Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address 23 OAKLAND DRIVE, HAMPTON PARK VIC 3976

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -
- must be noted beneath the signature.

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

Print name(s) of person(s) signing:	JAGADEESAN SIVASANKARAN AND JAMUNA RANI ETHIRAJAN
	on
SIGNED BY THE VENDOR:	
This offer will lapse unless accepted within] clear business days (3 clear business days if none specified)
State nature of authority, if applicable:	
Print names(s) of person(s) signing:	
	on//2025
SIGNED BY THE PURCHASER:	

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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.

- 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 bought the property at or within 3 clear business days before or after

- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

a publicly advertised auction;

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the Legal Profession Act 2004, under section 53A of the Estate Agents Act 1980.

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.

Particulars of sale

Vendor's estate agent

Name:	Area Specialist-Casey				
Address:	142 High Street, Cranbourne VIC 3977				
Email:	hsingh@areaspecialist.com.au				
Tel:	0406676197	Mob:	Fax:	Ref:	

Vendor

Name:	Jagadeesan Sivasankaran and Jamuna Rani Ethirajan
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	Settlement Partners Pty Ltd			
Address:	4 Langshan Road Clyde North Vic 3978 PO Box 3553, Wheelers Hill VIC 3150			
Email:	sahil@settlementpartners.com.au			
Tel:	0493275345	Fax: 0394459012	DX:	Ref: SS:SP/VIC/8902

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of	Title reference			being lot	on plan
Volume	10871	Folio	634	1	PS 525759H

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 23 Oakland Drive, Hampton Park VIC 3976

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment (general condition 11)					
Price	\$				
Deposit	\$	by	(of which \$	has been paid)	
Balance	\$	payable at settlement			

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business'** or '**going concern'** in this box

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

Settlement (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease'** appear in this box in which case refer to general condition 1.1.

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

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

□ *residential tenancy agreement for a fixed term ending on

OR

 \Box *periodic residential tenancy agreement determinable by notice OR

 \Box *lease for a term ending on with options to renew, each of years.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

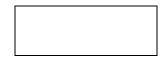
The following details apply if this contract is subject to a loan being approved.

Lender: Loan amount: \$0.00

Approval date:

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





special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

(b)

(c)

11. PAYMENT 11.1

- The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
 - (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

Special condition 2 – Acceptance of title

General condition 12.4 is added:

12.4 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.

Special condition 3 – Tax invoice

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General condition 13.3 is replaced with the following:

- If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
 - (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3, 15.4 and 15.5 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.
- 15.4 Land tax is not an adjustable item. General Condition 23(2)(b) of this Contract does **not** apply.
- 15.5 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.
- 15.6 it is imperative that adjustments be prepared by the Purchaser's representative and submitted to Settlement Partners, along with updated certificates, no later than three (3) business days preceding the scheduled settlement date. Failure to comply with this requirement will result in the Purchaser incurring an administration fee of \$220.00, inclusive of GST, payable to Settlement Partners. This fee is attributed to the delay in receiving the Statement of Adjustments.
- 15.7 If the rates (inlc. Council rate, water rate, Owners Corporation Fees) and other outgoings (excluding State Land Tax) are not separately rated at settlement, then the amount of each rate, tax and other outgoings to be adjusted between the Vendor and Purchaser shall be that proportion of same which the lot liability of the Lot hereby sold bears to the total lot liability of all the lots on the Plan.
- 15.8 The vendor covenants and warrants to the Purchaser that he shall pay all such rates, taxes and other outgoings as when same are assessed and due for payment.
- 15.9 The Purchaser shall not require that any such rate or tax be paid by or on behalf of the Vendor prior to it being so assessed and due for payment.
- 15.10 All such rates, taxes and other outgoings shall be adjusted between the Vendor and the Purchaser on the basis that they have been paid.
- 15.11 It is further agreed that adjustments of rates, charges and like outgoings on the Settlement Date shall be made on the basis that the Purchaser accepts responsibility for all such unpaid rates, charges, and like outgoings accruing following the Settlement Date.

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not failing within the parameters of section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if: (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange
 - Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (*Cth*) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
 - (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 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.

- 15B.10 The vendor warrants that:
 - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (*Cth*) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of nonpayment or late payment of the amount, except to the extent that:
 - (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act* 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.

17.4 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.*
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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
 conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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 lodgment.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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

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 Network Operator of settlement.

8.10 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.



Special condition 9 – Deposit bond

9.1 In this special condition:

- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.

- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

10.1 In this special 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).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

- 12.1 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.

12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 13 – Acceptance of Property

- 13.1 The Purchaser has inspected and accepts the property in its current state of repair.
- 13.2 The Vendor does not warrant or represent that:
 - (a) The land is identical to the land described in the Particulars of Sale; or
 - (b) The property complies with any laws affecting the land and the requirements of any municipal or statutory authority.
- 13.3 The Vendor makes no warranty or representation as to the condition of the property.

Special condition 14 – Restrictions

14.1 The purchaser buys the property subject to the following restrictions ('Restrictions'):

- (a) Any misdescription of the land or inaccuracy in the area or measurements of the land; or
- (b) Any laws affecting the land and any failure to comply with those laws; or
- (c) Any rights of or claims by any municipal or statutory authority; or
- (d) Any improvements not being erected within the boundaries of the land; or
- (e) Any improvements encroaching onto the land; or
- (f) The Condition of the Property
- 14.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.
- 14.3 The Purchaser may not call upon the Vendor to;
 - (a) Amend Title or to bear the cost of amending Title; or
 - (b) Fix any Restriction or to bear the cost of fixing any restriction.

Special condition 15 – Default

- 15.1 Without limiting the vendor's rights or any other obligations of the Purchaser, if the Vendor serves a notice of default on the Purchaser under this contract, to remedy the default the purchaser must pay;
 - (a) Expenses incurred by the Vendor as a result of the default including:
 - (b) All legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the notice of default and providing advice; and
 - (c) all additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 26; and
 - (d) Interest under General Condition 26.
- 15.2 The interest rate under General Condition 26 is amended to 4% per annum instead of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.

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Special condition 16 – Bank Cheques

The number of cheques allowed by the purchaser under General Condition 11.6 of the Contract is amended as follows;

The Vendor is entitled to have ten (10) cheques that are required by the Vendor for settlement.



Special condition 17 – Nomination

17.1 General Condition 18 of the Contract is to be deleted entirely and to be replaced as follows;

The Purchaser may, at least 14 days before settlement nominates a substitute or additional purchaser. The Purchaser must deliver to the Vendor's Solicitor:

- (a) A completed and executed notice of nomination;
- (b) A copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser;
- (c) If the nominee is or includes a proprietary company, a guarantee in the form annexed to this Contract executed by that company's directors, and
- (d) A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this Condition.
- 17.2 The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

Special condition 18 – Delayed Settlement

18.1 Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out I the Particulars of this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitor or conveyancer an amount of \$400 plus GST representing the Vendor's additional legal costs and disbursements. The Purchaser also agrees to pay \$110 for every subsequent changes to the settlement date.

Special condition 19 – Disclosure of Surface Level Works

- 19.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:
 - 19.1.1 have been carried out on the Land after the certification of the Plan before the date of this Contract; or

19.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land, are set out in the plan of surface level works attached as Annexure B to this Contract.

- 19.2 The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor and/or the Developer at any time and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.
- 19.3 The Purchaser must not exercise any Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Annexure B.

Special condition 20 - FIRB

20.1 The purchasers acknowledges that they do not require FIRB approval for the purchase of the property, as the purchaser is not a foreign person under the Foreign Acquisitions & Takeovers Act 1975 (Cth).



- 21.1 In the event that the Purchaser desires early possession of the property, contingent upon obtaining the Vendor's consent, it is necessary to execute a separate License Agreement between the parties to facilitate such an arrangement.
- 21.2 This License Agreement, as mentioned above, constitutes a distinct legal document, and is not considered an integral Component of this Contract.
- 21.3 The associated expense for preparing the License Agreement, amounting to \$330, is to be borne by the Purchaser and payable to the Vendor's representative.



