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**VENDOR:**

**PANKTI CHANDEL**

**PROPERTY:**

**6 SANKURU ROAD TRUGANINA VIC 3029**

**CONTRACT OF SALE OF REAL ESTATE**

**KELLY & CHAPMAN**

LAWYERS  
+  
NOTARY PUBLIC

Level 1, 300 Centre Road, Bentleigh, 3204  
TEL 9557 2915

SGP: 38591

# Contract of sale of land

**Property:** 6 SANKURU ROAD, TRUGANINA VIC 3029

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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**WARNING TO ESTATE AGENTS**

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

**WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.**

# 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

in that order of priority

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:**

\_\_\_\_\_ on \_\_\_\_\_

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

State nature of authority, if applicable:

Not 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 \_\_\_\_\_

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

**PANKTI CHANDEL**

State nature of authority, if applicable:

Not Applicable

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

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**Particulars of sale**

**Vendor's estate agent**

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

**Vendor**

Name:   
Address:   
ABN/ACN:   
Email:

**Vendor's legal practitioner or conveyancer**

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

**Purchaser's estate agent**

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

**Purchaser**

Name:   
Address:   
ABN/ACN:   
Email:

**Purchaser's legal practitioner or conveyancer**

Name:   
Address:   
Email:   
Tel:  Fax:  DX:  Ref:

**Land (general conditions 7 and 13)**

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: <input type="text" value="12383"/>	Folio: <input type="text" value="996"/>	<input type="text" value="24023"/>	<input type="text" value="PS839295Y"/>
Volume: <input type="text"/>	Folio: <input type="text"/>	<input type="text"/>	<input type="text"/>

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is:

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

**ALL FIXED FLOOR COVERINGS, LIGHT FITTINGS, WINDOW FURNISHINGS AND ALL FIXTURES AND FITTINGS OF A PERMANENT NATURE, INCLUDING DISHWASHER AND TV ANTENNA.**

**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 condition 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 further 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*

### **GC 23 – special condition**

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

### **GC 28 – special condition**

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

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## Special Conditions

### 1. AUCTION (if applicable)

The property is offered for sale by auction subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 5 of the Sale of Land (Public Auctions) Regulations 2014, or any rules prescribed by regulation which modify or replace those Rules.

### 2. PLANNING SCHEMES

The land is sold subject to any restriction as to use under any order, plan, scheme, regulation, Section 173 Agreement or by-law made by any authority empowered by any legislation to control the use of land. No such restriction shall constitute a defect in the vendor's title or affect the validity of this contract and the purchaser shall not make any requisition or objection or be entitled to any compensation from the vendor in respect thereof.

### 3. NO REPRESENTATIONS

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

### 4. DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

### 5. DEPOSIT HELD BY KELLY AND CHAPMAN AS STAKEHOLDER

The parties direct that the deposit payable by the purchaser hereunder may be paid by the vendor's agent to Kelly & Chapman Lawyers as stakeholder (as per the provisions of Section 24 of the *Sale of Land Act 1962*). Kelly and Chapman Lawyers shall be authorised to hold the deposit in a Trust Account with a Bank nominated by Kelly & Chapman Lawyers until the earlier of the Settlement Date or the date on which the deposit is released pursuant to Section 27(1) of the provisions of the *Sale of Land Act 1962* (as amended).

### 6. CORPORATE GUARANTEE

#### 6.1. Entitlement to a Guarantee

If the Purchaser is or includes a company, the company simultaneously with the execution of this contract must procure the execution of the Guarantee annexed to this Contract by –

- (i) two directors of the purchaser company; or
- (ii) one director and the company secretary; or
- (iii) with the written consent of the vendor, it's shareholders.

#### 6.2. Failure to Procure Execution

If the purchaser is requested to arrange for the execution of a guarantee in accordance with this Special Condition or any other Condition and any person so required to execute the guarantee fails to do so within 14 days of being requested or required (as the case may be), then the vendor may exercise the vendor's remedies on default by written notice to the purchaser.

#### 6.3. Form of Guarantee

The guarantee referred to in this Special Condition shall be in the form and to the effect of the form of guarantee annexed.

### 7. FIRB APPROVAL

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

7.2. If there is a breach of the warranty contained in Special Condition 9.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

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

### 8. ADJUSTMENTS

In addition to the provisions of General Condition 23 herein contained, the purchaser must at the time of providing the Statement of Adjustments, also provide to the vendor's solicitor all rating certificates in support of the Statement of Adjustments which are required to be current and no older than 60 days than the due date of Settlement in accordance with the terms of this contract.

## 9. GST WITHHOLDING – RESIDENTIAL PREMISES OR POTENTIAL RESIDENTIAL LAND

9.1. The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because the vendor is not registered for GST
<input checked="" type="checkbox"/> the premises are new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input checked="" type="checkbox"/> The vendor is not registered for GST nor is required to be registered for GST	

9.2. The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

### 9.3. Vendor's notice

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

### 9.4. Amount to be withheld by the purchaser

- (i) Where the margin scheme applies, the amount to be withheld by the purchaser is 7% of the purchase price, otherwise, 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (ii) Purchaser to notify the Australian Taxation Office
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

### 9.5. Purchaser to remit withheld amount

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

### 9.6. Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

## 10. POOL REGISTRATION AND FENCING COMPLIANCE

The vendor(s) makes no warranties nor representations that any pool or spa or any body of water on the property has been registered with the relevant council nor that the pool or spa or any body of water has a compliant safety barrier as defined in the *Building Regulations 2006* (Vic).

The purchaser(s) acknowledges and agrees that it shall be responsible for registering the pool or spa or body of water with the council (if not done so already by the vendor), ensuring that the pool or spa or body

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of water has a compliant safety barrier and lodging a barrier compliance certificate with the council.

The purchaser(s) shall not make any objection, nor requisition, claim any compensation (now nor at anytime in the future) nor delay settlement as a result of the issue or non-issue or the lodgement or non-lodgement of any barrier compliance certificate.

#### **11. CONDITION OF THE PROPERTY**

The Purchaser hereby accepts the current condition of the property and must not claim for compensation, nor refuse or delay payment of the price, because of any of the following:

- (i) a misdescription of the land;
- (ii) a deficiency in its area or measurements;
- (iii) improvements not being erected within the boundaries of the land;
- (iv) the condition of the property, any patent or latent defects affecting the property including to the fixtures, fittings and chattels;
- (v) the issue or non-issue of building permits and/or completion of final inspections by the relevant authorities.

#### **12. VENDOR'S LAND TAX**

Notwithstanding any other condition or provision contained in this Contract (this special condition taking priority in all respects as to land tax), any land tax liability attached to or as a charge on the property whatsoever (whether already raised now or arising after the Day of Sale but before Settlement, including any proportional or multiple holding, trust surcharge, vacant tax liability, foreign citizen loading, absentee owner surcharge or the like) is to remain the vendor's responsibility, and is to be paid in full by the vendor at settlement and will not be adjusted whatsoever at settlement between the parties.

For the avoidance of doubt, the purchaser shall not be required to contribute in any way to the vendor's land tax liability for the calendar year in which settlement takes place or for any prior year.

The vendor hereby indemnifies and agrees to keep indemnified the purchaser against any land tax liability that arises from the calendar year in which settlement takes place, or is raised, payable or levied, for any period prior to settlement.

This special condition shall not merge at settlement and shall continue in full force and effect notwithstanding completion of settlement.

#### **13. CHRISTMAS CLOSURE**

The parties agree that if the settlement date as shown in the Particulars of Sale falls during the period 22<sup>nd</sup> December – 15<sup>th</sup> January of any year (both inclusive), settlement will be deemed to take place on 16<sup>th</sup> January or next business day after 16<sup>th</sup> January.

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## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

## 25. GST WITHHOLDING

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## 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.

