

DATED

2023

SAID MEHDI HASAN ALIYAR AND HALIME YILMAZ

to

CONTRACT OF SALE OF LAND

Property: Lot ____/4 Daryl Court, Hampton Park 3976



Principal Solicitor- Kenan Akyildiz

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Essendon VIC 3040

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Ref: KA:2274/23:KA

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 AGREEMENT. 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/...../2023

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

.....

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2023

Print name(s) of person(s) signing: SAID MEHDI HASAN ALIYAR AND HALIME YILMAZ

State nature of authority, if applicable:

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

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 have 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.

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

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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.

Particulars of sale

Vendor's estate agent

Area Specialist Casey
142 High Street, Cranbourne, VIC 3977

Email: Khadmin@areaaspecialist.net.au

Tel: (03) 9088 4194 Mob: 0416 481 327 Fax:

Ref:

Vendor

SAID MEHDI HASAN ALIYAR AND HALIME YILMAZ

Vendor's legal practitioner or conveyancer

Orange Legal Group

Contact: Kenan Akyildiz

Suite 6, Level 2, 902 Mt Alexander Road Essendon VIC 3040
PO Box 411 Essendon North Vic 3041

Email: property@orangelegalgroup.com.au

Tel: 03 8317 1070

Mob:

Fax:

Ref: KA:2274/23:KA

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 Lot ____ on proposed plan PS911110P which is PART of the parent lot described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9892	Folio	530	403	213789D
Volume		Folio			

If no title or plan references 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: **Lot ____/4 Daryl Court, Hampton Park 3976**

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

Lot 1 – one light in the dining room is broken

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 with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- 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:

(or another lender chosen by the purchaser)

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*

See pages after General Conditions

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 purchase'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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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 is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special 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 for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special 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 vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised 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 that 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.
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ADDITIONAL SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract unless the context otherwise requires:-

“Approval Date” means 12 months from the day of sale.

“Bank” means a body corporate authorised to carry on banking business in Australia under section 9 of the **Banking Act 1959** of the Commonwealth of Australia whose name includes the designation “bank”.

“Bank Guarantee” means an unconditional undertaking without an expiry date from a Bank in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“Building” means the improvements of the Land, including, without limitations, any building, fencing, plant, equipment, fixtures, and fittings thereon owned by the Vendor except any specifically excluded from this sale.

“Business Day” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“Deposit Bond” means an irrevocable and unconditional undertaking with an expiry date not earlier than six months after the Sunset Date issued by an Australian Insurance Company in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“General Conditions” means the General Conditions prescribed by the Estate Agents (Contracts) Regulations 2008.

“GST” means a tax calculated by reference to the value of goods and/or services provided calculated and levied at the point of sale for goods.

“Occupancy Permit” means an Occupancy Permit for the use of the property as a home.

“Owners Corporation” means the Owners Corporation established upon registration of the Plan.

“Owners Corporation Regulations” means the regulations prescribed by the **Owners Corporation Act 2006** from time to time.

“Particulars of Sale” means the Particulars of Sale to which these special conditions are attached.

“Plan” means the Plan of Subdivision referred to in the Particulars of Sale.

1.2 Interpretation

In this Contract unless the context otherwise requires:-

(a) words importing the singular include the plural and vice versa;

(b) words referring to one gender include the other;

(c) words importing persons include corporation, incorporated and unincorporated associations, government bodies, authorities and other legal entities;

(d) examples and words of inclusion are not words of limitation;

(e) words set out in the left hand column of the Particulars of Sale have the meanings set out beside them;

(f) where more than one person is described in this Contract as Purchaser all such persons assume their agreements and obligations under this Contract (and the provisions of this Contract shall bind them) jointly and severally;

(g) headings and sub-headings of any of the special conditions of this Contract have been included for the sake of ease of reference only and shall not affect the meaning or interpretation of this Contract;

(h) this Contract is governed by the laws of the State of Victoria and its courts are the exclusive forum for any dispute;

(i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it;

(j) where any time period is to be calculated from a specified date, that date must be included in the calculation;

(k) it is not necessary for the Vendor to incur any expense or make any payment before enforcing a right of indemnity;

(l) this Contract binds and enures for the benefit of successors and permitted transferees or assigns of the parties;

(m) a reference to any statute or any law includes all amendments to and re-enactments and replacements of that statute or law and all rules, regulations and other subordinate legislation made under any of the above;

(n) time shall remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser;

(p) the provisions of this Contract cannot be varied except by a subsequent document executed by the parties or their lawyers expressed to vary or be made in substitution for, this Contract.

(q) General Conditions 12, 33, 31.4, 31.5 & 31.6 shall not apply to this Contract.

2. WHOLE CONTRACT

The Purchaser acknowledges and agrees that:-

2.1 The Vendor's Agent has acted as Agent of the Vendor;

2.2 No information representations or warranty of the Vendor, the Vendor's Lawyer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;

2.3 No information representation or warranty has in fact been so relied upon, except such as are expressly included herein;

2.4 The Purchaser was given a Vendor's Statement before signing this Contract;

2.5 The Purchaser has relied solely on its own judgment in purchasing the Property and the Chattels for the Price and upon the conditions set out in this Contract;

2.6 This Contract contains the entire understanding of the parties with reference to the subject matter of this Contract and is the whole and full repository of the agreement between the Vendor and the Vendor's Agent and the Purchaser;

2.7 There are no other understandings, agreements, warranties or representations whether express or implied or extending defining or otherwise in relation to the provisions hereof or binding upon the parties hereto with respect to the matters to which this Contract relates except those (if any) expressly included in this Contract;

2.8 Without limiting the generality of the foregoing, no promise, representation or warranty has been given that the property is or will remain fit suitable or adequate for all or any of the purposes of the Purchaser;

2.9 All warranties and terms implied by law in relation to the fitness, suitability or adequacy of the Property (to the maximum extent permitted by law) shall not apply to this Contract; and

2.10 The Vendor may at its sole discretion treat as repudiation of this contract by the Purchaser and may accept that repudiation and end this Contract if any claim is made by the Purchaser that the Vendor or anyone on its behalf made any misrepresentation to the Purchaser in relation to the Property or this contract. The Deposit is to be refunded to the Purchaser if this contract is ended under this Special Condition and the Purchaser will have no further claim against the Vendor or any other person in relation to the alleged misrepresentation.

3. PURCHASER'S GENERAL ACKNOWLEDGMENTS

The Purchaser acknowledges and agrees that prior to entering into this Contract the Purchaser has satisfied itself:

3.1 By physical examination and inspection as to the state of repair and condition fitness for purpose, quality and quantity of (and any Contamination affecting) the Property and each and every part thereof and of each of the goods;

3.2 By perusal of all relevant documents as to the terms and conditions of each of the encumbrances referred to in the Particulars of Sale;

3.3 That any improvements on the Property may be subject to or require compliance with the Victorian Regulations, Municipal by-laws, relevant statutes and any regulation thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any or more of those laws shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and

3.4 Has purchased the Property as a result of the Purchaser's own inspections or inquiries and its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

4. TOWN PLANNING

The Purchaser shall not requisition, object or claim compensation in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the Property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the Land.

5. NON MERGER

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

6. DEFAULT

6.1 The Purchaser breaching this Contract shall pay upon demand all expenses incurred by the Vendor as a result of such breach notwithstanding: -

- (a) that the Purchaser may not be aware at the date of the Contract of the particular consequences which may flow from a delay in settlement; and
- (b) that such damages could not have reasonably been foreseen by the Purchaser.

6.2 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Settlement Date") the Vendor will or may suffer the following 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) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between the Vendor's solicitor and the Vendor; and
- (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

6.3 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until:-

- (a) Remedy by the Purchaser of the relevant default;
- (b) Payment by the Purchaser of all expenses incurred by the Vendor as a result of the default including, without limitation:-
 - i. Legal costs on a lawyer/client basis and disbursements incurred in drawing and giving the notice and any advice and attendances;
 - ii. All additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses; and
 - iii. Payment by the Purchaser of interest pursuant to this Contract.

7. DEFAULT INTEREST

Should the Purchaser default in payment of any of the purchase moneys due under the Contract, then interest at a rate of 8 per cent higher than the rate for the time being fixed under the **Penalty Interest Rate Act 1983** shall be paid on demand by the Purchaser to the Vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable upon demand without the necessity for any notice in writing to be served on the Purchaser. The Vendor shall not be obliged to settle unless all money due and payable is provided at settlement.

8. DOCUMENTS AT SETTLEMENT

- 8.1 The Purchaser acknowledges that at the Settlement Date the Certificate(s) of Title relating to the Property may not have issued from the Land Titles Office and may not be able to be handed to the Purchaser at settlement.
- 8.2 The Purchaser will accept at settlement in lieu of the Certificate(s) of Title relating to the Property a Transfer with an order to register directing the Land Titles Office to issue the Certificate(s) of Title to the person nominated by the Purchaser.
- 8.3 The number seven (7) shall be substituted for three (3) in General Condition 11.6 in Form 2.

9. OWNERS CORPORATION

- 9.1 The Purchaser acknowledges that the Property may be sold subject to the provisions of the **Owners Corporation Act 2006** (Vic) and in particular subject to:
 - (a) the lot entitlement and lot liability and all other information as set out in the Plan;
 - (b) the provisions of the **Owners Corporation Act 2006** ("the Act") and Regulations;
 - (c) the easements expressed or implied affecting the Land by virtue of the Act;
 - (d) the Owners Corporation Rules as amended, varied or supplemented and from time to time in force.
- 9.2 The Purchaser further acknowledges that the property may be sold subject to the amount of any special levy made on the Vendor pursuant to the Act or Owners Corporation or regulations in respect of the liabilities of the Owner's Corporation. Such levies struck before the day of sale shall be borne by the Vendor however the amount of any such levy made on the Vendor on or after the day of sale shall be borne by the Purchaser and shall not be subject to apportionment at settlement.
- 9.3 Levies imposed pursuant to the Act and regulations for recovery of general administration and maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation shall be adjusted between the Vendor and Purchaser at settlement.

10. TENANCIES

- 10.1 In this Contract and unless the context otherwise requires:-

"**Bonds**" means all moneys paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

"**Estimated Payment**" means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

"Non-recoverables" means outgoing which are not recoverable.

"Outgoings" means all outgoing in relation to the Property whether recoverable from the Tenant or not and including without limitation:-

- (a) all rates and land taxes;
- (b) all variable outgoing, apportionable outgoing or statutory outgoing;
- (c) insurance premiums.

"Recoverables" means outgoing recoverable from the Tenants under the terms of the tenancy agreement.

"Tenancies" means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

"Tenancy Arrears" means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

"Tenancy Documents" means documents held by the Vendor recording the Tenancies.

"Tenants" means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

10.2 The Purchaser acknowledges: -

- (a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquires in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies;
- (b) that even though the Property is sold Subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

10.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

10.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

10.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

10.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:-

- (a) the Tenancy Documents (which may either be originals or copies);
- (b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

10.7 Before the Settlement Date:-

- (a) the Vendor may do anything as it sees fit (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) terminate Tenancies in order to obtain moneys owed by the Tenants;
- (b) the Vendor may do all things reasonably for the proper management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

10.8 On the Settlement Date:-

- (a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- (b) Recoverables are to be dealt with as follows:-
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
 - (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
- (c) outgoing which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
- (d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees paid in relation to the Tenancies for the period after the Settlement Date.
- (e) The Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

10.9 Notwithstanding special condition 10.8(e) the Purchaser (if requested by the Vendor):-

- (a) irrevocably appoints the Vendor its Attorney to commence and continue legal proceedings after the Settlement Date in the

Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;

(b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;

(c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

11. UNREGISTERED PLAN OF SUBDIVISION

- 11.1 The Purchaser acknowledges that the land is on a Plan of Subdivision which has not been certified or registered in accordance with the *Subdivision Act 1988*.
- 11.2 The Vendor will at its own cost and expense procure the certification and registration of the Plan of Subdivision. If the Plan is not registered by the Approval Date the Purchaser or the Vendor may at any time after the Approval Date but before the Plan is registered rescind this Contract. All monies paid by the Purchaser shall be refunded in full. The Purchaser can not make any requisition, objection or claim for any compensation from the Vendor for not having the Plan of Subdivision registered within the time specified in this special condition. However the Vendor may, in its absolute discretion extend the Approval Date for a further period of twelve months. On the basis that this request is made in writing to the Purchaser's Representative prior to the original Approval Date lapsing the Purchaser may not rescind this Contract. In this instance the Purchaser shall at the request of the Vendor extend any Bank Guarantee or Deposit Bond provided at its own expense.
- 11.3 If any amendment to the Plan is made after the day of sale which restricts or limits the use of the land the Purchaser may avoid this Contract at any time before the Plan is registered unless the amendment results from any recommendation of a public authority or government department but the provisions of this Contract and Section 10 (1) of the *Sale of Land Act 1962* shall not apply in respect of the final location of any easement shown on the certified Plan.
- 11.4 If any requirement imposed in relation to registration of the Plan is in the opinion of the Vendor too onerous for the Vendor to perform or if registration of the Plan is refused other than as a result of the act or omission of the Vendor the Vendor may rescind the Contract.
- 11.5 The Vendor reserves the right to make alterations to the Plan necessary to secure its registration and subject to the provisions of Section 9 AH of the *Sale of Land Act 1962* the Purchaser shall make no objection or requisition or claim compensation in respect of any excess or deficiency whether in areas boundaries measurements occupation or otherwise on the ground that the Plan when registered does not agree in measurement or otherwise with the Plan annexed to this Contract.
- 11.6 The Purchaser shall not be entitled to make any requisition, objection or claim for compensation or rescind this Contract or determine this Contract on the grounds that the Plan as registered does not accord with the Plan in respect of the following:-
- (a) any minor variation or discrepancy between the Lot sold by this Contract as inspected by the Purchaser and the corresponding Lot as shall be shown on the Plan when registered and which is no greater than 5% variation or discrepancy in area;
 - (b) any minor variation or discrepancy between the number, size or location of any Lot on the common property as presently appearing on the Plan and shall appear on the Plan when registered and which is not greater than 5% variation or discrepancy in size or location; or
 - (c) any minor alteration made prior to the registration of the Plan to the Schedule of Lot Entitlement and Lot Liability or to either of them as presently shown on the Plan which does not materially affect the Purchaser.
- 11.7 Until the Plan of Subdivision is registered by the Registrar of Titles no Caveat may be lodged by the Purchaser in respect of the Purchaser's interest in the land.
- 11.8 If the Purchaser lodges a Caveat despite Special Condition 11.7 the Purchaser irrevocably appoints the Vendor as its Attorney to lodge a Withdrawal of Caveat at the Land Titles Office. All costs associated with preparation and lodgement of same will be borne by the Purchaser and reimbursed to the Vendor at or prior to settlement.
- 11.9 The Purchaser indemnifies the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of Special Condition 11.7.
- 11.10 The Purchaser acknowledges that all rates, taxes, assessments, and outgoings in respect of the Land shall be apportioned between the Vendor and Purchaser as from the date of the registration of the Plan of Subdivision. Land Tax shall be adjusted pursuant to Special Condition 13.
- 11.11 The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- 11.12 The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- 11.13 The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- 11.14 The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- 11.15 The Vendor does not make any warranty as to the amount of stamp duty payable on the transfer of land to the purchaser and the purchaser acknowledges that it is liable for all stamp duty payable on the transfer.
- 11.16 The Purchaser is not entitled to make any requisition, objection or claim in respect of or in any way connected with the stamp duty payable on the transfer and cannot delay or postpone settlement or retain any part of the balance of the Purchase Price

as a result of any legislative amendment or any ruling or determination made by the State Revenue Office after the Day of Sale affecting stamp duty payable on the transfer.

