

DATED

2025

**PRABHA BAKHATI AND AJAY ABBI**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 11 Scuffam Street, Mernda VIC 3754**

**ADVANCED CONVEYANCING**

Suite 801, Level 8, 365 Little Collins Street

MELBOURNE VIC 3000

Phone: 03 7036 1526

Ref: MN:LN:MN254976

## 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:** PRABHA BAKHATI and AJAY ABBI .....

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 Thomastown

Of: Unit 1, 337 Settlement Road, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: Fax: Ref:

## Vendor

### PRABHA BAKHATI and AJAY ABBI

## 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: MN254976

## 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 11981 Folio 701	102	PS 744903F

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: 11 Scuffam Street, Mernda VIC 3754

## 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 \$ 0.00

Deposit \$ 0.00 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: PRABHA BAKHATI and AJAY ABBI,

Property Address: 11 Scuffam Street, Mernda VIC 3754

Lot: 102 Plan of subdivision: 744903F

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: 22/04/2025

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>	11 SCUFFAM STREET, MERNDA VIC 3754	
Vendor's name	PRABHA BAKHATI	Date / /
Vendor's signature	_____	
Vendor's name	AJAY ABBI	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: \$5,500.00

## 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 checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

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 11981 FOLIO 701

Security no : 124123834587R  
Produced 22/04/2025 12:37 PM

**LAND DESCRIPTION**

Lot 102 on Plan of Subdivision 744903F.  
PARENT TITLE Volume 11981 Folio 544  
Created by instrument PS744903F 17/05/2018

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
PRABHA BAKHATI  
AJAY ABBI both of 40 GAMMAGE BOULEVARD EPPING VIC 3076  
AR645548G 12/11/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AV521564R 11/04/2022  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS744903F 17/05/2018

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AK665494B 21/10/2013

AGREEMENT Section 173 Planning and Environment Act 1987  
AN408770Q 22/12/2016

**DIAGRAM LOCATION**

SEE PS744903F 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: 11 SCUFFAM STREET MERNDA VIC 3754

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 11/04/2022

DOCUMENT END

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS744903F</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>22/04/2025 12:37</b>

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<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	<h1>PS744903F</h1>
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<p><b>LOCATION OF LAND</b></p> <p>PARISH: MORANG  TOWNSHIP: ----  SECTION: ----  CROWN ALLOTMENT: ----  CROWN PORTION: 18 (Part)  TITLE REFERENCE: VOLUME ---- FOLIO ---</p> <p>LAST PLAN REFERENCE: PS724537S (LOT C)</p> <p>POSTAL ADDRESS: 110 SACKVILLE STREET  (at time of subdivision) MERNDA VIC 3754</p> <p>MGA CO-ORDINATES: E: 329460 ZONE: 55  (of approx centre of land N: 5836070 GDA 94  in plan)</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609218  Planning Permit Reference: 713898  SPEAR Reference Number: S084216S</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: 25/09/2017</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 not been satisfied  has been made and the requirement has been satisfied at Statement of Compliance (Document updated 02/05/2018)</p> <p>Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 20/11/2017</p> <p>Statement Of Compliance issued: 02/05/2018</p>
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<b>VESTING OF ROADS AND/OR RESERVES</b>	<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	<p>The land being subdivided is enclosed within continuous lines.  Lots 1 to 78, 80, 82, 84, 86, 87, 90-93, 107-110, 112, 115, 117, 119, 121, 124, 126, 129-142, and lots A-F (all inclusive),  have been omitted from this plan.</p>
ROAD R1	WHITTLESEA CITY COUNCIL	
<b>NOTATIONS</b>		
DEPTH LIMITATION DOES NOT APPLY		
<p><b>SURVEY:</b>  This plan is based on survey.</p> <p><b>STAGING:</b>  This is not a staged subdivision.  Planning Permit No. 713898</p> <p>This survey has been connected to permanent marks No(s). PM 136  In Proclaimed Survey Area No. ---</p> <p><b>CREATION OF RESTRICTION</b>  A purpose of this plan is to create the restriction shown on sheet 4.</p>		
MERNDA ON THE PARK STAGE 4		

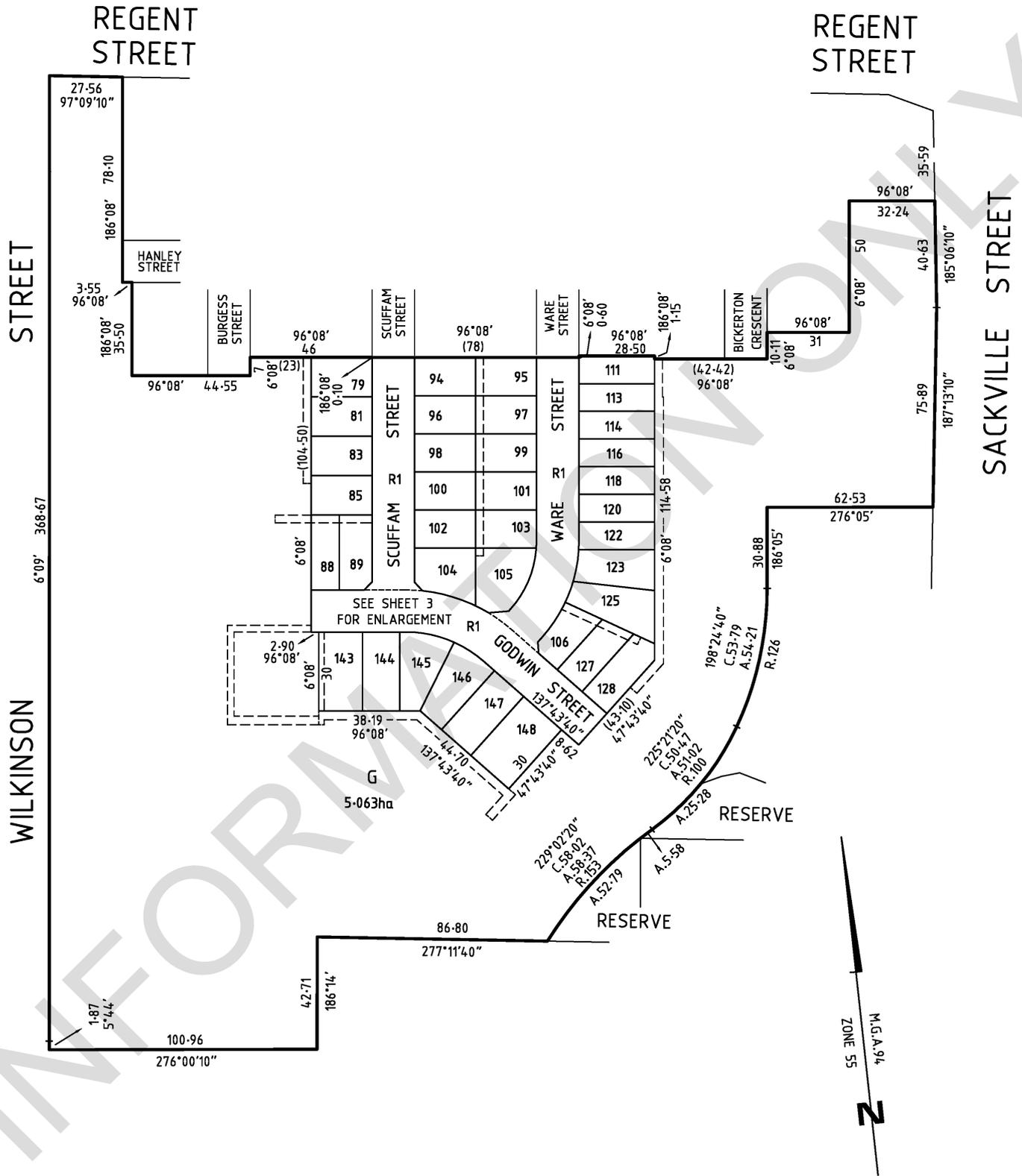
**EASEMENT INFORMATION**

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	THIS PLAN	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-2	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER

<p><b>Paroissien Grant &amp; Associates Pty. Ltd.</b>  Consulting Engineers &amp; Surveyors</p> <p><small>ABN 63 123 888 326</small></p> <p><small>Suite 10, 131 Bulleen Road, Balwyn North, Victoria 3104  Phone: (03) 9859 6400 Facsimile: (03) 9859 5022</small></p>	<p><b>SURVEYORS FILE REF: S15129</b></p> <p><small>PGA SPEAR MAY 2015</small></p> <p>Digitally signed by: Ross David Singleton (Paroissien Grant and Associates Pty Ltd),  Surveyor's Plan Version (3),  26/10/2017, SPEAR Ref: S084216S</p>	<p><b>ORIGINAL SHEET SIZE: A3</b></p>	<p><b>SHEET 1 OF 4</b></p>	<p><b>PLAN REGISTERED</b>  TIME:3:34pm DATE:17/05/18  G. ROTTEVEEL  Assistant Registrar of Titles</p>
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PS744903F



**Paroissien Grant & Associates Pty. Ltd.**  
 Consulting Engineers & Surveyors

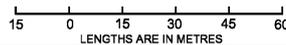
ABN 53 123 888 326

Suite 10, 131 Bulleen Road, Balwyn North, Victoria 3104  
 Phone: (03) 9859 6400 Facsimile: (03) 9859 5022

