DATED 2023

BIRGUL SAHIN

to

CONTRACT OF SALE OF LAND

Property: 1/136 Kitchener Street, Broadmeadows 3047

Principal Solicitor- Kenan Akyildiz
Suite 6, Level 2, 902 Mt Alexander Road
Essendon VIC 3040
All mail to: PO BOX 411 Essendon North VIC 3041
Tel: 03 8317 1070
Email: property@orangelegalgroup.com.au
Ref: KA:1914/23: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: **BIRGUL SAHIN**

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

Jason Real Estate
201B Melrose Drive, Tullamarine, VIC 3043

Email: jason@jasonrealestate.com.au

Tel: 9338 6411 Mob: 0419 332 536 Fax: Ref:

Vendor

BIRGUL SAHIN

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:1914/23: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 described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11470	Folio	940	5	635436U
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: **1/136 Kitchener Street, Broadmeadows 3047**

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

Payment

Price $

Deposit $ by (of which $ has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

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

Settlement (general conditions 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on 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 lodgement network operators do not provide otherwise:

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

(b) if two or more electronic 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 lodgement

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

(a) electronically on the next business day; or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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.

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.

ADDITIONAL SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract unless the context otherwise requires:-

"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 statues 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 it 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 outgoings which are not recoverable.
"**Outgoings**" means all outgoings 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 outgoings, apportionable outgoings or statutory outgoings;
(c) insurance premiums.

"**Recoverables**" means outgoings 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) outgoings 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.

(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	1/136 Kitchener Street, Broadmeadows 3047	
Vendor's name	Birgul Sahin	**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) Are contained in the attached certificate/s.

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 vendors 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	SEE ATTACHED REPORTS
Name of responsible authority	
Zoning of the land	
Name of planning overlay	

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):

Not Applicable.

6 OWNERS CORPORATION

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

6.1 Attached is a current owners corporation 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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

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

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

VOLUME 11470 FOLIO 940

Security no : 124105289475W
Produced 11/04/2023 03:20 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 635436U.
PARENT TITLE Volume 11255 Folio 549
Created by instrument PS635436U/D1 04/02/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BIRGUL SAHIN of 85 TALLAGANDRA DRIVE QUAKERS HILL NSW 2763
AQ063337X 20/07/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ063338V 20/07/2017
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH361932Y 14/07/2010

DIAGRAM LOCATION

SEE PS635436U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 1 136 KITCHENER STREET BROADMEADOWS VIC 3047

ADMINISTRATIVE NOTICES

NIL

eCT Control 17914D NAB BROKER
Effective from 20/07/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS635436U

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DOCUMENT END

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Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**11/04/2023 15:22**

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Signed by Council: Hume City Council, Original Certification: 13/12/2010 S.O.C.: 25/01/2011

PLAN OF SUBDIVISION

Stage No. /

LAS use only

EDITION 2

PS 635436U

Location of Land

Parish: WILL WILL ROOK
Portion: B
Section: 11
Crown Allotment: A (PART)
Crown Portion: 10 (PART)

LV base record: VICMAP DIGITAL PROPERTY
Title References: VOL 8728 FOL 825

Last Plan Reference: LOT 15 ON LP59117
Postal Address: 136 KITCHENER STREET
BROADMEADOWS 3047

MGA94 Co-ordinates: E 316 850
(Of approx. centre of plan) N 5 827 410 **Zone** 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certification and Endorsement

Council Name: HUME CITY COUNCIL **Ref:**

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in stage

Council Delegate
Council seal

Date / /

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council seal

Date / /

Notations

Depth Limitation: DOES NOT APPLY

Staging This is not a staged subdivision
Planning Permit No.

THIS IS A SPEAR PLAN

THE COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 2, 3, 4 & 5

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

Survey: – This plan is based on survey

To be completed where applicable

This survey has been connected to permanent marks no(s). PM232 & PM154
In proclaimed Survey Area no.

Easement Information

Legend: A – Appurtenant Easement E – Encumbering Easement R – Encumbering Easement (Road)

SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE, SEWERAGE & GAS	3·05	LP 59117	LOTS ON LP 59117
E-1	SEWERAGE	3·05	THIS PLAN	YARRA VALLEY WATER LIMITED
E-2	PARTY WALL	0·12	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN

LAS use only

Statement of Compliance / Exemption Statement

Received ✓

Date 10/ 2 /11

LAS use only

PLAN REGISTERED

TIME 9.12AM

DATE 21/ 2 /11

K.A.Balachandiran
Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 10299 VERSION 1

ML (12/09)

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: TREVOR JOHN KELLY (Prior & Kelly Pty Ltd) Surveyor's Plan Version (1) 08/12/2010

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Signed by Council: Hume City Council, Original Certification: 13/12/2010 S.O.C.: 25/01/2011

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 635436U

MGA94 ZONE 55
SUBTRACT 7°36'10" FOR LPS9117

KITCHENER STREET

TITLE BOUNDARY

NO UPPER BOUNDARY

5

SITE LEVEL

1·50

COMMON PROPERTY No 1

NO LOWER BOUNDARY

SECTION A-A'
(NOT TO SCALE)

111°28'10"

17·26

E-1

4
133m²

277°37'

51·26

No 1

E-2

3
140m²

47·13

2
154m²

40·67

COMMON PROPERTY

7°37'10"

187°37'10"

5
196m²

13·96

14·33

15·46

12·76

277°37'10"

16·76

52·12

3·05

CRESCENT

GOSFORD

KITCHENER STREET

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

ORIGINAL SHEET SIZE A3 | SCALE 1:250

SCALE 2·5 0 5 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

SIGNATURE DATE / /

REF 10299 VERSION 1

SHEET 2

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by: TREVOR JOHN KELLY (Prior & Kelly Pty Ltd) Surveyor's Plan Version (1) 08/12/2010

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS635436U

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 1	LOT 5	AMENDMENT SECTION 32	PS635436U/D1	17/01/14	2	G.R

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 11/04/2023 03:22:10 PM

OWNERS CORPORATION 1
PLAN NO. PS635436U

The land in PS635436U is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 2 - 5.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
136 KITCHENER STREET BROADMEADOWS VIC 3047

OC009985B 21/02/2011

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC009985B 21/02/2011

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Total	**400.00**	**400.00**

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/04/2023 03:22:10 PM

OWNERS CORPORATION 1
PLAN NO. PS635436U

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

Statement End.

