

# Contract of Sale of Land

Property:

**41 Calendula Circuit, Epping VIC 3076**

SMH LEGAL  
CONVEYANCING

**SMH Legal Conveyancing**  
82 Mt Alexander Road  
TRAVANCORE VIC 3032  
Tel: +61 435 377 709  
PO Box 126, Taylors Lakes VIC 3038  
Ref: HS:4196

# Contract of sale of land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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

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

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

WARNING TO ESTATE AGENTS

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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:

#### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2026

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

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

#### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2026

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

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

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

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

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../2026

for and on behalf of:

Gourav Bhatia .....

Name of individual

.....  
Signature of individual

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

The **DAY OF SALE** is the date by which both parties have signed this contract.4

INFORMATION ONLY

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INFORMATION ONLY

# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co  
Address: 1/337 Settlement Road Thomastown VIC 3074  
Email: sold@rataandco.com.au  
Tel: 03 9465 7766 Mob: Ref:

## Vendor

Name: Gourav Bhatia  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: SMH Legal Conveyancing  
Address: 82 Mt Alexander Road, Travancore VIC 3032  
PO Box 126, Taylors Lakes VIC 3038  
Email: hsolanki@smhlegalconveyancing.com.au  
Tel: 0435 377 709 Mob: 0416 799 774 Ref: 4196

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10393 Folio 991	2	PS 418000W

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: 41 Calendula Circuit, Epping VIC 3076

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

All light fittings, fixed floor coverings, window furnishing, and other fixtures and fittings of a permanent nature as inspected.

**Payment**

Price \$ \_\_\_\_\_  
 Deposit \$ \_\_\_\_\_ by (of which \_\_\_\_\_ has been paid)  
 Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

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

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

a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

a 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 (Vic) 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: \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

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

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

# Special Conditions

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

Notwithstanding anything contained in this Contract of Sale where the General Conditions conflict with or differ to the Special Conditions the Special Conditions shall prevail.

## 1. Auction

If the property is offered for sale by public auction the offer is subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace the rules.

## 2. Acknowledgment

The Purchaser/s acknowledge/s that prior to the execution of this Contract of Sale she/he/it received from the Vendor's Agent: a copy of this Contract; and a Vendor's Statement made in accordance with Section 32 of the Sale of Land Act 1962.

## 3. Condition of the property

The Purchaser acknowledges having inspected the Property and accepts it in its present state of repair and condition. The Purchaser shall not make any objection, requisition or claim in respect of:

- a) The condition or state of repair of the Property;
- b) Any defect whether latent or patent; or
- c) Any non-compliance of the improvements or any alterations or additions thereto with the provisions of the Local Government act 1989 (Vic); the Building Act 1993 (Vic) or any other Act relating to such improvements or to any regulations made under such Acts or with the requirements of the relevant Responsible Authorities.

## 4. Town Planning and Other Restrictions

The Vendor/s do/does not warrant that the property may be used for any particular purpose. The Purchaser/s buy/s the land subject to:

- a) Any Act, Order, Regulation, By-Law, or Local Law affecting the land.
- b) Any restriction or condition imposed upon the land by or with the authority of any government.
- c) Any easements or rights vested in or claimed by any statutory authority; and
- d) The restrictions contained in any applicable planning scheme.

## 5. Guarantee of Company

In the event that the Purchaser is a company the person who executes this Contract for and on behalf of the Purchaser shall also execute the Guarantee annexed hereto.

## 6. Exclusion of Prior Warranties

The Purchaser/s acknowledge/s that the aforesaid Agents' have acted as Agents of the Vendor's and that no information, representation or warranty of the Vendor/s or his/her/its Agents was made with the intention or knowledge that it would be relied upon and that no such information, representations or warranty has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the Agreement between the Vendor/s his/her/its Agents and the Purchaser/s.

## 7. Default

If the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:

- a) All reasonable expenses incurred by the Vendor's as a result of the breach; and
- b) Interest at a rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under any Condition or otherwise.

The purchaser agrees to pay the sum of \$750.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of \$750.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

## 8. Default Costs, Charges & Expenses

- 8.1 The Purchaser must pay all costs, charges and expenses which may be incurred by the Vendor due to any default by the Purchaser in payment of any money payable under this Contract or due to any breach by the Purchaser of any of the terms or conditions of this Contract including but not limited to those in 8.2.
- 8.2 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with the Purchaser's representative, the Vendor will or may suffer the following losses and expenses which the Purchaser shall pay, in addition to interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-
  - a) The costs of obtaining bridging finance to complete the Vendor's purchase of another property calculated from the due date of settlement;
  - b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date of settlement;
  - c) Accommodation expenses necessarily incurred by the Vendor;
  - d) Legal costs and expenses as between the Vendor's Solicitor and the Vendor;
  - e) A fee for rescheduling settlement on the day of settlement or after set at \$350.00 per re-attendance;
  - f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.
- 8.3 The purchaser acknowledges that it will also be liable to pay the rescheduling fee noted in Special Condition 8.2(e) in the event the purchaser requests any change to the scheduled Settlement date, including bringing it forward from scheduled date.

## 9. Stamp Duty: Purchasers buying unequal interest

- 9.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 9.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 9.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 9.4 This Special Condition shall not merge on completion.

## 10. Solar Panels

The Purchasers acknowledges that if there are solar panels on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser.
- b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair,

fitness for the purpose for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

#### **11. Statutory Warranties if Vendor is an Owner Builder (if applicable)**

If any building work carried out on the land is subject to the Domestic Buildings Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out hereunder.

- a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.
- b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.
- c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder.

The purchaser acknowledges receipt prior to the date of the contract, a Report on the building works from a prescribed building practitioner which is not more than six months old and a certificate of evidencing the existence of the required building insurance (if applicable - i.e. the cost of the building works exceeded \$12,000.00).

#### **12. Services**

12.1 The purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any services he may require. Unless the purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained and all services will be disconnected on or before settlement. The purchaser acknowledges that it will be his responsibility to pay all costs and incidental to connection or re-connection of all the services he may require.

12.2 The Vendor makes no representations that the services referred to in the Vendors Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require.

12.3 The provision of services may change between the day of sale and the settlement date and the Vendor makes no representations that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection, re-connection and/or transfer.

#### **13. Preparation of Transfer**

The instrument of transfer shall be prepared by the purchaser in the PEXA workspace not less than fourteen days prior to the date upon which the purchaser is obliged to pay the residue of the purchase money under the Contract. Notwithstanding anything contained in any documents, the vendor shall not be obliged to complete the contract until the expiration of fourteen days from the date the said instrument of transfer is prepared in PEXA workspace. The purchaser shall be deemed to have defaulted in the payment of the residue of the purchase money, as from the date he is required to pay the residue of the purchase money, where the instrument of transfer is prepared in the PEXA workspace less than fourteen days prior to the due date he is required to pay the residue of the purchase money, until fourteen days has expired from the date the instrument of Transfer is prepared or the settlement date, whichever is the later. The purchaser shall pay interest pursuant to the contract from the date of default together with all costs and losses as set out herein. The purchaser shall not be entitled to call for a settlement until the expiration of fourteen days from the date the instrument of transfer is prepared in the PEXA workspace.

