

DATED

2025

**AJAY DHAWAN**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 1 Rowena Way, Mickleham VIC 3064**

**ADVANCED CONVEYANCING**

Suite 801, Level 8, 365 Little Collins Street

MELBOURNE VIC 3000

Phone: 03 7036 1526

Ref: MN:LN:MN255135

## CONTRACT OF SALE OF LAND

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

# CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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 ...../...../2025

**Print names(s) of person(s) signing:** .....

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2025

**Print names(s) of person(s) signing:** **AJAY DHAWAN** .....

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

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

# PARTICULARS OF SALE

## Vendor's estate agent

### Harcourts Rata & Co Real Estate

Of: 1/337 Settlement Road, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: Fax: Ref: Bal Singh

## Vendor

**AJAY DHAWAN**

## Vendor's legal practitioner or conveyancer

### ADVANCED CONVEYANCING

Suite 801, Level 8, 365 Little Collins Street, Melbourne VIC 3000

Email: Info@advancedconveyancing.com.au

Mob: 0404 570 666 Ref: MN255135

## Purchaser

Of

Email:

Mob:

## Purchaser's legal practitioner or conveyancer

Of:

Email:

Tel:

Mob:

Fax:

Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11827 Folio 739	1719	PS 742712Y

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

The land includes all improvements and fixtures.

## Property address

The address of the land is: 1 Rowena Way, Mickleham VIC 3064

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

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

## Payment

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ (of which \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

**Settlement (general conditions 17 & 26.2)**

**is due on**

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

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

**Lease (general condition 5.1)**

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

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

- a lease for a term ending on ..... / ..... /20... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on ..... / ..... /20.....
- OR
- a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

**Loan (general condition 20)**

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_  
 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 box is checked. If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

# Special Conditions

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

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

## 1 ACCEPTANCE OF TITLE

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.

EC

## 2 ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

2.2 A party must immediately give written notice by email if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2.3 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*.

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation. The purchaser must anticipate the PEXA workspace created by the vendor to proceed with settlement.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 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 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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3 PLANNING SCHEMES**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### **4 NO REPRESENTATIONS**

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

### **5 PAPER SETTLEMENT**

If Vendor's representative needs to do paper settlement under Purchaser's representative request, the admin fee of \$350 will be charged to the Purchaser.

### **6 DWELLING**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold based on existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

### **7 DEPOSIT**

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

### **8 AUCTION**

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

### **9 GUARANTEE**

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### **10 FIRB APPROVAL**

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

10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

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

### **11 CONDITION OF PROPERTY**

11.1 The property and any chattels are sold:

- (a) in their present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

11.3. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

11.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

## **12 DEFAULT NOT REMEDIED**

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
- (c) Accommodation and/or storage expenses necessarily incurred by the Vendor.
- (d) Costs and expenses as between the Vendor's Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be \$900.00 (plus GST).
- (e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

**13 LOAN**

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution( not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

**14 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 requests an extension or requests the Vendor's representative to seek instruction from the vendor to change the settlement date or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 for additional costs and disbursements.

**15 SWIMMING POOL OR SPA**

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees:

- a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws;
- b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

**16 STATEMENT OF ADJUSTMENTS**

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 7 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 for the delay in receiving the Statement of Adjustments.

**17 GC 23 – SPECIAL CONDITION**

For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies. Therefore, any such amounts will not be considered or adjusted as part of the periodic outgoings under this contract.

**18 GC 28 – SPECIAL CONDITION**

General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies. Consequently, the obligations or adjustments described in General Condition 28 will not be applicable to those amounts governed by sections 10G or 10H of the Sale of Land Act 1962.

# General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2 LIABILITY OF SIGNATORY

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

### 3 GUARANTEE

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

### 4 NOMINEE

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

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

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

13.5 The purchaser is taken to have accepted the vendor's title if:  
(a) 21 days have elapsed since the day of sale; and  
(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

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

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

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

## **Money**

## **14 DEPOSIT**

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:  
(a) must not exceed 10% of the price; and  
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:  
(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-  
(i) there are no debts secured against the property; or  
(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and  
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and  
(c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:  
(a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or  
(b) by cheque drawn on an authorised deposit-taking institution; or  
(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:  
(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and  
(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## **15 DEPOSIT BOND**

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:  
(a) settlement;

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

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

## **16 BANK GUARANTEE**

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

## **17 SETTLEMENT**

17.1 At settlement:

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

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

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

## **18 ELECTRONIC SETTLEMENT**

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic

Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

18.9 The vendor must before settlement:

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **25 GST WITHHOLDING**

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14- 255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor’s entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must: (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and (b) ensure that the representative does so.

25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

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

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

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

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser’s obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

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

## Transactional

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 ..... of ..... (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 ..... 2025

SIGNED by the said ..... )  
 ..... )  
 Print Name: ..... )

.....  
 Director (Sign)

in the presence of: ..... )  
 ..... )  
 Witness: ..... )

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: AJAY DHAWAN,

Property Address: 1 Rowena Way, Mickleham VIC 3064

Lot: 1719 Plan of subdivision: 742712Y

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 03/06/2025

Signed for an on behalf of the Vendor: *ADVANCED CONVEYANCING*

## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	1 ROWENA WAY, MICKLEHAM VIC 3064
-------------	----------------------------------

Vendor's name	AJAY DHAWAN	Date	/ /
Vendor's signature	_____		

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

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$6,000.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

As attached.

