

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: 15 GIBBONS Drive EPPING VIC 3076**

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

**SIGNED BY THE VENDOR**..... on ...../...../20.....

Print name of person signing NABEEL YOUSIF OGHANNA and LINDA PETER SHAYA

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

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

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

### Off-the-Plan Sales

Section 9AA(1A)  
**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Harcourts Rata & Co  
1 337 Settlement Rd THOMASTOWN VIC 3074

Tel: 9465 7766

Fax:

Ref: Vally Razko

Email: sold@rataandco.com.au

### VENDOR

**NABEEL YOUSIF OGHANNA and LINDA PETER SHAYA**

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**EASY LINK CONVEYANCING**  
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Ref: HN-23/27335

Email:

settlement2@easylinkconveyancing.com.au

### PURCHASER

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Fax:

Ref:

Email:

**LAND** (general conditions 7 & 13)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
10140/956	7	PS 321167W

The Land includes all improvements and fixtures.

### PROPERTY ADDRESS

The address of the land is:

**15 Gibbons Drive Epping Vic 3076**

### GOODS SOLD WITH THE LAND

(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**PAYMENT**

Price	\$		
Deposit	\$	by	
Balance	\$	(of which \$	has been paid)
		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)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

**SETTLEMENT** (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days 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 words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

**TERMS CONTRACT** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

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**LOAN** (general condition 20) – **NOT APPLICABLE AT AUCTION**

The following details apply if this contract is subject to a loan being approved:

Lender:

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

This contract does not include any special conditions unless the words 'Special conditions' appear in this box:

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

### 1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
  - 1.1.1 Has made investigations and accepts the structures, improvements and land as to the current nature, quality, condition and state of repair.
  - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
  - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
  - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
  - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

### WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
  - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
  - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
  - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
  - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

### CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:
  - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
  - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
  - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
  - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

### 2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay the additional professional fees to Vendor's Conveyancers of \$220.00 for the nomination.

### **3. Extension request**

The Purchaser shall pay to the Vendor's representative the sum of \$220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

### **4. Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$220.00 at the at the settlement for each request.

### **5. Adjustments**

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

### **6. Default not remedy**

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 6.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 6.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property; and
- 6.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

### **7. Amendments**

General Condition 6.1 is deleted.

# Contract of Sale of Land - 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

## Money

### 14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic 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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

payment of the amount.

## 25. GST WITHHOLDING

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## **Transactional**

### **26. TIME & CO OPERATION**

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### **27. SERVICE**

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

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

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

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

### **32. BREACH**

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

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

### **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35. DEFAULT NOT REMEDIED**

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

# GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
 (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

## Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

# **SECTION 32** **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

**Vendor:** NABEEL YOUSIF OGHANNA and LINDA PETER SHAYA

**Property:** 15 GIBBONS Drive EPPING VIC 3076

**VENDORS REPRESENTATIVE**

EASY LINK CONVEYANCING

Shop

328 Main Road East  
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: [settlement2@easylinkconveyancing.com.au](mailto:settlement2@easylinkconveyancing.com.au)

Ref: HN-23/27335

SECTION 32 STATEMENT  
15 GIBBONS DRIVE EPPING VIC 3076

**32A FINANCIAL MATTERS**

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- None to the vendors knowledge

**Their total does not exceed \$5000.00**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:

- Not Applicable

**32B INSURANCE**

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:

- Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:

- Not Applicable

**32C LAND USE**

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.

- Covenants affecting the land are as set out in the attached copies of title.

- Other restrictions affecting the land are as attached.

- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT  
15 GIBBONS DRIVE EPPING VIC 3076

(c) PLANNING

Planning Scheme: Whittlesea planning scheme  
Responsible Authority: Whittlesea City Council  
Zoning: GRZ General Residential Zone  
Planning Overlay/s: See attached reports

**32D NOTICES**

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.  
Is contained in the attached Certificate/s.  
Is as follows:-

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT  
15 GIBBONS DRIVE EPPING VIC 3076

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
  - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
  - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT  
15 GIBBONS DRIVE EPPING VIC 3076

**DATE OF THIS STATEMENT**

/  /20

**Name of the Vendor**

**NABEEL YOUSIF OGHANNA and LINDA PETER SHAYA**

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

Register Search Statement - Volume 10140 Folio 956

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

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

VOLUME 10140 FOLIO 956

Security no : 124106463914H  
Produced 30/05/2023 10:00 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 321167W.  
PARENT TITLE Volume 08668 Folio 554  
Created by instrument PS321167W 04/11/1993

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
NABEEL YOUSIF OGHANNA  
LINDA PETER SHAYA both of 15 GIBBONS DRIVE EPPING VIC 3076  
AD987759E 09/11/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD987760V 09/11/2005  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT (as to whole or part of the land) in instrument T333480D 30/09/1994

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 PS321167W 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: 15 GIBBONS DRIVE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 30/05/2023, for Order Number 79669191. Your reference: HN-23/27335.**

INFORMATION ONLY

\$92800

# VICTORIAN LAND TITLES OFFICE

**IMAGED**

## Transfer of Land

Containing a  
Covenant and  
an Easement

Section 45 Transfer of Land Act 1958

300994 1213 45 47 T333480D Form 1

Lodged at the Land Titles Office by:

Name: Ken Berwickson & Assoc

Phone: 328 1622

Ref: 194264 Customer Code 04834

MADE AVAILABLE / CHANGE 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 easement 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 easement reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land (Title)

**VOLUME 10140 FOLIO 956**

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

**ESTATE IN FEE SIMPLE**

Consideration

**\$47,000.00**

Transferor (Full name)

**CAZEM NOMINEES PTY. LTD.**

Transferee (Full name and address for future notices including postcode)

**MICHAEL WILLIAM O'CONNELL & WENDY O'CONNELL  
of 40 Monash Street, Lalor as joint tenants**

Directing Party (Full name)

Creation and/or Reservation of Easement and/or Covenant

The property will be sold subject to the Purchaser agreeing to include in the Transfer of Land to him a Restrictive Covenant affecting the land and which covenant is to be in a form of the Covenant set out below:

"The said Transferee for (itself) and (its) successors in title and other registered proprietor or proprietors for the time being of the said land HEREBY COVENANTS and as separate covenants with the said Transferor and its successors in title and other the registered proprietor or proprietors of the Lots in Plan of Subdivision No. 321167W other than the said Land hereby transferred that it will not build or cause to be built on any part of the land sold any dwelling having an external surface constructed with less than eighty per cent (80%) brick or brick

(see reverse)

Land Titles Office Use Only

Trn 070717847 Cde 52 29/09/94  
Ref F0055 Amt \$ 928.00  
Stamp Duty Victoria  
266771369451136

**Duty Use Only**

**T2**



**ORDER TO REGISTER**

**To the Registrar of Titles**

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....

Customer code.....

**Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)**

vener excluding glazing and such dwelling shall not have a living area of less than 100m or have a roof constructed or clad with reflective material or to build or cause to be built or to place or cause to be placed on any part of the land sold any caravan or mobile home or temporary or removable building or any building moved from another site other than a builder's shed and that for a period of twenty-four (24) months from the date of final settlement of the sale unless a dwelling house has been constructed on the land sold they will not erect cause or permit to be erected on the land sold or any part thereof any sign stating that the land is or may in the future be for sale or erect a fence on any part of the land whose boundaries adjoin any land owned by Cazem Nominees Pty. Ltd. unless such fence shall be erected at no cost to Cazem Nominees Pty. Ltd. and it is intended that this covenant shall run at law and in equity with the Land hereby transferred and shall appear as an encumbrance on any Certificate of Title to issue herefore."

Dated: 20/9/1994  
Execution and Attestation

THE COMMON SEAL OF CAZEM NOMINEES )  
PTY. LTD. (ACN 007 360 634) WAS )  
HEREUNTO AFFIXED IN ACCORDANCE WITH )  
ITS ARTICLES OF ASSOCIATION IN THE )  
PRESENCE OF: )



Director *[Signature]*  
Secretary *[Signature]*

SIGNED BY THE TRANSFEREES )  
IN THE PRESENCE OF: )

*[Signature]*  
*[Signature]*

Witness *Linda Evans.*  
*independent adult witness*

See Annexure Sheet marked.....

<b>PLAN OF SUBDIVISION</b>	STAGE No	LTO USE ONLY <b>EDITION 2</b>	PLAN NUMBER <b>PS 321167.W.</b>
----------------------------	----------	----------------------------------	------------------------------------

**LOCATION OF LAND**

PARISH: MORANG

TOWNSHIP:

CROWN SECTION: SEVEN (PART)

CROWN ALLOTMENT:

CROWN PORTION:

LTO BASE RECORD: CHART 14 - MORANG (3103)  
 TITLE REFERENCES:  
 VOLUME 8668 FOLIO 554

LAST PLAN REFERENCE/S: LP. 58918 - LOT 10 (PART)

POSTAL ADDRESS: McDONALDS ROAD  
 (At time of subdivision) EPPING 3076

AMG Co-ordinates  
 (of approx centre of land in plan) E 328,600 ZONE: 55  
 N 5,831,150

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: WHITTLESEA REF: 123612

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

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/~~has not~~ been made.  
 (ii) The requirement has been satisfied.  
 (iii) The requirement is to be satisfied in Stage .....

Council Delegate  
 Council Seal  
 Date 2 / 6 / 93

Re-certified under Section 11(7) of the Subdivision Act 1988  
 Council Delegate  
 Council Seal  
 Date / /

**VESTING OF ROADS AND/OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R1	SHIRE OF WHITTLESEA
RESERVE NO.1, NO.2 AND NO.3	SHIRE OF WHITTLESEA

**NOTATIONS**

STAGING This ~~is~~ is not a staged subdivision.  
 Planning permit No.

DEPTH LIMITATION DOES NOT APPLY

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

SURVEY THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s)  
 IN PROCLAIMED SURVEY AREA No.

