

TAN HUNG NGO AND JENNY HUYNH

to

CONTRACT OF SALE OF LAND

Property: 5 MATTHEWS PLACE DANDENONG NORTH VIC 3175

DANG QUACH SOLICITOR
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SPRINGVALE VIC 3171
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Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing-

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

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

SIGNED BY THE PURCHASER:

..... on...../...../2025

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on...../...../2025

Print name(s) of person(s) signing: TAN HUNG NGO AND JENNY HUYNH

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

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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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

Harcourts Dandenong
2/82 Cheltenham Road Dandenong Vic 3175

Email: chris.zhang@harcourts.com.au

Tel: 03 8743 2506

Mob:

Fax:

Ref:

Vendor

TAN HUNG NGO AND JENNY HUYNH

Email:

Vendor's legal practitioner or conveyancer

Dang Quach

9 Windsor Avenue Springvale Vic 3171

Email: dqsolicitor2013@gmail.com

Tel: 03 9574 1915

Mob: 0411 767 488

Fax: 03 9574 2298

Ref:

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	9430	Folio 601	204
			LP127136

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **5 MATTHEWS PLACE DANDENONG NORTH VIC 3175**

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease(general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract(general condition 30)

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

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

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report – NOT APPLICABLE AT AUCTION

☐ General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. DESCRIPTION OF LAND

The description of land in the particulars is believed and will be taken to be correct. No error in the description will annul the Sale, nor will compensation be payable for it.

2. REPRESENTATION AND INSPECTION

The purchaser acknowledges having inspected the land and the improvements erected on it and that, in entering this agreement, the purchaser has not relied on any statement or representation or warranty by or on behalf of the vendor other than as set out in this agreement.

- (a) The purchaser has purchased the property as a result of the purchaser's own inspection or enquiries and in its present condition, subject to any faults and defects whether latent or patent and whether or not they are apparent.
- (b) The purchaser shall not make any requisitions or objections, claim compensation or refuse or delay payment of the price on the basis of any fault or defect.
- (f) The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- (g) As and from the Day of Sale, the Vendor shall not be obligated to take any action with respect to any fault or defect on the Property, save and except as required by General Condition 31.2, any rectification or other actions necessary shall be the Purchaser's sole responsibilities.

3. CONDITION OF THE PROPERTY

The Purchaser acknowledges and agrees that:

- a) The property is sold in an "as is" condition, subject to all faults and defects whether or not they are apparent; and
- b) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- c) From the Day of Sale it shall be responsible for any Contamination existing in, on, under, above, emanated or emanating from or into the Property; and
- d) It shall not make any requisition or refuse or delay payment of the Price, do anything or make any claim for compensation, damages, costs or expensed against the Vendor resulting from or with respect to any Contamination.

4. ENCUMBRANCES

The purchaser buys the property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the property by or with the authority of any Government Body including under the Planning Permit, as a result of any Section 173 Agreement or under any application planning scheme or any other scheme

5. DELAY IN SETTLEMENT

Should the purchaser fail to complete settlement on the settlement date, the vendor hereby notifies the purchaser that, in addition to the penalty interest chargeable pursuant to General Condition 33, the vendor may suffer the following losses and expenses which the purchaser is required to reimburse:

- 5.1 Where the Vendor is a purchaser of another property, which settlement is dependent upon settlement of the property taking place on the settlement date: Penalties, cost and expenses payable by the Vendor.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgement network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME& CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We, of
and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

In the presence of:)

Witness.....)

Director (Sign)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

In the presence of:)

Witness.....)

Director (Sign)

GST Residential Withholding Notice to Purchaser

Property address

The address of the land is: **5 Matthews Place Dandenong North Vic 3175**

This property is either an existing residential premises or commercial premises and therefore, the purchaser is not required to withhold GST.

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	5 MATTHEWS PLACE DANDENONG NORTH VIC 3175
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Vendor's name	TAN HUNG NGO	Date / /
Vendor's signature		

Vendor's name	JENNY HUYNH	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

As attached

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☐ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☐ 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): -

Are in the attached copies of Title documents (if any)

- b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
Are contained in the attached certificates and/or statement (if any).

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

The land is in a designated bushfire prone area under 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:

Are in the attached copies of Title documents (if any)

4.2. Agricultural Chemicals

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

None to the Vendor (s) knowledge

4.3. Compulsory Acquisition

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

None to the Vendor (s) knowledge

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

6.1 ☐ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006

6.2 ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act* 2006 and the copy documents specified in section 151(4)(b) and (iii) of that Act.

OR

6.3 ☐ The owner corporation is an inactive owners corporation.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

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*.

Not Applicable.

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 1000m²; (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.)

false Vacant Residential Land or Land with a Residence

true Attach Due Diligence Checklist (this will be attached if ticked)

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)

--



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

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

Page 1 of 1

VOLUME 09430 FOLIO 601

Security no : 124125455504A
Produced 18/06/2025 04:53 PM

LAND DESCRIPTION

Lot 204 on Plan of Subdivision 127136.
PARENT TITLE Volume 09356 Folio 932
Created by instrument LP127136 09/09/1981

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 19 of a total of 20 equal undivided shares
Sole Proprietor
TAN HUNG NGO of 31 CHAPEL ROAD KEYSBOROUGH VIC 3173
As to 1 of a total of 20 equal undivided shares
Sole Proprietor
JENNY HUYNH of 31 CHAPEL ROAD KEYSBOROUGH VIC 3173
AM492627D 20/01/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR162669K 22/06/2018
PERPETUAL TRUSTEE COMPANY LTD

COVENANT K331735 14/04/1983

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP127136 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: 5 MATTHEWS PLACE DANDENONG NORTH VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 22/06/2018

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP127136
Number of Pages (excluding this cover sheet)	1
Document Assembled	18/06/2025 16:53

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NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP127136

EDITION 1

PARISH OF DANDENONG

**PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENT 79**

**PARISH OF DANDENONG
COUNTY OF BOURKE**

SCALE OF METRES
LENGTHS ARE IN METRES

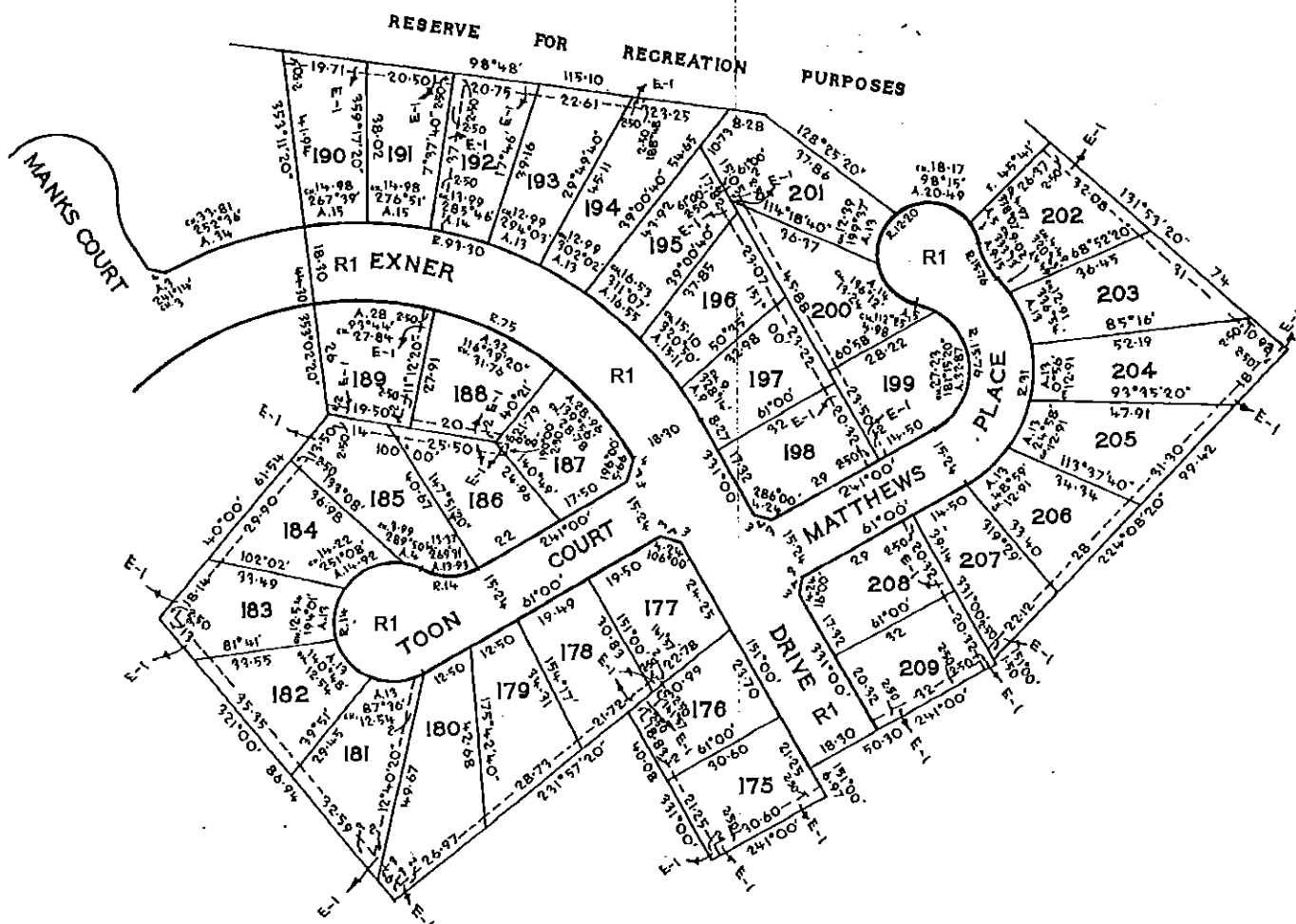
APPROPRIATIONS

BROWN : WAY AND DRAINAGE
BLUE : DRAINAGE AND SEWERAGE

**ENCUMBRANCES &
OTHER NOTATIONS**

**APPROVED 8/5/81
COLOUR CONVERSION
BLUE = E-1
BROWN = R1**

VOL.9356 FOL 932





**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

DUNG DANG QUACH
9 WINDSOR AVENUE
SPRINGVALE 3171

Client Reference: JENNY5

NO PROPOSALS. As at the 11th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

5 MATTHEWS PLACE, DANDENONG NORTH 3175
CITY OF GREATER DANDENONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 11th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77722481 - 77722481142737 'JENNY5'



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	K331735
Number of Pages (excluding this cover sheet)	4
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REC'D
K331735

152
K331735

McKEAN & PARK
with
PITCHER & BUTT

11 20 257456 1114 5

MURRAY G. CHESSELL & CO.