- 11.17 The Purchaser hereby indemnifies and saves harmless the Vendor from and against all stamp duty assessed under or in connection with this sale and the instrument of Transfer giving effect hereto.

12. ADJUSTMENTS

- 12.1 Despite any other special or general condition, the purchaser must obtain updated certificates from council, water and state revenue office once the plan of subdivision is registered & prepare the adjustments. Should the property not be separately rated, the adjustment should be on the basis that this property is 1 lot out of a total of 3 lots.

(Vendor)

AND

(Purchaser)

AND

(Guarantor)

DEED OF GUARANTEE OF CONTRACT

Orange Legal Group
Suite 6, Level 2, 902 Mt Alexander Road Essendon VIC 3040
PO Box 564 Essendon Vic 3040
Email: property@orangelegalgroup.com.au

THIS DEED dated day of 20

BETWEEN _____

of _____ (**Vendor**)

AND _____

of _____ (**Purchaser**)

AND _____

of _____ (**Guarantor**)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY))	_____
		Signature
in the presence of:		

Signature of witness		

Print name of witness		

SIGNED SEALED & DELIVERED BY))	_____
		Signature
in the presence of:		

Signature of witness		

Print name of witness		

SIGNED SEALED & DELIVERED BY))	_____
		Signature
in the presence of:		

Signature of witness		

Print name 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

Lot ____/4 Daryl Court, Hampton Park 3976

Vendor's name

Said Mehdi Hasan Aliyar

Date
/ /

**Vendor's
signature**

Vendor's name

Halime Yilmaz

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$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

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

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 documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

The required specified information is as follows:

Name of planning scheme
Name of responsible authority
Zoning of the land
Name of planning overlay

SEE ATTACHED REPORTS

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:

Not Applicable.

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:

Not Applicable.

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):

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 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*.

Not Applicable.

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.)

- ☐ Vacant Residential Land or Land with a Residence
- ☐ Attach Due Diligence Checklist (this will be attached if ticked)

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)

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

Page 1 of 1

VOLUME 09892 FOLIO 530

Security no : 124109732674H

Produced 12/10/2023 02:20 PM

LAND DESCRIPTION

Lot 403 on Plan of Subdivision 213789D.
PARENT TITLE Volume 09879 Folio 747
Created by instrument LP213789D 01/08/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
HALIME YILMAZ
SAID MEHDI HASSAN ALIYAR both of 4 DARYL COURT HAMPTON PARK VIC 3976
AQ603555F 04/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV922788G 03/08/2022
NATIONAL AUSTRALIA BANK LTD

COVENANT (as to whole or part of the land) in instrument P575550P 15/12/1989

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP213789D 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: 4 DARYL COURT HAMPTON PARK VIC 3976

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 03/08/2022

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP213789D
Number of Pages (excluding this cover sheet)	2
Document Assembled	12/10/2023 14:43

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LP 213789 D
EDITION 1
CHART 17

PLAN APPROVED

1 / 8 / 89

DEPTH LIMITATION 15.24 M.

NOTATIONS

LAND SUBJECT TO EASEMENT

(E-1) :- IN FAVOUR OF THE STATE ELECTRICITY
COMMISSION OF VICTORIA VIDE C/E E152038

(E-2):— IN FAVOUR OF THE STATE ELECTRICITY COMMISSION OF VICTORIA VIDE C/E E 50485

LAND APPROPRIATED OR SET APART

(E-3) :- DRAINAGE & SEWERAGE

ROADS WITHIN THICK LINES FOR WAY, DRAINAGE,
SEWERAGE & SUPPLY OF WATER, TELEPHONE,
ELECTRICITY & GAS.

OTHER NOTATIONS

LOTS 1 TO 374 (BOTH INCL.)

2015 110 377 (continued)
HAVE BEEN OMITTED FROM THIS PLAN

TANGENT POINTS ARE SH

REFERENCE MARKS ARE

STREET INTERSECTIONS.

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT

MARKS NOS :

IN PROCLAIMED SURVEY AREA NO. _____
THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY
THICK LINES

TITLE REF : VOL 9879 Fol 747

LAST PLAN REF : LOT A L.P. 213708F

PLAN OF SUBDIVISION

COUNTY MORNINGTON

PARISH EUMEMMERRING

CROWN ALLOTMENT 34 (PART) AND

CROWN ALLOTMENT 34 A (PART)

NUMBER OF SHEETS IN PLAN : 2

NUMBER OF THIS SHEET	:	1
SCALE		

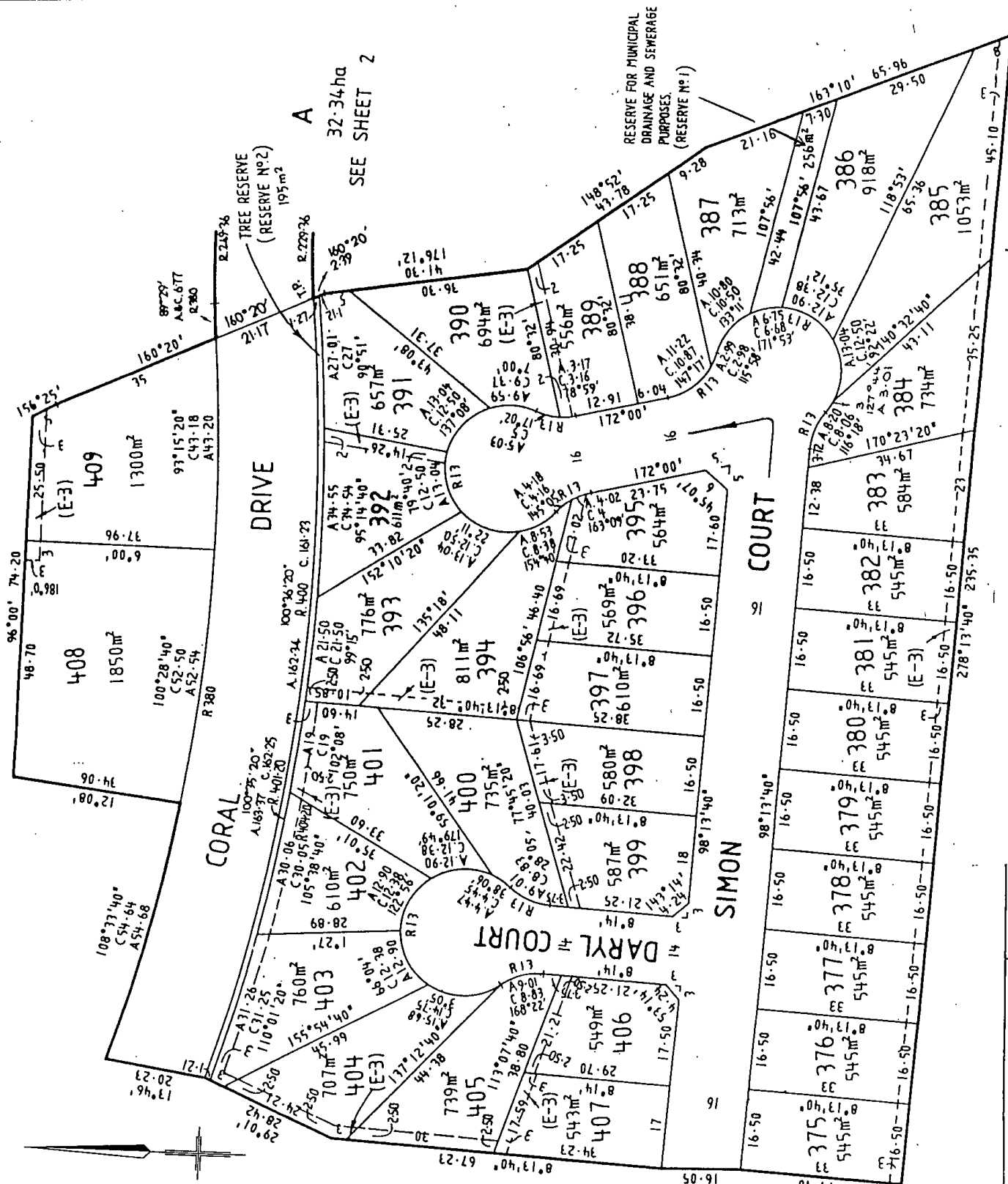
SCALE OF 100

SHIGHTS
Length

OFFICE USE ONLY

213789D

VICTORIA



SURVEYORS REF.

2525/13

brease pitt dixon pty. ltd.
23 church street, hawthorn 3122

DATE _____

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	P575550P
Number of Pages (excluding this cover sheet)	2
Document Assembled	12/10/2023 14:43

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Lodged at the Titles Office by

MACPHERSON & KELLEY
1161S

Titles Office Use Only

REGD

151289 1213 45 45 P575550P

Code _____

P575550P

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land

(Note 5)

Certificate of Title Volume 9892 Folio 530.

Consideration

(Note 6)

\$10,000.00 paid by JOHN MONGELLI to AMERA PARK PTY. LTD.

\$45,000.00 paid by MICHAEL JOHN LEPIANE and DEBBIE LEANNE BISHOP to JOHN MONGELLI.

Transferor

(Note 7)

JOHN MONGELLI, AMERA PARK PTY. LTD.

Transferee

(Note 8)

MICHAEL JOHN LEPIANE and DEBBIE LEANNE BISHOP,
both of Lot 403 Daryl Court, Hampton Park, as Joint Tenants.

CODE:	45
DUTY:	760
\$.....	Estate and Interest
STATUS:	0
TYPE:	1
VALUE:	\$.....
ASSESSOR:	Adm

ALL MY ESTATE AND INTEREST IN THE FEE SIMPLE.

(Note 9)

Directing Party

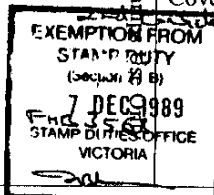
(Note 10)

- AMERA PARK PTY. LTD. JOHN MONGELLI

STAMP DUTY VICTORIA
U+02C#1 S#1 T#026384 00095140 12/12/89
R#111130 D#44 \$760.00

Creation (or Reservation) of Easement
and/or
Covenant

(Notes 11-12)



SEE ANNEXATION.

T2

Office Use Only



A memorandum of the within instrument
has been entered in the Register Book.



Approval No. T2/1

With the intent that the benefit of each Covenant shall be attached to and run at Law and in Equity with every Lot on Plan of Subdivision No. 213789D other than the Land hereby transferred and that the burden of this Covenant shall be attached to and run at Law and in Equity with the Land hereby transferred and every part thereof the said MICHAEL JOHN LEPIANE and DEBBIE LEANNE BISHOP hereby for themselves and their transferees executors administrators and assigns as a separate covenant ~~COVENANT~~ with the said AMERA PARK PROPRIETARY LIMITED and other the registered proprietor or proprietors for the time being of each Lot on Plan of Subdivision No. 213789D and every part thereof other than the Land hereby transferred that the said MICHAEL JOHN LEPIANE and DEBBIE LEANNE BISHOP and their respective heirs executors administrators and transferees shall not erect a dwelling house on the land hereby transferred or any part thereof unless the exterior walls of such dwelling house (except for usual outbuildings) are substantially of brick stone masonry or brick veneer AND IT IS REQUESTED that each covenant be set out as an encumbrance on the Certificate of Title to be issued pursuant to this Transfer.

Date 6th December, 1989.

(Note 13)

Execution and Attestation

(Note 14)

THE COMMON SEAL OF AMERA PARK PROPRIETARY LIMITED was hereunto affixed in accordance with its Articles of Association in the presence of :-

.....[Signature] Director
.....[Signature] Secretary



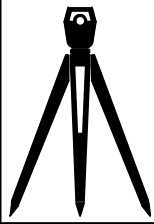
~~SIGNED by the said Transferor in the presence of :-~~

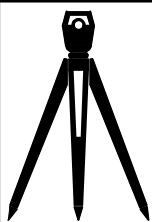
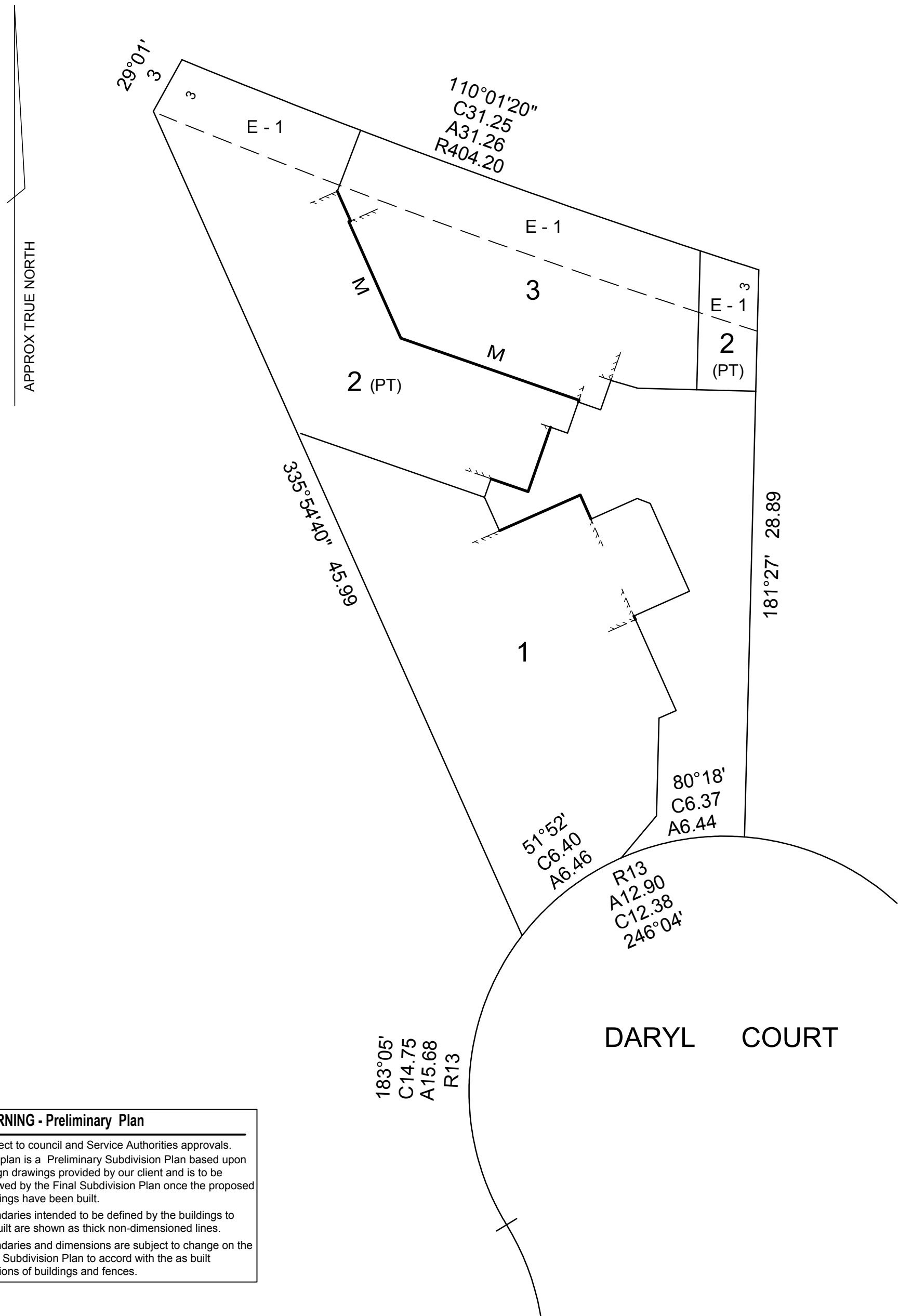
SIGNED by the said Transferees)
in the presence of :-)