**EASEMENT INFORMATION**

LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE SEWERAGE	3.02 3.02	LP.58918 THIS PLAN	LOTS ON LP.58918 LAND IN THIS PLAN & MELBOURNE WATER CORPORATION
R-1	WAY, DRAINAGE, SEWERAGE, WATER, ELECTRICITY, GAS AND TELEPHONE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
E-2	DRAINAGE, SEWERAGE	3	THIS PLAN	LAND IN THIS PLAN, MELBOURNE WATER CORPORATION AND SHIRE OF WHITTLESEA
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN, MELBOURNE WATER CORPORATION

**LTO USE ONLY**

STATEMENT OF COMPLIANCE/  
 EXEMPTION STATEMENT

RECEIVED

DATE 3 / 11 / 93

**LTO USE ONLY**

PLAN REGISTERED  
 TIME  
 DATE 4 / 11 / 93

*J. Stoggin*  
 Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

**MARCUS KALKMAN & ASSOCIATES**  
 CONSULTING SURVEYORS  
 P.O. BOX 662  
 FRANKSTON 3199. TEL. 776 9907

LICENSED SURVEYOR (PRINT) MARCUS J. KALKMAN

SIGNATURE ..... DATE / /

REF **440/92** VERSION **5**

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE **A3**

PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER

PS 321167.W.

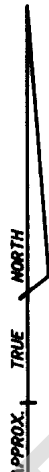
RESERVE NO.2  
PLANTATION RESERVE  
49m<sup>2</sup>

McDONALDS ROAD

RESERVE NO.3  
PLANTATION RESERVE  
48m<sup>2</sup>

C.A. 8

C.A. 7



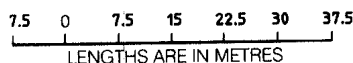
SROOLEE COURT

GIBBONS DRIVE

YVETTER COURT

RESERVE NO.1  
RESERVE FOR  
MUNICIPAL PURPOSES  
940m<sup>2</sup>

**MARCUS KALKMAN & ASSOCIATES**  
CONSULTING SURVEYORS  
P.O. BOX 662  
FRANKSTON 3199 TEL. 776 9907



ORIGINAL  
SCALE SHEET  
SIZE  
1:750 A3

LICENSED SURVEYOR (PRINT) MARCUS J. KALKMAN  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
REF 440/92 VERSION 5

SHEET 2 OF 2 SHEETS

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_





From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 May 2023 10:13 AM

## PROPERTY DETAILS

Address: **15 GIBBONS DRIVE EPPING 3076**  
 Lot and Plan Number: **Lot 7 PS321167**  
 Standard Parcel Identifier (SPI): **7\PS321167**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **372607**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 182 J11**

[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

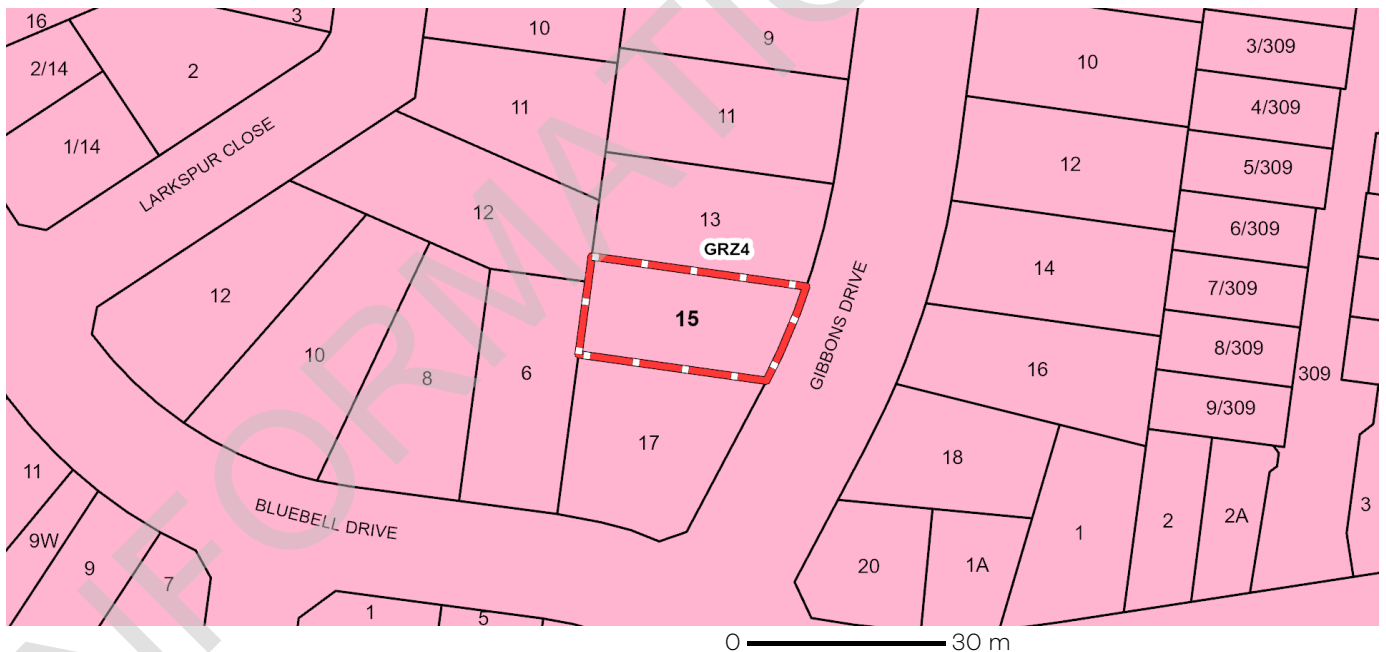
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



