

Contract of Sale of Land

Property:

**Unit 1, 18 Gardiner Avenue, Dandenong North VIC
3175**

DDSS Legal Pty Ltd
2 Waterbush Crescent
LYNDHURST VIC 3975
Tel: 0397029990
Fax: 03 8725 0203
Ref: DY:25689

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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/...../2025

Print names(s) of person(s) signing: Saman Priyantha Hewagaha Kandage

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

Vendor

Name: Saman Priyantha Hewagaha Kandage
Address: 16 Trickett Street, Clyde VIC 3978
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: DDSS Legal Pty Ltd
Address: 2 Waterbush Crescent, Lyndhurst VIC 3975
Email: admin@ddsslegal.com.au
Tel: 0397029990 Mob: _____ Fax: 03 8725 0203 Ref: 25689

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 12250 Folio 749	1	PS 809361H

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 1, 18 Gardiner Avenue, Dandenong North 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 –Condition of Property

- 1.1 The purchaser acknowledges that the Purchaser has inspected the Property prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property in their present condition and state of the boundary lines and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to arrange any defects on the property.
- 1.2. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said condition as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits, Consents and/or completion of inspections by the relevant authorities in respect of any improvements thereon
- 1.3 The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.
- 1.4 If the contract relates to a purchase of vacant land, the purchaser acknowledge that he has inspected the land and accepts the property in the current condition. The purchase shall not require the vendor to re-install boundary pegs and/or to clean the land prior to settlement.

Special Condition 2 – Restrictions

- 2.1 The Purchaser buys the Property subject to the following restrictions (Restrictions):
 - (a) Any misdescription of the Land or inaccuracy in the area or measurements of the Land; or
 - (b) Any Laws affecting the Land and any failure to comply with those Laws; or
 - (c) Any rights of or claims by any municipal or statutory authority; or
 - (d) Any improvements not being erected within the boundaries of the Land or
 - (e) Any improvements encroaching onto the Land; or
 - (f) The Condition of the Property.
- 2.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.
- 2.3 The Purchaser may not call upon the Vendor to:
 - (a) Amend title or to bear the cost of amending title; or
 - (b) Fix any Restriction or to bear the cost of fixing any Restriction.

Special Condition 3 – Planning

- 3.1 The Vendor makes no warranty that the Property may be used for any particular purpose.
- 3.2 The Purchaser buys the Property subject to any restrictions on the use of the Property under:
- (a) The applicable planning scheme;
 - (b) Any planning permits for or affecting the Property; and
 - (c) Any other planning controls affecting the Property.
- 3.3 A Planning Restriction does not constitute a defect in the Vendor's title to the Property or affect the validity of the Contract.
- 3.4 The Purchaser cannot make any objection to or be entitled to any compensation from the Vendor because of any Planning Restriction.

Special condition 4- Nomination

- 4.1 If a Purchaser nominates a substitute or additional purchaser under General Condition 4, they may do so, provided that:
- (a) Signed nomination documents are provided to the Vendor's Conveyancers; and any other documents required by State Revenue Office and
- 4.2 If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any Guarantor(s):
- (a) Remains personally liable for the performance of all of the Purchasers' obligations under this Contract; and
 - (b) Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.
- 4.3 If the Purchaser nominates a substitute or additional purchaser, and that purchaser is a company which is not listed on a recognized Australian Stock Exchange, then the Vendor may require that at least two directors of the nominated company (or if the nominated company be sole director company, then the sole director) must execute the Guarantee at the time of the nomination.

Special Condition 5– Representation and Warranty as to building (if there is a building)

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly released the Vendor and/or the Vendor's Agents from any claims and/or demands in respect there.

Special Condition 6- Default

- 6.1 General Condition 35 is amended by adding the following new paragraph at the end of the condition.

The vendor gives notice to the Purchaser that in the event that the Purchaser is default under the contract and/or fails to complete the purchase of the property on the due date specified in the Contract between the vendor and the purchaser ("the contract") for payment of the residue as defined in the contract ("the due date") the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- (a) legal cost and expenses as between legal Practitioner or Conveyancer and own Client;
- (b) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (c) interest payable to the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (d) accommodation expenses necessarily incurred by the Vendor;
- (e) penalties payable by the vendor through any delay in completion of the Vendor's purchase of another property ;

- (f) The Vendor's conveyancer's legal fees for issuing Default notice due to the breach of the contract by the purchaser is \$900.00 plus GST. The exercise of the Vendor's right hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

Special condition 7 - Foreign Investment Review Board

The purchaser(s) warrants to the Vendor: -

- (a) That the purchaser is ordinarily a resident in Australia; or
- (b) That the purchaser is not a corporation, business or trust in which there is substantial foreign interest within the meaning of the Foreign Acquisition and Takeovers Act 1975; and
- (c) That the provisions of the Foreign Acquisition and Takeovers Act 1975 and the Foreign Acquisitions and Takeovers Regulations 1989 requiring the obtaining of consent to this Contract do not apply to the Purchaser(s).

In the event of there being a breach of this warranty, whether intentional or not, the purchaser agrees to indemnify and to compensate:

The vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the vendor as a consequence of that breach of warranty.