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

Imaged Document Cover Sheet

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Document Type	**Instrument**
Document Identification	**AH361932Y**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**11/04/2023 15:22**

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AH361932Y
14/07/2010 $105.20 173

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	MYM:LMR:LGC:5666968
Customer Code:	1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act* 1987 requires a recording to be made in the Register for the land.

Land: Volume 8728 Folio 825

Authority: Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

A copy of the Agreement is attached to this Application

Signature for the Authority: K Birtwistle

Name of officer: KERRIE BIRTWISTLE

Position Held: MANAGER STATUTORY PLANING

Date: 12/7/10

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14/07/2010 $105.20 173

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 01/07/2010

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 136 Kitchener Street, Broadmeadows

Hume City Council
and

Ismail Turk and Hayri Yildirim

Interstate office
Sydney

Affiliated offices around the world through the Advoc Asia network - www.advocasia.com

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Maddocks

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Maddocks

Agreement under Section 173 of the Planning and Environment Act 1987

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Dated 01 / 07 / 2010

Parties

Name	**Hume City Council**
Address	1079 Pascoe Vale Road, Broadmeadows, Victoria
Short name	**Council**

Name	**Ismail Turk and Hayri Yildirim**
Address	Unit 5, 113 Bindi Street, Glenroy, Victoria
Short name	**Owner**

Background

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. On 16 March 2010 Council issued Planning Permit No. P13997 (**Planning Permit**) allowing the Subject Land to be subdivided into 4 lots in accordance with the Endorsed Plan. Condition 5b) of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

D. Condition 5b) of the Planning Permit provides that:

> ...
>
> the owner of the land must enter into a Section 173 Agreement to require the development of the land in accordance with Planning Permit P12175. The owner of the land must pay all costs relating to the preparation, execution and registration of the Section 173 Agreement. The Statement of Compliance will not be issued until a Dealing number from the Titles Office is provided to Council to ensure its registration on each lot authorised by this permit.

E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AH013147P in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

F. The parties enter into this Agreement:

F.1 to give effect to the requirements of the Planning Permit and the Development Permit; and

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F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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The Parties Agree

1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Hume Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 136 Kitchener Street, Broadmeadows being the land referred to in Certificate of Title Volume 8728 Folio 825 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

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2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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3. Specific obligations of the Owner

3.1 Compliance with other permits

The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must be in accordance with:

3.1.1 the development authorised by planning permit no. P12175 issued by Council and the various conditions included in that planning permit (**Development Permit**). A copy of the Development Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice; and

3.1.2 the plans from time to time endorsed pursuant to the Development Permit.

3.2 Development must be to approval of Council

The Owner agrees that if the Development Permit expires after this Agreement commences, the development of the Subject Land must be to the satisfaction of Council.

3.3 No changes without further Council consent

The Owner agrees that after the completion of the development of a lot, no buildings or any works authorised by the Development Permit may be altered or extended without the further written consent of Council.

4. Further obligations of the Owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

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4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

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8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

8.1.1 by delivering it personally to that party;

8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

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8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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Maddocks

Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Hume City Council)
was hereto affixed on the 1 July 2010)
in the presence of:)

HUME CITY COUNCIL
THE COMMON SEAL OF

Councillor .....

Acting
Chief Executive Officer .....

Signed Sealed and Delivered by Ismail Turk)
in the presence of:)

.....

S. Cudiz
.....
Witness

Signed Sealed and Delivered by Hayri Yildirim in the presence of:

PTO

.....

S. Cudiz
.....
Witness

Signed by ENVER YILDIRIM
AS Attorney for HAYRI YILDIRIM

Mortgagee's Consent

Westpac Banking Corporation as Mortgagee of registered mortgage No. AH013147P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

Please register and hand Certificate of Title to issue to Scott Ashwood Pty Ltd. Cust Code 1557Q

Signed .....

Westpac Banking Corporation
ABN 33 007 457 141 the
Mortgagee under Mortgage
No. AH013147P HEREBY
CONSENTS to the within AGREEMENT
Dated this 11 day of AUG 2010.
Westpac Banking Corporation
By its Attorney FIELD ATTORNEY
.....
Antonio Varricc
General Power of Attorney dated
17 January 2001 filed in the
Permanent Order Book No. 277
at page 016.
In the presence of:
.....
Signature of Witness Elizabeth Ann
.....Barnes
Name of Witness (BLOCK LETTERS)

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Signed Sealed and Delivered by **Hayri Yildirim** by his/her Attorney Enver Yildirim under a Power of Attorney dated 31 March 2010 in the presence of:)
)
)

.....