**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 24 May 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

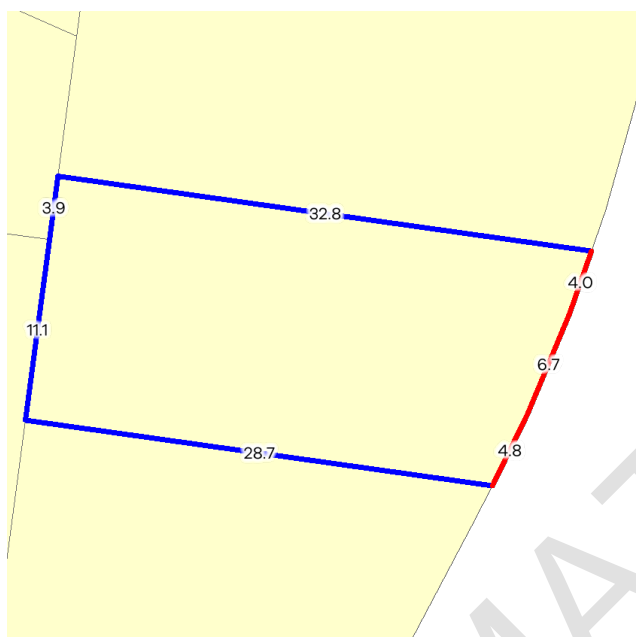
## PROPERTY DETAILS

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 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **372607**  
 Directory Reference: **Melway 182 J11**

[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:** 464 sq. m

**Perimeter:** 92 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 address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

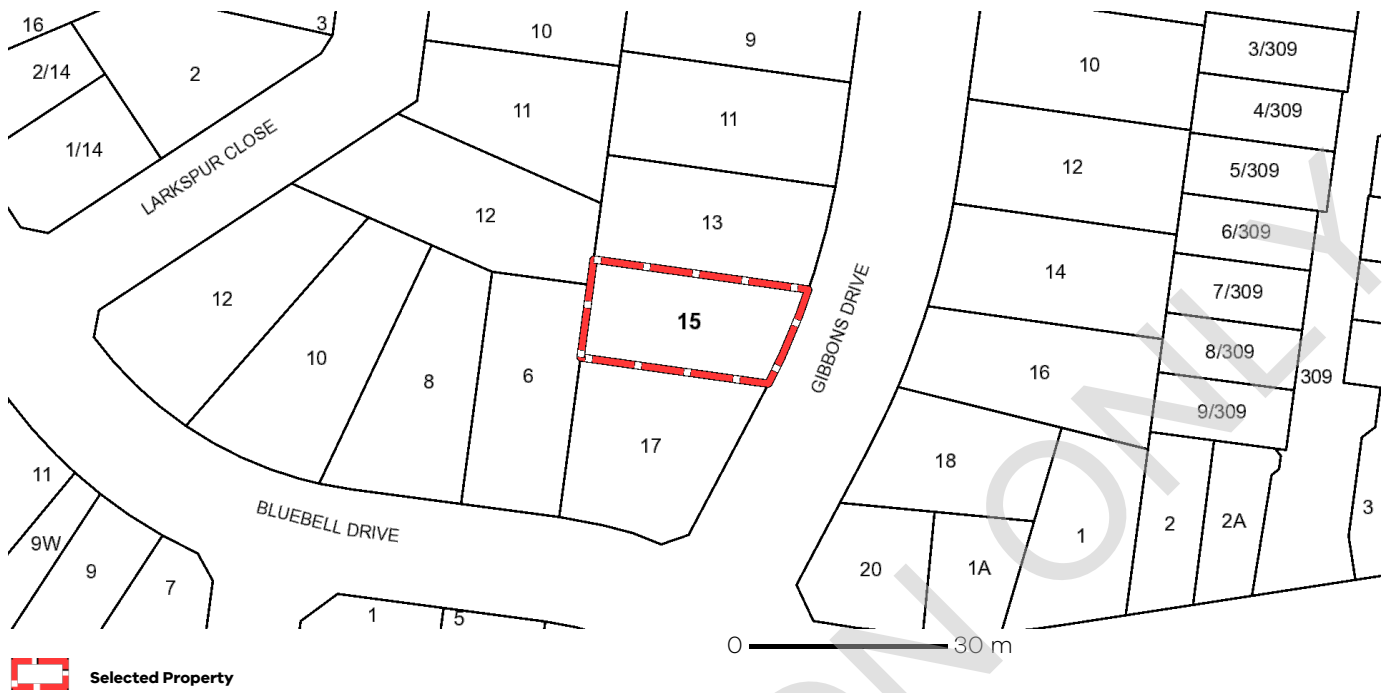
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

INFORMATION

# Your quarterly bill



542665-001 000460(925) D029

RESIDENT MRS SARAY DMANOOS  
MR NABEEL OGHANNA,  
12 ECLIPSE AVE  
EPPING VIC 3076

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

Account number 36 1433 0000  
Invoice number 3612 1253 33454  
Issue date 5 May 2023  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due

**\$159.49**

Due date

**26 May 2023**

## Summary

15 GIBBONS DR, EPPING

Property Number 1506 365, PS 321167

Product/Service

Water Supply System Charge

Sewerage System Charge

Yarra Valley Water Total

Other Authority Charges

Waterways and Drainage Charge on behalf of Melbourne Water

**TOTAL (GST does not apply)**

Amount

\$19.70

\$112.45

**\$132.15**

\$27.34

**\$159.49**

## Payment summary

Last Account \$157.73  
Paid/Adjusted -\$157.73  
Balance \$0.00  
Total this Account +\$159.49  
**Total Balance \$159.49**

No water usage has been charged on this account.



