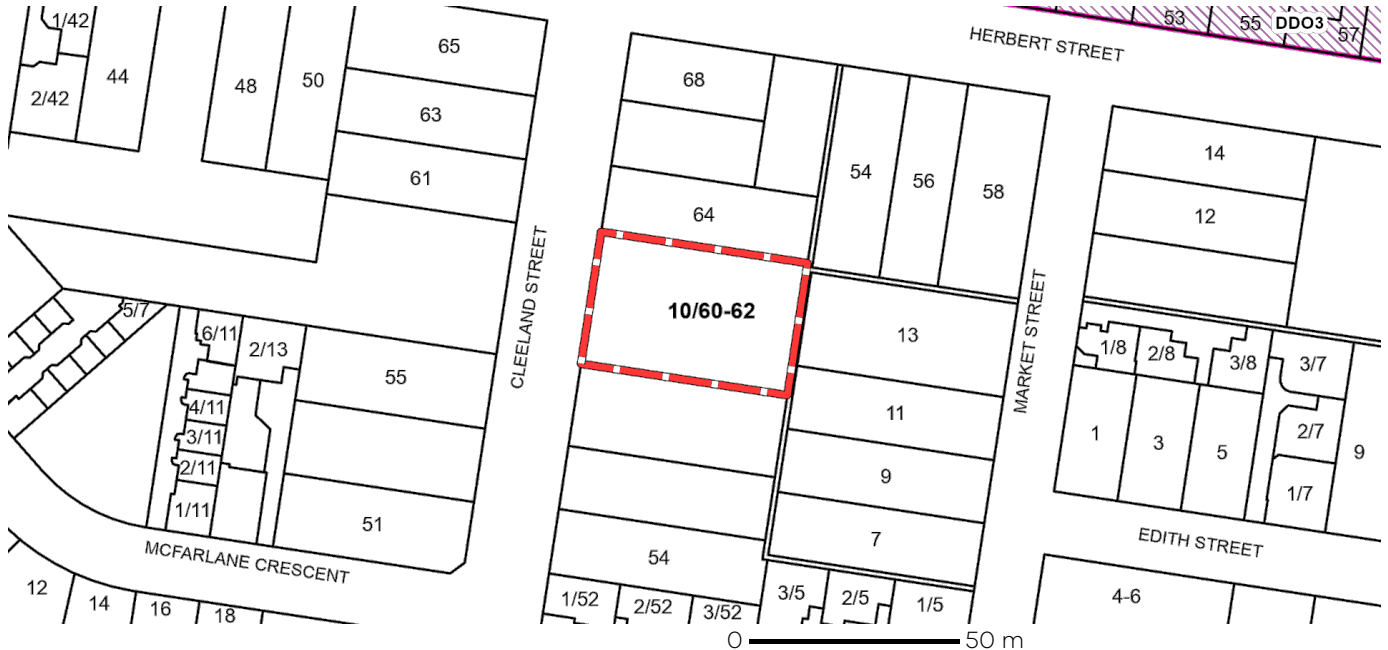
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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



 **DDO - Design and Development Overlay**

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

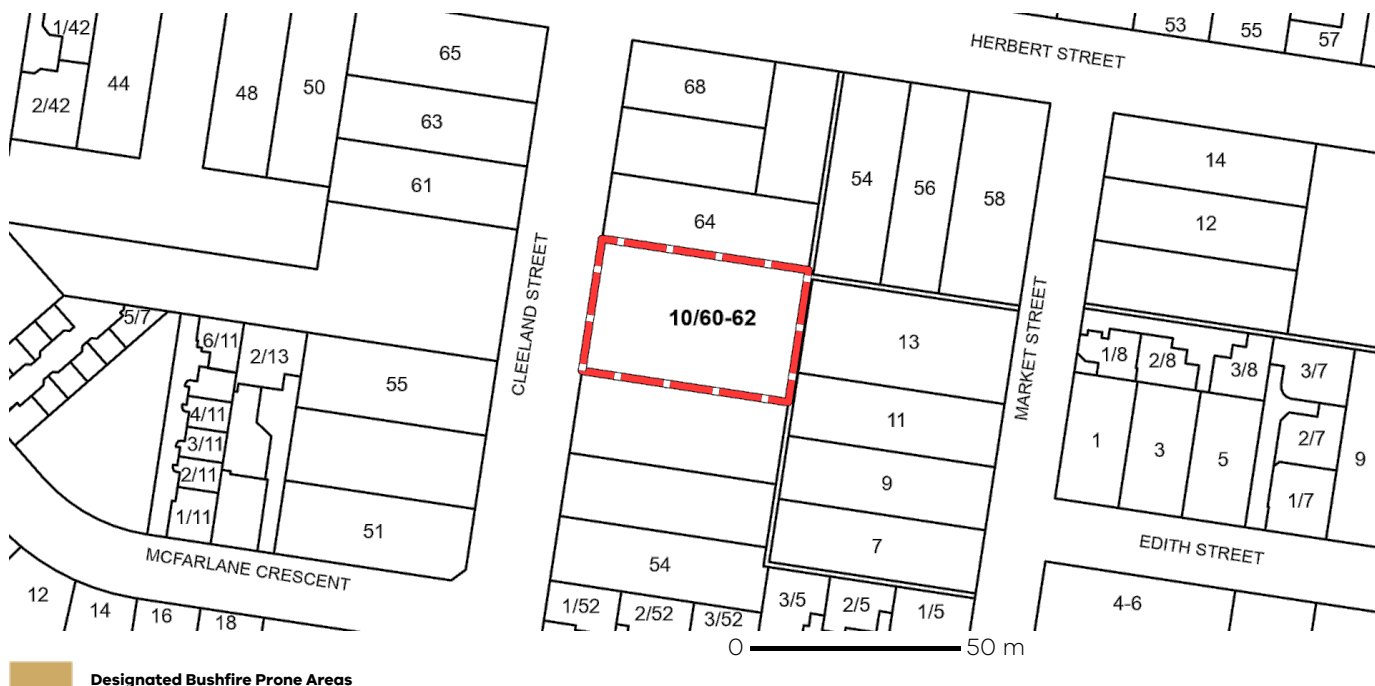
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

