Contract of Sale of Land

Property:

Unit 3 & Lot 21, 5-7 HERBERT Street, Dandenong VIC 3175

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:102382

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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: **MARTABAN PROPERTY NO 1 PTY LTD**

State nature of authority, if applicable: ....

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: MARTABAN PROPERTY NO 1 PTY LTD

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 102382

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	09301	Folio	438	3	RP 012818
Volume	09301	Folio	456	21	RP 012818

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 3 & Lot 21, 5-7 HERBERT Street, Dandenong VIC 3175

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

.....

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

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

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 purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; 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.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.9 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.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

Special condition 2 – Acceptance of title

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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 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 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (ending the contract if the loan is not approved) 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 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

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

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 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 lodgement.

6.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 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 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 Network Operator of settlement.

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. 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. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - 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 requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - 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 be half, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 lodgment.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

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

GUARANTEE and INDEMNITY

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

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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 3 & LOT 21, 5-7 HERBERT STREET, DANDENONG VIC 3175

Vendor's name	MARTABAN PROPERTY NO 1 PTY LTD	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)

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabls and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

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:**

See attached planning Property report

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):

No such Building Permit has been granted to the vendor's knowledge

6. OWNERS CORPORATION

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

See attached

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 X

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 2000m²; (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)

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 09301 FOLIO 438 Security no : 124119404540K
Produced 28/10/2024 06:09 PM

LAND DESCRIPTION

Lot 3 on Registered Plan of Strata Subdivision 012818.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08895 Folio 951

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARTABAN PROPERTY NO 1 PTY LTD of 7 SHERWOOD RISE VERMONT SOUTH NSW 3133
AR880354G 29/01/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP012818 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 3 5-7 HERBERT STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL
Effective from 26/07/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012818

DOCUMENT END

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

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

VOLUME 09301 FOLIO 456 Security no : 124119732401P
Produced 11/11/2024 11:23 AM

LAND DESCRIPTION

Lot 21 on Registered Plan of Strata Subdivision 012818.
CAR PARK
PARENT TITLE Volume 08895 Folio 951

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARTABAN PROPERTY NO 1 PTY LTD of 7 SHERWOOD RISE VERMONT SOUTH NSW 3133
AR880354G 29/01/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP012818 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: HERBERT STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL
Effective from 26/07/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012818

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**28/06/2023 14:56**

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PLAN OF STRATA SUBDIVISION | EDITION 1 | RP012818

LOCATION OF LAND

PARISH: DANDENONG

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: -

CROWN PORTION: 37 (PART)

TITLE REFERENCE: VOL. 8895 FOL. 951

LAST PLAN REFERENCE: LOTS 4 & 5 ON L.P. 9713

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 5-7 HERBERT STREET, DANDENONG. 3175.

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE

Surveyor: JOHN SZWAJ

Certification Date: 01/03/1977

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF DANDENONG on 25/09/1978

REGISTERED DATE: 22/11/1978

PLAN UPDATED BY REGISTRAR IN AN661031Q 05/04/2022

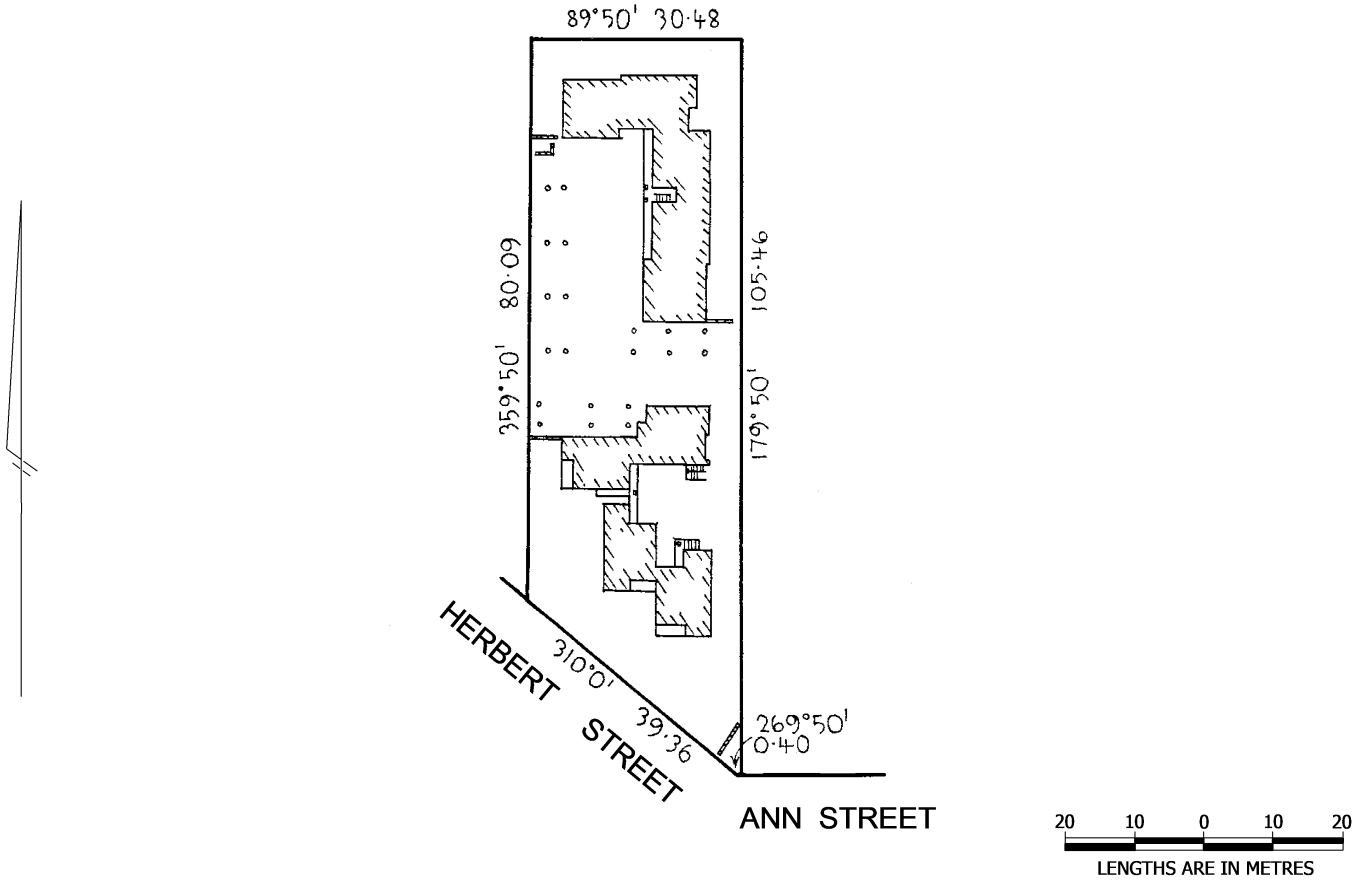


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

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

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

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

MEASUREMENTS ARE IN METRES

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LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 18 ARE TWO STOREY BUILDINGS.
THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE

LOT	RELEVANT STOREY
LOTS 1 TO 4 & 9 TO 13	GROUND STOREY
LOTS 5 TO 8 & 14 TO 18	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 18 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

THE BUILDINGS CONTAINED IN LOTS 19 TO 36 ARE SINGLE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 19 TO 36 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 19 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.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
FACE OF WALL CLOSEST TO COMMON PROPERTY - BOUNDARIES BEWEEN A LOT & COMMON PROPERTY.
MEDIAN - ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1 TO 18 ARE RESTRICTED LOTS.
LOTS 19 TO 36 ARE CAR PARK LOTS.
REGISTRATION OF DEALINGS WITH LOTS 1 TO 18 IS RESTRICTED.