This warranty and indemnity shall not merge on the completion of this Contract.

Special Condition 8 – Purchaser buying unequal interest

- 12.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- 12.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 12.4 This special condition will not merge on completion.
- 12.5 The Vendor makes no warranty as to the amount of stamp duty payable by the Purchaser on the Transfer of Land

Special condition 9 - Finance (not applicable if property sold at auction)

General Condition 20 is amended by adding the following new paragraph at the end of the condition

If this Contract is subject to loan approval and the Purchaser attempts to end the Contract on the basis that is unable to obtain finance approval by the approval date, the Purchaser must provide written proof to the Vendor from the nominated lender refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained finance approval.

Special condition 11 - Guarantee and Indemnity Form

If a company purchases the property:

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

GC 23 – special condition

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

GC 28 – special condition

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 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 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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

- 13.2 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, of

.....

and..... of

.....

being the **Sole Director / Directors** of of

..... (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 2025

SIGNED by the said

)

)

Print Name:

)

.....

.....
Director (Sign)

in the presence of:

)

)

Witness:

)

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 1, 18 GARDINER AVENUE, DANDENONG NORTH VIC 3175
------	--

Vendor's name	Saman Priyantha Hewagaha Kandage	Date	/ /
Vendor's signature	<div></div>		

Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		
Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$5,000.00

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

\$0.00	To	
Other particulars (including dates and times of payments):		

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

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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:
Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

6.1 ☒ The owners corporation is an inactive owners corporation.

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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Copy of Title

Copy of Plan

Property Reports

Building Permit

Occupancy Permit

Building Warranty Certificate

Council Rates

Water Bill

Owners Corporation Certificate

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12250 FOLIO 749

Security no : 124125697793S
Produced 26/06/2025 02:13 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 809361H.
PARENT TITLE Volume 08200 Folio 248
Created by instrument PS809361H 22/09/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SAMAN PRIYANTHA HEWAGAHA KANDAGE of UNIT 1 18 GARDINER AVENUE DANDENONG
NORTH VIC 3175
AV032131B 18/11/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV032132Y 18/11/2021
PERPETUAL TRUSTEE COMPANY LTD

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

DIAGRAM LOCATION

SEE PS809361H 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 1 18 GARDINER AVENUE DANDENONG NORTH VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 18/11/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS809361H

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

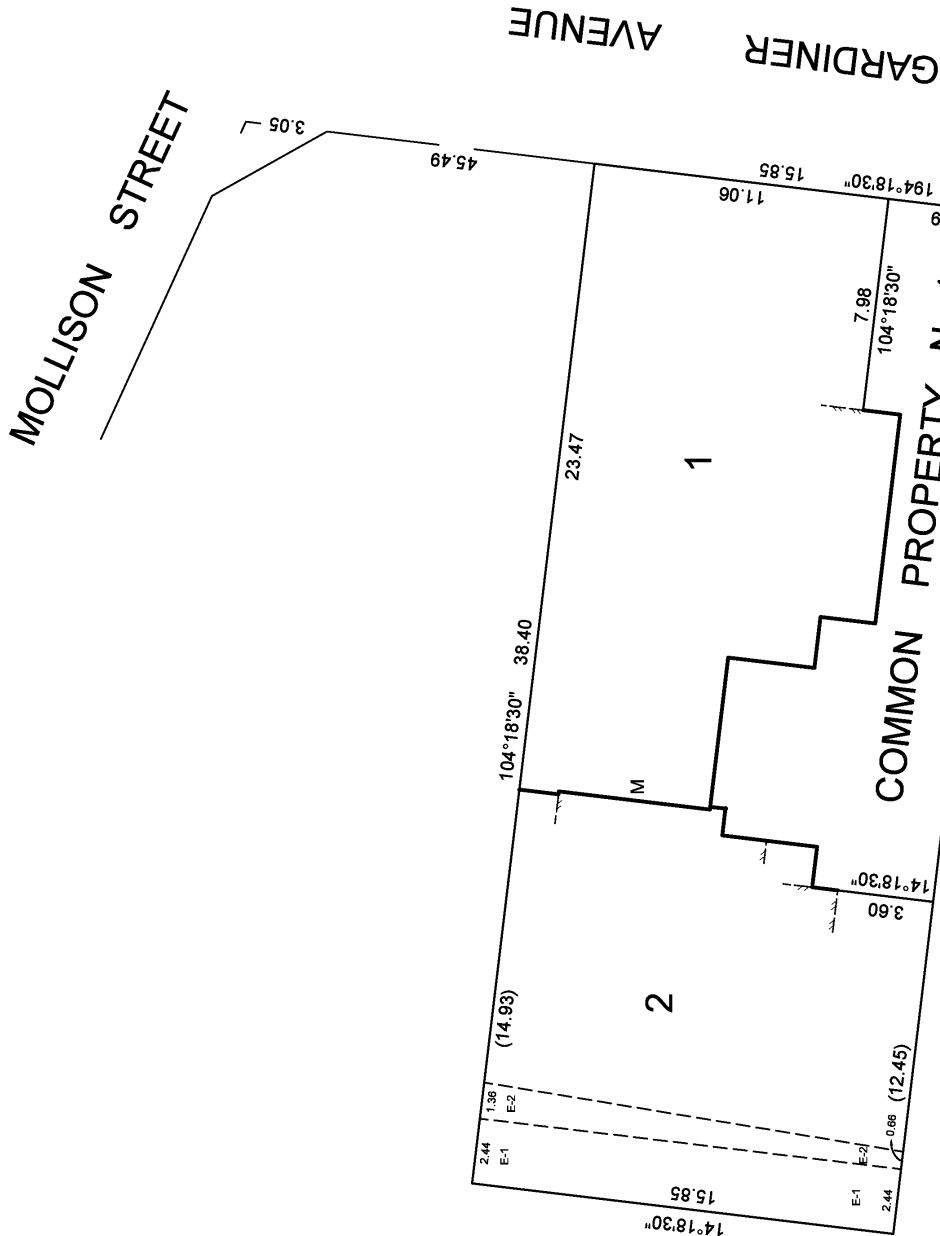
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Document Type	Plan
Document Identification	PS809361H
Number of Pages (excluding this cover sheet)	2
Document Assembled	26/06/2025 14:13