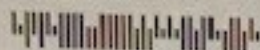
Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme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

Native Vegetation

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

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

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



031-3175 (5522)

Kiranpal Kaur
6 Dava Court
DANDENONG NORTH VIC 3175



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

Payable

If you have previously created a direct debit, your instalment amount will be debited on the due date or the first business day following. Please see the bottom of this page for the direct debit amounts for your property.



\$396.10



\$377.00



\$136.70

Rates and Charges at your property - 1 July 2023 - 30 June 2024

Property Number 295805

10/60-62 Cleeland Street
DANDENONG VIC 3175
Lot 10 RP 4570 Vol 9035 Fol 499
Cleeland Ward

Property Owners - **Kiranpal Kaur**

Property Valuations - Valuation Date 1 January 2023 - Valuation first used 1 July 2023

Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	\$255,000
Site Value - (the Site Value is included in the CIV)	\$90,000
Net Annual Value	\$12,750
AVPCC (property type) 125 - Strata Unit / Flat	

Arrears B/Fwd **\$107.51**

Rate - 2023/2024

General Rate (\$255,000 x 0.0015533436) **\$396.10**

Waste Charges

Garbage - Option F - Shared Bins - 240 (1 x \$298.00) **\$298.00**

State Landfill Levy (1 x \$79.00) **\$79.00**

State Government Fire Services

Property Levy

FSPL Residential Fixed (1 x \$125.00) **\$125.00**

FSPL Residential Variable (\$255,000 x 0.00044) **\$11.70**

South East
Water



Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter services:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

KIRANPAL KAUR
6 DAVA CT
DANDENONG NORTH VIC 3175

Account number: 20564625

Date due: 29 February 2024

Last bill	Payments received	Balance	Current charges	Total due
\$333.45	— \$400.00cr	\$66.55cr	+\$166.60	\$100.05

Your account breakdown

Issue date	12 February 2024
Property	Flat 10 60 Cleeland Street DANDENONG VIC 3175
Property reference	47D/J09014/149
Last bill	\$333.45
Payment received	\$400.00cr
Balance brought forward	\$66.55cr
Our charges (no GST)	\$115.85
Other authorities' charges (no GST)	\$50.75
Total due	\$100.05

Your snapshot

Average daily cost: \$1.27

Payment options



Direct debit
Set up payments at southeastwater.com.au/paymybill



EFT (Electronic Funds Transfer)
001 033 874 Account number: 20564625
Account name: South East Water Corporation



iB PAY™ (Up to \$20,000)
Biller code: 24208 Ref: 1002 0564 6200 006



Centrelink
Use Centrelink to make regular deductions from
your Centrelink payment.
Reference number: 505 050 3971

Credit card



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 12/04/2024 06:51:35 AM

OWNERS CORPORATION
PLAN NO. RP004570

The land in RP004570 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 36.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

69 LOCKHART DRIVE ROSEBUD VIC 3939

AH487212H 15/09/2010

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	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/04/2024 06:51:35 AM

OWNERS CORPORATION
PLAN NO. RP004570

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	1	1
Lot 18	1	1
Lot 19	1	1
Lot 20	1	1
Lot 21	1	1
Lot 22	1	1
Lot 23	1	1
Lot 24	1	1
Lot 25	1	1
Lot 26	1	1
Lot 27	1	1
Lot 28	1	1
Lot 29	1	1
Lot 30	1	1
Lot 31	1	1
Lot 32	1	1
Lot 33	1	1
Lot 34	1	1
Lot 35	1	1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/04/2024 06:51:35 AM

OWNERS CORPORATION
PLAN NO. RP004570

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	1	1
Total	180.00	180.00

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.