Special condition 22 – Re-Sale Deed

- 22.1 For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to settlement date. If so, the Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;
 - Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
 - b) Execute three (3) copies of the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

Special condition 23 – Variations

23.1 The Purchaser acknowledges that following the signing of this contract by both parties, any request for a variation of the contract or an extension of time, not limited to altering the settlement date, extending finance loan approval, or extending the time for the Purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees amounting to \$110 for each separate request for variation or extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

Special Condition 24 - Building Work

- 24.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 24.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 24.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of selfcontained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

Special condition 25 - Owners Corporate Certificate

25.1 If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Special condition 26- ERROR/S IN ADJUSTMENTS OF OUTGOINGS

26.1 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.

Special condition 27- Finance Approval

27.1 If the purchaser attempts to end the contract on the basis that it is unable to obtain finance approval by the approval date, the purchaser must simultaneously provide written proof to the vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale and have been denied finance approval. Failure to provide this documentation will result in the assumption that the purchaser has obtained finance approval. A letter from a Mortgage broker/mobile lender is not sufficient in this regard.

Special Condition 28 – Auction

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28.1 The Property is offered for sale by Public Auction Subject to the vendor's reserve Price. The Rules of conduct of the Auction shall be set out in Schedule 1 of the Sale of Land(Public Auctions) Regulations 2014 or any Rules prescribed by regulation which modify or replace those Rules.

Special condition 29 - SWIMMING POOL AND/OR SPA

29.1 In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 30 – Purchaser Acknowledgments

- 30.1 The Purchaser acknowledges and agrees that they are purchasing the property as a result of their own enquiries and inspection:
 - a) In its 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; and
 - e) Subject to any non-compliance with the Local Government Act, or any ordinance under that Act in respect of any building or other structure/improvements/extensions/fencing on the land
- 30.2 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 special condition.

Special condition 31-Material Facts Disclosure

The Purchaser hereby acknowledges and agrees that:

1. If the Vendor has disclosed one or more Material Facts (whether individually or collectively), including any related attachments ("Material Facts"), within this Contract or the attached Section 32 Vendor Disclosure Statement: 2. The disclosed Material Fact(s) represent the full extent of the Vendor's knowledge on the matter. Unless expressly stated

otherwise, the Purchaser:

31.1 Acknowledges that the Vendor has provided full and accurate disclosure of these matters to the best of their knowledge, as set out in the attached Section 32 Vendor Statement, which the Purchaser has read and understood.

31.2 Agrees to conduct its own enquiries regarding the Material Fact(s).

31.3 Accepts that the Vendor makes no warranty beyond the disclosed Material Fact(s) and will not be responsible for any associated costs.

 31.4 Acknowledges that other parties may not be aware of or may interpret the Material Fact(s) differently from the Vendor.
 31.5 Accepts that any recommended, required, or desired actions arising from the Material Fact(s) become the sole responsibility of the Purchaser from the Day of Sale, at the Purchaser's expense.

31.6 Agrees that no objection to title or any other claims may be made in relation to the Material Fact(s).

31.7 Confirms that the Property is being purchased based on the Purchaser's own investigations.

31.8 Waives any right to delay settlement, deduct any amount at settlement, or claim any form of compensation related to the Material Fact(s).

31.9 Releases and indemnifies the Vendor from any claims, costs, actions, or losses arising from the Material Fact(s).

General Conditions

Part 2 being Form 2 prescribed by the former Estate Agents (Contracts) Regulations 2008

Title

1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 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.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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
 - 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.

- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.

- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 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 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) 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
 - (b) if 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
 - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.

- 13.8 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.

14. LOAN

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 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.
- 15.2 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.

Transactional

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by—
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. 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.

21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that

responsibility where action is required before settlement.

22. 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.

23. TERMS CONTRACT

- 23.1 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.
- 23.2 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;
 - 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.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

- 27.1 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.
- 27.2 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.

28. DEFAULT NOT REMEDIED

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



JAGADEESAN SIVASANKARAN AND JAMUNA RANI ETHIRAJAN

to

CONTRACT OF SALE OF REAL ESTATE

Property: 23 Oakland Drive, Hampton Park VIC

Settlement Partners Pty Ltd Conveyancing Practice PO Box 3553 WHEELERS HILL VIC 3150 Tel: 0493275345 Fax: 0394459012 Ref: SS:SP/VIC/8902

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: -

(f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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         |                 |
|---------------------|-----------------|
| SIGNED by the said  | )               |
| Print Name:         | )               |
|                     | Director (Sign) |
| in the presence of: | )               |
| Witness:            | ý               |
|                     |                 |

# Vendor GST Withholding Notice

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

- To: The Purchaser/S
- From: Jagadeesan Sivasankaran and Jamuna Rani Ethirajan, 26 Storm Avenue, Lyndhurst VIC 3975

Property Address: 23 Oakland Drive, Hampton Park VIC 3976 Lot: 1 Plan of subdivision: 525759H

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:

Signed by the Vendor:

# **PUBLIC AUCTION**

# Sale of land (Public Auctions) Regulations 2014

### 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.

| Land                  | 23 OAKLAND DRIVE, HAMPTON PARK VIC 3976 |  |            |
|-----------------------|-----------------------------------------|--|------------|
|                       |                                         |  | -          |
| Vendor's name         | Jagadeesan Sivasankaran                 |  | Date       |
| Vendor's signature    |                                         |  | 21/07/2025 |
|                       | 5/2>7                                   |  |            |
| Vendor's name         | Jamuna Rani Ethirajan                   |  | Date       |
|                       | -                                       |  | 21/07/2025 |
| Vendor's signature    |                                         |  |            |
|                       | EMP                                     |  |            |
| 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: \$7,500.00
- 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                                                     | То |  |  |
|------------------------------------------------------------|----|--|--|
| 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<br>Code (within the meaning of the CIPT Act) most<br>recently allocated to the land is set out in the<br>attached Municipal rates notice or property<br>clearance certificate or is as follows | AVPC No. 110                    |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| (b) | Is the land tax reform scheme land within the meaning of the CIPT Act?                                                                                                                                                                          |                                 |
| (c) | If the land is tax reform scheme land within the<br>meaning of the CIPT Act, the entry date within the<br>meaning of the CIPT Act is set out in the attached<br>Municipal rates notice or property clearance<br>certificate or is as follows    | Date:<br>OR<br>⊠ 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:
  - To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

 $\square$ 

### 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):

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

### 8. SERVICES

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

| Electricity supply □       Gas supply □       Water supply □       Sewerage □       Telephone service | $\boxtimes$ |
|-------------------------------------------------------------------------------------------------------|-------------|
|-------------------------------------------------------------------------------------------------------|-------------|

# 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)

# 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 <u>Due diligence checklist page</u> on the Consumer Affairs Victoria website (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.



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

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

Page 1 of 1

VOLUME 10871 FOLIO 634

Security no : 124124818134T Produced 27/05/2025 04:47 PM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 525759H. PARENT TITLE Volume 04700 Folio 871 Created by instrument PS525759H 28/04/2005

### REGISTERED PROPRIETOR

Estate Fee Simple Joint Proprietors JAGADEESAN SIVASANKARAN JAMUNA RANI ETHIRAJAN both of 23 OAKLAND DRIVE HAMPTON PARK VIC 3976 AF788246D 18/04/2008

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW910013E 07/06/2023 COMMONWEALTH BANK OF AUSTRALIA

COVENANT AE021475B 25/11/2005

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

### DIAGRAM LOCATION

SEE PS525759H 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: 23 OAKLAND DRIVE HAMPTON PARK VIC 3976