VICTORIA

TRANSFER OF LAND

OVERLAND DEVELOPMENT CORPORATION PTY. LIMITED of Brandon Park Mulgrave being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00) paid to it by TIMBRICK HOMES PROPRIETARY LIMITED of 2C Mason Street Dandenong AND IN FURTHER CONSIDERATION of the sum of FORTY SEVEN THOUSAND DOLLARS (\$47,000.00) paid to the said Timbrick Homes Proprietary Limited by KERIAN CHARLES HONE of 56 Garnet Road, Wheelers Hill Printer DO TH HEREBY at the request and by the direction of the said Timbrick Homes Proprietary Limited testified by its execution hereof TRANSFER to the said Kerian Charles Hone all its estate and interest in ALL THAT piece of land being Lot 204 on Plan of Subdivision No. 127136 and being the whole of the land more particularly described in Certificate of Title Volume 9430 Folio 601 AND I the said Kerian Charles Hone for myself my respective heirs executors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate Covenants COVENANT with the said Overland Development Corporation Pty. Limited and other the registered proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) THAT I shall not at any time erect construct or build or cause to be erected constructed or built or allow to remain erected constructed or built on the said lot sold or any part thereof any building (apart from necessary outhouses and garages) other than a dwelling house constructed of brick veneer or brick or such other material as may be approved by the said Overland Development Corporation Pty. Limited in writing.

AND IT IS HEREBY AGREED as follows:

STAMP DUTY VICTORIA
4TRANS#20328 S.D.V. 4 APR83
RECEIPT# 2455 11A \$VVVV1 722.00

A memorandum of the within instrument has been entered in the Register Book.



CAVEAT



0K331735-1-7

938-
1034-
1273-
4
1/4
F

That the benefit of the foregoing covenants and each of them shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the said lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said land and every part thereof as an encumbrance affecting the same and every part thereof.

DATED the 8th day of April 1983

THE COMMON SEAL of OVERLAND DEVELOPMENT CORPORATION-PTY. LIMITED was hereunto affixed by authority of the Directors and in the presence of -

[Signature] Director
[Signature] Secretary



THE COMMON SEAL of TIMBRICK HOMES PROPRIETARY LIMITED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of -

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



SIGNED by the said KERIAN CHARLES HONE in Victoria in the presence of -

[Signature]

ENCUMBRANCES REFERRED TO:

The easements (if any) affecting the said land and the encumbrances (if any) set out on the face of the Certificate of Title to the said land.

DATED

1983

OVERLAND DEVELOPMENT
CORPORATION PTY. LIMITED

- to -

KERLAN CHARLES HONE

- by direction of -

TIMBRICK HOMES PTY. LTD.

TRANSFER OF LAND

MURRAY G. CHESSELL & CO.,
Solicitors,
325 Collins Street,
Melbourne, 3000
62 6572



DK331735-2-3

NGOC TRAN
E-mail: ngoctran703@gmail.com

Statement for property:
LOT 204 5 MATTHEWS PLACE
DANDENONG NORTH 3175
204 LP 127136

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47H//09264/6	TAN5	11 AUGUST 2025	50018433

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Council/Authorities			
Parks Victoria - Parks Service Charge	01/07/2025 to 30/09/2025	\$22.45	
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	\$31.25	
(b) By South East Water			
Water Service Charge	01/07/2025 to 30/09/2025	\$21.97	
Sewerage Service Charge	01/07/2025 to 30/09/2025	\$100.41	
Subtotal Service Charges		\$176.08	
Payments		\$0.03	
TOTAL UNPAID BALANCE		\$176.05	

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#!/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au. Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

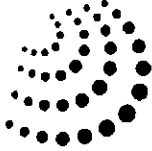
If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

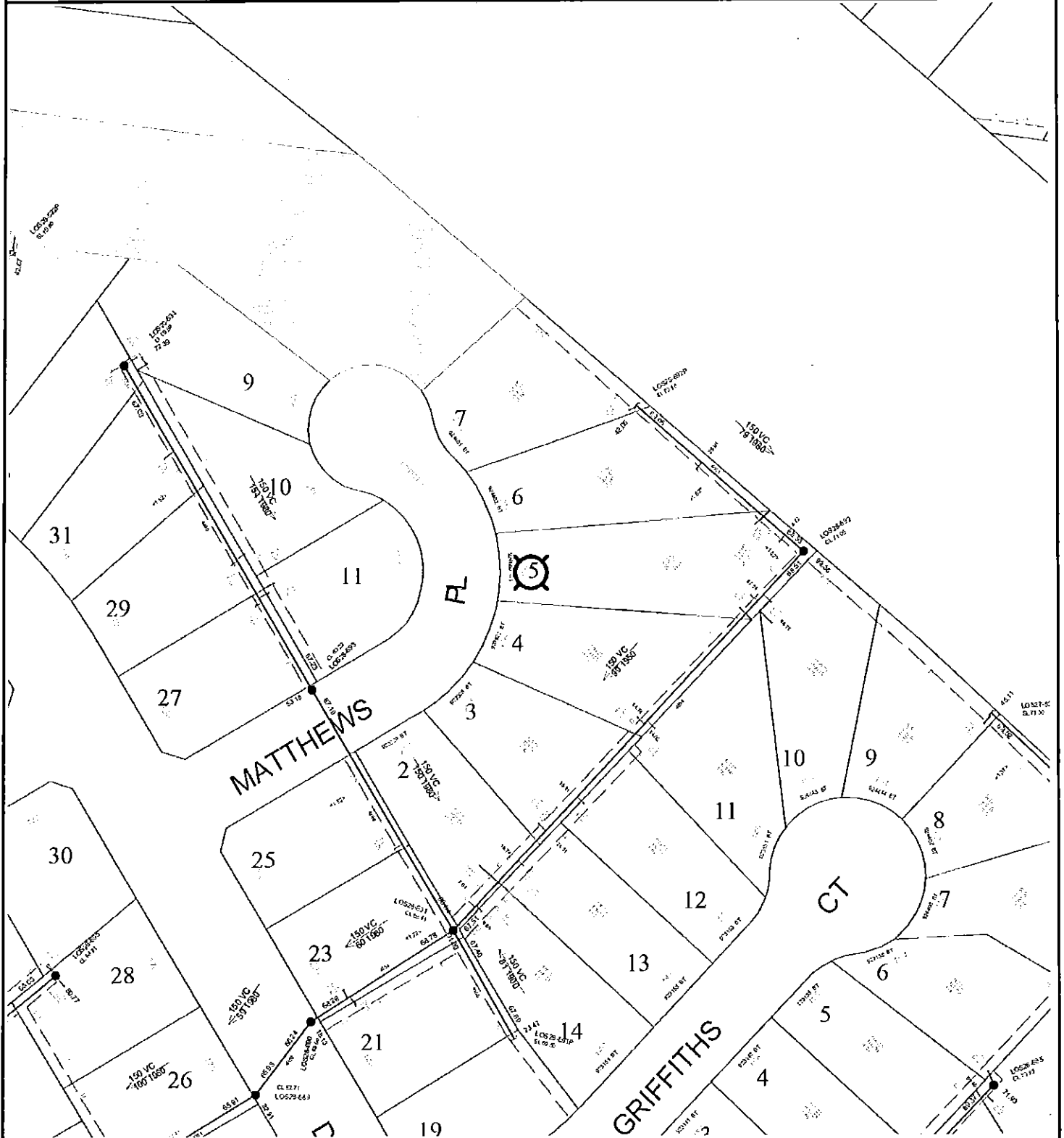
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 50018433

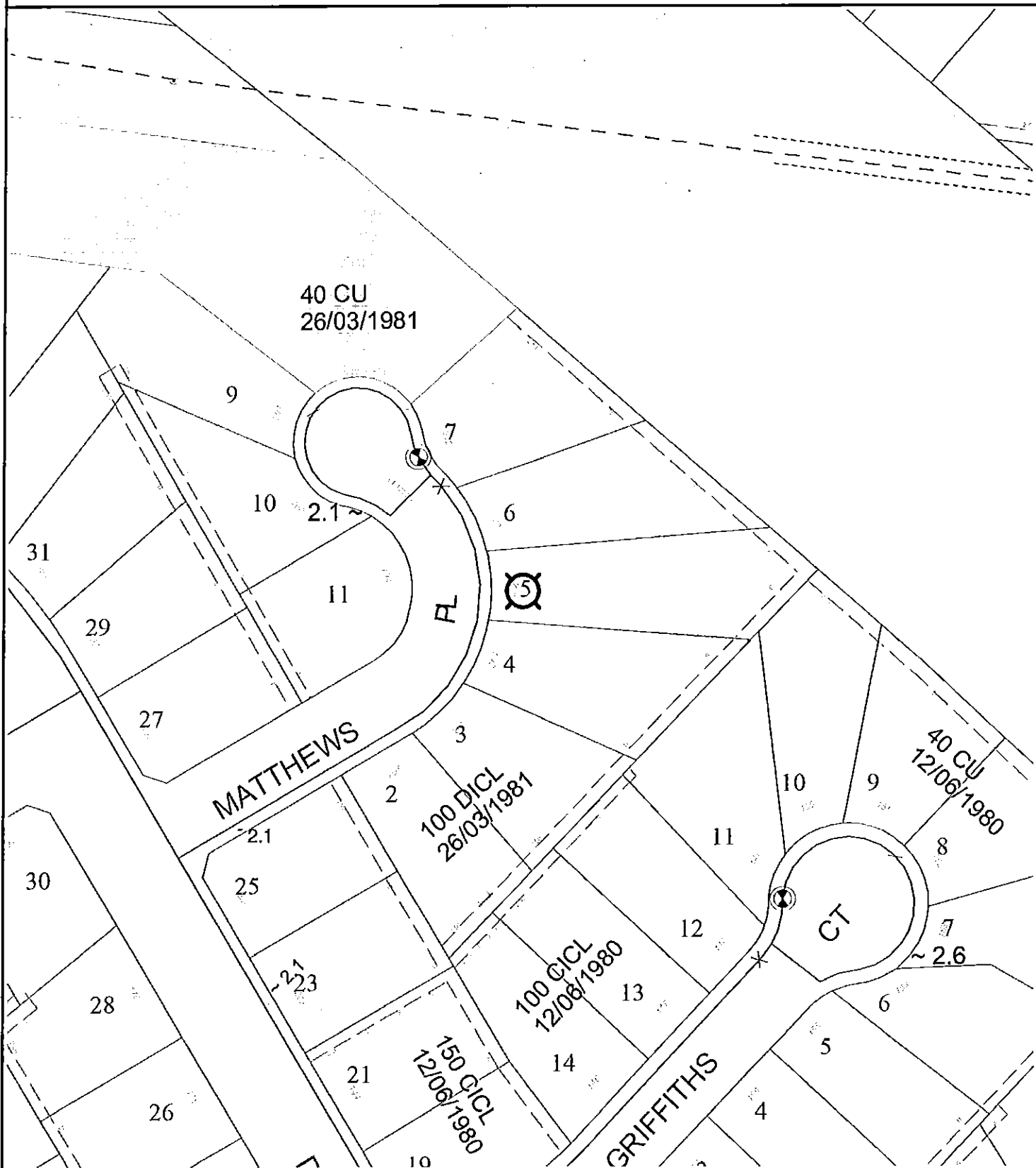


Date: 11AUGUST2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

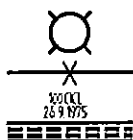
Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary
 - - - - - Proposed Title/Road
 ... Easement