#### **14. Foreign Acquisitions and Takeovers Act**

The Purchaser warrants and represents to the Vendor that the Purchaser is not under any legal disability or restriction which would prohibit the Purchaser from entering into this Contract or which would render the Contract illegal, void or voidable. In particular, the Purchaser warrants that the Purchaser does not require consent under the *Foreign Acquisitions and Takeovers Act 1975* to purchase the property or alternatively that such consent has been duly obtained prior to the signing hereof. The Purchaser acknowledges that the Vendor has entered into this Contract on reliance upon the aforesaid representations and warranties and that in the event of any such representations or warranties proving to be false the Purchaser shall be responsible for and indemnify the Vendor in respect of all loss and damage suffered by the Vendor, which indemnity shall be enforceable regardless of whether or not this Contract continues in force or becomes void or voidable.

#### **15. Nomination**

If the contract states that the property is sold to a named purchaser 'and/or nominee' the named purchaser shall only have the right for

a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser with the consent of the vendor, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that:-

- a) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.
- b) The Purchaser must obtain vendor's consent to nominate an additional or substitute purchaser under this Contract.
- c) The Purchaser must not nominate an additional or substitute purchaser who is a Foreign Person (for the purposes of the *Foreign Acquisition and Takeover Act 1975 (Cth)*) without the prior written consent of the Vendor (which consent may be withheld in the Vendor's absolute discretion).

It must deliver to the Vendor's Solicitor:

- d) A copy of the Sale of Real Estate Nomination form completed as required and executed by the nominee and by the Purchaser and copy of the proposed nominee(s) passport(s).
- e) A copy of the duly signed nominee statutory declaration required by the Commissioner of State Revenue;
- f) If the nominee is a custodian or trustee company, satisfactory evidence that it relates to the purchaser's superannuation fund;
- g) If the nominee is or includes a corporation, a Guarantee and Indemnity executed by each of the directors of the nominee purchaser; and
- h) A written acknowledgment from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations;
- i) Nothing in this special condition constitutes or is otherwise intended to give rise to a binding agreement for the sale of the Property to the nominee until the conditions set out in special condition have been satisfied;
- j) If the Purchaser purports to nominate under the Contract but provides incomplete documents, documents with errors or does not otherwise comply with the requirements of this special condition, the Purchaser will be in breach of this Contract and must pay the Vendor's Solicitors the sum of \$350 (including GST) being the costs associated with advising the Vendor in relation to purchaser's breach;
- k) If the Purchaser purports to nominate under the Contract, the purchaser must pay the Vendor's Solicitors the sum of \$350 (including GST) being the costs associated with advising the Vendor in relation to purchaser's nomination and its contractual obligations and compliance with the special condition.

## 16. GST

16.1 The vendor and purchaser agree that the purchaser shall be required to pay or reimburse to the vendor, in addition to the price, any and all GST levied or payable by the vendor in respect of the vendor's development and sale of the property, whether levied or payable on the price or in respect of the value of the land and the costs of development and construction of the property (including without limitation any amount payable or reimbursable by the vendor to any contractor in respect of the construction and fit out of the property) or otherwise.

16.2 The vendor shall notify the purchaser at least three (3) days prior to the settlement date of the amount of GST levied or payable by the vendor pursuant to Special Condition (a) hereof.

16.3 If the purchaser disputes the vendor's calculation of the amount of GST levied or payable by the vendor pursuant to special condition (a) hereof, the vendor and the purchaser shall negotiate in good faith to resolve the dispute and if such dispute remains unresolved within seven (7) days of the dispute shall be decided by an expert who shall be appointed at the request of either party by the President of the Victorian Branch of the Institute of Chartered Accountants in Australia with at least ten (10) years' experience as a Tax Accountant in a Chartered Accounting firm who shall act as an expert and not an Arbitrator and shall give a written decision within twenty eight (28) days of his appointment which decision shall be final and binding on both parties and shall contain a direction as to how his costs shall be paid.

16.4 Notwithstanding any other special condition in this Contract, the parties agree that the maximum amount that the purchaser shall be liable to pay or reimburse under special condition (a) hereof shall not exceed the rate at which GST is levied or payable multiplied by the price set out in the Particulars of Sale.

16.5 The purchaser shall not be entitled to rescind the Contract or delay or postpone settlement or retain any part of the balance by the purchaser under this contract if the parties are unable to agree on the amount to be paid or reimbursed by the purchaser pursuant to special condition (a) hereof or if the settlement date any such dispute has not been resolved pursuant to Special Condition (c) hereof and in either circumstance Special Condition (f) hereof shall apply.

16.6 In the event of the amount of GST to be paid or reimbursed by the purchaser pursuant to Special Condition (a) hereof remains unresolved by the Settlement Date, at settlement the purchaser shall pay to the vendor's Solicitors (in addition to the balance payable to the vendor) an amount equal to the maximum amount of the purchaser's liability calculated pursuant to Special Condition hereof, to be held in trust by the vendor's Solicitors until distributed to the vendor and purchaser in accordance with the written decision made by the Expert pursuant to Special Condition (c) hereof.

16.7 Margin Scheme - The Purchaser acknowledges that the Vendor may elect that any GST it is liable to pay on the supply of the Property to the Purchaser under this Contract is calculated under Division 75 of the A New Tax System (Goods & Services) Act 1999. The Purchaser acknowledges that if the Vendor makes this election the Purchaser will not be entitled to claim any input tax credit for the acquisition of the Property.

## 17. GST withholding

[This clause will only apply, if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 19B is added:

### 19B. GST WITHHOLDING

19B.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.

19B.2 This general condition 19B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.

19B.3 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.

19B.4 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.

19B.5 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.

19B.6 The representative is taken to have complied with the requirements of general condition 19B.5 if:

- a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

19B.7 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 settlement system described in general condition 15.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 19B.7, the vendor must:
- a) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - b) 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.

19B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

19B.9 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 of 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.

19B.10 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.
- 19B.11 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 the vendor's failure, including breach of a warranty in general condition 19B.10; or
  - b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 19B.12 This general condition will not merge on settlement.

## 18. Variation to General Conditions

General Conditions 12, 31.4, 31.5, & 31.6 are deleted.

## 19. Vacant Possession

In the event that the Tenant has not vacated the property by the settlement date herein specified the Vendor shall have the right to extend the said settlement date by a period of up to 60 days by giving written notice to the purchaser.

## 20. Date of Final Settlement, Christmas and New Year Holiday Period

- 20.1 Notwithstanding any other provisions of the Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract will be set on 15 January of the following calendar year.
- 20.2 Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this contract of sale between the dates set out.
- 20.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 20.

## 21. Pool and Spa Fencing

The vendor makes no warranties or representations that any pool or spa on the property has been registered with the relevant council or that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with council, ensuring that the pool or spa has a compliant safety barrier and lodging a certificate of barrier compliance with the council. The purchaser shall not make any objection or claim any compensation or delay settlement as a result of the pool or spa not having a compliant safety barrier, or as a result of the issue or non-issue, or lodgement or non-lodgement of any certificate of barrier compliance.

## 22. Building Inspection

The purchaser acknowledges and agrees that General Condition 21.2 is amended to read as follows.

"21.2 The purchaser may end this contract within 7 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."

## 23. Pest Inspection

The purchaser acknowledges and agrees that General Condition 22.2 is amended to read as follows.

"22.2 The purchaser may end this contract within 7 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."

#### **24. Error in Adjustments of Outgoings**

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. The vendor may make further adjustments or re-adjustments to the statement of adjustments after settlement, if in the vendors opinion the statement of adjustments was incorrect, changed or reduced. This special condition will not merge on settlement and will continue in full force and effect.