---



---

**EXECUTED AS A DEED**

<b>SIGNED SEALED &amp; DELIVERED</b>	)
<b>BY</b>	)
in the presence of:	_____
	Signature
_____	
Signature of witness	
_____	
Print name of witness	

<b>SIGNED SEALED &amp; DELIVERED</b>	)
<b>BY</b>	)
in the presence of:	_____
	Signature
_____	
Signature of witness	
_____	
Print name of witness	

INFORMATION ONLY

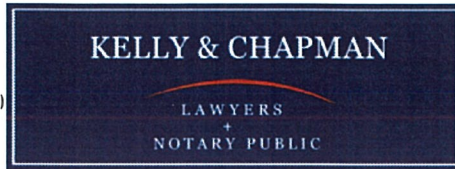
**MISKO VUJNOVIC** LL.B. (Bosnia) LL.B. (Melb)  
PRINCIPAL + NOTARY PUBLIC

**KATRINA BRISTOW** LL.B. BA (Melb)  
SENIOR LAWYER

Accredited LIV Family Law Specialist

**VICKI KOUTSANTONIS** LL.B. (Hons) (Deakin)  
Barrister & Solicitor  
ASSOCIATE

**SUSAN GALE-PHILLIPS** Dip. Conveyancing  
B Med Sci (Hons) Dip Ed. PhD (Biochemistry)  
LICENSED CONVEYANCER (Licence No. 001621L)



INCORPORATING THE PRACTICES OF  
**A K KING & ROSSI**  
**L K MCGREGOR & CO**  
**J K EDWARDS & CO**



## GST WITHHOLDING NOTICE

The vendor hereby provides the purchaser(s) with a GST withholding notice in accordance with the requirements of section 14-255(1)(b) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* as follows:

In the case of PANKTI CHANDEL, Sole Proprietor registered on the title for the property at:

6 SANKURU ROAD TRUGANINA VIC 3029

Certificate of Title: Volume 12383 Folio 996

New property: Occupancy Permit No 6785911343864 issued 27/06/2024

The vendor hereby notifies the purchaser(s) that they do not have a withholding obligation for the property for the following reasons:

- The vendor is not registered for GST; and
- The vendor is not required to be registered for GST in this case.

If you have any queries, please do not hesitate to contact us.

Yours faithfully

**Susan Gale-Phillips**

Licensed Conveyancer 001621L

**Kelly & Chapman**

Level 1, 300 Centre Road  
Bentleigh Vic. 3204 Australia  
PO Box 147, Bentleigh Vic. 3204

**Telephone: (03) 9557 2915**  
E-mail: [reception@kellyandchapman.com.au](mailto:reception@kellyandchapman.com.au)  
Internet: [www.kellyandchapman.com.au](http://www.kellyandchapman.com.au)


# 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.

<b>Land</b>	6 SANKURU ROAD, TRUGANINA VIC 3029	
<b>Vendor's name</b>	PANKTI CHANDEL	<b>Date</b> 15/10/2024
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 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.
- (b) Land Tax may be applicable if land value exceeds \$250,000.00 or a change of use occurs. The purchaser will remain liable for any adjusted increase in a new assessment after 31 December of the current calendar year.

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

Not Applicable.

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows

AVPCC No.

Is the land tax reform scheme land within the meaning of the CIPT Act?

YES  NO

(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows

Date:

OR

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

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

### 4.2 Agricultural Chemicals

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

Nil.

### 4.3 Compulsory Acquisition

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

Nil.

## 5. BUILDING PERMITS

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

See certificate attached.

## 6. OWNERS CORPORATION

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

See attached certificate.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

See attached certificate.

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 9. 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 1000m<sup>2</sup>; (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

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

### 13. ATTACHMENTS

- Title search
- Plan
- Planning Certificate
- Planning Property Report
- Building Certificate
- GAIC Certificate
- Land Information Certificate
- Water information Certificate
- Land Tax Certificate
- VicRoads Certificate
- Due Diligence Checklist

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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 12383 FOLIO 996

Security no : 124118804209T  
Produced 06/10/2024 09:10 AM

LAND DESCRIPTION

Lot 24023 on Plan of Subdivision 839295Y.  
PARENT TITLES :  
Volume 12349 Folio 181  
Volume 12381 Folio 601 to Volume 12381 Folio 602  
Created by instrument PS839295Y 16/06/2022

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
PANKTI CHANDEL of 1 MOCKRIDGE DRIVE MILL PARK VIC 3082  
AV802784L 30/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV802785J 30/06/2022  
WESTPAC BANKING CORPORATION

COVENANT PS839295Y 16/06/2022

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

DIAGRAM LOCATION

SEE PS839295Y 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: 6 SANKURU ROAD TRUGANINA VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 30/06/2022

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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Document Type	<b>Plan</b>
Document Identification	<b>PS839295Y</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>06/10/2024 09:21</b>

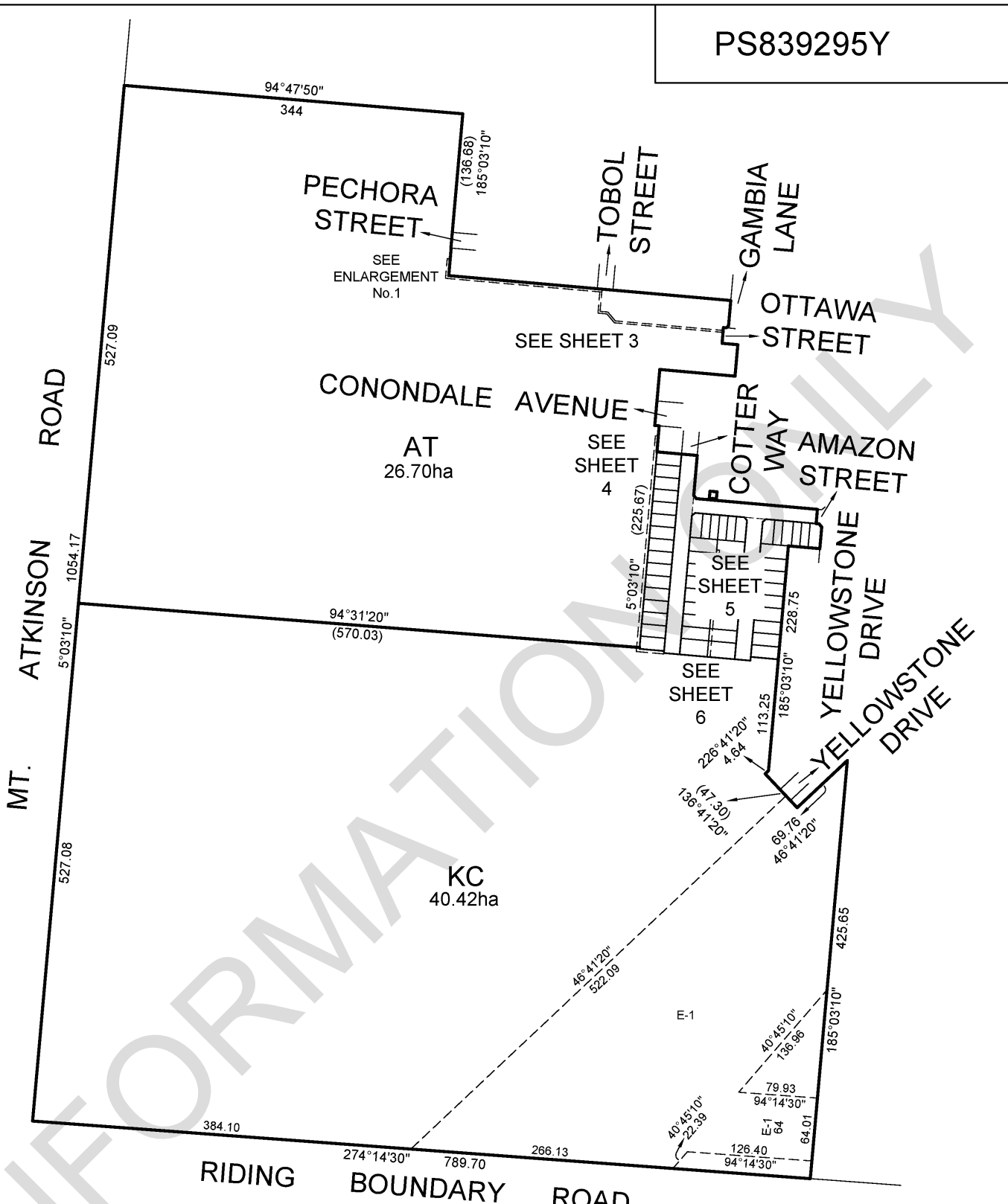
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<h1>PLAN OF SUBDIVISION</h1>		<h2>EDITION 1</h2>	<h1>PS839295Y</h1>
<b>LOCATION OF LAND</b>  PARISH: <b>DERRIMUT</b> TOWNSHIP: - SECTION: 17 CROWN ALLOTMENT: - CROWN PORTION: 3 (Part), 5 (Part) TITLE REFERENCE: Vol. 12381 Fol.601 Vol. 12381 Fol.602 Vol. 12349 Fol. 181 LAST PLAN REFERENCE: Lot AR on PS839277B Lot KB on PS839277B Lot AN on PS836062Q POSTAL ADDRESS: Cotter Way (at time of subdivision) TRUGANINA 3029  MGA 94 CO-ORDINATES: E: 296 550 ZONE: 55 (of approx centre of land in plan) N: 5 817 200		Council Name: Melton City Council  Council Reference Number: Sub5754 Planning Permit Reference: 2018/6258/1 SPEAR Reference Number: S163954H  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 22/03/2021  <b>Statement of Compliance</b>  This is a statement of compliance issued under section 21 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Karen Gaskett for Melton City Council on 02/06/2022	
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	Lots 24001 to 24055 may be affected by one or more restrictions. Refer to Creation of Restrictions A, B and C on sheets 7 & 8 of this plan for details.	
Road R1 Reserve No.1	Melton City Council Powercor Australia Ltd		
<b>NOTATIONS</b>			
DEPTH LIMITATION: Does Not Apply			
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision. Planning Permit No. 2018/6258  This survey has been connected to permanent marks Pywheijorrk PM3, PM46, PM56 and PM57 Derrimut PM191-193, PM195, PM217, PM791-796 In Proclaimed Survey Area: Not Applicable			
<b>MT. ATKINSON - Release No. 24</b> Area of Release: 2.525ha No. of Lots: 55 Lots, Balance Lots AT & KC			
<b>EASEMENT INFORMATION</b>			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1	Transmission of Electricity	See Diag.	J833604
E-2	Drainage	3	This Plan
	Sewerage		
EASEMENTS E-3 TO E-5 HAVE BEEN OMITTED FROM THIS PLAN			
E-6	Drainage	2	PS836056K
E-7	Drainage	3	PS836056K
	Sewerage		
		SURVEYORS FILE REF: Ref. 02691-S24 Ver. 6	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 8
Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorssds.com.au		Digitally signed by: Craig Neil Lyons, Licensed Surveyor, Surveyor's Plan Version (6), 23/05/2022, SPEAR Ref: S163954H	
PLAN REGISTERED TIME: 2.43PM DATE:16/06/22 GARY M ROBERTSON Assistant Registrar of Titles			