Landata

Via Email - Landata.online@servictoria.com.au

22 April 2024

Dear Sir / Madam,

Re: BLUE GEM Conveyancing c/o LANDATA Ref: 72468146-016-7

Referring to your email request, enclosed please find Owners Corporation Certificate as requested.

Please complete a **Notice of Disposition / Acquisition** form advising the purchasers name and address for service of notices and forward a copy to our office once settlement has taken place.

Yours Sincerely,



Peter C Scott
Manager OCP No: 4570
MBCM Strata Specialists Dandenong

Encl: OC Statement of Advice
 OC Certificate
 Schedule 2 Model Rules
 Additional Rules
 AGM Minutes
 Tax Invoice

OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. RP 4570

Re: BLUE GEM Conveyancing c/o LANDATA

Property: Lot 10, 60 - 62 CLEELAND STREET DANDENONG 3175

Your Ref: Ref: 72468146-016-7

This certificate is issued for Lot 10 known as Unit No. 10 and Accessory Unit(s) 36 on Registered Plan No 4570 the postal address of which is 10 / 60 - 62 CLEELAND STREET DANDENONG 3175

1. The current fees for the above Lot are \$1792.00 per annum payable quarterly in advance and due on the 1st day of January, April, July and October of each year.
- Additional Maintenance Fund fees total \$336.20 per annum and are payable quarterly in Advance and due on the 1st day of January, April, July and October of each year.

2. The fees are paid up until 31/12/2023.

3. The total of unpaid fees or charges for the Lot is: \$738.15.

4. No special fees or levies have been struck except:

Due Date	Description	Amount	Date Struck
1/01/2024	Interest on arrears (Incr Fees 1/07/23)	\$0.90	1/04/2024
1/01/2024	Interest on arrears (Maintenance Fund)	\$2.07	1/04/2024
1/01/2024	Interest on arrears (OC Fees)	\$8.68	1/04/2024
1/01/2024	Increase Fees 1/07/23 - 31/12/23 1of2	\$36.65	17/10/2023
1/04/2024	Increase Fees 1/07/23 - 31/12/23 2of2	\$36.65	17/10/2023

5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:

- None to our knowledge.

6. The Owners Corporation has the following insurance cover:

Name of Company:	CHUUA
No. of Policy:	00205
Kind of Policy:	Residential Strata Insurance Plan
Buildings Amount:	\$6,860,000
Legal Liability Amount:	\$20,000,000
Buildings Covered:	ALL
Common Contents:	\$6,200
Renewal Date:	1st September 2024

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation are made up of:

<u>Fund Description</u>	<u>General Account</u>
Administration Fund	\$ 17243.61
Maintenance Fund	\$ 6594.57
TOTAL	<u>\$ 23838.18</u>

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:
- **A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:
- **MBCM Dandenong - OC Management Contract**
 - **Classy Services - Cleaning of foyers**
 - **Loucas Mowing- Garden Maintenance**
 - **Link Fire P/L - Essential Safety Measures Compliance**
 - **Vin Treweek - Management of waste bins collection**
11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:
- **None to our knowledge.**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following:
- **None to our knowledge.**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:
- **DEBT RECOVERY - Potential VCAT action for recovery of outstanding Owners Corporation fees & charges.**
14. The Owners Corporation has appointed a manager as follows:
- | | |
|---------|-----------------------------------|
| Name | MBCM Dandenong |
| Address | P.O. BOX 2081 DANDENONG EAST 3175 |
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Registered Plan No 4570 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.

Dated this 22nd day of April 2024



Peter C Scott Manager and Delegate of the Owners Corporation
For and on behalf of MBCM Dandenong
P.O. BOX 2081 DANDENONG EAST 3175
info@mbcmdandenong.com.au



NOTE: 1. *Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.*

2. *Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).*

Please find attached

- (i) a copy of the Rules of the Owners Corporation
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

- 1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
- 2. The information is subject to change without notice.
- 3. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the manager in writing and the actual seal will be affixed.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation, into the following account.