PGA SPEAR MAY 2015

Ref: S15129

SCALE  
 1:1500



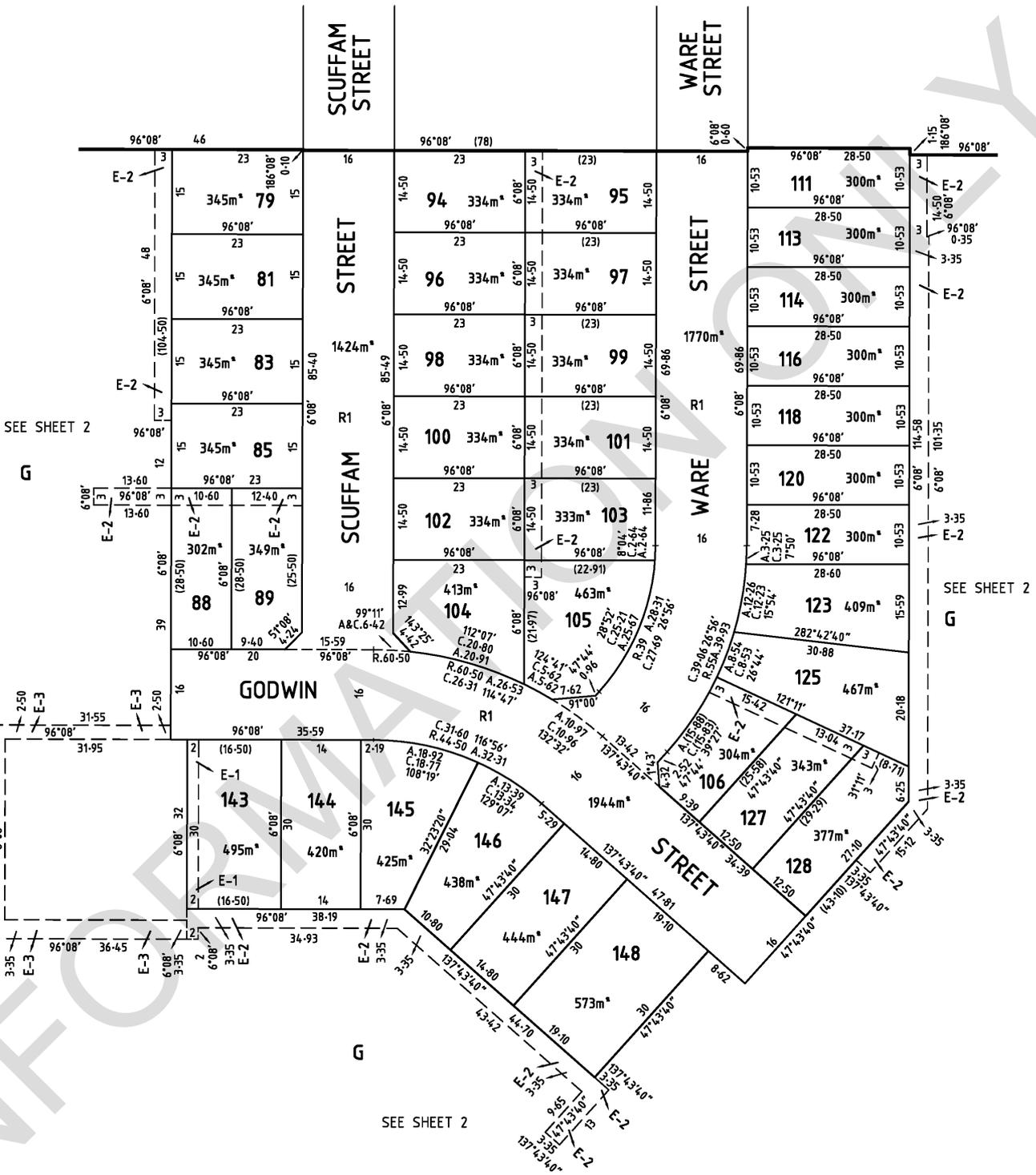
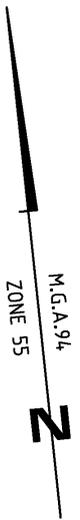
ORIGINAL SHEET  
 SIZE: A3

SHEET 2

Digitally signed by: Ross David Singleton (Paroissien Grant and Associates Pty Ltd),  
 Surveyor's Plan Version (3),  
 26/10/2017, SPEAR Ref: S084216S

Digitally signed by:  
 Whittlesea City Council,  
 20/11/2017,  
 SPEAR Ref: S084216S

PS744903F



**PGA** Paroissien Grant & Associates Pty. Ltd.  
 Consulting Engineers & Surveyors  
 ABN 53 123 888 326  
 Suite 10, 131 Buleen Road, Balwyn North, Victoria 3104  
 Phone: (03) 9859 6400 Facsimile: (03) 9859 5022  
 PGA SPEAR MAY 2015 Ref: S15129

SCALE 1:750  
 7.5 0 7.5 15 22.5 30  
 LENGTHS ARE IN METRES  
 Digitally signed by: Ross David Singleton (Paroissien Grant and Associates Pty Ltd),  
 Surveyor's Plan Version (3),  
 26/10/2017, SPEAR Ref: S084216S

ORIGINAL SHEET SIZE: A3 SHEET 3  
 Digitally signed by:  
 Whittlesea City Council,  
 20/11/2017,  
 SPEAR Ref: S084216S

PS744903F

## CREATION OF RESTRICTION

**Upon registration of this plan the following restriction will be created:**

**Restriction**

**Land to be Burdened**

Lots 79, 81, 83, 85, 88, 89, 94-106, 111, 113, 114, 116, 118, 120, 122, 123, 125, 127, 128, & 143-148 (All inclusive) in this plan.

**Land to be Benefited**

All the lots in this plan that have a common title boundary with the burdened lot.

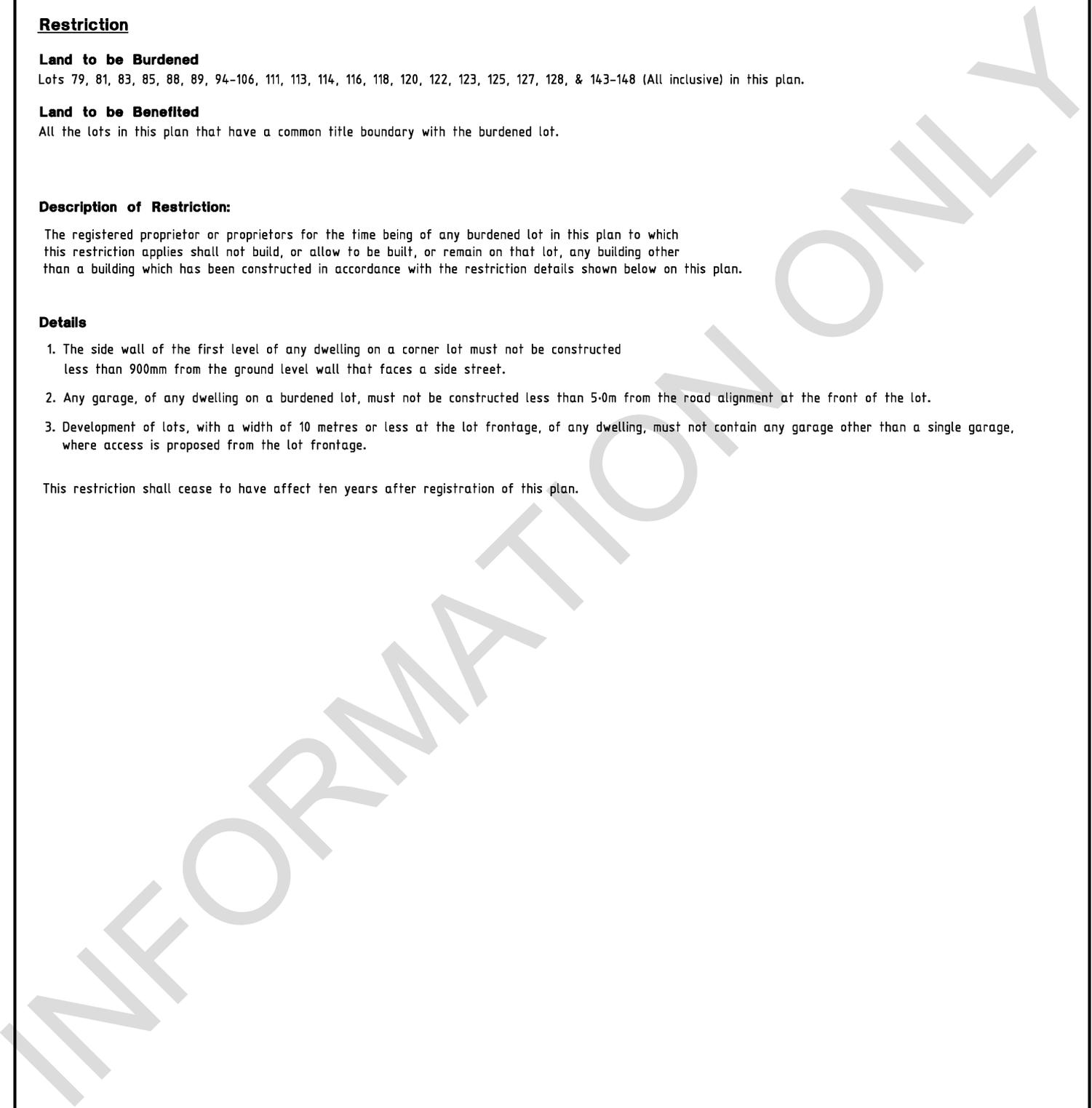
**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot in this plan to which this restriction applies shall not build, or allow to be built, or remain on that lot, any building other than a building which has been constructed in accordance with the restriction details shown below on this plan.