#### **25. Adjustments**

25.1 All rates, taxes, assessments and outgoings, whatsoever levied in respect of the land for the current year; shall be apportioned between the Vendor and Purchaser as at Date of Settlement on the basis that they have been paid.

25.2 The Property is part of land which is part of a subdivision for which Outgoings are nominally assessed by the authorities at the time of assessment. If there is no separate assessment issued for Outgoings for the Property at the Settlement Date the Outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).

25.3 If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant Authority. Any such readjustment must be made within 12 months after the Settlement Date and be accompanied by a copy of the original notice.

25.4 Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for settlement or requests an extension to the Due Date, the Vendor may elect (in its sole, absolute and unfettered discretion) to calculate adjustments as at the Due Date rather than as at the date that Settlement actually occurs.

25.5 In the case of a Contract entered into prior to 1<sup>st</sup> January 2024, or a Contract entered into after this date with a sale price of \$10,000,000.00 or more, and in the absence of a separate land tax assessment for the property hereby sold, the amount of land tax to be adjusted between the Vendor and Purchaser shall be that portion which the lot liability of the lot hereby sold bears to the total lot liability of all the lots on the Plan of Subdivision.

25.6 This condition will not merge on settlement.

#### **26. Subject to finance**

General condition 20 is amended by the addition of the following:

20.4. Application, This Special Condition 41 only applies if the "Loan" section has been completed in the Particulars of Sale.

20.5 Definition In this Special Condition

- a) "Approval Date" means the approval date specified in the "Loan" of the Particulars of Sale.
- b) "Loan" means a loan for not less than the Loan Amount for the purchase of the Property from a bank licensed to conduct banking business in Australia; and
- c) "Loan Amount" means the loan amount specified in the "Loan" of the Particulars of Sale.

20.6 Purchaser's' Obligations

The Purchaser must:

- a) apply for the Loan before, or within 2 Business Days after, the Day of Sale (time being of the essence);
- b) do everything reasonably required to obtain approval of the Loan prior to the Approval Date;

- c) keep the Vendor and the Vendor's Legal Practitioner informed of the progress of the Loan application; and
- d) if the Loan application is refused or has not been approved on or before the Approval Date, promptly obtain and deliver to the Vendor and the Vendor's Legal Practitioner a copy of the letter signed by its lender stating why the Loan application was refused. A letter from the Mortgage broker is not sufficient.

20.7 Non-satisfaction of condition

- a) If the Loan is not approved on or before the Approval Date (time being of the essence) and the Purchaser is not and has not been in default under this Contract, the Purchaser may end this Contract by giving written notice and a copy of the letter required by Special Condition 20.6(d) to the Vendor by 5.00pm on the day after the Approval Date (time being of the essence).
- b) If the Purchaser validly terminates this Contract under Special Condition 20.7(a):
  - (i) the Vendor will refund the Deposit paid by the Purchaser to the Purchaser; and
  - (ii) neither party shall have any claim against the other except for any antecedent breach of this Contract.

20.8 Waiver

- a) If the Purchaser does not end this Contract within the time specified in Special Condition 20.7 (a) (time being of the essence), the Purchaser is taken to have waived this condition.
- b) If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract.

20.9 Further to the provisions of the General Condition 20, the parties agree that if the Purchaser fails to make an application in accordance with the particulars of sale or fails to provide information requested by a potential lender with in sufficient time to enable that potential lender to make a decision by the approval date, then the purchaser shall be deemed to have obtained approval of finance and this contract shall be deemed to be unconditional in respect of finance.

20.10 If the Purchaser attempts to end the contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this contract shall be deemed to be unconditional in respect of finance.

## 26. Resolution of Disputes

The Purchaser agree store solve all disputes with the Vendor through mediation. Should any dispute arise, the Purchase irrevocably agree that he must complete the Contract and pay the balance of the purchase money without education, regardless of the circumstances and can only reserve to himself the right to seek compensation following the final settlement. The parties irrevocably agree that the Victorian Civil and Administrative Tribunal shall have exclusive jurisdiction in all matters. It is agreed that this clause all be pleaded as a complete bar to any proceedings or any application to join as a party in any other Court or Tribunal.

## 27. Variation Requests

Should the purchaser request any variation of the terms of the contract after the day of sale, the purchaser(s) must pay \$350.00 (inclusive of GST) to the vendors legal representatives at settlement, for each variation request. The purchaser agrees this fee is the vendors reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendors representative. This contract may not be discharged or varied unless a document is signed by the parties.

## 28. Resale Deed (if applicable)

This Contract is conditional upon the Purchaser entering into a Resale Deed with the Developer and their consent to resale of the Property. The Purchaser agrees to pay all legal costs of the Developer associated with the preparation and execution of the Resale Deed.

## 29. Lease

29.1 This special condition applies only if the property is sold subject to and with the benefit of a Lease which shall be annexed to this Contract ('the Lease').

- 29.2 The Vendor makes no warranty or representation, and the Purchaser shall not make any requisition, objection, claim or refuse or delay settlement, in relation to whether:
- a) the Lease is valid or enforceable;
  - b) any mortgagee has consented to the Lease;
  - c) the Lease will be in place or enforced at settlement;
  - d) the Tenant will or will not be in default on or prior to settlement; and
  - e) or not the Vendor has in its possession or control the original counterpart original of the Lease, stamped or otherwise.
- 29.3 Until settlement the Vendor may subject to obtaining the prior written approval of the Purchaser (which shall not be unreasonably withheld or delayed), do all things which may be necessary or ancillary to the proper management of the Property, including without limitation enforcing the Lease. Prior to settlement the Vendor shall not (without the prior written approval of the Purchaser, which shall not be unreasonably withheld or delayed), grant, vary, surrender or consent to any assignment or sub-letting of the Lease or any other form of parting with any possession or occupation.
- 29.4 The Vendor is entitled to all rent in respect of the period up to and including the day of settlement, and the Purchaser is entitled to all rent from the day after the day of settlement. If, upon settlement, rent has been paid to the Vendor in respect of the period beyond settlement, the Vendor must on settlement allow to the Purchaser a proportion of the rent equal to the portion of the number of days remaining in the period after settlement bears to the total number of days in the period of payment.
- 29.5 If, upon settlement, rent is due but unpaid:
- a) no allowance will be made on settlement;
  - b) the Purchaser must use reasonable endeavours to collect any unpaid rent after settlement;
  - c) the Purchaser must properly pay to the Vendor the Vendor's proportion of the rent upon receipt by the Purchaser; and
  - d) if the Vendor receives any rent after settlement which relates in whole or part to a period after settlement, the Vendor must pay the Purchaser its proportion of that rent.
- 29.6 Notwithstanding any other provision of this Contract, there will be no adjustment of outgoings or operating expenses (nor any withholding or deduction of amounts in respect of same) which are payable by the Tenant direct to the assessing entity or authority, and the Vendor shall not otherwise be required to pay any such operating expenses or outgoings that may be unpaid at settlement.

### **30. 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.

### **31. GC 28 – special condition**

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

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase'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 Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

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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 is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;

- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date

or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction's legislation.

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment

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

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible –  
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

- 18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

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

relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through the electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except

for fair wear and tear.