SIGNED by the Directing Party in the presence of:)

x [Signature]
Witness

[Signature]
[Signature]
[Signature]
J. Mongelli

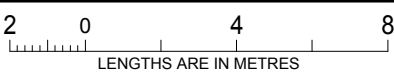
PLAN OF SUBDIVISION			EDITION 1		PS911110P	
<div>LOCATION OF LAND</div> <div>PARISH: EUMEMMERRING</div> <div>TOWNSHIP: -</div> <div>SECTION: -</div> <div>CROWN ALLOTMENT: 34 (PART)</div> <div>CROWN PORTION: -</div> <div>TITLE REFERENCE: VOL. 9892 FOL. 530</div> <div>LAST PLAN REFERENCE: LOT 403 ON LP 213789D</div> <div>POSTAL ADDRESS: 4 DARYL COURT (at time of subdivision) HAMPTON PARK, VIC 3976</div> <div>MGA CO-ORDINATES: E: 348 600 ZONE: 55 (of approx centre of land in plan) N: 5787 850 GDA 2020</div>			<div>COUNCIL NAME : CASEY CITY COUNCIL</div>			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		<div>Boundaries defined by buildings are shown by thick continuous lines.</div> <div>Location of boundaries defined by buildings:-</div> <div>Median:- Boundaries marked 'M'</div> <div>Exterior Face:- All other boundaries</div> <div><div>WARNING - Preliminary Plan</div><div>Subject to council and Service Authorities approvals. This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built. Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines. Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences.</div></div>		
Nil		Nil				
NOTATIONS						
DEPTH LIMITATION : Does not apply						
<div>SURVEY: This plan is based on survey.</div> <div>STAGING: This is not a staged subdivision. Planning Permit No.</div> <div>This survey has been connected to permanent marks No(s).</div> <div>In Proclaimed Survey Area No.</div> <div>Lots on this plan may be affected by one or more Owners Corporations. For details of any Owners Corporations including purpose, responsibility, entitlement and liability see Owners Corporation search report, Owners Corporation additional information and, if applicable, Owners Corporation rules.</div>						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Section 12(2) of the Subdivision Act 1988 Applies to the land herein						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	DRAINAGE & SEWERAGE	3	LP 213789D	LOTS ON LP 213789D		
	DRAINAGE	3	THIS PLAN	CASEY CITY COUNCIL		
	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER CORPORATION		
<div>KIRBY LAND SURVEYING</div> <div>31 Enfield Avenue, Preston VIC 3072 EMAIL: kirbyls@outlook.com</div>		SURVEYORS FILE REF: Ref. 20124 Ver. 1		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
		MATHEW KIRBY / Version No 1				



KIRBY LAND SURVEYING

31 Enfield Avenue, Preston VIC 3072
EMAIL: kirbyls@outlook.com

SCALE
1:200



ORIGINAL SHEET
SIZE: A3

Ref. 20124
Ver. 1

SHEET 2

MATHEW KIRBY / Version No 1

OWNERS CORPORATION SCHEDULE

PS911110P

1

PS91110P

Lots: ALL OF THE LOTS IN THE TABLE BELOW

1

UNLIMITED

Notations	
-----------	--

THE PURPOSE OF OWNERS CORPORATION NO. 1 IS TO MANAGE COMMON SERVICES AND COMMON PROPERTY

Totals		
	Entitlement	Liability
This schedule	30	30
Previous stages	0	0
Overall Total	30	30

Lot Entitlement and Lot Liability	
-----------------------------------	--

Lot	Entitlement	Liability
1	10	10
2	10	10
3	10	10



KIRBY LAND SURVEYING

31 Enfield Avenue, Preston VIC 3072
Tel: 0407 790 791

SURVEYORS FILE REFERENCE: 20124

SHEET 1 of 1

ORIGINAL SHEET
SIZE: A3

MATHEW KIRBY / VERSION No. 1

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 20 October 2023 04:09 PM

PROPERTY DETAILS

Address: **4 DARYL COURT HAMPTON PARK 3976**
Lot and Plan Number: **Lot 403 LP213789**
Standard Parcel Identifier (SPI): **403\LP213789**
Local Government Area (Council): **CASEY**
Council Property Number: **39071**
Planning Scheme: **Casey**
Directory Reference: **Melway 96 H11**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **NARRE WARREN SOUTH**

OTHER

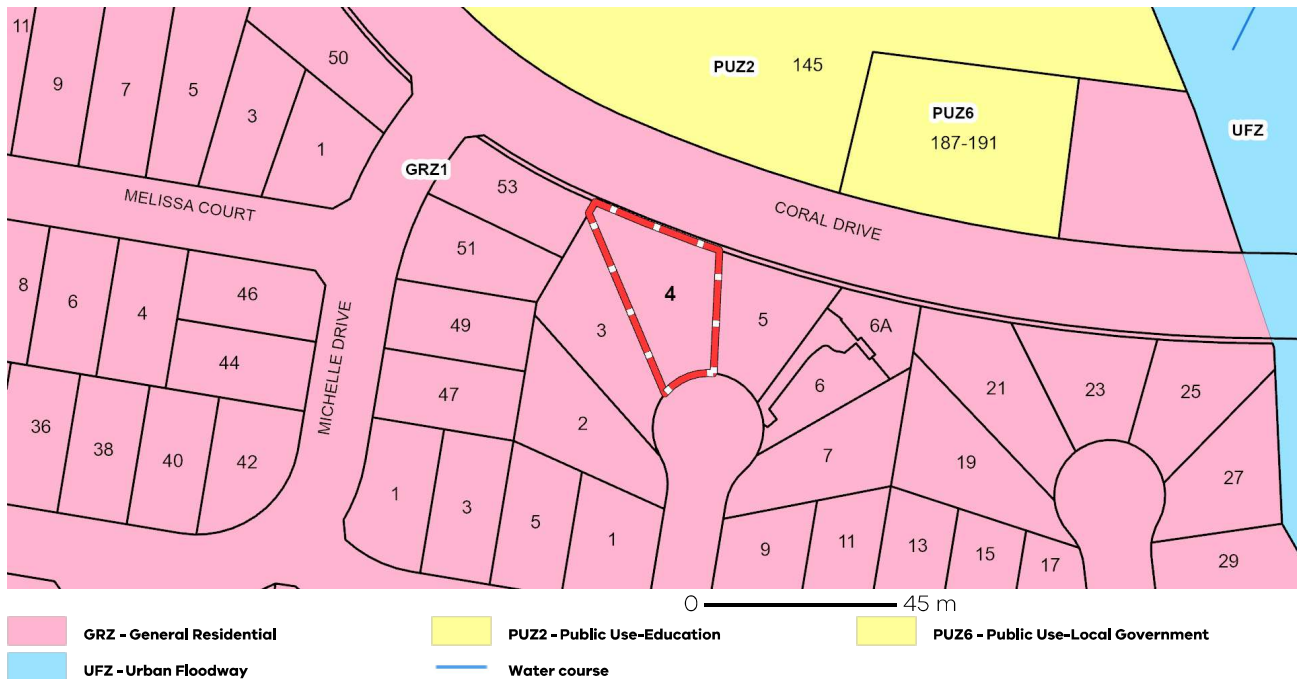
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

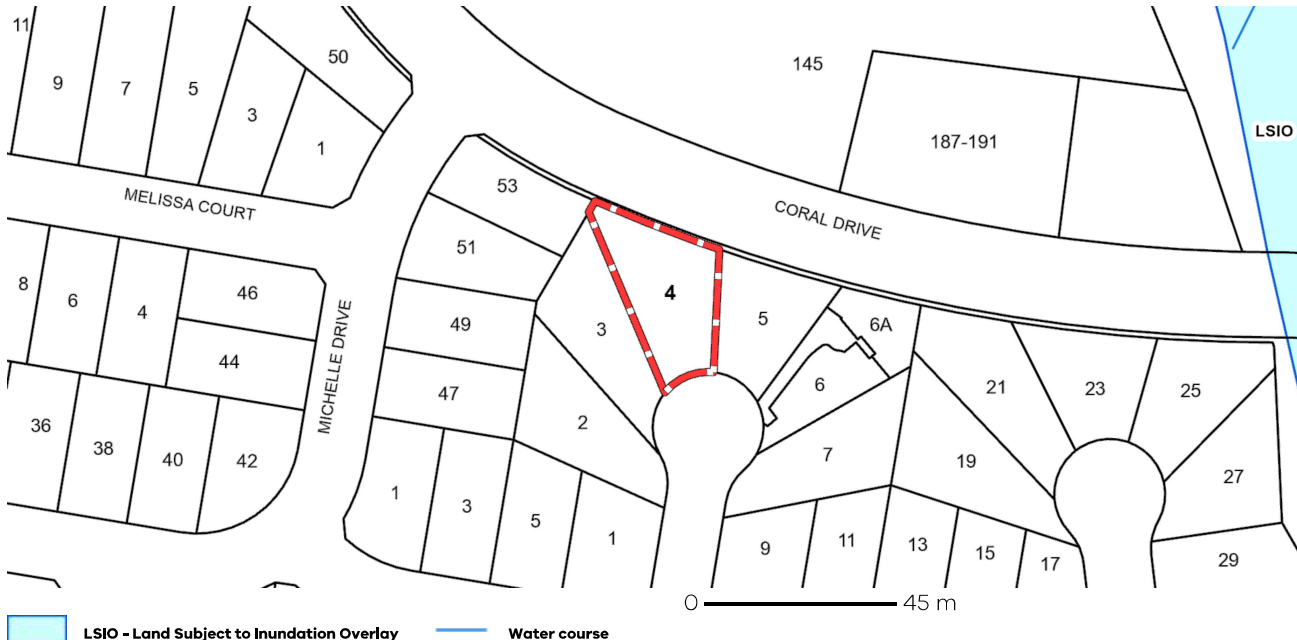
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



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

Further Planning Information

Planning scheme data last updated on 19 October 2023.

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

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

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

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

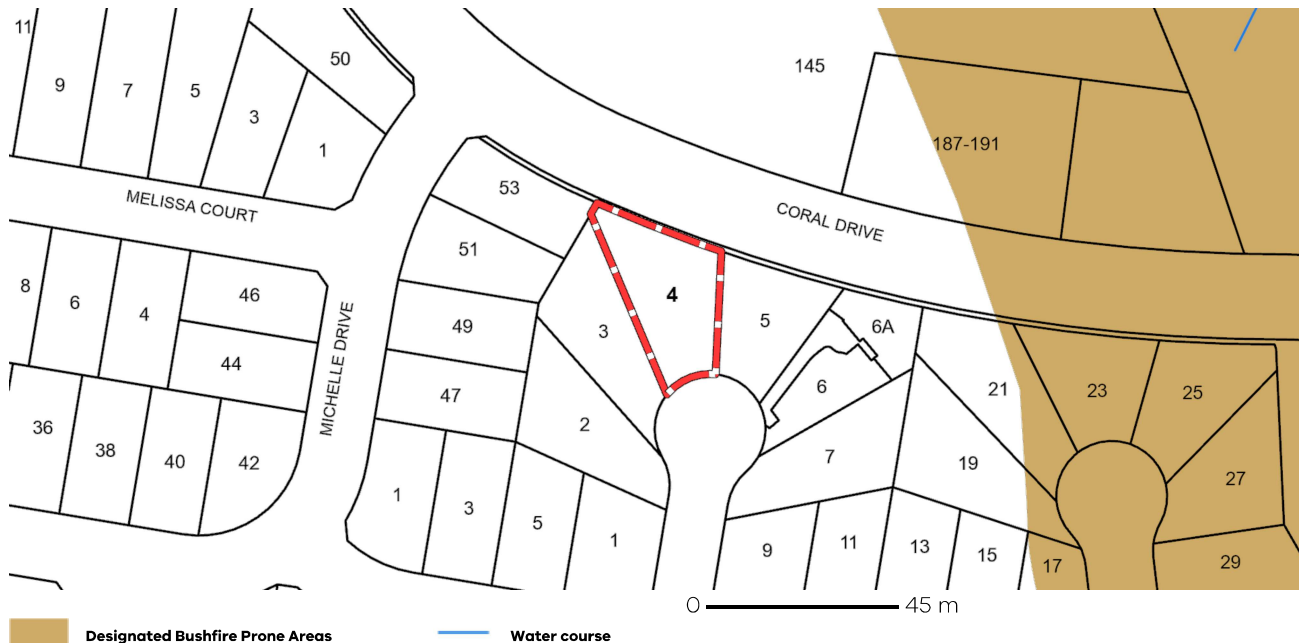
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 20 October 2023 04:09 PM

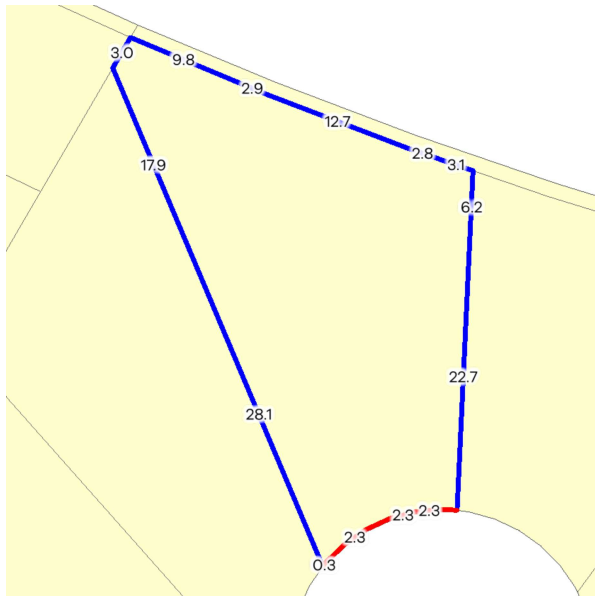
PROPERTY DETAILS

Address: **4 DARYL COURT HAMPTON PARK 3976**
Lot and Plan Number: **Lot 403 LP213789**
Standard Parcel Identifier (SPI): **403\LP213789**
Local Government Area (Council): **CASEY**
Council Property Number: **39071**
Directory Reference: **Melway 96 H11**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 760 sq. m

Perimeter: 122 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.