**Details**

1. The side wall of the first level of any dwelling on a corner lot must not be constructed less than 900mm from the ground level wall that faces a side street.
2. Any garage, of any dwelling on a burdened lot, must not be constructed less than 5.0m from the road alignment at the front of the lot.
3. Development of lots, with a width of 10 metres or less at the lot frontage, of any dwelling, must not contain any garage other than a single garage, where access is proposed from the lot frontage.

This restriction shall cease to have affect ten years after registration of this plan.



 <p><b>Paroissien Grant &amp; Associates Pty. Ltd.</b> Consulting Engineers &amp; Surveyors</p> <p><small>ABN 53 123 888 326</small></p> <p><b>Suite 10, 131 Bulleen Road, Balwyn North, Victoria 3104</b> Phone: (03) 9859 6400 Facsimile: (03) 9859 5022</p> <p><small>PGA SPEAR MAY 2015</small>                      Ref: S15129</p>	<p><b>SCALE</b></p> <p>---</p>	<p>----</p> <p><small>LENGTHS ARE IN METRES</small></p>	<p><b>ORIGINAL SHEET</b></p> <p>SIZE: A3</p>	<p><b>SHEET</b>    4</p>
<p>Digitally signed by: Ross David Singleton (Paroissien Grant and Associates Pty Ltd), Surveyor's Plan Version (3), 26/10/2017, SPEAR Ref: S084216S</p>		<p>Digitally signed by: Whittlesea City Council, 20/11/2017, SPEAR Ref: S084216S</p>		

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AN408770Q**

22/12/2016 \$92.70 173



## Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 03 9258 3555  
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
 Ref: TGM:A01C:7036996  
 Customer Code: 1167E

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

Land: Volume 11387 Folio 997

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: 

Name of officer: JULIAN EDWARDS

Position Held: MANAGER DEVELOPMENT ASSESSMENT

Date: 21 DECEMBER 2016

**AN408770Q**

22/12/2016 \$92.70 173



**Maddocks**

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

[info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)

DX 259 Melbourne

**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: 110 Sackville Street, Mernda

**Whittlesea City Council**  
and

**Mernda on the Park Pty Ltd**  
ACN 144 970 169

INFORMATION ONLY

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# Agreement under section 173 of the Planning and Environment Act 1987

Dated 22 DECEMBER 2016



## Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>Mernda on the Park Pty Ltd ACN 144 970 169</b>
Address	Unit 6001, 2 Sovereign Point Court, Doncaster, Victoria
Short name	<b>Owner</b>

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 32 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagees. The Mortgagees consents to the Owner entering into this Agreement.

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

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- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email means:**

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Lot** means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Plan of Subdivision** means the plan showing the subdivision of the Subject Land as approved from time to time by Council under the Planning Permit.

**Planning Permit** means planning permit no. 713898, as amended from time to time, issued on 30 May 2014, authorising:

- the null lot subdivision of the Subject Land; and
- removal of native vegetation,

in accordance with plans endorsed by Council.

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

**Subject Land** means the land situated at 110 Sackville Street, Mernda being the land referred to in certificate of title volume 11387 folio 997 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

---

**2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;

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- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Reasons for Agreement**

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

**5. Agreement required**

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

---

**6. Owner's specific obligations**

The Owner covenants and agrees that:

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**6.1 Fences abutting the Reserve**

the Owner must, at its own cost:

- 6.1.1 maintain and repair any fence which abuts public open space, a reserve or tree reserve, to the satisfaction of Council; and
- 6.1.2 upon the receipt of a written request from Council, restore or repair any such fencing to the standard specified by Council and within the timeframe required by Council;

**6.2 Exempt maintenance or repair work**

the Owner's obligations in clause 6.1 do not extend to a requirement to:

- 6.2.1 remove graffiti from fencing; or
- 6.2.2 repair any damage to a fence where such damage is caused by Council.

**6.3 Fencing specifications**

all fencing abutting a public open space, reserve or tree reserve:

- 6.3.1 must not exceed 1.8m in height; and
- 6.3.2 must provide a minimum of 25% transparency.

---

**Owner's further obligations**

**6.4 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**6.5 Further actions**

The Owner:

- 6.5.1 must do all things necessary to give effect to this Agreement;
- 6.5.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 6.5.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

**6.6 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 6.6.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

**AN408770Q**

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6.6.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

6.6.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**6.7 Interest for overdue money**

6.7.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

6.7.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

---

**7. Agreement under s 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

---

**8. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**9. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

9.1 give effect to this Agreement; and

9.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**10. General matters**

**10.1 Notices**

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

10.1.1 personally on the other Party;

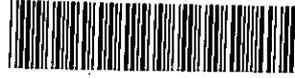
10.1.2 by leaving it at the other Party's Current Address;

10.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

10.1.4 by email to the other Party's Current Email.

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**10.2 Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

**10.3 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**10.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**10.5 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**10.6 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**10.7 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**11. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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### Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council is affixed in the presence of:



JULIAN EDWARDS

Delegate

Executed by Mernda on the Park Pty Ltd ACN 144 970 169 in accordance with s 127(1) of the Corporations Act 2001:

[Signature]  
Signature of Director  
MICHAEL MAMASIS  
Print full name

[Signature]  
Signature of Director (or Company Secretary)  
BRITTON DANIEL  
Print full name

### Mortgagee's Consent

Balanced Securities Ltd (ACN 083 514 685) as Mortgagee under instrument of mortgage no. AM437762J consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

~~Executed by Balanced Securities Ltd ACN 083 514 685 in accordance with s 127(1) of the Corporations Act 2001: being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:~~

~~[Signature]  
Signature of Director  
[Name]  
Print full name~~

~~[Signature]  
Signature of Director (or Company Secretary)  
[Name]  
Print full name~~



Name: DAVID MORTON GEER



**Mortgagee's Consent**

Winslow Constructions Pty Ltd (ACN 119 747 652) as Mortgagee under instrument of mortgage no. AM567390T consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

**Executed by Winslow Constructions Pty Ltd ACN )  
119 747 652 in accordance with s 127(1) of the )  
Corporations Act 2001: )**

*SOL Director*

.....  
Signature of Director

.....  
Signature of Director (or Company Secretary)

.....  
**DINO STRANO**  
Print full name

.....  
Print full name

INFORMATION ONLY

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Application by a responsible authority for the making of a recording of an agreement  
Section 181 Planning and Environment Act 1987

21/10/2013 \$113 173



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Form 18

Lodged by:

Name: MADDOCKS  
 Phone: 9288 0555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: TGM:KNP:5990939  
 Customer Code: 1167E