Subject Property
 Water Main Valve
 Water Main & Services

Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

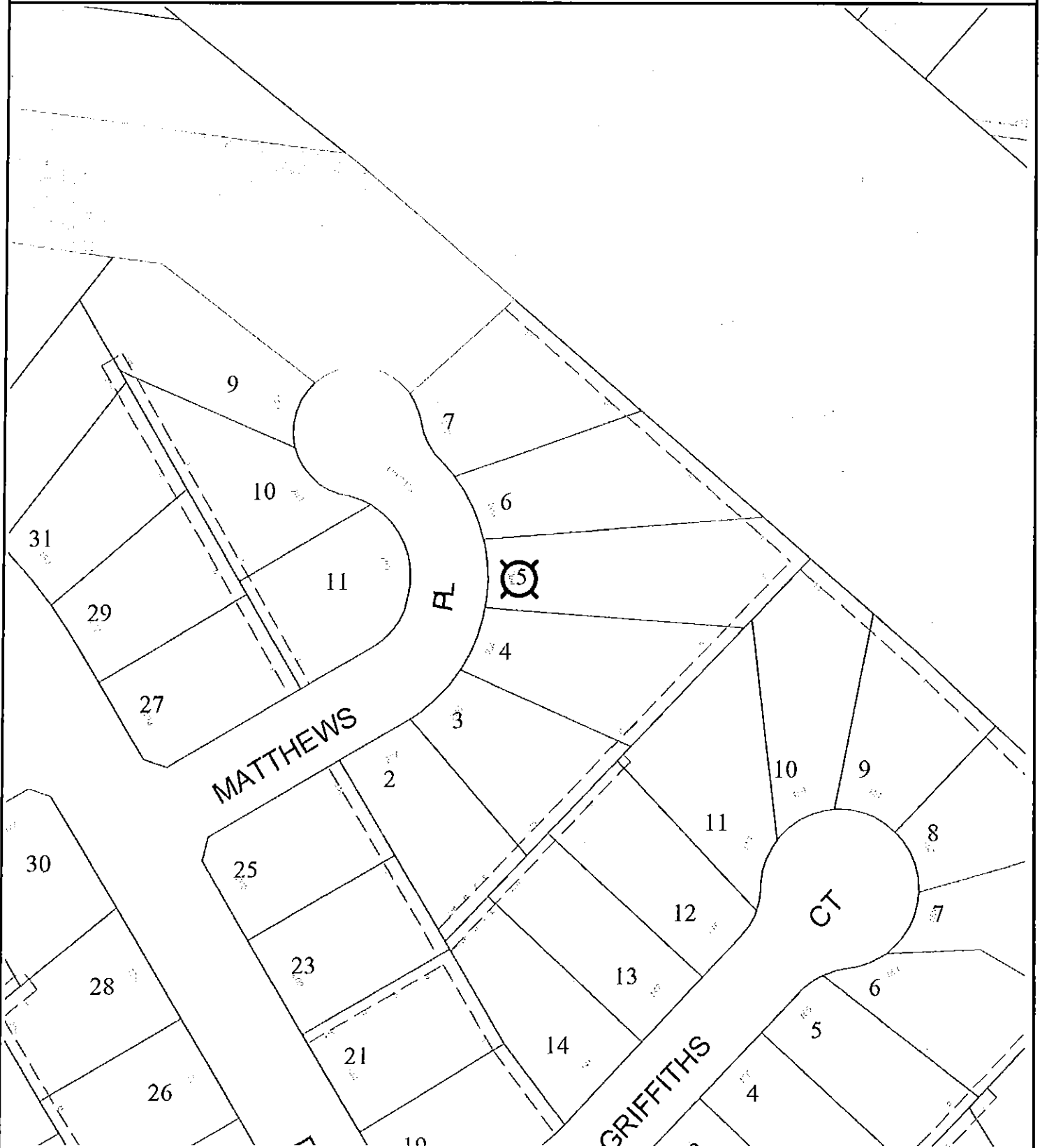
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 204 5 MATTHEWS PLACE DANDENONG NORTH 3175

Case Number: 50018433



Date: 11AUGUST2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

ABN 41 205 538 060



031-3173 (1112)

Tan H Ngo & Jenny Huynh
31 Chapel Road
KEYSBOROUGH VIC 3173

Rates Instalment Notice

1 July 2024 to 30 June 2025

Date Issued: 3rd February 2025

Property Number: 279900

Instalments

3 Instalment 3 \$443.33
Due by 28 February 2025

4 Instalment 4 \$443.31
Due by 31 May 2025

See over the page for payment options

Property Number: 279900

Property Description

5 Matthews Place
DANDENONG NORTH VIC 3175
Lot 204 LP 127136

Instalment Details

Instalment No. 3

\$443.33

TOTAL DUE

\$443.33

*paid 27/2/25
AUS POST.*



Scan to Pay

Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

You can also pay online at pay.greaterdandenong.vic.gov.au

Payble

Late payments will be charged

interest at the rate of 10.0% p.a.

See reverse for detailed information about late penalties.



*321 27990000000005

Have your next rate notice delivered to your email.

Sign up for EzyBill at
<https://greaterdandenong.ezybill.com.au>
or scan the QR code.



ezyBILL



*321 27990000000005

Property Address: 5 Matthews Place, DANDENONG NORTH VIC 3175

Ratepayer Name: Tan H Ngo & Jenny Huynh

Property Number: 279900

Total Due: \$443.33

For more information visit greaterdandenong.vic.gov.au



8571 1000



council@cgd.vic.gov.au



691059-001 002289(7983) 0031
TAN H NGO & JENNY HUYNH
31 CHAPEL RD
KEYSBOROUGH VIC 3173

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)

Account number: 27659073
Date due: 02 June 2025

Last bill	Payments received	Balance	Current charges	Total due
\$172.90	— \$172.90cr =	\$0.00	+ \$172.90	\$172.90

Your account breakdown

Issue date	14 May 2025
Property	5 Matthews Place DANDENONG NORTH VIC 3175
Property reference	47H//09264/6
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

Your snapshot

Average daily cost **\$1.32**

Paid 30/5/25

Payment options

DD Direct debit
Set up payments at southeastwater.com.au/paymybill

BPAY® (Up to \$20,000)
Bill code: 24208 Ref: 1002 7659 0700 002

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 27659073
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 1002 7659 0700 002
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to servicesaustralia.gov.au/centrepay
for more information.
Reference number: 555 050 397J

Property ref: 47H//09264/6
5 MATTHEWS PLACE
DANDENONG NORTH VIC 3175



*361 100276590700002

PN47H

Total due: **\$172.90**
Account number: **27659073**
Date paid: **[REDACTED]**
Receipt number: **[REDACTED]**

Property Clearance Certificate

Land Tax



DANG QUACH SOLICITOR

Your Reference:

Certificate No:

Issue Date:

Enquiries:

JENNY5

92703280

12 AUG 2025

MXP4

Land Address: 5 MATTHEWS PLACE DANDENONG NORTH VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16959235			9430	601	\$1,225.74

Vendor:

Purchaser:

JENNY HUYNH & TAN NGO

FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TAN HUNG NGO	2025	\$565,000	\$2,145.00	\$0.00	\$1,225.74

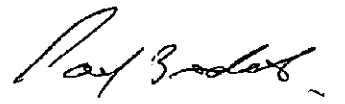
Comments: Land Tax of \$2,145.00 has been assessed for 2025, an amount of \$919.26 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$720,000
SITE VALUE (SV):	\$565,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,225.74



Notes to Certificate - Land Tax

Certificate No: 92703280

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 = \$2,145.00

Taxable Value = \$565,000

Calculated as \$1,350 plus (\$565,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,200.00

Taxable Value = \$720,000

Calculated as \$720,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92703280

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92703280

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



DANG QUACH SOLICITOR

Your Reference: JENNY5
Certificate No: 92703280
Issue Date: 12 AUG 2025
Enquires: MXP4

Land Address: 5 MATTHEWS PLACE DANDENONG NORTH VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16959235			9430	601	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$720,000
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SITE VALUE:	\$565,000
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CURRENT CIPT CHARGE:	\$0.00
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Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92703280

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
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



DANG QUACH SOLICITOR

Your Reference: JENNY5
Certificate No: 92703280
Issue Date: 12 AUG 2025

Land Address: 5 MATTHEWS PLACE DANDENONG NORTH VIC 3175

Lot	Plan	Volume	Folio
		9430	601

Vendor: JENNY HUYNH & TAN NGO
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE: \$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 92703280

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Biller Code: 416073 Ref: 92703289 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 92703289 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this properly clearance certificate will result in misallocated payments.
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2025 Land Tax Assessment Notice

For land held in joint ownership

STATE
REVENUE
OFFICE
VICTORIA
ABN 76 775 195 331



7059532024013003129

MR TAN HUNG NGO
31 CHAPEL ROAD
KEYSBOROUGH VIC 3173

031

*paid 20/10/25
\$153-21
\$100-22/5/25*

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR AI THUY HOU HUYNH
MR TAN HUNG NGO

Manage your land tax online

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

sro.vic.gov.au/mylandtax

Paul Broderick

Paul Broderick
Commissioner of State Revenue

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US

050569178

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR

85328980

ISSUE DATE

28 FEB 2025

TOTAL PAYABLE

\$2,145.00

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY 23 MAY 2025

See payment methods listed at the
bottom of your assessment.

2 INSTALMENTS

SET UP BY 23 MAY 2025

Instalments can only be set up in our
online system **AutoPay** — allowing you
to schedule interest-free direct debit
payments for up to 38-weeks from the
issue date via a debit card, credit card
or bank account.

Choose from the following options:

4 EQUAL
INSTALMENTS



MONTHLY
INSTALMENTS



FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

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

BPAY®



Billers Code: 5249
REF: 85328980

Telephone and internet banking
Contact your bank or financial
institution to make this payment
from your cheque, savings, debit
or transaction account.
bpay.com.au

CARD



Customer No: 050569178
REF: 85328980

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

AUSTRALIA POST



Post
Billpay

\$2,145.00

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



*382 400 0085328980 3



RESIDENTIAL TENANCY AGREEMENT

SCHEDULE

Item1: DATE OF AGREEMENT: 27th of January 2016

Item2: LANDLORD: Name: Tan Hung Ngo & Jenny Huynh

(A.C.N if landlord
is a company) Address: 265A SPRINGVALE ROAD, GLEN WAVERLEY VIC 3150

Item3: AGENT: Registered Business name: JNT LAW INVESTMENTS PTY LTD Trading as LJ HOOKER GLEN WAVERLEY

ABN 74 161 495 905

(A.C.N if landlord
is a company) Address: 265A SPRINGVALE ROAD, GLEN WAVERLEY VIC 3150

Item4: TENANT(1): Name: Iftikhar Ali

Address: 70 Northumberland Cres., Shepparton, VIC 3630

TENANT(2): Name: Ishrat Bibi

Address: 70 Northumberland Cres., Shepparton, VIC 3630

TENANT(3): Name:

Address:

Item5: PREMISES 5 Mathews Place, Dandenong North, VIC 3175

Item6: RENTAL \$1,608 Per calendar month

Payable on the 5th day of every month

Item7: RENTAL PAYMENT TO LANDLORD/AGENT AT: 265a Springvale rd, Glen Waverley 3150

Item8: BOND \$1,608.00 paid to Landlord/Agent on 27th January 2016

Item9: URGENT REPAIR

AUTHORISED BY AGENT: NIL

Urgent repairs: REFER TO MAINTENANCE SHEET

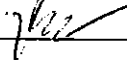
*FIX TERM AGREEMENT:

Item10: TERM: 12 months

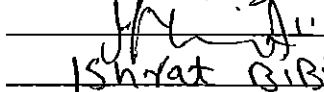
Item11: COMMENCEMENT DATE: 8 of February 2016

Item12: TERMINATION DATE: 7 of February 2017

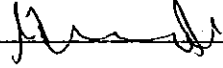
SIGNED for and on behalf of Landlord:



(Witness)

SIGNED by Tenant (s)


Ishrat Bibi
(Witness)

Tenant hereby acknowledges having received a copy of a Statement of Rights and Duties, a copy of the Condition Report and a copy this Tenancy Agreement in accordance with provision of the Residential Tenancies Act 1997.