PS839295Y



MT. ATKINSON ROAD

94°47'50"  
344  
PECHORA STREET  
SEE ENLARGEMENT No.1

TOBOL STREET

GAMBIA LANE

OTTAWA STREET

CONONDALE AVENUE

AT  
26.70ha

AMAZON STREET

COTTER WAY

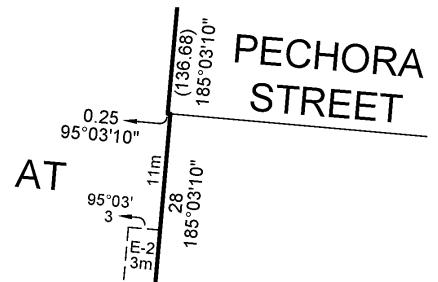
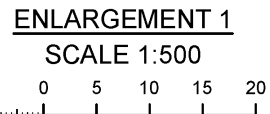
YELLOWSTONE DRIVE

94°31'20"  
(570.03)

KC  
40.42ha

YELLOWSTONE DRIVE

RIDING BOUNDARY ROAD



**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE 1:4000  
40 0 40 80 120 160  
LENGTHS ARE IN METRES

Digitally signed by: Craig Neil Lyons, Licensed Surveyor,  
Surveyor's Plan Version (6),  
23/05/2022, SPEAR Ref: S163954H