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

Land: Volume 11387 Folio 997

Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang, Victoria, 3752

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

A copy of the Agreement is attached to this Application

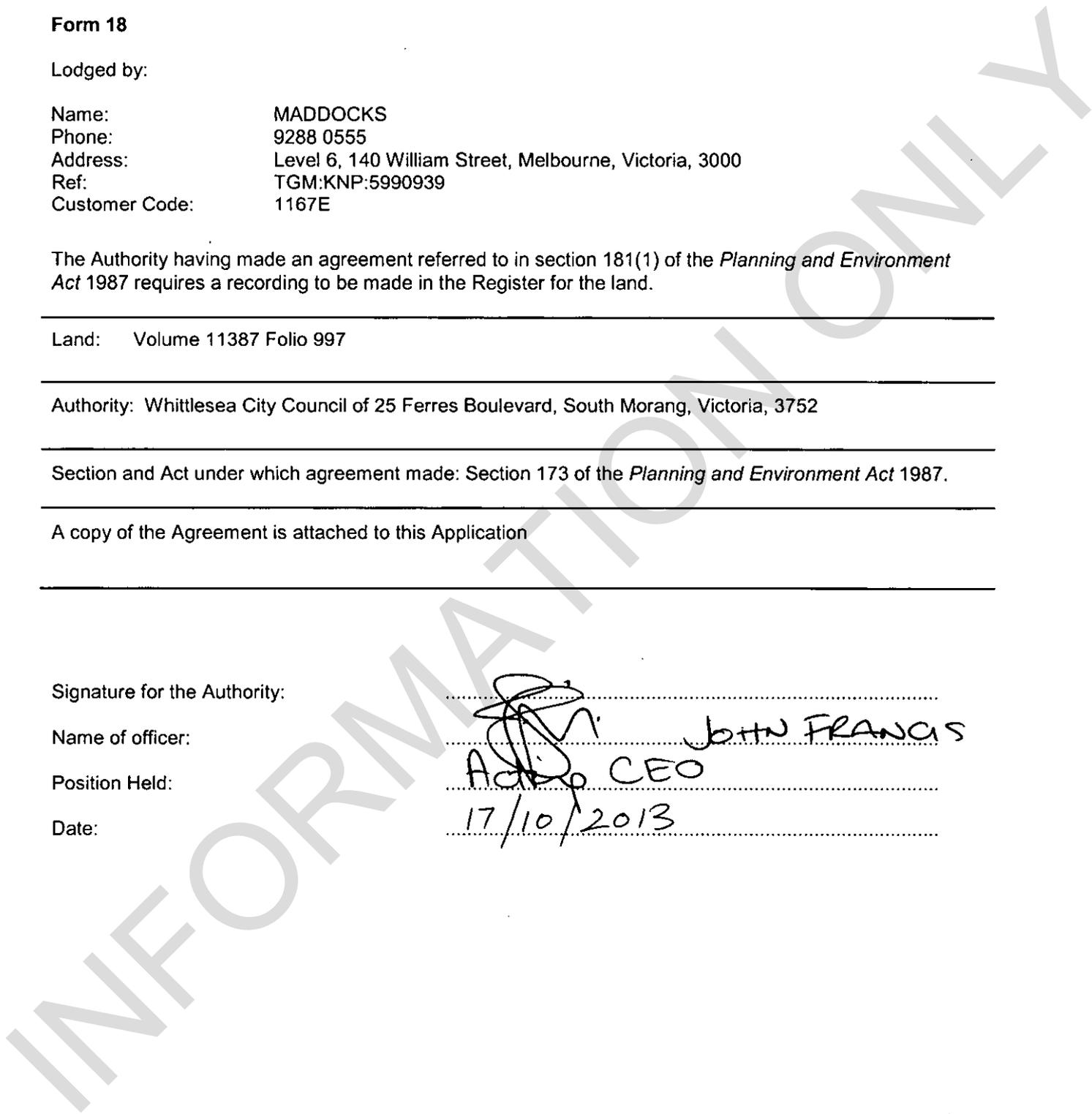
Signature for the Authority:

Name of officer:

Position Held:

Date:

  
 JOHN FRANCIS  
 Acting CEO  
 17/10/2013



**AK665494B**



Date *26 / 07 / 2013*

Telephone 01 3 9288 6666  
Facsimile 61 3 9288 0666  
info@maddocks.com.au  
www.maddocks.com.au  
DX 259 Melbourne

## **Agreement under Section 173 of the Planning and Environment Act 1987**

**Subject Land: 110 Sackville Street, Mernda**

**Whittlesea City Council  
and**

**Mernda on the Park Pty Ltd  
ACN 144 970 169**

INFORMATION ONLY

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# Agreement under Section 173 of the Planning and Environment Act 1987

Dated 26/07/2013

**AK665494B**



## Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>Mernda on the Park Pty Ltd ACN 144 970 169</b>
Address	Unit 7, 3 Sovereign Point Court, Doncaster, Victoria
Short name	<b>Owner</b>

## Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within the Urban Growth Boundary but is not currently zoned for residential purposes. Council has identified that part of the Subject Land is suitable for development for residential purposes and will achieve a net community benefit outcome if part of the Subject Land is transferred to or vested in Council for incorporation into the Quarry Hills Regional Park.
- D. In order to facilitate rezoning of the Subject Land for residential purposes, it is appropriate that a development contribution be made by the Owner to Council in respect of the Subject Land for the purpose of funding the provision of both State and local Council infrastructure benefitting the Subject Land and other land in the area, which is to be calculated as though the Subject Land is liable to pay the GAIC.
- E. The parties enter into this Agreement to:
  - E.1 record the terms and conditions regarding the payment of a development contribution to Council; and
  - E.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

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THE PARTIES AGREE

1. Definitions

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

**Act** means the *Planning and Environment Act 1987*.

**Adjustment Index** means the Australian Bureau of Statistics Price Index, Output of Construction Industry – Victoria publication series 6427.0 Table 15 or if the index ceases to exist, the nearest equivalent index.

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

**Amendment** means an amendment to the Planning Scheme which has the effect of including any part of the Subject Land within the Urban Growth Boundary and in an Urban Growth Zone or a residential zone.

**Approval Date** means the date on which the Amendment comes into operation under section 37 of the Act.

**Council Infrastructure** means infrastructure delivered by Council within the City of Whittlesea.

**CPI** means the annual Consumer Price Index (All Groups – Melbourne) as published by the Australian Bureau of Statistics.

**GAIC** means the Growth Areas Infrastructure Charge under the Act.

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

**Party or parties** means the parties to this Agreement.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

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

**Schedule** means the schedule to this Agreement.

**State Infrastructure** means infrastructure delivered by VicRoads within the declared areas of the City of Whittlesea.

**Statement of Compliance** means a Statement of Compliance under the *Subdivision Act 1988*.

**Subject Land** means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Urban Growth Boundary** means the Urban Growth Boundary under the Act.

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**Urban Land** means that part of the Subject Land which may be developed for residential purposes.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 The singular includes the plural and vice versa.
- 2.1.2 A reference to a gender includes a reference to each other gender.
- 2.1.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.1.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.1.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.1.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.1.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.1.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

---

## 3. Specific Obligations of the Owner

3.1 The Owner acknowledges and agrees that:

### 3.1.1 Payment of Development Contribution

- (a) the Owner must, prior to the issue of a Statement of Compliance for any Plan of Subdivision for the Subject Land, pay to Council a contribution in respect of each hectare of land as follows:
  - (i) at the rate of \$100,890 exclusive of GST per hectare of land within the Urban Growth Boundary to be applied to State infrastructure; and
  - (ii) at the rate of \$35,000 exclusive of GST per hectare of Urban Land which forms part of the Subject Land as a contribution towards infrastructure to be delivered by Council;

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**3.1.2 Indexation**

(a) the amounts payable under clause 3.1.1 must be adjusted upwards as follows:

- (i) In relation to the contribution for State Infrastructure under 3.1.1(a)(i) the amount payable must be adjusted by reference to the GAIC rate applicable at the date of the issue of the Statement of Compliance as determined under section 201SG of the Act.
- (ii) In relation to the contribution for Council Infrastructure under 3.1.1(a)(ii) the amount payable must be adjusted on 1 July 2012 and on 1 July each year thereafter by reference to the Adjustment Index.

---

**4. Further Obligations of the Owner**

**4.1 Notice and Registration**

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

**4.2 Further actions**

The Owner further covenants and agrees that:

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

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

**4.3 Council's Costs to be paid**

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

---

**5. Specific Obligations of Council**

Council commits to forwarding the monies paid in accordance with clause 3.1.1(a)(i) to VicRoads as a contribution towards construction work in respect of State Infrastructure.

---

**6. Agreement under Section 173 of the Act**

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this

**AK665494B**

21/10/2013

\$113

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Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

---

**7. Owner's Warranties**

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

---

**8. Successors in Title**

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

- 8.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.1.2 execute a deed agreeing to be bound by the terms of this Agreement.

---

**9. General Matters**

**9.1 Notices**

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

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**9.2 Service of Notice**

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**9.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the



Maddocks

Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

**9.4 Severability**

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

**9.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land including the provision of public open space in accordance with standard C13 of Clause 56 of the Planning Scheme or relating to any use or development of the Subject Land.

---

**10. GST**

10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

**AK665494B**

---

**11. Commencement of Agreement**

This Agreement commences on the Approval Date.

21/10/2013 \$113 173



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**12. Ending of Agreement**

12.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land.

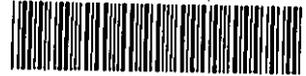
12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

AK665494B

21/10/2013

\$113

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### Signing Page

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

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:



*Acting*

Chief Executive Officer

Executed by Mernda on the Park Pty Ltd ACN 144 970 169 in accordance with section 127(1) of the Corporations Act 2001:

Signature of Sole Director and Sole Company Secretary

*BECCAM DANIEL*

Print full name

### Mortgagee's Consent

Wisewoulds Nominees Ltd ACN 104 133 842 as Mortgagee under Instrument of mortgage No. AK122960D consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Wisewoulds Nominees Ltd ACN 104 133 842 in accordance with section 127(1) of the Corporations Act 2001:

Signature of Director

*FRANCIS JOHN FIELD*

Print full name

Signature of Director/Company Secretary

*JULIE HELEN BARKLA*

Print full name



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 22 April 2025 12:32 PM

## PROPERTY DETAILS

Address: **11 SCUFFAM STREET MERNDA 3754**  
Lot and Plan Number: **Lot 102 PS744903**  
Standard Parcel Identifier (SPI): **102\PS744903**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1030568**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 390 A11**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **YAN YEAN**