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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 26 June 2025 02:16 PM

PROPERTY DETAILS

Address: **1/18 GARDINER AVENUE DANDENONG NORTH 3175**
Lot and Plan Number: **Lot 1 PS809361**
Standard Parcel Identifier (SPI): **1\PS809361**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **509530**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 90 A1**

www.greaterdandenong.com

[Planning Scheme - Greater Dandenong](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

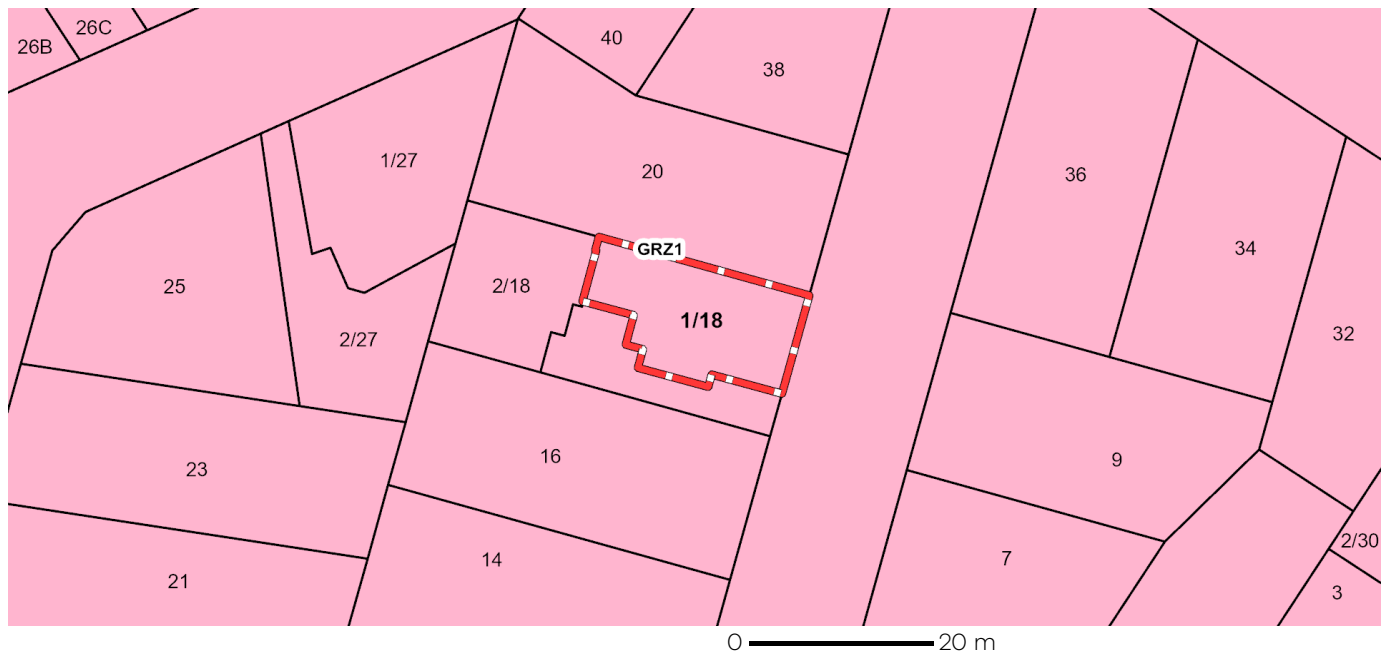
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 1/18 GARDINER AVENUE DANDENONG NORTH 3175

Page 1 of 3

Further Planning Information

Planning scheme data last updated on .