4 overlapping dimension labels are 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: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **NARRE WARREN SOUTH**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

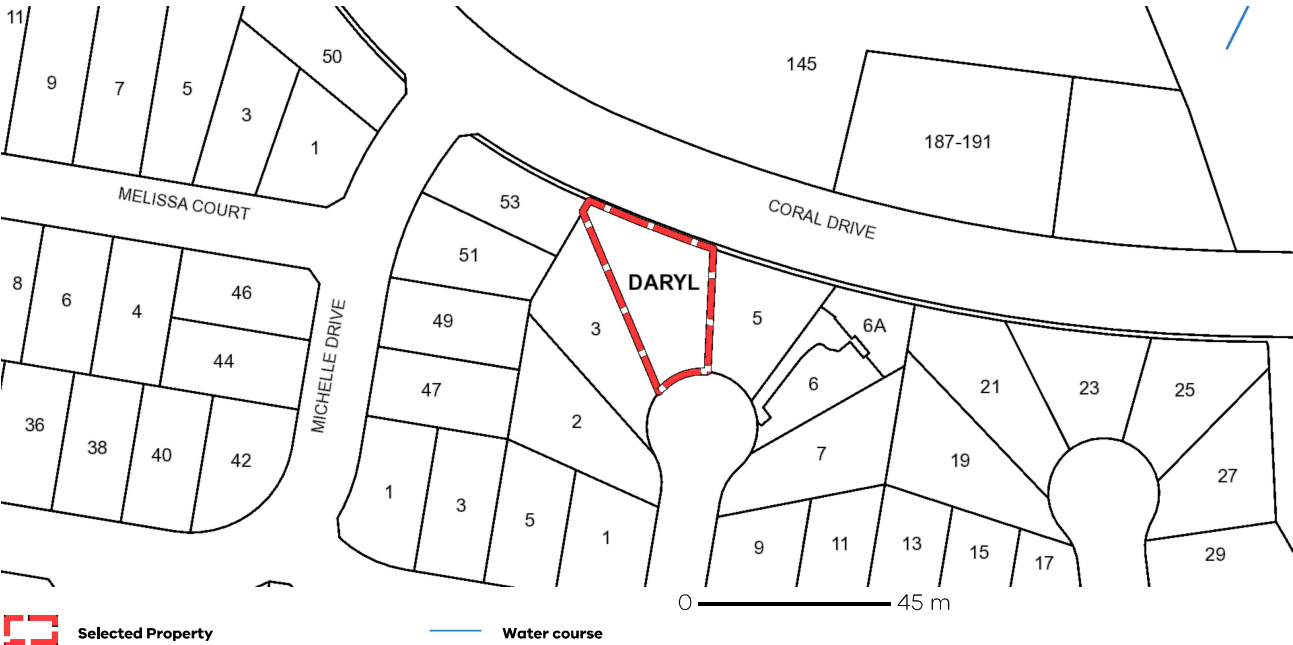
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

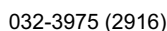
Area Map



1 JULY 2023 - 30 JUNE 2024



ABN: 43 320 295 742



PROPERTY: 4 Daryl Court HAMPTON PARK VIC 3976
Lot 403 LP 213789

(Effective from) 1 JULY 2023

**NET ANNUAL
VALUE: \$30,500**

AMOUNT:

Fire Service Levy Residential Fixed	125.00	\$125.00
Fire Service Levy Residential Variable	(.000046 x CIV)	\$28.06
Garbage With Garden Waste 120L	@ \$426.00	\$426.00
General Rate	@ \$0.0021502098 x CIV	\$1,311.63

Current rates and fire services property levy must be paid 15 February 2024 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

110 - Detached Dwelling

Council has complied with the Victorian Government's rate cap 3.5%. The cap applies to the average 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 rate cap.



To update your contact details, please notify us at www.casey.vic.gov.au/update-your-contact-details



If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

ACCOUNT REF NO.: 00390710

i All outstanding arrears must be paid immediately to avoid further interest charges (currently set at 10% PA).

To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 4: **31 May 2024**
\$472.65

Due by **15 February 2024**

Existing Direct Debit arrangements will continue from **28 September 2023**.

A Payment Schedule will be sent separately. Turn over for further information.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS



BPAY View Registration No.: 00390710

\$472.74

\$1,890.69

DATE: / /



PROPERTY ID: 39071



*71 179 390710 48



TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهي ਦਭਾਸ਼ੀਆ ගਾਇਨ ਪਰਿਚਾਰਨ

CASEY.VIC.GOV.AU

IMPORTANT INFORMATION

CAPITAL IMPROVED VALUE

Capital Improved Value is the market value of the land, including the improvements that have been made on, or to the land.

SITE VALUE

Site Value is the market value of the land, assuming that the improvements on, or to the land had not been made.

NET ANNUAL VALUE

Net Annual Value is the rental value of the land, including the improvements that have been made on, or to the land, with the exception of farms and most residential properties where the net annual Value is 5% of the Capital Improved Value.

RIGHT OF OBJECTION TO VALUATIONS

Ratepayers have a right under S16 of the *Valuation of Land Act 1960* to object to the valuation of the described property on a number of specific grounds under section 17. For Fire Service Property Levy purposes, valuations are allocated an AVPCC, which can also be objected to. Objections must be lodged on the prescribed form within 2 months of the issue of this rate and valuation notice. Please contact the Valuation Office for further information regarding the grounds for objection and the prescribed form.

USE OF COUNCIL VALUATIONS

Notice is given that Council valuations may be used by other rating authorities for the purpose of a rate or tax. The City of Casey uses Capital Improved Value as the valuation base for rating purposes. The State Revenue Office also uses Capital Improved Value as its valuation base for calculating the Fire Services Property Levy. The State Revenue Office uses Site Value as its valuation base for land tax purposes. Further Information on land tax can be found at the State Revenue Office website www.sro.vic.gov.au.

SPECIAL PAYMENT ARRANGEMENTS

If you think you may have difficulty paying your rates, please contact the Council immediately or before the payment is due, to discuss more suitable methods of payment or visit www.casey.vic.gov.au/apply-rates-payment-plan

If you are suffering financial hardship please refer to Councils' hardship policy at www.casey.vic.gov.au/policies-strategies/rate-payment-financial-hardship-policy

PENALTY FOR LATE PAYMENT OF RATES AND CHARGES

Late or non-payment of rates and charges will incur a penalty as set under Section 2 of the *Penalty Interest Rate Act 1983*. Section 172 provides that where rates and charges are payable either in a lump sum or by instalments, and a person fails to pay the first instalment or a lump sum by their respective due dates, Council may charge penalty interest from the date on which each missed instalment is due. In other words, where a lump sum is not paid by the due date, penalty interest will be calculated as if the person was paying their rates in instalments.

RIGHT OF OBJECTION TO RATES AND CHARGES

Under S184 of the *Local Government Act 1989*, aggrieved persons have a right of appeal to the County Court on the rates and charges on specific grounds. Please contact the Rates Office for further information.

SUPPLEMENTARY RATE

If an amendment is made to the valuation to include any changes to the property, an adjustment to the rates payable may be necessary for which a supplementary rate and valuation notice will be served.








PROPERTY OWNERSHIP

It is the responsibility of the property owner to notify the Council of any change in ownership.

OWNER

H Yilmaz, S M Aliyar

PAYMENT OPTIONS

<p>Contact your financial institution to pay from your cheque, savings or credit card account.</p> <p>Biller Code: 8995 Ref Number: 00390710</p> 	<p>ONLINE</p> <p>Pay online via the City of Casey website: www.casey.vic.gov.au</p> 	<p>BY MAIL</p> <p>Mail payment of amount or with deposit slip to:</p> <p>City of Casey P.O. Box 5034 Hallam, 3803</p> <ul style="list-style-type: none">Please do not pin or staple your cheque to the notice when returning the paymentAllow sufficient time for delivery to avoid any penalty for late payment. 	<p>IN PERSON</p> <p>Option 1: Pay in person at any Australia Post outlet.</p> <p>Option 2: Pay by EFTPOS, Money Order, Credit Card, or Cheques crossed "Not Negotiable" at our Customer Service Centres:</p> <p>Cranbourne Monday to Friday, 10.00 am to 2.00 pm Cranbourne Park Shopping Centre, 125 High Street, Cranbourne</p> <p>Bunjil Place Monday to Friday, 9.00 am to 4.00 pm 2 Patrick Northeast Drive, Narre Warren</p> 
<p>DIRECT DEBIT</p> <p>Please contact the City of Casey on 9705 5200 or visit www.casey.vic.gov.au for a Payment Schedule application.</p> <p>Applications close 10 September each year.</p> 	<p>CREDIT CARD OVER PHONE</p> <p>Please phone 1300 665 200 to make your payment by credit card (MasterCard or Visa).</p> <p>24 hour service available from most touch-tone phones.</p> <p>Reference Number: 00390710</p> 	 <p>Billpay code: 9179 Ref Number: 390710 48</p> <ul style="list-style-type: none">Pay in person at any Post OfficeOnline at postbillpay.com.auCall 13 18 16 for credit card payments (MasterCard or Visa).	

DIFFERENTIAL RATES

Council does not apply a differential rating system.

RATE REBATES/CONCESSIONS

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges. Please note that the appropriate pension card must be provided when submitting your application for a rate rebate at the Council offices.

A Council concession may also be available to holders of an appropriate TPI or War Widow Gold Card. Enquiries can be made at any of Council's Customer Service Centres.

PAYMENT OF RATES AND CHARGES

Payments of any rates and charges will be allocated as follows:

- Legal costs owing, if any.
- Interest owing, if any.
- Arrears owing, if any, current rates, charges and fire services property levies owing. Penalty interest on any arrears of rates, charges and fire service property levies will continue to accrue until full payment of the outstanding amount.

FIRE SERVICES PROPERTY LEVY (FSPL)

Council has been appointed as the agency to collect the Fire Services Property Levy on all land within the City of Casey, unless specifically exempted, to fund the Country Fire Authority. If the leviable land is rateable, the owner may apply for a waiver, deferral or concession in respect of the levy amount, in accordance with section 27 of the FSPL Act. If the leviable land is classified residential for land use classification purposes, but is not rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 28 of the FSPL Act.

DIRECT DEBIT PAYMENT BY NINE INSTALMENTS

Rates, Charges and Fire Services Property Levies may be paid by nine monthly instalments, only if you choose the Direct Debit method of payment. Contact Council on **03 9705 5200** or visit our website www.casey.vic.gov.au for an application form. Applications must be received by 10 September each year. The first payment will be deducted on 28 September and subsequent payments on the 28th of each month (or the next business day) until May 2024. Instalment reminder notices will not be forwarded and it remains your responsibility to ensure sufficient funds are available in your nominated account.

DISPOSAL OF PROPERTY FOR OVERDUE RATES AND CHARGES

Under Section 181 of the *Local Government Act 1989*, the Council has the power to dispose of property where:

- There are rates and charges (including enforcement costs and interest) which are more than three years overdue; and
- There is no current arrangement for the payment of the overdue rates and charges; and
- There is a Court order requiring the part payment of the overdue rates and charges.

PRIVACY STATEMENT

The City of Casey is committed to the protection of your privacy. Your personal information will be handled in accordance with the *Privacy and Data Protection Act 2014*. The personal information requested is being collected for the purpose of being able to contact you via SMS, phone, email or mail, about services you receive from Council, including rates reminders. You can access your personal information by contacting council's Privacy Officer on **03 9705 5200**. For further information about how Council protects your privacy, Council's Privacy Policy is available from all council offices and on our website www.casey.vic.gov.au/privacy.

DECLARATION OF RATES

In accordance with Section 158 of the *Local Government Act 1989*, Council declared the rates and charges for 12 months ending 30 June 2024. In accordance with Parts 2 and 3 of the *Fire Services Property Levy Act 2012*, Council is required to collect levy amounts on behalf of the State Government as a collection agency. These rates and charges and levy, if unpaid, remain as a first charge on the land, along with any costs awarded to Council in relation to them.

YOUR RATES AND VALUATIONS EXPLAINED

Your rates play a key role in supporting Council to deliver projects and services to our large and growing community. This includes much-needed infrastructure such as local roads, footpaths, playgrounds and sporting fields as well as important services including waste management, and child, youth and family programs.



GENERAL RATES

The average rates increase this year is 3.5%, in line with the State Government's rate cap. An explanation on how your rates are calculated is included below.



WASTE CHARGES

The waste charge pays for kerbside waste collections and the State Government landfill levy. This year's standard waste charge will increase by 4%, reflective of global conditions and industry challenges.



FIRE SERVICES LEVY (Set by State Govt)

All Fire Services Property Levy money collected by Council is passed onto the State Government to fund fire agencies. This charge, which has increased this year, is set by the State Government and is not subject to the rates cap.



YOUR RATES BILL

Your bill may be more or less than you expected because the 3.5% rate cap applies to the average general rate paid by all properties, and not all charges (turn over to see FAQs for more details).

How your general rates are calculated



Council determines rates needed within the rate cap.



We then divide that by the combined value of all rateable properties across Casey.



This gives us the 'rate in the dollar'.



To determine your rates, multiply the 'rate in the dollar' by the Capital Improved Value of your property.



That gives you your general rates for the year.

Assistance making rates payments

If you are unable to make payments by the due dates, please contact us as soon as possible or visit our website for more information.

Pensioner Concession Rebate

The State Government's Pensioner Concession Rebate remains unchanged in the 2023/24 financial year.

FREQUENTLY ASKED QUESTIONS

Q What is the rate increase in percentage terms?

In 2023/24, the average annual general rates increase will be 3.5%, in line with the State Government's rate cap.

Q Does that mean my rates will increase by exactly 3.5% from last year?

No, rate increases are also based on the outcome of property valuations, which are conducted annually by the Valuer-General of Victoria.

The Capital Improved Value of each property across Casey will change for a range of factors. These changes affect the relative share of rates that apply to each property. Valuations do not affect the total amount of rate revenue collected by Council, but rather determines the proportion of rates you need to pay relative to other property owners across Casey.

For the majority of properties in Casey, the 2023/24 rates notice represents an increase of up to 3.5% in general rates (excluding waste charges and the Fire Services Property Levy). There will be some properties that experience an increase in general rates above 3.5% as their Capital Improved Values represent a higher proportion of the total property valuation base.

Q Who determines the value of my property?

Property valuations are undertaken annually and the Valuer-General of Victoria is responsible for all valuations.

More information about property valuations is available at the Valuer-General of Victoria website at

www.propertyandlandtitles.vic.gov.au/valuation/council-valuations

Q How is the Capital Improved Value of my property assessed?

The Capital Improved Value is assessed by the Valuer-General and is based on:

- the quality and position of the land
- the size, age and condition of the building
- recent sales in the area
- location
- the property's highest and best use.

Q The value of my property has decreased, can you explain why my rates have gone up?

This year, Council is increasing the amount of rates money it collects across the municipality by 3.5% so we can continue to keep up with the growing demand for infrastructure and services.

The value of your property influences the share of the rate revenue pie that you pay. The graphic below shows who might pay a smaller or larger proportion depending on the outcome of your valuation.

Total general rates collected by Council from across Casey.



Example A:

If the value of your property decreased or increased by a lesser percentage than others in Casey, you pay a smaller percentage of the total rates collected by Council.



Example B:

If the value of your property increased by a greater percentage than others in the municipality, you pay a larger percentage of the total rates collected by Council.

Council does not get more money if your property valuation increases.

For more information, please visit our website:
www.casey.vic.gov.au/rates

Apply for a rates payment plan

If you find yourself in financial difficulty and don't believe you can meet your future rates payment, you can apply to enter a payment plan or for an extension of time to pay.

Please refer to our website for details:
www.casey.vic.gov.au/apply-rates-payment-plan



SIGN UP TO OUR MONTHLY DIGITAL NEWSLETTER

Subscribe and get all the latest on local events, sport, entertainment and Council-run programs and services straight to your inbox.

To subscribe, please visit our website and search for **Casey Catch Up**.