.....
Witness

GRAEME PRICE
.....
Full name of Witness

AH361932Y
14/07/2010 $105.20 173

PROPERTY REPORT

Environment, Land, Water and Planning

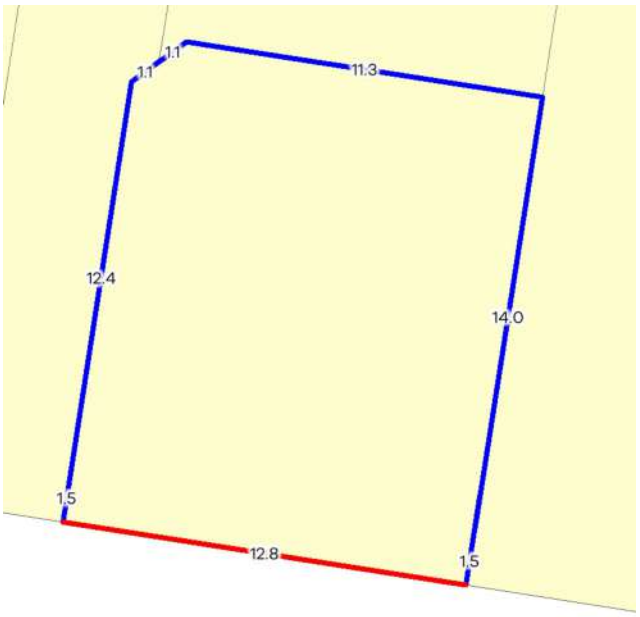
From www.planning.vic.gov.au at 18 April 2023 12:49 PM

PROPERTY DETAILS

Address:	**1/136 KITCHENER STREET BROADMEADOWS 3047**
Lot and Plan Number:	**Lot 5 PS635436**
Standard Parcel Identifier (SPI):	**5\PS635436**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**677350**
Directory Reference:	**Melway 6 J8**

SITE DIMENSIONS

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



Area: 196 sq. m
Perimeter: 56 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BROADMEADOWS**

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

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 18 April 2023 12:49 PM

PROPERTY DETAILS

Address:	**1/136 KITCHENER STREET BROADMEADOWS 3047**
Lot and Plan Number:	**Lot 5 PS635436**
Standard Parcel Identifier (SPI):	**5\PS635436**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**677350**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 6 J8**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BROADMEADOWS**

OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 13 April 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

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Property No : 677350
Certificate No : eLIC058354
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2023
All Enquiries and Updates to Rates on 9205 2688

HUME CITY COUNCIL

ABN 14 854 354 856

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Rates Dept 03 9205 2688
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Your Reference: 420167
Date of Issue: 11/04/2023

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Property Description:	Lot 5 PS 635436U Vol 11470 Fol 940
Property Situated:	1/136 KITCHENER ST BROADMEADOWS VIC 3047

Site Value $170000	C.I.V. $447000	N.A.V. $22350

The level of valuation is 1/01/2022 and the Date the Valuation was adopted for Rating Purposes is 1/07/2022

RATES AND CHARGES FROM	**01/07/2022**	**TO**	**30/06/2023**
	RATE LEVIED ON C.I.V.		**BALANCES OUTSTANDING**
General Rate	**$1,319.20**		**$0.00**
Land Use Rebate	**$0.00**		**$0.00**
Optional Waste Charges	**$0.00**		**$0.00**
Fire Service Property Levy	**$140.60**		**$0.00**
Special Charge / Rate	**$0.00**		**$0.00**
Arrears as at 30/06/2022			**$0.00**
Interest / Legal Costs			
TOTAL RATES AND CHARGES	**$1,459.80**		**$0.00**

****PLEASE NOTE :**	**Rates for 2022/2023 are payable by four instalments on the following dates 30/09/2022, 30/11/2022, 28/02/2023 & 31/05/2023**

OTHER CHARGES				
Account Number / Description	**Principal**	**Interest**	**Interest To**	**Balance**
		TOTAL OTHER CHARGES		

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS

TOTAL OUTSTANDING AT ISSUE DATE : $0.00

All overdue rates and charges must be paid at settlement.

.

Property No : 677350
Certificate No : eLIC058354
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2023
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	1/136 KITCHENER ST BROADMEADOWS VIC 3047

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED $27.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
11/04/2023

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED

BPAY **Biller Code:** 357947
Ref: 9757816

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

11th April 2023

Orange Legal Group Pty Ltd C/- InfoTrack (LEAP) C/
LANDATA

Dear Orange Legal Group Pty Ltd C/- InfoTrack (LEAP) C/,

RE: Application for Water Information Statement

Property Address:	1/136 KITCHENER STREET BROADMEADOWS 3047
Applicant	Orange Legal Group Pty Ltd C/- InfoTrack (LEAP) C/ LANDATA
Information Statement	30761290
Conveyancing Account Number	7959580000
Your Reference	420167

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Encumbrance

Property Address	1/136 KITCHENER STREET BROADMEADOWS 3047

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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Melbourne Water Encumbrance