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA Effective from 07/06/2023

DOCUMENT END



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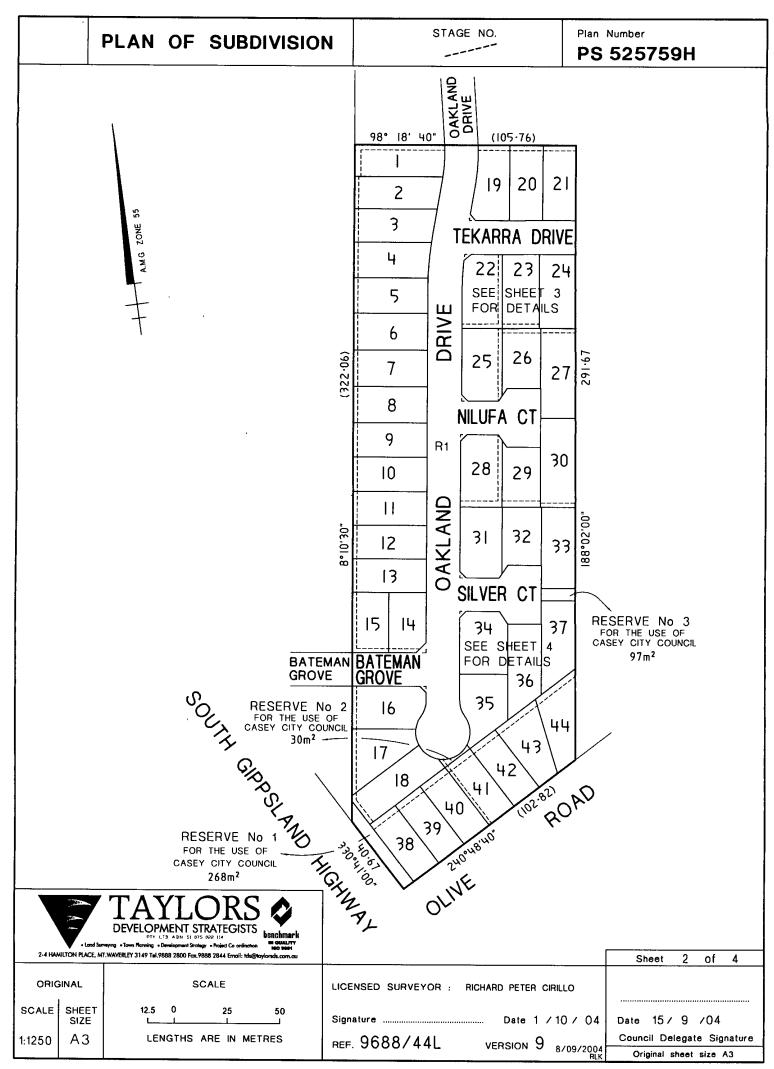
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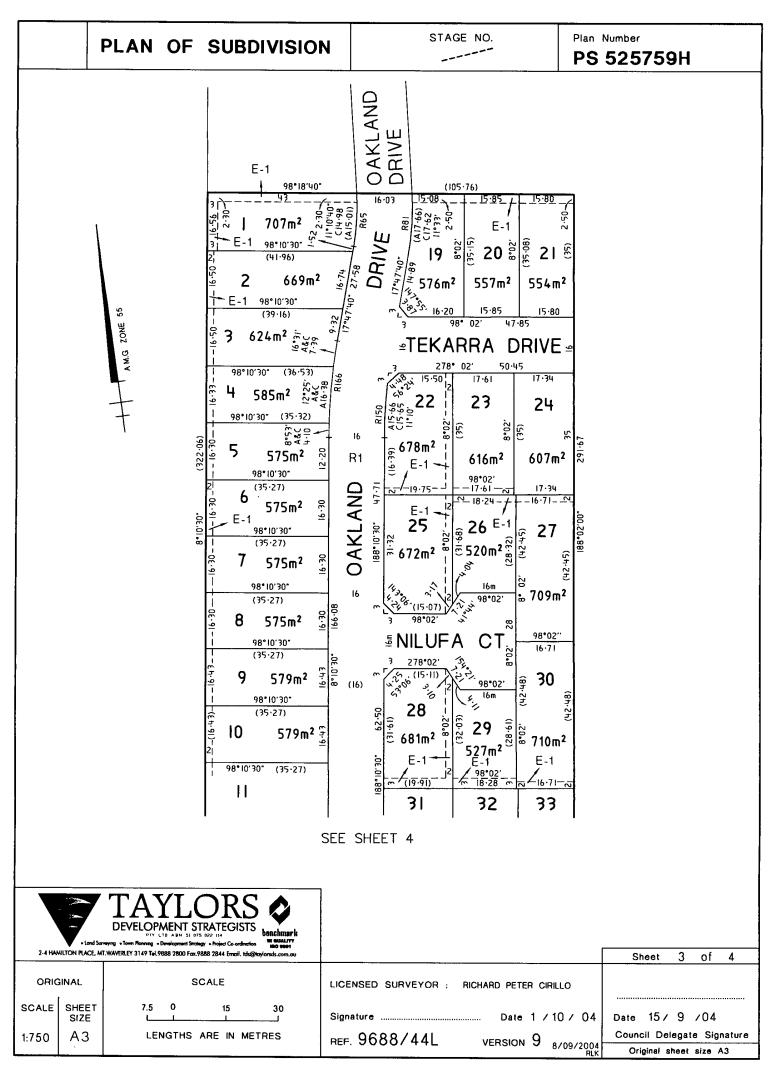
Delivered by LANDATA®, timestamp 27/05/2025 16:47 Page 1 of 4