Contact the City of Casey:

Web: casey.vic.gov.au
Email: caseycc@casey.vic.gov.au
Phone: 03 9705 5200
Post: PO Box 1000, Narre Warren VIC 3805
NRS: 133 677 (for the deaf, hearing or speech impaired)

Customer Service Centres:

Narre Warren: Bunjil Place, Patrick Northeast Drive
Cranbourne: Cranbourne Park Shopping Centre
ABN: 43 320 295 742



TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهي ਦੁਆਰੀਆ ਕਾਸ਼ਮੀਰੀ

CASEY.VIC.GOV.AU

Orange Legal Group Pty Ltd C/-
InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 403 4 DARYL COURT HAMPTON
PARK 3976
403 LP 213789

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53G//13459/5	LANDATA CER 70544158-026-4	12 OCTOBER 2023	45158635

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2023 to 31/12/2023	\$21.21
Melbourne Water Corporation Total Service Charges	01/10/2023 to 31/12/2023	\$29.54

(b) By South East Water

Water Service Charge	01/10/2023 to 31/12/2023	\$21.48
Sewerage Service Charge	01/10/2023 to 31/12/2023	\$94.37
Subtotal Service Charges		<u>\$166.60</u>
TOTAL UNPAID BALANCE		\$166.60

- The meter at the property was last read on 18/08/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.37 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

Consent has previously been given 822346 for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

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

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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

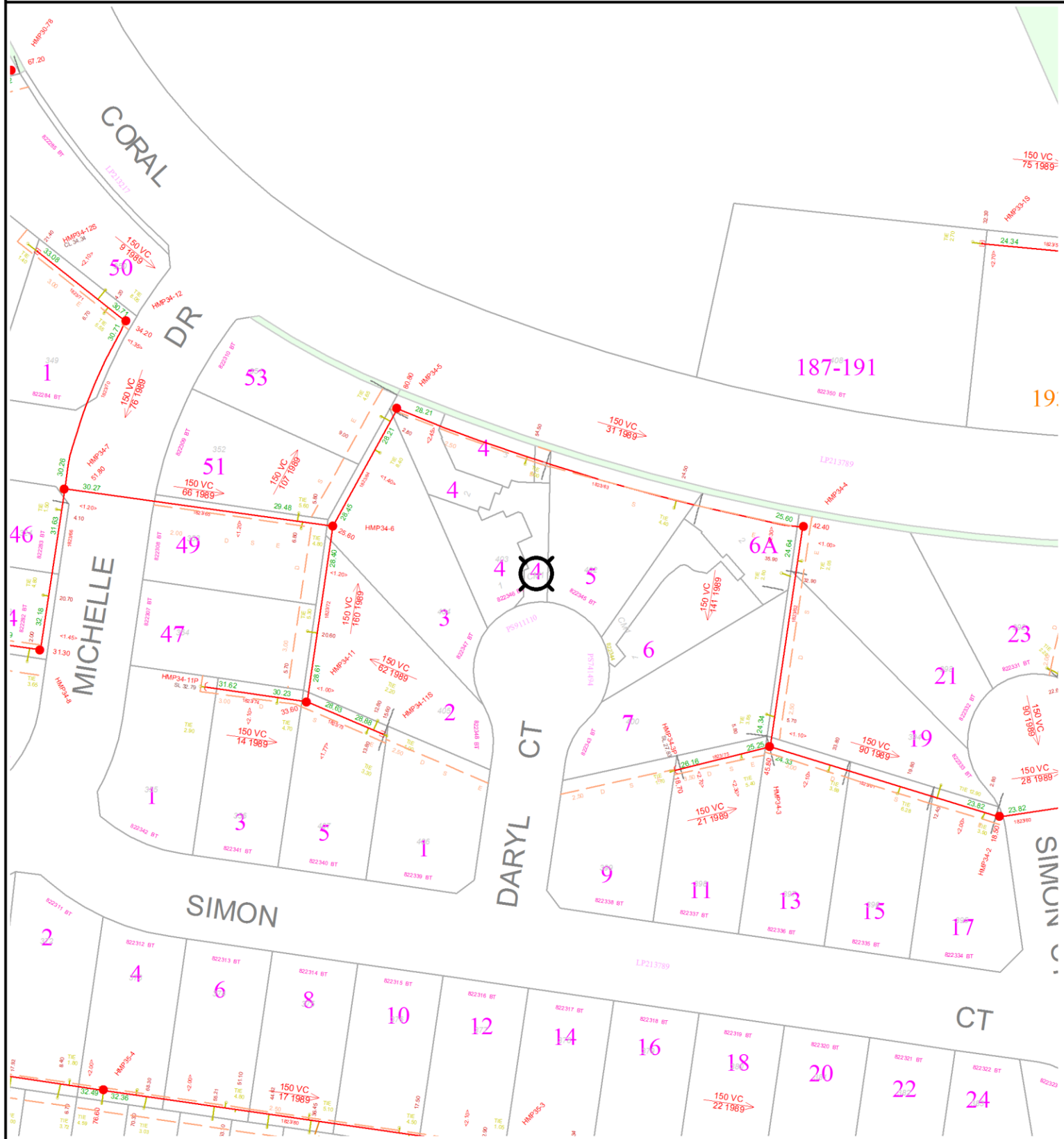
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:










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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE







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



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

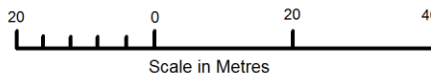
Melbourne Water Assets

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

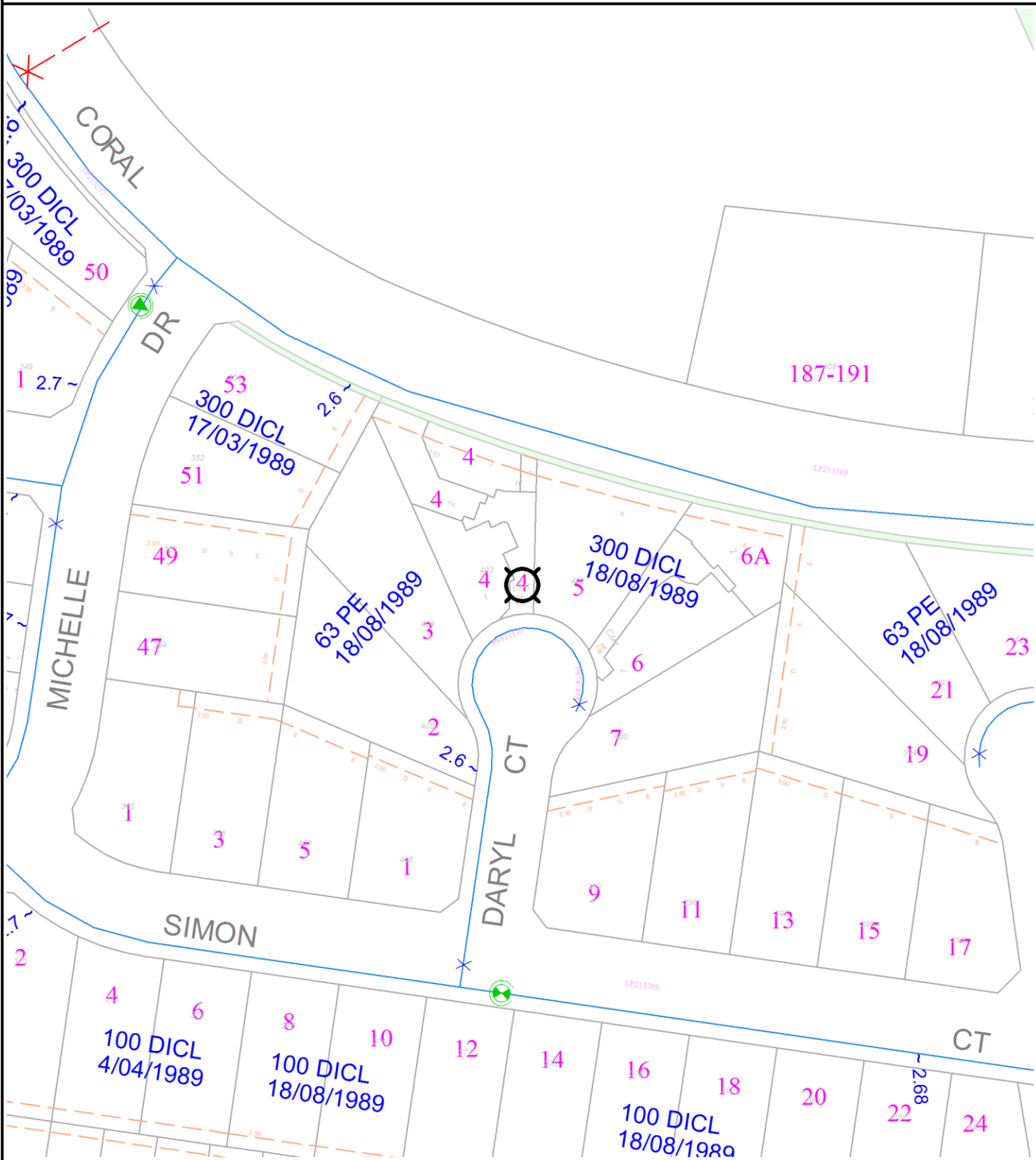


Property: Lot 403 4 DARYL COURT HAMPTON PARK 3976

Case Number: 45158635



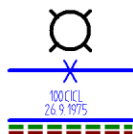
Date: 12OCTOBER2023



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

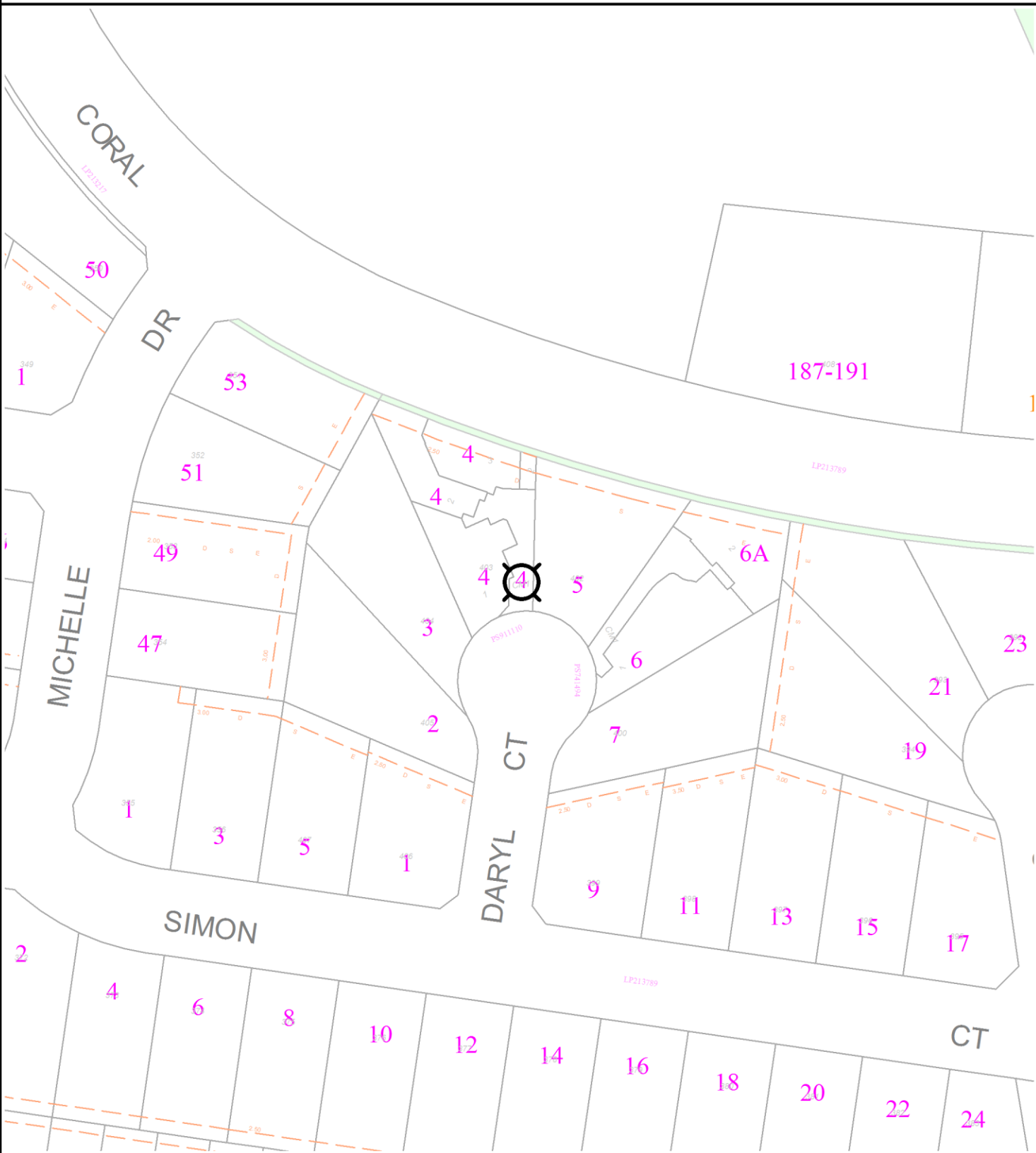
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



100 CCL
26.9.1975

Subject Property

Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

15 JUNE 2022

Mr Said Aliyar
E-mail: mehdi.aliyar@gmail.com

Dear Customer,

APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

Property Address: 4 Daryl Court Hampton Park

Development Type: Residential

Structure Type: Residence (Unit 2 and 3), Shed <10m2 (Steel) Unit 3, Driveway

Our Reference: Case: 41524457

PSP: 822346

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. This permit is valid for the plan submitted for assessment as referenced above.

Should there be any amendments to the approved plan, this consent may be withdrawn or additional conditions imposed.

The location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits.

All works must be in accordance with the requirements of South East Water's Customer Buildover Guide which may be obtained at www.southeastwater.com.au, and is enforceable under Sections 145 and 148 of the Water Act 1989. Please note, works must also comply with the Occupational Health and Safety Regulations 2017 (OHS Regulations 2017).

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely



Paul Galvin
MANAGER PROPERTY DEVELOPMENT

TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

PROPERTY ADDRESS 4 Daryl Court Hampton Park

APPROVAL DATE 15 June 2022

Our Reference: 41524457

PSP: 822346

The owner shall make themselves aware of the terms and conditions of this consent.

These standard conditions form part of the approval for the construction of the approved building or structure over South East Waters asset and / or easements or within 1.0m of South East Waters assets and shall be read in conjunction with the Special Conditions as detailed below:

- **Where driveways / paving is proposed to be constructed over easements for water supply / sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset affected.**

Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, where required to ensure that no additional load will be placed on the sewer by the structure/works. The exact location of assets should be confirmed out on site prior to the commencement of any work/construction to ensure minimum clearances are met.

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.

The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land.

It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Act 1989.

This consent does not constitute a building permit or a planning permit, as may be required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 158 of the Water Act 1989.

ALL SETBACKS ARE TAKEN TO
TITLE BOUNDARIES

REFER TO ENDORSED TOWN
PLANNING DOCUMENTATION FOR
LANDSCAPING AND PAVING
DETAILS.