Property Address	1/136 KITCHENER STREET BROADMEADOWS 3047

STATEMENT UNDER SECTION 158 WATER ACT 1989

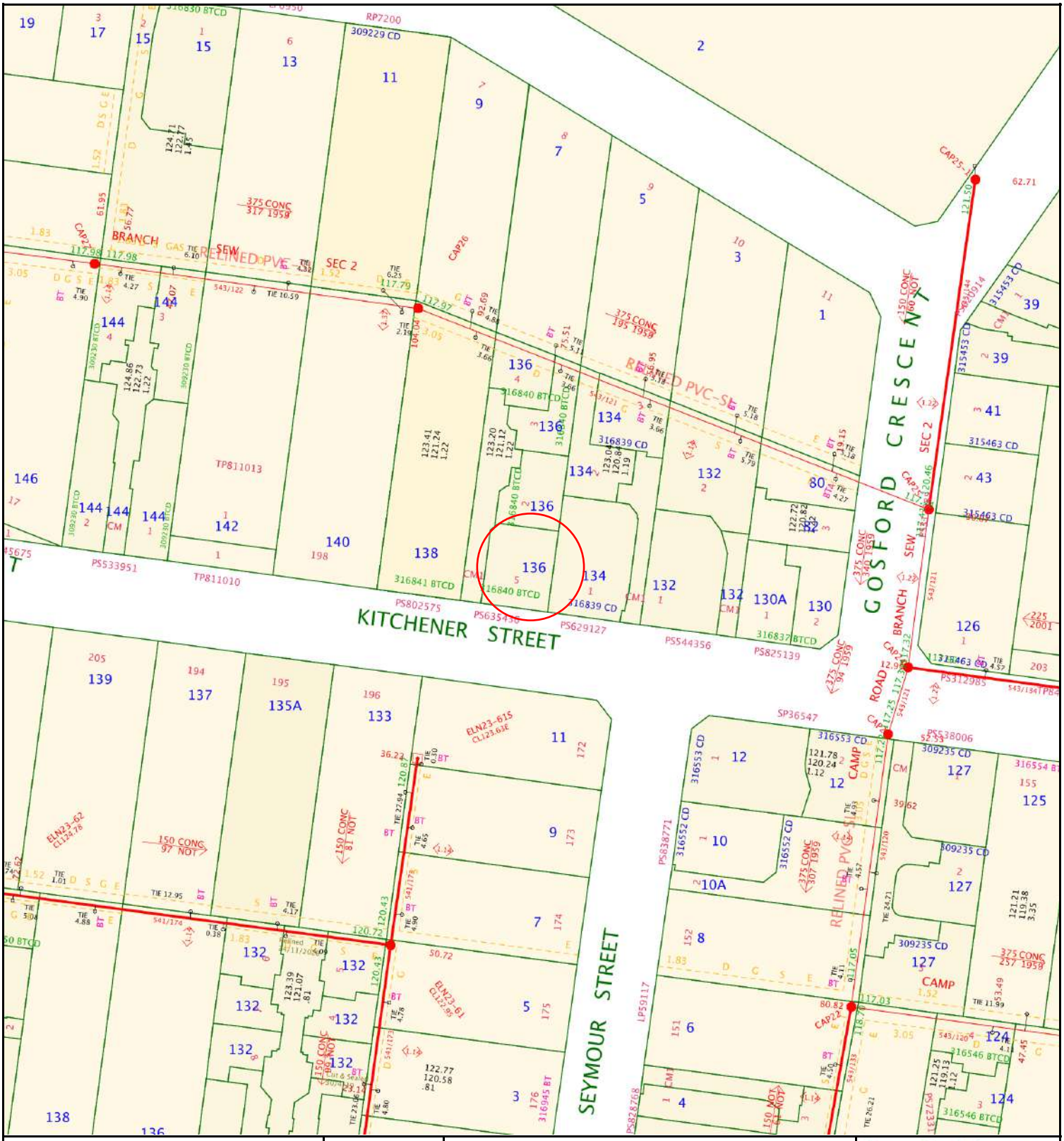
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water **Information Statement** **Number: 30761290**	**Address**	1/136 KITCHENER STREET BROADMEADOWS 3047	Yarra Valley Water ABN 93 066 902 501
	Date	11/04/2023	N
	Scale	1:1000	

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

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

RATES CERTIFICATE

Account No: 2532285346
Rate Certificate No: 30761290

Date of Issue: 11/04/2023
Your Ref: 420167

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/136 KITCHENER ST, BROADMEADOWS VIC 3047	5\PS635436	5008435	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	$19.70	$19.70
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	$112.45	$112.45
Parks Fee	01-07-2022 to 30-06-2023	$81.60	$0.00
Drainage Fee	01-04-2023 to 30-06-2023	$27.34	$27.34
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$157.73
		Total for This Property	$317.22

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
136 KITCHENER ST, BROADMEADOWS VIC 3047	5\PS635436	1201459	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Total Due $317.22