READ AND SIGNED by TENANT(s)  Date: 27.01.16

Ishrat Bibi

27.01.16

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997

1. This agreement is made on the date specified in item 1 in the schedule hereto between the LANDLORD whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the schedule and the TENANT whose name and address is specified in item 4 in the schedule.

PREMISES AND RENT

The LANDLORD lets to the TENANT the premises specified in item 5 in the schedule together with those items indicated in the schedule, for which the rental shall be the amount specified in item 6 in the schedule and payable by the TENANT to the party specified in item 6 in the schedule.

BOND

The TENANT shall pay a Bond of the amount specified in item 8 of the schedule to the LANDLORD/Agent on or before the signing of this agreement.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/Agent must lodge the Bond with the Residential Tenancies Bond Authority within 10 business days of receiving the bond.

FIXED TERM TENANCY The term of this Agreement shall be as specified in item 11 in the schedule commencing on the date specified in item 11 in the schedule and ending on the date specified in item 12 in the schedule and unless either party terminate this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 (Vic).

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 14 in the schedule and continue until terminate in accordance with Residential Tenancies Act 1997

2. CONDITION OF THE PREMISES

LANDLORD must ensure that the premises are maintained in good repair.

3. DAMAGE TO THE PREMISES

- a) The TENANT must make sure that care is taken to avoid damaging the rented premises.
- b) The TENANT must take reasonable care to avoid damaging the premises and any common area.
- c) The TENANT must who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

4. CLEANINESS OF THE PREMISES

- a) The LANDLORD must make sure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.
- b) The TENANT must keep the premises in a reasonably clean condition during the period of the agreement.

5. USE OF PREMISES

- a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause any interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

6. QUIET ENJOYMENT

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. ASSIGNMENT OR SUB-LETTING

- a. The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

READ AND SIGNED by TENANT(s)

[Signature]

Date: 27.01.16

Ishtat Bibi

27.01.16

b. The **LANDLORD** must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **LANDLORD** in relation to the preparation of a written assignment of the Agreement.

8. RESIDENTIAL TENANCIES ACT 1997(Vic)

Each party must comply with the Residential Tenancies Act 1997 (Vic).

(Note: Reference should be made to the Residential Tenancies Act 1997 (Vic) for further rights and duties.)

ADDITIONAL TERMS

Addition terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may set out in this section.

9. The **TENANT** shall pay all charges in respect of the connection and consumption of internet, telephone, cable television, electricity, gas & water where the rented premises is separately metered for those service.
10. The **TENANT** further acknowledges that the **LANDLORD's** insurance does not provide cover for the **TENANT's** possessions. (note: it is strongly recommended the **TENANT** takes out contents insurance to adequately cover their possessions)
11. The **TENANT** agrees to repair/replace or pay to the **LANDLORD** for the any damaged, cracked, chipped or broken glass, toilets bowls or wash basins in the premises, no matter how minor, if the damage has been caused by the **TENANT** or by a person the **TENANT** has allowed or permitted to be on the premises during the term of the tenancy
12. The **TENANT** shall indemnify the **LANDLORD** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises or common areas by the **TENANT** or anyone on the premises with the consent of the **TENANT** without limiting the generality of the foregoing, the **TENANT** shall indemnify the **LANDLORD** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **TENANT**.
13. The **TENANT** shall notify the **LANDLORD** or agent as soon as practicable upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to Occupiers Liability Act 1983.
14. The **TENANT** will indemnify the **LANDLORD** against liability for injury or loss sustained by any person or a person's property because of negligence of the **TENANT** or the negligence of a person the **TENANT** has allowed or permitted to be in the premises.
15. The **TENANT** must as soon as practicable notify the **LANDLORD** or the agent of any blockages or defects in drains, water services or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water or drainage systems. The **TENANT** must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the **TENANT** or a person the **TENANT** has allowed or permitted to be on the premises.
16. The **TENANT** must obtain the **LANDLORD's** or the **Agent's** written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The **LANDLORD's** or the **Agent's** consent is also required before any nail, screw or other fastener or adhesive is affixed to the inside or outside of the premises.
17. The **TENANT** must return all the keys and remote control of the premises to the **LANDLORD** or **Agent** when the **TENANT** vacates the premises.
18. The **TENANT** shall not do or allow to be done anything that will cause any shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
19. The **TENANT** must not keep any animal, bird or pet on the premises at any time without first obtaining written permission of the **LANDLORD** or the **Agent**.

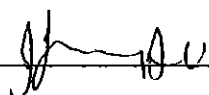
READ AND SIGNED by TENANT(s) Ishrat Bibi Date: 27.01.16

Ishrat Bibi

27.01.16

20. The **TENANT** agrees not to place rubbish on common property and shall deposit all rubbish including cartons and newspapers either by using the garbage chute or place in a proper rubbish receptacle with a close fitting lid. The **TENANT** must have rubbish and waste regularly removed.
21. The **TENANT** must not hang any clothes inside the premises other than where provision for the hanging of clothes (if any) has been provided. The **TENANT** must not hang washing or air articles on common property, unless facilities for doing so are provided for the **TENANT**'s use.
22. The **TENANT** must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises. The **TENANT** must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.
23. The **TENANT** shall not cook anywhere in the property other than where kitchen facilities have been provided.
24. The **TENANT** must give **LANDLORD** or **Agent** duplicate keys if **TENANT(s)** changed the locks of the premises. AND must advise **LANDLORD** or **Agent** of the changed of code of an alarm at the premises as soon as practicable.
25. The **TENANT** shall allow the **LANDLORD** or the **Agent** to put on the premises a notice or notices 'to let' during the last month of the tenancy agreement. The **TENANT** shall also allow the **LANDLORD** or the **Agent** to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this agreement and permit access to the premises by the **LANDLORD** or his **Agent** to present the property to prospective purchasers or **TENANTS** upon 24 hours notice or by agreement with the **TENANT** and the **LANDLORD** or the **LANDLORD**'s **Agent**. In accordance with Sections 85 and 86 of the Residential Tenancies Act 1997.
26. The **TENANT** acknowledges that no promises, representations, warranties or undertakings have been given by the **LANDLORD** or **Agent** in relation to the suitability of the premises for the **TENANT**'s purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than provided herein.
27. No consent or waiver of any breach by the **TENANT** of the **TENANT**'s obligations under the Residential Tenancies Act 1997 (Vic) shall prevent the **LANDLORD** from subsequently enforcing any of the provisions of the agreement.
28. The rules of an Owners Corporation affecting the common areas of the building are attached to this tenancy agreement. The **TENANT** will comply with the rules of the Owners Corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the **TENANT**.
29. This agreement may be amended only by an agreement in writing signed by the **LANDLORD** and the **TENANT**.
30. The **TENANT** shall at the **TENANT**'s expense replace all lighting tubes, globes and batteries to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
31. **TENANT** agrees to fully and regularly maintain the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
32. If the **TENANT** wishes to vacate the premises at the end of the tenancy, written notice of the **TENANT**'s intention to vacate must be given to the **LANDLORD** or **Agent** 28 days before the tenancy comes to an end. If the **TENANT** remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the **TENANT** must give written notice of the intention to vacate to premises specifying a termination date that is not less than 28 days.
33. If the **LANDLORD** requires possession of the premises when the lease ends, the **LANDLORD** will give **TENANT** a notice in the manner required by the Residential Tenancies Act 1997.
34. The **TENANT** acknowledges that under S428 of the Residential Tenancies Act (Vic) 1997, provides that the **TENANT** must not refuse to pay rent on the ground that the **TENANT** intends to regard the bond as rent paid. The **TENANT** acknowledges that failure to abide by this section of the Act renders the **TENANT** liable to a penalty is \$1,000.
35. The **TENANT** agrees to not carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The **TENANT** also agrees to be fully

READ AND SIGNED by TENANT(s)



Date: 27-01-16

Ishrat Bibi

27.01.16

responsible of the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

36. The **TENANT** must:

- (a) Conduct regular checks to ensure smoke detectors are in proper working order, if the detector has a test button the **TENANT** must press the test button until they hear an alarm to check the detector is working
- (b) As soon as practicable notify the **LANDLORD** or the **Agent** if a smoke detector is not in proper working order.
- (c) Replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the tenancy.

37. The **TENANT** acknowledges that the rented premises are the principal place of residence for the **TENANT/S** named on the tenancy agreement. Should the **TENANT(S)** wish to have other people live at the rented premises they must obtain the written consent of the **LANDLORD**.

38. The **TENANT** is responsible for redirection of his/her mail at the end of the tenancy.

39. The **TENANT(s)** agrees that where there is two or more **TENANT(s)** the rental amount must be transferred to the agent as one rental payment.

40. The **TENANT** hereby agrees not to place plants in pots on any carpeted areas within the premises. All plants in pots are to be placed in water proof containers and raised three (3) centimeters above the floor.

41. The carpet in your apartment was either new or steam cleaned at the commencement of the tenancy. The **TENANT** acknowledges the responsibility for carpets to be steam cleaned to the satisfaction of the **LANDLORD** or **Agent** upon vacating of the premises.

42. Should the **TENANT** find it essential to vacate the premises during the term of the tenancy the **TENANT** will be required to;

(a) Immediately inform the managing agent in writing of their desire to do so and request the agent to find an acceptable person who will execute a new agreement.

(b) The **TENANT** must pay the agents letting fee equal to **2 (two) weeks rental +GST**

(c) The **TENANT** agrees to pay the fair and reasonable advertising and marketing expenses incurred in relation to the re-letting of the premise; **\$165 including GST**.

(d) Pay rent on the premises until such time as a new **TENANT** enters into an agreement or the expiry of the tenancy, whichever first occurs

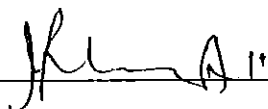
(e) The **TENANT** agrees to present the premises in a clean and undamaged state for viewing by prospective **TENANT(s)**.

43. The **LANDLORD** may increase the rent by giving 60 days notice required by **Residential Tenancies Regulations 2008**, if this is not a fix term tenancy agreement. The **LANDLORD** must not increase the rent more than once in every 6 months.

44. If the **TENANT** fails to make a payment under the term of this agreement on the due date and **LANDLORD** or **Agent** incurs fees or charges as a consequence of that failure, the **TENANT** will reimburse the **LANDLORD** or **Agent** the full amount of those charges as soon as notice given to **TENANT**.