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PLAN OF STRATA SUBDIVISION

RP012818

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY

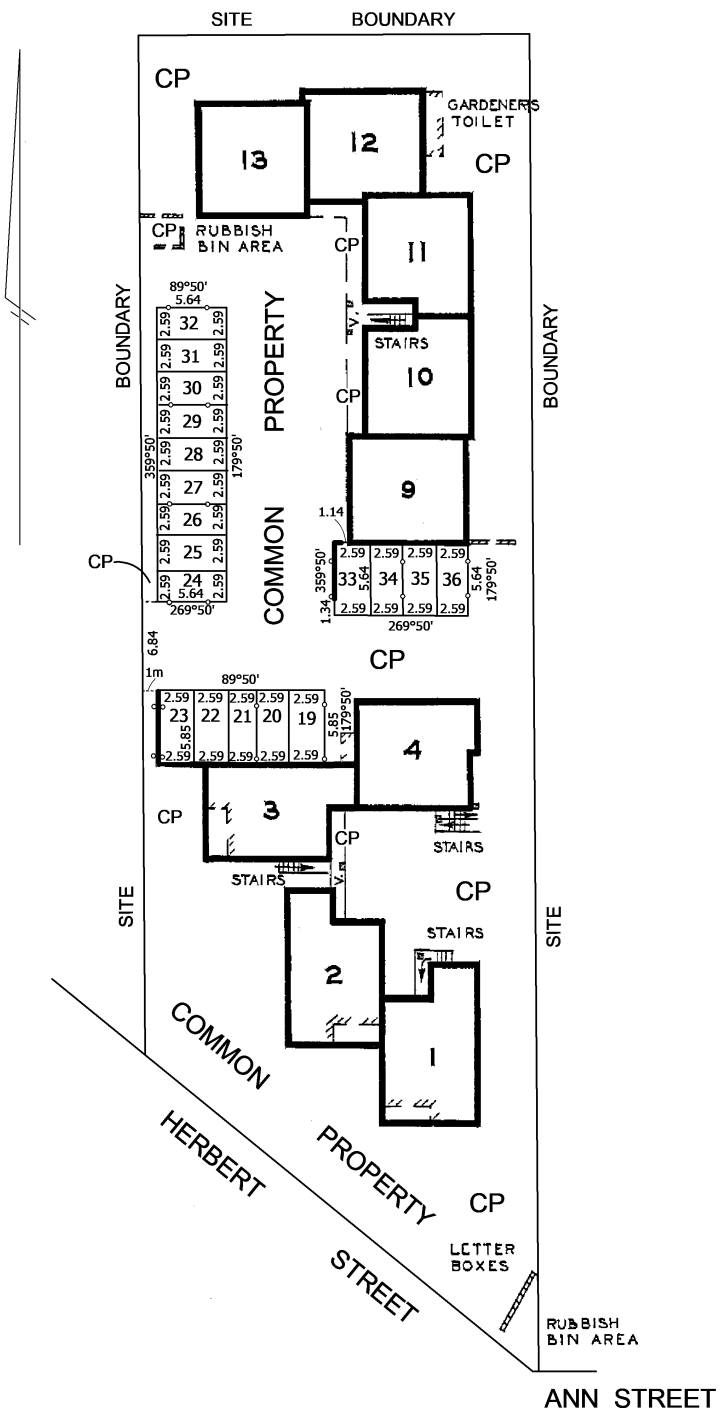
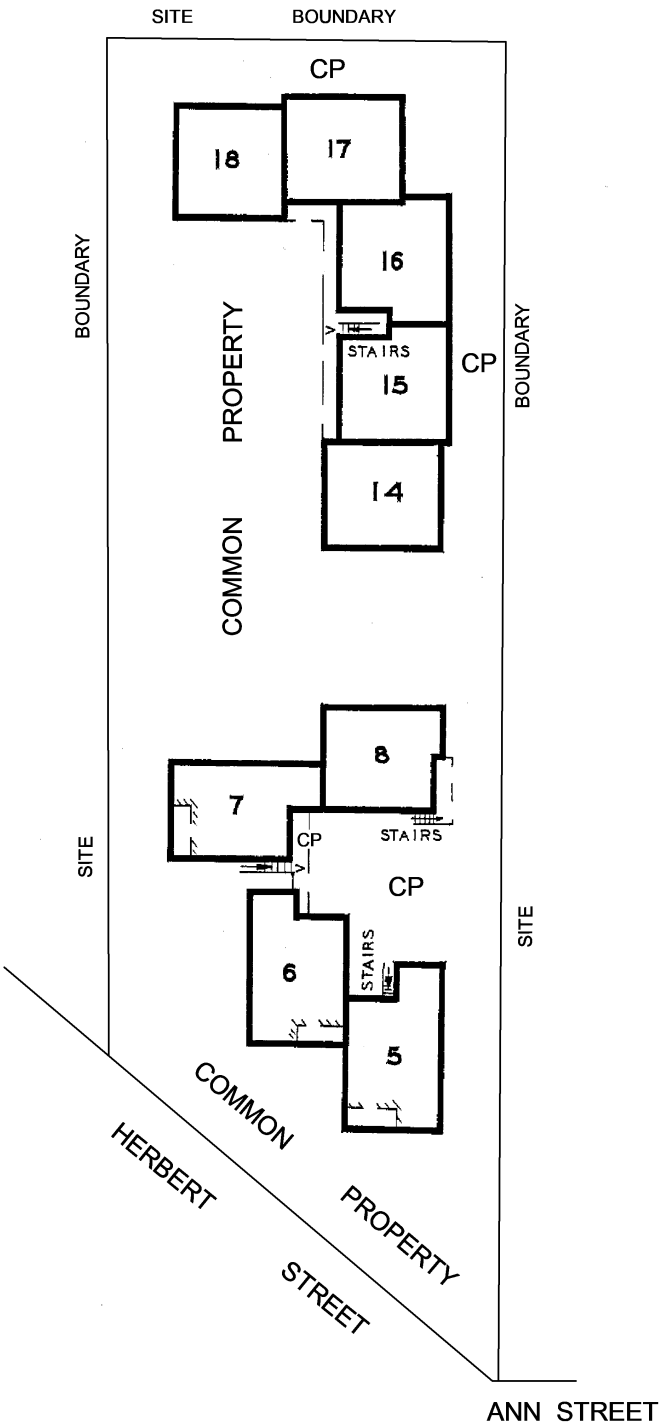