## How to pay



\*3042 361212533345 4

### Direct Debit

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



### Centrelink

Arrange regular deductions from your Centrelink payments. Visit [yvwm.com.au/paying](http://yvwm.com.au/paying) CRN reference: 555 054 118T



### EFT

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

Account name:  
Yarra Valley Water  
BSB: 033-885  
Account number: 361452490



### Credit card

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



### 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: 3612 1253 33454

RESIDENT MRS SARAY DMANOOS

Account number 36 1433 0000  
Invoice number 3612 1253 33454  
**Total due \$159.49**  
Due date 26 May 2023  
Amount paid \$



### BPAY®

Bill code: 344366  
Ref: 361 4330 0005

## Detail of charges

No water usage has been charged on this account.

## Your charges explained

- **Water supply system charge**  
1 April 2023 - 30 June 2023  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
1 April 2023 - 30 June 2023  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
Waterways and drainage charge  
1 April 2023 - 30 June 2023  
Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)

## 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).

Registering your concession can also reduce the amount you need to pay.

Please call us on **1800 680 824** or visit [yvw.com.au/concession](http://yvw.com.au/concession).

## Contact us

Enquiries 1300 304 688

Faults and Emergencies 13 27 62 (24hr)

enquiry@yvw.com.au

yvw.com.au

TTY Voice Calls 133 677

Speak and Listen 1300 555 727

For all other languages call our translation service on **03 9046 4173**

1300 927 363

普通话

1300 931 364

Ελληνικά

1300 921 362

廣東話

1300 914 361

For language assistance

Next meter reading:  
Between 1-8 Aug  
2023



# Your quarterly bill



544122-001 002077(4153) D029

MR N OGHANNA & MR L SHAYA  
12 ECLIPSE AVE  
EPPING VIC 3076

<b>Enquiries</b>	1300 304 688
<b>Faults (24/7)</b>	13 27 62
<b>Account number</b>	16 9701 4808
<b>Invoice number</b>	1692 2510 08177
<b>Issue date</b>	12 May 2023
<b>Property address</b>	12 ECLIPSE AVE EPPING
<b>Property reference</b>	1638098, LOT 59
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

<b>Previous bill</b>	<b>\$328.53</b>
Payment received thank you	-\$328.53
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges</b>	
Water usage	\$109.98
Sewage disposal	\$34.25
<b>Service charges</b>	
Water supply system	\$19.70
Sewerage system	\$112.45
<b>Other authority charges</b>	
Waterways and drainage	\$27.34
<b>Total this bill (GST does not apply)</b>	<b>\$303.72</b>
<b>Total balance</b>	<b>\$303.72</b>



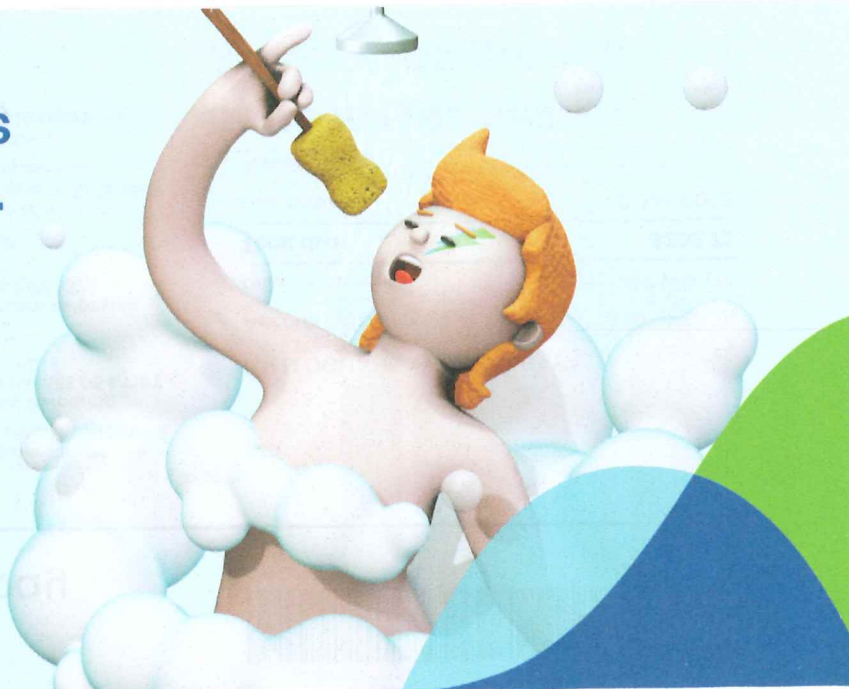
- Usage charges
- Service charges
- Other authority charges

## Reduce your showers to 4 minutes of fame.

You can save an average of \$250 a year by shortening your showers to 4 minutes.