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 the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 11827 FOLIO 739

Security no : 124124916144L  
Produced 30/05/2025 09:46 AM

**LAND DESCRIPTION**

Lot 1719 on Plan of Subdivision 742712Y.  
PARENT TITLE Volume 11682 Folio 891  
Created by instrument PS742712Y 19/10/2016

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
AJAY DHAWAN of 44 BRIDGEWOOD DRIVE BEAUMONT HILLS NSW 2155  
AN605809Q 01/03/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW204049U 26/10/2022  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS742712Y 19/10/2016

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 PS742712Y 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: 1 ROWENA WAY MICKLEHAM VIC 3064

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18601V BANKWEST  
Effective from 26/10/2022

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS742712Y</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>30/05/2025 09:46</b>

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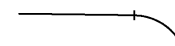
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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 1</b>	<b>PS 742712Y</b>
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<p><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> MICKLEHAM</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> -</p> <p><b>CROWN ALLOTMENT:</b> -</p> <p><b>CROWN PORTION:</b> 24 (PART)</p> <p><b>TITLE REFERENCE:</b> Vol. 11682 Fol. 891</p> <p><b>LAST PLAN REFERENCE:</b> LOT F ON PS734607R</p> <p><b>POSTAL ADDRESS:</b> DONNYBROOK ROAD (at time of subdivision) MICKLEHAM 3064</p> <p><b>MGA 94</b> E 314 665 <b>CO-ORDINATES:</b> N 5 843 890 (approx. centre of land in plan) <b>Zone: 55</b></p>	<p>Council Name: Hume City Council</p> <p>Council Reference Number: S007683 Planning Permit Reference: P16701 SPEAR Reference Number: S074756H</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 23/12/2015</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied for: this plan at Certification</p> <p>Digitally signed by: Michelle Hutchings for Hume City Council on 23/09/2016</p>
---	--


<b>VESTING OF ROADS AND/OR RESERVES</b>	<b>NOTATIONS</b>
---	------------------

<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>	<b>STAGING</b> This <del>is</del> is not a staged subdivision Planning Permit No. <b>P16701</b>
ROAD R1 RESERVE No.1	HUME CITY COUNCIL JEMENA ELECTRICITY NETWORKS (VIC) LTD	<b>DEPTH LIMITATION</b> DOES NOT APPLY <b>SURVEY</b> This plan is <del>is not</del> based on survey This survey has been connected to permanent marks no(s) <b>21, 70</b> In Proclaimed Survey Area No. <b>74</b>
<p><b>OTHER PURPOSE OF PLAN</b> TO REMOVE THAT PART OF DRAINAGE EASEMENT E-4 ON PS734607R NOW CONTAINED IN LOTS 1711 TO 1716 (BOTH INCLUSIVE) ON THIS PLAN</p> <p><b>LAND SUBDIVIDED (EXCLUDING LOT H) - 1-687ha</b> LOTS 1 TO 1700 AND A TO G (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN EASEMENTS E-2, E-3, E-5, E-7 TO E-10 (ALL INCLUSIVE), E-12 &amp; E-17 HAVE BEEN OMITTED FROM THIS PLAN TANGENT POINTS ARE SHOWN THUS: </p>		
<b>AGREEMENT BY ALL INTERESTED PARTIES</b>		

**EASEMENT INFORMATION**

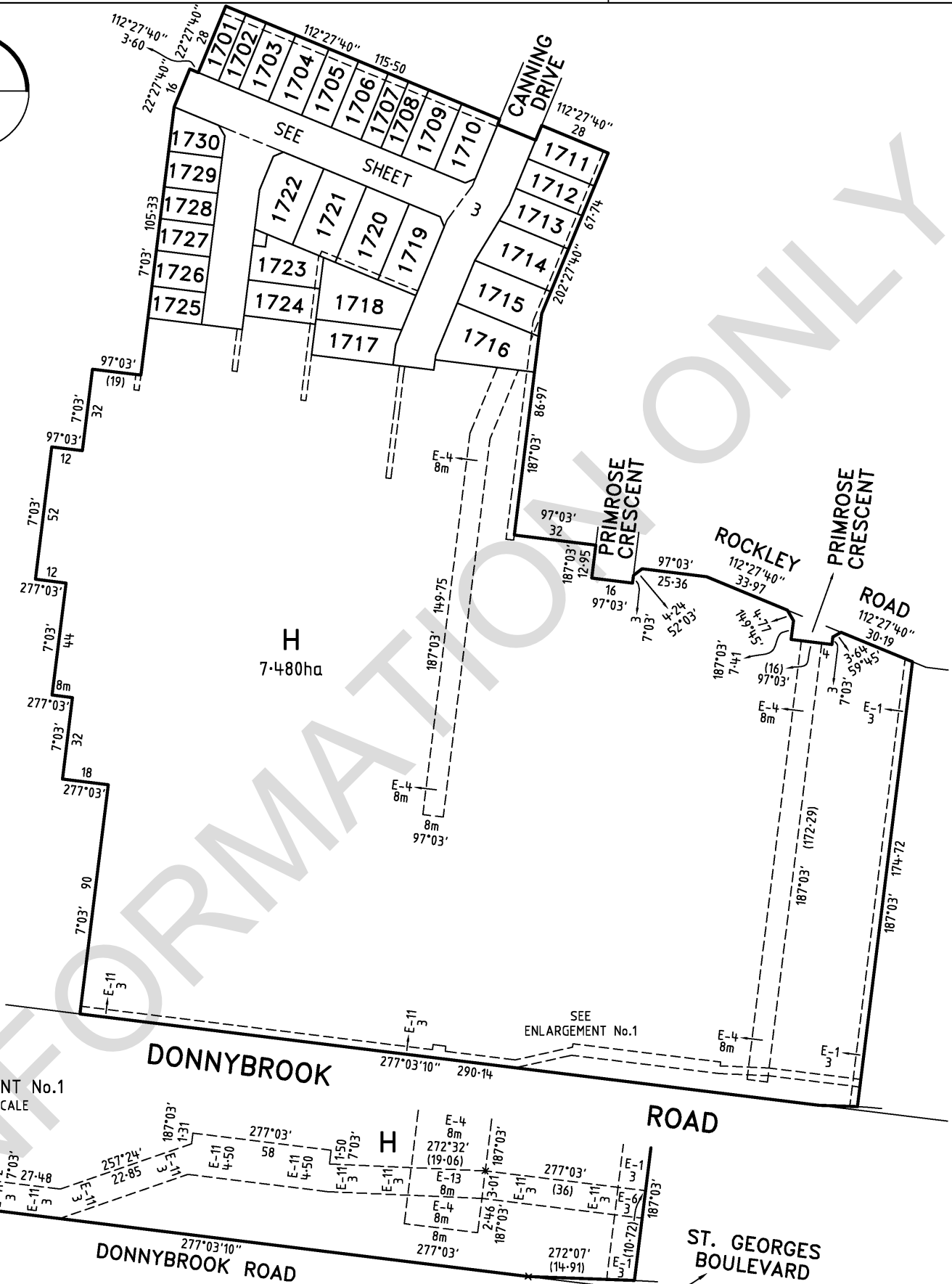
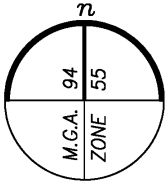
**LEGEND:** E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	PS711404L	HUME CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS711404L	YARRA VALLEY WATER CORPORATION
E-4	DRAINAGE	SEE DIAG	PS711404L	HUME CITY COUNCIL
E-6	TRANSMISSION OF ELECTRICITY	SEE DIAG	C/E AL349952C	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-6	DRAINAGE	SEE DIAG	PS711404L	HUME CITY COUNCIL
E-6	SEWERAGE	SEE DIAG	PS711404L	YARRA VALLEY WATER CORPORATION
E-11	TRANSMISSION OF ELECTRICITY	SEE DIAG	C/E AL349952C	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-13	TRANSMISSION OF ELECTRICITY	SEE DIAG	C/E AL349952C	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-13	DRAINAGE	SEE DIAG	PS711404L	HUME CITY COUNCIL
E-14	DRAINAGE	SEE DIAG	PS734606T	HUME CITY COUNCIL
E-14	SEWERAGE	SEE DIAG	PS734606T	YARRA VALLEY WATER CORPORATION
E-15	DRAINAGE	SEE DIAG	PS711404L	HUME CITY COUNCIL
E-15	SEWERAGE	SEE DIAG	PS734607R	YARRA VALLEY WATER CORPORATION
E-16	DRAINAGE	SEE DIAG	PS734607R	HUME CITY COUNCIL
E-16	SEWERAGE	SEE DIAG	PS734607R	YARRA VALLEY WATER CORPORATION
E-18	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
E-18	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION

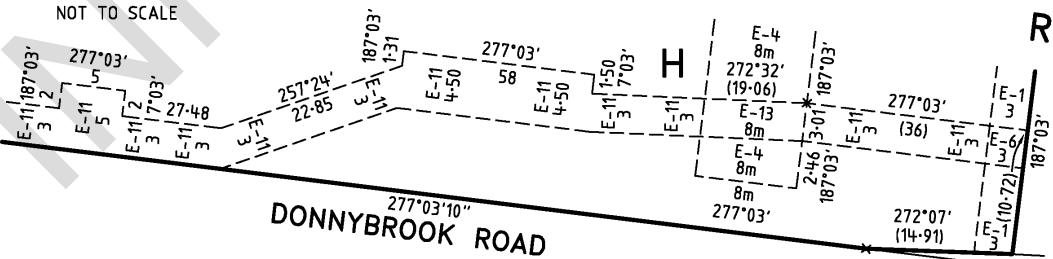
<b>MERRIFIELD - 17</b> <b>30 LOTS AND BALANCE LOT H</b>	LICENSED SURVEYOR <b>GEOFFREY JAMES TURNER</b>	ORIGINAL SHEET SIZE A3
 <p><b>Bosco Jonson Pty Ltd</b> A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p>	DATE <b>24/06/16</b> REFERENCE <b>29005173</b>	SHEET 1 OF 5 SHEETS
	VERSION <b>E</b> DRAWING <b>2900517AE</b>	
Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd), Surveyor's Plan Version (E), 28/06/2016		<b>PLAN REGISTERED</b> TIME: 11:16 DATE: 19/10/16 Randall McDonald Assistant Registrar of Titles

PLAN OF SUBDIVISION

PS 742712Y



ENLARGEMENT No.1  
NOT TO SCALE



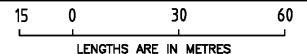
MERRIFIELD - 17

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE  
1:1500



DATE 24/06/16  
VERSION E

REFERENCE 29005173  
DRAWING 2900517AE

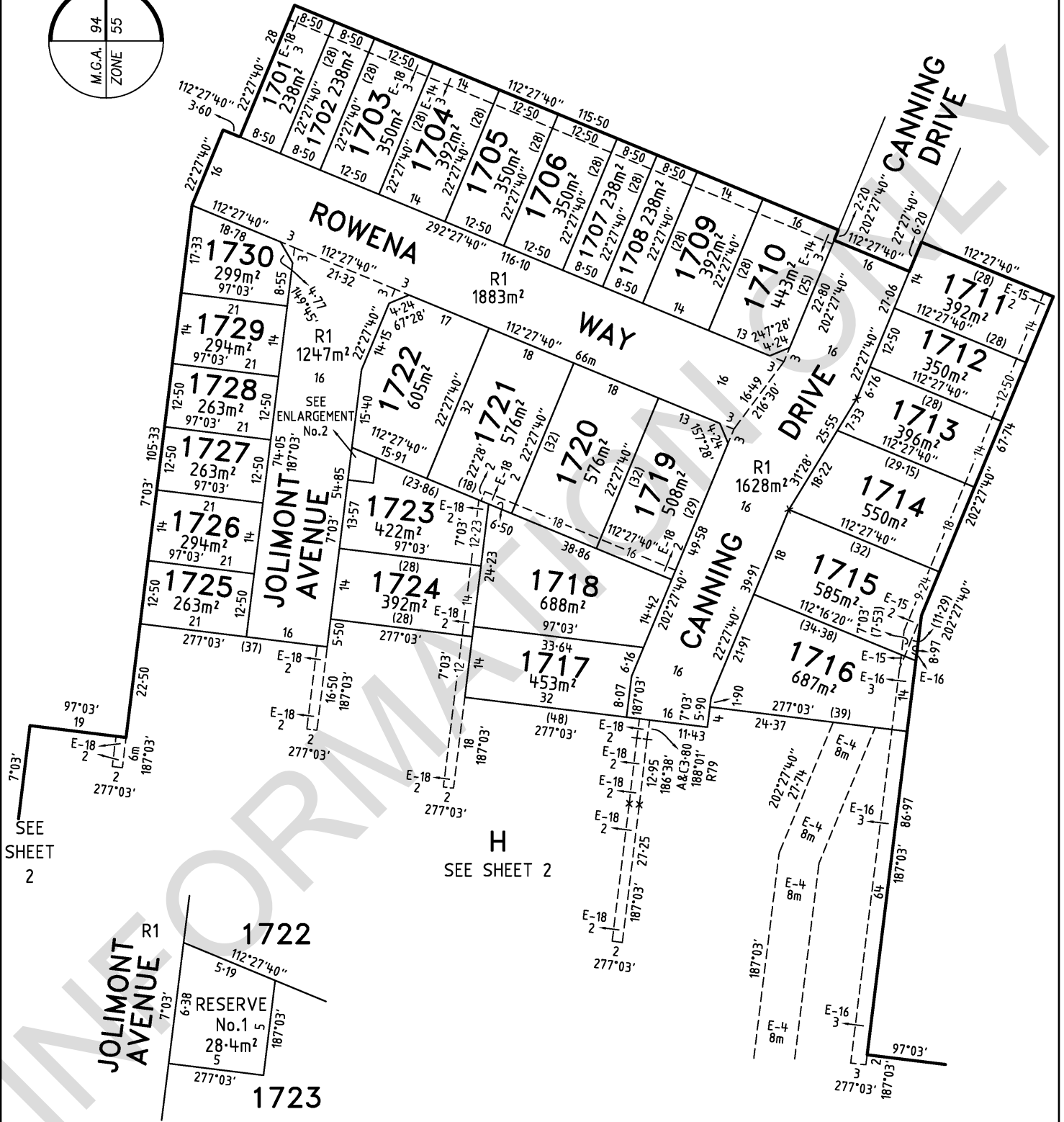
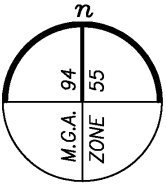
ORIGINAL SHEET SIZE A3  
SHEET 2