DIAGRAM 2
TOPMOST STOREY



15 7.5 0 7.5 15
SCALE OF METRES

MEASUREMENTS ARE IN METRES

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 28/06/2023 02:56:24 PM

OWNERS CORPORATION
PLAN NO. RP012818

The land in RP012818 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:
5-7 HERBERT STREET DANDENONG VIC 3175

RP012818 22/11/1978

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/06/2023 02:56:24 PM

OWNERS CORPORATION
PLAN NO. RP012818

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	10	10
Lot 18	10	10
Lot 19	2	2
Lot 20	2	2
Lot 21	2	2
Lot 22	2	2
Lot 23	2	2
Lot 24	2	2
Lot 25	2	2
Lot 26	2	2
Lot 27	2	2
Lot 28	2	2
Lot 29	2	2
Lot 30	2	2
Lot 31	2	2
Lot 32	2	2
Lot 33	2	2
Lot 34	2	2
Lot 35	2	2

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/06/2023 02:56:24 PM

OWNERS CORPORATION
PLAN NO. RP012818

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	2	2
Total	**216.00**	**216.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 28 October 2024 06:16 PM

PROPERTY DETAILS

Address:	**3/5-7 HERBERT STREET DANDENONG 3175**
Lot and Plan Number:	**Lot 3 RP12818**
Standard Parcel Identifier (SPI):	**3\RP12818**
Local Government Area (Council):	**GREATER DANDENONG** www.greaterdandenong.com
Council Property Number:	**304495**
Planning Scheme:	**Greater Dandenong** Planning Scheme - Greater Dandenong
Directory Reference:	**Melway 91A C1**

UTILITIES

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

STATE ELECTORATES

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

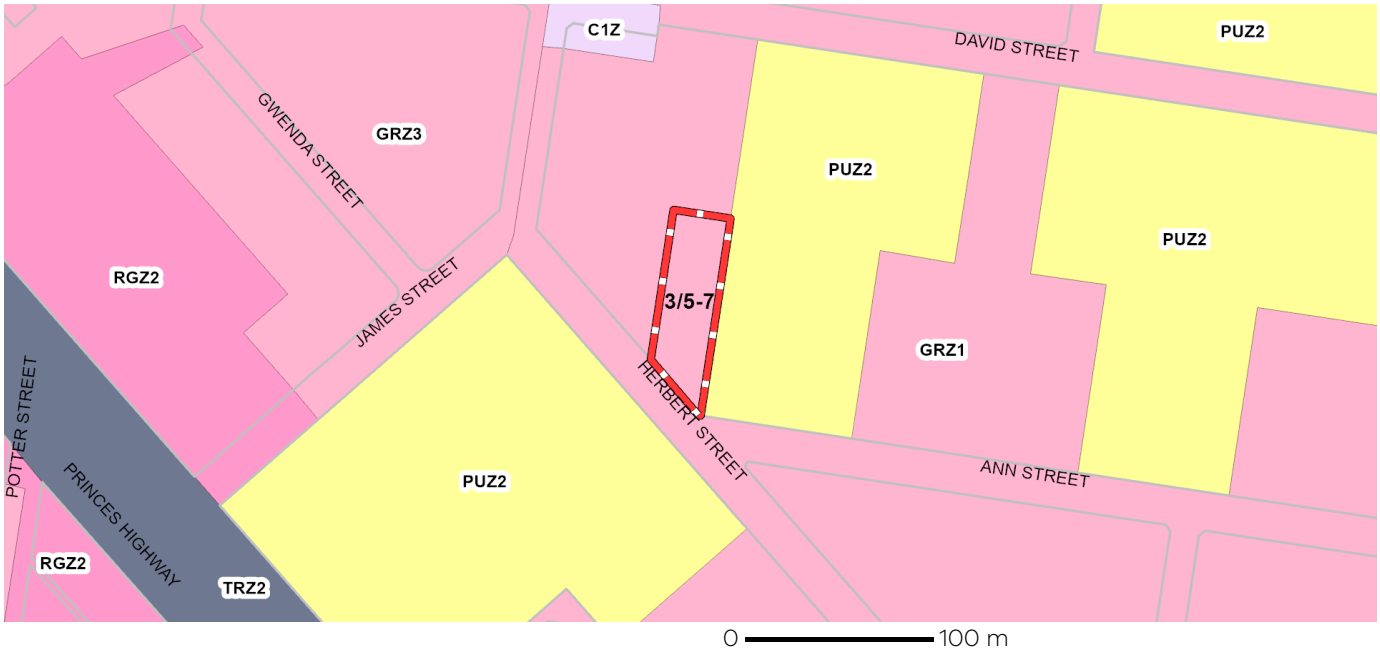
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

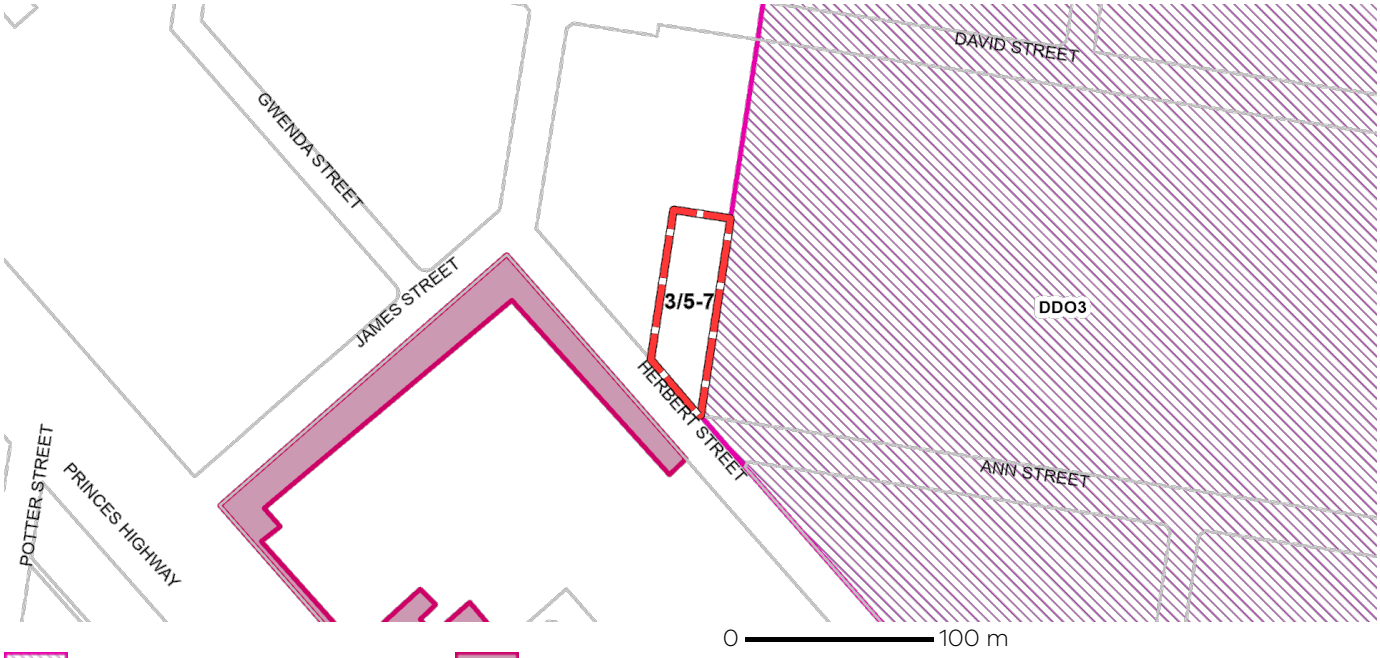
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)



DDO - Design and Development Overlay **HO - Heritage Overlay**

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

Further Planning Information

Planning scheme data last updated on 24 October 2024.