ORIGINAL SHEET SIZE: A3

Digitally signed by:  
Melton City Council,  
02/06/2022,  
SPEAR Ref: S163954H

Ref. 02691-S24  
Ver. 6

SHEET 2

PS839295Y

SEE SHEET 2

PECHORA STREET

TOBOL STREET

GAMBIA LANE

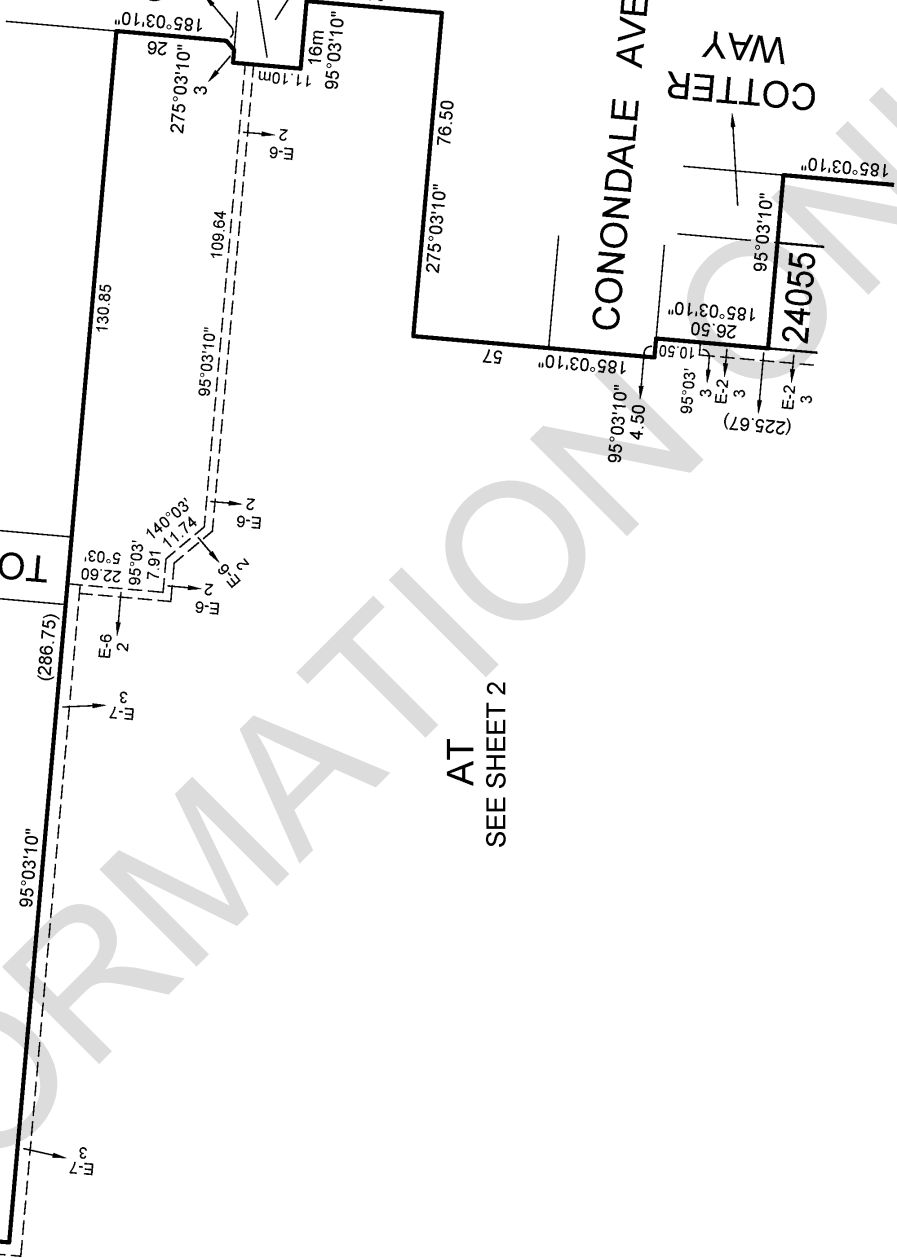
OTTAWA STREET

CONONDALE AVENUE

COTTER WAY

SEE ENLARGEMENT No.1 ON SHEET 2

MGA94 ZONE 55

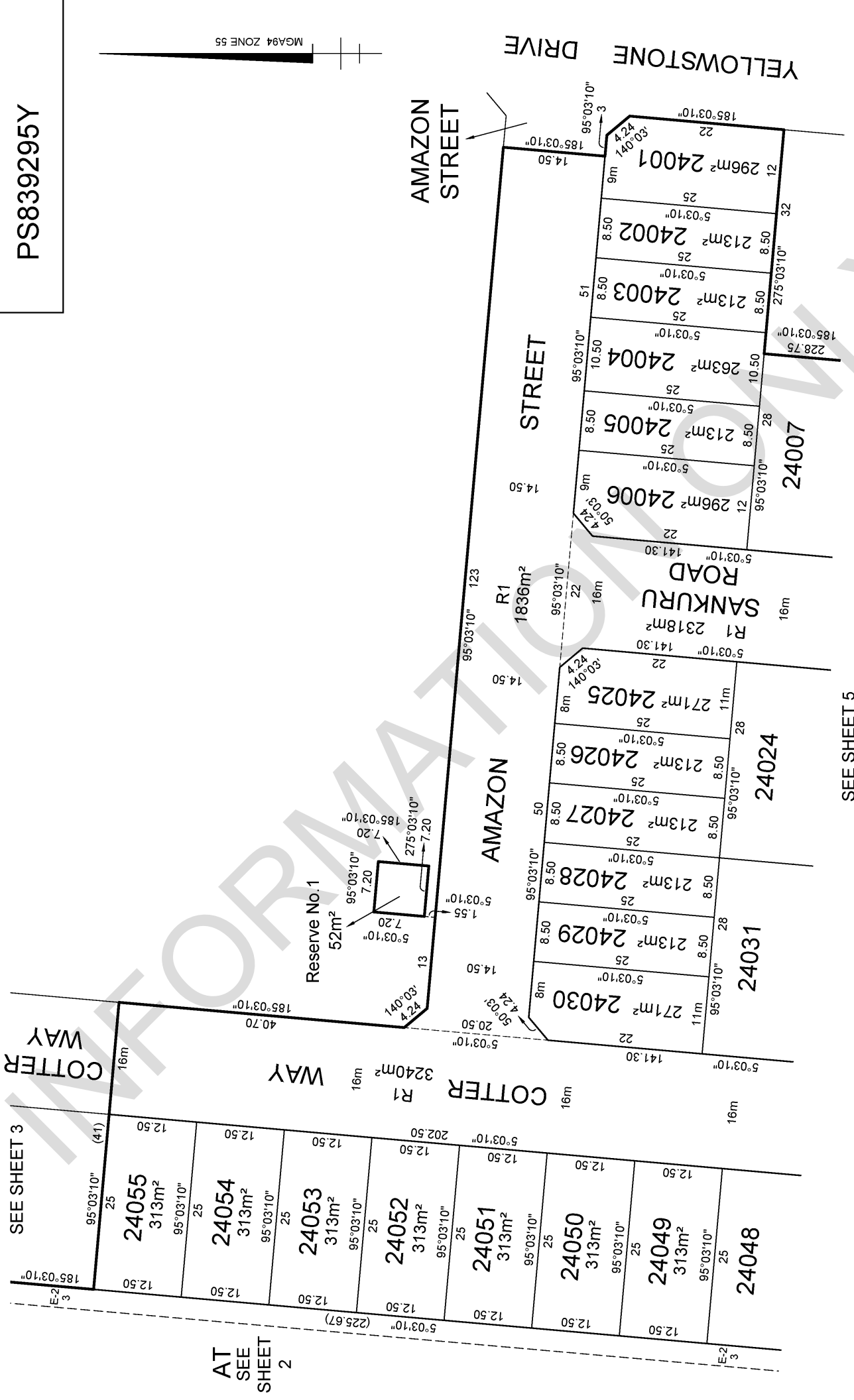
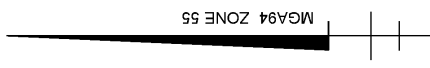


AT  
SEE SHEET 2

SEE SHEET 4

<p><b>TAYLORS</b>                  Urban Development   Built Environments   Infrastructure                  8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168                  Tel: 61 3 9501 2800   Web: taylorstds.com.au</p>	<p>SCALE 1:1250</p>	<p>12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref. 02691-S24 Ver. 6</p>	<p>SHEET 3</p>
	<p>Digitally signed by: Craig Neil Lyons, Licensed Surveyor,                  Surveyor's Plan Version (6),                  23/05/2022, SPEAR Ref: S1639954H</p> <p>Digitally signed by:                  Melton City Council,                  02/06/2022,                  SPEAR Ref: S1639954H</p>				

PS839295Y



AT  
SEE  
SHEET  
2

SEE SHEET 3

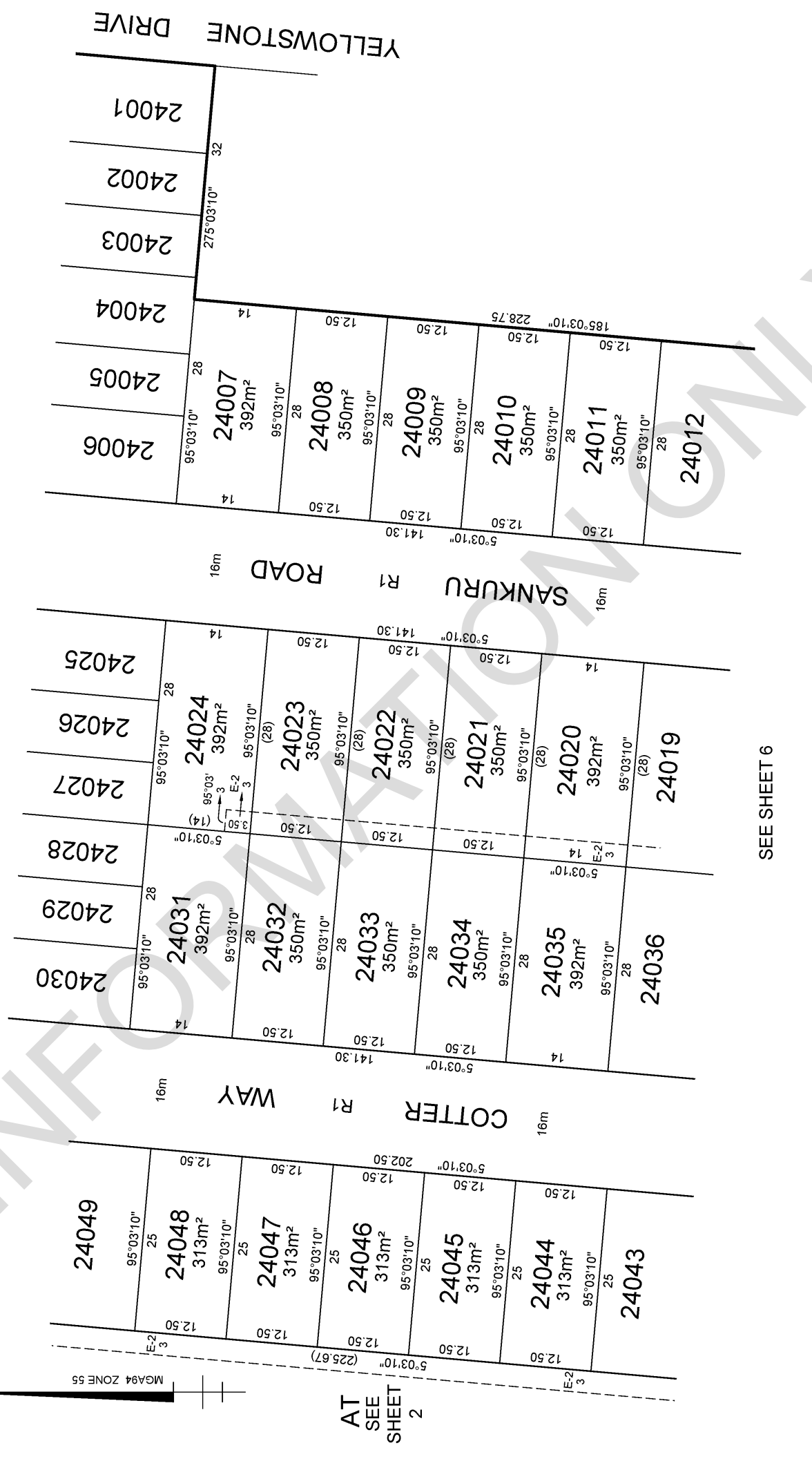
SEE SHEET 5

<p><b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2600   Web: taylorssds.com.au</p>	<p>Digitally signed by: Craig Neil Lyons, Licensed Surveyor, Surveyor's Plan Version (6), 23/05/2022, SPEAR Ref: S163954H</p>	<p>SCALE 1:500</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>Ref. 02691-S24 Ver. 6</p>
		<p>5 10 15 20</p>	<p>SHEET 4</p>