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (E),  
28/06/2016

Digitally signed by:  
Hume City Council,  
23/09/2016,  
SPEAR Ref: S074756H

PLAN OF SUBDIVISION

PS 742712Y



SEE SHEET 2

H SEE SHEET 2

SEE SHEET 2

ENLARGEMENT No.2  
NOT TO SCALE

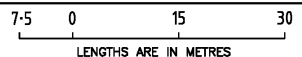
MERRIFIELD - 17

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE  
1:750



DATE 24/06/16  
VERSION E

REFERENCE 29005173  
DRAWING 2900517AE

ORIGINAL SHEET SIZE A3  
SHEET 3

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (E),  
28/06/2016

Digitally signed by:  
Hume City Council,  
23/09/2016,  
SPEAR Ref: S074756H

# PLAN OF SUBDIVISION

# PS 742712Y

## CREATION OF RESTRICTION A

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

## DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1703	1702, 1704
1704	1703, 1705
1705	1704, 1706
1706	1705, 1707
1709	1708, 1710
1710	1709
1711	1712
1712	1711, 1713
1713	1712, 1714
1714	1713, 1715

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1715	1714, 1716
1716	1715
1717	1718, 1724
1718	1717, 1719, 1720, 1721, 1723, 1724
1719	1718, 1720
1720	1718, 1719, 1721
1721	1718, 1720, 1722, 1723
1722	1721, 1723
1723	1718, 1721, 1722, 1724
1724	1717, 1718, 1723

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT

1. BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH PLANS, DRAWINGS, DESIGNS AND SPECIFICATIONS THAT HAVE FIRST BEEN APPROVED BY THE MERRIFIELD LIVING DESIGN REVIEW COMMITTEE IN ACCORDANCE WITH THE "MERRIFIELD LIVING DESIGN GUIDELINES" AS AMENDED FROM TIME TO TIME.
2. SUBDIVIDE OR CAUSE TO SUBDIVIDE OR ALLOW TO BE SUBDIVIDED THE BURDENED LAND.
3. BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT MORE THAN ONE DWELLING.

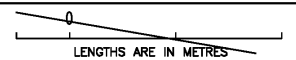
### MERRIFIELD - 17

**Bosco Jonson Pty Ltd**  
 A.B.N 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE



DATE 24/06/16  
 VERSION E

REFERENCE 29005173  
 DRAWING 2900517AE

ORIGINAL SHEET SIZE A3  
 SHEET 4

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd),  
 Surveyor's Plan Version (E),  
 28/06/2016

Digitally signed by:  
 Hume City Council,  
 23/09/2016,  
 SPEAR Ref: S074756H

**PLAN OF SUBDIVISION**

**PS 742712Y**

**CREATION OF RESTRICTION B**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

**DESCRIPTION OF RESTRICTION**

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
1701	1702
1702	1701, 1703
1707	1706, 1708
1708	1707, 1709
1725	1726
1726	1725, 1727
1727	1726, 1728
1728	1727, 1729
1729	1728, 1730
1730	1729

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING FOR ANY BURDENED LOT ON THIS PLAN IN THE TABLE AS A LOT SUBJECT TO THE 'SMALL LOT HOUSING CODE (TYPE A)' MUST NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OR STRUCTURE THAT HAS NOT BEEN CONSTRUCTED IN ACCORDANCE WITH THE 'SMALL LOT HOUSING CODE (TYPE A)' UNLESS IN ACCORDANCE WITH A PERMIT GRANTED TO CONSTRUCT A DWELLING ON THE LOT. THIS RESTRICTION SHALL CEASE TO HAVE EFFECT AFTER THE ISSUE OF CERTIFICATE OF OCCUPANCY FOR THE WHOLE OF THE DWELLING ON THE LOT.

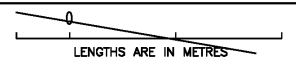
**MERRIFIELD - 17**

**Bosco Jonson Pty Ltd**  
 A.B.N 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR GEOFFREY JAMES TURNER

SCALE



DATE 24/06/16  
 VERSION E

REFERENCE 29005173  
 DRAWING 2900517AE

ORIGINAL SHEET SIZE A3  
 SHEET 5

Digitally signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd),  
 Surveyor's Plan Version (E),  
 28/06/2016

Digitally signed by:  
 Hume City Council,  
 23/09/2016,  
 SPEAR Ref: S074756H

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 May 2025 09:31 AM

## PROPERTY DETAILS

Address: **1 ROWENA WAY MICKLEHAM 3064**  
Lot and Plan Number: **Lot 1719 PS742712**  
Standard Parcel Identifier (SPI): **1719\PS742712**  
Local Government Area (Council): **HUME**  
Council Property Number: **708240**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 366 D3**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## OTHER

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

[View location in VicPlan](#)

## Note

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

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 4 \(UGZ4\)](#)



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

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

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

## Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 4 \(DCPO4\)](#)



## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 29 May 2025.