## OTHER

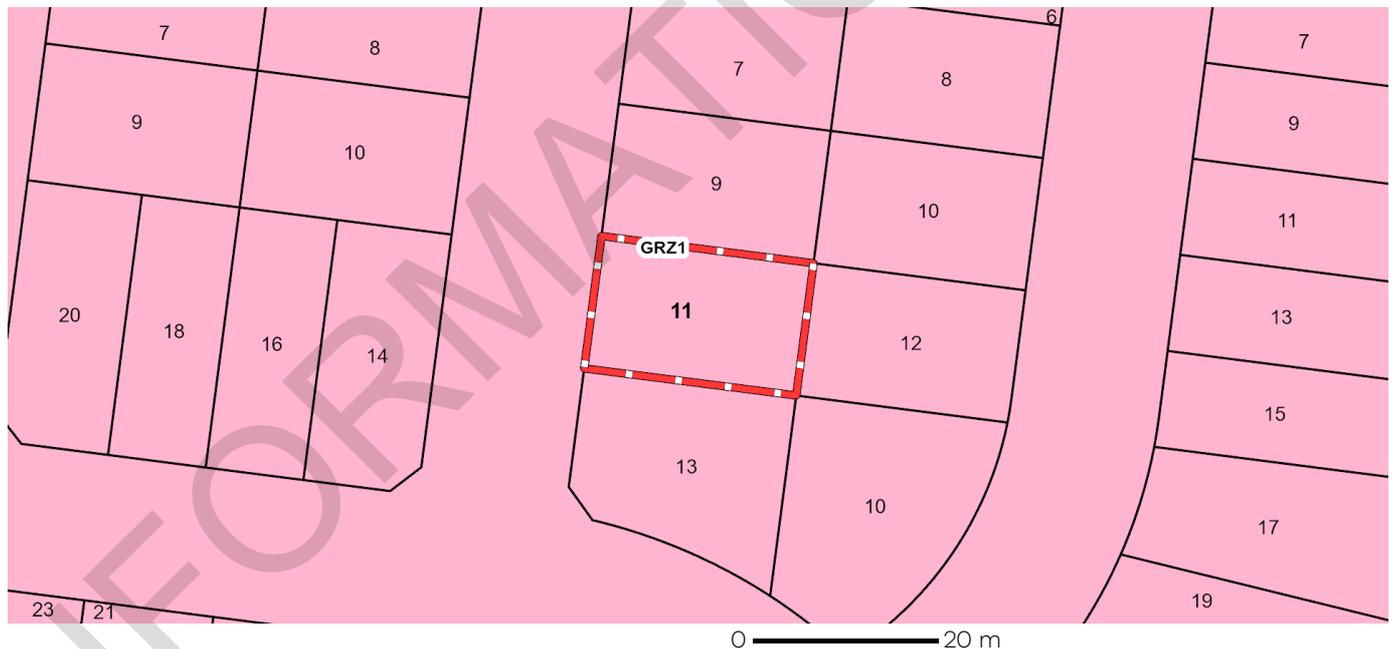
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



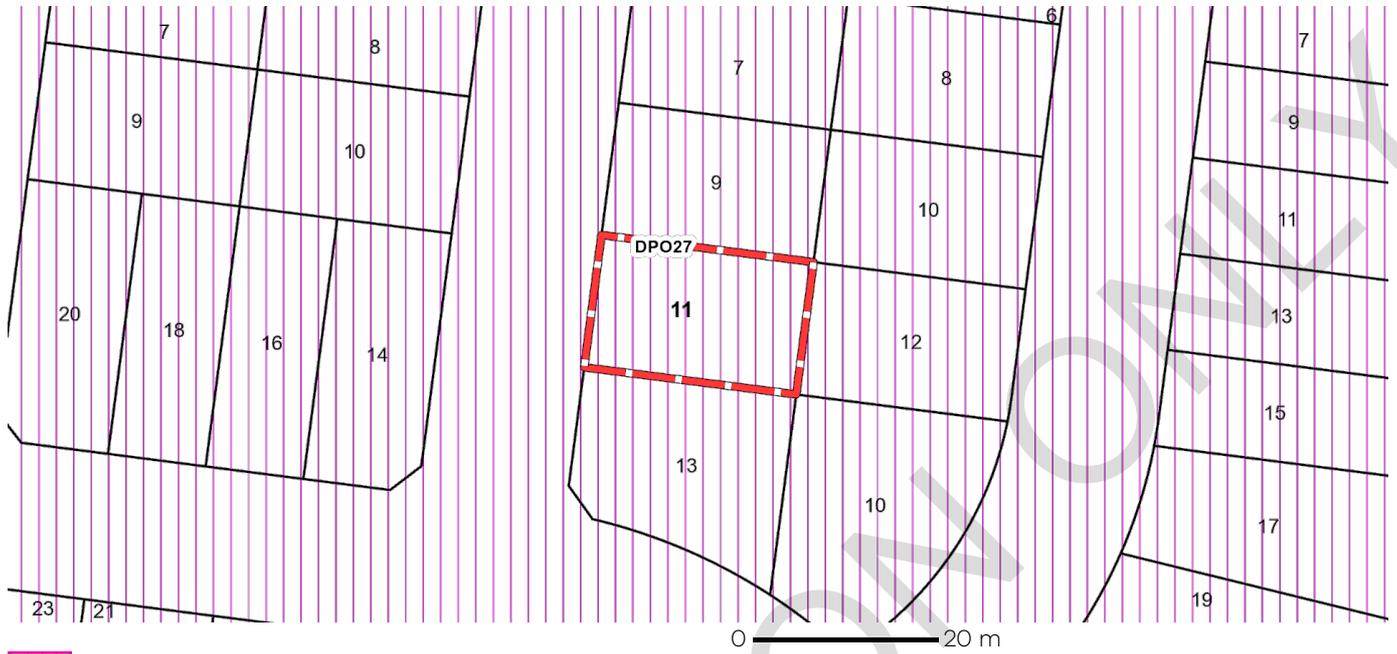
**GRZ - General Residential**

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

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 27 (DPO27)

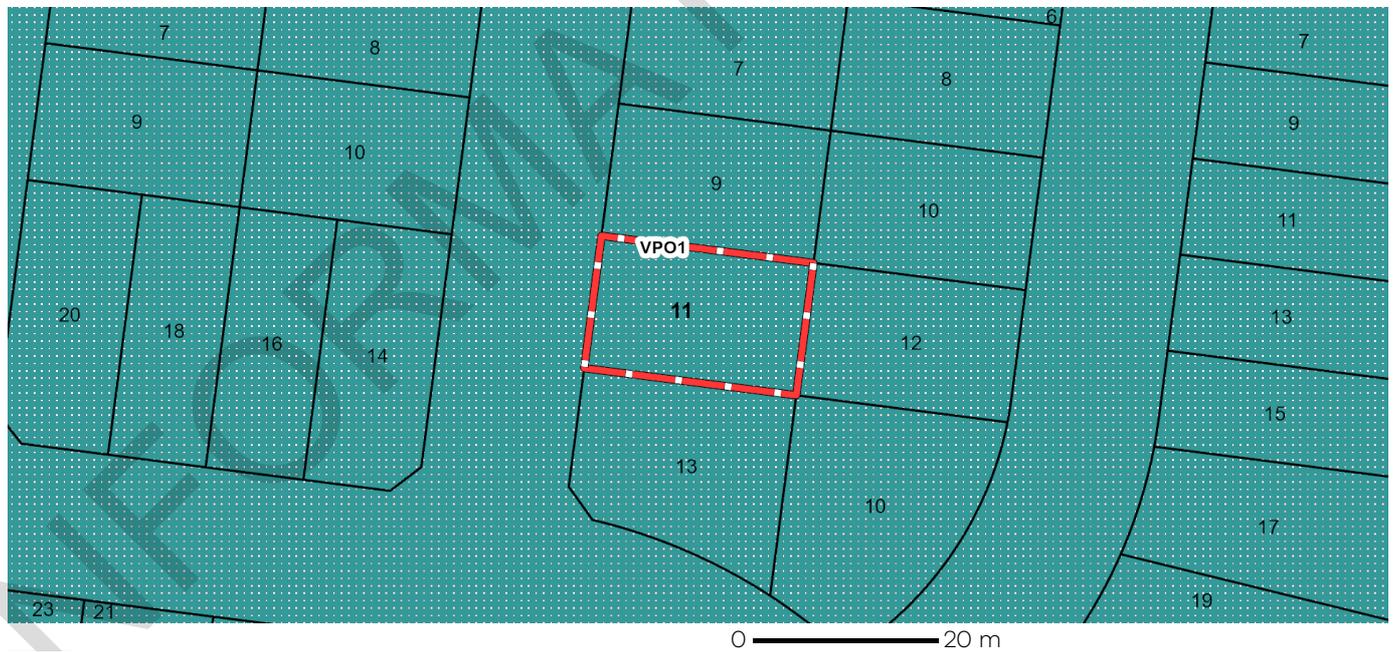


#### DPO - Development Plan Overlay

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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



#### VPO - Vegetation Protection Overlay

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

## 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 17 April 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>.