[yvwm.com.au/showershorter](http://yvwm.com.au/showershorter)

**SHOWER SHORTER**  
**SAVE WATER**



## Your usage details

From 8 Feb 2023 - 11 May 2023 (92 days)

Water usage 1KL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAK019890	2,642KL -	2,598KL =	44KL
Water usage charge			
STEP 1 (0-440 litres per day)	40.480KL x	\$2.4451 =	\$98.98
STEP 2 (441-880 litres per day)	3.520KL x	\$3.1253 =	\$11.00
<b>Total</b>	<b>44.000KL</b>		<b>\$109.98</b>
Sewage disposal			
Sewage disposal charge	Sewage volume	Price \$/KL	Amount
	29.680KL x	\$1.1540 =	\$34.25
<b>Total usage charges</b>			<b>\$144.23</b>

## Your charges explained

- **Water usage charge**  
The cost for water used at your property, including treatment and delivery. The cost of water increases with the amount used (STEP tariffs).
- **Sewage disposal charge**  
The cost of removing and treating sewage. This is based on your indoor water usage. We deduct a percentage of water estimated to be used outside.
- **Water supply system charge**  
1 April 2023 - 30 June 2023  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
1 April 2023 - 30 June 2023  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
1 April 2023 - 30 June 2023  
Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)

## 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 [yv.com.au/financialhelp](http://yv.com.au/financialhelp).  
Registering your concession can also reduce the amount you need to pay.  
Please call us on **1800 680 824** or visit [yv.com.au/concession](http://yv.com.au/concession).

## Contact us

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For language assistance	1300 914 361
العربية	1300 921 362
廣東話	1300 931 364
普通話	1300 927 363

## Spotted a burst or leak?

- To report an issue visit [yv.com.au/reportfault](http://yv.com.au/reportfault)
- Scan the QR code to download and use the **Snap, Send and Solve** app
- Call our 24-7 emergency hotline on **13 27 62**
- View our live faults map at [faults.yv.com.au](http://faults.yv.com.au)

Next meter reading:  
Between 3-10 Aug  
2023



## Valuations, rates and charges

for the period 1 July 2021 to 30 June 2022

Issue Date 16/07/2021



029-3076 (2072)

Mr N Y Oghanna & Mrs L P Shaya  
12 Eclipse Ave  
EPPING VIC 3076

### Assessment Number

**0372607**

### Property Details

15 Gibbons Drive EPPING VIC 3076  
LOT 7 PS 321167W

**Ward** South East

**AVPCC** 110 Detached Dwelling

**Land Use** Residential

*Land use is for State fire services levy purposes only.*

### Council rates and charges

Overdue balance as at 30/06/2021 \$0.00  
 Net payments and other adjustments -\$0.04  
 General rate 24,500.00 x 0.05138479 \$1,258.93  
 Garden waste bin charge 1.00 x 77.00 \$77.00  
 Waste Service Charge (Res/Rural) 1.00 x 114.40 \$114.40  
 Rates pensioner concession \$0.00  
 Rates rebate \$0.00

### State government charges

Fire services charge (Res) 1.00 x 114.00 \$114.00  
 Fire services levy (Res) 490,000.00 x 0.00005900 \$28.91  
 Fire services pensioner concession \$0.00

**New rates and charges raised for 2021/2022**

**\$1,593.20**

### Valuation Details

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

**Site value** \$340,000  
**Capital improved value** \$490,000  
**Net annual value** \$24,500  
**Level of value date** 01/01/2021  
**Valuation operative date** 01/07/2021

### Payment Options

#### Quarterly instalments

1st Instalment By 30/09/2021 <b>\$399.20</b>	2nd Instalment By 30/11/2021 <b>\$398.00</b>	3rd Instalment By 28/02/2022 <b>\$398.00</b>	4th instalment By 31/05/2022 <b>\$398.00</b>
--	--	--	--

Full payment of the 1st instalment must be received by 30/09/2021 in order to receive instalment notice reminders. If payment is not received by 30/09/2021, your account will revert to the lump sum option shown below.

#### Lump sum

Payable by 15/02/2022  
**\$1,593.20**

#### 9 Monthly payments

1st payment by 30/09/2021  
**By application only** - closes 31/08/2021  
See application form for details.

#### 18 Fortnightly payments

1st payment by 01/10/2021  
**By application only** - closes 31/08/2021  
See application form for details.

### Where to pay

www.whittlesea.vic.gov.au



**Bill Code: 5157**  
**Ref: 0372607**

BPAY™ this payment via internet or phone banking.  
BPAY View™ - View and pay this bill using internet banking  
BPAY View Registration No.: 0372607



**Billpay Code: 0350**  
**Ref: 3726076**

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au  
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



**Phone 1300 301 185**



**Mail**  
PO Box 2002  
Preston Vic 3072  
Please allow for postal delays.



350 3726076  
**\$399.20**



350 3726076  
**\$1,593.20**



**Council Offices**

Cash, Cheque or EFTPOS  
Hours - 8.30am to 5.00 pm Mon. to Fri.  
(except public holidays).