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>

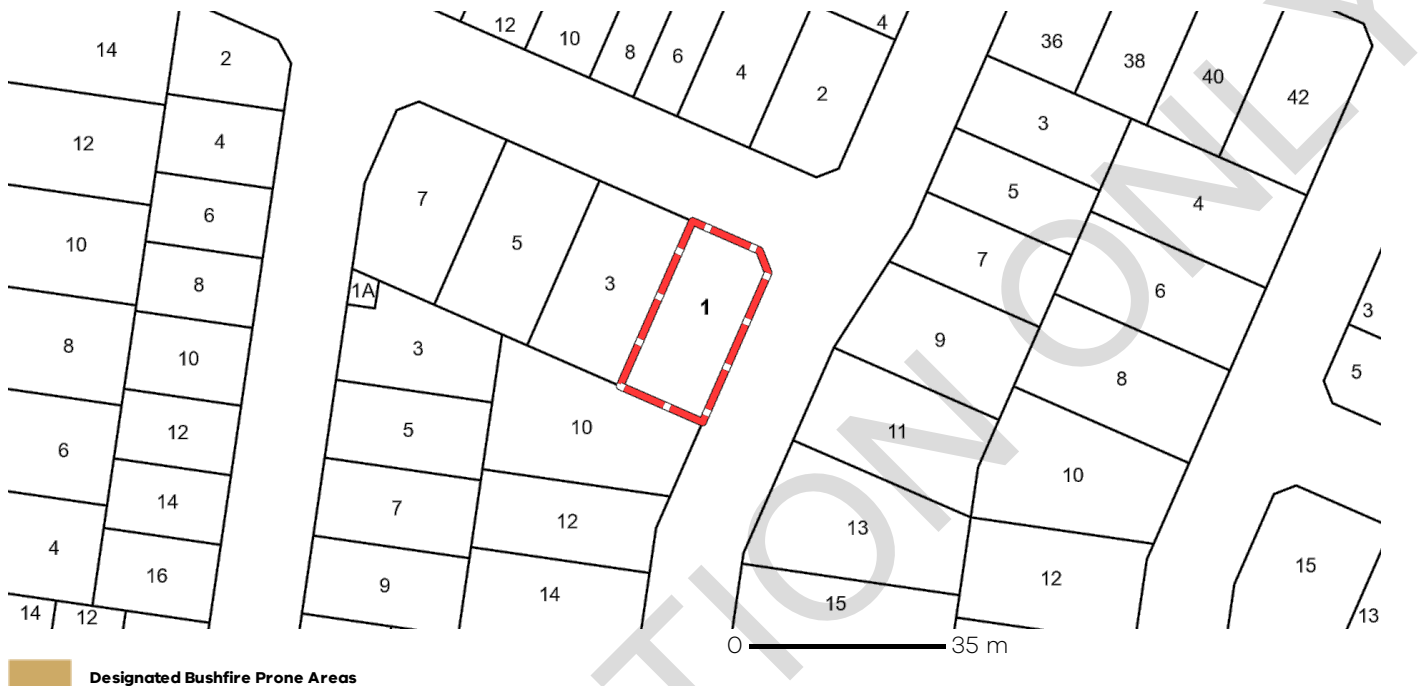
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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>.

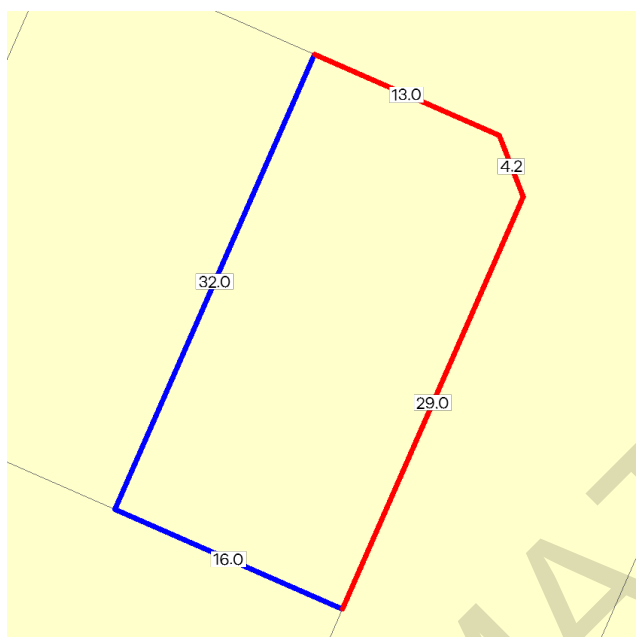
## PROPERTY DETAILS

Address: **1 ROWENA WAY MICKLEHAM 3064**  
Lot and Plan Number: **Lot 1719 PS742712**  
Standard Parcel Identifier (SPI): **1719\PS742712**  
Local Government Area (Council): **HUME**  
Council Property Number: **708240**  
Directory Reference: **Melway 366 D3**

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

## SITE DIMENSIONS

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



**Area:** 507 sq. m

**Perimeter:** 94 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

INFORMATION

# BUILDING PERMIT

FORM 2  
Building Act 1993  
Building Interim Regulations 2017  
Reg 313



ABN: 12 103 020 382  
3 Melbourne Road  
DRUMCONDRA VIC 3215  
Phone: 03 5278 4255  
Fax: 03 5278 4566  
Web: www.mbav.com.au

**PERMIT NO:** BS-U 1471 20171335 / 0  
**MBA FILE NO:** 17001306

**Issued to Applicant** Fairhaven Homes Pty Ltd  
PO Box 784  
Berwick VIC 3806

**Ph:** 9704 4016  
**Fax:** 9796 2033

**Ownership Details** Ajay Dhawan  
44 Bridgewood Drive  
Beaumont Hills NSW 2155

**Property Details** **1 Rowena Way, Mickleham VIC 3064**

Lot 1719	LP/PS 742712	Vol. 11827	Fol. 739
CA	Sect.	Parish	County

**Municipal District** Hume City Council **Allotment area** 508 m<sup>2</sup>

**Builder** Fairhaven Homes Pty Ltd  
Rodney Radings  
PO Box 784  
Berwick VIC 3806

## Details of Practitioners & Architects:

(a) to be engaged in the building work

Name	Class	Registration No
Rodney Radings	Builder	DBU 18467

(b) who were engaged to prepare documents forming part of the application for this permit