Biller Code: 96503
Biller Reference: 303707780 22774

ADDITIONAL RULES – Adopted 6 February 2013

Use of common property and lots

An owner or occupier of a lot must not -

- a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- b) use a lot for any purpose other than as a private residence
- c) use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- d) park or leave a vehicle or permit a vehicle to be parked or left on common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation; or
- e) allow a vehicle to be parked on any grassed area at any time
- f) allow a vehicle to be driven or parked on any footpaths at any time
- g) park a vehicle other than as follows
 - a. One (1) vehicle in the car port space allocated to the Lot
- h) drive any vehicle on the Common Property at a speed in excess of that determined by the Owners Corporation, currently 10 kph; or
- i) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation; or
- j) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 am; or
- k) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance; or
- l) allow a dog on Common Property except on a leash; or
- m) neglect to remove any animal excrement from the Common Property immediately; or
- n) neglect to remove all junk mail from the mail boxes on a daily basis & place such items in suitable recycle / rubbish bins; or
- o) leave or permit to be left any garbage, refuse, rubbish, papers, bottles or cartons anywhere on the Common Property except in approved containers; or
- p) allow any item to be stored on the Common Property at any time; or
- q) neglect to remove any oil or other deposits leaking from vehicles onto private car parks or the Common Property immediately; or
- r) hang or permit to be hung any item of clothing or household linen etc from the exterior of any lot or on the Common Property except in areas specifically provided for such purpose; or
- s) erect or permit to be erected a sign, placard or advertisement of any kind on any portion of a lot or the Common Property without the written consent of the Owners Corporation; or
- t) allow a sign, placard or advertisement to be erected so as to interfere with or damage the Owners Corporation Common Property; or
- u) allow a sign, placard or advertisement to be displayed for more than three (3) months from the approval date or after two (2) days of the sale or lease of a lot; or
- v) install or erect any machinery, appliance, fence, screen, awning, wall or hedge or in any other manner alter the outward appearance of the lot without the written consent of the Owners Corporation; or
- w) erect or affix any aerial, antennae or satellite dish to the unit or Common Property without the written consent of the Owners Corporation;

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

1 HEALTH, SAFETY AND SECURITY

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 COMMITTEES AND SUB-COMMITTEES

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

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

3 MANAGEMENT AND ADMINISTRATION

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 USE OF COMMON PROPERTY

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 LOTS

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 BEHAVIOUR OF PERSONS

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 DISPUTE RESOLUTION

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

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MBCM
Strata Specialists
Dandenong

Elancol P/L ta Melbourne Body Corporate Management Dandenong
ABN: 27 496 671 443
P.O. BOX 2081 DANDENONG EAST, 3175
Phone: 9755 2816 Email: info@mbcmdandenong.com.au

Bill To: LANDATA
GPO BOX 527
MELBOURNE 3001

TAX INVOICE
22/04/2024

YOUR REF: Ref: 72468146-016-

ITEMS:

Amount (inc GST)

1	Certificate in 6-10 business days	\$168.61
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Total:	\$168.61
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DETAILS:

OC PLAN: RP 4570
ADDRESS: Lot No. 10 / 60 - 62 CLEELAND STREET
DANDENONG 3175

PAID

Bank Details - Please make payment to the following account:-

Account Name	ELANCOL PTY LTD
BSB No	183334
Account No	297171746

**OWNERS CORPORATION (1) PLAN NO. RP 4570
60 - 62 CLEELAND STREET, DANDENONG, 3175**

MINUTES OF THE ANNUAL GENERAL MEETING OF OCP No RP 4570

held at

via ZOOM

ON

THURSDAY 5th OCTOBER 2023 AT 5.30 PM

PRESENT	Unit 2	Melissa Hamilton - (Proxy to B Harrington)
	Unit 5	Julie Rolls
	Unit 7	Morrie Hartman
	Unit 9	Corey Sutton - (Proxy to Craig Sutton)
	Unit 12	Craig Sutton
	Unit 15	Agata Rome
	Unit 16	Brett Harrington
APOLOGIES	M Hamilton (Unit 2), C Sutton (Unit 9)	
IN ATTENDANCE	Carson Cunningham for MBCM Strata Specialists Dandenong, Manager for the Owners Corporation.	
CHAIRPERSON	It was resolved that Carson Cunningham act as Chairperson for the meeting.	
QUORUM	As a quorum was not present all decisions are interim decisions and become binding if no petition for a further meeting is received within 29 days of the interim decisions in accordance with s77 & s78 Division 4, Part 4 of the Owners Corporations Act 2006.	
VOTING	All members present were entitled to vote.	
MINUTES	The minutes of the previous General Meeting held on 8 th December 2022 were taken as read & accepted as a true record of that meeting.	
	<i>Accepted</i>	
MATTERS ARISING	Nil	
MANAGERS REPORT	MBCM tabled the annual Managers report as forwarded with Notice of Meeting.	
COMMITTEE REPORT	The committee liaised via email along with site inspections when possible & considered difficult situations & concerns that occurred along with general maintenance matters & unit requests. The Chairperson B Harrington provided a detailed verbal committee report & was thanked for his attention to the matter.	
GRIEVANCE REPORT	1 st July 2022 to 30 th June 2023	
	- Complaints were received during the above reporting period in relation to breaches of the Rules, the Act or the Regulations. - No applications were made to VCAT during the year.	