| PLAN OF                                                                                                                         | SUBDIV              | ISION        | STAGE                                                                                                                               | NO.                      | LTO use only.<br>EDITION 1                    | Plan N<br>PS                  | lumber<br>525759H                               |  |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------|-------------------------------|-------------------------------------------------|--|
| Location of Land                                                                                                                |                     |              | Council Certificate and Endorsement                                                                                                 |                          |                                               |                               |                                                 |  |
| Parish: EUMEMM                                                                                                                  | FRRING              |              | Courseil                                                                                                                            | Namo                     | Casey City Co                                 | incil                         | Ref. S04\3248                                   |  |
| Township:                                                                                                                       |                     |              | Council Name: Casey City Council<br>1. This plan is certified under section 6 of the                                                |                          |                                               |                               |                                                 |  |
| Section:                                                                                                                        |                     |              | <del>2. This</del>                                                                                                                  | - plan- i                |                                               | -11(7) -of                    | the Subdivision Act 1988.                       |  |
| Crown Allotment:                                                                                                                |                     |              | 1                                                                                                                                   |                          | iginal-oortification under                    |                               |                                                 |  |
| Crown Portion: 36(PART)                                                                                                         |                     |              | 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.                                           |                          |                                               |                               |                                                 |  |
|                                                                                                                                 |                     |              | OPEN SPACE                                                                                                                          |                          |                                               |                               |                                                 |  |
| Title Reference: VOL 4700                                                                                                       |                     |              | <ul> <li>(i) A requirement for public open space under section 18 of the<br/>Subdivision Act 1988 has/has-not been made.</li> </ul> |                          |                                               |                               |                                                 |  |
| FOL 871                                                                                                                         |                     |              | (ii) The requirement has been satisfied.                                                                                            |                          |                                               |                               |                                                 |  |
| Last Plan Reference: LOT A ON LP7921                                                                                            |                     |              | <del>(iii) The requirement is to be satisfied in Stage</del>                                                                        |                          |                                               |                               |                                                 |  |
| Postal Address: 5 Olive Road<br>HAMPTON PARK 3976                                                                               |                     |              | Council delegate<br><del>Council seal</del>                                                                                         |                          |                                               |                               |                                                 |  |
|                                                                                                                                 |                     |              | Date 15 / 9 / 2004                                                                                                                  |                          |                                               |                               |                                                 |  |
| AMG Co-ordinates E 346 8                                                                                                        | 375 _               | <i>r r</i>   | Re-                                                                                                                                 | certified                | under section 11(7) of                        | the Subdiv                    | vision Act 1988                                 |  |
| N 5787 5                                                                                                                        | 60 <sup>20</sup>    | ne: 55       |                                                                                                                                     | ncil De                  |                                               |                               |                                                 |  |
| Vesting of Roads and                                                                                                            |                     |              | Date                                                                                                                                | Council Seal<br>Date / / |                                               |                               |                                                 |  |
|                                                                                                                                 | / Body / Per        | son          |                                                                                                                                     |                          | Notat                                         | ione                          | <u> </u>                                        |  |
| ROAD R1 CASEY CIT                                                                                                               |                     |              | Staging                                                                                                                             | 1                        | This is not a staged s                        |                               |                                                 |  |
| RESERVE No. 1 CASEY CIT<br>RESERVE No. 2 CASEY CIT                                                                              |                     |              |                                                                                                                                     |                          | Planning Permit No. P                         |                               |                                                 |  |
| RESERVE No. 3 CASEY CIT                                                                                                         |                     |              | Depth                                                                                                                               | Limita                   | ion Does not apply                            |                               |                                                 |  |
| Amendments:                                                                                                                     |                     |              |                                                                                                                                     |                          | ······································        |                               |                                                 |  |
| V1 16/01/2004 PS<br>V2 23/02/2004 Easements added                                                                               |                     |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
| V3 5/03/2004 Change roadname                                                                                                    | - MFV               |              | ĺ                                                                                                                                   |                          |                                               |                               |                                                 |  |
| V4 8/06/2004 Amend courtheads<br>V5 25/06/2004 Amend courtheads                                                                 | S Oakland Drive     | - MEV        |                                                                                                                                     |                          |                                               |                               |                                                 |  |
| V6 08/07/2004 Add Reserve No<br>V7 15/07/2004 Amend Lots 1 to                                                                   | 8, 22 & 25 - M      |              | ļ                                                                                                                                   |                          |                                               |                               |                                                 |  |
| V8 16/08/2004 Reserve No.3 vested to Council - MFV<br>V9 8/09/2004 Easements amended - RLK                                      |                     |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
|                                                                                                                                 |                     |              | 1                                                                                                                                   |                          |                                               |                               |                                                 |  |
|                                                                                                                                 |                     |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
|                                                                                                                                 |                     |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
|                                                                                                                                 |                     |              | ]                                                                                                                                   |                          |                                               |                               |                                                 |  |
| Area of Site: 3.466ha                                                                                                           |                     |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
| No. of Lots: 44                                                                                                                 |                     |              | Surve                                                                                                                               | <b>у</b> т               | his plan is based on sur                      | vey.                          |                                                 |  |
|                                                                                                                                 | · · · · ·           | ment Inform  | ·····                                                                                                                               |                          |                                               |                               |                                                 |  |
| Legend: A - Appurtenant Ease                                                                                                    | ement E - E         | ncumbering E | Easement                                                                                                                            | R - E                    | ncumbering Easement (Ro                       | ad)                           | LTO use only                                    |  |
|                                                                                                                                 |                     |              |                                                                                                                                     |                          |                                               |                               | Statement of Compliance/<br>Exemption Statement |  |
| Easement                                                                                                                        | 140 and             |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
| Reference Purpose                                                                                                               | Width<br>(Metres)   | Origin       |                                                                                                                                     | Lar                      | d Benefited/In Favour C                       | )f                            | Received 🗸                                      |  |
| E-1 Drainage                                                                                                                    | See Dia.            | This P       | lan                                                                                                                                 |                          | Casey City Council                            |                               |                                                 |  |
| Sewerage                                                                                                                        |                     |              | South East Water Limited                                                                                                            |                          |                                               |                               | Date 13/ 04/ 2005                               |  |
| E-2 Electricity Supply                                                                                                          | 1.50                | This Plan    |                                                                                                                                     |                          | XU Electricity Limite                         | d                             | LTO use only                                    |  |
| E-3 Drainage                                                                                                                    |                     |              |                                                                                                                                     |                          | Casey City Council                            |                               | PLAN REGISTERED                                 |  |
| E-3 Sewerage<br>Electricity Supply                                                                                              | See Dia.            | This Pl      | ian                                                                                                                                 |                          | uth East Water Limit<br>XU Electricity Limite |                               | TIME 12.04 pm                                   |  |
| Licenterry Suppry                                                                                                               |                     |              |                                                                                                                                     |                          |                                               |                               | DATE 28/04/2005                                 |  |
|                                                                                                                                 |                     |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
|                                                                                                                                 |                     |              |                                                                                                                                     |                          |                                               | Assistant Registrar of Titles |                                                 |  |
|                                                                                                                                 |                     |              |                                                                                                                                     |                          |                                               | Sheet 1 of 4                  |                                                 |  |
|                                                                                                                                 | <b>L</b> , <b>L</b> |              | I                                                                                                                                   |                          | <u></u>                                       |                               | , , , , , , ,                                   |  |
| LICENSED SURVEYOR : RICHARD PETER CIRILLO                                                                                       |                     |              |                                                                                                                                     |                          |                                               |                               |                                                 |  |
| DEVELOPMENT STRATEGISTS enchark Signature                                                                                       |                     |              |                                                                                                                                     |                          |                                               | Date 15 ( 0 (04               |                                                 |  |
| <ul> <li>Lond Surveys - Town Rowing - New Coordination</li></ul>                                                                |                     |              |                                                                                                                                     |                          |                                               | Council Delegate Signature    |                                                 |  |
| 2 4 HAWILTON FLACE, MT.WAVERLEY 3149 Tel: 9888 2800 Fox. 9888 2844 Emoil. 1249 Paylor and and REF. 9688/44L VERSION 9 8/09/2004 |                     |              |                                                                                                                                     |                          |                                               | Original sheet size A3        |                                                 |  |

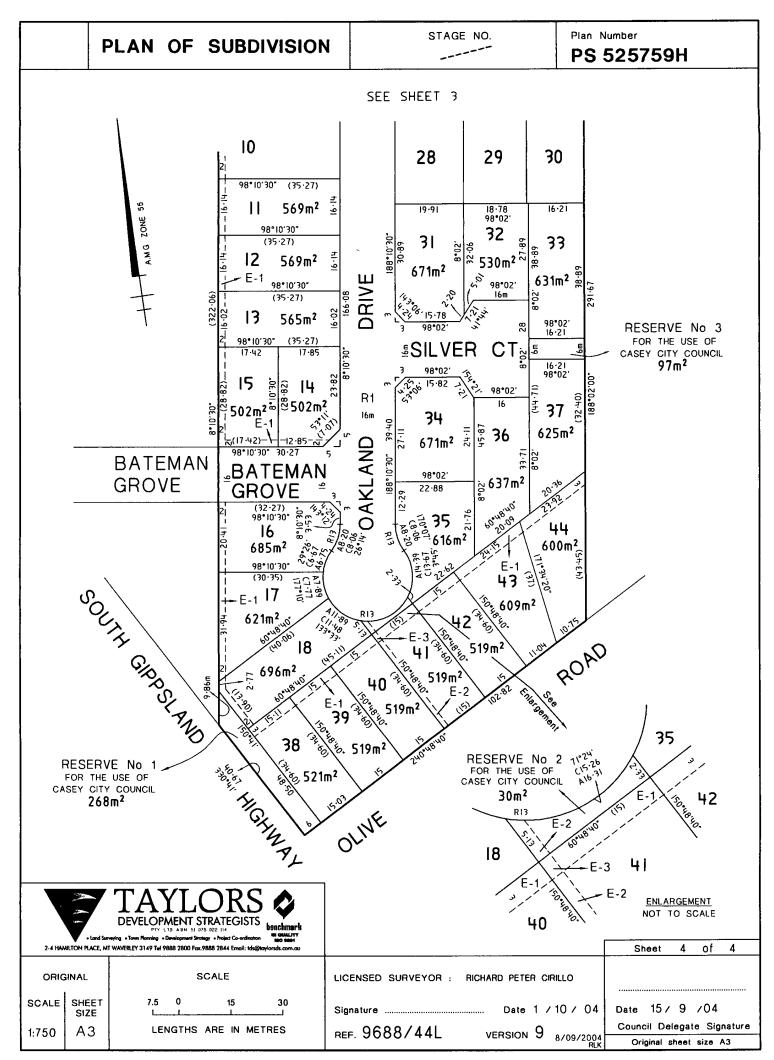
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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

#### FINAL SEARCH STATEMENT Land Use Victoria

Page 1 of 1

Security No : 124124818131W Produced 27/05/2025 04:47 PM Volume 10871 Folio 634

#### ACTIVITY IN THE LAST 125 DAYS

NIL

#### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA Effective from 07/06/2023

STATEMENT END

### **PROPERTY REPORT**



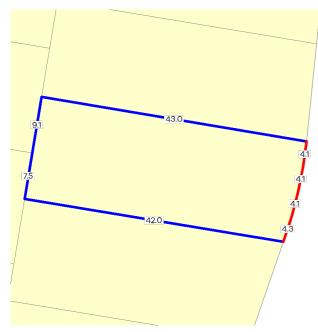
From www.land.vic.gov.au at 27 May 2025 04:43 PM

#### **PROPERTY DETAILS**

| Address:                          | 23 OAKLAND DRIVE HAMPTON PARK 3976 |                      |
|-----------------------------------|------------------------------------|----------------------|
| Lot and Plan Number:              | Lot 1 PS525759                     |                      |
| Standard Parcel Identifier (SPI): | 1\PS525759                         |                      |
| Local Government Area (Council):  | CASEY                              | www.casey.vic.gov.au |
| Council Property Number:          | 93182                              |                      |
| Directory Reference:              | Melway 96 D11                      |                      |