45. The **TENANT** acknowledges and understands that there are or that there may be restrictions or prohibitions applying to the premises, in respect to the obtaining of a on street parking permit from the council

READ AND SIGNED by TENANT(s)



Date: 27 01-16

Ishrat Bibi

27. 01. 16

SPECIAL CONDITION

1. The **TENANT(s)** acknowledges that rental shall be paid monthly in advance using direct debit payment system.
2. First routine inspection shall be conducted within the first three (03) months of the lease. Once, the next routine inspection shall be conducted in the next six (06) or twelve (12) months.
3. Once the **TENANT(S)** vacates the premises, the **TENANT's** belonging (or any rubbish) should be removed before or same date of vacating.
4. The **TENANT(S)** shall pay all charges incurred by water, electricity, gas, telephone, etc during the term of the tenancy, and must inform authority of his/her commencement and termination of the lease.

LANDLORD/ AGENT 'S SIGNATURE: _____

WITNESS: _____

TENANTS' SIGNATURE: _____

WITNESS: _____

READ AND SIGNED by TENANT(s) _____

Date: 27.01.16

Ishrat Bibi

27.01.16

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 18 June 2025 04:56 PM

PROPERTY DETAILS

Address: **5 MATTHEWS PLACE DANDENONG NORTH 3175**
Lot and Plan Number: **Lot 204 LP127136**
Standard Parcel Identifier (SPI): **204\LP127136**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **279900**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 81 D10**

www.greaterdandenong.com

[Planning Scheme – Greater Dandenong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **DANDENONG**

OTHER

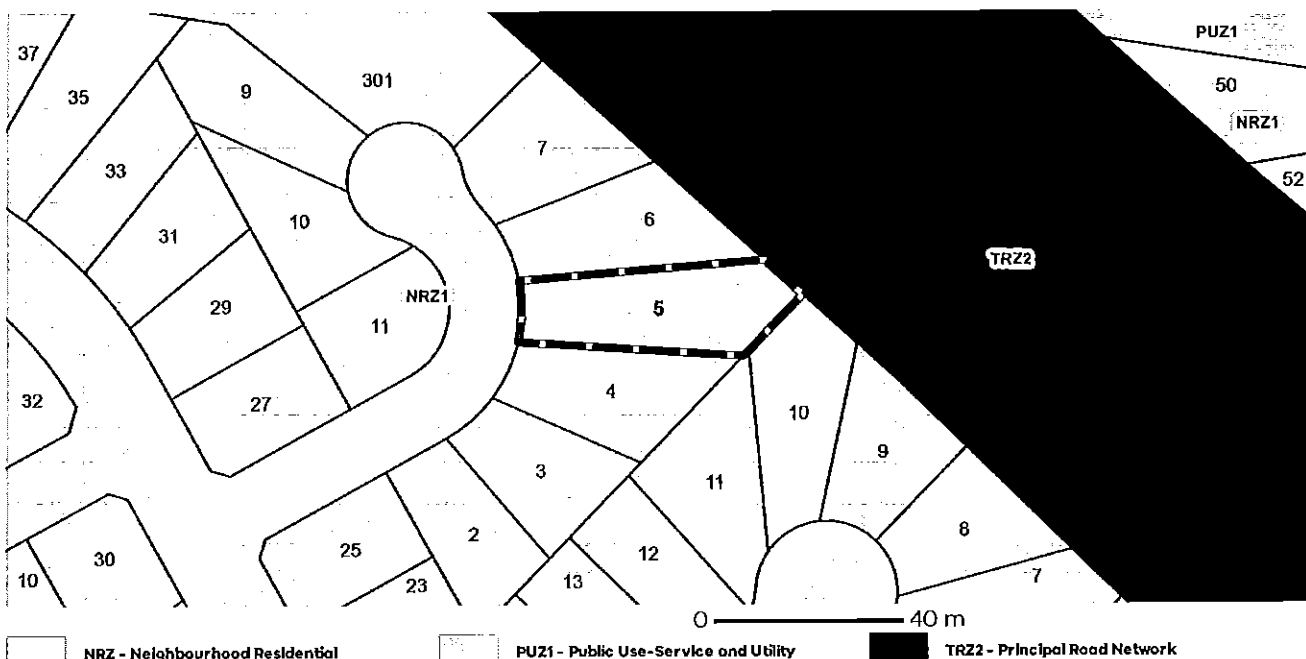
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



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

Planning Overlays

No planning overlay found

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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).

Further Planning Information

Planning scheme data last updated on .

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

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

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

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

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

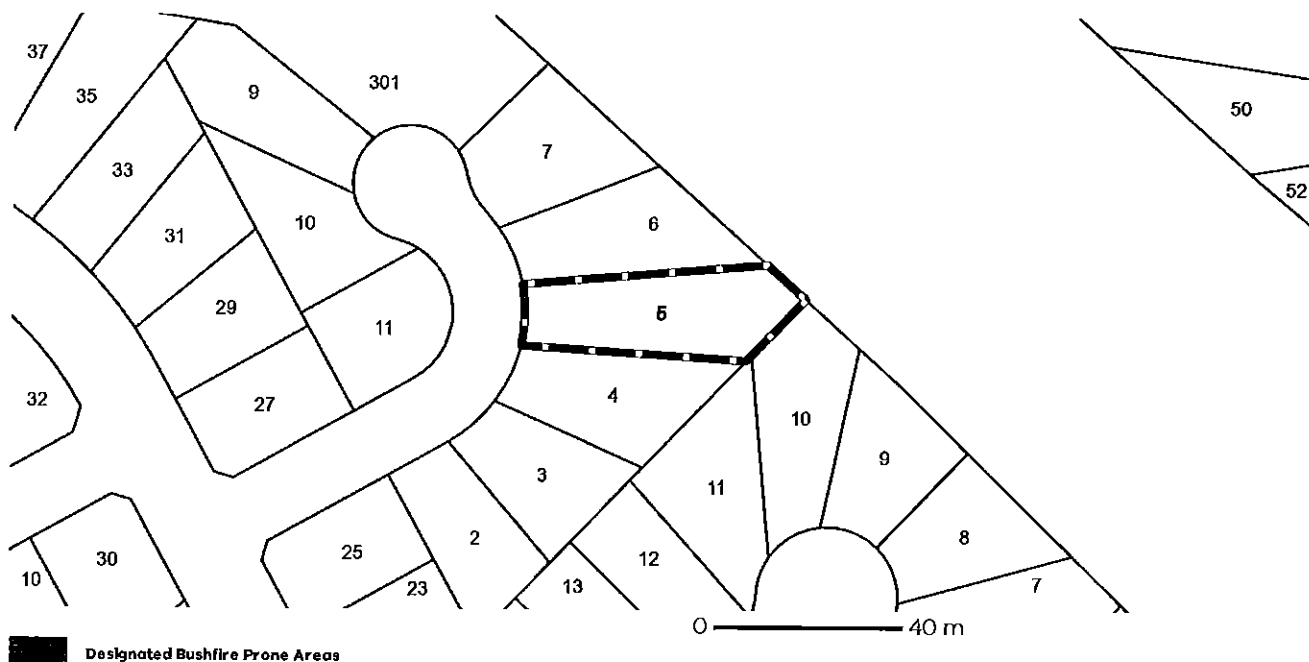
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 18 June 2025 04:56 PM

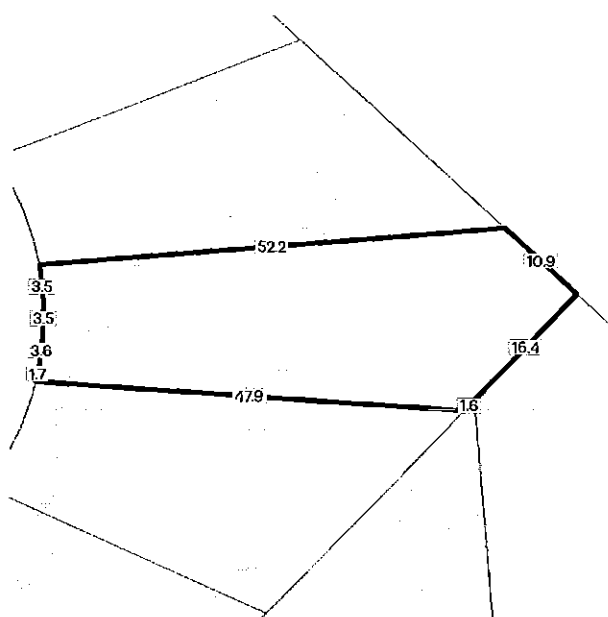
PROPERTY DETAILS

Address: **5 MATTHEWS PLACE DANDENONG NORTH 3175**
Lot and Plan Number: **Lot 204 LP127136**
Standard Parcel Identifier (SPI): **204\LP127136**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **279900**
Directory Reference: **Melway 81 D10**

www.greaterdandenong.com

SITE DIMENSIONS

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



Area: 918 sq. m

Perimeter: 142 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.

1 overlapping dimension label is not being displayed

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **DANDENONG**

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>

Energy,
Environment
and Climate Action

The map shows a residential area with numbered plots. Plot 5 is highlighted with a thick black border and a dashed line. A scale bar indicates 0 to 40 meters. A legend shows a dashed line for 'Selected Property'.

Plots shown: 10, 30, 32, 37, 35, 33, 31, 29, 27, 9, 10, 11, 25, 23, 2, 3, 4, 12, 13, 7, 6, 5, 10, 9, 8, 7, 50, 52.

Scale: 0 to 40 m.

Legend: Selected Property (dashed line).

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PROPERTY REPORT: 5 MATTHEWS PLACE DANDENONG NORTH 31/5

Due Diligence Checklist

What you need to know before buying a residential property



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

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.

consumer.vic.gov.au/duediligencechecklist





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

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	5 MATTHEWS PLACE DANDENONG NORTH VIC 3175
-------------	---

Vendor's name	TAN HUNG NGO	Date / /
Vendor's signature		

Vendor's name	JENNY HUYNH	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

As attached

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☐ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☐ 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): -

Are in the attached copies of Title documents (if any)

b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
Are contained in the attached certificates and/or statement (if any).

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

The land is in a designated bushfire prone area under 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:

Are in the attached copies of Title documents (if any)

4.2. Agricultural Chemicals

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

None to the Vendor (s) knowledge

4.3. Compulsory Acquisition

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

None to the Vendor (s) knowledge

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

6.1 ☐ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006

6.2 ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act* 2006 and the copy documents specified in section 151(4)(b) and (iii) of that Act.

OR

6.3 ☐ The owner corporation is an inactive owners corporation.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

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*.

Not Applicable.

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 1000m²; (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.)

false Vacant Residential Land or Land with a Residence

true Attach Due Diligence Checklist (this will be attached if ticked)

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)

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

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

Page 1 of 1

VOLUME 09430 FOLIO 601

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Produced 18/06/2025 04:53 PM

LAND DESCRIPTION

Lot 204 on Plan of Subdivision 127136.
PARENT TITLE Volume 09356 Folio 932
Created by instrument LP127136 09/09/1981

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 19 of a total of 20 equal undivided shares
Sole Proprietor
TAN HUNG NGO of 31 CHAPEL ROAD KEYSBOROUGH VIC 3173
As to 1 of a total of 20 equal undivided shares
Sole Proprietor
JENNY HUYNH of 31 CHAPEL ROAD KEYSBOROUGH VIC 3173
AM492627D 20/01/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR162669K 22/06/2018
PERPETUAL TRUSTEE COMPANY LTD

COVENANT K331735 14/04/1983

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP127136 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: 5 MATTHEWS PLACE DANDENONG NORTH VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 22/06/2018

DOCUMENT END



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Document Type	Instrument
Document Identification	K331735
Number of Pages (excluding this cover sheet)	4
Document Assembled	18/06/2025 16:53

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REC'D
K331735

452
K331735

McKEAN & PARK
with
PITCHER & BUTT

11 20 257458 APR 14 83

MURRAY C. CHESSELL & CO.