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 26 June 2025 02:16 PM

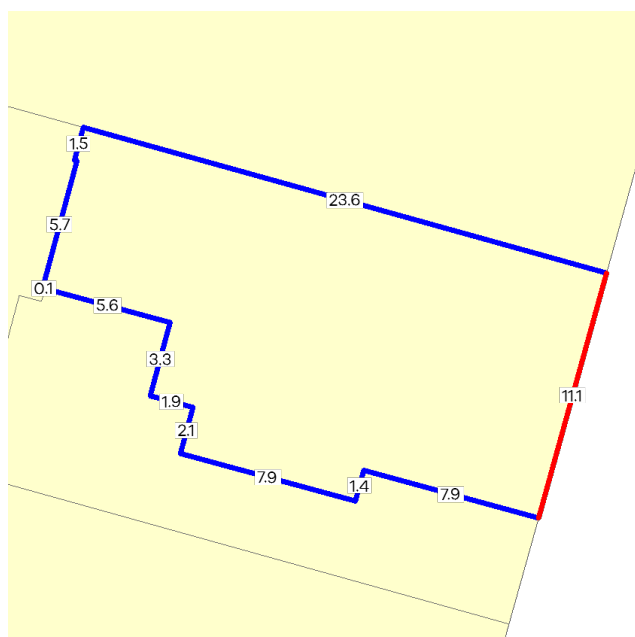
PROPERTY DETAILS

Address: **1/18 GARDINER AVENUE DANDENONG NORTH 3175**
Lot and Plan Number: **Lot 1 PS809361**
Standard Parcel Identifier (SPI): **1\PS809361**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **509530**
Directory Reference: **Melway 90 A1**

www.greaterdandenong.com

SITE DIMENSIONS

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



Area: 248 sq. m

Perimeter: 72 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.

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

Building Permit

Form 2

Building Act 1993

Building Interim Regulations 2017: Regulation 313

BUILDING PERMIT NO.: BS-U 1218/20170002/0

AGENT

Agent : Andy Deng
Address : 37 Wordsworth Avenue, CLAYTON SOUTH, VIC 3169
Phone : Phone: 0422 588 599

OWNER

Owner : Xueming Deng & Shuijin Huang
Address : 37 Wordsworth Avenue, CLAYTON SOUTH, VIC 3169
Phone : Phone: 0422 588 599

BUILDER

Builder : Robert Jantos Company: Acacia Design Pty Ltd
Address : P.O. Box 463, NEERIM SOUTH, VIC 3831
Phone : 0423 212 909

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS

a) to be engaged in the building work

<u>Name</u>	<u>Category/Class</u>	<u>Registration Number</u>
Robert Jantos	Builder	DB-U 32255

b) Who were engaged to prepare documents forming part of the application for this permit

<u>Name</u>	<u>Category/Class</u>	<u>Registration Number</u>
Kandiah Arumugananthan	Drafting	DP-AD 609
Peter Rodrigues	Structural Engineer	EC1344

PROPERTY DETAILS

Site Address : Lot: 68 18 Gardiner Avenue DANDENONG NORTH VIC 3175
Municipal District : Greater Dandenong City Council
Title Details : LP 43333 Allotment Area m² : 730

DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

Planning Permit No.: PLN15/0442 Planning Permit Date: 16/03/2016

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

The issuer or provider of the required insurance policy is: Bovill Risk & Insurance

DESCRIPTION OF BUILDING WORK

Nature of Building Work : Construction of one (1) double storey dwelling and one (1) single storey dwelling to the rear
: As per plans (NCC/BCA 2016) - Arch dwg sheets 1 to 19; Structural dwg sheets S01 to S10 (Rev. C1); Civil dwg sheets D1 to D3 (Rev. A)
Project Estimated Total Cost : \$495,930

BUILDING DETAILS

No. of Storeys : 2
New Floor Area (m²) : 354.40

<u>BCA</u>	<u>Nature of Work</u>	<u>Part of Building</u>
1a	New Building	Two dwellings
10a	New Building	Garage and Carport

Building Permit

Form 2

Building Act 1993

Building Interim Regulations 2017: Regulation 313

BUILDING PERMIT NO.: BS-U 1218/20170002/0

INSPECTION REQUIREMENTS

Inspection of foundation prior to placing a footing

Inspection prior to pouring an insitu reinforced concrete member nominated by the Relevant Building Surveyor

Inspection upon completion of framework

Inspection for final, upon completion of all building work

OCCUPATION/USE OF BUILDING : An Occupancy Permit is required prior to the occupation of the building.

COMMENCEMENT AND COMPLETION : This building work must commence by 28/08/2018 and must be completed by 28/08/2019.

CONDITIONS : Applicable (below)

CONDITIONS OF APPROVAL

Submit copies of floor and roof truss computations (roof design inclusive) and layout plans prior to the arrangement of the frame inspection.

ALTERNATIVE SOLUTIONS

NCC Volume Two P2.1.1 & P2.2.2

To allow the use of Unitex Base Board System - Non Cavity as an external wall cladding.

REPORTING AUTHORITIES

<u>Reporting Authority</u>	<u>Regulation</u>	<u>Issue</u>
Dandenong City Council	Regulation 802(3)	Land Liable to Flooding
Dandenong City Council	Regulation 610(2)	Stormwater point of discharged
Dandenong City Council	Regulation 310(1)	Build over Easement Consent
South East Water	Regulation 310(1)	Build over Easement Consent

Notes:

Note 1: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and the date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 2: Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include only building practitioners with no further involvement in the building work.