- Complaints were regarding noise, nuisance, aggressive & unsociable behaviour, illegal activities, dumped rubbish, damage to common property. Matters were & are being pursued with the associated Agents / Owners / Tenants & Police.
- Current concerns were discussed at length during the AGM with Owners providing updates on the situation. The meeting was advised that matters continued to be pursued as much as possible within restrictions required by the residential tenancy act & may be resolved within the coming months.

OH & S

OCCUPATIONAL HEALTH & SAFETY OBLIGATIONS - MBCM advise all members that the Owners Corporation has obligations under the Occupational Health & Safety Act 2004. All Common Property is deemed to be a “work place” & must comply fully with the requirements of the Act & any additions, revisions or Codes of Practice.

The Owners Corporation has the responsibility to ensure that the Common Property is free from hazard to health or safety for contractors, employees, volunteers & self-employed persons coming onto the property for reasons of work.

The Owners Corporation must also implement OH&S Policies & Procedures which ensure that all contractors –

- are suitably qualified in their area of work
- are aware of OH&S Policy & Procedures
- provide full details / proof of relevant insurances
- complete a Safe Working Agreement or Job Safety Analysis where required.

PENALTIES - Members are advised that failure to comply with OH&S obligations are considered Criminal, not Civil, acts & may carry penalties of fines up to \$920,250 for the Owners Corporation, \$184,050 for individual members & imprisonment for up to 5 years.

Members are advised that Public Risk Insurance does not cover any penalty or compensation arising from such breaches. Members will be jointly & severally liable for any penalties or compensation arising from any breach.

OH&S INSPECTION – MBCM advise members that an annual OH&S Inspection should be obtained to identify any potential hazards on the Common Property for further attention.

An OH&S Inspection was undertaken in 2022 & tabled at the meeting.

Quotations for outstanding items noted in the report requiring attention are to be obtained & provided to the Committee for instruction.

It was resolved not to obtain an updated report. Members are to self-inspect the common property & report any hazards that may require attention.

All in favour

HAZARDS – Members are reminded that they share a “Duty of Care” to inspect the Common Property on a regular basis & report any potential hazards to MBCM for attention.

OIL SPILLS – Members are reminded to ensure that any oil spills / leaks from cars are removed immediately to reduce any likelihood of an incident arising leading to litigation.

ESM

ESSENTIAL SAFETY MEASURES– Buildings constructed prior to 1st July 1994 (Division 2) have obligations to maintain Essential Safety Measures installed under Part 12 of the Building Regulations (Vic) 2006 & as noted on any applicable Certificate of Occupancy.

The Owners Corporation is required to maintain all safety measures as required under the Regulations for matters affecting the Common Property, including paths of access / egress, fire services, fire penetrations etc.

An annual report must be made in the approved form & is to be displayed at the property for inspection by the Municipal Building Surveyor or Chief Fire Officer at all times.

To comply with the above requirements the Owners Corporation must do the following –

- Engage a suitably qualified person to identify all essential safety measures currently in the building
- Arrange for routine inspection / maintenance of all essential safety measures in line with recommendations under the Act
- Produce the annual report based on compliance with the inspections / maintenance schedule.

Members have resolved to appoint Link Fire Pty Ltd to conduct ESM Inspections.

ASBESTOS REPORT

ASBESTOS REPORT – The Asbestos Report is available from the intranet site.

MAINTENANCE

FIRE SERVICE – The meeting was advised that the galvanised pipework between the front & rear building had been successfully replaced in copper as resolved.

CARPORT ROOVES – The meeting was advised that replacement of rusted Carport Roof Sheets had been completed.

VINYL FLOORING – A Member raised concern that the vinyl flooring in the alcove for units 5, 6, 7, 8 has been scuffed & stained, reportedly by a previous resident using inline skates.

The cleaner is to be requested to advise if there is an option to clean the vinyl. If not, the committee is to consider & advise the manager if replacement is required.

All in favour

ANTENNA – A Member reported that the television reception in the front building becomes unstable during windy periods. The issues does not appear to affect the rear building.

It was resolved that a quote to service the communal antenna be obtained & provided to the committee for consideration & instruction.

All in favour

MAILBOX FLAPS – Members discussed the mailbox flaps with previous occurrences of malicious damage resulting in some flaps not being able to be locked & queried an option to have all flaps replaced.