#### SITE DIMENSIONS

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



### **Area:** 706 sq. m Perimeter: 118 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 <u>Title and Property</u> Certificates

#### UTILITIES

Melbourne Water Retailer: Melbourne Water: Power Distributor:

Rural Water Corporation: Southern Rural Water South East Water Inside drainage boundary AUSNET

#### STATE ELECTORATES

Legislative Council:

SOUTH-EASTERN METROPOLITAN Legislative Assembly: NARRE WARREN SOUTH

#### 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

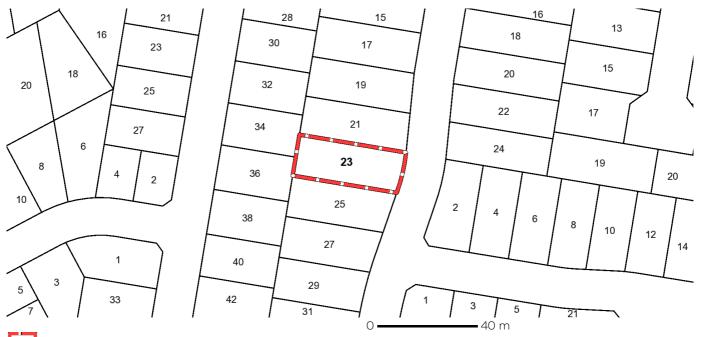
Planning Property Reports can be found via these two links Vicplan https://mapshare.vic.gov.au/vicplan/ Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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### **PROPERTY REPORT**

#### Area Map





Selected Property

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### PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 27 May 2025 04:43 PM

#### **PROPERTY DETAILS**

| Address:                          | 23 OAKLAND DRIVE | HAMPTON PARK 3976   |                                 |
|-----------------------------------|------------------|---------------------|---------------------------------|
| Lot and Plan Number:              | Lot 1 PS525759   |                     |                                 |
| Standard Parcel Identifier (SPI): | 1\P\$525759      |                     |                                 |
| Local Government Area (Council):  | CASEY            |                     | www.casey.vic.gov.au            |
| Council Property Number:          | 93182            |                     |                                 |
| Planning Scheme:                  | Casey            |                     | <u> Planning Scheme - Casey</u> |
| Directory Reference:              | Melway 96 D11    |                     |                                 |
| UTILITIES                         |                  | STATE ELECTORATES   |                                 |
| Dural Water Corporation.          | orn Dural Wator  | Logiclative Council |                                 |

Rural Water Corporation: Melbourne Water Retailer: Melbourne Water: Power Distributor:

Southern Rural Water South East Water Inside drainage boundary AUSNET

Legislative Council: Legislative Assembly:

SOUTH-EASTERN METROPOLITAN NARRE WARREN SOUTH

#### OTHER

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

#### View location in VicPlan

#### **Planning Zones**

#### GENERAL RESIDENTIAL ZONE (GRZ) GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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

### PLANNING PROPERTY REPORT



#### **Planning Overlay**

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### DEVELOPMENT PLAN OVERLAY (DPO)



#### DPO - Development Plan Overlay

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

#### **Further Planning Information**

Planning scheme data last updated on 22 May 2025.

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

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 abut 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 <u>https://www.planning.vic.gov.au</u>

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### PLANNING PROPERTY REPORT



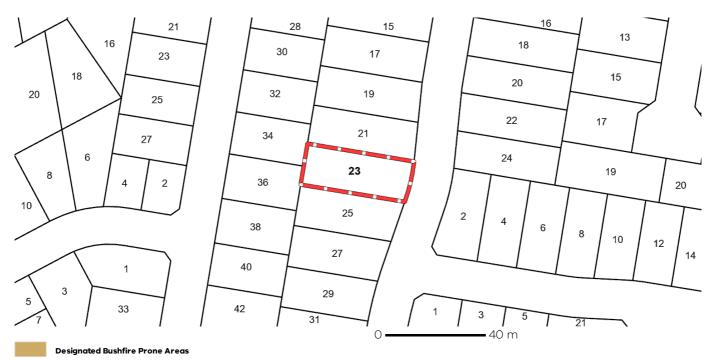
#### **Designated Bushfire Prone Areas**

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 <u>https://www.planning.vic.gov.au</u>.

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

#### **Native Vegetation**

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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Payments (Visa/MasterCard) & account balances: southeastwater.com.au or call 1300 659 658 Account enquiries: southeastwater.com.au/enquiries or call 131 851

Mon-Fri 8am to 6pm Faults and emergencies (24/7): live.southeastwater.com.au or call 132 812 Interpreter service: For all languages 9209 0130

TTY users 133 677 (ask for 131 851)

| JAGADEESAN SIVASANKARAN & JAMUNA ETHIRAJ |
|------------------------------------------|
| C/O:HARCOURTS CRANBOURNE WEST            |
| U 2 37 PARAMOUNT BVD                     |
| CRANBOURNE WEST VIC 3977                 |

|                                     |      |                    | Account number:    | 18554457     |
|-------------------------------------|------|--------------------|--------------------|--------------|
|                                     |      |                    | Date due:          | 10 June 2025 |
| Last bill Payments recei            | ived | Balance            | Current charges    | Total due    |
| \$172.90 – \$172.90cr               | =    | \$0.00             | +\$172.90          | \$172.90     |
| Your account breakdown              |      |                    | Your snapshot      |              |
| Issue date                          |      | 22 May 2025        |                    |              |
| Property                            |      | 23 Oakland Drive   | Average daily cost | \$1.32       |
|                                     | HAM  | PTON PARK VIC 3976 |                    |              |
| Property reference                  |      | 530//14357/00023   |                    |              |
| Last bill                           |      | \$172.90           |                    |              |
| Payment received                    |      | \$172.90cr         |                    |              |
| Balance brought forward             |      | \$0.00             |                    |              |
| Our charges (no GST)                |      | \$120.63           |                    |              |
| Other authorities' charges (no GST) |      | \$52.31            |                    |              |
| Total due                           |      | \$172.90           |                    |              |

### **Payment options**

| DD                                                                | Direct debit<br>Set up payments at southeastwater.com.au/paymyb                                         | bill                                                                                                                | eft          | EFT (Electronic F<br>BSB: 033-874<br>Account name: | unds Transfer)<br>Account number: 1855445<br>South East Water Corpora |          |  |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------|-----------------------------------------------------------------------|----------|--|
| BAY                                                               | BPAY® (Up to \$20,000)<br>Biller code: 24208 Ref: 1001 8554 4500 006                                    |                                                                                                                     | Post Billpay | BillpayCode: 0361<br>Call 131 816                  | Ref: <b>1001 8554 4500 006</b><br>Visit: postbillpay.com.au           |          |  |
|                                                                   | Credit card<br>Pay by Visa or MasterCard at<br>southeastwater.com.au/paymybill<br>or call 1300 659 658. | Aybill Services Services Go to servicesaustralia.gov.au/<br>for more information.<br>Reference number: 555 050 397. |              | <b>tralia.gov.au/centrepay</b><br>on.              |                                                                       |          |  |
| Property r                                                        | ef: 530//14357/00023                                                                                    |                                                                                                                     |              | Total due:                                         |                                                                       | \$172.90 |  |
| 23 OAKLAND DRIVE<br>HAMPTON PARK VIC 3976<br>*361 100185544500006 |                                                                                                         |                                                                                                                     |              | Account num                                        | ber: 1                                                                | 8554457  |  |
|                                                                   |                                                                                                         | PN53O                                                                                                               |              | Date paid:                                         |                                                                       |          |  |
|                                                                   |                                                                                                         |                                                                                                                     |              | Receipt numb                                       | er:                                                                   |          |  |

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+009124+

<000000000>

<0000017290>

+444+

### **Our charges**

30/06/25

| Service charges               | For period 01/04/25 to 30/06/25 |
|-------------------------------|---------------------------------|
| Water service charge          | \$22.58                         |
| Sewerage service charge       | \$98.05                         |
| Total service charges         | \$120.63                        |
| Our charges                   | \$120.63                        |
| Other authorities' cha        | irges                           |
|                               | Charge                          |
| Parks 01/04/25 to 30/06/25    | \$21.79                         |
| Waterways and Drainage charge | 01/04/25 to                     |

| Total other authorities | \$52.31  |
|-------------------------|----------|
| Total current charges   | \$172.90 |

### **Our charges explained**

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2024** 

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/04/25 to 30/06/25**.