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5008435

Address: UNIT 1/136 KITCHENER ST, BROADMEADOWS VIC 3047

Water Information Statement Number: 30761290

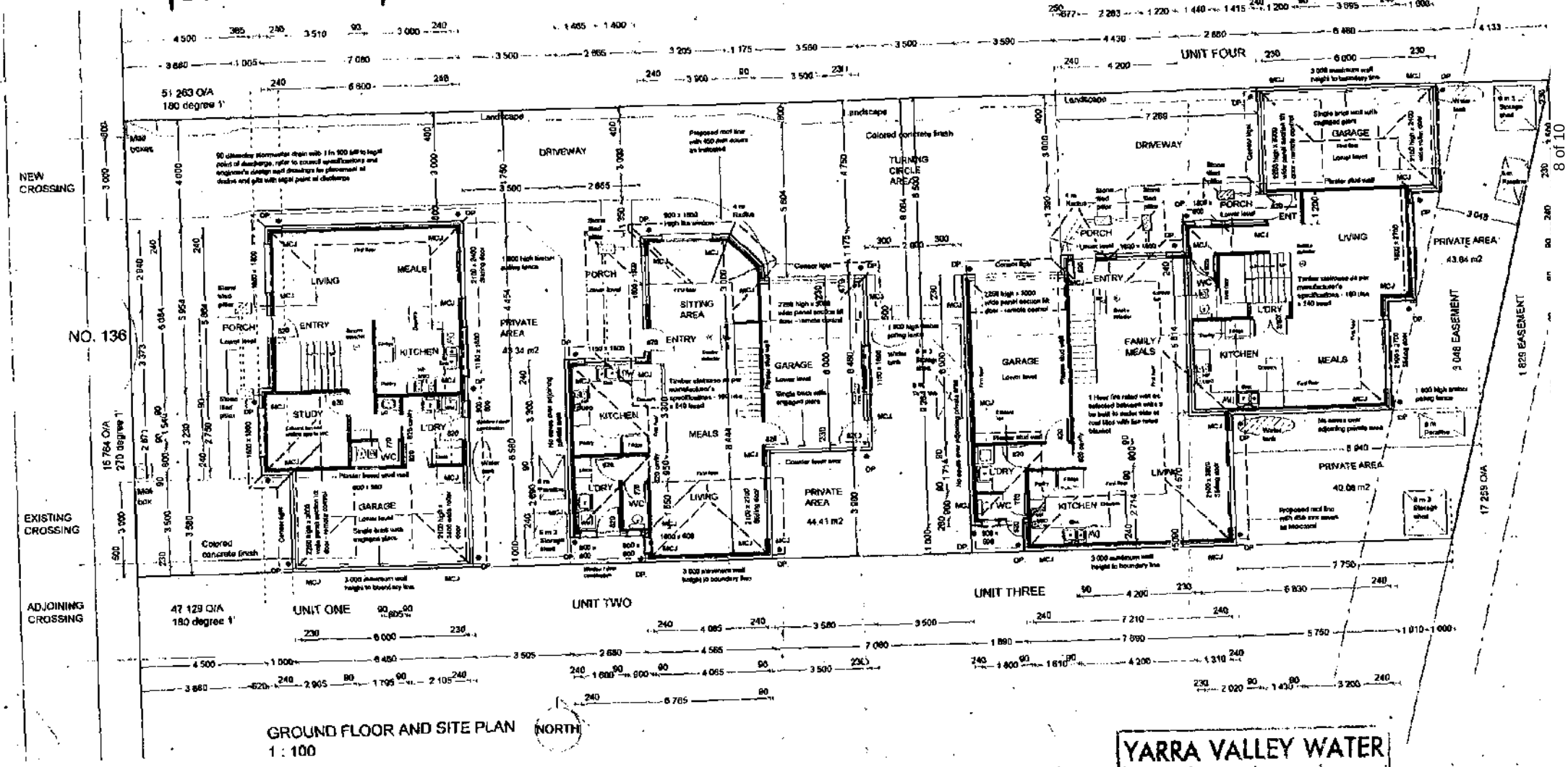
HOW TO PAY

BPAY

Biller Code: 314567
Ref: 25322853461

Amount Paid		Date Paid		Receipt Number	

PSP: 316840 Instrat: 15990756



GROUND FLOOR AND SITE PLAN
1 : 100

NORTH

YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 15/03/10
File No. 3-273569

8 of 10

Yarra Valley Water Ltd
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 15 March 2010

ENVER YILDIRIM
25 PYMBLE GARDENS
CRAIGIEBURN VIC 3064

Reference Number: 3-273569
Installation Number: 15990756

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name:
Property Address: 136 KITCHENER STREET BROADMEADOWS 4 UNIT DEVELOPMENT

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

B Pagey

Bernadette Pagey
Title: Development Officer
Phone: 9872 2559
Email: Bernadette.Pagey@yvw.com.au

Build Over Easement / Asset Conditions **Case Number: 3-273569**

Thank you for your application of 15/03/2010 to build Storage Sheds for Units 3 & 4 over the sewer/easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition(s);

The work must be carried out in accordance with the attached registered plan(s).

The storage sheds for units 3 & 4 must not have footings and must be removable to allow 24 hour access for Yarra Valley Water Contractors in case of emergency repair or maintenence of the sewer pipe.

CONDITIONS OF APPROVAL

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.
Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.
Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.
Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.

I will be glad to answer any questions you may have and may be contacted on the number shown.

Property Clearance Certificate

Taxation Administration Act 1997

INFOTRACK / ORANGE LEGAL GROUP PTY LTD

Your Reference:	1914/23:KA
Certificate No:	63033331
Issue Date:	11 APR 2023
Enquiries:	ESYSPROD

Land Address: UNIT 1, 136 KITCHENER STREET BROADMEADOWS VIC 3047

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38690132	5	635436	11470	940	$0.00

Vendor: BIRGUL SAHIN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS BIRGUL SAHIN	2023	$170,000	$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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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 IMP VALUE:	$447,000
SITE VALUE:	$170,000
AMOUNT PAYABLE:	**$0.00**

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 63033331

Power to issue Certificate

1. The Commissioner of State Revenue can 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. 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 payable' shown. 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 = $0.00

Taxable Value = $170,000

Calculated as $0 plus ($170,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 63033331

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: 63033331

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No 1

Address: 1/136 Kitchener Street, Broadmeadows 3047

This certificate is issued for	**Lot 5 on Plan of Subdivision No: 635436U**
Postal address is	**136 Kitchener Street Broadmeadows 3047**
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:	**13 April 2023**

IMPORTANT:

The information in this certificate is issued on: **13 April 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 for the lot annually $285 (insurance only. No admin/maintenance fees)
2.	The date which the fees for the lot have been paid up to is – 11/07/2023.
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 - N/A.
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: N/A.
6.	The owners corporation has the following insurance cover: • the name of the company: See attached certificate of insurance • policy 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.
8.	The total funds held by the owners corporation - The total funds should report the best available statement of financial position of the owners corporation. The statement of financial position at the end of the last financial year of the owners corporation on (insert date) 0.00 was:
	Assets: $0.00
	Maintenance fund (if prescribed owners corporation): Liabilities: $0.00
	Maintenance plan (if prescribed owners corporation): Total funds = $0.00
9.	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: No.
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - No
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details - No
12.	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 - No.
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details - No.
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details - No.
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No.
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. N/A- NO AGM Ever held

17.	Documents required to be attached to the owners corporation certificate are: • 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.	**NOTE:** More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: N/A – no register exists.

DATED the 13th day of April 2023.

This owners corporation certificate was prepared by: Orange Legal Group

Postal address	PO Box 411 Essendon North VIC 3041
(signature)	Kenan Akyildiz
(Print name)	Kenan Akyildiz
(name of management company if relevant) as delegate of the owners corporation	

Signature of Lot 5 Owner:

Birgul Sahin

Signature of Lot _____ Owner/s:

Signed: _____

Name: Hayri Yildirim
Owner of Unit 2 and 3

Signed: _____

Name:

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.

Enquiries: 13 10 10
Claims: 13 14 46 (24/7 for new claims)
gio.com.au

Certificate of Insurance

Your duty to us: no misrepresentation, is explained at the end of this Certificate of Insurance. Please read this information carefully.

If any of the information below is incorrect or incomplete, please contact us on **13 10 10.**

Policy number HGS038817200

Insured: Strata Plan No Sp635436

Type of cover: Strata Insurance

Insured address	UNITS 1 2 3 4 136 KITCHENER ST, BROADMEADOWS VIC 3047
Building sum insured	$972,400
Legal Liability	up to $20 million
Period of insurance	From 11 July 2022 until 11:59pm 11 July 2023

Excess details

You may be able to reduce your premium if you choose a higher standard excess.