Name	Class	Registration No
Armenio Sciessere	Civil Engineer	EC 1191

## Details of domestic building work insurance

**Insurance: Provider:** QBE **Number:** 570069078BWI-200 **Dated:** 21 Jun 2017

**Details of Relevant Planning Permit** (Not applicable)

**Description of Building Work:** Construction of Dwelling (inc. Verandah) & Attached Garage

**Extent of Building Work:** As shown on the approved plans

**Number of storeys:** 1 **Area of new building work** 214 m<sup>2</sup>

**Estimated total value work:** \$230,805.00

## Building Classification:

Part of Building	Permitted Use	BCA Class
Dwelling (inc. Verandah)	Residential	1a
Attached Garage	Outbuilding	10a

**Alternative Solutions** (Not applicable)  
**Building Appeals Board determinations** (Not applicable)

**Reporting Authorities**

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on	Regulation / BCA Clause
Hume City Council	Stormwater Legal Point of Discharge	610 (2)

**Combined allotment statement** (Not applicable)  
**Subdivision of existing building statement** (Not applicable)

**Inspection requirements**

The mandatory notification stages are:

- Pre Slab
- Steel Reinforcement
- Frame
- Final

**Occupation of Building:** An occupancy permit is required prior to the occupation or use of this building.

**Commencement and Completion:** This building work must commence by 28 June 2018 and must be completed by 28 June 2019

**CONDITIONS:**

1. **SITE CUTS:** All site cuts and embankments to be constructed in accordance with BCA Part 3.1.1.1. Alternatively, certified retaining wall designs (including extent) to be provided the relevant building surveyor for approval prior to construction. Provide agricultural type drainage to the base of excavations and connect to the storm water system via a silt pit.
2. **BUSHFIRE:** The bushfire attack level for this allotment has been assessed as LOW. Accordingly, there are no prescribed construction requirements in accordance with AS3959-2009.
3. **FRAME DETAILS:** Wall and Roof frame details from manufacturer to be submitted to Building Surveyor for approval prior to construction of the frame.
4. **LOCAL LAWS:** Many councils have local laws requiring permits and payments such as crossing fees and asset protection fees. The owner/agent is responsible to comply with any applicable Council Local Laws which may affect the development. Contact your local council for more information.
5. **SITE CUTS:** All site cuts and embankments to be constructed in accordance with BCA Part 3.1.1.1. Alternatively, certified retaining wall designs (including extent) to be provided the relevant building surveyor for approval prior to construction.
6. **SOLAR HWS:** A solar water heater is to be provided - heater to be orientated to achieve an efficiency level of 60%. The solar HWS is gas boosted in the event that the property has a reticulated gas supply.
7. **TERMITES:** Details of the method of termite treatment to be utilized are to be provided prior to the slab reinforcement inspection. A durable notice must be permanently fixed to the building in a prominent location, such as a meter box or the like, indicating, (A) the method of protection, (B) the date of installation of the system, (C) where a chemical barrier issued, its life expectancy as listed on the National Register Authority label, and (D) the need to maintain and inspect the system on a regular basis.
8. **WATERPROOFING:** Waterproofing/ tanking must be installed in accordance with AS3740 to all new wet areas. An installation certificate is to be provided at the completion of the building work.

**Building Surveyor:** Anthony Bugeja

**Registration No:**

**BS-U 1471**



**Signature:**

**Date of Issue:**

**28 June 2017**

PERMIT NO: BS-U 1471 20171335 / 0

**PREFABRICATED TRUSSES / FLOORS / WALLS**

Where used, the builder/owner must submit one (1) copy of the manufacturer's truss / floor / wall computations and layout and a bracing plan to the Relevant building Surveyor for approval **prior** to the commencement of frame construction.

**CERTIFICATES**

Prior to issuing an Occupancy Permit or Certificate of Final Inspection a number of certificates will be required. Certificates will cover areas including but not limited to glazing, insulation, termites, waterproofing & plumbing. Refer to the Application for occupancy at [www.mbav.com.au](http://www.mbav.com.au) for more information.

**SITE SIGNS**

Regulation 317 of the Building Regulations 2006 requires that the person in charge of the carrying out of building work on an allotment ensure that the registration numbers and contact details of the builder and building surveyor, as well as the building permit number and date of issue are displayed on the allotment in a position accessible to the public **prior** to the commencement of building work. This sign must remain visible for the duration of the building work.

**CHANGE OF DETAILS**

Under Regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work.

**LOCATION OF PERMIT & APPROVED DOCUMENTS**

The person in charge of the building work must ensure that there is one complete set of approved plans, specifications and other documents on site until all work has been completed and approved.

INFORMATION ONLY

**MBA File No. 17001306**

26 June 2018

Ajay Dhawan  
44 Bridgewood Drive  
Beaumont Hills NSW 2155



ABN: 12 103 020 382

3 Melbourne Road  
DRUMCONDRA VIC 3215

Phone: 03 5278 4255  
Fax: 03 5278 4566  
Web: www.mbav.com.au

Dear Ajay,

**Re: Construction of Dwelling (inc. Verandah) & Attached Garage**  
**At: Lot 1719 , No. 1 Rowena Way Mickleham VIC 3064**

I am pleased to advise that the Occupancy Permit has now been issued for the above job. Please find enclosed a copy for your records.

Should you require any further information in relation to this matter, please do not hesitate to contact the undersigned on 03 5278 4255.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Anthony Bugeja'.

Anthony Bugeja BS-U 1471  
**Relevant Building Surveyor**  
**MBA Building Services Pty Ltd**

INFORMATION ONLY

**FORM 16**  
 Regulation 192  
 Building Act 1993  
 Building Regulations 2018  
**OCCUPANCY PERMIT**

**Property details**

<b>Number</b>	1	<b>Street/Road</b>	Rowena Way	<b>Suburb</b>	Mickleham	<b>Postcode</b>	3064
<b>Lot/s</b>	1719	<b>LP/PS</b>	PS 742712	<b>Volume</b>	11827	<b>Folio</b>	739
<b>Crown allotment</b>		<b>Section</b>		<b>Parish</b>		<b>County</b>	
<b>Municipal District</b>	Hume City Council						

**Building permit details**

Building permit number BS-U 1471/20171335/0  
 Version of BCA applicable to building permit 2016

**Building details**

Building to which permit applies	Permitted Use	BCA Class
Dwelling (inc. Verandah)	Residential	1a
Attached Garage	Outbuilding	10a
Stores contained	1	
Effective height	N/A	
Type of construction	N/A	