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 abut 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

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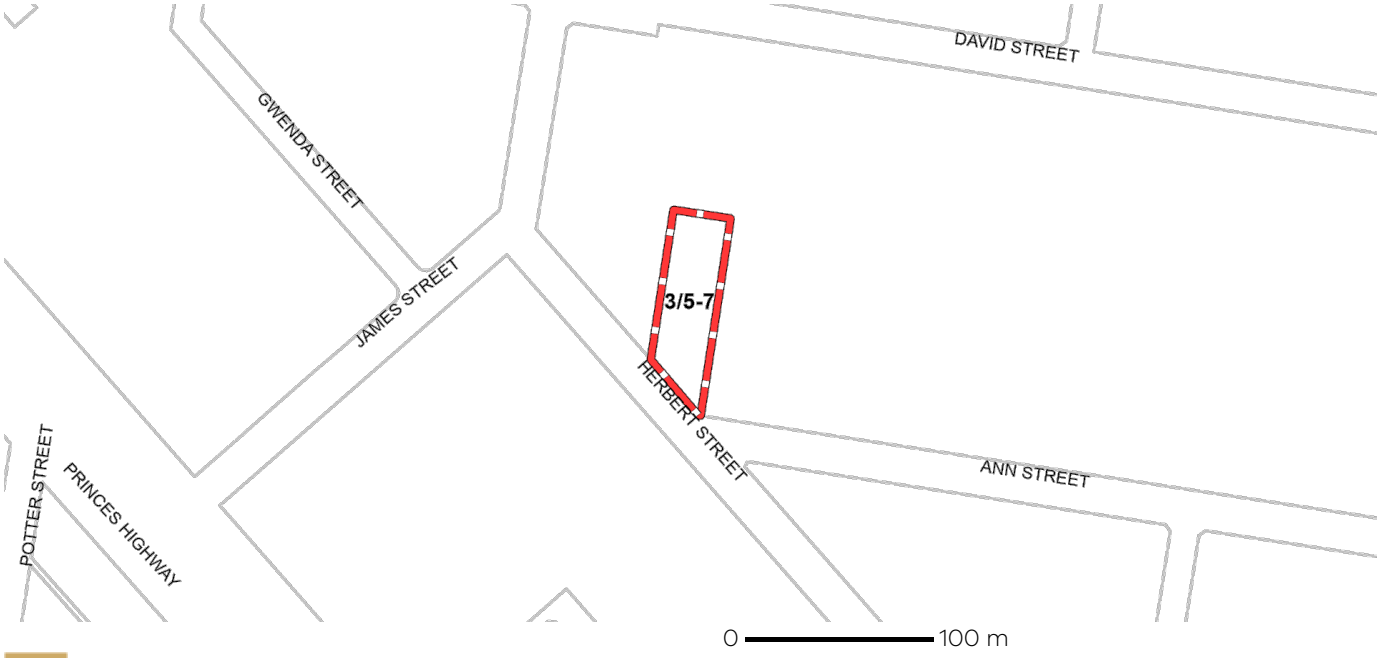
PLANNING PROPERTY REPORT

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 28 October 2024 06:16 PM

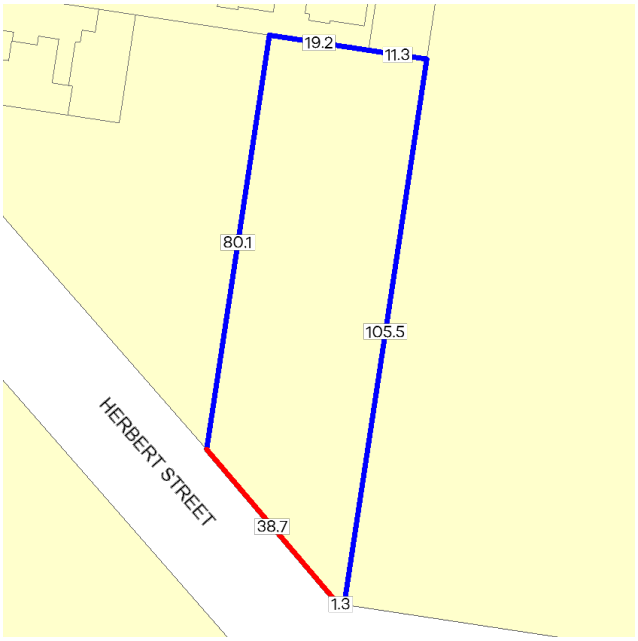
PROPERTY DETAILS

Address:	**3/5-7 HERBERT STREET DANDENONG 3175**
Lot and Plan Number:	**Lot 3 RP12818**
Standard Parcel Identifier (SPI):	**3\RP12818**
Local Government Area (Council):	**GREATER DANDENONG** www.greaterdandenong.com
Council Property Number:	**304495**
Directory Reference:	**Melway 91A C1**

Note: There are 19 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: 2843 sq. m
Perimeter: 256 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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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E-E

Click to View Important Information

GREATER DANDENONG
City of Opportunity

ABN 41 205 538 060

Valuation and Rates Notice

1 July 2024 to 30 June 2025

Issue Date - 30 July 2024
Property Number: 304495

027-3166 (5245)

Martaban Property No 1 Pty Ltd
C/- Xynergy Realty Group - Oakleigh
19 Station Street
OAKLEIGH VIC 3166

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**

Payble™

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 attached letter with this notice for information regarding the direct debit amounts for your property.

$440.05 **$389.00** **$156.75**

Rates and Charges at your property - 1 July 2024 - 30 June 2025

Property Number 304495
3/5-7 Herbert Street
DANDENONG VIC 3175
Lot 3 RP 12818
Property Owners - Martaban Property No 1 Pty Ltd

Property Valuations - Valuation Date 1 January 2024 - Valuation first used 1 July 2024

Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	$285,000
Site Value - (the Site Value is included in the CIV)	$105,000
Net Annual Value	$14,250
AVPCC (Property Type) 125 - Strata Unit / Flat	

Rate - 2024/2025		
General Rate	($285,000 x 0.0015440904)	$440.05
Waste Charges		
Garbage - Option F - Shared Bins - 240	(1 x $304.00)	$304.00
State Landfill Levy	(1 x $85.00)	$85.00
State Government Fire Services Property Levy		
FSPL Residential Fixed	(1 x $132.00)	$132.00
FSPL Residential Variable	($285,000 x 0.000087)	$24.75

Total amount due **$985.80**

Payment options

To qualify for one of the instalment options, **you must pay the correct amount of the first instalment by 30 September 2024**.