The meeting was advised that while the mailbox brick structure was common property, the individual flaps provide a private service & are each owners responsibility to maintain within a uniform appearance.

After discussion, members will investigate options to replace all flaps & provide to the committee for discussion on replacement.

All in favour

HOUSEKEEPING – A Member noted some housekeeping issues –

- Rubbish bags leaking when being taken out.
- Cardboard not being broken up to maximise bin space.
- Foyer door being chocked open affecting security.

An updated house keeping notice is to be arranged by the manager & affixed to the foyer doors.

All in favour

HARD WASTE COLLECTIONS – The meeting was advised that Council is now providing Free Monthly Hard Waste Collections for the property to try & assist with occurrences of dumped rubbish. The monthly collections are available for All residents. In addition, Each unit still has access to a free Annual collection through council.

The current Monthly collection dates are as follows;

- **Week Beginning - MONDAY 23rd OCTOBER 2023**
- **Week Beginning - MONDAY 20th NOVEMBER 2023**
- **Week Beginning - MONDAY 18th DECEMBER 2023**

MAINTENANCE CONTRACTORS – Owners / Agents are reminded that contractors attending to works at the property Must remove all debris & waste before leaving the property. The Owners Corporation may recover costs from the associated owner if it's required to remove discarded material.

INSURANCE

FINANCIAL SERVICE DECLARATION: “Melbourne Body Corporate Management Dandenong, the manager, is an authorised representative of Whitbread Insurance Brokers P/L & of CHU Underwriting Agencies P/L & an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd.

The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor.

If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal)

The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.”

FINANCIAL SERVICES GUIDE (FSG) / PRODUCT DISCLOSURE STATEMENT (PDS): Members can access a copy of the insurers Financial Services Guide & Product Disclosure Statement at www.chu.com.au or from your Owners Corporation Intranet site. If you require a hard copy please contact our office.

STANDING DIRECTION: Members have previously resolved that - “To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006, Melbourne Body Corporate Management Dandenong be granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually with CHUUA Pty Ltd or an insurer recommended by Whitbread Insurance Brokers P/L.

This direction is to renew insurance with the same policy benefits and adjust the limits of cover to that recommended in the annual valuation Report at renewal.”

VALUATION: MBCM advised the meeting that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size & standard as when new – including architects / engineers fees, town planning charges, connection of utilities, removal of debris etc. as required under the Act.

• s65 - VALUATION OF BUILDINGS

- (1) An owners corporation must obtain a valuation of all buildings that it is liable to insure.
- (1) The valuation must be obtained every 5 years or earlier as determined by the owners corporation

The Owners Corporation commissioned a Reinstatement Valuation Report in 2014 & obtains Annual Desktop Updates.

The 2023 Valuation Report recommended cover of \$6,860,000 & cover was placed at the recommended figure at renewal on 1/09/2023.

Member resolved to continue the Annual Valuation cycle.

All in favour

BUILDING COVER: It resolved that the building cover be placed with an insurer at renewal on 1/09/2024 at the figure recommended in the 2024 Valuation Report.

All in favour

Renewal Quotations are to be pursued & presented to the Committee for consideration & instruction on placement for the 2024 period.

PREMIUM - Insurance Premiums have continued to be significantly impacted by multiple factors including industry wide increases of between 15 & 30%, a very uncompetitive insurance market & lack of appetite for insurers to take on risk, tightening of insurance risk assessment & associated risk ratings, significant catastrophe & claim events along with Covid impact on material shortages & repair costs.

PUBLIC LIABILITY: Public liability cover of \$20,000,000 complies with the legal minimum under Part 3, Division 6, s 60 of the Act and was deemed as adequate.

All in favour

EXCESS – In line with s23A (3c) of the Owners Corporation Act, Members confirmed that any excess payment attached to a claim is payable by the Unit Owner making the claim. The current standard excess is \$1000.

All in favour

NOTE – Members are reminded that public liability within the Unit and owners contents such as carpet and light fittings **ARE NOT COVERED** under Owners Corporation policy. Separate **contents** cover should be taken by owner-occupiers or **landlords** cover for absentee owners to cover such items. MBCM can assist members to access the above policies.

SMOKE DETECTORS: Owners are reminded to check their smoke detectors and replace batteries as necessary.