Note 5: Domestic builder carrying out domestic work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



RELEVANT BUILDING SURVEYOR: Andrew Hon

Date of Issue: 28/08/2017

Registration No.: BS-U 1218

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Interim Regulations 2017. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

OCCUPANCY PERMIT

BUILDING PERMIT NO.: BS-U 1218/20170002/0

AGENT

Agent : Andy Deng
Address : 37 Wordsworth Avenue, CLAYTON SOUTH, VIC 3169
Phone : 0422 588 599

OWNER

Owner : Xueming Deng & Shuijin Huang
Address : 37 Wordsworth Avenue, CLAYTON SOUTH, VIC 3169
Phone : 0422 588 599

PROPERTY DETAILS

Number: 18 Street/Road: Gardiner Avenue City/Suburb/Town: DANDENONG Nth Postcode: 3175
Lot/s: 68 LP/PS: LP 43333 Volume: 08200 Folio: 195
Crown allotment: Section: Parish: County:
Municipal District: Greater Dandenong City Council

BUILDING PERMIT DETAILS

Building permit number : BS-U 1218/20170002/0
Version of BCA applicable to building permit : 2016

*BUILDING DETAILS

*Part of building/Building to which permit applies	Permitted use	BCA Class of building	Maximum permissible floor live load	Maximum number of people to be accommodated
Dwelling (Unit 1)	Residential	1a	1.5kPa	N/A
Garage (Unit 1)	Garage	10a	1.5kPa	N/A

Storeys contained : 2

Effective height : 0

PERFORMANCE SOLUTION

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies: (list matters not referenced on the relevant building permit)

Relevant performance requirement	Details of performance solution
NCC Volume Two P2.1.1 & P2.2.2	To allow the use of Unitex Base Board System - Non Cavity as an external wall cladding.

REPORTING AUTHORITIES

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Relevant regulation no.
Dandenong City Council	Land Liable to Flooding	Regulation 153(3)
Dandenong City Council	Stormwater point of discharged	Regulation 133(2)
Dandenong City Council	Build over Easement Consent	Regulation 130(1)
South East Water	Build over Easement Consent	Regulation 130(1)

SUITABILITY FOR OCCUPATION

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

RELEVANT BUILDING SURVEYOR

Name : Andrew Hon
 Address : PO Box 3113, WHEELERS HILL VIC 3150
 Email : office@chgroup.com.au
 Building practitioner registration no. : BS-U 1218
 Occupancy Permit no : 20170002
 Date of issue : 14 February 2019
 Date of final inspection : 18 January 2019
 Signature :



**Delete if inapplicable*

† Tick if applicable

Domestic Building Insurance

Certificate of Insurance

Xueming Deng

**37 Wordsworth Ave
CLAYTON SOUTH
VIC 3169**

Policy Number:

C310367

Policy Inception Date:

17/08/2017

Builder Account Number:

002516

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Unit 1 18 Gardiner Ave DANDENONG NORTH VIC 3175 Australia**

Carried out by the builder: **ACACIA DESIGNS PTY LTD**

Builder ACN: **131530562**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Xueming Deng**

Pursuant to a domestic building contract dated: **17/08/2017**

For the contract price of: **\$ 297,558.00**

Type of Cover: **Cover is only provided if ACACIA DESIGNS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

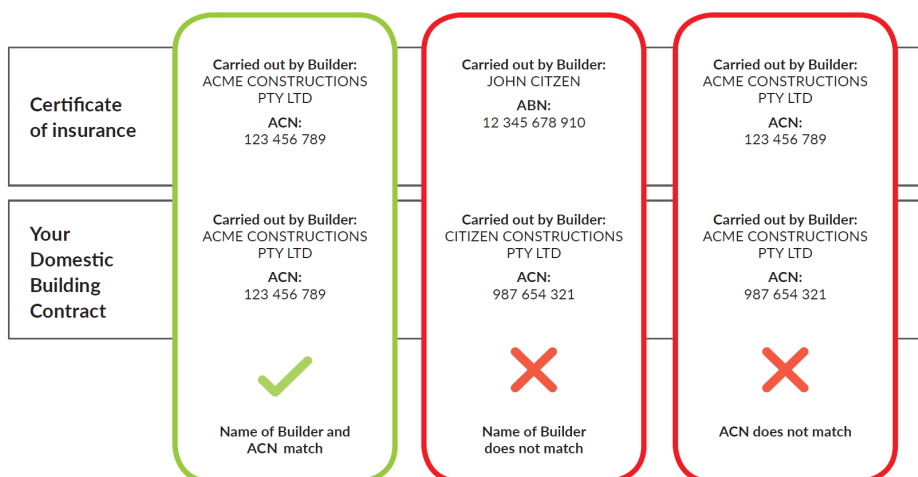
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,380.00
GST:	\$138.00
Stamp Duty:	\$151.80
Total:	\$1,669.80

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



Valuation and Rates Notice

1 July 2024 to 30 June 2025

Issue Date - 30 July 2024

Property Number: 509530



031-3175 (33574)

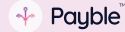
Saman P H Kandage
1/18 Gardiner Avenue
DANDENONG NORTH VIC 3175



Scan to Pay

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

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



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.