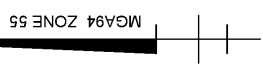
PS839295Y

SEE SHEET 4

SEE SHEET 6

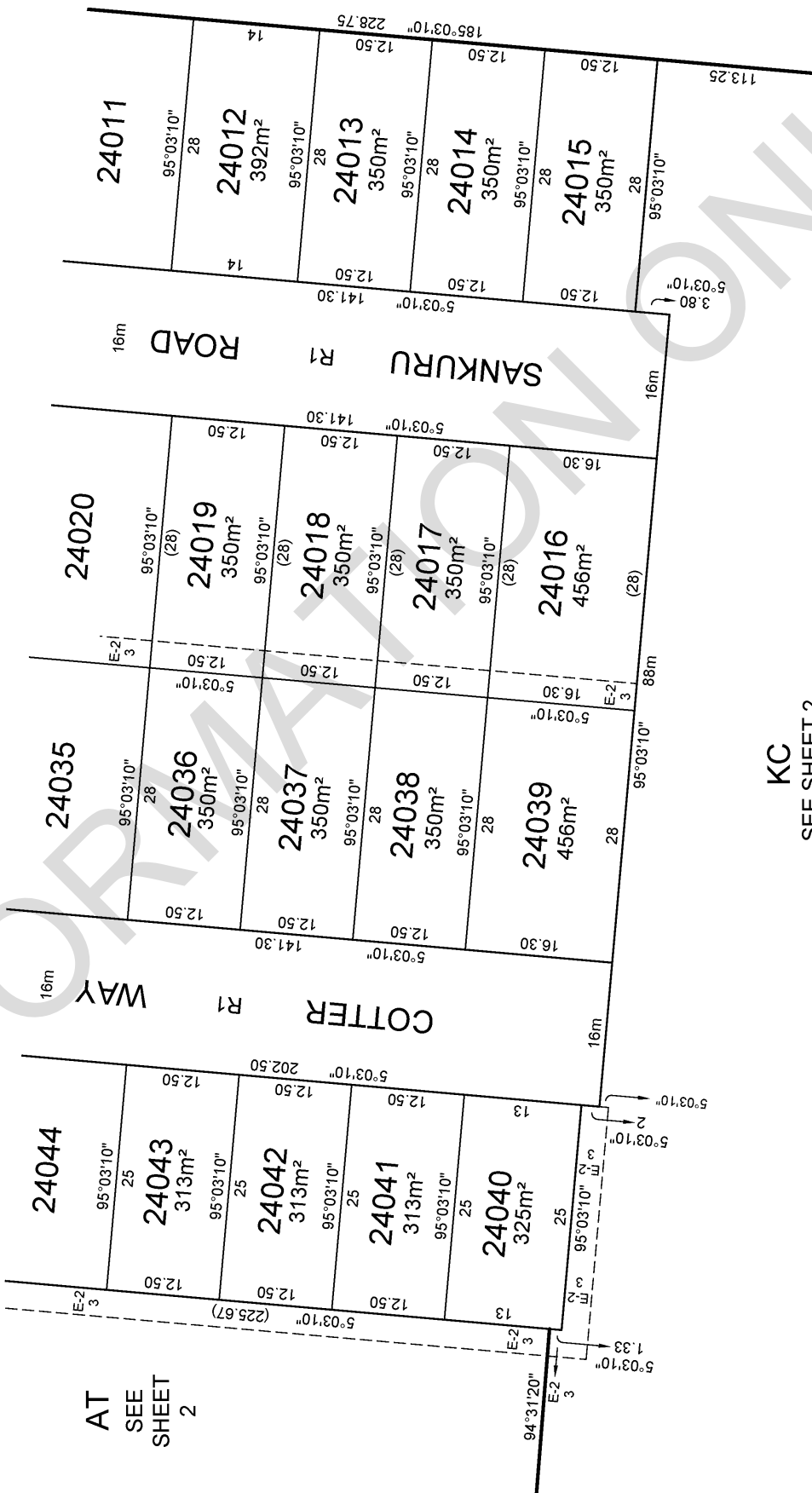


AT SEE SHEET 2



<p><b>TAYLORS</b>          Urban Development   Built Environments   Infrastructure          8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168          Tel: 61 3 9501 2800   Web: taylorstds.com.au</p>	SCALE 1:500	ORIGINAL SHEET SIZE: A3	Ref. 02691-S24 Ver. 6	SHEET 5
	5 0 5 10 15 20 LENGTHS ARE IN METRES	Digitally signed by: Craig Neil Lyons, Licensed Surveyor, Surveyor's Plan Version (6), 23/05/2022, SPEAR Ref: S163954H	Digitally signed by: Melton City Council, 02/06/2022, SPEAR Ref: S163954H	

PS839295Y



MGA94 ZONE 55

SEE SHEET 5

AT  
SEE  
SHEET  
2

SEE SHEET 2

KC

SEE SHEET 2

<p><b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2600   Web: taylorssds.com.au</p>	<p>Digitally signed by: Craig Neil Lyons, Licensed Surveyor, Surveyor's Plan Version (6), 23/05/2022, SPEAR Ref: S163954H</p>	<p>Digitally signed by: Melton City Council, 02/06/2022, SPEAR Ref: S163954H</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref. 02691-S24 Ver. 6</p>	<p>SHEET 6</p>
	<p>SCALE 1:500</p>	<p>5 0 5 10 15 20 LENGTHS ARE IN METRES</p>	<p>SEE SHEET 2</p>	<p>SEE SHEET 2</p>	<p>SEE SHEET 2</p>

PS839295Y

**CREATION OF RESTRICTION A**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1  
BENEFITED LAND: See Table 1

**RESTRICTION:**

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA8248.

Expiry date: 01/09/2030

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
24007	24004, 24005, 24006, 24008
24008	24007, 24009
24009	24008, 24010
24010	24009, 24011
24011	24010, 24012
24012	24011, 24013
24013	24012, 24014
24014	24013, 24015
24015	24014
24016	24017, 24039
24017	24016, 24018, 24038
24018	24017, 24019, 24037
24019	24018, 24020, 24036
24020	24019, 24021, 24035
24021	24020, 24022, 24034
24022	24021, 24023, 24033
24023	24022, 24024, 24032
24024	24023, 24025, 24026, 24027, 24031
24031	24024, 24028, 24029, 24030, 24032
24032	24023, 24031, 24033
24033	24022, 24032, 24034
24034	24021, 24033, 24035

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
24035	24020, 24034, 24036
24036	24019, 24035, 24037
24037	24018, 24036, 24038
24038	24017, 24037, 24039
24039	24016, 24038
24040	24041
24041	24040, 24042
24042	24041, 24043
24043	24042, 24044
24044	24043, 24045
24045	24044, 24046
24046	24045, 24047
24047	24046, 24048
24048	24047, 24049
24049	24048, 24050
24050	24049, 24051
24051	24050, 24052
24052	24051, 24053
24053	24052, 24054
24054	24053, 24055
24055	24054



Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

Digitally signed by: Craig Neil Lyons, Licensed Surveyor,  
Surveyor's Plan Version (6),  
23/05/2022, SPEAR Ref: S163954H

ORIGINAL SHEET  
SIZE: A3

Ref. 02691-S24  
Ver. 6

SHEET 7

Digitally signed by:  
Melton City Council,  
02/06/2022,  
SPEAR Ref: S163954H

PS839295Y

**CREATION OF RESTRICTION B**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 2  
 BENEFITED LAND: See Table 2

RESTRICTION:  
 Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Melton Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.  
 Expiry date: 01/09/2030

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
24001	B	24002
24002	B	24001, 24003
24003	B	24002, 24004
24004	B	24003, 24005, 24007
24005	B	24004, 24006, 24007
24006	B	24005, 24007

TABLE 2 continued

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
24025	B	24024, 24026
24026	B	24024, 24025, 24027
24027	B	24024, 24026, 24028
24028	B	24027, 24029, 24031
24029	B	24028, 24030, 24031
24030	B	24029, 24031

**CREATION OF RESTRICTION C**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 24001 to 24055 on this plan  
 BENEFITED LAND: Lots 24001 to 24055 on this plan

RESTRICTION:  
 1) Must not construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without the design of a dwelling being in accordance with the Stockland Design Essentials.  
 2) Must not construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding that is visible from a road reserve or other reserve without approval by Stockland prior to lodging an application for a building permit.