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 22 April 2025 12:32 PM

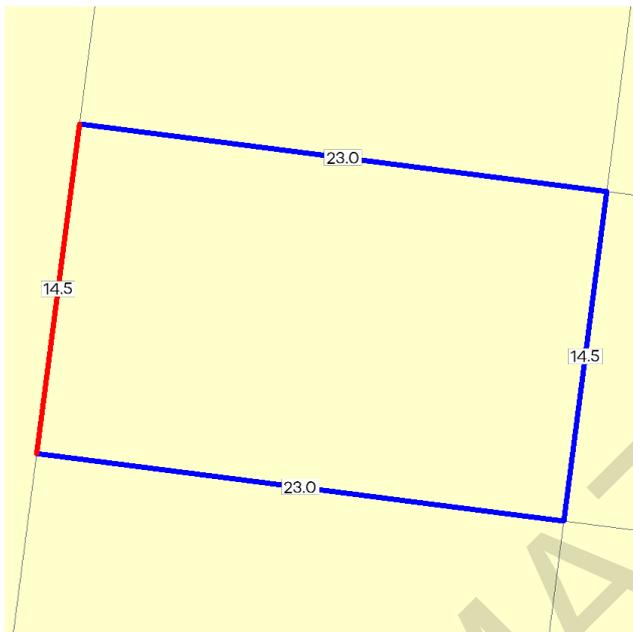
## PROPERTY DETAILS

Address: **11 SCUFFAM STREET MERNDA 3754**  
Lot and Plan Number: **Lot 102 PS744903**  
Standard Parcel Identifier (SPI): **102\PS744903**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1030568**  
Directory Reference: **Melway 390 A11**

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

## SITE DIMENSIONS

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



**Area:** 333 sq. m

**Perimeter:** 75 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **YAN YEAN**

## 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.

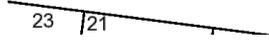
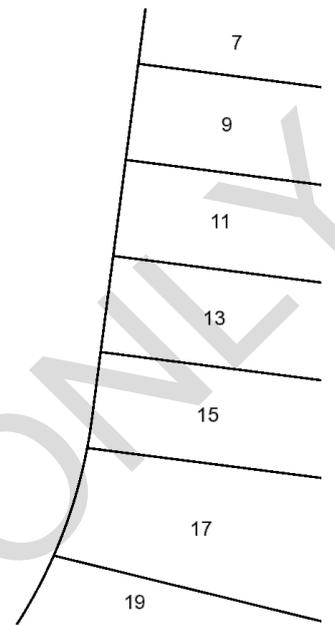
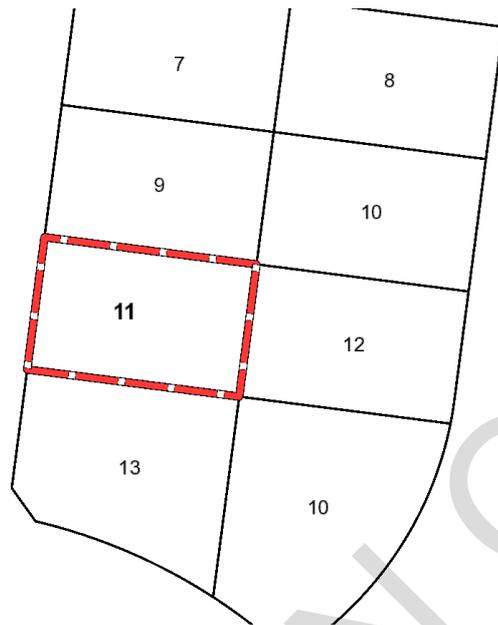
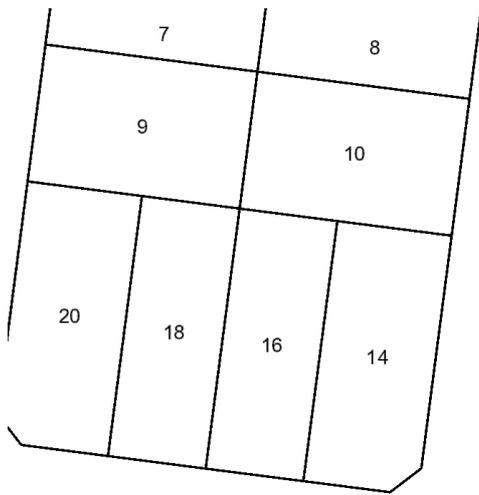
The Planning Property Report for this property can found here - [Planning Property Report](#)

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 ONLY



# WEST SIDE

Building Surveying (Vic) Pty Ltd  
ABN: 23 313 299 077

Phone: 9741 3432  
Fax: 9741 3461  
Unit 1/49-55 Riverside Avenue  
Werribee 3030

Form 2

Building Act 1993

Building Regulations 2018 : Regulation 37(1)

## BUILDING PERMIT BSU17998/3059419/0

ISSUED TO: OWNER Ajay Abbi & Prabha Bakhati  
40 Gammage Blvd  
Epping 3076

abbiesonworld@hotmail.com

AGENT Snowdon Developments Pty Ltd  
Po Box 364  
Keilor 3036

mondirab@snowdon.com.au

### ADDRESS FOR SERVING OF NOTICES

Name Snowdon Developments Pty Ltd Po Box 364 Keilor 3036  
Ph 9330 2330 Ph Fax no:

### PROPERTY DETAIL 11 Lot 102 Scuffam Street Mernda 3754

Allotment area m2 334 Title details PS 744903F Vol 11981 Folio 701

Municipal District: Whittlesea City Council Prop No: 102\PS744903

Builder: Snowdon Developments Pty Ltd Po Box 364 Keilor 3036  
Ph 9330 2330 Ph Fax no:

### PRACTITIONERS

Snowdon Developments Pty Ltd CDBU57934  
Hamink Edwin EC1211

### FUNCTION AND ENGAGEMENT

Engaged in building work  
Prepared documents only

### DETAILS OF ARCHITECT

who were engaged to prepare documents forming part of the application for this permit  
Snowdon Developments Pty Ltd Orlando Sandner DBU8148

### DETAILS OF DOMESTIC BUILDING WORK INSURANCE

The issuer or provider of the required insurance policy is:- VMIA Insurance

### DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

Planning Permit No Planning Permit Date:

Details of domestic building work Insurance (if applicable) VMIA Insurance

Project estimated value \$244,900.00

### NATURE OF BUILDING WORK Construction of Dwelling and garage All parts

Building details

RELEVANT BUILDING SURVEYOR: James Reardon

Date of issue: 21-Feb-2019  
Registration No: BSU17998 Page 1 of 2

Municipal District: Whittlesea City Council

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.



# WEST SIDE

Building Surveying (Vic) Pty Ltd  
ABN: 23 313 299 077

Phone: 9741 3432  
Fax: 9741 3461  
Unit 1/49-55 Riverside Avenue  
Werribee 3030

## BUILDING PERMIT BSU17998/305941970

Storeys contained	1	Version of BCA applicable to Permit	Volume Two
Allowable live load	1.5 kPa	New floor area m2	155.2
Effective Height		Total Floor Area m2	155.2
Rise in Storeys (for class2-9 building only)		Classification	1ai, 10a
		Persons accommodated for	

STAGES OF WORK PERMITTED As shown on the project plans

OCCUPATION/USE OF A BUILDING An Occupancy Permit is required prior to Occupation

### COMMENCEMENT AND COMPLETION

This building work must commence by 21/02/2020

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed by 21/02/2021

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

### MANDATORY INSPECTIONS

- Pre-Slab Inspection
- Steel for Slab Inspection
- Framework Inspection
- Final Inspection

If applicable, Full Truss details must be provided BEFORE frame construction starts.

### Protection work

Protection work Is Not required in relation to the building work proposed in this permit.

### Prescribed 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:

Prescribed Reporting Authorities	Matter Reported On	Regulation
City of Whittlesea	Stormwater Drainage	133

### PERMIT CONDITIONS

- 1 Before construction of the Framework is commenced, the applicant is required to provide 3 Sets of Structural Roof and/or truss schedules, layouts & design computations minimum 7 days prior to booking in a Framework Inspection to the Relevant Building Surveyor.
- 2 The building work shall be carried out wholly from within the allotment (i.e. brickwork laid-overhand) and without removing the existing boundary fences (unless otherwise agreed to by the adjoining owner).
- 3 It is the responsibility of the owner to ensure all covenants and section 173 agreements listed on the Certificate of Title are complied with as they are not enforced by the Relevant Building Surveyor under the Building Act 1993.

RELEVANT BUILDING SURVEYOR: James Reardon

Date of issue: 21-Feb-2019  
Registration No: BSU17998 Page 2 of 2

Municipal District: Whittlesea City Council

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

30594/19

Thursday, 21 February 2019

Ajay Abbi & Prabha Bakhati  
40 Gammage Blvd  
Epping 3076

Dear Sir, Madam

Following our analysis of your project, we have granted the enclosed Building Permit.

**No: 11 Lot: 102 Scuffam Street Mernda**

**Construction of Dwelling and garage All parts**

We are responsible for conducting mandatory inspections during the building work which are listed on the enclosed Building Permit including undertaking the final inspection and issuing of the Final Certificate and/or Occupancy Permit.

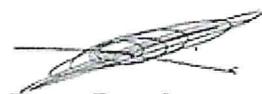
Subject to Reg 317 of the Building Regulations 2006

The person in charge of carrying out the building works on the above mentioned allotment must take all reasonable steps to ensure a copy of the building permit and one set of the approved plans, specifications and documents are available for inspection at the allotment concerned while the building work is in progress.