\$1,104.00



\$0.00



\$194.20

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

Property Number 509530

1/18 Gardiner Avenue
DANDENONG NORTH VIC 3175
Lot 1 PS 809361 Vol 12250 Fol 749
Property Owners - Saman P H Kandage

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)	\$715,000
Site Value - (the Site Value is included in the CIV)	\$295,000
Net Annual Value	\$35,750
AVPCC (Property Type) 120 - Single Unit / Villa Unit / Townhouse	

Arrears B/Fwd

\$2,586.30

Rate - 2024/2025

General Rate	(\$715,000 x 0.0015440904)	\$1,104.00
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State Government Fire Services Property Levy

FSPL Residential Fixed	(1 x \$132.00)	\$132.00
FSPL Residential Variable	(\$715,000 x 0.000087)	\$62.20

Total amount due

\$3,884.50

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

\$3,884.50
by 30 September 2024

Four instalments

30 September 2024	\$2,910.85
30 November 2024	\$324.55
28 February 2025	\$324.55
31 May 2025	\$324.55

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™



VISA



First Instalment \$2,910.85



*321 50953000000002

Full Payment \$3,884.50



*321 50953000000002

Payment methods

Online (card or bank)

Visit: pay.greaterdandenong.vic.gov.au

Reference: 9921 088

Visa, MasterCard and bank account payments accepted.

BPAY



B0iller code: 8987

Reference: 9921 088

Pay using BPAY via your online banking.

Post BILLPAY



Post Billpay

Billpay code: 0321

Reference: 5095 3000 0000 02

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: 509530

Differential Rates Type	Rate in \$	Rate amount \$
General Rate	0.0015440904	\$1,104.00
Commercial Rate	0.0025477491	\$1,821.60
Industrial Rate	0.0032425898	\$2,318.45
Farm Rate	0.0011580678	\$828.00
Vacant Res. Land	0.0023161355	\$1,656.00

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.


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



SAMAN P HEWAGAHAKANDAGE
U 1 18 GARDINER AVE
DANDENONG NORTH VIC 3175

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

Account enquiries:
southeastwater.com.au/enquiries or call (03) 9552 3540
Mon-Fri 8am to 5pm

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)

Bill note:
Please pay in accordance with your payment plan agreement. To view and manage your payments visit mysoutheastwater.com.au

Last bill	Payments received	Balance
\$1,937.10	– \$0.00 =	\$1,937.10

Account number:	36475576
Payment plan monthly:	\$50.00
Current charges	Balance
+ \$336.40	\$2,273.50

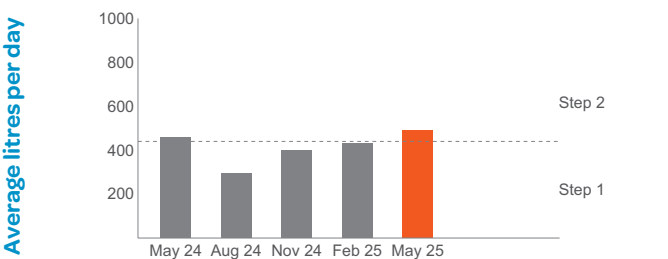
Your account breakdown

Issue date	14 May 2025
Property	Unit 1 18 Gardiner Avenue DANDENONG NORTH VIC 3175
Property reference	47E//09115/00023
Last bill	\$1,937.10
Payment received	\$0.00
Balance brought forward	\$1,937.10
Our charges (no GST)	\$284.11
Other authorities' charges (no GST)	\$52.31
Balance	\$2,273.50

Your snapshot

Average daily water use	489 litres
Average daily cost	\$3.11

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	489	245	163	122	98
Meeting Target 150?	x	x	x	✓	✓

Payment options

- DD Direct debit**
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 1003 6475 5700 007
- Credit card**
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 36475576
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 1003 6475 5700 007
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.
- Centrepay**
Go to servicesaustralia.gov.au/centrepay for more information.
Reference number: 555 050 397J

Property ref: 47E//09115/00023
UNIT 1 18 GARDINER AVENUE
DANDENONG NORTH VIC 3175

PN47E

*361 100364755700007

Balance:	\$2,273.50
Account number:	36475576
Date paid:	
Receipt number:	

Our charges

Meter reading details

Date read: 12/05/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SASA003025	173	129	44	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **11 August 2025**.

Water usage (water and sewage)

For period 11/02/25 to 12/05/25 (90 days)

Step 1 39.60 kl @ \$3.6156 per kl = **\$143.18**

Step 2 4.40 kl @ \$4.6133 per kl = **\$20.30**

Total usage charges **\$163.48**

Steps are calculated on a daily average up to 440 litres

Service charges For period 01/04/25 to 30/06/25

Water service charge **\$22.58**

Sewerage service charge **\$98.05**

Total service charges **\$120.63**

Our charges **\$284.11**

Other authorities' charges

Parks **\$21.79**

Waterways and Drainage charge 01/04/25 to 30/06/25 **\$30.52**

Total other authorities **\$52.31**

Total current charges **\$336.40**

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 **01/04/25 to 30/06/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/04/25 to 30/06/25**.