Building standard excess $1,000

You will have to pay the following excesses in addition if they apply in the circumstances of your claim

Water damage excess	$200
Theft or burglary by tenants or their guests excess	$500
Malicious acts or vandalism by tenants or their guests excess	$500
Earthquake and tsunami excess	$300
Unoccupied excess	$1,000

Insurance issued by AAI Limited ABN 48 005 297 807 trading as GIO

What you have told us

You have told us the following about the insured address

- It is a townhouse complex
- It has a mix of owner occupied & tenanted units
- There is no business activity operating at or from the insured address
- The insured address is well maintained and in good condition. This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other pests; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.
- It is not undergoing any renovations

You have told us the following about the construction of the building

- It is a double level with 4 units, brick walls, tile roof, built in 2011
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational facilities
- The building does not have any balconies

You have told us the following about the security of the insured address

- There is no additional door or building security
- It has monitored smoke detectors installed

Insurance history

You have told us that in the past 3 years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim
- You or anyone to be insured under this policy have NOT had any insurance claims on strata insurance (excluding any claims made on this policy)

If any of the above information is incorrect, please contact us.

Your duty to us: no misrepresentation

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

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

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

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

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

For complaints concerning GIO products or services, you can phone us on 1300 264 094; write to us at: GIO Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@gio.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as GIO (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

Insurance issued by AAI Limited ABN 48 005 297 807 trading as GIO

Enquiries: 13 10 10
Claims: 13 14 46 (24/7 for new claims)
gio.com.au

STRATA PLAN NO SP635436
UNIT 47
360 BOURKE ST
SURRY HILLS NSW 2010

Strata Insurance Account

Payment details

Policy number	HGS038817200
Period of insurance	11-07-2022 to 11-07-2023
Total amount paid	$1,138.37

For full info on ways to save go to gio.com.au/save

Dear Policy Holder,

Thank you for insuring your Strata Building with GIO.

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

Your Certificate of Insurance is a record of the information you provided to us during your application. Please review this information and the Your duty to us: no misrepresentation section at the end of your Certificate of Insurance carefully. If you have any questions, further information to tell us, or any of your details are incorrect, please call us on 13 10 10.

Here are some of the benefits you can enjoy as part of your cover:

- ✓ **Flood cover automatically included**
- ✓ **Legal liability cover up to $20 million**
- ✓ **Office bearer's liability cover up to $1 million automatically included**

Please see the PDS for full details.

Regards,

The GIO Team

Payment received, thank you

Amount Paid: $1,138.37

Insurance issued by AAI Limited ABN 48 005 297 807 trading as GIO

Your premium covers

This document will be a Tax Invoice for GST when you have made your payment. It is to enable you to claim input tax credits if they apply to your business.

Type of Cover / Insured Address	Base Premium	Stamp Duty	GST	Total Amount Paid
UNITS 1 2 3 4 , 136 KITCHENER ST, BROADMEADOWS VIC 3047				
Your Building	$940.80	$103.49	$94.08	$1,138.37

Ways to save

You can trust GIO to offer you our best deal possible. If you believe you are eligible for any of these discounts but they are not shown on your certificate of insurance or account, please contact us. Here's a reminder of the ways to save



Increase your excess and save

We provide a range of excess options you may be eligible for, the more you increase your excess the lower your premium will be.

Conditions apply, ask us for details. If you are eligible for more than one discount, we apply any subsequent discount to the already discounted rated premium (usually before adding taxes and charges). Minimum premiums may apply. Please read the relevant Product Disclosure Statement before you make any decision regarding this product, available at https://www.gio.com.au/policy-documents.html. The Target Market Determination is also available.

Insurance issued by AAI Limited ABN 48 005 297 807 trading as GIO

← Transaction details

TRANSACTION SENT

Confirmation ID:
H4735110344

Amount	**- $284.59**
Status	**Processed**
To	**ANTHONY HANSEN** BSB: 304-278 Acc: 01-051-70 Bankwest (A Division of the Commonwealth Bank of Australia)
When	**Thursday, 7 Jul 2022** **2:28 pm AEST**
Reference	**STRATA KITCHENERST**
Description	**1/136 kitchener st broadmeadows**
Service	Osko

Code 135

Residential Tenancy Agreement©

The Real Estate Institute of Victoria Ltd | www.rev.com.au | ABN 84 004 216 397

Residential Tenancies Act 1997
(Section 26(1))

Residential Tenancies Regulations 2008
(Regulation 7)

THIS agreement is made on the **03rd** day of **July**, 20 **18**

at **Suite 1, 757 Pascoe Vale Road, Glenroy, VIC 3046**

BETWEEN **Birgul Sahin**
(LANDLORD) **C/- Jason Real Estate (Sales) Pty Ltd**

(Name, ACN (if landlord is a company) and address)

(*whose agent is **Jason Real Estate (Sales) Pty Ltd**
66 139 745 323
Suite 1, 757 Pascoe Vale Road, GLENROY, VIC 3046
(03) 9304 1444) *strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

AND **Ismail Turk**
(TENANT) **1/136 Kitchener Street, BROADMEADOWS, VIC, 3047**

Gamze Turk
1/136 Kitchener Street, BROADMEADOWS, VIC, 3047

(Name, ACN (if tenant is a company) and address)

REV

1. PREMISES

The landlord lets the premises known as **1/136 Kitchener Street, BROADMEADOWS, VIC, 3047**

(*together with those items indicated in the schedule) *strike out if not applicable.