Brick & Rubble Waste

Timber Waste

Green Waste

Hard Waste

Terms and Conditions apply

## Rates capping

Council has compiled with the Victorian Government's rate cap of 1.5%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

1. the valuation of your property relative to the valuation of other properties in the municipality

2. the application of any differential rate by Council

3. the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

## Pensioner concession

If you are in receipt of a pension concession card or service concession card, you may be eligible for a concession on your rates and fire services fixed charge on your **principal place of residence**. If you have previously applied and are still eligible for a concession, this will be shown on the front of the annual notice. Instalment notices will not show concession amounts.

Forms are available at [www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au) or by calling 9217 2170. **Note:** Health care cards are not accepted.

## Penalty interest charges on late payments

Penalty interest charges may be applied on overdue amounts in accordance with s172 of the *Local Government Act 1989*. The applicable interest rate of 10.0% per annum is determined under the *Penalty Interest Rates Act 1983*. The penalty interest charge is applied after the due date of an instalment. In the case of a lump sum payment it will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the following day after their due dates. In all cases penalty interest will continue to accrue until all amounts are paid in full. Sections 26 and 27 of the *Fire Services Property Levy Act 2012* apply for waiver, deferral or concession requests on the Fire Services Levy.

## Other penalties for failing to pay

Council may sue in the Magistrates' Court to recover any outstanding rates and/or charges. This may result in further costs for the owners of the property. In accordance with s181 of the *Local Government Act 1989*, Council may exercise its right to sell property in order to recover unpaid rates and charges.

## Objection to valuation

The values shown on this notice were assessed as at 1 January 2021 by the Valuer General Victoria being the valuation authority. A person aggrieved by an assessment of the value and/or the Australian Valuation Property Classification Code of any land may lodge a written objection with the Council. An objection must be lodged:

• within two months after the Annual Notice or Supplementary Notice is given if the notice is sent directly to the owner or occupier, or

• within four months after the Annual Notice or Supplementary Notice is given to the occupier, if the notice is sent directly to the landlord.

Objections on valuations cannot be lodged on Instalment, Remainder, Final, Duplicate or Amended Notices. The grounds for objection are limited – see section 17 of the *Valuation of Land Act 1960*. **Please note:** the rates must be paid even if an objection is lodged as required by section 29 of the *Valuation of Land Act 1960*.

Upon receipt of an objection, Council will refer it to the Valuer General to decide whether an adjustment is necessary. If an objection is dissatisfied with the determination, or a decision has not been reached in four months of lodging the objection, the objector may lodge a written request within 30 days with the Civil and Administrative Tribunal or, depending upon the capital improved value of the property, treat the objection as an appeal to the Supreme Court.

Written objections can be emailed to [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au).

## Financial hardship

If you cannot pay your rates and charges by the nominated date under the Financial Hardship Policy, The Policy is available on the Council website at [www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au) and forms can be obtained by calling 9217 2170.

## Objection to rate or charge

A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged with the County Court within 30 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (see above).

## Australian Valuation Property Classification Code (AVPCC)

A property is allocated an AVPCC to determine the land use classification for Fire Services Levy purposes. In some cases, a property may have dual/multiple uses and in this instance the predominant/primary use will be allocated when determining the appropriate code.

## Farm Land

In order for a property to be considered for classification as 'farm land', an application form must be completed which can be obtained from the Council Offices or downloaded from [www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au). If Council has rejected an application and the owner or occupier of that land considers that the land should be classified as 'farm land', that owner or occupier may apply to the Civil and Administrative Tribunal for a review of Council's decision. 'Farm land' is defined within the *Valuation of Land Act 1960*.

A person may apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

## Allocation of payments

1. Legal costs
2. Interest charges
3. Overdue rates and charges
4. Current year rates and charges

## Change of name and address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

## Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

## Waste vouchers terms and conditions

Vouchers are not transferable or for commercial use – the home owner must be present when using vouchers. Photo identification may be requested when presenting vouchers.

# 2023 Land Tax Assessment Notice

For land held in joint ownership



7053032048009000092

029

MRS LINDA PETER SHAYA  
12 ECLIPSE AVENUE  
EPPING VIC 3076



CUSTOMER NUMBER QUOTE IF YOU CONTACT US	<b>093135073</b>
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	<b>64405303</b>
ISSUE DATE	<b>12 MAY 2023</b>
TOTAL PAYABLE	<b>\$575.00</b>
INTEREST IS CHARGED ON LATE PAYMENTS	

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:  
MRS LINDA PETER SHAYA  
MR NABEEL YOUSIF OGHANNA

### TWO WAYS TO PAY

**1** IN FULL

**PAY BY** **22 SEP 2023**

## Visit My Land Tax



- View and pay assessments
- Apply for exemptions
- Update property ownership

[sro.vic.gov.au/mylandtaxregister](https://sro.vic.gov.au/mylandtaxregister)

**2** INSTALMENTS




**SET UP BY** **9 JUN 2023**

Instalments are **ONLY** payable via the online system, **AutoPay**.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR INSTALMENTS (EQUAL AMOUNTS)	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS
--	------------------------	----------------------------



[sro.vic.gov.au/autopay](https://sro.vic.gov.au/autopay)