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

## Guarantee & Indemnity

TO: The withinnamed and described Vendor (hereinafter called "the Vendor)

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called the Guarantor) agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-
  - (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
  - (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;

- (c) That the Vendor had or ought to have had knowledge of any matters referred to in subparagraph (b) of this clause.
- G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be In writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- J. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
- K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.
- L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

**SCHEDULE**

Vendor:

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals this ..... day of  
....., 20

SIGNED SEALED AND DELIVERED by the said Guarantor in Victoria in the presence of:

INFORMATION ONLY

## **Important Notice To Interested Purchasers**

The information included in Contract of Sale/ Section 32 has been supplied to us by vendor. SMH Legal Conveyancing accepts no responsibility if there have been any document errors or omissions. The documents are prepared based on information provided by vendor and the information available from Land data. It is possible that more information relating to this document may be included a later date, i.e. after SALE of property.

It is Purchaser's sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale, and they do their own due diligence to confirm the information provided in the documents.

**NOTE: - If you do not receive all pages please request your conveyancer /solicitor to email us full unsigned contract of sale.**

# 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>	41 CALENDULA CIRCUIT, EPPING VIC 3076
-------------	---------------------------------------

Vendor's name	Gourav Bhatia	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

# 1. FINANCIAL MATTERS

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

(a)  Are contained in the attached certificate/s.

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

\$0.00	To	<p>Amounts for which the purchaser may become liable in consequence of the sale:</p> <ul style="list-style-type: none"> <li>▪ annual increases on all rates and outgoings if the settlement date falls into the next rating period after this Vendor's Statement was prepared;</li> <li>▪ water usage and sewerage disposal charges levied on a daily basis by the water authority.</li> </ul> <p>Otherwise, none to the vendor's knowledge except for the usual adjustment of rates at settlement.</p>
--------	----	---

Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

**2.1 Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Is in the attached copies of title document/s

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

Not Applicable

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

**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:

Are as follows

None to the vendor's knowledge. The vendor has no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendor.

**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:

None to the vendor's knowledge.

**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:

None to the vendor's knowledge.

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 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

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

### Purchaser Acknowledgements

By signing this statement, the Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property sold and acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to obtain any permit or final inspection certificate or compliance.

The Vendor further gives notice and the Purchaser acknowledges that the particulars contained in this Vendor's Statement are given as at the date of this statement and some or all of the matters documented in this statement may change after the date of issue of this statement to the Purchaser.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 10393 FOLIO 991

Security no : 124133258811U  
Produced 25/03/2026 10:17 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 418000W.  
PARENT TITLE Volume 10355 Folio 571  
Created by instrument PS418000W 23/07/1998

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
GOURAV BHATIA of 41 CALENDULA CIRCUIT EPPING VIC 3076  
AW125588B 04/10/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX631769Q 12/01/2024  
WESTPAC BANKING CORPORATION

COVENANT PS406734Q 23/10/1997

COVENANT V446052B 28/05/1998

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 PS418000W 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: 41 CALENDULA CIRCUIT EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 12/01/2024

DOCUMENT END

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Document Type	<b>Instrument</b>
Document Identification	<b>V446052B</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>25/03/2026 10:17</b>

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: .....

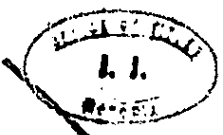
Phone: .....

Address: .....

Ref.: .....

Customer Code: .....

**National Australia Bank Limited 2000**



**V446052B**  
280598 0911 45 55

Form T2  
Land Titles Office

CONTROL  
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

VOLUME 10355 FOLIO \*\*\* 571

*[Handwritten initials]*

**IMAGED**

Estate and Interest: (e.g. "all my estate in fee simple")

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$55,000.00

Transferor: (full name)

BURGUNDY BRIDGE PTY. LTD.

Transferee: (full name and address including postcode)

INNOVATION HOUSING GROUP PTY. LTD. of 61A Coulstock Street,  
Epping 3076

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

AND the Purchaser with the intent that the benefit of this Covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and that the burden of this Covenant shall be annexed to and run at law and in equity with the lot hereby transferred to hereby for themselves and their transferees, executors, administrators and assigns and as separate covenant with the vendor and their transferees, executors, administrators and assigns and as separate covenant with the vendor and other

Continued on T2 Page 2

Approval No. 571967L

ORDER TO REGISTER

Please register and issue title to

# T2

Signed

Cust. Code:

**STAMP DUTY USE ONLY**

\$1120.....

TRANSACTION NUMBER **70657476**

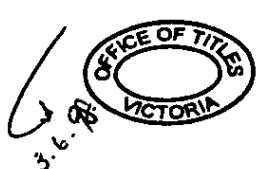
DATE **25/11/94**

ASSIGNED: .....

STAMPS ACT 1958  
AP NO. 151

NATIONAL AUSTRALIA BANK

THE BACK OF THIS FORM MUST NOT BE USED



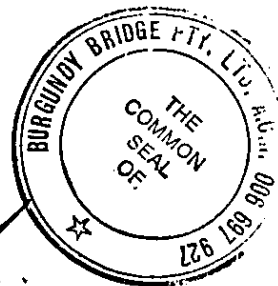
the registered proprietor or proprietors for the time being of every lot comprised in the said Plan of Subdivision or any part or parts thereof other than the lot hereby transferred that the Purchaser shall not at any time hereafter erect or build or cause or suffer to be erected on the lot hereby transferred or any part thereof any dwelling house (with the usual outbuildings) unless 80 per cent of the external walls (excluding windows) shall be constructed of brick, brick veneer stone or like material and unless the roof of such dwelling house and of any such outbuildings shall be constructed of cement tiles, terracotta tiles, slate or other like materials or of colourbonded metal.

AND it is intended that these covenants shall be set out as encumbrances on the Certificate of Title issued or to issue for the said Lot hereby transferred and shall run with the land.

Dated: 12/15/1998

Execution and attestation:

THE COMMON SEAL of BURGUNDY BRIDGE PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:



Director *B. Wansborough*

Secretary *[Signature]*

THE COMMON SEAL of INNOVATION HOUSING GROUP PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:



Director *[Signature]*

Secretary *[Signature]*

Approval No. 571967L

T2 Page 2



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>PS406734Q</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>25/03/2026 10:17</b>

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# PS406734Q

## Application to register a plan of Subdivision/Consolidation



FEE AMENDED

- 5 AUG 1997

**PS406734Q**  
040897 1226 PS \$441

---

**PS406734Q**  
040897 1226 PS \$4413

Section 22 Subdivision Act 1988

(Not related to acquisition by an acquiring authority)

Lodged by: FETRET MOKHAMARA MURRAY  
Name:

McKean & Park

Phone: 9527 5016

9670 8821

Address: 306 CARLISTE ST. BALACLAVA

405 Little Bourke Street, Melbourne

Ref: RM/200

TRK:960456

Customer Code: HUC

1220D

*Handwritten:* U598579 16/7/97  
Exp 19/10/97

The applicant applies for registration of the plan described.

Land: (Volume and Folio reference)

VOLUME 9000 FOLIO 201 ✓

Applicant: (Full name and address including postcode)

BURGUNDY BRIDGE PTY.LTD. of 388 Canterbury Road, Surrey Hills

ACN 006 697 927

Plan No.: PS 406734Q	Stage No.: (If applicable) STAGE 1
----------------------	------------------------------------

Municipal district in which land is located:

CITY OF WHITTLESEA

Office use only

Date: 25<sup>th</sup> July, 1997

Signed: Applicant  
or  
Solicitor  
or  
\*Agent

*Handwritten signature:* Felty Mokhamara & Murray

\* (written proof of agency must be supplied)

### ORDER TO REGISTER AND CONSENTS

Suncorp-Metway Ltd (ACN 010 831 722)(formerly Metway Bank Limited) Mortgagee pursuant to registered Mortgage No. U598571T hereby consents to the registration of the within Plan of Subdivision. Please register the within Application and on completion issue all Titles to McKean & Park.