Additional information

Payment assistance

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

Are you eligible for a bill discount?

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

Our customer charter

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

Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to mySouthEastWater.com.au



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



Say goodbye to missed alerts

When you change a mobile number or email address, letting your utilities know isn't usually on top of the to-do list.

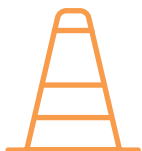
Check if your details are up to date so we can quickly let you know about important works, like:



Potential
water supply
interruptions



Weather and
power outage
interruptions



Nearby works



Account updates
or changes

It's a little thing but it can have a big impact on how quickly we're able to alert you. It's easy to check what details you have on your account.

Sign in or register at

mySouthEastWater.com.au

(you'll need your account number handy to register) or scan the QR code.

Or you can chat with our friendly team on 13 18 51.



OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

Owners Corporation No

Address: Unit 1, 18 Gardiner Avenue, Dandenong North VIC

This certificate is issued for	Lot 1 on Plan of Subdivision No: 809361H
Postal address is 3175	Unit 1, 18 Gardiner Avenue, Dandenong North VIC
Applicant for the certificate is	DDSS Legal Pty Ltd
Address for delivery of certificate is:	2 Waterbush Crescent, Lyndhurst VIC 3975
Date that the application was received:	26 June 2025
IMPORTANT: The information in this certificate is issued on: 26 June 2025 You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.	
1.	The current fees for the lot are \$280.00 payable Yearly
2.	The date to which the fees for the lot have been paid up to is: 24 th July 2025
3.	The total of any unpaid fees or charges for the lot are: Nil
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: Nil
6.	The owners corporation has the following insurance cover: a) the name of the company: AAMI Strata Insurance b) policy number: HSA162701149 c) kind of policy: As per attached Strata of Insurance d) buildings covered: As per attached Strata of Insurance e) amount of building insurance is: As per attached Strata of Insurance f) the public liability amount is: As per attached Strata of Insurance g) the renewal date is As per attached Strata of Insurance
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution Nil
8.	The total funds held by the owners corporation: Nil
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details Nil
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details Nil

11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details Nil
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details Nil
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details Nil
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details Nil
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? Nil
16.	Documents required to be attached to the owners corporation certificate are: · A Copy of Certificate of Insurance
17.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: Not Applicable

DATED the day of 2025.

This owners corporation certificate was prepared by: **DDSS Legal Pty Ltd 2 Waterbush Crescent Lyndhurst VIC 3975**

Postal address	Unit 1, 18 Gardiner Avenue, Dandenong North VIC 3175
(Signature)	
(Print Name)	Saman Priyantha Hewagaha Kandage
(name of management company if relevant) as delegate of the owners corporation	

Certificate of Insurance

Date of Issue	24 June 2025
Policy Number	HSA162701149
Page 1 of 2	



Thank you for choosing AAMI Strata Insurance.

Please have a read through the Certificate of Insurance to check all your policy details are correct.

We do rely on you to honestly disclose all the correct details in regards to your policy. Also please read carefully the information about Your duty to us: no misrepresentation section at the end of your Certificate of Insurance.

If you'd like help with something, give us a call on 13 22 44.

Take care,

The AAMI Team

Insured Address

18 GARDINER AVE,
DANDENONG NORTH VIC 3175

The Insured

Strata Plan Ps809361

Period of Insurance

24 June 2025 to 11:59pm 24 June 2026

Policy Type

Strata Building

Excess Details

You may be able to reduce your premium if you choose a higher Flexi-Premium excess.

Building Flexi-Premium® Excess:	\$2,000
Unoccupied Excess:	\$1,000
Water Damage Excess:	\$200
Theft or burglary by tenants or their guests excess:	\$500
Malicious acts or vandalism by tenants or their guests excess:	\$500

Strata Cover

Building Sum Insured:	\$7,500
Legal Liability:	\$20 million

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.

The Building

You have told us the following about the building at the insured address:

Occupied As:	Owner
Dwelling Type:	Common Property & Liability only
Wall Construction:	Brick Veneer
Roof Construction:	Tile
Year Built:	Approx. 2020
Levels:	2
Floors:	Timber
Lifts:	No
Balconies:	Yes
Pool/SPA:	No
Recreational Facilities:	No
Well Maintained and in Good Condition:	Yes
This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other creatures; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.	
Under Renovation/Construction:	No
Used for Business:	No
Unoccupied:	No
Financed:	No
Up to 40% of units are used for Holiday /Weekend/Shared Schemes:	No

Security Features

You have told us the following about the security at the building:

Smoke Detectors:	No
Restricted Access:	No

Insurance History

You have told us that in the past **three** years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim.
- You or anyone to be insured under this policy have had NO insurance claims for loss or damage relating to strata insurance (excluding any claims made on this policy).

Your duty to us: no misrepresentation

Before you buy, make changes to or reinstate this consumer insurance contract we will ask you questions. Your answers will be used to decide if we can insure you and on what terms.