To pay in weekly, fortnightly or 4 monthly instalments, scan the QR code to the right.

Late Payments

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

Pre-pay Instalments

$985.80

by 30 September 2024

Four instalments

30 September 2024	$246.45
30 November 2024	$246.45
28 February 2025	$246.45
31 May 2025	$246.45

For more instalment options, scan the QR code below.

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

Scan to pay

Pay in full or choose **flexible payment options** that suit you.

Scan the QR code on your phone or visit pay.greaterdandenong.vic.gov.au to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

New

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

Payble™

First Instalment $246.45

*321 30449500000005

Full Payment $985.80

*321 30449500000005

Payment methods

Online (card or bank)

Visit: **pay.greaterdandenong.vic.gov.au**

Reference: 9581 916

Visa, MasterCard and bank account payments accepted.

BPAY

B0iller code: **8987**

Reference: 9581 916

Pay using BPAY via your online banking.

Post BILLPAY

Billpay code: **0321**

Reference: 3044 9500 0000 05

Pay in person at any post office.
To pay via phone, please call Post BILLPAY on 13 18 16 to make a credit card payment.
*Minimum payment $1.00

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

Having trouble paying?

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

Special payment arrangements

If you are having difficulty in making or maintaining your rates payments by the due date, Council may be able to offer you a payment arrangement to assist you get back on track with your repayments. We'll also suspend interest from accruing and further debt collection activity while you are actively engaged in a special payment arrangement to ensure your balance remains manageable.

Financial hardship agreements

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

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

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

For more information and application forms visit **greaterdandenong.vic.gov.au** **8571 1000**

How rates are calculated

General rates, payments, rebates and other charges

Your rate charge is the capital improved value (CIV) of the property multiplied by the rate in the dollar. The Valuer General reassesses the valuation of your property every year. The most recent valuation has been determined as of 1 January 2024.

The rate in the dollar is calculated by dividing the income required from rates with the total value of all rateable properties in City of Greater Dandenong. The rate in the dollar differs depending on the property type (residential, commercial, industrial, farmland, vacant residential).

Your total may also include additional charges and deductions related to your property, such as a Keysborough South Maintenance Levy, overdue rates and credits (such as pension rebates).

For more information regarding how your rates and charges are calculated and spent including information regarding the calculation of rates, please visit **greaterdandenong.vic.gov.au/understanding-rates.**

Waste charges including State Government Landfill Levy

The waste charges fund kerbside waste collections including garbage, recycling, green organics, hard and green waste disposal and the cost of rubbish bins in parks and streets. It also includes the State Government Landfill Levy, a charge Council must pay when waste is disposed in landfill. Waste charges are not subject to rate capping.

State Government Fire Services Property Levy

The Fire Services Property Levy is collected by Council and passed on to the State Government to fund fire agencies. This amount is set by the State Government.

The Fire Services Property Levy is not subject to rate capping.

Rating differentials

All rating differentials adopted by Council for 2024/2025 are shown for comparative purposes only. Refer to the page one of this notice for the amount that you are being charged. The rates shown are based on the same rateable valuation.

Property Number: 304495

Differential Rates Type	***Rate in $***	**Rate amount $**
General Rate	0.0015440904	$440.05
Commercial Rate	0.0025477491	$726.10
Industrial Rate	0.0032425898	$924.10
Farm Rate	0.0011580678	$330.00
Vacant Res. Land	0.0023161355	$660.05

Customer Service Centres

The council's customer service centres are located at:

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

Payment of rates

Four instalments:

Rates and charges for the 2024/2025 rating year are to be paid in four instalments as shown on the first page of this notice. The first instalment is due by the 30 September 2024.

Reminder notices will be sent for the 2nd, 3rd and 4th instalments. You can pay the four instalments via a range of options as listed on page 2.

Pre-pay instalments:

If you wish to pre-pay the instalments shown on this Notice, please pay by 30 September 2024.

Flexible payments:

Flexible payments entered into are available via Payble and are setup by the property owner on their personal device by visiting: **pay.greaterdandenong.vic.gov.au**
Flexible payments with Payble will send you SMS reminders and allow you to pay your rates via direct debit from a nominated bank account or credit card. Council will not be held responsible for delays in Postal Services or Bank Transfers.

Penalties for failing to pay

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

Allocation of payments

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

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

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

Have your next notice sent via email.

EZYBILL

greaterdandenong.ezybill.com.au

Right of Objection to rates, valuations and charges

Ratepayers have the right to object to the value of any land, rate amount or rating classification as outlined in the Local Government Act 1989 as well as the Valuation of Land Act 1960. This must be done within two months (60 days) from the date of this notice as listed on page 1.

How to object to your valuation

The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. Please visit **ratingvaluationobjections.vic.gov.au/** and complete the online form to lodge an appeal. Regardless of any objection to the valuation, the rates must be paid as assessed by the due date, otherwise interest will be charged. Any overpayment that may occur will be refunded.

How to object to a rate or charge

Please contact Council to discuss the matter, alternatively: A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the Local Government Act 1989. Any appeal must be lodged with the County Court within 60 days of the issue date on page 1 of receiving this notice.
A person may only appeal on one or more of the following grounds:

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

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

Change of ownership or address

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

Pensioner rate rebate

If you are the holder of a Pensioner Concession Card or DVA Gold Card with war widow or TPI classification, then you may be eligible for a rebate on your rates. To apply, please visit greaterdandenong.vic.gov.au/rates-assistance or ask our Customer Service team for a Municipal Rates Concession form. For those persons still eligible, the amount of the concession is already shown on this notice. (Health Care Cards are not eligible).

Fire services property levy/ waiver/deferment

The owner of land may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the Fire Services Property Levy Act 2012 for rateable land and s.28 for non-rateable land. **firelevy.vic.gov.au**

Notice of valuation

1. Notice is hereby given that the property described herein, owned and occupied by you has been valued as at 1 January, 2024, as set out herein.
2. The Valuations shown may be used by other Rating Authorities for the purpose of rate or tax.
3. Supplementary Rate – if an amendment is made to the valuation to include any changes to the property, additional rates could be payable, and a supplementary rate notice will be served.

Personal information

Personal Information collected and held by Greater Dandenong City Council is used for municipal purposes as specified in the Local Government Act 1989 and the Local Government Act 2020. Your personal information is held securely and used solely for the purpose it is collected for or directly related purposes. It will not be disclosed to any external party without your written consent, unless required or authorised by law. If you wish to access or amend your personal information, or if you believe your personal information has been breached please contact Council's Information Privacy Officer on 8571 1000. Greater Dandenong City Council is strongly committed to the responsible handling of personal information and is compliant with the Privacy and Data Protection Act 2014 and the Health Records Act 2001. A copy of Council's Privacy and Personal Information Policy is available on Council's website at: **greaterdandenong.vic.gov.au/**.

State government rate capping

Council has complied with the Victorian Government's rates cap of 2.75 per cent. The cap applies to the average annual increase of rates and charges.