SIGNED BY GRAEME EDWARD FISHER AS ATTORNEY LEVEL II A CERTIFIED COPY OF WHICH IS FILED IN PERMANENT ORDER BOOK 277 AT PAGE 4 IN THE PRESENCE OF

*Handwritten signature:* G. E. Fisher

*Handwritten notes:*  
Accept PS  
38 Cofs \$4413  
C/T in PS 326184U  
P T F R  
3 3 1 1

*Handwritten:* 4/18/97

*Handwritten notes:*  
42  
38 Cofs. to issue  
Vol. 9000 Fol. 201 (B.F.F. (W.M.))  
1ST TO 15th cont. being lots  
1 to 15 (B.I.).  
16th to 34th Cofs. being lots  
50 to 68 (B.I.). 35th to 38th (B.I.)  
38th to 42nd Cofs. being Proposed  
Nos. 1, 2, & 3 15th Ord. being  
Road R1 all on PS 406734Q.  
17-10-97.

# PS/PC

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INFORMATION ONLY

*[Faint, illegible handwritten text or notes in the bottom right corner.]*



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Document Identification	<b>PS418000W</b>
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<b>PLAN OF SUBDIVISION</b>	STAGE NO. /	LTO use only <b>EDITION 1</b>	Plan Number <b>PS 418 000 W</b>
----------------------------	----------------	----------------------------------	------------------------------------

**Location of Land**  
**Parish:** MORANG  
**Township:** —  
**Section:** —  
**Crown Allotment:** —  
**Crown Portion:** 8 (PART)  
**LTO base record:** CHART 13 (3183)  
**Title references:** VOL 10355 FOL 571  
**Last plan reference:** PS 406 734 Q (Lot 20)  
**Postal Address:** LOT 20 CALENDULA CIRCUIT (at time of subdivision) EPPING 3076  
**AMG co-ordinates** E 328 302 Zone: 55 (of approx. centre of plan) N 5831 063

**Council Certification and Endorsement**  
 Council Name: CITY OF WHITTLESEA Ref: 704340

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

**Open Space:**

- A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~ has not been made.
- ~~The requirement has been satisfied.~~
- ~~The requirement is to be satisfied in stage.~~

Council delegate  
~~Council seal~~  
 Date **3 / 7 / 98**  
 Re-certified under section 11(7) of the Subdivision Act 1988  
 Council delegate  
 Council seal  
 Date / /

**LTO use only**  
 Statement of Compliance/  
 Exemption Statement  
 Received   
 Date: **21 / 7 / 98**

**LTO use only**  
 PLAN REGISTERED  
 TIME **12.30 PM**  
 DATE **23 / 7 / 98**  
*John D. Teunissen*  
 Assistant Registrar of Titles

**Notations**

**Depth Limitation:** DOES NOT APPLY.

**Staging:** This ~~is~~ is not a staged subdivision  
 Planning Permit No. \_\_\_\_\_

**Survey:**  
 This plan is ~~is not~~ based on survey  
 This Survey has been corrected to permanent mark NO. (s).  
 In Proclaimed Survey Area No. \_\_\_\_\_

**Vesting of Roads or Reserves**

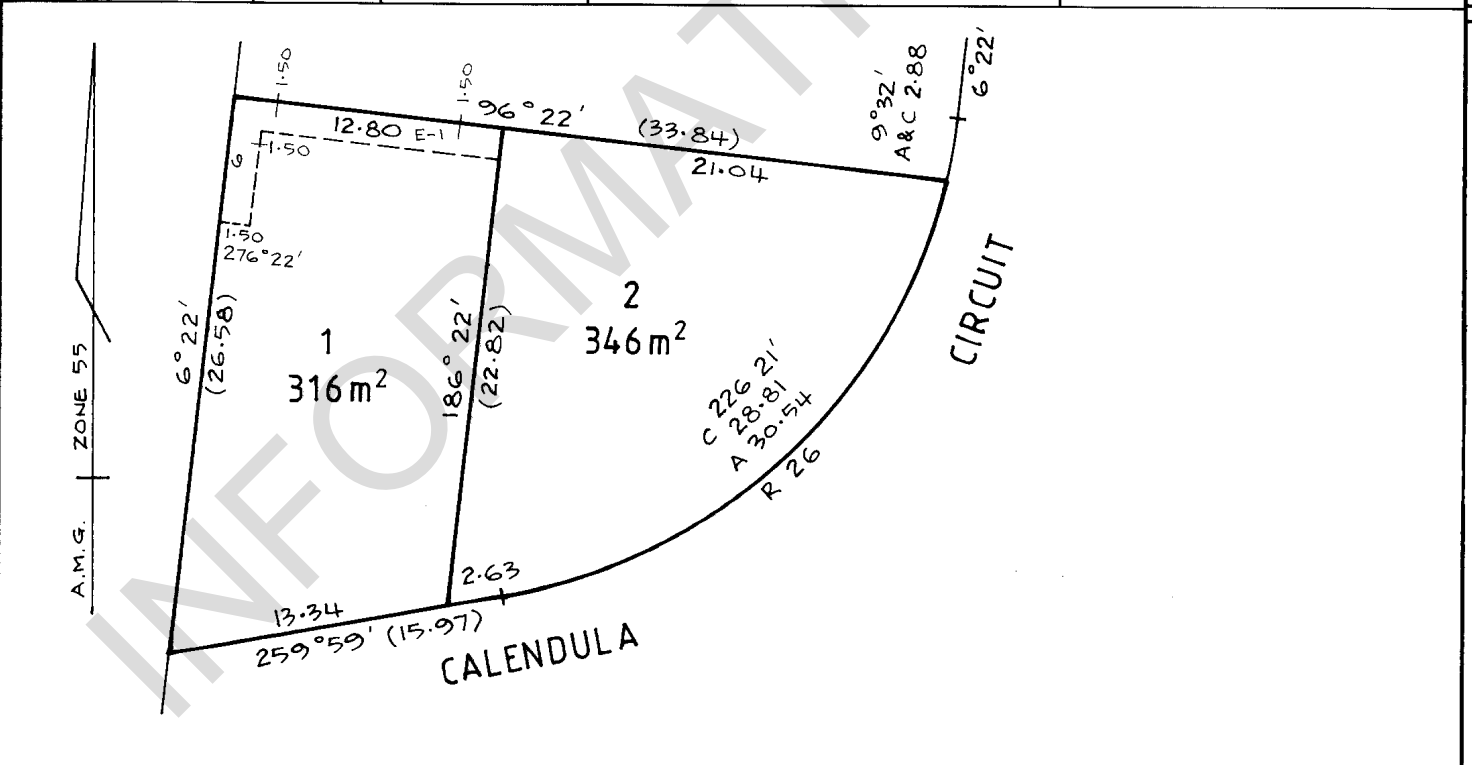
Identifier	Council/Body/Person
NIL	NIL

**Easement Information**

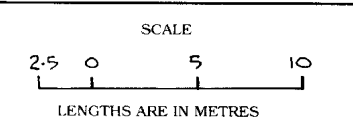
**Legend:** E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement  
 A - Appurtenant Easement R - Encumbering Easement (Road)

**SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 1 AND 2.**

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	1.50	THIS PLAN	LOT 2 ON THIS PLAN.