**Reporting authorities**


The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Hume City Council	Stormwater Legal Point of Discharge	610 (2)

**Suitability for occupation**

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

**Relevant building surveyor**

Name:	Anthony Bugeja
Address:	3 Melbourne Road DRUMCONDRA VIC 3215
Email:	geelongbs@mbav.com.au
Building practitioner registration no.:	BS-U 1471
Occupancy Permit No.	BS-U 1471/20171335/0
Date of issue:	26 Jun 2018
Date of final inspection:	25 Jun 2018
Signature:	

AJAY DHAWAN  
 44 BRIDGEWOOD DR  
 BEAUMONT HILLS 2155

**Name of Intermediary**  
 MBA INSURANCE SERVICES  
 G P O BOX 544D  
 MELBOURNE 3001

**Account Number**  
 57BWMBA00  
**Date Issued**  
 21/06/2017

## Policy Schedule Details

### Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

**Domestic Building Work**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At the property**

LOT 1719, ROWENA WAY  
 MICKLEHAM VIC 3064

**Carried out by the builder**

FAIRHAVEN HOMES PTY LTD  
 ACN: 149 914 750

**! Important note:** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

**For the building owner**

AJAY DHAWAN

**Pursuant to a domestic building contract dated**

19/05/2017

**For the contract price of**

\$230,805.00

**Type of cover**

Cover is only provided if FAIRHAVEN HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order\*

**Period of cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

**The maximum policy limit for all claims made under this policy is**

\$300,000 all inclusive of costs and expenses\*

**The maximum policy limit for all claims for non-completion of the domestic building works is**

20% of the contract price\*

\*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 570069078BWI-200

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



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

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium	\$963.00
GST	\$96.30
Stamp Duty	\$105.93







**Total** **\$1,165.23**

**IMPORTANT:**

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

**If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723**

**Below are some examples of what to look for:**

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: _____</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>MATCH</b></p> <p><i>Both name of builder and ACN or ABN match</i></p> 	<p>Owner: _____</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p> 
<p>Owner: _____</p> <p>Carried out by the builder: → JOHN CITIZEN ABN: 12 345 678 910</p>	<p><b>NO MATCH</b></p> <p><i>Call QBE, name of builder does not match</i></p> 	<p>Owner: _____</p> <p>Builder: → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p> 
<p>Owner: _____</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>NO MATCH</b></p> <p><i>Call QBE, ABN or ACN does not match</i></p> 	<p>Owner: _____</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p> 

MBA INSURANCE SERVICES  
G P O BOX 544D  
MELBOURNE 3001

**Account Number**  
57BWMBA00  
**Date Issued**  
21/06/2017

### Policy Schedule Details

**Builder** FAIRHAVEN HOMES PTY LTD  
**ABN/ACN** 26 883 987 902  
**Business Address** 12 WHEELER STREET  
BERWICK 3806  
**Registration Number** DBU 18467  
**Type of Insurance** DOMESTIC BUILDING INSURANCE  
**Construction Works** NEW SINGLE DWELLING CONSTRUCTION CONTRACT  
**At** LOT 1719, ROWENA WAY  
MICKLEHAM VIC 3064  
**State** VIC

Declared Construction Value	Contract Date	Estimated Construction Completion Date
\$230,805.00	19/05/2017	19/02/2018

**Building Owner / Beneficiary** AJAY DHAWAN

**Limit of Indemnity, Period of Insurance, Expiry Date**

As stated in the Certificate of Insurance and the policy

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

This notice will become a "Tax Invoice" when the amount payable is paid in full. Should changes be made, then the new schedule issued will become your Tax Invoice.

### Total Premium and Charges

Premium	\$963.00
Levies	\$0.00
GST	\$96.30
Stamp Duty	\$105.93

**Total Premium** **\$1,165.23**

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.

# Rates and charges instalment notice

For the period 1 July 2024 to 30 June 2025  
Enquiries: 9205 2200

A DHAWAN  
48 HEADINGLY AVE  
NORTH KELLYVILLE NSW 2155

PROPERTY NUMBER: 708240  
PAYMENT REFERENCE: 9876558  
DATE OF ISSUE: 10/04/2025



For emailed notices:  
[hume.enotices.com.au](https://hume.enotices.com.au)  
Reference: 12E4F2B87Z

## PROPERTY DETAILS

1 ROWENA WAY MICKLEHAM VIC 3064  
Lot 1719 PS 742712Y Vol 11827 Fol 739  
Owner Details: AJAY DHAWAN

### Site Value

\$415,000

### Capital Improved Value

\$650,000

### Net Annual Value

\$32,500

Level of Value Date: 01/01/2024  
Date Adopted for Rating Purposes: 01/07/2024

## INSTALMENT AMOUNT DUE

**\$582.00**

### DUE DATE

31/05/2025

## Customer Service Centres

**Broadmeadows** 1079 Pascoe Vale Road  
**Craigieburn** 75-95 Central Park Avenue  
**Sunbury** 44 Macedon Street  
Cashier hours: 8am–5pm weekdays

## Contact Council

PO BOX 119, Dallas 3047  
Phone: 9205 2200  
Email: [contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au)  
[hume.vic.gov.au](https://hume.vic.gov.au)

## RATES AND CHARGES

### 4th Instalment

**TOTAL PAYABLE BY 31/05/2025**

**\$582.00**

**\$582.00**

This notice includes payments made to 09/04/2025



Scan here to pay

If you wish to make a payment arrangement or are experiencing financial difficulty please visit Council's website [www.hume.vic.gov.au/rates](http://www.hume.vic.gov.au/rates) for further information.



Easily apply for direct debit



Pay via credit card or bank account



Manage your payments online with eNotices

## HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



**BPAY** (BPAY View Registration No: 9876558 )  
Access Bpay via your internet banking  
BILLER CODE: **12500**  
REF: **9876558**



**DIRECT DEBIT**  
Register online at [hume.vic.gov.au/rates](https://hume.vic.gov.au/rates) to arrange automatic payment of your account



**POST BILLPAY**  
BILLPAY CODE: **0862**  
REF: **9876 558**



**IN PERSON**  
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.



\*862 9876558



**ONLINE OR PHONE**  
Call 13 18 16 or visit [hume.vic.gov.au/pay](https://hume.vic.gov.au/pay)



**MAIL**  
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047

## IMPORTANT INFORMATION FOR RATEPAYERS

### PART PAYMENTS AND PRE-PAYMENTS

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

### PAYMENT ALLOCATION

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

### LATE PAYMENT INTEREST

Instalments not paid on or before each of the due dates will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum as provided for in the Penalty Interest Rates Act 1983.