Expiry date: 01/09/2030

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1075596

## APPLICANT'S NAME & ADDRESS

KELLY & CHAPMAN C/- INFOTRACK (LEAP) C/- LANDATA  
DOCKLANDS

## VENDOR

CHANDEL, PANKTI

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396147

This certificate is issued for:

LOT 24023 PLAN PS839295 ALSO KNOWN AS 6 SANKURU ROAD TRUGANINA  
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 9
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 3
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/melton>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

06 October 2024

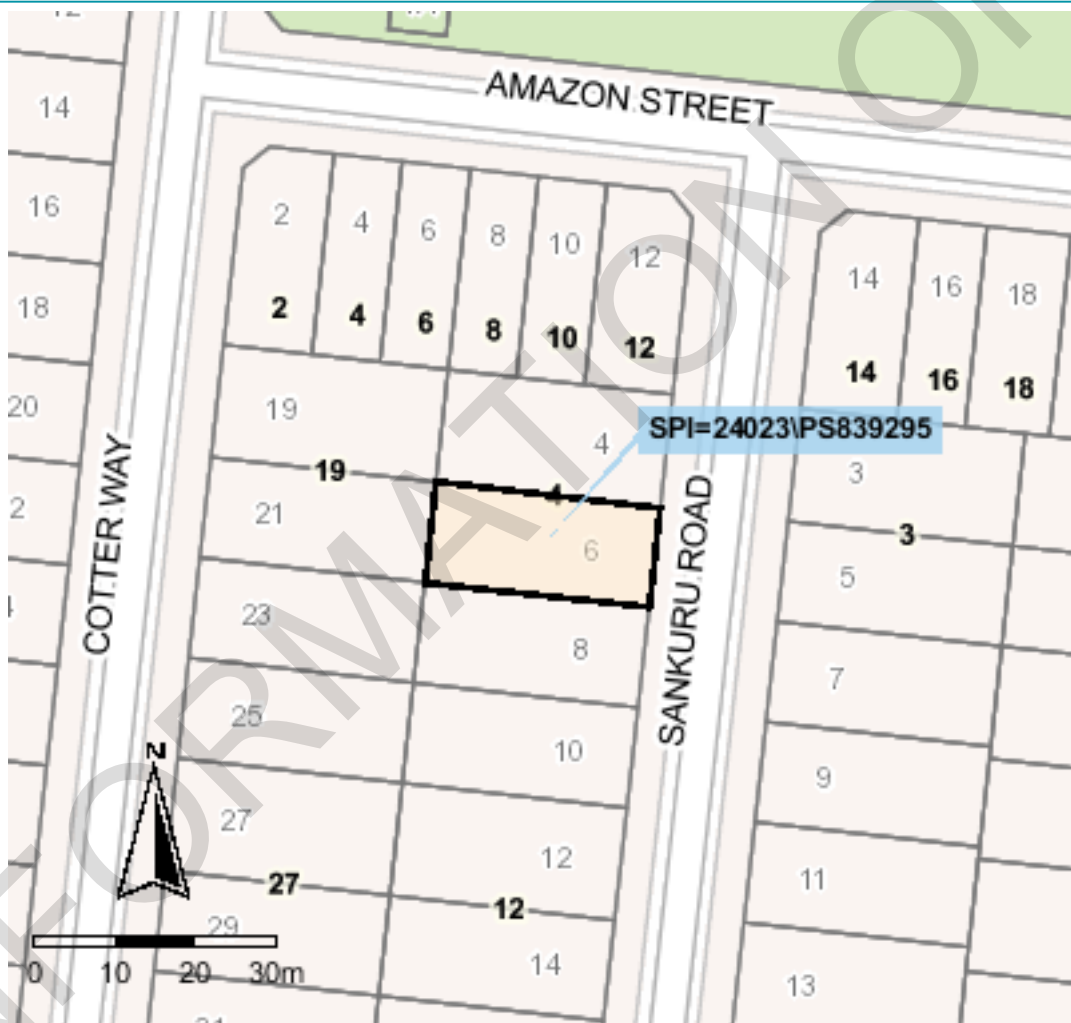
**Sonya Kilkeny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 October 2024 09:25 AM

## PROPERTY DETAILS

Address: **6 SANKURU ROAD TRUGANINA 3029**  
 Lot and Plan Number: **Lot 24023 PS839295**  
 Standard Parcel Identifier (SPI): **24023\PS839295**  
 Local Government Area (Council): **MELTON**  
 Council Property Number: **942326**  
 Planning Scheme: **Melton**  
 Directory Reference: **Melway 357 F8**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **KOROROIT**

## OTHER

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

[View location in VicPlan](#)

## Note

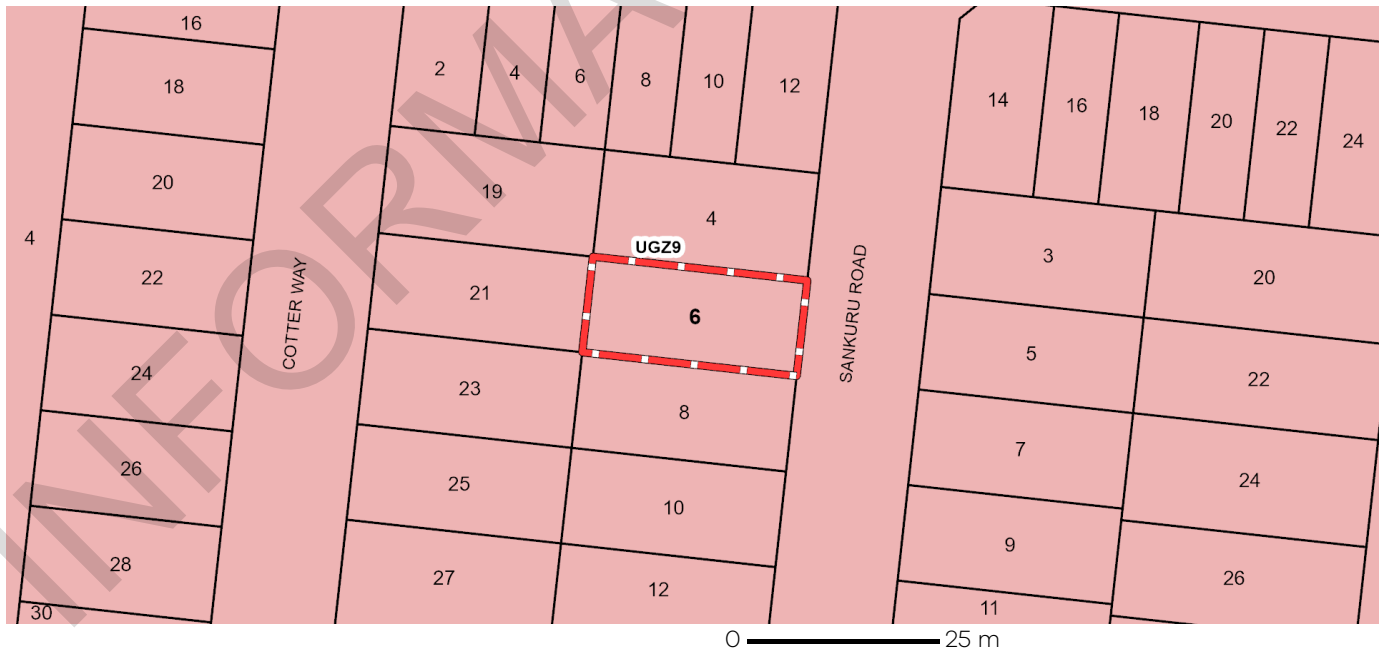
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 9 \(UGZ9\)](#)



**UGZ - Urban Growth**

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

## Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 3 \(ICO3\)](#)



 **ICO - Infrastructure Contributions Overlay**

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

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](http://www.vpa.vic.gov.au)



 **Land added to the UGB since 2005**

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

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

## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



## Further Planning Information

Planning scheme data last updated on 2 October 2024.

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

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

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

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

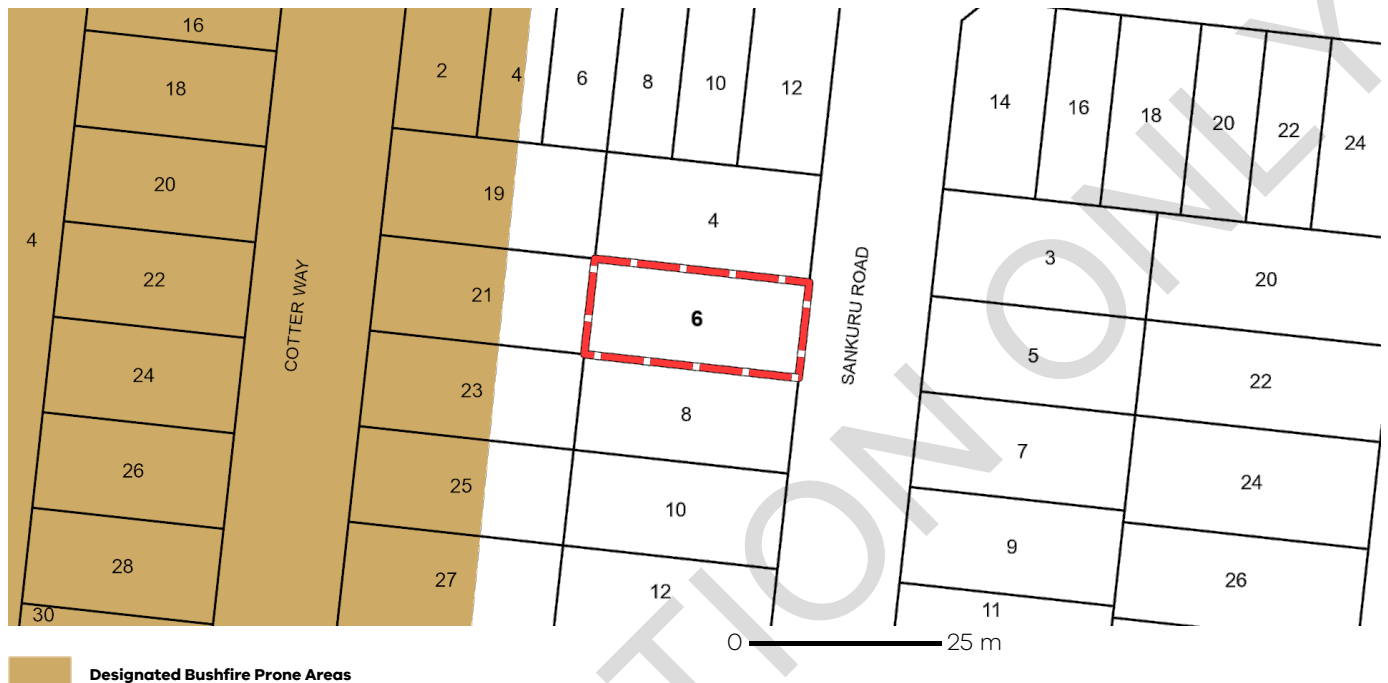
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Your ref: 319806