**CARSON SIMPSON PTY LTD**  
 land & engineering surveyors  
 planning & development consultants  
 P.O. BOX 219, BOX HILL, VIC. 3128  
 PH (03) 9898 0761 FAX (03) 9890 4173



ORIGINAL SCALE SHEET SIZE  
 1:250 A3

LICENSED SURVEYOR (PRINT)..... **CLIFF C. CARSON**  
 SIGNATURE..... DATE **20 / 6 / 98**  
 REF **B 3163** VERSION **03**

Sheet 1 of 1 Sheets

DATE **3 / 7 / 98**  
 COUNCIL DELEGATE SIGNATURE

Created at 24 March 2026 05:17 PM

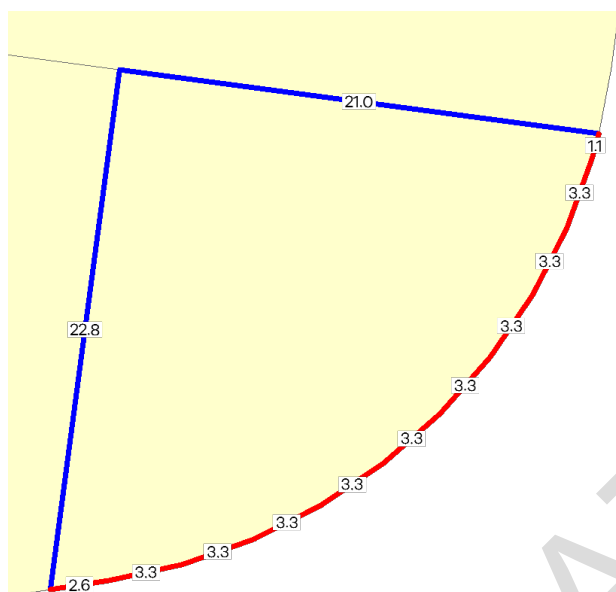
## PROPERTY DETAILS

Address: **41 CALENDULA CIRCUIT EPPING 3076**  
 Lot and Plan Number: **Lot 2 PS418000**  
 Standard Parcel Identifier (SPI): **2\PS418000**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **440024**  
 Directory Reference: **Melway 182 H11**

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

## SITE DIMENSIONS

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



**Area:** 345 sq. m

**Perimeter:** 77 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

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

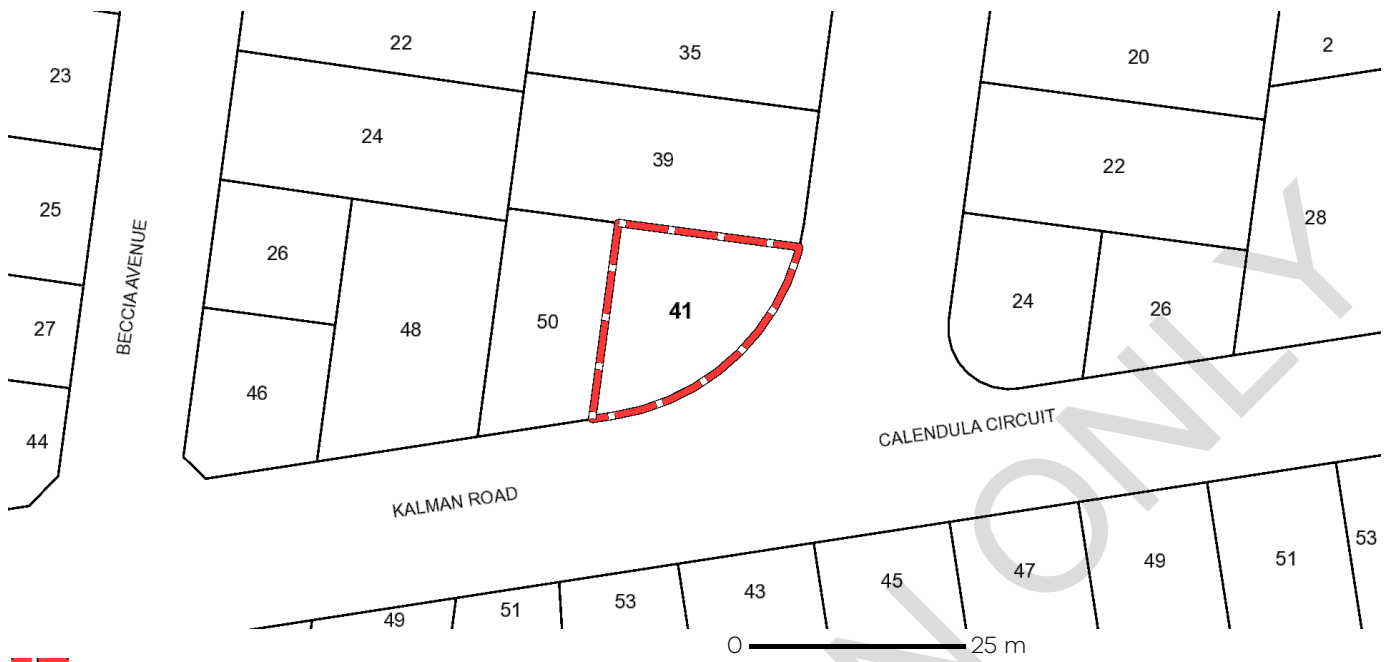
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

## PROPERTY DETAILS

Address: **41 CALENDULA CIRCUIT EPPING 3076**  
 Lot and Plan Number: **Lot 2 PS418000**  
 Standard Parcel Identifier (SPI): **2\PS418000**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **440024**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 182 H11**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

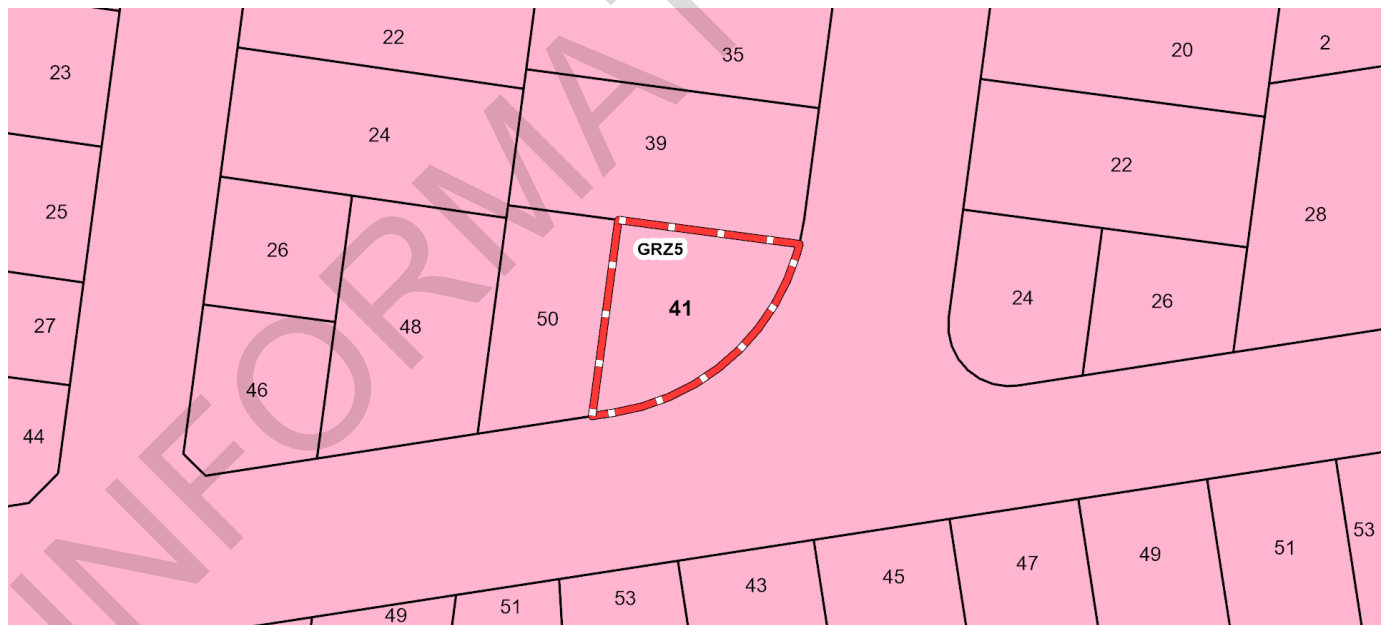
Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