#### **Parks charge**

\$30.52

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see

www.parks.vic.gov.au/about-us/parks-charge. The charge is for 01/04/25 to 30/06/25.

#### **Additional information**

#### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport** 

#### **Our customer charter**

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

### Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to mySouthEastWater.com.au



South East Water Corporation ABN 89 066 902 547 101 Wells Street Frankston VIC 3199 PO Box 2268 Seaford VIC 3198 Australia



# Say goodbye to missed alerts



When you change a mobile number or email address, letting your utilities know isn't usually on top of the to-do list.

Check if your details are up to date so we can quickly let you know about important works, like:



It's a little thing but it can have a big impact on how quickly we're able to alert you. It's easy to check what details you have on your account.

### Sign in or register at

mySouthEastWater.com.au

(you'll need your account number handy to register) or scan the QR code.

Or you can chat with our friendly team on **13 18 51**.





### **RATE & VALUATION NOTICE** 1 JULY 2024 - 30 JUNE 2025

City of Casey Bunjil Place, 2 Patrick Northeast Drive, Narre Warren Tel: 03 9705 5200 NRS: 133 677 (for the deaf, hearing or speech impaired) ABN: 43 320 295 742

### 

J R Ethirajan & J Sivasankaran 26 Storm Avenue LYNDHURST VIC 3975

#### PROPERTY: 23 Oakland Drive HAMPTON PARK VIC 3976 Lot 1 PS 525759H

PRESCRIBED DATE OF VALUATION: (Valuation as at) 1 JAN 2024

**OPERATIVE DATE:** (Effective from) 1 JULY 2024

032-3975 (4624)

| CAPITAL IMPROVED VALUE:<br>(Total Property Value) \$660,000                                                                   | SITE VALUE:<br>(Land Value) | \$485,000                                                    | NET ANN<br>VALUE: | NUAL<br>\$33,000                              |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------------------|-------------------|-----------------------------------------------|
| RATES & CHARGES:                                                                                                              |                             | CALCULATION:                                                 |                   | AMOUNT:                                       |
| Fire Service Levy Residential Fixed<br>Fire Service Levy Residential Varial<br>Garbage With Garden Waste 120L<br>General Rate | ble                         | 132.00<br>(.000087 × CIV)<br>@ \$440.00<br>@\$0.0021564609 × | CIV               | \$132.00<br>\$57.42<br>\$440.00<br>\$1,423.26 |

Current rates and fire services property levy must be paid 17 February 2025 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs

#### AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:

#### 110 - Detached Dwelling

#### RATE CAPPING

Council has complied with the Victorian Government's rate cap 2.75%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

The valuation of your property relative to the valuation of other properties in the municipal district

ii) The application of any differential rate by Council

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



To update your contact details, please notify us at www.casey.vic.gov.au/update-your-contact-details



If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

\*71 179 931828 08

#### TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS

| BPAY            | Biller Code: 8995                            | INSTALMENT AMOUNT: |            | DATE:          | ,        | , |  |
|-----------------|----------------------------------------------|--------------------|------------|----------------|----------|---|--|
|                 | <b>Hel:</b> 00931828                         | DUE BY 30/09/2024  | \$513.23   | DAIL.          | ,        |   |  |
| BPAY® this paym | ent via Internet or phone banking.           |                    |            |                |          |   |  |
| BPAY View® Vie  | ew and pay this bill using internet banking. | TOTAL AMOUNT:      |            | ¢              |          |   |  |
| BPAY View Regi  | stration No.: 00931828                       | DUE BY 17/02/2025  | \$2,052.68 | <b>P</b>       |          |   |  |
| RATEPAYER:      | J R Ethirajan & J Sivasankar                 | an                 |            |                |          |   |  |
| PROPERTY:       | 23 Oakland Drive HAMPTON P                   | ARK VIC 3976       |            |                |          |   |  |
| PROPERTY ID:    | 93182                                        |                    |            | BINI BINE BINE | 31828.08 |   |  |



| ACCOUNT REF NO .: | 00931828                                                            |
|-------------------|---------------------------------------------------------------------|
|                   | nding, not subject to<br>plan, must be paid<br>oid further interest |

charges (currently set at 10% PA).

#### THREE PAYMENT OPTIONS:

#### **OPTION 1**:

#### **PAY OVER 4 INSTALMENTS**

To pay by instalments, you MUST pay the first instalment by the due date.

Instalment 1: 30 September 2024 \$513.23

Instalment 2: 2 December 2024 \$513.15

Instalment 3: 28 February 2025 \$513.15

Instalment 4: 2 June 2025 \$513.15

#### OPTION 2:

PAY IN FULL \$2,052.68

Due by 17 February 2025

### **OPTION 3:**

#### PAY BY DIRECT DEBIT OVER **9 MONTHLY PAYMENTS**

Existing Direct Debit arrangements will continue from 30 September 2024.

A Payment Schedule will be sent separately. Turn over for further information.

TIS: 131450 (Translating and Interpreting Service) المترجم الفرري 翻译 مترجم شفاهى ਦੁਭਾਸ਼ੀਆ ගාමන පරිචරකක



#### IMPORTANT INFORMATION

#### CAPITAL IMPROVED VALUE

Capital Improved Value is the market value of the land, including the improvements that have been made on, or to the land.

#### SITE VALUE

Site Value is the market value of the land, assuming that the improvements on, or to the land had not been made.

#### NET ANNUAL VALUE

Net Annual Value is the rental value of the land, including the improvements that have been made on, or to the land, with the exception of farms and most residential properties where the net annual Value is 5% of the Capital Improved Value.

#### **RIGHT OF OBJECTION TO VALUATIONS**

Ratepayers have a right under S16 of the Valuation of Land Act 1960 to object to the valuation of the described property on a number of specific grounds under section 17. For Fire Service Property Levy purposes, valuations are allocated an AVPCC, which can also be objected to. Objections must be lodged on the prescribed form within 2 months of the issue of this rate and valuation notice. Please contact the Valuation Office for further information regarding the grounds for objection and the prescribed form.

#### USE OF COUNCIL VALUATIONS

Notice is given that Council valuations may be used by other rating authorities for the purpose of a rate or tax. The City of Casey uses Capital Improved Value as the valuation base for rating purposes. The State Revenue Office also uses Capital Improved Value as its valuation base for calculating the Fire Services Property Levy. The State Revenue Office uses Site Value as its valuation base for land tax purposes. Further Information on land tax can be found at the State Revenue Office website www.sro.vic.gov.au.

#### SPECIAL PAYMENT ARRANGEMENTS

If you think you may have difficulty paying your rates, please contact the Council immediately or before the payment is due, to discuss more suitable methods of payment or visit <u>www.casey.vic.gov.au/apply-rates-payment-plan</u>

If you are suffering financial hardship please refer to Councils' hardship policy at www.casey.vic.gov.au/policies-strategies/rate-payment-financial-hardship-policy

#### PENALTY FOR LATE PAYMENT OF RATES AND CHARGES

Late or non-payment of rates and charges will incur a penalty as set under Section 2 of the *Penalty Interest Rate Act 1983*. Section 172 provides that where rates and charges are payable either in a lump sum or by instalments, and a person fails to pay the first instalment or a lump sum by their respective due dates, Council may charge penalty interest from the date on which each missed instalment is due. In other words, where a lump sum is not paid by the due date, penalty interest will be calculated as if the person was paying their rates in instalments.

#### **RIGHT OF OBJECTION TO RATES AND CHARGES**

Under S184 of the *Local Government Act 1989*, aggrieved persons have a right of appeal to the County Court on the rates and charges on specific grounds. Please contact the Rates Office for further information.

#### SUPPLEMENTARY RATE

If an amendment is made to the valuation to include any changes to the property, an adjustment to the rates payable may be necessary for which a supplementary rate and valuation notice will be served.

#### PROPERTY OWNERSHIP

It is the responsibility of the property owner to notify the Council of any change in ownership.

#### OWNER

S 0 2

J Sivasankaran, J R Ethirajan

#### **PAYMENT OPTIONS**

#### DIFFERENTIAL RATES

Council does not apply a differential rating system.

#### RATE REBATES/CONCESSIONS

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges. Please note that the appropriate pension card must be provided when submitting your application for a rate rebate at the Council offices.

A Council concession may also be available to holders of an appropriate TPI or War Widow Gold Card. Enquiries can be made at any of Council's Customer Service Centres.