2. RENT

The rent amount is $**1,647.00** The date the first rent payment is due is **07 / 07 / 2018**

Pay period: ☐ weekly ☐ fortnightly ☒ monthly **7th day of every calendar month** (insert the date of each month when the rent is due)

Place of payment: **Via Direct Debit Method**

3. BOND

The tenant must pay a bond of $**1,647.00** to the Landlord/agent on **23 / 06 /2017**

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME **Ismail Turk** AMOUNT $_____

NAME **Gamze Turk** AMOUNT $_____

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

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4. PERIOD

(a) The period of the agreement is **Twelve (12) months**

commencing on the **07th** day of **July**, 20**18**

and ending on the **06th** day of **July, 2019**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence from the _____ day of _____, 20 _____

and continue until terminated in accordance with the **Residential Tenancies Act 1997.**

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT, **Ismail Turk**
[check one box only]

☐ ~~Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:~~

Email address _____

OR

☒ Does Not Consent to the electronic service of notices and other documents.

The TENANT, **Gamze Turk**
[check one box only]

☐ ~~Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:~~

Email address _____

OR

☒ Does Not Consent to the electronic service of notices and other documents.

The LANDLORD, **Birgul Sahin**
[check one box only]

☐ ~~Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:~~

Email address _____

OR

☒ Does Not Consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

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(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

THE LANDLORD MUST -

(a) ensure that the premises are maintained in good repair; and

(b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

(a) The TENANT must ensure that care is taken to avoid damaging the rented premises.

(b) The TENANT must take reasonable care to avoid damaging any common areas.

(c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

(a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.

(b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

(a) The TENANT must not use or allow the premises to be used for any illegal purpose.

(b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

(a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

(b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the **Residential Tenancies Act 1997.**

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

***Schedule of items (See Clause 1)**

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ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** *in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997on line at the Parliament of Victoria website http://www.parliament.vic.gov.au/ by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website http://www.parliament.vic.gov.au/ by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

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must have the service re-connected or repaired at your cost.

14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.

15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnity me against fair wear and tear to my premises.

19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

21.1 Except as allowed by this by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.

21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.

22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.

22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.

23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

24. Looking after the garden at my premises

24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.

24.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.

24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.

24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

25.1 Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.

25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission

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is given, it may be on reasonable conditions.

25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -

26.2 (a) a pro-rata letting fee;

26.2 (b) advertising or marketing expenses;

26.2 (c) rental data base checks on applicants;

26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If you intend to leave my premises when your tenancy ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.

27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.

27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.

27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

28. Remaining at my premises after your tenancy ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

29. If I require my premises when your tenancy ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing the locks and alarm code at my premises

30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.

30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

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31. 'To Let', 'auction' and 'for sale' signs at my premises

31.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

31.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32. Owners corporation rules and my premises

32.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)

32.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.

32.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.

33. You cannot use your bond to pay your rent for my premises

33.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

33.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing the rent for my premises

34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.

34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.

34.3 If this is a periodic residential tenancy agreement -

(a) if I propose to increase your rent, I will give you at least 60 days notice; and

(b) the notice I give you will be in the form prescribed for the purpose.

34.4 I acknowledge I must not increase your rent at intervals of less than 6 months.

35. Receipt of condition report / statement of rights and duties for my premises

35.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent -

(a) two copies of a condition report signed by me or by my managing agent; and

(b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

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Residential Tenancy Agreement©

Signature of landlord (s) **Birgul Sahin**

Signature of tenant(s) Ismail Turk ISMAIL TURK

Gamze Turk GAMZE TURK

LANDLORD/AGENT TO COMPLETE:

***URGENT REPAIRS:**
(*This section MUST be completed if an agent is to manage the premises)

The agent *can ~~*cannot~~ authorise urgent repairs
(*delete the one that does NOT apply, check Authority)
*The maximum amount for repairs which the agent can authorise is: $1,800.00
(*only complete if the agent can authorise urgent repairs, check Authority) (insert $)

The agent's telephone number for urgent repairs is: * Office 9304 1444 or if after hours Charlie 0418 348 910
(insert number)

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Additional Clauses

1. The **TENANT/S** acknowledges; that the bond paid under the agreement has been forwarded in accordance with the requirements of the Residential Tenancies Act 1997 with the Centralised Bond Authority.

2. The **TENANT/S** acknowledges; having been advised that the refund of the bond can only be achieved by all tenants signing and lodging a bond claim form with the Centralised Bond Authority.

3. The **TENANT/S** acknowledges; that the bond money paid is held as a bond against the tenant not carrying out the conditions of the lease agreement and not vacating the property in good clean condition. The tenant further understands and acknowledges that under the Residential Tenancies Act 1997, a fine of 10 penalty units is applicable if the tenant refuses to pay rent on the grounds that the Tenants intends to regard the bond, or any part of the bond as rent paid in respect of the rented premises.

4. The **TENANT/S** acknowledges; having being advised that all rental charges are paid by Direct Debit and further acknowledges having read the Direct Debit Service Agreement. The **TENANT/S** agrees to the terms and conditions of the Direct Debit Service Agreement and understands that rental charges are at all times must be paid in advance and in full as agreed and stated in the lease. Tenants understand and agree to pay our office a $30.00 dishonour/administration fee for any payment that is returned to our office as a dishonor payment.

5. The **LANDLORD/S** and the **TENANT/S** mutually agree that the **TENANT/S** will not smoke inside the property. At the final inspection of the property and the end of tenancy if the **LANDLORD/S** or **LANDLORD/S AGENT** believes that the smoking has impregnated the fittings of the property, the **TENANT/S** agrees that the curtains/blinds will be dry cleaned and the carpets will be steam cleaned and where necessary the walls will be washed down at the **TENANT/S** expense.

6. The **LANDLORD/S** acknowledges the **TENANT/S** right to change the locks at the rental property; providing a duplicate key is given to the **LANDLORD/S** or **AGENT**. The **TENANT/S** acknowledges; that whilst all due care and attention has been taken, the **LANDLORD/S** cannot guarantee that all keys to the property were returned by the previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced. The cost of any lock change will be the **TENANT/S** responsibility.