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

(i) the valuation of your property relative to the valuation of other properties in the municipal district;

(ii) the application of any differential rate by Council;

(iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

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

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

Albanian	Nëse keni nevojë për ndihmë në gjuhën tuaj ju lutemi na kontaktoni përmes TIS shërbimit të përkthimit në 13 14 50.
Arabic	إذا كنت بحاجة إلى مساعدة بلغتك، فيرجى الاتصال بنا من خلال خدمة الترجمة TIS 13 14 50.
Chinese Simplified	如果需要中文协助，您可以拨打电话 13 14 50， 通过 TIS 口译服务与我们联系。
Dari	اگر شما به زبان خودتان به کمک ضرورت دارید، لطفاً از طریق خدمات ترجمان شفاهی TIS به شماره 13 14 50 با ما تماس بگیرید.
Greek	Αν χρειάζεστε βοήθεια στη γλώσσα σας επικοινωνήστε μαζί μας μέσω της υπηρεσίας διερμηνείας TISστον αριθμό 13 14 50.

Hazaragi	اگر شمو نیاز به کمک به زبان خود تان دارید، لطفاً از طریق خدمات ترجمانی TIS به شماره 13 14 50 با ما تماس بگیرید.
Khmer	បើលោកអ្នកត្រូវការជំនួយជាភាសារបស់លោកអ្នក សូមទាក់ទងយើងខ្ញុំតាមរយៈសេវាបកប្រែភាសា TIS លេខ 13 14 50 ។
Serbian	Ако вам је потребна помоћ на вашем језику, контактирајте нас преко TIS преводилачке службе на 13 14 50.
Turkish	Kendi dilinizde yardıma ihtiyacınız varsa lütfen 13 14 50 numaralı telefondan TIS sözlü çeviri hizmetlerini arayarak bizimle iletişim kurun.
Vietnamese	Nếu cần được trợ giúp bằng ngôn ngữ của mình, xin quý vị liên lạc với chúng tôi qua dịch vụ thông dịch TIS 13 14 50.

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

MARTABAN PROPERTY NO 1 PTY LTD
C/O:XYNERGY REALTY
19 STATION ST
OAKLEIGH VIC 3166

Account number: 32374904
Date due: 27 August 2024

Last bill		Payments received		Balance	Current charges	Total due
$166.60	–	$166.60cr	=	$0.00	+ $172.90	$172.90

Your account breakdown

Issue date	08 August 2024
Property	Unit 3 5 Herbert Street DANDENONG VIC 3175
Property reference	47F//09162/24
Last bill	$166.60
Payment received	$166.60cr
Balance brought forward	$0.00
Our charges (no GST)	$120.63
Other authorities' charges (no GST)	$52.31
Total due	**$172.90**

Important note:

Prices have changed as of 1 July 2024. See what your bill pays for at southeastwater.com.au/24-25prices

Your bill includes the **parks charge** which is split into 4 quarterly instalments.

Your snapshot

Average daily cost $1.32

Payment options

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

BPAY® (Up to $20,000)
Biller code: **24208** Ref: **1003 2374 9000 007**

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

EFT (Electronic Funds Transfer)
BSB: **033-874** Account number: **32374904**
Account name: **South East Water Corporation**

Postbillpay
BillpayCode: 0361 Ref: **1003 2374 9000 007**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 47F//09162/24
UNIT 3 5 HERBERT STREET
DANDENONG VIC 3175

*361 100323749000007

PN47F

Total due: $172.90
Account number: 32374904
Date paid:
Receipt number:

+00000032374904> +009124+ <0000000000> <0000017290> +444+

Our charges

Service charges

For period 01/07/24 to 30/09/24	
Water service charge	$22.58
Sewerage service charge	$98.05
Total service charges	**$120.63**
Our charges	**$120.63**

Other authorities' charges

	Charge
Parks 01/07/24 to 30/09/24	$21.79
Waterways and Drainage charge 01/07/24 to 30/09/24	$30.52
Total other authorities	**$52.31**
Total current charges	**$172.90**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2024**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/07/24 to 30/09/24**.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/07/24 to 30/09/24**.

Additional information

Payment assistance

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

Our customer charter

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

Your guide to 2024-25 prices

Prices have changed as of 1 July 2024.
See what your bill pays for at
southeastwater.com.au/24-25prices



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	23554
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	29/09/2024 to 29/09/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 12818
Situation	5-7 HERBERT STREET DANDENONG VIC 3175

Policies Selected

Policy 1 – Insured Property
Building: $6,410,000
Common Area Contents: $29,682
Loss of Rent & Temporary Accommodation (total payable): $961,500

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $1,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Sum Insured: $250,000

Flood Cover is included.

Date Printed 02/10/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MBCM Strata Specialists Dandenong

Elancol Pty Ltd Trading as Melbourne Body Corporate Management Dandenong ABN 27 496 671 443
PO Box 2081, Dandenong East VIC 3175 Phone: 03 9755 2816 Fax: 03 9755 3819
Email: info@mbcmdandenong.com.au www.mbcmdandenong.com.au

LINK WEST CONVEYANCING

Email: jeff@linkwestconveyancing.com.au

11 November 2024

Dear Sir / Madam,

Re : Your reference – MARTABAN PROPERTY NO. 1 PTY LTD

Referring to your email, enclosed please find Owners Corporation Certificate & supporting documents as requested.

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

Yours Sincerely,

Peter C Scott
Manager OCP No: RP 12818
MBCM Strata Specialists Dandenong

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

MBCM Strata Specialists Dandenong

Elancol Pty Ltd Trading as Melbourne Body Corporate Management Dandenong ABN 27 496 671 443
PO Box 2081, Dandenong East VIC 3175 Phone: 03 9755 2816 Fax: 03 9755 3819
Email: info@mbcmdandenong.com.au www.mbcmdandenong.com.au

OWNERS CORPORATION (1) PLAN NO. RP 12818
5-7 HERBERT STREET, DANDENONG, 3175

MINUTES OF THE ANNUAL GENERAL MEETING OF OCP No RP 12818

held at

ZOOM

https://us02web.zoom.us/j/82087719994

ON

TUESDAY 2 APRIL 2024 AT 5.30 PM

PRESENT	1	Shekinah Property 1 Pty Ltd & Leman Pty Ltd – Proxy – Josep Haryono
	2	Mohammed Khan And Naaz Yakub - – Proxy – Josep Haryono
	5	Mehdi Haidari
APOLOGIES	1	Shekinah Property 1 Pty Ltd & Leman Pty Ltd
	2	Mohammed Khan And Naaz Yakub
IN ATTENDANCE	Peter Scott for MBCM Strata Specialists Dandenong, Manager for the Owners Corporation.	
CHAIRMAN	It was resolved that Peter Scott act as Chairman 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 Annual General Meeting held on 2 March 2023 were taken as read & accepted as a true record of that meeting. ***Accepted***	
MATTERS ARISING	Nil	
MANAGERS REPORT	MBCM tabled the annual Managers report as forwarded with Notice of Meeting. ***Accepted***	
GRIEVANCE REPORT	For the period ending 31/12/2023 • No matters were reported during the year under Part 10 of the Act • No applications were made to VCAT during the year. • Concerns were raised in relation to residents placing items of rubbish on the Common Property. Notices were issued to the associated parties.	
COMMITTEE REPORT	No Report was presented as no Committee members were present. The committee resolved appointment of insurer.	