You have a duty to us under the Insurance Contracts Act to take reasonable care not to make a misrepresentation. To make sure that you meet this duty to us, it is important that you answer all questions truthfully and accurately.

If you give us information that is not true and accurate, we may be able to reduce or refuse to pay a claim or cancel your policy, or both.

If your failure is fraudulent, we may be able to refuse to pay a claim and treat the contract as if it never existed.

It is important that you check the information provided on your Certificate of Insurance. These details have been recorded based on the information you have given to us. If any details are incorrect or have changed, please contact us.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.

Insurance Account

STRATA PLAN PS809361
UNIT 1
18 GARDINER AVE
DANDENONG NORTH VIC 3175

Date of Issue	24 June 2025
Policy Number	HSA162701149
Period of Insurance	24 June 2025 to 11:59pm 24 June 2026
Total Amount Payable	\$556.71
Due Date	8 July 2025

Page 1 of 2



Strata Insurance

Dear Policy Holder,

Thank you for choosing AAMI Strata Insurance.

Please find enclosed your Certificate of Insurance, a copy of our Product Disclosure Statement (PDS) and Supplementary Product Disclosure Statements (SPDS) (if any). These documents form part of your contract of insurance with us and should be read carefully to understand what your policy covers including the conditions, limits and exclusions that apply.

Your Certificate of Insurance is a record of the information you provided us during your application. Please review this information and the Your duty to us: no misrepresentation section at the end of your Certificate of Insurance carefully. If any details shown are incorrect or there is other information you need to tell us, please call 13 22 44.

To ensure you're covered by AAMI please pay by the due date.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: www.moneysmart.gov.au

Take care,

The AAMI Team

Insured Address

18 GARDINER AVE, DANDENONG NORTH VIC 3175

Policy Type

Strata Building

Building Base Premium	\$460.09
Stamp Duty	\$50.61
GST	\$46.01
Total Amount Payable for Building	\$556.71



Payment Options



Internet: Visit aami.com.au



Phone: To pay via our automated card payment system call 1300 764 135. We accept VISA, Mastercard and American Express.



By Mail: Send this payment slip with your cheque made payable to: AAMI GPO Box 5356, Sydney NSW 1176



In Person: At any Post Office in Australia.



Bill Code: 655902
Ref: 15350162701149



Direct Debit:
Call 13 22 44 to arrange payment by monthly instalments.

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Total Amount Payable	\$556.71
Due Date	8 July 2025
Reference Number	15350162701149



*4060 08072025 CVN162701149

Once payment is made this document is a Tax Invoice for GST, enabling you to claim input tax credits if applicable to your business.

Here's how we look after you

We give you value

Flood, storm and lightning cover

With AAMI Strata insurance your building is covered in the event of a flood or storm. This includes any loss or damage caused by strong winds, rain, hail, snow and dust - as well as damage from a power surge caused by lightning.

AAMI Flexi-Premiums®

With AAMI Flexi-Premiums® you have the option to vary your excess, so you can choose how much you pay. By choosing a higher excess you'll be able to lower your insurance premium.

Legal liability

We cover up to \$20 million for your legal liability to pay compensation for death, illness, or bodily injury that happens at the insured address.

Flexible payment options

Choose to pay your premium annually or monthly (annually is cheaper) - whichever is more convenient for you.



Did you know that you can manage your AAMI online?

Simply visit aami.com.au/login to view, update your policy and make payments.

AAMI GENERAL INSURANCE CUSTOMER PRIVACY STATEMENT

LUCKY YOU'RE WITH
AAMI



Privacy is Important...

...especially when you consider the number of ways we communicate and interact these days. That's why we've put together this statement. It explains how we collect, hold, use and disclose your personal information and who we share it with.

And because it's guided by privacy laws, you can be sure it takes your rights seriously.

Above all, this statement is your assurance that we never take your privacy for granted and always take the utmost care in protecting your personal information.

AAI Limited trading as AAMI is the insurer and issuer of your insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products, services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the: Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001 as those laws are amended, and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);

- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouses, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - information technology providers,
 - administration or business management services, consultancy firms, auditors and business management consultants,
 - marketing agencies and other marketing service providers,
 - claims management service providers
 - print/mail/digital service providers, and
 - imaging and document management services;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- the Australian Financial Complaints Authority or any other external dispute resolution body;

- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and medical, health or wellbeing professionals;
- debt collection agencies; and
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.aami.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, we and any related companies that use the AAMI brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services (you can see the full list of persons and organisations under 'How we handle your personal information'). We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, obtaining a list of overseas countries, or giving us your marketing preferences you can:

- Visit www.aami.com.au/privacy;
- Speak to us directly by phoning one of our Sales & Service Consultants on 13 22 44 or
- Email us at privacyaccessrequests@aami.com.au

DATED

2025

SAMAN PRIYANTHA HEWAGAHA KANDAGE

VENDOR STATEMENT

Property: Unit 1, 18 Gardiner Avenue, Dandenong North VIC 3175

DDSS Legal Pty Ltd
Licensed Conveyancer
2 Waterbush Crescent
LYNDHURST VIC 3975
Tel: 0397029990
Fax: 03 8725 0203

Ref: DY:25689