The person in charge of carrying out the building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, as well as the number of the relevant building permit and the date of issue of the permit are to be displayed on the allotment in a conspicuous position accessible to the public prior to and during building works (including demolition or removal of a building on the allotment).

We wish you well with your project and look forward now to assisting you through the on-site phase of our appointment.

Yours faithfully



**James Reardon**

**RELEVANT BUILDING SURVEYOR**

encl.

30594/19

Thursday, 21 February 2019

Snowdon Developments Pty Ltd  
Po Box 364  
Keilor 3036

Dear Sir, Madam

Following our analysis of your project, we have granted the enclosed Building Permit.

**No: 11 Lot: 102 Scuffam Street Mernda**

**Construction of Dwelling and garage All parts**

We are responsible for conducting mandatory inspections during the building work which are listed on the enclosed Building Permit including undertaking the final inspection and issuing of the Final Certificate and/or Occupancy Permit.

Subject to Reg 317 of the Building Interim Regulations 2017

The person in charge of carrying out the building works on the above mentioned allotment must take all reasonable steps to ensure a copy of the building permit and one set of the approved plans, specifications and documents are available for inspection at the allotment concerned while the building work is in progress.

The person in charge of carrying out the building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, as well as the number of the relevant building permit and the date of issue of the permit are to be displayed on the allotment in a conspicuous position accessible to the public prior to and during building works (including demolition or removal of a building on the allotment).

We wish you well with your project and look forward now to assisting you through the on-site phase of our appointment.

Yours faithfully



**James Reardon**  
**RELEVANT BUILDING SURVEYOR**

encl.



# WEST SIDE

Building Surveying (Vic) Pty Ltd  
ABN: 23 313 299 077

Phone. 9741 3432  
Fax 9741 3461  
Unit 1, 49-55 Riverside Avenue  
Werribee 3030

[permits@westsidesurveying.com.au](mailto:permits@westsidesurveying.com.au)  
[www.westsidesurveying.com.au](http://www.westsidesurveying.com.au)

File No: 30594/19

Building Act 1993  
Building Regulations 2018  
Regulation 186(1) FORM 15

## Application for Occupancy Permit

**To** James Reardon  
West Side Building Surveying (Vic) Pty Ltd  
Unit 1 / 49-55 Riverside Avenue Werribee 3030

**From**

**Owner** Ajay Abbi & Prabha Bakhati  
40 Gammage Blvd Epping

**Agent** Snowdon Developments Pty Ltd  
Po Box 364  
Keilor 3036

\*ACN/\*ARBN

In accordance with \*section 42/\*section 54 of the Building Act 1993, I apply for an occupancy permit for the \*building/\*place of public entertainment situated at—

**Address No: 11 Lot: 102 Scuffam Street Mernda  
Whittlesea City Council**

Building Permit No. 3059419/0 Permit Date 21/02/2019

Building Practitioners and/or Architects involved in the Building Work and who were not known or not listed at the time of completion of application for Building Permit.

**Name and Registration**

**Details of work performed:-**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Use applied for**

Part of building	Intended use	Class

Certificates of compliance  
Copies of compliance certificates for plumbing work and electrical work are attached in accordance with regulation 186(2)(b).

**Signature of Owner or Agent** \_\_\_\_\_ **Dated** \_\_\_\_\_

File #: 30594/19  
21 February 2019

Snowdon Developments Pty Ltd  
Po Box 364  
Keilor 3036

## Documents required for Occupancy Permit / Certificate of Final Inspection

**Project Address:** No: 11 Scuffam Street. Mernda. 3754  
**Description of works:** Construction of Dwelling and garage

Dear Sir/ Madam,

It would be appreciated if you forward the following [Compliance] Certificates to enable us to issue the Occupancy Permit / Certificate of Final Inspection for your property.

Items required are marked with an "X"

[ X ] Application for Occupancy Permit [Came With Building Permit Documentation]

[ X ] Plumbing Certificate: roof | sanitary | below ground [sewer | stormwater] | hot | cold | gas | solar/rainwater

[ X ] Electrical Certificate – Prescribed Works | Non-Prescribed Works [Including Smoke Alarm Installation]

[ X ] Glazing Certificate [ windows | shower screens | balustrades ]

[ X ] Insulation Certificate of Installation – sign attached

[ X ] House Energy Rating Declaration of Compliance – sign attached

[ X ] Waterproofing Declaration of Compliance – sign attached

[ X ] Truss Computations | Certification | Layout [x2 copies]

- As per Building Permit conditions, these documents should have been submitted to this office before the frame inspection. Please note the checking and stamping of the truss computations may slow the process of the Final/Occupancy Certificate. Faxed copies will not be accepted.

[ X ] All Mandatory Inspections [as listed on Building Permit] undertaken and approved

Please do not hesitate to contact our office if you have any queries.

Yours faithfully,

West Side Building Surveying (Vic) Pty Ltd

**RE: INSTALLATION OF GLAZING  
DECLARATION OF COMPLIANCE**

Dear Sir/Madam,

Building Permit

Number: BSU17998/3059419/0

Property Address: [Lot 102] 11. Scuffam Street

Mernda . 3754

Builder: Snowdon Developments Pty Ltd

Please be advised that as the builder for the above project, I confirm that *all* glazing has been installed in accordance with AS 1288-2006, AS 2047-1999 and relevant Building permit documentation.

Signed: \_\_\_\_\_

Name (PLEASE PRINT): \_\_\_\_\_

Date:  / /

**RE: INSTALLATION OF INSULATION  
DECLARATION OF COMPLIANCE**

Dear Sir/Madam,

Building Permit

Number: BSU17998/3059419/0

Property Address: [Lot 102]11 Scuffam Street

Mernda . 3754

Builder: Snowdon Developments Pty Ltd

Please be advised that as the builder for the above project, I confirm that I have installed the insulation to the above dwelling in accordance with the Building permit endorsed drawings, House Energy Rating Report and BCA clause 1.2.3.

Insulation details are as follows:

Ceiling	Walls	Sub-Floor	Other
R:	R:      Wrap: Y   N	R:	Location:                  R:

Signed: \_\_\_\_\_

Name (PLEASE PRINT): \_\_\_\_\_

Date:    /    /  
\_\_\_\_\_

**RE: HOUSE ENERGY RATING & ARTIFICIAL LIGHTING  
DECLARATION OF COMPLIANCE**

Dear Sir/Madam,

Building Permit

Number: BSU17998/3059419/0

Property Address: [Lot 102]11 Scuffam Street

Mernda . 3754

Builder: Snowdon Developments Pty Ltd

Please be advised that as the builder for the above project, I have constructed the dwelling and its components in accordance with the relevant requirements of the House Energy Rating Report.

House energy rating report reference number: \_\_\_\_\_

I wish to also advise that I have installed all artificial lighting in accordance with the approved plans and with Clause 3.12.5.5 - Artificial Lighting of the Building Code of Australia

Signed: \_\_\_\_\_

Name (PLEASE PRINT): \_\_\_\_\_

Date:  / /

**RE: WATERPROOFING  
DECLARATION OF COMPLIANCE**

Dear Sir/Madam,

Building Permit

Number: BSU17998/3059419/0

Property Address: [Lot 102] 11 Scuffam Street

Mernda . 3754

Builder: Snowdon Developments Pty Ltd

Please be advised that as the builder for the above project, I confirm that all of the wet areas defined in Part 3.8.1 of the BCA have been waterproofed in accordance with the materials and methods as approved by AS3740-2010 'Waterproofing of domestic wet areas' as referenced by Part 3.8.1 'Wet Areas' of the Building Code of Australia

Signed: \_\_\_\_\_

Name (PLEASE PRINT): \_\_\_\_\_

Date:  / / \_\_\_\_\_

Application Number: 30594-19

## FORM 16

Regulation 192  
Building Act 1993  
Building Regulations 2018

### OCCUPANCY PERMIT

#### Property Details

Number: <b>11</b>	Street/Road: <b>Scuffam Street</b>	Suburb: <b>Mernda</b>	Postcode: <b>3754</b>
Lot/s: <b>102</b>	LP/PS: <b>744903F</b>	Volume: <b>11981</b>	Folio: <b>701</b>
Crown: allotment	Section: No	Parish:	County:

Municipal District: **Whittlesea City Council**

#### Building permit details

Building permit number: **BS-U 17998/3059419/0**  
Version of BCA applicable to building permit: **Volume Two**

#### Building Details

Part of building to which permit applies:	<b>Dwelling All parts</b>
Permitted use:	
BCA Class of building:	<b>1ai</b>
Maximum permissible floor live load:	<b>1.5 kPa</b>
Maximum number of people to be accommodated:	

Part of building to which permit applies:	<b>Garage All parts</b>
Permitted use:	
BCA Class of building:	<b>10a</b>
Maximum permissible floor live load:	
Maximum number of people to be accommodated:	

Storeys contained: <b>1</b>	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction: <b>21</b>

#### 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.
City of Whittlesea	Stormwater Drainage	133

**Suitability for occupation**

At the date this occupancy permit is issued, the \*building/\*place of public entertainment to which this permit applies is suitable for occupation.