#### PAYMENT OF RATES AND CHARGES

Payments of any rates and charges will be allocated as follows:

- 1. Legal costs owing, if any.
- 2. Interest owing, if any.
- Arrears owing, if any, current rates, charges and fire services property levies owing. Penalty interest on any arrears of rates, charges and fire service property levies will continue to accrue until full payment of the outstanding amount.

#### FIRE SERVICES PROPERTY LEVY (FSPL)

Council has been appointed as the agency to collect the Fire Services Property Levy on all land within the City of Casey, unless specifically exempted, to fund the Country Fire Authority. If the leviable land is rateable, the owner may apply for a waiver, deferral or concession in respect of the levy amount, in accordance with section 27 of the FSPL Act. If the leviable land is classified residential for land use classification purposes, but is not rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 28 of the FSPL Act.

#### DIRECT DEBIT PAYMENT BY NINE INSTALMENTS

Rates, Charges and Fire Services Property Levies may be paid by nine monthly instalments, only if you choose the Direct Debit method of payment. Contact Council on **03 9705 5200** or visit our website <u>www.casey.vic.gov.au</u> for an application form. Applications must be received by 10 September each year. The first payment will be deducted on 28 September and subsequent payments on the 28th of each month (or the next business day) until May 2025. Instalment reminder notices will not be forwarded and it remains your responsibility to ensure sufficient funds are available in your nominated account.

#### DISPOSAL OF PROPERTY FOR OVERDUE RATES AND CHARGES

Under Section 181 of the *Local Government Act 1989*, the Council has the power to dispose of property where:

- There are rates and charges (including enforcement costs and interest) which are more than three years overdue; and
- There is no current arrangement for the payment of the overdue rates and charges; and
- There is a Court order requiring the part payment of the overdue rates and charges.

#### PRIVACY STATEMENT

The City of Casey is committed to the protection of your privacy. Your personal information will be handled in accordance with the *Privacy and Data Protection Act 2014*. The personal information requested is being collected for the purpose of being able to contact you via SMS, phone, email or mail, about services you receive from Council, including rates reminders. You can access your personal information by contacting council's Privacy Officer on **03 9705 5200**. For further information about how Council protects your privacy, Council's Privacy Policy is available from all council offices and on our website <u>www.casey.vic.gov.au/privacy</u>.

#### DECLARATION OF RATES

In accordance with Section 158 of the Local Government Act 1989, Council declared the rates and charges for 12 months ending 30 June 2025. In accordance with Parts 2 and 3 of the Fire Services Property Levy Act 2012, Council is required to collect levy amounts on behalf of the State Government as a collection agency. These rates and charges and levy, if unpaid, remain as a first charge on the land, along with any costs awarded to Council in relation to them.

| Contact your financial institution<br>to pay from your cheque,<br>savings or credit card account.<br>Biller Code: <b>8995</b><br>Ref Number: 00931828                                     | ONLINE<br>Pay online via the<br>City of Casey website:<br>www.casey.vic.gov.au                                                                                       | BY MAIL<br>Mail payment of<br>amount or with<br>deposit slip to:<br>City of Casey                                                                                                                                                                    | IN PERSON<br>Option 1: Pay in person at any<br>Australia Post outlet.<br>Option 2: Pay by EFTPOS, Money Order,<br>Credit Card, or Cheques crossed                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DIRECT DEBIT<br>Please contact the City of Casey<br>on 9705 5200 or visit<br>www.casey.vic.gov.au<br>for a Payment Schedule application.<br>Applications close 10 September<br>each year. | to make your payment by credit<br>card (MasterCard or Visa).                                                                                                         | <ul> <li>P.O. Box 5034</li> <li>Hallam, 3803</li> <li>Please do not pin or staple<br/>your cheque to the notice<br/>when returning the payment</li> <li>Allow sufficient time for<br/>delivery to avoid any penalty<br/>for late payment.</li> </ul> | "Not Negotiable" at our Customer<br>Service Centres:<br>Cranbourne<br>Monday to Friday, 10.00 am to 2.00 pm<br>Cranbourne Park Shopping Centre,<br>125 High Street, Cranbourne<br>Bunjil Place<br>Monday to Friday, 9.00 am to 4.00 pm<br>2 Patrick Northeast Drive, Narre Warren |
| Post<br>Billpay Billpay code: 9179<br>Ref Number:<br>931828 08                                                                                                                            | <ul> <li>Pay in person at any Post Office</li> <li>Online at postbillpay.com.au</li> <li>Call 13 18 16 for credit card<br/>payments (MasterCard or Visa).</li> </ul> |                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                   |

# **Third instalment notice**

Valuation, rates and charges for 2023-2024

### հիկովկիլունելներ

ETHIRAJAN, J R & SIVASANKARAN, J 23 OAKLAND DR HAMPTON PARK VIC 3976



031 1007502 R1\_15913

Rateable property details:

40 Victory Dr Pakenham 3810 L549 PS633130 V11269 F969 453 m2



Instalment 3 Amount due: \$1,957.68 Date due: 28/02/2024 Property number: 5000010561 Issue date: 07/02/2024

4th Instalment: Due 31 May 2024

Reminder notices will be sent prior to instalment due dates.

The amount due does not take into account payments received after 2nd February 2024.

| FlexiPay        | Set up regular payments to suit your budget at <b>cardinia.vic.gov.au/flexipay</b>                                                              | En c               | Set up regular Centr<br>servicesaustralia.g | epay deductions from your Centrelink payments at<br>ov.au/centrepay CRN: 555 012 959V            |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------|
| BPAY View       | Biller code: 858944<br>Ref: 50000105614<br>It via internet or phone banking<br>and pay this bill via internet banking<br>on number: 50000105614 | රිරි               | 20 Siding Avenue, (<br>(Open Monday to F    | riday, 9.00am - 4.30pm).                                                                         |
| Post<br>Billpay | Billpay Code: 0860<br>Ref: 5000 0105 6100 004                                                                                                   | \$                 | Pay by cheque or m<br>PO BOX 7, Pakenha     |                                                                                                  |
| To              | verify your property in MyCardinia use                                                                                                          |                    |                                             | To have your notices emailed<br>Register at cardinia.enotices.com.au<br>Reference No: 85B1F7462Z |
| Mig (27) Vel    | rification code: GEJ6<br>ww.cardinia.vic.gov.au/mycardinia                                                                                      |                    |                                             | Instalment 3                                                                                     |
| *860 500001056  | 3100004                                                                                                                                         | Scan               | here to pay                                 | Property number: 5000010561<br>Property address:<br>40 Victory Dr                                |
| For more        | 4                                                                                                                                               | VISA               | mastercard Bank<br>Account                  | Date paid:                                                                                       |
| ABN 32 210 90   |                                                                                                                                                 | ardinia.vic.gov.au | f y 🖻 in                                    | Receipt number:                                                                                  |



#### Financial hardship and assistance

If you are experiencing financial hardship which is affecting your ability to pay your rates, please visit

www.cardinia.vic.gov.au/rateshelp or call us to discuss your options. To access free financial counselling and advice visit the National Debt Helpline's website www.ndh.org.au or call them on 1800 007 007.

You may apply for a waiver, deferral or payment plan for your rates and charges in accordance with sections 170, 171, 171A or 171B of the *Local Government Act 1989*. A copy of the legislation is available on our website at www.cardinia.vic.gov.au/rates.

Council may enter into a payment plan with you, upon certain terms and conditions determined by Council and in accordance with the applicable legislation, to make smaller, more regular payments towards your rates and charges. Please visit **www.cardinia.vic.gov.au/rates** or call us for more information.

#### Payment of rates and charges

Rates and charges are payable in 4 instalments. You will receive a reminder notice before each instalment is due.

You can also pay by weekly, fortnightly, monthly or quarterly direct debit payments. To set up a direct debit payment plan please visit www.cardinia.vic.gov.au/flexipay.

Interest may be charged on overdue rates and charges in accordance with sections 172 and 172A of the *Local Government Act 1989*. Subject to sections 180 and 180A of the *Local Government Act 1989* legal action may also be taken for recovery of unpaid rates and charges and may incur additional costs.

All payments received will be allocated in the following order:

- 1) Legal costs (if any) 2) Interest (if any)
- 3) Arrears (if any)
- 4) Current rates and charges

#### **Concessions and rebates**

If you have a Centrelink or Department of Veterans' Affairs Pensioner Concession Card or specific Department of Veterans' Affairs gold card you may be eligible for the Municipal rates concession. The property must be your principal place of residence and match the address on your eligible card.