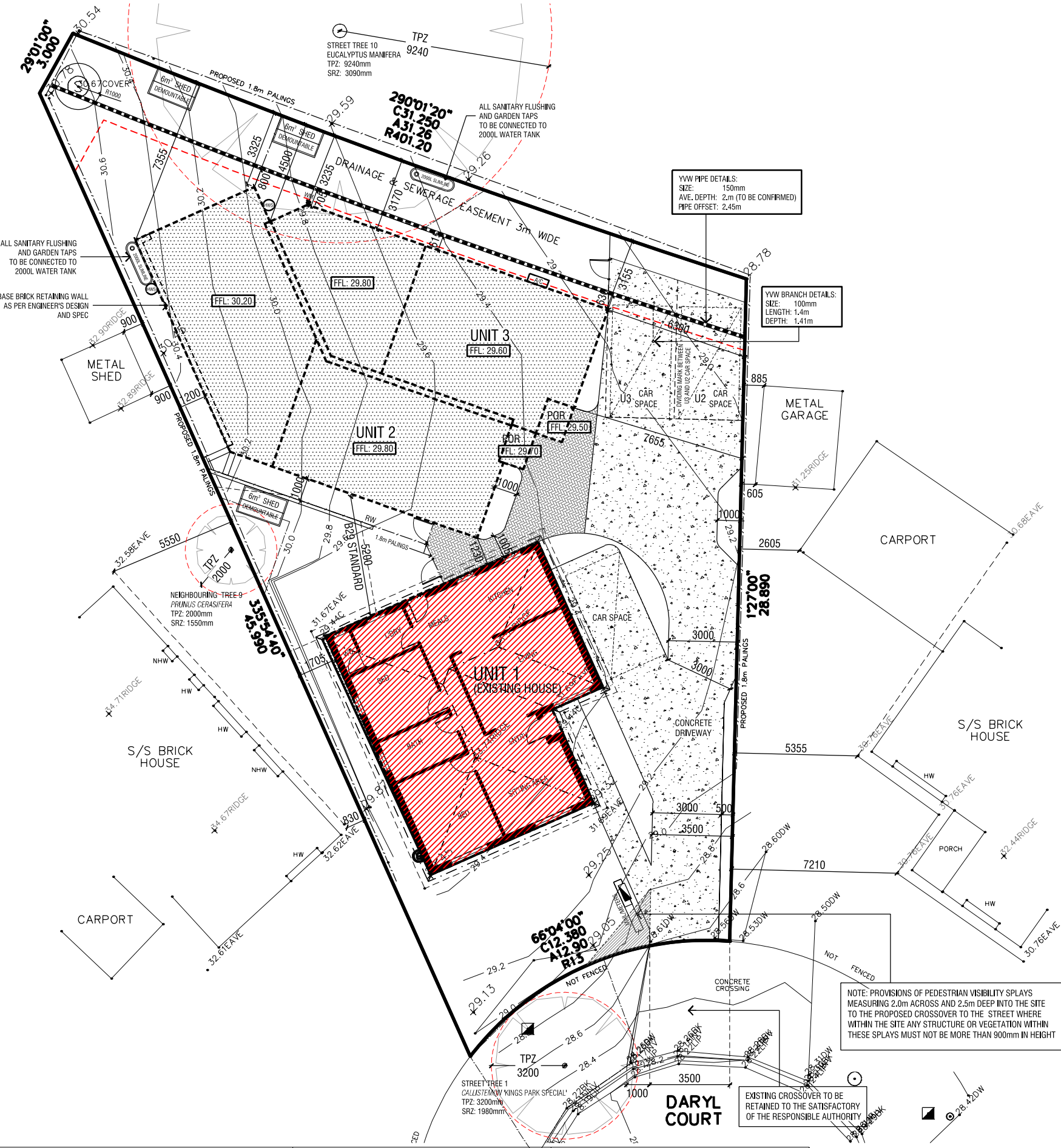
SOUTH EAST WATER CORPORATION
APPROVED

Case Number: 41524457

PSP: 822346

Signed: *SK* Date: 15/06/2022

Total Approved Pages [3]



LEGEND

- TIMBER STUD FRAMING
- BRICK-VENEER WALL
- AJ. ARTICULATION JOINTS
- CR. COLORBOND ROOFING AT 22.5° PITCH
- BG 300w x 150d Min. BOX GUTTER

- RH RAINWATER HEAD
- DP DOWN PIPE
- DP SUMP DOWN PIPE SUMP
- EXHAUST FAN TO EXTERNAL AIR 10m³/Hr
- SMOKE ALARM

- TILE. SELECTED TILE FLOORING
- FB. SELECTED TIMBER FLOORING
- CP. SELECTED CARPET
- HWS HOT WATER SERVICE
- LOH LIFT OFF HINGES



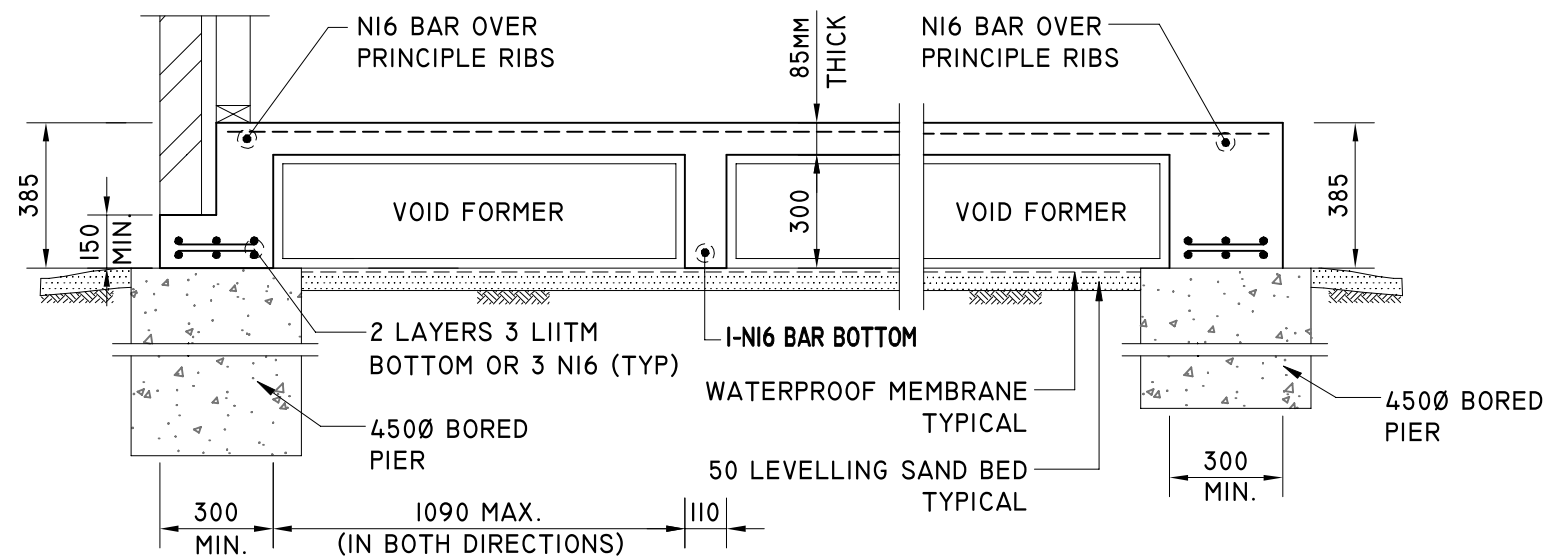
PLANNING & DESIGN P/L
31 Enfield Ave Preston 3072 T:9018 1529
E: admin@planninganddesign.com.au

DO NOT SCALE THIS DRAWING.
FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE. BUILDERS & CONTRACTORS
TO VERIFY ALL DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF WORKS.
THESE PLANS REMAIN THE PROPERTY OF PLANNING AND DESIGN
AND ARE SUBJECT TO COPYRIGHT REGULATIONS

Revisions		
REV-A	12.11.21	ISSUE FOR TENDER - NOT FOR CONSTRUCTION
REV-B	27.04.22	ISSUE FOR CONSTRUCTION

PLANNING &
DESIGN

DATE	SCALE	DRAWN BY	CHECKED BY	PROJECT No.
NOV 2021	1:200@A3	D.K.	C.M.	20124
SETOUT PLAN				
UNIT DEVELOPMENT 4 DARYL CRT HAMPTON PARK				A02 REV-B



TYPICAL WAFFLE SLAB CROSS SECTION

GENERAL WAFFLE PARAMETERS

BOX HEIGHT	- 300MM
SLAB THICKNESS	- 85MM
INTERNAL RIB WIDTH	- 110MM
EXTERNAL RIB WIDTH	- 300MM
STEM WIDTH	- 150MM
OVERALL DEPTH	- 385MM
RIB SPACING	- 1200MAX. CTU

REINFORCEMENT

SLAB MESH	- SL92
INTERNAL RIB	- 1-N16 BAR BOTTOM
EXTERNAL RIB	- 2 LAYERS OF 3-LIITM BOTTOM OR 3-N16

NOTE: - IF THE RIBS ARE WIDENED, ADDITIONAL REINFORCEMENT WILL BE REQUIRED. REFER TO TABLE.

LEGEND

- DENOTES STARTING POINT FOR LAYING OF VOID FORMERS.
- DENOTES 3 LIITM (OR 3-N12 BARS) 2000MM LONG TIED TO UNDERSIDE OF SLAB MESH. BARS MAY BE DELETED WHERE SLAB MESH LAPS AT INTERNAL CORNERS.
- SHADED AREA DENOTES AREA WHERE VOID FORMERS ARE SET DOWN. REFER TO DETAILS ON SHEET 4.

ADDITIONAL REINFORCEMENT REQUIREMENT

ADDITIONAL REINFORCEMENT FOR WIDENED RIBS		
INCREASE IN STEM WIDTH	ADDITIONAL TOP STEEL	ADDITIONAL BOT. STEEL
100MM	1-N12	2-N12
200MM	2-N12	3-N12
300MM	3-N12	4-N12

GENERAL WAFFLE NOTES

SURFACE FILL, ROOTS & VEGETATION ARE TO BE REMOVED OFF THE BUILDING PLATFORM.

SITE IS TO BE CUT AND/OR FILLED TO FORM A LEVEL BENCH TO WITHIN APPROX. 50MM. UP TO 300MM OF APPROVED COMPACTED FILL MAY BE USED (REFER AS2870-2011). IF ADDITIONAL FILL IS REQUIRED CONTACT THIS OFFICE PRIOR TO FURTHER CONSTRUCTION. MINIMUM ALLOWABLE SOIL BEARING PRESSURE REQUIRED IS 50KPA.

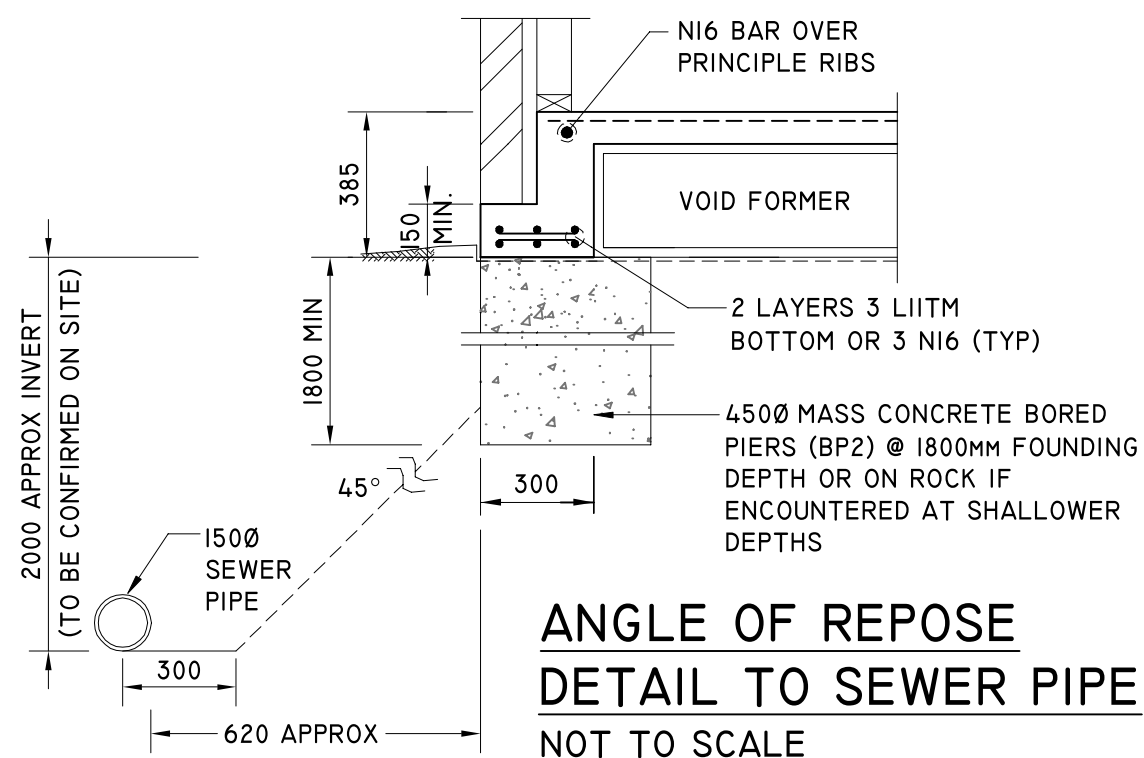
PLACE SUITABLE QUARRY PRODUCTS (WELL GRADED QUARRY SANDS OR RUBBLE HAVING A PARTICLE SIZE OF 4MM MAXIMUM) UP TO 50MM IN DEPTH TO OBTAIN A LEVEL PLATFORM TO WITH IN +/- 5MM. IF THE BUILDING PLATFORM IS LEVEL AFTER THE ABOVE MENTIONED SITE WORKS (POINT 2) QUARRY MATERIAL MAY NOT BE REQUIRED AND ONLY USED IN LOW AREAS. IT IS RECOMMENDED THAT THIS MATERIAL EXTENDS 1.0m PAST THE BUILDING LINE.

WAFFLE PODS SHOULD NOT BE LEFT UNPROTECTED FOR MORE THAN THREE DAYS OF CONTINUAL WET WEATHER.

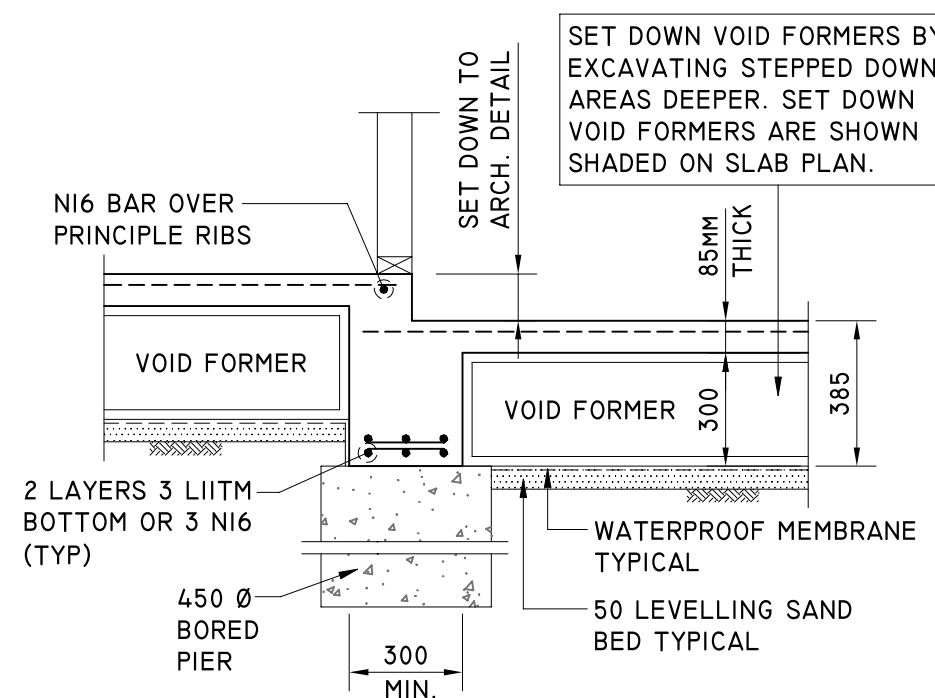
A MINIMUM RIB WIDTH OF 110MM MUST BE MAINTAINED WHERE PLUMBING RISERS CLASH WITH RIBS. THIS MAY BE ACHIEVED BY CUTTING END OFF BOXES AND LAPPING REINFORCEMENT.

CONCRETE STRENGTH TO BE $f'c=25\text{MPa}$ AND IS TO BE WELL VIBRATED. POUR RIBS AS PART OF SLAB.