**Inspection Records**

Pre-Slab Inspection  
 Steel for Slab Inspection  
 Re-Framework Inspection  
 Re-Final Inspection

**Approval Date**

05/04/2019  
 10/04/2019  
 31/05/2019  
 20/08/2019

**Current Staff**

Name:  
 Address:  
 Email:  
 Building practitioner  
 registration no.:  
 Municipal district name:  
 Occupancy Permit no.  
 Date of issue:  
 Date of final inspection  
 Signature:

**James Reardon - BSU17998**  
**Unit 1, 49-55 Riverside Avenue Werribee 3030**  
**james@westsidesurveying.com.au**  
**BS-U 17998**

**Whittlesea City Council**  
**BS-U 17998/3059419/0**  
**22 August 2019**  
**20 August 2019**



INFORMATION ONLY

## Domestic Building Insurance

## Certificate of Insurance

**AJAY ABBI, PRABHA BAKHATI**

**40 Gammage Bvd  
EPPING  
VIC 3076**

Policy Number:  
**C412518**

Policy Inception Date:  
**18/01/2019**

Builder Account Number:  
**006921**

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 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.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**  
At the property: **Lot 102 Scuffam st Mernda VIC 3754 Australia**  
Carried out by the builder: **SNOWDON DEVELOPMENTS PTY LTD**  
Builder ACN: **078452187**

**!** 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 the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **AJAY ABBI, PRABHA BAKHATI**  
Pursuant to a domestic building contract dated: **04/09/2018**  
For the contract price of: **\$ 244,900.00**  
Type of Cover: **Cover is only provided if SNOWDON DEVELOPMENTS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***  
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***  
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### 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.

\* 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, conditions, limitations and exclusions contained in the policy terms and conditions.

### 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\*

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.

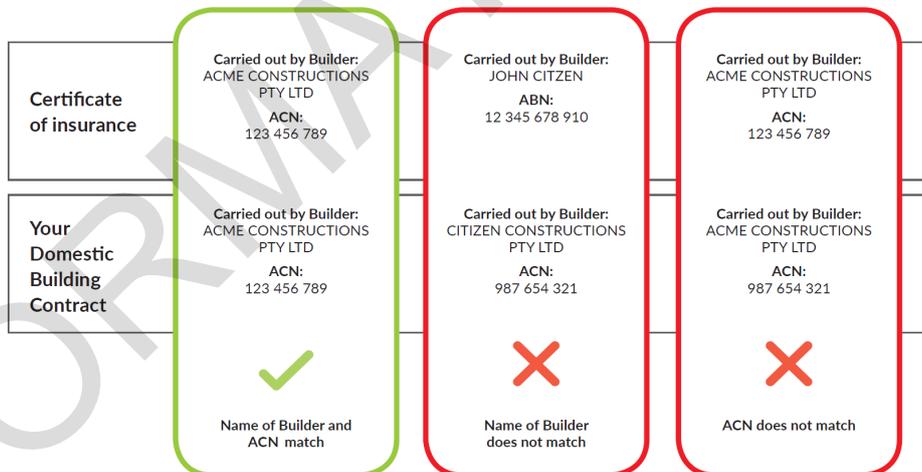
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$640.00</b>
GST:	<b>\$64.00</b>
Stamp Duty:	<b>\$70.40</b>
<b>Total:</b>	<b>\$774.40</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*





7 November 2019

Mrs Prabha Bakhati  
40 Gammage Blv  
EPPING VIC 3076



## Your insurance

**Policy number**  
W3-S041669-LLP

**Risk address**  
11 Scuffam St  
Mernda VIC 3754

**Period of Insurance**  
7 November 2019 to 4pm on 7  
November 2020

## Certificate of Currency

We are pleased to confirm insurance for Mrs Prabha Bakhati. The period of insurance is effective from 7 November 2019 and expires at 4pm on 7 November 2020.

### Details

**Client:** Prabha Bakhati  
**Insured:** Mrs Prabha Bakhati  
**Policy number:** W3-S041669-LLP  
**Type of cover:** Landlord Insurance  
Quality Care  
**Risk address:** 11 Scuffam St, Mernda VIC 3754  
**Sum insured:** \$300,000 Building  
**Interested parties:** Westpac Banking Corporation

### This insurance is provided by:

Westpac Landlord Insurance is issued by Westpac General Insurance Limited  
ABN 99 003 719 319

### Any questions?

Please call Westpac on **1300 650 255**. We'll be happy to help you.

Kind regards,

Peter Dennis  
**Head of Product & Underwriting - General Insurance**

INFORMATION ONLY



# City of Whittlesea

Locked Bag 1, Bundoora 3083  
ABN 72 431 091 058

## Instalment Notice

For the period 1 July 2022 to 30 June 2023

☎ NRS 133 677 (ask for (03) 9217 2170)

☎ Phone (03) 9217 2170

Email [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)



Mrs P Bakhati & Mr A Abbi  
40 Gammage Boulevard  
EPPING VIC 3076

Issue Date 27/04/2023

Assessment Number

1030568



029  
1018984  
R3\_467



For emailed notices register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: 052743936P

### Property Details

11 Scuffam Street MERNDA VIC 3754

LOT 102 PS 744903F

AVPCC 110 Detached Dwelling

### Valuation Details

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

Site Value \$300,000

Capital Improved Value \$500,000

Net Annual Value \$25,000

Valuation operative date 01/07/2022

Level of value date 01/01/2022

### Instalments

Amount payable by  
31/05/2023

\$1,149.04

~~1166.65~~  
1166.65



### Rates and Charges

Overdue amount	\$769.04
4th instalment	\$380.00
Total payable by 31/05/2023	\$1,149.04

Payments received after 28 April 2023 may not be included on this notice



Scan here to pay



### Where to pay

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



**Billers Code: 5157**

Ref: 1030568

BPAY™ this payment via internet or phone banking.  
BPAY View™ - View and pay this bill using internet banking  
BPAY View Registration No.: 1030568



**Billpay Code: 0350**

Ref: 10305686

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

Phone 1300 301 185



### Council Offices

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



\*350 10305686

# Your quarterly bill



675842-001 000735(1477) R H3

MS P BAKHATI & MR A ABBI  
40 GAMMAGE BVD  
EPPING VIC 3076

Enquiries 1300 304 688  
Faults (24/7) 13 27 62  
Account number 13 4238 7637  
Invoice number 1342 5880 59562  
Issue date 12 Feb 2025  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$188.91**

Due date  
**5 Mar 2025**

## Summary

11 SCUFFAM ST, MERNDA

Property Number 5190 003, PS 744903

### Product/Service

Water Supply System Charge

Amount

\$20.41

Sewerage System Charge

\$116.90

### Yarra Valley Water Total

**\$137.31**

### Other Authority Charges

Waterways and Drainage Charge on behalf of Melbourne Water

\$30.10

Parks Charge

\$21.50

**TOTAL** (GST does not apply)

**\$188.91**

## Payment summary

Last Account	\$1,128.77
Paid/Adjusted	-\$1,128.77
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 134258805956 2



### 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: 134233168



### BPAY®

Bill code: 344366  
Ref: 134 2387 6373



### 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: 1342 5880 59562



### Credit Card

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

MS P BAKHATI & MR A ABBI

Account number	13 4238 7637
Invoice number	1342 5880 59562
<b>Total due</b>	<b>\$188.91</b>
Due date	5 Mar 2025
Amount paid	\$

# Property Clearance Certificate

## Land Tax



ADVANCED CONVEYANCING PTY LTD

<b>Your Reference:</b>	LD:76542614-014-2.PRABHA I
<b>Certificate No:</b>	89621869
<b>Issue Date:</b>	22 APR 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 11 SCUFFAM STREET MERNDA VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44932966	102	744903	11981	701	\$1,265.45

**Vendor:** AJAY ABBI & PRABHA BAKHATI

**Purchaser:** TBA TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR AJAY ABBI	2025	\$320,000	\$1,265.45	\$0.00	\$1,265.45

**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
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**Comments:**

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$550,000
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SITE VALUE (SV):	\$320,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,265.45</b>
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# Notes to Certificate - Land Tax

Certificate No: 89621869

## 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 = \$1,410.00

Taxable Value = \$320,000

Calculated as \$1,350 plus ( \$320,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,500.00

Taxable Value = \$550,000

Calculated as \$550,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 89621869

### 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: 89621869

### 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:76542614-014-2.PRABHA BAKI
Certificate No:	89621869
Issue Date:	22 APR 2025
Enquires:	ESYSPROD

**Land Address:** 11 SCUFFAM STREET MERNDA VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44932966	102	744903	11981	701	\$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:	\$550,000
SITE VALUE:	\$320,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89621869

## 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:76542614-014-2.PRABHA

**Reference:** BAKHA

**Certificate No:** 89621869

**Issue Date:** 22 APR 2025

**Land Address:** 11 SCUFFAM STREET MERNDA VIC 3754

Lot	Plan	Volume	Folio
102	744903	11981	701

**Vendor:** AJAY ABBI & PRABHA BAKHATI

**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: 89621869

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 89621866

### 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: 89621866

### 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.