7. The **TENANT/S** acknowledges that hooks erected on the walls are **PROHIBITED** unless given written approval by the **LANDLORD/S / AGENT** to do so. The **TENANT/S** also acknowledges; that if hooks were erected without consent, they are liable for any damage the hook has caused to the walls.

8. The **TENANT/S** hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at this property and further agrees to pay any and all expenses arising from any repairs or replacements including the cost of having the carpets treated for fleas at the end of the tenancy. The **TENANT/S** further agrees to ensure all pet droppings are cleaned from the front and rear yards of the premises regularly.

9. The **TENANT/S** acknowledges; that the **Condition Report** provided at the commencement of the tenancy must be signed and returned to the **AGENT** within 3 business days after commencing occupancy of the premises. If the **Condition Report** is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of the tenancy.

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10. The **TENANT/S** must regularly check each smoke detector installed in the premises to confirm that it is kept fully operational. These checks are to ensure the safety of the **TENANT/S** and the security of the premises. The **TENANT/S** must replace the battery in each smoke detector as required. The **TENANT/S** must immediately notify the **Agent** of any faulty smoke detector (and confirm this advice to the **Agent** in writing the same day).

11. The **TENANT/S** agrees to have the carpets **Professionally Cleaned** upon vacating the premises with the cost paid by the **TENANT/S** or taken from the **BOND**; should sufficient funds be available. **TENANT/S** MUST provide the **AGENT** with an invoice/receipt for such work. The cleanliness of the carpets as stated on the ingoing Condition Report completed at the commencement of the **Tenancy Agreement** will be taken into consideration. **Note: This is required as Supermarket hire machines, have in many instances, been the cause of damage to carpets. The TENANT/S will be held responsible for any damage made to carpets on the premises.**

12. The **TENANT/S** shall pay the Landlord's costs in relation to the serving of any notice/s required under the **Residential Tenancies Act** where a **TENANT/S** is in breach of this **TENANCY AGREEMENT**. **TENANT/S** further agree that **TENANT/S** name and breach details will be listed to **National Tenancy Database** and/or **Veda** if a **VCAT** order has been granted and the amount declared by the **VCAT** order remain unpaid within 14 days from the date of the order.

13. The **TENANT/S** acknowledges; that parking on grass areas on the property is **PROHIBITED**. At the routine / final inspection if the **LANDLORD/S / AGENT** believe that cars have been parked on the grass areas the **TENANT/S** will be liable to fix any damage caused to the grass and ground. This includes visitors.

14. The **TENANT/S** shall deposit all rubbish including; cartons and newspapers are to be placed in approved receptacles with a tight fitting lid as required by the Heath Department and local council by-laws. Such rubbish receptacles shall be kept only in the place provided and placed out by the **TENANT/S** for collection by the Local Council or Health Department and returned to its allocated place.

15. The **TENANT/S** acknowledges and agrees that those nominated in the application form/s will reside at the stated premises. Any change to this must be submitted to the **LANDLORD/S** or **AGENT** and written permission given prior to the third party moving into the premises.

16. In the event of the **TENANT/S** needing to vacate the property herein leased prior to the expiration of the term herein the tenant/s agree to give Jason Real Estate Sales Pty Ltd a minimum 28 days written notice. If the Landlord is agreeable to the tenant's request, then tenant/s hereby appoint **JASON REAL ESTATE SALES PTY LTD of 2018 Melrose** Drive, Tullamarine VIC 3043; to act on my/our behalf and seek a replacement tenant on the terms and conditions specified by the landlord. I/We understand and acknowledge that I/We are liable for a re-letting fee of 5.5% of the annual rent (pro-rata) and advertising cost of $300 plus GST and are responsible for all rent due from the time of vacating to the expiration of the lease until such time a replacement tenant is accepted by the landlord. **We further acknowledge and accept that the advertising expense is payable in advance.** I/We will not use our bond as rent due as per special condition three (3).

17. The outgoing **TENANT/S** agrees to pay a fee of **$110.00** for the transfer of lease from any tenants to another. Original **TENANT/S** must remain on lease otherwise break lease fees will apply.

18. The **TENANT/S** acknowledges and agrees that the **LANDLORD'S AGENT** will conduct regular routine inspections **(PLEASE NOTE THAT PHOTOS WILL BE TAKEN OF THE PROEPRTY IN THE ROUTINE INSPECTION)** with or without the presence of the **TENANT/S** upon giving the tenant 1 week notice of such inspection and the **TENANT/S** agrees that the 1st inspection will be carried out after the **TENANT/S** has occupied the property for 3 months and thereafter, every 6 months during tenancy.

X I.T

X G.T.

19. The **TENANT/S** shall indemnify the **LANDLORD/S** of any loss and/or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **TENANT/S** or anyone on the premises with the consent of the **TENANT/S**. Without limiting the generality of the foregoing, the **TENANT/S** shall indemnify the LANDLORD/S for the cost of repairs to plumbing blockages caused by the **NEGLIGENCE** or **MISUSE** of the **TENANT/S.**

20. We the **TENANT/S** herby acknowledge that if the situation arises throughout **MY/OUR TENANCY** at the property that a plumber/trades person is required to respond to a call from **MYSELF/OURSELVES** due to not having hot water. If the findings from the plumber/trades person is only the **PILOT LIGHT** to the hot water services needed to be ignited; **I/WE** agree to accept full responsibility of all cost incurred for the service call provided.

21. The **AGENT** does not guarantee that a spare set of **KEY/S** is held for the property.

22. We the **TENANT/S** hereby acknowledge; that the **LANDLORD/S MUST GIVE PRIOR APPROVAL** in regards to pet/s being kept at the property. We the **TENANT/S** also agree to repair and/or undertake any cleaning associated with having pet/s at the property. All costs of repair and/or cleaning relating to pet/s at the property will be the **TENANT/S** responsibility.

23. We the **TENANT/S** agree to clean the all air conditioner filters every 6 months.

Signed by Tenant/s on 09/09/16

Signed by Landlord/s on ...../...../.....