### FINANCIAL HARDSHIP POLICY AND SUPPORT

Council is committed to assisting ratepayers who are experiencing financial hardship. To apply for a flexible, interest free payment plan, change an existing one or view Council's Financial Hardship policy visit Council's website [hume.vic.gov.au/Rates](http://hume.vic.gov.au/Rates)

### ELECTRONIC DELIVERY OF RATES NOTICES

Future rate and instalment notices can be sent direct to your nominated email address, you can register for this service at [hume.enotices.com.au](http://hume.enotices.com.au) or arrange them to be sent to your online banking account through [bpay.com.au/bpayview](http://bpay.com.au/bpayview)

### PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Health Care Cards are not eligible. Council also provides an additional \$40 rebate on top of the State Government rebate. Apply online at [hume.vic.gov.au/rates](http://hume.vic.gov.au/rates)

### Language Support

Support is available in a variety of languages to better support our proudly diverse community.



[hume.vic.gov.au/translate](http://hume.vic.gov.au/translate)



### Five FREE waste vouchers per year

Tip passes are now flexible waste vouchers. Use them to drop off rubbish at our Resource Recovery Centres or book a hard waste or bundled branch collection. Proof of Hume address required. Limits and conditions apply. Visit [hume.vic.gov.au/wasteoptions](http://hume.vic.gov.au/wasteoptions) to learn more.

## PAYMENT SLIP

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

**PROPERTY LOCATION** 1 ROWENA WAY MICKLEHAM VIC 3064

**RATEPAYER** A DHAWAN

**PROPERTY NUMBER**  
708240

**INSTALMENT**  
\$582.00



# Your quarterly bill



MISS A DHAWAN  
48 HEADINGLY AVE  
NORTH KELLYVILLE NSW 2155

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

Account number 13 6830 5731  
Invoice number 1368 1539 72953  
Issue date 5 Mar 2025  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$188.91**

Due date  
**26 Mar 2025**

## Summary

**1 ROWENA WAY, MICKLEHAM**

Property Number **5149 370**, PS 742712

### Product/Service

	Amount
Water Supply System Charge	\$20.41
Sewerage System Charge	\$116.90
<b>Yarra Valley Water Total</b>	<b>\$137.31</b>
<b>Other Authority Charges</b>	
Waterways and Drainage Charge on behalf of Melbourne Water	\$30.10
Parks Charge	\$21.50
<b>TOTAL (GST does not apply)</b>	<b>\$188.91</b>

## Payment summary

Last Account	\$193.11
Paid/Adjusted	-\$193.11
Balance	\$0.00
Total this Account	+\$188.91
<b>Total Balance</b>	<b>\$188.91</b>

No water usage has been charged on this account.



## How to pay



\*3042 136815397295 3



### Direct debit

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



### EFT

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

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **136871681**



### BPAY®

Bill code: **344366**  
Ref: **136 8305 7315**



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

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



### Post Billpay®

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

Bill code: **3042**  
Ref: **1368 1539 72953**



### Credit Card

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

MISS A DHAWAN

Account number	13 6830 5731
Invoice number	1368 1539 72953
<b>Total due</b>	<b>\$188.91</b>
Due date	<b>26 Mar 2025</b>
Amount paid	\$

## Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your \*NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.50.

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

## Your charges explained

### → Water supply system charge

**1 January 2025 - 31 March 2025**

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

### → Sewerage system charge

**1 January 2025 - 31 March 2025**

A fixed cost for running, maintaining, and repairing the sewerage system.

### → Other authority charges

**Waterways and drainage charge**

**1 January 2025 - 31 March 2025**

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](https://melbournewater.com.au/wwdc)



**Parks charge**

**1 January 2025 - 31 March 2025**

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](https://parks.vic.gov.au)

## Financial assistance

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

## Contact us

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

## Next meter reading:

Between 4-11 Jun 2025

# Property Clearance Certificate

## Land Tax



ADVANCED CONVEYANCING PTY LTD

<b>Your Reference:</b>	LD:76942978-012-1.AJAY DH/
<b>Certificate No:</b>	91243392
<b>Issue Date:</b>	30 MAY 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 1 ROWENA WAY MICKLEHAM VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43461158	1719	742712	11827	739	\$3,300.00

**Vendor:** AJAY DHAWAN

**Purchaser:** TBA TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR AJAY DHANWAN	2025	\$415,000	\$1,695.00	\$0.00	\$1,695.00

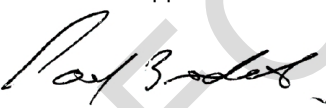
**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR AJAY DHANWAN	2024	\$1,605.00	\$0.00	\$1,605.00

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

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$650,000
SITE VALUE (SV):	\$415,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$3,300.00</b>

# Notes to Certificate - Land Tax

Certificate No: 91243392

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,695.00

Taxable Value = \$415,000

Calculated as \$1,350 plus ( \$415,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,500.00

Taxable Value = \$650,000

Calculated as \$650,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 91243392

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 91243392

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



ADVANCED CONVEYANCING PTY LTD

Your Reference:	LD:76942978-012-1.AJAY DHAWA
Certificate No:	91243392
Issue Date:	30 MAY 2025
Enquires:	ESYSPROD

**Land Address:** 1 ROWENA WAY MICKLEHAM VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43461158	1719	742712	11827	739	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$650,000
SITE VALUE:	\$415,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91243392

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



ADVANCED CONVEYANCING PTY LTD

**Your** LD:76942978-012-1.AJAY

**Reference:** DHAWAN

**Certificate No:** 91243392

**Issue Date:** 30 MAY 2025

**Land Address:** 1 ROWENA WAY MICKLEHAM VIC 3064

Lot	Plan	Volume	Folio
1719	742712	11827	739

**Vendor:** AJAY DHAWAN

**Purchaser:** TBA TBA

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

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

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 91243392

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Biller Code: 416073  
Ref: 91243394

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 91243394

### Visa or Mastercard

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

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

### Important payment information

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

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