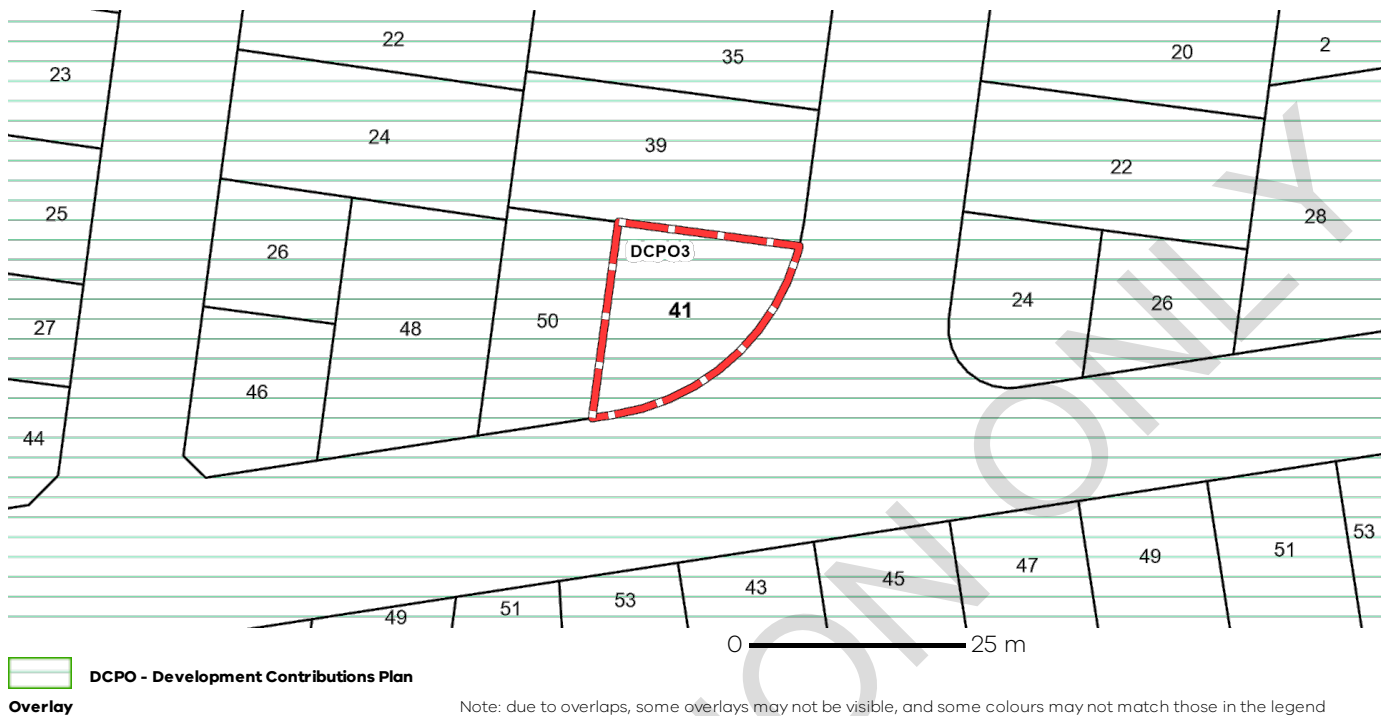
**GRZ - General Residential**

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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



## Further Planning Information

Planning scheme data last updated on 13 March 2026.

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 apply to 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.vic.gov.au/vicplan/>

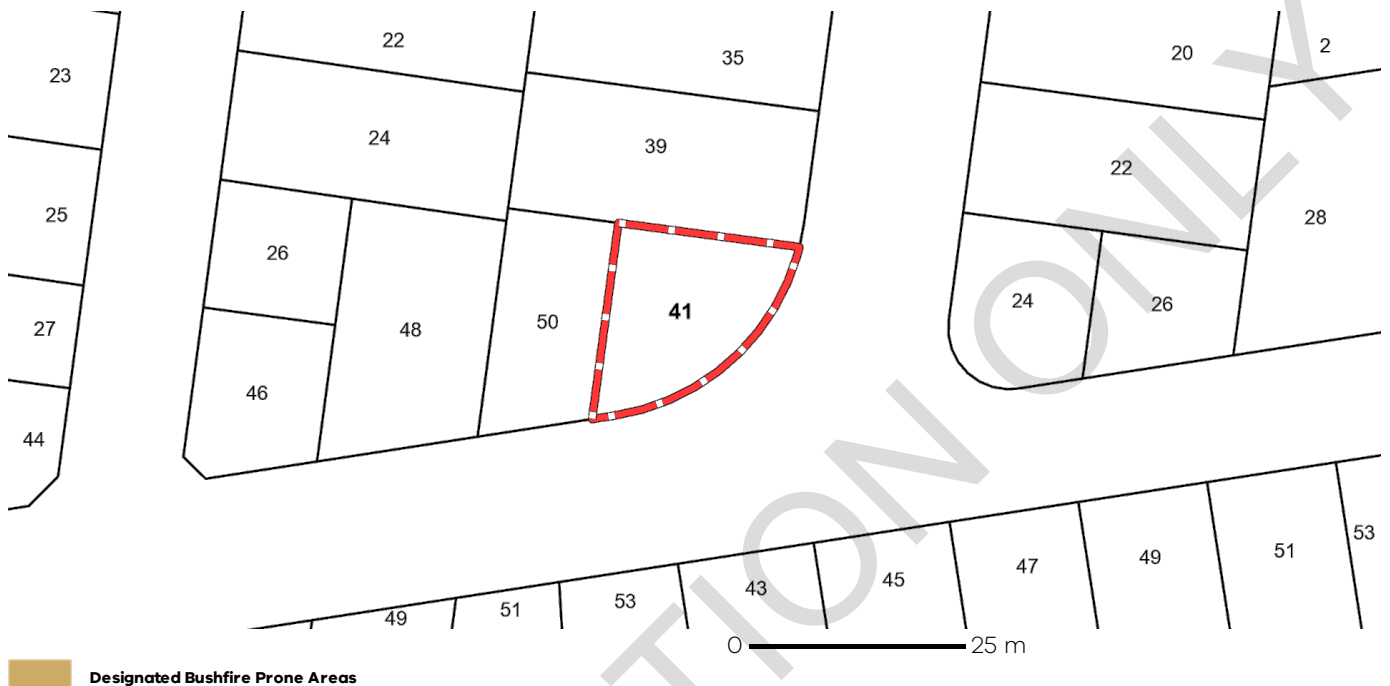
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Hemant Solanki  
82 Mt Alexander Road  
TRAVANCORE 3032

Client Reference: 4196

NO PROPOSALS. As at the 25th March 2026, 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®.