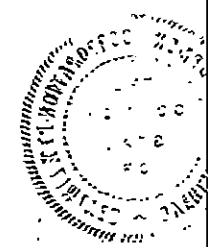
VICTORIA

TRANSFER OF LAND

OVERLAND DEVELOPMENT CORPORATION PTY. LIMITED of Brandon Park Mulgrave being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00) paid to it by TIMBRICK HOMES PROPRIETARY LIMITED of 2C Mason Street Dandenong AND IN FURTHER CONSIDERATION of the sum of FORTY SEVEN THOUSAND DOLLARS (\$47,000.00) paid to the said Timbrick Homes Proprietary Limited by KERIAN CHARLES HONE of 56 Garnet Road, Wheelers Hill Printer DOTH HEREBY at the request and by the direction of the said Timbrick Homes Proprietary Limited testified by its execution hereof TRANSFER to the said Kerian Charles Hone all its estate and interest in ALL THAT piece of land being Lot 204 on Plan of Subdivision No. 127136 and being the whole of the land more particularly described in Certificate of Title Volume 9430 Folio 601 AND I the said Kerian Charles Hone for myself my respective heirs executors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate Covenants COVENANT with the said Overland Development Corporation Pty. Limited and other the registered proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) THAT I shall not at any time erect construct or build or cause to be erected constructed or built or allow to remain erected constructed or built on the said lot sold or any part thereof any building (apart from necessary outhouses and garages) other than a dwelling house constructed of brick veneer or brick or such other material as may be approved by the said Overland Development Corporation Pty. Limited in writing.

AND IT IS HEREBY AGREED as follows:

STAMP DUTY VICTORIA
4TRANS20328 S.D.V. 4 APR83
RECEIPT# 2455 11A \$VVVV1,272.00



A memorandum of the within instrument has been entered in the Register Book.

CAVEAT



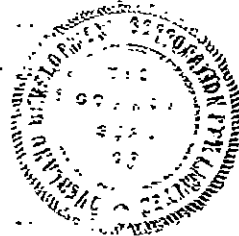
238-
1034-
1273-
4
1/4
1/8

That the benefit of the foregoing covenants and each of them shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the said lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said land and every part thereof as an encumbrance affecting the same and every part thereof.

DATED the 8th day of April 1983

THE COMMON SEAL of OVERLAND DEVELOPMENT CORPORATION-PTY. LIMITED was hereunto affixed by authority of the Directors and in the presence of -

[Signature] Director
[Signature] Secretary



THE COMMON SEAL of TIMBRICK HOMES PROPRIETARY LIMITED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of -

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



SIGNED by the said KERIAN CHARLES HONE in Victoria in the presence of -

[Signature]

[Signature]

ENCUMBRANCES REFERRED TO:

The easements (if any) affecting the said land and the encumbrances (if any) set out on the face of the Certificate of Title to the said land.

DATED

1983

OVERLAND DEVELOPMENT
CORPORATION PTY. LIMITED

- to -

KERIAN CHARLES HONE

- by direction of -

TIMBRICK HOMES PTY. LTD.

TRANSFER OF LAND

MURRAY G. CHESSELL & CO.,
Solicitors,
325 Collins Street,
Melbourne, 3000
62 6572



DK331735-2-3



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Document Type	Plan
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LP127136

EDITION 1

PARISH OF DANDENONG/CHART W9

PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENT 79

PARISH OF DANDENONG
COUNTY OF BOURKE

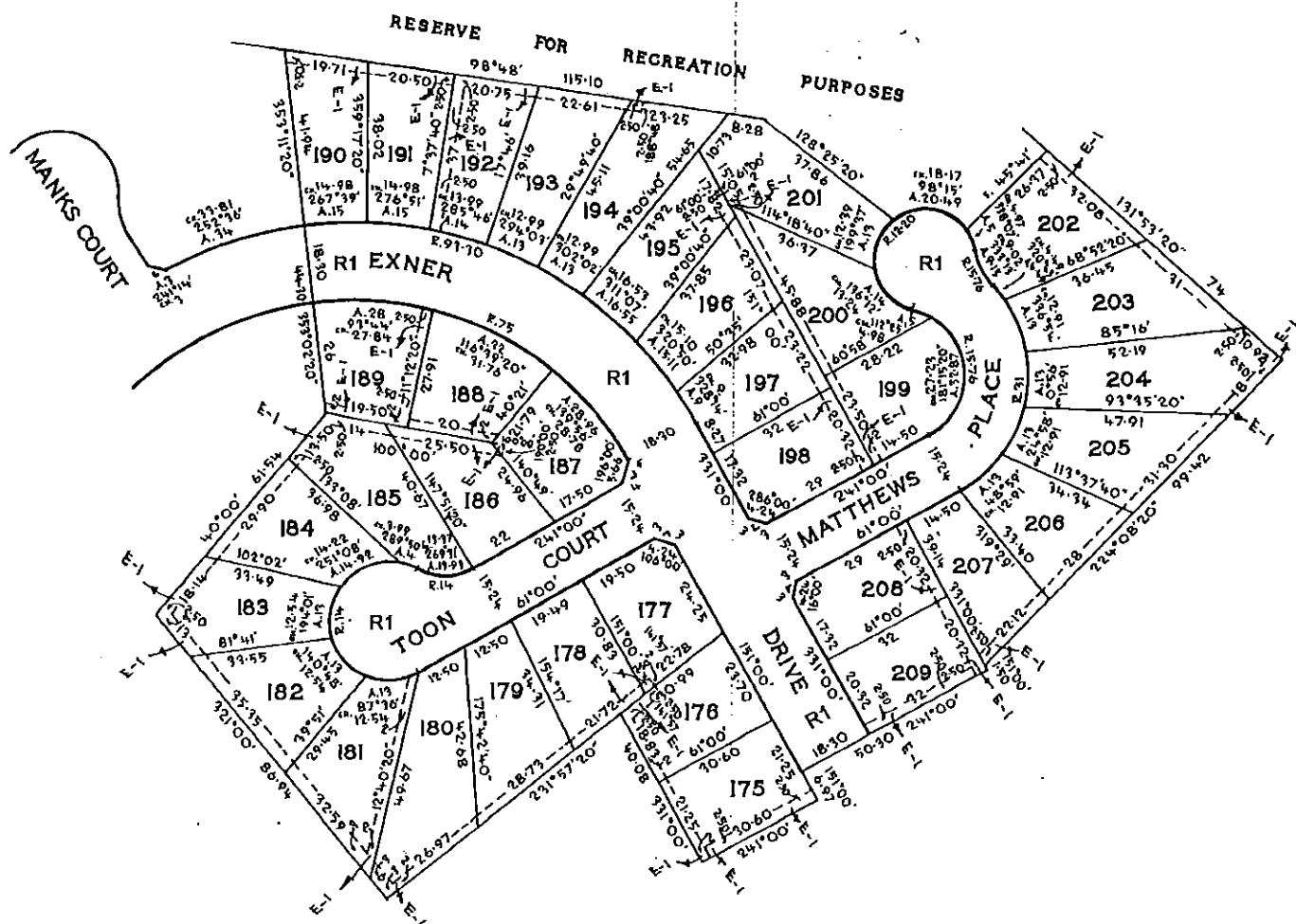
SCALE OF METRES
LENGTHS ARE IN METRES

APPROPRIATIONS
BROWN : WAY AND DRAINAGE
BLUE : DRAINAGE AND SEWERAGE

**ENCUMBRANCES &
OTHER NOTATIONS**

APPROVED 8/5/81
COLOUR CONVERSION
BLUE = E-1
BROWN = R1

VOL.9356 FOL 932



ABN 41 205 538 060



031-3173 (1112)

Tan H Ngo & Jenny Huynh
31 Chapel Road
KEYSBOROUGH VIC 3173

Rates Instalment Notice

1 July 2024 to 30 June 2025

Date Issued: 3rd February 2025

Property Number: 279900

Property Number: 279900

Property Description

5 Matthews Place
DANDENONG NORTH VIC 3175
Lot 204 LP 127136

Instalment Details

Instalment No. 3

\$443.33

TOTAL DUE

\$443.33

*paid 27/2/25
AUS POST.*

Instalments

3 Instalment 3 \$443.33
Due by 28 February 2025

4 Instalment 4 \$443.31
Due by 31 May 2025

See over the page for payment options



Scan to Pay

Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

You can also pay online at pay.greaterdandenong.vic.gov.au

Payable

Late payments will be charged interest at the rate of 10.0% p.a.

See reverse for detailed information about late penalties.



*321 27990000000005

Have your next rate notice delivered to your email.

Sign up for EzyBill at
<https://greaterdandenong.ezybill.com.au>
or scan the QR code.



ezyBILL



*321 27990000000005

Property Address: 5 Matthews Place, DANDENONG NORTH VIC 3175

Ratepayer Name: Tan H Ngo & Jenny Huynh

Property Number: 279900

Total Due: \$443.33

For more information visit greaterdandenong.vic.gov.au



8571 1000



council@cgd.vic.gov.au



691059-001 002289(7983) 0031
TAN H NGO & JENNY HUYNH
31 CHAPEL RD
KEYSBOROUGH VIC 3173

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)

Account number: 27659073

Date due: 02 June 2025

Last bill	Payments received	Balance	Current charges	Total due
\$172.90	— \$172.90cr =	\$0.00	+ \$172.90	\$172.90

Your account breakdown

Issue date	14 May 2025
Property	5 Matthews Place DANDENONG NORTH VIC 3175
Property reference	47H//09264/6
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

Your snapshot

Average daily cost **\$1.32**

Paid 30/5/25

Payment options

DD Direct debit
Set up payments at southeastwater.com.au/paymybill

B PAY* (Up to \$20,000)
Biller code: 24208 Ref: 1002 7659 0700 002

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 27659073
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 1002 7659 0700 002
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to servicesaustralia.gov.au/centrepay
for more information.
Reference number: 555 050 397J

Property ref: 47H//09264/6
5 MATTHEWS PLACE
DANDENONG NORTH VIC 3175



*361 100276590700002

PN47H

Total due: **\$172.90**

Account number: 27659073

Date paid:

Receipt number:

2025 Land Tax Assessment Notice

For land held in joint ownership

STATE
REVENUE
OFFICE
VICTORIA

ABN 76 775 195 331



7059532024013003129

031

MR TAN HUNG NGO
31 CHAPEL ROAD
KEYSBOROUGH VIC 3173

*paid for 153-21
\$1000 22/5/25*

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US

050569178

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR

85328980

ISSUE DATE

28 FEB 2025

TOTAL PAYABLE

\$2,145.00

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY 23 MAY 2025

See payment methods listed at the bottom of your assessment.