To apply for the concession go to

www.cardinia.vic.gov.au/rates for a link to the 'Municipal rates concession' web page on the Department of Families, Fairness and Housing (DFFH) website or call us to obtain a hard copy form. Please complete the application form and return it to Council by post or email.

If you receive Jobseeker payments you may be eligible for the Jobseeker rebate provided by Council. To apply for this rebate please go to **www.cardinia.vic.gov.au/rates** or call us to obtain a hard copy form and return the completed form to Council by post or email.

Change of mailing address and property ownership

If your mailing address has changed please go to www.cardinia.vic.gov.au/rates to update your details.

Property owners are legally required to advise Council of a change in ownership by way of a Notice of Acquisition or copy of title.

For more information about rates and your legal rights and responsibilities visit www.cardinia.vic.gov.au/rates, or contact us on 1300 787 624 or mail@cardinia.vic.gov.au

Cardinia Shire Council privacy statement

Personal information collected by Council is used for municipal purposes as specified in the Local Government Act 1989 and Local Government Act 2020. Personal information will be held securely and used solely by Council for these purposes and/or directly related purposes. Council may disclose this information to other organisations if required or permitted by legislation.

Property Clearance Certificate
Land Tax



|                                   |                             |                  |                | Your Refere    | nce g      | SPVIC8902   |             |
|-----------------------------------|-----------------------------|------------------|----------------|----------------|------------|-------------|-------------|
| SETTLEMENT P                      | ARTNERS PTY LTD             |                  |                | Certificate I  |            |             |             |
|                                   |                             |                  |                |                |            | 92275156    |             |
|                                   |                             |                  |                | Issue Date:    |            | 16 JUL 2025 |             |
|                                   |                             |                  |                | Enquiries:     | 1          | MXS26       |             |
| Land Address:                     | 23 OAKLAND DRIVE H          | AMPTON PARK      | VIC 3976       |                |            |             |             |
| Land Id                           | Lot                         | Plan             | Volume         | Folio          |            |             | Tax Payable |
| 33055329                          | 1                           | 525759           | 10871          | 634            |            |             | \$0.00      |
| Vendor:                           | JAMUNA RANI ETHIRA          | JAN & JAGADE     | ESAN SIVASAN   | KARAN          |            |             |             |
| Purchaser:                        | FOR INFORMATION PL          |                  |                |                |            |             |             |
| Current Land Tax                  | ĸ                           | Year Taxable     | Value (SV) Pro | portional Tax  | Penalty/Ir | nterest     | Total       |
| JAMUNA RANI E                     | THIRAJAN                    | 2025             | \$485,000      | \$2,111.52     |            | \$0.00      | \$0.00      |
| Current Vacant F                  | Residential Land Tax        | Year Taxable     | Value (CIV)    | Tax Liability  | Penalty/In | terest      | Total       |
| Comments:                         |                             |                  |                |                |            |             |             |
| Arrears of Land                   | Tax                         | Year             | Pro            | oportional Tax | Penalty/In | terest      | Total       |
|                                   | subject to the notes that a |                  |                |                |            |             |             |
| reverse. The appl                 | licant should read these r  | notes carefully. | CAPITAL I      | MPROVED VA     |            | ):          | \$660,000   |
| 1013-                             | del                         |                  | SITE VALU      | JE (SV):       |            |             | \$485,000   |
| Paul Broderick<br>Commissioner of | State Revenue               |                  |                | LAND TAX A     |            | ٩X          | \$0.00      |

CHARGE:



ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

#### Certificate No: 92275156

#### 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 = \$1,905.00

Taxable Value = \$485,000

Calculated as \$1,350 plus ( \$485,000 - \$300,000) multiplied by 0.300 cents.

#### VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,600.00

Taxable Value = \$660,000

Calculated as \$660,000 multiplied by 1.000%.

#### Land Tax - Payment Options

| BPAY                                                                                                                              |                                   | CARD                                                                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------------|--|
| B                                                                                                                                 | Biller Code:5249<br>Ref: 92275156 | Ref: 92275156                                                         |  |
| Telephone & Internet Banking - $BPAY^{8}$                                                                                         |                                   | Visa or Mastercard                                                    |  |
| Contact your bank or financial institution<br>to make this payment from your<br>cheque, savings, debit or transaction<br>account. |                                   | Pay via our website or phone 13 21 61.<br>A card payment fee applies. |  |
| www.bpay.com.au                                                                                                                   |                                   | sro.vic.gov.au/paylandtax                                             |  |

# **Property Clearance Certificate**

Commercial and Industrial Property Tax



| SETTLEMENT PARTNERS PTY LTD |                              |                   |                                        | Your Reference:             | Your Reference: SPVIC8902    |  |  |
|-----------------------------|------------------------------|-------------------|----------------------------------------|-----------------------------|------------------------------|--|--|
|                             |                              |                   |                                        | Certificate No:             | 92275156                     |  |  |
|                             |                              |                   |                                        | Issue Date:                 | 16 JUL 2025                  |  |  |
|                             |                              |                   |                                        | Enquires:                   | MXS26                        |  |  |
|                             |                              |                   |                                        |                             |                              |  |  |
| Land Address:               | 23 OAKLAND D                 | RIVE HAMPTO       | N PARK VIC 3976                        |                             |                              |  |  |
| Land Id                     | Lot                          | Plan              | Volume                                 | Folio                       | Tax Payable                  |  |  |
| 33055329                    | 1                            | 525759            | 10871                                  | 634                         | \$0.00                       |  |  |
| AVPCC                       | Date of entry<br>into reform | Entry<br>interest | Date land becomes<br>CIPT taxable land | Comment                     |                              |  |  |
| 110                         | N/A                          | N/A               | N/A                                    | The AVPCC allocated to use. | the land is not a qualifying |  |  |

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

13. del ay

Paul Broderick Commissioner of State Revenue

| CURRENT CIPT CHARGE:    | \$0.00    |
|-------------------------|-----------|
| SITE VALUE:             | \$485,000 |
| CAPITAL IMPROVED VALUE: | \$660,000 |
|                         | ****      |
|                         |           |



ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

### Notes to Certificate - Commercial and Industrial Property Tax

#### Certificate No: 92275156

#### Power to issue Certificate

 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)

- 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.
- 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



| SETTLEMENT PARTNERS PTY LTD |                                                 |                    | Your            | Reference:          | SPVIC8902   |
|-----------------------------|-------------------------------------------------|--------------------|-----------------|---------------------|-------------|
|                             |                                                 |                    | Certif          | icate No:           | 92275156    |
|                             |                                                 |                    | Issue           | Date:               | 16 JUL 2025 |
|                             |                                                 |                    |                 |                     |             |
| Land Address:               | 23 OAKLAND DRIVE HAMPTON PARK VIC 3976          |                    |                 |                     |             |
| Lot                         | Plan                                            | Volume             | Folio           |                     |             |
| 1                           | 525759                                          | 10871              | 634             |                     |             |
| Vendor:                     | JAMUNA RANI ETHIRAJAN & JAGADEESAN SIVASANKARAN |                    |                 |                     |             |
| Purchaser:                  | FOR INFORMATION PURPOSES                        |                    |                 |                     |             |
| WGT Property Id             | Event ID                                        | Windfall Gains Tax | Deferred Intere | st Penalty/Interest | Total       |
|                             |                                                 | \$0.00             | \$0.0           | \$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

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ABN 76 775 195 331 | ISO 9001 Quality Certified



sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

### Notes to Certificate - Windfall Gains Tax

#### Certificate No: 92275156

#### 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

 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<br>Biller Code: 416073<br>Ref: 92275155                                                                                                                                      | CARD<br>Ref: 92275155                                                                              | Important payment information<br>Windfall gains tax payments must be<br>made using only these specific payment<br>references.                       |
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| <b>Telephone &amp; Internet Banking - BPAY®</b><br>Contact your bank or financial institution<br>to make this payment from your cheque,<br>savings, debit or transaction account. | <b>Visa or Mastercard</b><br>Pay via our website or phone 13 21 61.<br>A card payment fee applies. | Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments. |
| www.bpay.com.au                                                                                                                                                                   | sro.vic.gov.au/payment-options                                                                     |                                                                                                                                                     |