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 "workplace" & 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 9,000 Penalty Units for the Owners Corporation, 1,800 Penalty Units for individual members.

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.

It was resolved to obtain a Safety Inspection as recommended.

All in favour

It was resolved that owners are to inspect the Common Property & advise the manager in writing of any matters identified ss requiring attention.

All in favour

Report & Quotations for any repairs are to be forwarded to the Committee for resolution.

All in favour

It was resolved that funds required for the repairs be raised through the striking of a Special Levy.

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 form cars are removed immediately to reduce any likelihood of an incident arising leading to litigation.

ASBESTOS REPORT

ASBESTOS REPORT – The manager advised the meeting that the Occupational Health & Safety Act 2004 & Occupational Health & Safety Regulations 2007 require owners of buildings built prior to 31st December 2003 to have all buildings on the Common Property inspected for the presence of asbestos & if found to establish an Asbestos Register & Asbestos Management Plan to be housed at the property & made available to all persons coming onto the property for reasons of work.

An Asbestos Report was undertaken on 3/03/2021.

Site: 5 - 7 Herbert Street, Dandenong VIC **Sampled By:** As Received

Test Method:

Qualitative identification of asbestos types in bulk samples at COHLABS Laboratory by polarised light microscopy, including dispersion staining techniques using COHLABS in-house method ID-1, AS4964 (2004). The results contained within this report relate only to the sample(s) submitted for testing. COHLABS accepts no responsibility for the initial collection, packaging or transportation of samples submitted by external persons. This document may not be reproduced except in full.

Lab ID	Sample ID	Sample Details	Sample Type	Size / Weight cm/g	Asbestos Present	Fibres Identified
001	Sample 1	Letter box lining	Fibre Cement	1 x 1	No	NAD, ORF
002	Sample 2	Front building meter box	Fibre Cement	0.5 x 0.5	Yes	CHR, ORF
003	Sample 3	External service access	Fibre Cement	1 x 1	No	NAD, ORF
004	Sample 4	Rear stairwell eaves	Fibre Cement	3 x 2	Yes	CHR, ORF
005	Sample 5	Roof flue above water heater	Fibre Cement	1 x 1	Yes	CHR

Fibre Identification Legend

CHR	Chrysotile (white asbestos)	ORF	Organic Fibre
AMO	Amosite (Brown/Grey asbestos)	SMF	Synthetic Mineral Fibre
CRO	Crocidolite (Blue asbestos)	NFD	No Fibres Detected
UMF	Unknown Mineral Fibre	NAD	No Asbestos Detected

The recommended action is to Leave in Place, label & maintain.

Should any renovation, maintenance (including water blasting) or demolition work Involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal procedures as outlined in the Code of Practice – *How to Manage and Control Asbestos in the Workplace* and *Code of Practice – How to Safely Remove Asbestos* available from Safework Australia and the relevant state based Worksafe Authority.

MAINTENANCE

GARDENER – The meeting discussed the standard of service being provided by the current contractor engaged by the developer & resolved this was below expectations.

It was resolved to terminate the current contractor & engage another gardener.

All in favour

CARPORT AREA – The meeting discussed the overgrown ivy in the carport area emanating from the neighbouring property.

Iy=t was resolved to attend to the clean up of this area & address the eradication of the ivy with the neighbouring OC Manager.

All in favour

CARPORT STRUCTURES – The meeting was advised that the carport structures were in need of maintenance as the supports & roofing were showing signs of rusting.

The carports structures are a matter of private maintenance so will require agreement from the majority of owners to progress any repairs

This matter will be addressed through the committee & then with owners.

All in favour

BOLLARDS – The meeting discussed damage being caused to the front grassed common property through the illegal parking of cars.

It was resolved to obtain quotations to install bollards along the edge of the concrete footpath to prevent vehicle access to the grassed area.

The committee is to resolve action.

All in favour

WINDOWS – The meeting discussed issues with some unit windows not having been securely fastened to the building structure.

It was resolved that all owners inspect their unit windows for structural integrity.

All in favour

BRICKWORK – The meeting noted that areas of brickwork appeared to be impacted by rising damp.

It was resolved that a quotation be obtained to address this matter & that it be forwarded to the committee for resolution of action.

it was noted that this task will require the striking of a Special Levy to provide the necessary funds.

All in favour

ROOF – It was resolved to have a contractor inspect the roofs of the buildings to identify any penetrations which may lead to water ingress & to provide guidance as to any maintenance that may be required.

The committee is to resolve further action.

All in favour

GUTTERS – It was resolved to attend to annual gutter cleaning to ensure that water is evacuated properly & does not cause ingress & resultant water damage to the interior of ANY units.

All in favour

INSURANCE

FINANCIAL SERVICE DECLARATION: "MBCM Strata Specialists 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 from your Owners Corporation Intranet site.

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.

The 2023 Insurance Valuation report recommended a building sum of $5,980,000.00.

All in favour

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, MBCM Strata Specialists Dandenong be granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually.

This direction is to renew insurance with the same policy benefits and adjust the limits of cover at renewal in accordance with the recommendations of the Valuation Report.

All in favour

BUILDING COVER: It was resolved that the building cover of $5,980,000.00 be adjusted in accordance with the building sum recommended in the annual valuation report at renewal on 29/09/2024.

All in favour

PREMIUM – It was resolved that the building sum to be recommended by the Valuation Report be presented to the insurer & broker for quotations & that the results be distributed to the committee with a ballot to resolve the appointment of insurer & acceptance of premium.

It was resolved that any difference between the budgeted allowance for insurance & the premium accepted by owners be raised through the striking of a Special Levy prior to renewal.

All in favour

LEGAL LIABILITY: It was resolved that Legal Liability cover of $ 20,000,000 complies with the legal minimum under Part 3, Division 6, s 60 of the Act and deemed adequate.

All in favour

EXCESS – Members resolved that any excess payment attached to a claim is payable by the Unit Owner making the claim. The current standard excess is $500.00.

Claims associated with water damage carry a $5000 excess due to the claims history

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

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

FLEXIBLE BRAIDED HOSES – **What is a flexi hose?** Flexi hoses are flexible hoses and rubber pipes which are surrounded by braided lengths of stainless steel. They're cheap, widely used around the home and mostly used with:

- Kitchen sinks
- Bathroom sinks
- Toilets
- Washing machines
- Dishwashers
- Taps connected to your home mains
- Plumbed fridges



How much damage can a flexi hose cause? Flexi hoses have a limited working life and should be checked bi-annually. The risk of bursting and flooding a home increases dramatically around the 10-year mark. The damage caused can be extreme, with water flooding your house in a matter of seconds, leading to ruined cabinets, walls, floors, and mould which, in some extreme cases, can make your home uninhabitable.