2 INSTALMENTS

SET UP BY 23 MAY 2025

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL
INSTALMENTS



MONTHLY
INSTALMENTS



FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

Manage your land tax online

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

sro.vic.gov.au/mylandtax

Paul Broderick

Paul Broderick
Commissioner of State Revenue

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

BPAY®



Billers Code: 5249
REF: 85328980

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD



Customer No: 050569178
REF: 85328980

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

AUSTRALIA POST



Post
Billpay

\$2,145.00

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



*382 400 0085328980 3



RESIDENTIAL TENANCY AGREEMENT

SCHEDULE

Item1: DATE OF AGREEMENT: 27th of January 2016

Item2: LANDLORD: Name: Tan Hung Ngo & Jenny Huynh
(A.C.N if landlord Address: 265A SPRINGVALE ROAD, GLEN WAVERLEY VIC 3150
Is a company)

Item3: AGENT: Registered Business name: JNT LAW INVESTMENTS PTY LTD Trading as LJ HOOKER GLEN WAVERLEY
ABN 74 161 495 905
(A.C.N if landlord Address: 265A SPRINGVALE ROAD, GLEN WAVERLEY VIC 3150
Is a company)

Item4: TENANT(1): Name: Iftikhar Ali
Address: 70 Northumberland Cres., Shepparton, VIC 3630

TENANT(2): Name: Ishrat Bibi
Address: 70 Northumberland Cres., Shepparton, VIC 3630

TENANT(3): Name:
Address:

Item5: PREMISES 5 Mathews Place, Dandenong North, VIC 3175

Item6: RENTAL \$1,608 Per calendar month
Payable on the 5th day of every month

Item7: RENTAL PAYMENT TO LANDLORD/AGENT AT: 265a Springvale rd, Glen Waverley 3150

Item8: BOND \$1,608.00 paid to Landlord/Agent on 27th January 2016

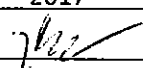
Item9: URGENT REPAIR
AUTHORISED BY AGENT: NIL Urgent repairs: REFER TO MAINTENANCE SHEET

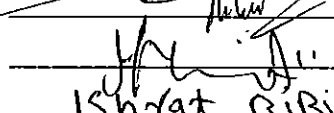
*FIX TERM AGREEMENT:

Item10: TERM: 12 months

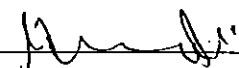
Item11: COMMENCEMENT DATE: 8 of February 2016

Item12: TERMINATION DATE: 7 of February 2017

SIGNED for and on behalf of Landlord:  (Witness) 

SIGNED by Tenant (s)  (Witness) 

Tenant hereby acknowledges having received a copy of a Statement of Rights and Duties, a copy of the Condition Report and a copy this Tenancy Agreement in accordance with provision of the Residential Tenancies Act 1997.

READ AND SIGNED by TENANT(s)  Date: 27.01.16

Ishrat Bibi

27.01.16

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997

1. This agreement is made on the date specified in item 1 in the schedule hereto between the LANDLORD whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the schedule and the TENANT whose name and address is specified in item 4 in the schedule.

PREMISES AND RENT

The LANDLORD lets to the TENANT the premises specified in item 5 in the schedule together with those items indicated in the schedule, for which the rental shall be the amount specified in item 6 in the schedule and payable by the TENANT to the party specified in item 6 in the schedule.

BOND

The TENANT shall pay a Bond of the amount specified in item 8 of the schedule to the LANDLORD/Agent on or before the signing of this agreement.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/Agent must lodge the Bond with the Residential Tenancies Bond Authority within 10 business days of receiving the bond.

FIXED TERM TENANCY The term of this Agreement shall be as specified in item 11 in the schedule commencing on the date specified in item 11 in the schedule and ending on the date specified in item 12 in the schedule and unless either party terminate this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 (Vic).

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 14 in the schedule and continue until terminate in accordance with Residential Tenancies Act 1997

2. CONDITION OF THE PREMISES

LANDLORD must ensure that the premises are maintained in good repair.

3. DAMAGE TO THE PREMISES

- a) The TENANT must make sure that care is taken to avoid damaging the rented premises.
- b) The TENANT must take reasonable care to avoid damaging the premises and any common area.
- c) The TENANT must who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

4. CLEANINESS OF THE PREMISES

- a) The LANDLORD must make sure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.
- b) The TENANT must keep the premises in a reasonably clean condition during the period of the agreement.

5. USE OF PREMISES

- a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause any interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

6. QUIET ENJOYMENT

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. ASSIGNMENT OR SUB-LETTING

- a. The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

READ AND SIGNED by TENANT(s) Ishtat Bibi Date: 27.01.16

Ishtat Bibi

27.01.16

b. The **LANDLORD** must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **LANDLORD** in relation to the preparation of a written assignment of the Agreement.

8. RESIDENTIAL TENANCIES ACT 1997(Vic)

Each party must comply with the Residential Tenancies Act 1997 (Vic).

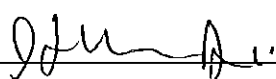
(Note: Reference should be made to the Residential Tenancies Act 1997 (Vic) for further rights and duties.)

ADDITIONAL TERMS

Addition terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may set out in this section.

9. The **TENANT** shall pay all charges in respect of the connection and consumption of internet, telephone, cable television, electricity, gas & water where the rented premises is separately metered for those service.
10. The **TENANT** further acknowledges that the **LANDLORD's** insurance does not provide cover for the **TENANT's** possessions. (note: it is strongly recommended the **TENANT** takes out contents insurance to adequately cover their possessions)
11. The **TENANT** agrees to repair/replace or pay to the **LANDLORD** for the any damaged, cracked, chipped or broken glass, toilets bowls or wash basins in the premises, no matter how minor, if the damage has been caused by the **TENANT** or by a person the **TENANT** has allowed or permitted to be on the premises during the term of the tenancy
12. The **TENANT** shall indemnify the **LANDLORD** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises or common areas by the **TENANT** or anyone on the premises with the consent of the **TENANT** without limiting the generality of the foregoing, the **TENANT** shall indemnify the **LANDLORD** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **TENANT**.
13. The **TENANT** shall notify the **LANDLORD** or agent as soon as practicable upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to Occupiers Liability Act 1983.
14. The **TENANT** will indemnify the **LANDLORD** against liability for injury or loss sustained by any person or a person's property because of negligence of the **TENANT** or the negligence of a person the **TENANT** has allowed or permitted to be in the premises.
15. The **TENANT** must as soon as practicable notify the **LANDLORD** or the agent of any blockages or defects in drains, water services or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water or drainage systems. The **TENANT** must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the **TENANT** or a person the **TENANT** has allowed or permitted to be on the premises.
16. The **TENANT** must obtain the **LANDLORD's** or the **Agent's** written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The **LANDLORD's** or the **Agent's** consent is also required before any nail, screw or other fastener or adhesive is affixed to the inside or outside of the premises.
17. The **TENANT** must return all the keys and remote control of the premises to the **LANDLORD** or **Agent** when the **TENANT** vacates the premises.
18. The **TENANT** shall not do or allow to be done anything that will cause any shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
19. The **TENANT** must not keep any animal, bird or pet on the premises at any time without first obtaining written permission of the **LANDLORD** or the **Agent**.

READ AND SIGNED by TENANT(s)



Date:

27.01.16

Ishrat Bibi

27.01.16

20. The **TENANT** agrees not to place rubbish on common property and shall deposit all rubbish including cartons and newspapers either by using the garbage chute or place in a proper rubbish receptacle with a close fitting lid. The **TENANT** must have rubbish and waste regularly removed.
21. The **TENANT** must not hang any clothes inside the premises other than where provision for the hanging of clothes (if any) has been provided. The **TENANT** must not hang washing or air articles on common property, unless facilities for doing so are provided for the **TENANT's** use.
22. The **TENANT** must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises. The **TENANT** must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.
23. The **TENANT** shall not cook anywhere in the property other than where kitchen facilities have been provided.
24. The **TENANT** must give **LANDLORD** or **Agent** duplicate keys if **TENANT(s)** changed the locks of the premises. AND must advise **LANDLORD** or **Agent** of the changed of code of an alarm at the premises as soon as practicable.
25. The **TENANT** shall allow the **LANDLORD** or the **Agent** to put on the premises a notice or notices 'to let' during the last month of the tenancy agreement. The **TENANT** shall also allow the **LANDLORD** or the **Agent** to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this agreement and permit access to the premises by the **LANDLORD** or his **Agent** to present the property to prospective purchasers or **TENANTS** upon 24 hours notice or by agreement with the **TENANT** and the **LANDLORD** or the **LANDLORD's Agent**. In accordance with Sections 85 and 86 of the Residential Tenancies Act 1997.
26. The **TENANT** acknowledges that no promises, representations, warranties or undertakings have been given by the **LANDLORD** or **Agent** in relation to the suitability of the premises for the **TENANT's** purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than provided herein.
27. No consent or waiver of any breach by the **TENANT** of the **TENANT's** obligations under the Residential Tenancies Act 1997 (Vic) shall prevent the **LANDLORD** from subsequently enforcing any of the provisions of the agreement.
28. The rules of an Owners Corporation affecting the common areas of the building are attached to this tenancy agreement. The **TENANT** will comply with the rules of the Owners Corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the **TENANT**.
29. This agreement may be amended only by an agreement in writing signed by the **LANDLORD** and the **TENANT**.
30. The **TENANT** shall at the **TENANT's** expense replace all lighting tubes, globes and batteries to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
31. **TENANT** agrees to fully and regularly maintain the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
32. If the **TENANT** wishes to vacate the premises at the end of the tenancy, written notice of the **TENANT's** intention to vacate must be given to the **LANDLORD** or **Agent** 28 days before the tenancy comes to an end. If the **TENANT** remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the **TENANT** must give written notice of the intention to vacate to premises specifying a termination date that is **not less than 28 days**.
33. If the **LANDLORD** requires possession of the premises when the lease ends, the **LANDLORD** will give **TENANT** a notice in the manner required by the Residential Tenancies Act 1997.
34. The **TENANT** acknowledges that under S428 of the Residential Tenancies Act (Vic) 1997, provides that the **TENANT** must not refuse to pay rent on the ground that the **TENANT** intends to regard the bond as rent paid. The **TENANT** acknowledges that failure to abide by this section of the Act renders the **TENANT** liable to a penalty is \$1,000.
35. The **TENANT** agrees to not carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The **TENANT** also agrees to be fully

READ AND SIGNED by TENANT(s)



Date: 27.01.16

Ishrat Bibi

27.01.16

responsible of the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

36. The **TENANT** must:

- (a) Conduct regular checks to ensure smoke detectors are in proper working order, if the detector has a test button the **TENANT** must press the test button until they hear an alarm to check the detector is working
- (b) As soon as practicable notify the **LANDLORD** or the **Agent** if a smoke detector is not in proper working order.
- (c) Replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the tenancy.

37. The **TENANT** acknowledges that the rented premises are the principal place of residence for the **TENANT/S** named on the tenancy agreement. Should the **TENANT(S)** wish to have other people live at the rented premises they must obtain the written consent of the **LANDLORD**.

38. The **TENANT** is responsible for redirection of his/her mail at the end of the tenancy.

39. The **TENANT(s)** agrees that where there is two or more **TENANT(s)** the rental amount must be transferred to the agent as one rental payment.