  
Paul Broderick  
Commissioner of State Revenue

### PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

**BPAY®**

 **Billers Code:** 5249  
**REF:** 64405303

Telephone and internet banking  
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
[bpay.com.au](https://bpay.com.au)

**CARD**

 **Customer No:** 093135073  
**REF:** 64405303

Visa or Mastercard only  
Pay via our website or phone 13 21 61.  
A card payment fee applies.  
[sro.vic.gov.au/paylandtax](https://sro.vic.gov.au/paylandtax)

**AUSTRALIA POST**

 **Post Billpay** **\$575.00**

Pay in-store  
Take this notice to any Australia Post.  
**State Revenue Office (VIC) payment**



\*382 400 0064405303 4



# Summary of assessment

Assessment number: 64405303

Period of assessment: 1 January 2023 to 31 December 2023

Land tax applies to land you owned on 31 December 2022.

<b>2023 calculation</b>	Total taxable value	\$400,000.00
	Tax calculation	\$575.00
	<b>2023 tax payable</b>	<b>\$575.00</b>

For land tax rates, visit [sro.vic.gov.au/landtaxrate](http://sro.vic.gov.au/landtaxrate)

INFORMATION ONLY

## ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils. Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

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

## AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

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

## YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

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

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection. [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment)

## OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

## INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

## JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners visit [sro.vic.gov.au/jointowners](http://sro.vic.gov.au/jointowners).



# Statement of lands for period 1 January 2023 to 31 December 2023

Assessment number: 64405303

Level of value date: 1 January 2022

Lands owned as at midnight 31 December 2022 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax <sup>t</sup>	Proportional tax <sup>tt</sup>	Taxable value
1	15 GIBBONS DR, EPPING, 3076 WHITTLESEA	024455944 7 S321167	\$575.00	\$575.00	\$400,000
2	12 ECLIPSE AVE, EPPING, 3076 WHITTLESEA	036058295 59 S537714	N/A	N/A	\$0 PPR
<b>Total taxable value</b>					<b>\$400,000</b>

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment).

## Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

<sup>t</sup>SINGLE HOLDING TAX

<sup>tt</sup>PROPORTIONAL TAX

PPR

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment. Land Tax Principal Place of Residence exemption

INFORMATION ONLY



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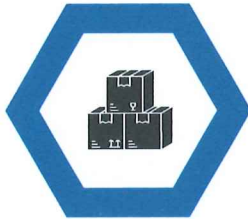
029

MRS LINDA PETER SHAYA  
12 ECLIPSE AVENUE  
EPPING VIC 3076



# Has your land tax increased?

Most land tax customers will see an increase on their assessment notice this year. If your land tax liability has increased, here are some reasons why:



## YOUR CIRCUMSTANCES

A change in circumstance can affect your land tax liability. You may have acquired land in 2022 which increased the site value of your existing taxable land to equal or exceed the \$300,000 tax-free threshold.

You may have moved out of your Principal Place of Residence (PPR) but still own the property, and this property is now taxable. It is important to check your PPR and Primary Production Land (PPL) exemptions are correct (if applicable).

Viewing or updating your details is easy. Simply register for our secure online portal, My Land Tax, at [sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

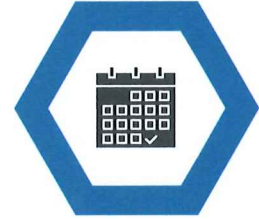


## PROPERTY VALUATIONS

Under legislation, land tax is calculated using the previous year's valuations. This means property valuations on your 2023 land tax assessment were determined by the Valuer-General as at 1 January 2022.

At that time, the mean house price in Victoria had risen by approximately 21% (when compared to the 1 January 2021 valuation).

Property valuations determined as at 1 January 2023 (which may be less than what is listed on your 2023 land tax assessment) will be used to calculate your land tax liability in 2024.



## TOTAL TAXABLE VALUE

Land tax is calculated annually using the total site value of all the taxable land you owned in Victoria at midnight on 31 December 2022, including investment properties and holiday houses.

If the total site value of your taxable land has increased, you may find you now fall into a higher tax rate.

To view current land tax rates, visit [sro.vic.gov.au/landtaxrate](https://sro.vic.gov.au/landtaxrate)

Yours sincerely

**Paul Broderick** Commissioner of State Revenue

ABN 76 775 195 331 | ISO 9001 Quality Certified

[sro.vic.gov.au](https://sro.vic.gov.au) | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

INFORMATION ONLY

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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.

## 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

# SECTION 27 STATEMENT

## VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

**VENDOR:** NABEEL YOUSIF OGHANNA and LINDA PETER SHAYA

**PROPERTY:** 15 GIBBONS Drive EPPING VIC 3076

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):....COMMONWEALTH BANK OF AUSTRALIA

of:..

(b) Amount secured \$.....  
Instalments \$..... per.....  
Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable .....% p.a.  
Default rate .....% p.a.

(d) Due date of repayment of Mortgage(s): ...../...../20  
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does \*does not provide for further advances \*as follows:

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(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../20

SIGNATURE OF VENDOR(S) .....

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### RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....

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**ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT**

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../20

SIGNATURE OF PURCHASER(S) .....

INFORMATION ONLY