RULES

Members have previously resolved by Special Resolution to adopt the following Additional Rules –

Use of common property and lots

An owner or occupier of a lot must not -

- a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- b) use a lot for any purpose other than as a private residence
- c) use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development

or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or

- d) park or leave a vehicle or permit a vehicle to be parked or left on common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation; or
- e) allow a vehicle to be parked on any grassed area at any time
- f) allow a vehicle to be driven or parked on any footpaths at any time
- g) park a vehicle other than as follows
 - a. One (1) vehicle in the car port space allocated to the Lot
- h) drive any vehicle on the Common Property at a speed in excess of that determined by the Owners Corporation, currently 10 kph; or
- i) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation; or
- j) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 am; or
- k) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance; or
- l) allow a dog on Common Property except on a leash; or
- m) neglect to remove any animal excrement from the Common Property immediately; or
- n) neglect to remove all junk mail from the mail boxes on a daily basis & place such items in suitable recycle / rubbish bins; or
- o) leave or permit to be left any garbage, refuse, rubbish, papers, bottles or cartons anywhere on the Common Property except in approved containers; or
- p) allow any item to be stored on the Common Property at any time; or
- q) neglect to remove any oil or other deposits leaking from vehicles onto private car parks or the Common Property immediately; or
- r) hang or permit to be hung any item of clothing or household linen etc from the exterior of any lot or on the Common Property except in areas specifically provided for such purpose; or
- s) erect or permit to be erected a sign, placard or advertisement of any kind on any portion of a lot or the Common Property without the written consent of the Owners Corporation; or
- t) allow a sign, placard or advertisement to be erected so as to interfere with or damage the Owners Corporation Common Property; or
- u) allow a sign, placard or advertisement to be displayed for more than three (3) months from the approval date or after two (2) days of the sale or lease of a lot; or
- v) install or erect any machinery, appliance, fence, screen, awning, wall or hedge or in any other manner alter the outward appearance of the lot without the written consent of the Owners Corporation; or
- w) erect or affix any aerial, antennae or satellite dish to the unit or Common Property without the written consent of the Owners Corporation;

OCA 2006

REMINDERS

s 133. NOTICE OF PLANNING AND BUILDING APPLICATIONS AND PLANS OF SUBDIVISION - A lot owner must give notice to the owners corporation of any application by the lot owner for a building permit or planning permit or the certification of a plan of subdivision affecting the lot.

s 139 - MODEL RULES – The Model Rules, as contained in the Owners Corporation Regulations 2018, apply by default unless an Owners Corporation creates Consolidated Rules that provide for that matter..

s 138 CONSOLIDATED RULES - To revoke, create or amend Rules requires a Special Resolution of 75% of members in favour.

s 137 OCCUPANTS – Occupants are now directly bound to comply with the Act, Regulations & Rules of the Owners Corporation.

1. s 132 RULES TO BE GIVEN TO OCCUPANTS - An Owner must provide a copy of the Rules of the Owners Corporation to the Occupant at the commencement of occupation & must provide consolidated Rules as soon as practicable after registration.

DISPUTE RESOLUTION COMMITTEE / OFFICER – Members have previously resolved NOT to form a Dispute Resolution Committee & that all Disputes are to be managed through the Owners Corporation Committee & Manager.

Should a Dispute Resolution Meeting be necessary all committee members will be requested to attend.

Members were advised that should the Manager be required to attend to any Dispute Resolution meeting or appearance in VCAT on behalf of the Owners Corporation the Managers time will be charged to the Owners Corporation at the hourly rate noted in the Contract of Appointment or as varied from time to time.

ELECTION OF COMMITTEE

- 100 Election of committee
- (1) An owners corporation affecting 10 or more lots must elect a committee at each annual general meeting.
- 103 Membership of committees
- (1) A committee of an owners corporation must have at least 3 and not more than 7 members.

After discussion it was resolved that the following members be elected to form the committee -

B Harrington	Cr Sutton	D Lazar
M Hartman	M Hamilton	A Rome

It was resolved B Harrington continue as Chairperson.

All in favour

Members have previously resolved to elect the Manager to the Committee as Secretary in a non-voting capacity.

DELEGATION OF POWERS TO COMMITTEE

After discussion members resolved to delegate all powers & functions able to be delegated under Part 2, Division 1 of the Act to the Committee to enable it to carry out the functions of the Owners Corporation.

All in favour

APPOINTMENT OF MANAGER

After discussion it was resolved to continue the appointment of MBCM Strata Specialists Dandenong as Manager for the Owners Corporation for the fee shown in the Budget & in accordance with the terms of the Contract of Appointment.

All in favour

**ANNUAL
ACCOUNTS**

It was resolved that the Financial Statement as presented be adopted as a true record of transactions of the Owners Corporation for the period ending 30/06/2023.

All in favour

**ANNUAL
FEES**

It was resolved to adopt the budget as presented and to increase Annual Fees to provide the required funds of \$29,322.00pa commencing 1st July 2023.

A prorate levy for the increase fee period 1/07/2023 – 31/12/2023 is to be issued & payable in 2x instalments, due 1st January 2024 & 1st April 2024.