14 October 2024

**Landata**  
**Level 12**  
**2 Lonsdale Street**  
**MELBOURNE VIC 3000**

**Email:** landata.online@victorianlrs.com.au

**PROPERTY INFORMATION CERTIFICATE** - Pursuant to Regulation 51(1)

<b>Address:</b>	<b>6 Sankuru Road TRUGANINA 3029</b>
<b>Property Title:</b>	<b>LOT: 24023 PS: 839295Y V/F: 12383/996</b>

**Regulation 51(1)**, Building Regulations 2018

Any person may request the relevant council to provide in respect of any building or land:-

**a)** Details of any permit or certificate of final inspection issued in the preceding 10 years

Permit No:	Issue date:	Building Works:	Final Approved	Occupancy / Final Inspection Certificate:	
				Number:	Date:
6785911343864	24/10/2023	Dwelling Attached Garage	YES	6785911343864	27/06/2024

**b)** Details of any current statement issued under Regulation 64(1) (Combined Allotments) or Regulation 231(2) (Subdivision of existing buildings)

Statement Details:	Issue Date:	Description:
NIL		

**c)** Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act

Building Enforcement Type:	Issue Date:	Description of Breach:	Cancellation Date:
NIL			

**PLEASE NOTE:**

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Please notify Council on 9747 7200 if you discover any discrepancies in relation to the above information.

Yours faithfully

**Building Unit**  
**Melton City Council**

A vibrant, safe and liveable  
City accessible to all

**Civic Centre**  
232 High Street  
Melton VIC 3337

**Postal Address**  
PO Box 21  
Melton VIC 3337

ABN 22 862 073 889

☎ 03 9747 7200  
✉ csu@melton.vic.gov.au  
🌐 melton.vic.gov.au  
📍 cityofmelton

## OCCUPANCY PERMIT

## PROPERTY DETAILS

Lot 24023 (6) Sankuru Road, Truganina - 3029			
LP/PS	VOLUME	FOLIO	COUNTY
PS839295Y	12383	996	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT			
Melton City Council			

## BUILDING PERMIT DETAILS

Building Permit No: 6785911343864
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

## BUILDING DETAILS

Proposed Construction of a New Dwelling and Garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

## PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

## PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.1 – Rainwater Management 2. P2.2.2 – Weatherproofing 3. P2.2.3 – Rising Damp	To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof overhang. The roof overhang is to extend a minimum of 1.5m measured perpendicular to the wall. The DPC within 1m of the walls protected with a roof overhang adjacent graded access paving may be reduced to 20mm clearance above the adjoining paving level (refer to Figure A for details).

## PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.2 – Weatherproofing 2. P2.2.3 – Rising Damp	To allow the damp-proof course/flashing to be installed up to 20mm from the outside face of the mortar used in the construction of the masonry veneer wall. The Performance solution applies to face brickwork and to masonry sealed with an acrylic render.

## PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.2 – Weatherproofing	To allow the brick veneer wall flashing system for aluminium framed windows and doors with frames incorporating cavity weatherproofing flanges to be installed as follows: <ol style="list-style-type: none"> <li>To allow the omission of head flashings above wall openings where the depth of masonry is not more than four brick courses between the top of the wall and masonry lintel.</li> <li>To allow the omission of sill flashings in ground floor wall openings provided there is a wall flashing at the base of the wall and the window or door sill is not more than 1.5m above the flashing.</li> <li>To allow the omission of sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. The first floor flashing or ground floor head flashing is not to be more than 1.5m below the window sill.</li> <li>To allow the omission of door and window side flashings.</li> </ol> The external wall frame is to be sealed with a vapour permeable pliable building membrane which is taped to the aluminium window or door frame flange with a suitable adhesive flashing tape (designed to prevent water ingress into the building) providing a durable weathertight seal. NOTE: Weepholes below windows and doors are not required where the flashing has not been installed.

**PRESCRIBED REPORTING AUTHORITIES**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

**CONDITIONS**

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. The connection of water and gas (if required) with the relevant supply authorities.

**SUITABILITY FOR OCCUPATION**

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

**DATE OF FINAL INSPECTION**

26/06/2024

**RELEVANT BUILDING SURVEYOR**

**Jeremy Wallert**

**BUSINESS**

Checkpoint Building Surveyors  
 Address: 151-153 Clarendon Street Southbank VIC 3006  
 Email: [enquiries@check-point.com.au](mailto:enquiries@check-point.com.au)  
 Phone: (03) 9673 0000

**REGISTRATION No.**

**BS-L 61003**

**OCCUPANCY PERMIT No.**

6785911343864

**SIGNATURE**



**DATE OF ISSUE**

27/06/2024

**NOTES:**

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

# LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

## Rates and Charges for period 1 July 2024 to 30 June 2025

Issue date: 10/10/2024

Your Reference: 74474094-014-0

Rate updates (03) 9747 7333

Assessment Number: 942326

Certificate No: 127239

### Applicant:

Landata  
DX 250639  
MELBOURNE 3000

### Property Location: 6 Sankuru Road TRUGANINA 3029

Title: LOT: 24023 PS: 839295Y V/F: 12383/996

Ward:

AVPCC: 110 Detached Dwelling

Capital Improved Value: \$620,000 Site Value: \$340,000 Net Annual Value: \$31,000

Effective Date: 01/07/2024 Base Date: 01/01/2024

### 1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2024	\$95.64
General Rate Date Levied 02/08/2024	\$1,252.64
Municipal Charge Date Levied 01/07/2024	\$164.00
Residential FSPL Fixed Charge Date Levied 01/07/2024	\$132.00
Residential FSPL Variable Charge Date Levied 01/07/2024	\$51.87
<b>Current Rates Levied:</b>	<b>\$1,696.15</b>
Rate Arrears to 30/06/2024:	\$355.87
Interest to 06/08/2024:	\$3.58
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
<b>Rates &amp; Charges Due:</b>	<b>\$2,055.60</b>
<b>Additional Monies Owed:</b>	
<b>Total Due:</b>	<b>\$2,055.60</b>

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;  
30 September, 30 November, 28 February and 31 May

\*If there is a Rebate amount of -\$399.50 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

### 2. OTHER INFORMATION:

**A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)**



A vibrant, safe and liveable  
City accessible to all

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200  
csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton



Assessment Number: 942326      Certificate Number: 127239

**3. SPECIFIED FLOOD LEVEL:**

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

**4. SPECIAL NOTES:**

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

**5. IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 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 Council or the relevant authority. A fee may be charged for such information.