What should I do if I have flexi hoses installed?

- Look for signs of ageing: Warning signs for faulty flexi hoses include rust spots, bulging sections on the metal exterior and fraying or kinking.
- Warranty checks: Ensure all new flexi hoses come with an extended warranty period. If it's a pre-existing hose, you can check for the expiry on the collar of the hose.

- Check its surroundings: If you store chemicals under your sink, you could be putting your hose at risk of damage before the expiry date.
- Installation: If you have flexi hoses or are installing new ones, ensure they are checked and fitted by a professional plumber.
- Maintenance: Make sure to do regular checks of your flexi hoses and feel along the outer casing for any signs of damage. If you suspect a fault, contact a plumber immediately.

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.

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.

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.

DISPUTES

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.

Should a Dispute Resolution Meeting be necessary all Committee Members will be requested to attend.

Members have been 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

s. 100. Election of committee

(1) An owners corporation affecting 10 or more lots must elect a committee at each annual general meeting.

101. Functions and powers of committee

(1) Subject to this section and the rules of the owners corporation, a committee has all the powers and functions that may be delegated by the owners corporation under section 11.

Note: Powers and functions that require a unanimous resolution or a special resolution of the owners corporation cannot be delegated under section 11.

After discussion it was resolved the following members be elected to form a committee.

Mehdi Haidari Christopher Vines Vacancies

All in favour

The committee must have a minimum of three (3) members.

Owners are urged to nominate to join the committee to enable the Owners Corporation to meet its obligations under the OC Act 2006. Please contact the manager for a nomination form.

Members resolved to elect Mehdi Haidari as Chairperson to the Owners Corporation.

All in favour

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.

All in favour

Members resolved -

(a) *That the Owners Corporation appoint MBCM Strata Specialists Dandenong as Manager of Owners Corporation (1) Plan No. RP 12818 and that Mehdi Haidari and Christopher Vines as owners of separate lots and as members of the Owners Corporation witness the affixing of the Common Seal of the Owners Corporation in accordance with Sections 20 and 21 of the Owners Corporations Act 2006 to the standard SCA (Vic) Contract of Appointment as approved by the members ("Appointment") and further resolves in support of the Appointment:*

(b) *That the Owners Corporation and the committee delegates to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the 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 year ending 31/12/2023.

All in favour

ANNUAL FEES

It was resolved to adopt the budget as presented and to set Annual Fees to provide the required funds of $38,731 pa commencing from 1/01/2024.

All in favour

It was resolved that a pro rata payment for the period 1/01/2024 to 30/06/2024 be payable on 8/05/2024.

All in favour

It has 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.

PENALTY INTEREST - Members 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."

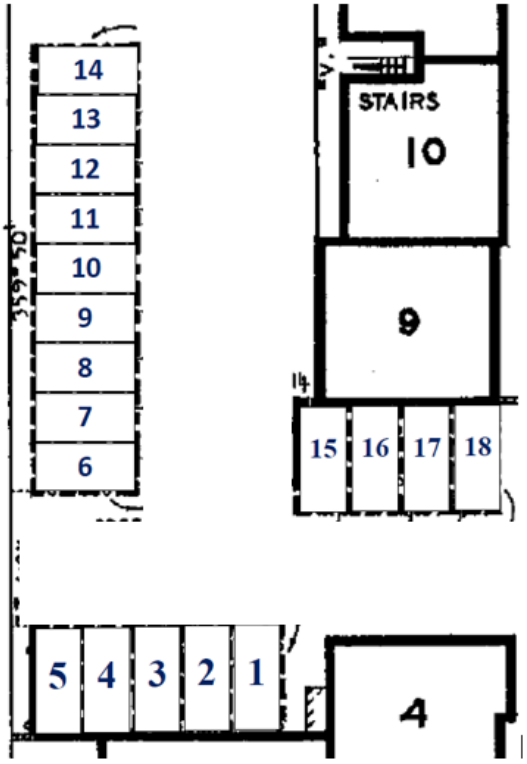
All in favour

GENERAL BUSINESS

PARKING – Owners are reminded that there is one (1) parking space available for each unit as noted on title.

An additional vehicles MUST be parked in Herbert Street.

Non-resident owners are to advise the occupier of their lot of this restriction.



AGM VENUE It was resolved to hold the next AGM via ZOOM.

AS THERE WAS NO FURTHER BUSINESS THE MEETING CLOSED AT 7.02 PM

Chairman
Peter C Scott
MBCM Strata Specialists Dandenong

Version No. 002

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at 1 December 2021

SCHEDULE 2—MODEL RULES FOR AN OWNERS CORPORATION

RP (1) 12818 / 5-7 HERBERT STREET DANDENONG 3175

Regulation 11

1 HEALTH, SAFETY AND SECURITY

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 COMMITTEES AND SUB-COMMITTEES

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

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

3 MANAGEMENT AND ADMINISTRATION

3.1 Metering of services and apportionment of costs of services

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

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

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

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 USE OF COMMON PROPERTY

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment

of the common property by any other person entitled to use the common property.

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

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

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

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 LOTS

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 BEHAVIOUR OF PERSONS

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 DISPUTE RESOLUTION

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation (1) Plan No. RP 12818

Re: **from MARTABAN PROPERTY NO. 1 PTY LTD**

Property: **Lot 3, 5-7 HERBERT STREET DANDENONG VIC 3175**

Your Ref: **12181/3**

This certificate is issued for Lot 3 known as Unit No. 3 and Accessory Unit(s) 21 on Registered Plan No 12818 the postal address of which is 3 /5-7 HERBERT STREET DANDENONG VIC 3175

1. The current fees for the above lot are $2151.80 per annum payable quarterly in advance and due on the First day of January, April, July and October each year.
2. The fees are paid up until 31/12/2024.
3. The total of unpaid fees or charges for the lot is: $0.00.
4. No special fees or levies have been struck except: Nil
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:-

   - MAINTENANCE Please refer to the Maintenance section of the Minutes from the Annual General Meeting for items of common property maintenance requiring attention by the Owners Corporation & matters of private maintenance requiring action by individual Lot owners.

   BALCONY / PILLAR WORKS – Repair works to section of balconies, handrails & brick pillars is required. Final quotes are being obtained. Estimated costs $15,000. A Special Levy it to be struck to fund these works.

6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU UNDERWRITING
No. of Policy:	23554
Kind of Policy:	Residential Strata Insurance Plan
Buildings Amount:	$6,410,000
Legal Liability Amount:	$20,000,000
Buildings Covered:	All
Common Contents:	$29,682
Renewal Date:	29/09/2025

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 :-

Fund Description	General Account
Administration Fund	$ 1514.93

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 Strata Specialists Dandenong - OC Management Contract
- MH Gardening - Garden Maintenance

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 Debt Recovery action against defaulting owners.

14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Strata Specialists 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 12818 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 Eleventh day of November 2024





Peter C Scott (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists DANDENONG
P.O. BOX 2081 DANDENONG EAST 3175
info@dandenong.mbcm.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 using the following BPAY details.

Biller Code:	96503
Biller Reference:	235751534 00033

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.