All in favour

Members are advised that the increase in the budget is required due to the increase in insurance premiums as noted above.

**MAINTENANCE
FUND**

Members resolved to continue the Maintenance Fund contributions at the current level of \$5500pa commencing 1st April 2023.

All in favour

It has previously been resolved that Annual Fees be payable quarterly in advance and due on the first day of January, April, July and October of each year.

REVIEW

s35(4) - A tier three owners corporation, at its annual general meeting, may resolve that its financial statements are to be audited in accordance with subsection (1) or reviewed by an independent person in accordance with subsection (2) after the end of the financial year.

After discussion it was resolve Not to have the financial statements audited or reviewed at this time.

All in favour

PENALTY INTEREST – Members have previously resolved that -
“Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006.”

ARREARS PROCESS –Members have resolved that the following process be applied to the administration of fees -

- (a) That a Fee Notice is to be issued at least 28 days prior to due date
- (b) That if payment is not received within one (1) month of the due date interest will be applied from that date until paid in full.
- (c) That a Final Fee Notice is to be issued one (1) month after the due date noting that if payment is not received within 28 days the Owners Corporation may refer the matter to a solicitor or VCAT for resolution.
- (d) That if payment is not received within one (1) month of the date of issue of the Final Fee Notice a Letter of Intent to refer the matter to a solicitor or VCAT within seven (7) days is to be issued.

LEGAL ACTION: Members have resolved by Special Resolution -

“That the Owners Corporation Manager is authorized to commence legal proceedings for the recovery of outstanding contributions and charges for any lot when necessary to do so.”

COSTS RECOVERY: Members have resolved by Special Resolution -

That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.

GENERAL BUSINESS

COMMON SEAL – Members have previously resolved to cease using the common seal in line with s18A (4) of the OC Act.

PETS – Members are reminded that All Pets Must be Restrained when on Common Property & Must Not be allowed to cause nuisance or anxiety for other resident. If the Owners Corporation resolves that an animal is causing a nuisance it may require that the animal be removed from the property.

SECURITY – Members are reminded there have been Security Concerns at the property & that the Foyers Doors Must be kept locked at all times & Not chocked open at Any Time.

RUBBISH – Members are reminded that General Rubbish Must be suitably disposed of in the shared bins & Not allowed to be left on the common property. **Cardboard Must be compacted to maximise the space in the Recycle Bins.**

AIR CONDITIONERS – Members have previously resolved that owners MUST make written application to the Owners Corporation seeking permission to install air conditioners & that all pipe work / ducting must be painted in the same colour as the brickwork.

EXTERNAL WINDOW COVERINGS – Members have previously resolved that Owners be permitted to install metal window roller shutters to provide protection from heat, sound & intrusion.

Members have resolved that metal roller shutters are to be in the following colour –

- Colorbond Classic Cream with no additional highlight panels.

It has been resolved to grant permission to all owners to affix metal window roller shutters to the exterior surface of the building which is in the Common Property on the strict understanding that each owner is responsible for the maintenance of metal window roller shutters affixed to their unit.

HOUSEKEEPING – Members are reminded that they & the occupiers of their lot –

- STORAGE OF ITEMS – Residents are not to store any items on the Common Property at any time – including shoes in the common foyer / stairwell areas.
- No items are to be stored in car park areas that adversely impact the outward appearance of the property at any time.
- ALTERATIONS – Owners & Occupiers are NOT PERMITTED to make any alterations or additions to the exterior of the Building without the written approval of the Owners Corporation. This includes installation of TV antennas, satellite dishes etc.
- PARKING – Each unit may park one vehicle in each space allocated to them on the plan of subdivision. In most instances this means only one vehicle within the property per unit. All additional vehicles & visitors must park in Cleeland St.
 - **no vehicles are to be double parked at any time.**
- SMOKING – No smoking is permitted on the common property including foyer & stairwell areas at any time inline with the Model Rules -

Model Rules - 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.

- WASHING – The hanging of washing over the balconies adversely impacts on the outward appearance of the property in general. Appropriate clothes airers placed on balconies are permissible.

All residents are urged to utilise the clothes lines located to the rear of the property or purchase a clothes drier for use within their unit.

- NOISE / OBSCENE LANGUAGE – The Rules prohibit any noise that can be heard from the Common Property or within another unit.

All residents are to ensure that they do not cause noise that can be heard from the common property or within another unit.

AGM VENUE It was resolved to hold the next AGM by Zoom.

AS THERE WAS NO FURTHER BUSINESS THE MEETING CLOSED AT 6.47 PM



Chairperson
Carson Cunningham
MBCM Strata Specialists Dandenong

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.