**6. NOTICE OF ACQUISITIONS:**

Electronic copies of Notice of Acquisitions can be emailed to [revenue@melton.vic.gov.au](mailto:revenue@melton.vic.gov.au)

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

**7. SETTLEMENT PAYMENT VIA BPAY:**



**Biller code** 747998  
**Reference Number** 942326  
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

Authorised Officer

## Information Statement Certificate

**Reference number**

74474094-024-9

**Date of issue**

08/10/2024

**Total amount**

**\$238.66**

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

**Service address** 6 SANKURU ROAD, TRUGANINA, VIC, 3029

**Property number** 3458400000

**Title(s)** 12383/996

### Payment options

Greater Western Water ABN 70 066 902 467



**BPAY**  
Biller code: **8789**  
Ref: **48347700002**  
Go to [bpay.com.au](https://www.bpay.com.au)



Australia Post  
Billpay code: **0362**  
Ref: **048347700005**  
Pay at any post office,  
by phone **13 18 16**, at  
[postbillpay.com.au](https://www.postbillpay.com.au), or  
via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE	122.09	Quarterly	122.09
PARKS CHARGE	87.19	Quarterly	87.19
WATER NETWORK CHARGE	N/A	Quarterly	N/A
SEWERAGE NETWORK CHARGE	N/A	Quarterly	N/A
RECYCLED WATER NETWORK CHARGE	N/A	Quarterly	N/A
FIRE SERVICES CHARGE	N/A	Quarterly	N/A
<b>TOTAL</b>	<b>209.28</b>		<b>209.28</b>

Network charges owing to 30/06/2024	<b>\$29.38</b>
Network charges owing for this financial year	\$209.28
Volumetric charges owing	\$0.00
Adjustments	\$0.00
<b>BALANCE including unbilled network charges</b>	<b>\$238.66</b>

#### Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

**Parks Charge** Please note an Annual Parks Charge may apply to this property. This charge is collected on behalf of Department of Energy, Environment and Climate Action (DEECA). The Parks charge is applicable to properties in Hume and Melton Council areas and some properties in the Moorabool Shire and Wyndham Council areas. It is based on the minimum annual charge or Net Annual Value of the property. The minimum charge for the 2023-2024 financial year is \$84.86 Further information about the Parks charge is available from Parks Victoria <https://www.parks.vic.gov.au/about-us/parks-charge>

## General information

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If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,



**Rohan Charrett**  
General Manager, Customer Service  
Greater Western Water Corporation

INFORMATION ONLY

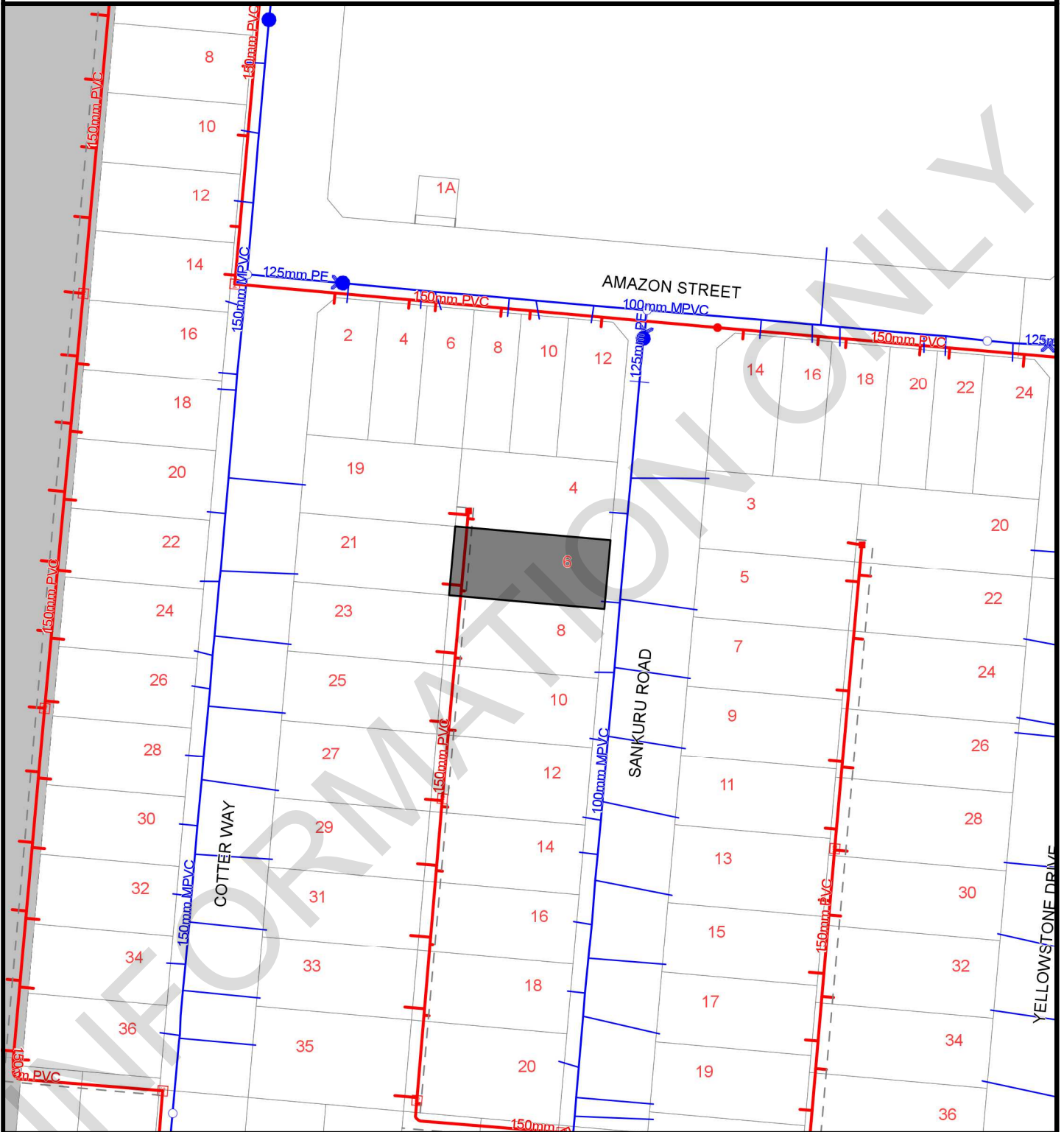
# INFORMATION STATEMENT PLOT

Address :

**6 SANKURU ROAD TRUGANINA VIC 3029**

Reference :

**PID000048543**



Scale 1:1000  
Printed on : 8/10/2024

Water Main DOES NOT traverse property  
Sewer Main DOES traverse property



Greater Western Water  
36 Macedon St.  
Sunbury  
Locked Bag 350  
Sunshine  
VIC 3020  
Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Contact Name Kellie Myles  
Telephone 13 21 61  
Facsimile 03 9628 6853  
**Your Ref: 74474094-011-9**

8 October 2024

Kelly & Chapman  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**6 Sankuru Road, Truganina (Volume 12383 Folio 996) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 6 October 2024 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 13 21 61.

If you have any queries in relation to this matter please contact me.

Yours sincerely

*Kellie Myles*

**Kellie Myles**  
Senior Customer Service Officer  
Land Revenue Administration Branch

# Property Clearance Certificate

## Land Tax



INFOTRACK / KELLY & CHAPMAN

<b>Your Reference:</b>	38591
<b>Certificate No:</b>	80231667
<b>Issue Date:</b>	08 OCT 2024
<b>Enquiries:</b>	DXS17

**Land Address:** 6 SANKURU ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49147150	24023	839295	12383	996	\$1,470.00

**Vendor:** PANKTI CHANDEL  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS PANKTI CHANDEL	2024	\$340,000	\$1,470.00	\$0.00	\$1,470.00

**Comments:**

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

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$340,000
<b>SITE VALUE:</b>	\$340,000
<b>CURRENT LAND TAX CHARGE:</b>	\$1,470.00

# Notes to Certificate - Land Tax

Certificate No: 80231667

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. 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.
8. 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 = \$1,470.00

Taxable Value = \$340,000

Calculated as \$1,350 plus ( \$340,000 - \$300,000) multiplied by 0.300 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 80231667

### 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](http://www.bpay.com.au)

### CARD



Ref: 80231667

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / KELLY & CHAPMAN

Your Reference:	38591
Certificate No:	80231667
Issue Date:	08 OCT 2024
Enquires:	DXS17

**Land Address:** 6 SANKURU ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49147150	24023	839295	12383	996	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$340,000
SITE VALUE:	\$340,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80231667

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / KELLY & CHAPMAN

Your Reference:	38591
Certificate No:	80231667
Issue Date:	08 OCT 2024

**Land Address:** 6 SANKURU ROAD TRUGANINA VIC 3029

Lot	Plan	Volume	Folio
24023	839295	12383	996

**Vendor:** PANKTI CHANDEL  
**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 80231667

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 80231665

### 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](http://www.bpay.com.au)

### CARD



Ref: 80231665

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Kelly & Chapman C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396147

NO PROPOSALS. As at the 6th October 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

6 SANKURU ROAD, TRUGANINA 3029  
CITY OF MELTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 6th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 74474094 - 74474094091923 '396147'**

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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