41 CALENDULA CIRCUIT, EPPING 3076  
CITY OF WHITTLESEA

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: 25th March 2026

[Vicroads Certificate] # 80053741 - 80053741102031 '4196'

# Property Clearance Certificate

## Land Tax



SMH LEGAL CONVEYANCING

<b>Your Reference:</b>	4196
<b>Certificate No:</b>	98378164
<b>Issue Date:</b>	25 MAR 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 41 CALENDULA CIRCUIT EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26697649	2	418000	10393	991	\$1,560.00

**Vendor:** GOURAV BHATIA  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR GOURAV BHATIA	2026	\$370,000	\$1,560.00	\$0.00	\$1,560.00

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.


Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

**Comments:**

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

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$575,000
SITE VALUE (SV):	\$370,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,560.00</b>



# Notes to Certificate - Land Tax

Certificate No: 98378164

## 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 and Vacant Residential 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 including vacant residential land tax, interest and penalty 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 = \$1,560.00

Taxable Value = \$370,000

Calculated as \$1,350 plus ( \$370,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,750.00

Taxable Value = \$575,000

Calculated as \$575,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98378164

### 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: 98378164

### 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



SMH LEGAL CONVEYANCING

Your Reference:	4196
Certificate No:	98378164
Issue Date:	25 MAR 2026
Enquires:	ESYSPROD

**Land Address:** 41 CALENDULA CIRCUIT EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26697649	2	418000	10393	991	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	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:	\$575,000
SITE VALUE:	\$370,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98378164

## 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



SMH LEGAL CONVEYANCING

Your Reference:	4196
Certificate No:	98378164
Issue Date:	25 MAR 2026

**Land Address:** 41 CALENDULA CIRCUIT EPPING VIC 3076

Lot	Plan	Volume	Folio
2	418000	10393	991

**Vendor:** GOURAV BHATIA  
**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

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98378164

## 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: 98378169

### 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: 98378169

### 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.



**City of  
Whittlesea**

Locked Bag 1,  
Bundoora 3083  
ABN 72 431 091 058

# Courtesy Reminder Notice

For the period 1 July 2025 to 30 June 2026



G Bhatia  
3 Gibbons Drive  
EPPING VIC 3076



029  
I010685  
DLX2\_3389

Dear Ratepayer,

This is a courtesy reminder to advise the payment in full date for Rates and Charges is 15 February 2026. The amount due and the payment options are shown on this notice.

If you have already paid your rates in full before receiving this reminder, we thank you and please disregard this notice.

Issue Date 09/01/2026

## Assessment Number

0440024



To receive your rates notice via email, register at  
🌐 [whittlesea.enotices.com.au](https://whittlesea.enotices.com.au)  
Reference No: 708F533E6P

## Property Details

41 Calendula Circuit EPPING VIC 3076  
LOT 2 PS 418000W  
AVPCC 110 Detached Dwelling

## Valuation Details

These annual valuations are prepared by the State Government for rating and taxation purposes.

Site Value \$370,000  
Capital Improved Value \$575,000  
Net Annual Value \$28,750  
Valuation operative date 01/07/2025  
Level of value date 01/01/2025

Payments received after 29 December 2025 may not be included on this notice

## Amount payable by

15/02/2026

**\$2,004.93**

Payment plans - If you are unable to pay your rates by the due date please submit a payment plan at <https://whittlesea-pay.enotices.com.au> using the eNotices reference on this notice.

Financial Hardship - To submit an enquiry form to be considered for Financial Hardship please view the eligibility criteria on our website at <https://www.whittlesea.vic.gov.au/Services/My-property/Rates>



Scan here to pay



### How to pay

- [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)
- Phone 1300 301 185
- Council Offices**  
See the back of this notice for opening hours and locations

**BPAY**  
  
Biller Code: 5157  
Ref: 0440024  
BPAY this payment via internet or phone banking

**FlexiPay**  
  
Set up your flexible payment options.  
Scan the QR code or visit  
[whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au)

**Post Billpay**  
 **Billpay Code: 0350**  
Ref: 4400247  
Pay in person at any post office:  
📞 131 816 or 🌐 [postbillpay.com.au](https://postbillpay.com.au)  
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



350 4400247

# Your quarterly bill



Emailed to: gourav\_bhatia@yahoo.com  
MR G BHATIA  
41 CALENDULA CCT  
EPPING VIC 3076

Enquiries 1300 304 688  
Faults (24/7) 13 27 62

Account number 27 1529 9406  
Invoice number 2717 9869 24074  
Issue date 3 Feb 2026  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$193.68**

Due date  
**24 Feb 2026**

## Summary

### 41 CALENDULA CCT, EPPING

Property Number 1560 259, LOT 2 PS 418000

#### Product/Service

	Amount
Water Supply System Charge	\$20.80
Sewerage System Charge	\$119.92
<b>Yarra Valley Water Total</b>	<b>\$140.72</b>
<b>Other Authority Charges</b>	
Waterways and Drainage Charge on behalf of Melbourne Water	\$30.82
Parks Charge	\$22.14
<b>TOTAL (GST does not apply)</b>	<b>\$193.68</b>

## Payment summary

Last Account	\$197.98
Paid/Adjusted	-\$197.98
Balance	\$0.00
Total this Account	+\$193.68
<b>Total Balance</b>	<b>\$193.68</b>

No water usage has been charged on this account.



## How to pay



\*3042 271798692407 4



#### Direct debit

Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call **1300 304 688**.



#### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **271570127**



#### BPAY®

Bill code: **344366**  
Ref: **271 5299 4067**



#### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvw.com.au/paying](http://yvw.com.au/paying)  
CRN reference: **555 054 118T**



#### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **2717 9869 24074**



#### Credit Card

Online: [yvw.com.au/paying](http://yvw.com.au/paying)  
Phone: **1300 362 332**

MR G BHATIA

Account number 27 1529 9406  
Invoice number 2717 9869 24074  
**Total due \$193.68**  
Due date **24 Feb 2026**  
Amount paid \$

## Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your \*NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$22.14.

\*NAV = Net Annual Value of your property which is capped at 1990 levels.

## Your charges explained

- **Water supply system charge**  
**1 January 2026 - 31 March 2026**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 January 2026 - 31 March 2026**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
**Waterways and drainage charge**  
**1 January 2026 - 31 March 2026**  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
- **Parks charge**  
**1 January 2026 - 31 March 2026**  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

## Contact us

 <b>Enquiries</b>	1300 304 688	<b>For language assistance</b>
<b>Faults and Emergencies</b>	13 27 62 (24hr)	العربية 1300 914 361
 <b>enquiry@yvw.com.au</b>		廣東話 1300 921 362
 <b>yvw.com.au</b>		Ελληνικά 1300 931 364
 <b>TTY Voice Calls</b>	133 677	普通话 1300 927 363
 <b>Speak and Listen</b>	1300 555 727	For all other languages call our translation service on <b>03 9046 4173</b>

## Next meter reading:

Between 4-11 May 2026