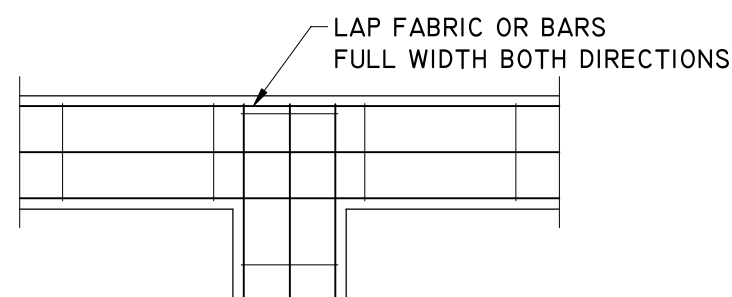
THIS DETAIL SHEET SHALL BE READ IN CONDUCTION WITH THE FOOTING PLAN, ARCHITECTURAL DRAWINGS, SOIL REPORT AND AS2870-2011.



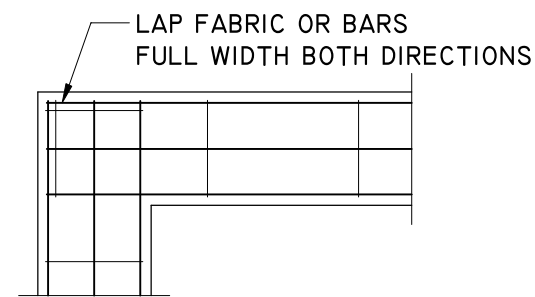
**ANGLE OF REPOSE
DETAIL TO SEWER PIPE
NOT TO SCALE**



TYPICAL WAFFLE SLAB STEP DOWN



TYPICAL FOOTING INTERSECTION DETAIL



TYPICAL FOOTING CORNER DETAIL

THIS DRAWINGS AND THE DESIGN SHOWN HEREON IS THE PROPERTY OF THIS COMPANY AND SHALL NOT BE COPIED NOR REPRODUCED IN PART OR IN WHOLE IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF THIS COMPANY AND SHALL BE USED ONLY BY THE CLIENT OF THIS COMPANY FOR THE PROJECT FOR WHICH IT WAS PROVIDED.				31 Enfield Ave, Preston 3072 M: 0431 551 389 E: son.tran@bkconsultant.com.au		DRAWING FOOTING DETAILS 1		DESIGNED BY ST	CLIENT PLANNING AND DESIGN P/L	SCALE 1:20	
00	DEC 21	ISSUED FOR CONSTRUCTION	ST					DRAWN BY PC	PROJECT PROPOSED UNIT DEVELOPMENT AT 4 DARYL COURT, HAMPTON PARK	JOB No. BK11764	
No.	DATE	REVISION	BY					CHECKED BY ST		DRAWING No.	REV.
								DATE DECEMBER 2021		S4	00

Property Clearance Certificate

Land Tax



INFOTRACK / ORANGE LEGAL GROUP PTY LTD

Your Reference:	2274/23:KA
Certificate No:	67235723
Issue Date:	12 OCT 2023
Enquiries:	ESYSPROD

Land Address:	4 DARYL COURT HAMPTON PARK VIC 3976
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
21782245	403	213789	9892	530	\$0.00

Vendor: SAID MEHDI HASA ALIYAR & HALIME YILMAZ
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR SAID MEHDI ALIYAR	2023	\$475,000	\$0.00	\$0.00	\$0.00

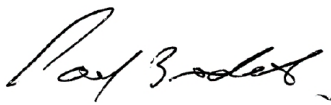
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$620,000
SITE VALUE:	\$475,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 67235723

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$725.00

Taxable Value = \$475,000

Calculated as \$375 plus (\$475,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67235723

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67235723

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ORANGE LEGAL GROUP PTY LTD

Your Reference:	2274/23:KA
Certificate No:	67235723
Issue Date:	12 OCT 2023

Land Address: 4 DARYL COURT HAMPTON PARK VIC 3976

Lot	Plan	Volume	Folio
403	213789	9892	530

Vendor: SAID MEHDI HASA ALIYAR & HALIME YILMAZ

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 67235723

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67235721

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67235721

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation No 1

Address: 4 Daryl Court, Hampton Park 3976

This certificate is issued for	Lot 1, 2 & 3 on Plan of Subdivision No: 911110P
Postal address is	4 Daryl Court Hampton Park 3976
Applicant for the certificate is	ORANGE LEGAL GROUP
Address for delivery of certificate is:	Suite 6, Level 2, 902 Mt Alexander Road Essendon 3040
Date that the application was received:	19 October 2023

IMPORTANT:

The information in this certificate is issued on: **19 October 2023**

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 annual fees per lot, per annum are: \$615 (this includes building insurance and public liability insurance)
2.	The date which the fees for the lot have been paid up to is – 12 October 2024.
3.	The total of any unpaid fees or charges for the lot are – 0.00.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - None.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: None.
6.	The owners corporation has the following insurance cover: <ul style="list-style-type: none">the name of the company: See attached certificate of currencypolicy number:type of policy:buildings covered:building amount: \$public liability amount \$renewal date
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 -

	No. There is joint insurance for 12/10/23-12/10/24 for building insurance & public liability insurance.										
8.	<p>The total funds held by the owners corporation -</p> <p>The total funds should report the best available statement of financial position of the owners corporation.</p> <p>The statement of financial position at the end of the last financial year of the owners corporation on (insert date)</p> <p>0.00 was:</p> <table border="1"> <tr> <td>Assets:</td><td>\$0..00</td></tr> <tr> <td>Maintenance fund (if prescribed owners corporation):</td><td></td></tr> <tr> <td>Liabilities:</td><td>\$0.00</td></tr> <tr> <td>Maintenance plan (if prescribed owners corporation):</td><td></td></tr> <tr> <td>Total funds =</td><td>\$0.00</td></tr> </table>	Assets:	\$0..00	Maintenance fund (if prescribed owners corporation):		Liabilities:	\$0.00	Maintenance plan (if prescribed owners corporation):		Total funds =	\$0.00
Assets:	\$0..00										
Maintenance fund (if prescribed owners corporation):											
Liabilities:	\$0.00										
Maintenance plan (if prescribed owners corporation):											
Total funds =	\$0.00										
9.	<p>Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:</p> <p>No.</p>										
10.	<p>Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details -</p> <p>No</p>										
11.	<p>Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details -</p> <p>No</p>										
12.	<p>Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details -</p> <p>No.</p>										
13.	<p>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, provide details -</p> <p>No.</p>										
14.	<p>Has the owners corporation appointed or resolved to appoint a manager? If so, provide details -</p> <p>No- managed by owners.</p>										
15.	<p>Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?</p> <p>No.</p>										
16.	<p>A copy of the minutes of the most recent annual general meeting of the owners corporation. N/a- no AGM ever held.</p>										

17.	<p>Documents required to be attached to the owners corporation certificate are:</p> <ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18.	<p>NOTE:</p> <p>More information can be obtained by an inspection of the owners corporation register.</p> <p>Please make your request to inspect the owners corporation register in writing to:</p> <p>N/a – no such register exists.</p>

DATED the 19 day of 10 2023.

This owners corporation certificate was prepared by: Orange Legal Group

Postal address	<p>PO Box 411</p> <p>Essendon North Vic 3041</p>
(signature)	<i>Kenan Akyildiz</i>
(Print name)	Kenan Akyildiz
(name of management company if relevant) as delegate of the owners corporation	

Signed by owner of lot 1, 2 & 3:


[Said Aliyar \(Oct 19, 2023 14:28 GMT+11\)](#)
Said Mehdi Hasan Aliyar


[Halime \(Oct 19, 2023 15:06 GMT+11\)](#)
Halime Yilmaz

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Certificate of Currency

Date of Issue 17 October 2023

Policy Number HSA143175506

Page 1 of 1

STRATA 911110
5 HOPEGOOD PL
LYNBROOK VIC 3975



Strata Insurance

Dear Policy Holder,

Please find below the Certificate of Currency details of your Strata Insurance Policy.

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

Take care,
The AAMI Team

Insured

Strata 911110

Insured Address

UNIT 1-3 4 DARYL CT
HAMPTON PARK VIC 3976

Policy Number

HSA143175506

Period of Insurance

12 October 2023 to 11:59pm 12 October 2024

Policy Type

Strata Building

Building Description

It is a brick veneer townhouse with steel/colorbond roof originally built in approx. 2023.

Financial Interest

Not listed

Sum Insured

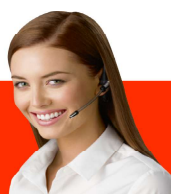
\$750,000

Legal Liability

\$20 million

This Certificate certifies that as at the date of issue the stated policy is current for the period of insurance noted above. The issue of this Certificate imparts no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason. Full details of the insurance provided (including excesses and sub-limits) are set out in the Certificate of Insurance and Product Disclosure Statement (PDS) and any Supplementary PDS.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage provided by the policy. AAI Limited ABN 48 005 297 807 trading as AAMI.



Tax Invoice

Date of Issue 19 October 2023

Policy Number HSA143175506

Page 1 of 1

STRATA 911110
5 HOPEGOOD PL
LYNBROOK VIC 3975



Dear Policy Holder,

Please note that in accordance with the GST Legislation relating to insurance premiums, the GST amount may be less than 1/11th of the total premium paid. This is because the total premium you have paid includes a charge for Stamp Duty and Stamp Duty is not subject to GST.

If you have any questions or if we can help you with any other insurance needs, please call us on 13 22 44.

*This is not a request for payment.

Take care,

The AAMI Team

Insured Address

UNIT 1-3 4 DARYL CT, HAMPTON PARK VIC 3976

Policy Term

Monthly

Payment Month

October 2023

Total Paid \$1,843.99*

Includes:

Stamp Duty/Insurance Duty	\$167.64*
GST	\$152.40*

For full details of insurance provided (including excesses), please refer to Certificate of Insurance and Product Disclosure Statement.

AAMI Limited ABN 48 005 297 807 trading as AAMI.



Form 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number **4** Street/Road **Daryl Court** Suburb **HAMPTON PARK** Postcode **3976**
Lot/s **403** LP/PS **213789D** Volume **09892** Folio **530**
Crown allotment **34 (Part) & 34A (Part)** Section No Parish **Eumemmerring** County **Mornington**
Municipal District **Casey City Council**

Building permit details

Building permit number: **3885709496313**
Version of BCA applicable to building permit: **BCA 2019 Volume 2 Amendment 1**

Building Details

Part of building to which permit applies: **Unit 3- Dwelling**
Permitted use: **Domestic**
BCA Class of building: **1a(a)**
Maximum permissible floor live load: **1.5000**
Maximum number of people to be accommodated: **0**
Part of building to which permit applies: **Unit 3- Carspace**
Permitted use: **Domestic**
BCA Class of building: **10a**
Maximum permissible floor live load: **1.5000**
Maximum number of people to be accommodated: **0**
Storeys contained Rise in storeys (for Class 2-9 buildings) **0**
Effective height **0.00** Type of construction

Reporting authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Council	Point of discharge of storm water	reg. 133(2)

Suitability for occupation

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

Inspection approval dates for mandatory inspections that have been carried out are as follows:

Inspection Type	Approved Date
-----------------	---------------

Piers	05/08/2022
Pre Slab (Unit 3)	11/10/2022
Pre Slab (Unit 2)	11/10/2022
Slab Steel (Unit 2 & 3)	19/10/2022
ReFrame (Unit 2 & 3)	09/02/2023
Final - Dom/Res	01/08/2023

Relevant Building Surveyor

Name: **Adnan Ramadan**

Address: **PO Box 234 Coburg VIC 3058**

Email: **permits@permitpoint.com.au**

Building practitioner registration no.: **BS-U 39024**

Company Name: **Permit Point Building Consultants**

ABN: **43 160 782 534**

Municipal district: **Casey City Council**

Occupancy Permit no.: **3885709496313**

Date of issue of permit: **27/09/2023**



Domestic Building Insurance

Certificate of Insurance

Said Aliyar, Halime Yilmaz
**5 Hopegood Pl
LYNBROOK
VIC 3975**

Policy Number:

C709908

Policy Inception Date:

22/06/2022

Builder Account Number:

430614

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 2 4 Daryl Ct HAMPTON PARK VIC 3976 Australia**

Carried out by the builder: **RAZ HOMES PTY LTD**

Builder ACN: **649992638**

! 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): **Said Aliyar, Halime Yilmaz**

Pursuant to a domestic building contract dated: **19/05/2022**

For the contract price of: **\$ 225,000.00**

Type of Cover: **Cover is only provided if RAZ HOMES 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*

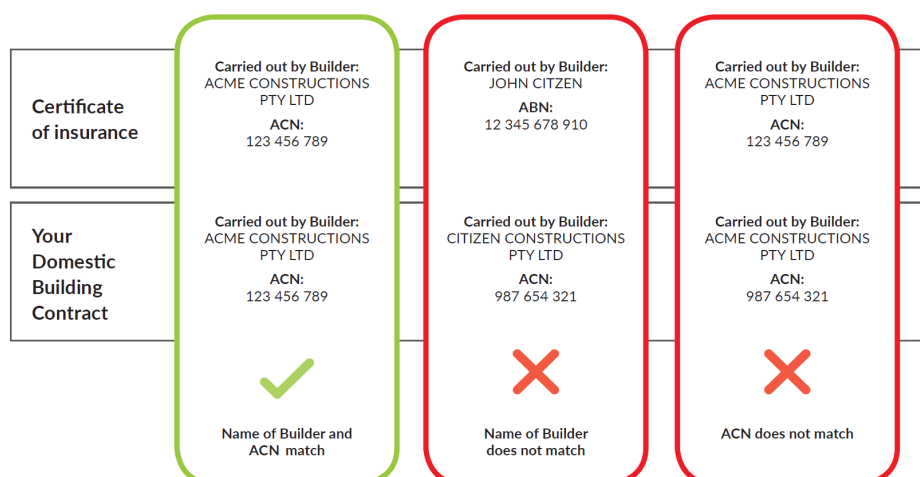
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,280.00
GST:	\$128.00
Stamp Duty:	\$140.80
Total:	\$1,548.80

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



Building Permit

Form 2 Building Act 1993 Building Regulations 2018 – Regulation 37(1)



Permit No: BS-U 39024 3885709496313

Issued To - AGENT

Name: Raz Homes Pty Ltd
ACN: 649 992 638
Postal Address: 341 Sussex Street PASCOE VALE, VIC 3044
Email: ruhullah.safar@hotmail.com

Address for Serving or Giving of Documents

Address: 341 Sussex Street PASCOE VALE VIC 3044
Contact Person: Ruhullah Safar
Phone: 0421 165 700

Ownership Details

Name: HALIME YILMAZ & SAID MEHDI ALIYAR
ACN:
Postal Address: 5 Hopegood Place LYNBROOK, VIC 3975
Email: mehdi.aliyar@gmail.com
Contact Person: HALIME YILMAZ & SAID MEHDI ALIYAR
Phone: 0421 929 093

Property Details

Address: Lot (403) 4 Daryl Court HAMPTON PARK VIC 3976
Title Details: LP/PS: 213789D, Vol: 09892, Folio: 530
Municipal District: Casey City Council

Builder

Name: Raz Homes Pty Ltd
ACN: 649 992 638
Registration No. CDB-U 71831
Postal Address: 341 Sussex Street PASCOE VALE, VIC 3044

Natural Person for Service of Directions, Notices and Orders

Name: Ruhullah Safar
Phone: 0421 165 700
Postal Address: 341 Sussex Street PASCOE VALE, VIC 3044

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Chinh Mai	Draftsperson - Architectural	DP-AD 32909
Son Tran	Professional Engineer	PE 000831
Raz Homes Pty Ltd	Builder - Domestic - Unlimited (Company)	CDB-U 71831

Details of Domestic Building Work Insurance

Name of Builder: Raz Homes Pty Ltd
Insurance Provider: Bovill Risk & Insurance Consultants Pty Ltd

Permit Point Building Consultants Pty Ltd | ABN 43 160 782 534 | w: www.permitpoint.com.au
344-346 Sydney Road, Coburg Vic 3058 | ph: 9383 2200 | e: permits@permitpoint.com.au
Postal Address: PO Box 234 Coburg Vic 3058

Policy Number: C709909, C709908
Policy Issued: 22/06/2022
Policy Cover: \$450,000

Nature of Building Work

Construction of Two Side-by-Side Single Storey & Car Spaces to the Rear of an Existing Dwelling (1ai, 10a)

Version of BCA applicable to Permit: BCA 2019 Volume 2 Amendment 1
Stage of building work permitted: As shown on the approved plans
Total floor area of new building work in m2: 290.1
Cost of building work (this stage): \$450,000
Cost of building work (all stages): \$450,000

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Units 2-3, Dwellings	1a(a)
Construction of	Units 2-3, Carspaces	10a

Prescribed Reporting Authorities

The following bodies are prescribed 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	Regulation No.
Council	Point of discharge of storm water	reg. 133(2)

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory notification stages are -

- Pre Slab
- Slab Steel
- Frame - Dom/Res
- Final - Dom/Res

Occupation or Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 28/06/2023.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 28/06/2024.