40. The **TENANT** hereby agrees not to place plants in pots on any carpeted areas within the premises. All plants in pots are to be placed in water proof containers and raised three (3) centimeters above the floor.

41. The carpet in your apartment was either new or steam cleaned at the commencement of the tenancy. The **TENANT** acknowledges the responsibility for carpets to be steam cleaned to the satisfaction of the **LANDLORD** or **Agent** upon vacating of the premises.

42. Should the **TENANT** find it essential to vacate the premises during the term of the tenancy the **TENANT** will be required to;

(a) Immediately inform the managing agent in writing of their desire to do so and request the agent to find an acceptable person who will execute a new agreement.

(b) The **TENANT** must pay the agents letting fee equal to 2 (two) weeks rental +GST

(c) The **TENANT** agrees to pay the fair and reasonable advertising and marketing expenses incurred in relation to the re-letting of the premise; \$165 including GST.

(d) Pay rent on the premises until such time as a new **TENANT** enters into an agreement or the expiry of the tenancy, whichever first occurs

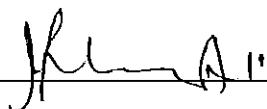
(e) The **TENANT** agrees to present the premises in a clean and undamaged state for viewing by prospective **TENANT(s)**.

43. The **LANDLORD** may increase the rent by giving 60 days notice required by **Residential Tenancies Regulations 2008**, if this is not a fix term tenancy agreement. The **LANDLORD** must not increase the rent more than once in every 6 months.

44. If the **TENANT** fails to make a payment under the term of this agreement on the due date and **LANDLORD** or **Agent** incurs fees or charges as a consequence of that failure, the **TENANT** will reimburse the **LANDLORD** or **Agent** the full amount of those charges as soon as notice given to **TENANT**.

45. The **TENANT** acknowledges and understands that there are or that there may be restrictions or prohibitions applying to the premises, in respect to the obtaining of a on street parking permit from the council

READ AND SIGNED by TENANT(s)



Date: 27 01-16

Ishrat Bibi

27. 01. 16

SPECIAL CONDITION

1. The **TENANT(s)** acknowledges that rental shall be paid monthly in advance using direct debit payment system.
2. First routine inspection shall be conducted within the first three (03) months of the lease. Once, the next routine inspection shall be conducted in the next six (06) or twelve (12) months.
3. Once the **TENANT(S)** vacant the premises, the **TENANT's** belonging (or any rubbish) should be removed before or same date of vacating.
4. The **TENANT(S)** shall pay all charges incurred by water, electricity, gas, telephone, etc during the term of the tenancy, and must inform authority of his/her commencement and termination of the lease.

LANDLORD/ AGENT 'S SIGNATURE: _____

WITNESS: _____

TENANTS' SIGNATURE : _____

WITNESS: _____

READ AND SIGNED by TENANT(s) _____

Date: 27.01.16

Ishrat Bibi

27.01.16

From www.planning.vic.gov.au at 18 June 2025 04:56 PM

Address:	5 MATTHEWS PLACE DANDENONG NORTH 3175
Lot and Plan Number:	Lot 204 LP127136
Standard Parcel Identifier (SPI):	204\LP127136
Local Government Area (Council):	GREATER DANDENONG
Council Property Number:	279900
Planning Scheme:	Greater Dandenong
Directory Reference:	Melway 81 D10

www.greaterdandenong.com

Planning Scheme - Greater Dandenong

Rural Water Corporation:	Southern Rural Water
Melbourne Water Retailer:	South East Water
Melbourne Water:	Inside drainage boundary
Power Distributor:	UNITED ENERGY

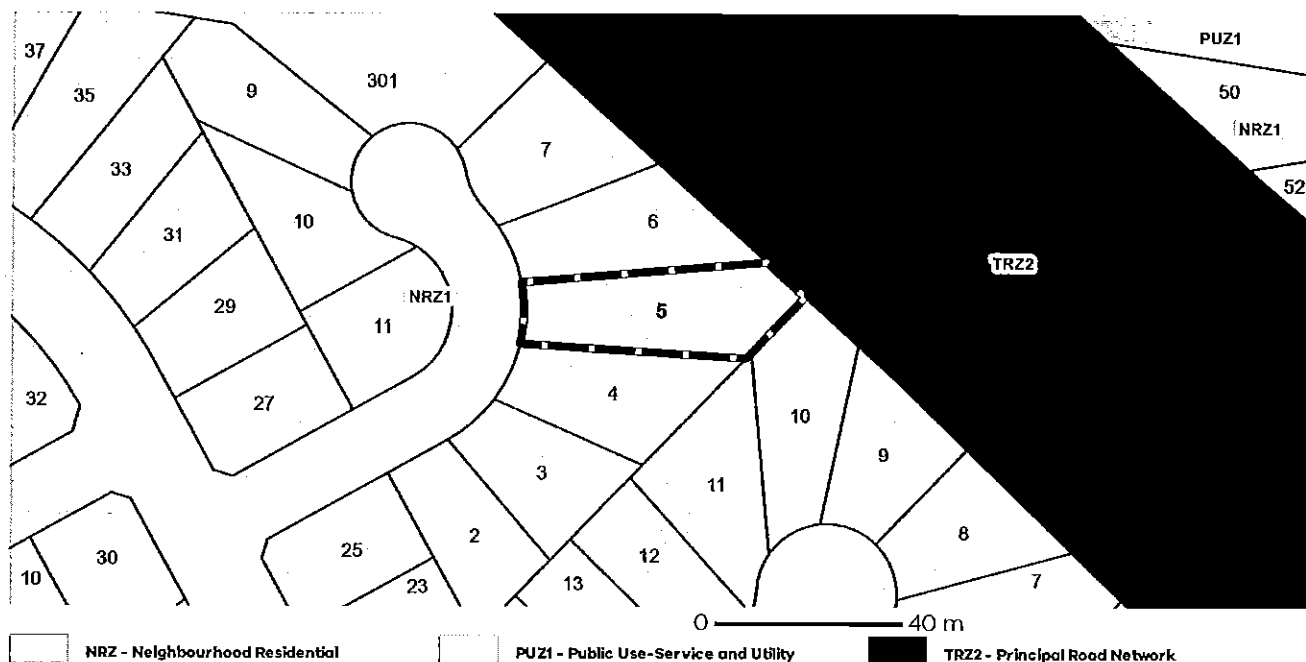
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **DANDENONG**

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

[View location in VicPlan](#)

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



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

No planning overlay found

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

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

Further Planning Information

Planning scheme data last updated on .

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 18 June 2025 04:56 PM

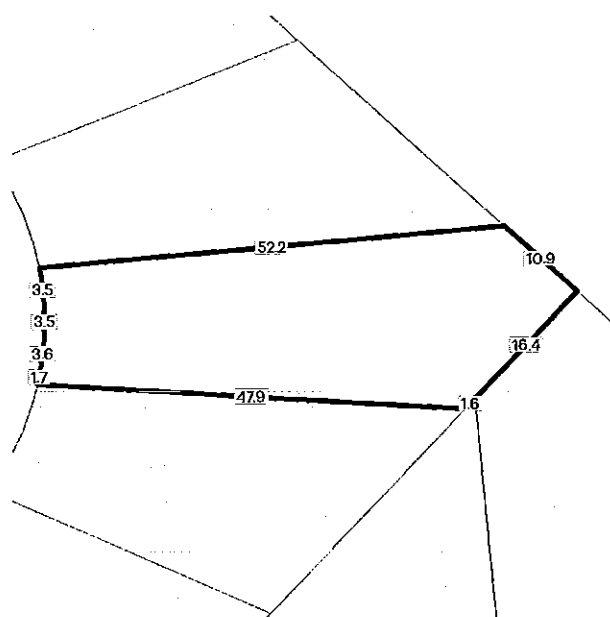
PROPERTY DETAILS

Address: **5 MATTHEWS PLACE DANDENONG NORTH 3175**
Lot and Plan Number: **Lot 204 LP127136**
Standard Parcel Identifier (SPI): **204\LP127136**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **279900**
Directory Reference: **Melway 81 D10**

www.greaterdandenong.com

SITE DIMENSIONS

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



Area: 918 sq. m

Perimeter: 142 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.

1 overlapping dimension label is not being displayed

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **DANDENONG**

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 be found here - [Planning Property Report](#).

Planning Property Reports can be found via these two links

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

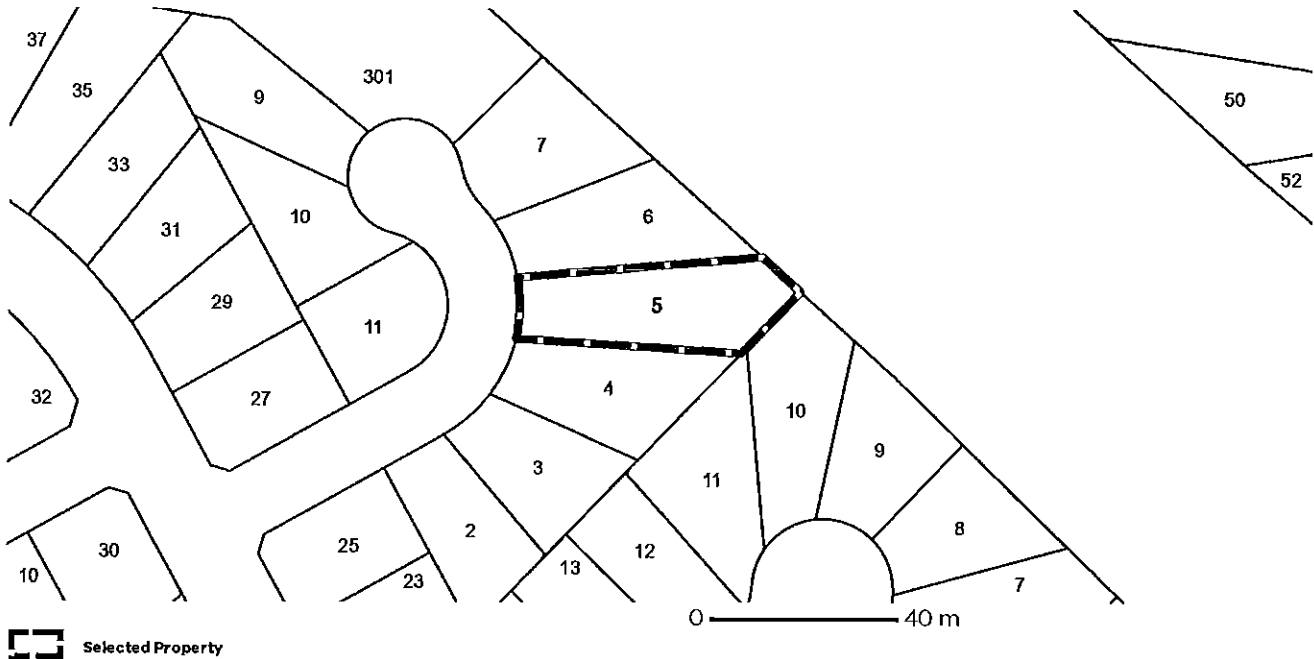
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Due Diligence Checklist

What you need to know before buying a residential property



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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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