If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Application Form			22/03/2022
Architectural Plans (Min Scale 1 to100)	Chinh Mai		27/04/2022
Builders Warranty Insurance Policy			22/03/2022
Certificate of Compliance-Design Form 126			8/04/2022
Certificate of Title			22/03/2022
Domestic Builders Contract			22/03/2022
Drainage Design			22/03/2022
Energy Rating Report & Endorsed Drawings			22/03/2022
Engineers Computations	Son Tran		1/12/2021
Engineers Structural Drawings	Son Tran		1/12/2021
Plan of Subdivision			22/03/2022
Planning Permit & Endorsed Drawings			22/03/2022
Practitioners Details			24/06/2022
Property Information from Council			22/03/2022
Soil Report or Bore Log Test	Son Tran		18/10/2021
Stormwater Legal Point of Discharge			22/03/2022
Vic Land Property Report			24/06/2022

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	The builder and/or owner must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the date of issue of this permit are displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of the building works. In addition, take all reasonable steps to ensure that this information continues to be displayed and remains visible and legible for the duration of the building work to which this permit applies.
2	WC doors where the jamb is within 1.2m of the pan are to be fitted with lift off hinges.
3	The dwelling is to be protected from Termites in accordance with Part 3.1.3 of the NCC 2016.
4	Building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved. Building works proceeding beyond mandatory stage without an approval will result in enforcement action in issuing a (Building Notice/Order).
5	Three copies of truss computations and layouts to be submitted for approval prior to the frame inspection.

Relevant Building Surveyor

Name: Adnan Ramadan
ACN: 160 782 534
Address: PO Box 234 COBURG VIC 3058
Email: permits@permitpoint.com.au
Building practitioner registration no.: BS-U 39024

Permit No.: BS-U 39024 3885709496313

Date of Issue of Permit: 28/06/2022

Signature:



Terms and Conditions

1. Role of Permit Point Building Consultants Pty Ltd

1.1 Professional Standard of Care

In performing the Services, Permit Point Building Consultants Pty Ltd shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards;

normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services

If Permit Point Building Consultants Pty Ltd becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Permit Point Building Consultants Pty Ltd for Services

2.1 Client to Make Payment

In consideration of the promise by Permit Point Building Consultants Pty Ltd to perform the Services, the Client promises to pay to Permit Point Building Consultants Pty Ltd the fees and the expenses as set out in **Permit Point Building Consultants Pty Ltd's** Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Permit Point Building Consultants Pty Ltd, Permit Point Building Consultants Pty Ltd may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Permit Point Building Consultants Pty Ltd, if the Client fails to pay all monies as and when due, Permit Point Building Consultants Pty Ltd shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Permit Point Building Consultants Pty Ltd, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Permit Point Building Consultants Pty Ltd in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Permit Point Building Consultants Pty Ltd, then the Client shall pay to Permit Point Building Consultants Pty Ltd a reasonable sum of money to cover the consequential costs and expenses suffered by Permit Point Building Consultants Pty Ltd as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Permit Point Building Consultants Pty Ltd is terminated for any reason other than for breach of these Terms of Engagement by Permit Point Building Consultants Pty Ltd, then Permit Point Building Consultants Pty Ltd shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Permit Point Building Consultants Pty Ltd in performing the Services, then the fees and expenses otherwise payable to Permit Point Building Consultants Pty Ltd under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Permit Point Building Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Permit Point Building Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Permit Point Building Consultants Pty Ltd from, and agrees that Permit Point Building Consultants Pty Ltd is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Permit Point Building Consultants Pty Ltd's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Permit Point Building Consultants Pty Ltd shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Permit Point Building Consultants Pty Ltd (or any employee of Permit Point Building Consultants Pty Ltd) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Permit Point Building Consultants Pty Ltd does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Permit Point Building Consultants Pty Ltd from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on Permit Point Building Consultants Pty Ltd terminate the Permit Point Building Consultants Pty Ltd's engagement under these Terms of Engagement:

- (a) If Permit Point Building Consultants Pty Ltd is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Permit Point Building Consultants Pty Ltd of a notice requiring the breach to be remedied; or
- (b) If the Client serves on Permit Point Building Consultants Pty Ltd a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Permit Point Building Consultants Pty Ltd Subject always to the provisions of the Building Act 1993 (as amended), Permit Point Building Consultants Pty Ltd may by notice in writing served on the Client terminate Permit Point Building Consultants Pty Ltd's obligations under these Terms of Engagement:

- (a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Permit Point Building Consultants Pty Ltd may allow) of the service by Permit Point Building Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Permit Point Building Consultants Pty Ltd may allow) of the service by Permit Point Building Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (c) If Permit Point Building Consultants Pty Ltd serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Permit Point Building Consultants Pty Ltd's obligations are terminated, then the Client shall pay for all work in progress performed by Permit Point Building Consultants Pty Ltd up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Permit Point Building Consultants Pty Ltd and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Permit Point Building Consultants Pty Ltd nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Permit Point Building Consultants Pty Ltd from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Permit Point Building Consultants Pty Ltd, then Permit Point Building Consultants Pty Ltd may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Permit Point Building Consultants Pty Ltd's Letters to the Client; "Permit Point Building Consultants Pty Ltd's Letters" means Permit Point Building Consultants Pty Ltd's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
- (b) in any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

PLANNING PERMIT

Permit No. PA20-0908
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

ADDRESS OF THE LAND:

4 Daryl Court HAMPTON PARK VIC 3976 Lot 403 LP 213789

THE PERMIT ALLOWS:

Alterations to the existing Dwelling and Development of Two Additional Dwellings

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-21 (Inclusive)

Amended Plans

1. Before the development starts and before the endorsement of the plan of subdivision, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and form part of the permit. The plans must be drawn to scale with dimensions and a digital copy must be provided. The plans must be generally in accordance with the plans submitted with the application but amended to show:
 - (a). The proposed open car spaces for dwellings 2 and 3 to be clearly line marked.
 - (b). The porch of dwelling 2 to be relocated one metre to the east to become more prominent.
 - (c). All side and rear boundary fences replaced with a 1.8 metre high fence.
 - (d). The proposed width and changes to the crossover to be clearly shown. The crossover must not encroach on the existing street tree on the western side.
 - (e). A tree protection fence around the existing street tree "Callistemon Kings Park Special".
 - (f). A tree protection fence around the adjoining trees located at the rear, easement.
 - (g). A minimum 2000 litres rainwater tank for each dwelling. The rainwater tank must collect stormwater from the roof and connected to at least one toilet.
 - (h). Clear sight lines shall be provided for adequate visibility between vehicles leaving access driveways and pedestrians at the property lines as per Australian Standards AS/NZ 2890.1:2004 S3.2.4 Fig3.3. Obstructions including letterboxes, meter boxes, front and boundary fencing, vegetation and the like must be restricted to a maximum height of 1m.
 - (i). Lighting at the front and within the driveways (bollard lighting preferred).

PLANNING PERMIT

Permit No. PA20-0908
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

2. Before the development starts, a Landscape Plan to the satisfaction of the Responsible Authority and prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and form part of the permit. The plan must be drawn to scale, fully dimensioned and a digital copy must be provided. The plan must show:
- (a). A survey (including botanical names, trunk location, trunk diameter and canopy spread) of all existing vegetation. The survey must clearly mark existing vegetation to be retained and removed. The survey must also include any street trees.
 - (b). Buildings and trees (including botanical names, trunk location, trunk diameter and canopy spread) on neighbouring properties where the Tree Protection Zones of such trees fall within the subject site as calculated in accordance with Australian Standard 4970-2009 or its successor.
 - (c). Details of surface finishes of pathways and driveways.
 - (d). A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant. All species selected must be to the satisfaction of the Responsible Authority.
 - (e). Landscaping and planting within all open areas of the site including:
 - (i). A landscaping strip a minimum of 2 metres wide along the Daryl Court frontage.
 - (ii). Landscaping and planting along the driveway and along the internal driveway.
 - (iii). A landscaping strip a minimum of 1 metre wide where possible along the rear (northern) boundary of the subject site. The strip must be planted with shrub and groundcover species suitable for planting within easements and must have a natural growing height of no more than 5 metres.
 - (f). Landscaped areas must be planted with shrub and groundcover species capable of achieving a minimum density of at least 85 per cent coverage 12 months after planting.
 - (g). Landscaping must demonstrate the use of sustainable practices and if irrigation is to be provided it must not use potable water.
 - (h). Any planting within an easement must utilise species suitable for planting within easements and must have a natural growing height of no more than 5 metres.
 - (i). All garden beds adjoining turf or gravel surfaces must have hard garden edging.
 - (j). Trees in the following locations:
 - (i). A minimum of one canopy tree (2 metres high at the time of planting) reaching a minimum mature height of 8 metres within the Daryl Court frontage.
 - (ii). A minimum of one canopy tree (2 metres high at the time of planting) reaching a minimum mature height of 5 metres within the private open space of each

PLANNING PERMIT

Permit No. PA20-0908
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

dwelling.

- (k). 1200mm organic mulch diameter around any retained or proposed trees in lawn areas.
 - (l). The provision of notes regarding site preparation, including the removal of all weeds, proposed mulch, soil types and thickness, subsoil preparation and any specific maintenance requirements.
 - (m). The location of any tree protection zones and protection measures including for street trees accurately drawn to scale, labelled and notations referring to any endorsed Tree Management and Protection Plan, or Arboricultural Report.
3. Before the development starts, drainage plans must be submitted to and approved by the Responsible Authority. The plans must show the provision of an on-site stormwater detention (OSD) system that provides a minimum detention volume of 5.5 cubic metres and limits the rate of discharge to 8.5 litres per second to the satisfaction of the Responsible Authority.

Layout Not Altered

4. The development as shown on the endorsed plans must not be altered or modified without the prior written consent of the responsible authority.

General Amenity

5. The development must be managed so that the amenity of the area is not detrimentally affected including through the:
- (a). Transportation of materials, goods or commodities to or from the land.
 - (b). Appearance of any building, works or materials.
 - (c). Emission of noise, artificial light, smell, fumes, smoke, vapour, steam, soot, ash, dust, water, waste products, grit or oil.
 - (d). Presence of vermin.

External Lighting

6. Before the development is occupied, the development must provide external lighting capable of illuminating access to each garage, car parking space and pedestrian walkway, to the satisfaction of the responsible authority.
7. Before the development is occupied, external lighting must be located, designed, directed, shielded and baffled to the satisfaction of the responsible authority.

PLANNING PERMIT

Permit No. PA20-0908
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

Buildings and Works

8. Once the development starts, the development must be carried out and completed to the satisfaction of the responsible authority.
9. All buildings and works must be maintained in good order and appearance to the satisfaction of the responsible authority.
10. Before the development is occupied, or by such later date as approved in writing by the responsible authority, all new on-boundary walls must be constructed, cleaned and finished to the satisfaction of the responsible authority.
11. Before the development is occupied, or by such later date as approved in writing by the responsible authority, all new boundary fences must be constructed to a height of not less than 1.8 metres along the side and rear property boundaries to the satisfaction of the responsible authority.

Completion of Works

12. Before the development is occupied, the following development must be carried out and completed to the satisfaction of the responsible authority:
 - (a). The premises are connected to reticulated water supply, sewerage, drainage and underground electricity to the requirements of the relevant servicing authority.
 - (b). The areas set aside for car parking and access lanes on the endorsed plan have been constructed with an
 - (i). All-weather seal coat.
 - (ii). Drained
 - (iii). Properly formed to such levels that they can be used in accordance with the plans.
 - (c). All landscaping works have been completed generally in accordance with the endorsed plan.
 - (d). A letter box and street number have been provided to the satisfaction of the Responsible Authority.
 - (e). The land must be cleared of all excess, unused building materials or debris.

Landscape

13. Before the development is occupied and/or before the use starts or by such later date with the prior written consent of the Responsible Authority, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

PLANNING PERMIT

Permit No. PA20-0908
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

14. The landscaping shown on the endorsed plans must be maintained in accordance with the endorsed plans to the satisfaction of the Responsible Authority. Areas shown on the endorsed plan as landscaped must not be used for any other purpose and any dead, diseased or damaged plants are to be replaced.
15. Except where specified on the endorsed plan, no other vegetation must be removed from the land, without the prior written consent of the Responsible Authority.

Street Tree Protection

16. Before the development starts, a tree protection barrier/fence must be installed around the street tree (**Tree 1 *Callistemon* sp.**) located on Daryl Court and remain in place until all works on site are carried out and completed (including the construction of any new crossover). The following tree protection measures must be followed to the satisfaction of the Responsible Authority:
 - (a). The fencing is to be a 1.8-metre-high temporary fence constructed using steel or timber posts fixed to a concrete pad, with the fence's side panels to be constructed of cyclone mesh wire or similar strong metal mesh or netting.
 - (b). The fencing is to encompass the entire nature strip area (between any footpath and kerb and channel) and must extend to the identified tree protection radial distance.
 - (c). The fencing can be moved to the edge of any existing crossover(s) for site access.
 - (d). The fencing may only be moved to construct any approved crossover.

Drainage

17. Stormwater must not be discharged from the site other than by means of an underground pipe drain discharged to the legal point of stormwater discharge to the satisfaction of the Responsible Authority.
18. Prior to the occupation of Units 1 and 2 a minimum 2,000 litre rainwater tank must be installed to collect stormwater from the roof of each dwelling. The tank must be connected to supply water to at least one toilet within the dwelling to the satisfaction of the Responsible Authority.
19. Polluted stormwater must not be discharged beyond the boundaries of the lot from which it emanates, or into a watercourse or easement drain, but must be treated and/or absorbed on that lot to the satisfaction of the Responsible Authority.
20. Appropriate sediment control measures must be undertaken during construction to the satisfaction of the Responsible Authority to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the stormwater drainage system.

Permit Expiry

21. This permit will expire if
 - (a). The development is not started within two years of the date of this permit, or

PLANNING PERMIT

Permit No.	PA20-0908
Planning scheme	Casey Planning Scheme
Responsible authority	City of Casey

(b). The development is not completed within four years of the date of this permit.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within six months of expiry of permit.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**

Applicant's Name & Address: Planning & Design
31 Enfield Ave
PRESTON VIC 3072

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(NOTE: This Is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A Permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:-
 - the development or at any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivisions Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if:-
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:-
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision:-
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Digitally Signed by thuyinh
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