

Contract of Sale of Land

Property

UNIT 1 166 CHANDLER ROAD NOBLE PARK VIC 3174

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of Conveyancers (Victorian Division)



Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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.

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) 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* (Vic).

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on

for and on behalf of:

.....
Name of individual

.....
Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on

for and on behalf of:

JUAN CRUZ BRANCA GAONA
.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL**SIGNED** on

for and on behalf of:

ANDREA VERONICA POZA

Name of individual

Signature of individual

State nature of authority (if applicable):

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Asap

Address: 80 Cheltenham Rd, Dandenong VIC 3175

Email: _____

Tel: _____ Mob: _____ Ref: Calvin Davis

Vendor

Name: JUAN CRUZ BRANCA GAONA

Address: _____

ABN/ACN: _____

Email: _____

Vendor

Name: ANDREA VERONICA POZA

Address: _____

ABN/ACN: _____

Email: _____

Vendor's legal practitioner or conveyancer

Name: Rodem Legal

Address: Level 24, 570 Bourke Street, Melbourne, VIC 3000

Email: andrew@rodemlegal.com

Tel: _____ Mob: 0435819127 Ref: 20250255

Purchaser

Name: _____

Address: _____

ABN/ACN: _____

Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____

Address: _____

Email: _____

Tel: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10582	Folio	331	1	PS 442474L
Volume		Folio			
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is:

UNIT 1 166 CHANDLER ROAD NOBLE PARK VIC 3174

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

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

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 21st 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 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* (Vic) if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20)

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

Lender: (or another lender chosen by the purchaser)

Loan amount: \$ Approval date: / /

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

See General Annexure Item 1

CONTRACT OF SALE OF LAND

GENERAL ANNEXURE

General Annexure Item 1

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

2.1 The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

2.2 The land and buildings (if any) as sold hereby and inspected by the Purchaser is sold on the basis of existing improvements, present position, condition and state of repair and subject to all faults and defects in the property both patent and latent and subject to all contaminants that may be in or on the property. The Purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

2.3 The Purchaser cannot make any objection, claim for compensation, withhold any part of the purchase price or delay settlement in relation to the state of repair or condition of the property or in relation to any contaminant in or on the property or in relation to any encroachment onto the property or any encroachment by buildings on the property over abutting lands or in relation to any failure to comply with any planning scheme, planning permit or other restriction affecting the property or any failure to comply with any building regulations and laws. None of those things constitutes a defect in the Vendor's title.

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

3. Condition of Chattels

The Purchaser acknowledges that the Purchaser has inspected the property and chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs , renovations, alterations or improvements.

4. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof .

5. Director's Guarantee and Warranty

5.1 General condition 3 is deleted.

5.2 In the event that the Purchaser or any substitute Purchaser under this contract is or includes a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall within 7 days of the day of sale cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5.3 The failure by any person required under this contract to execute a guarantee within the time stipulated shall entitled the Vendor to rescind this contract forthwith by written notice to the Purchaser .

6. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions &

Takeovers Act 1975 all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

7. Default

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

7.1 All costs associated with obtaining bridging finance to complete the Vendors purchase of another property and interest charged on such bridging finance.

7.2 Interest payable by the Vendor under and existing Mortgage over the property calculated from the Due Date.

7.3 Accommodation expenses necessarily incurred by the Vendor .

7.4 Additional costs and expenses as between the Vendors and the Vendor 's representative.

7.5 Any costs, expenses and penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

7.6 \$770.00 per Default Notice when issued by the vendor's representative.

8. Fractional Interest

8.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

8.2 If the proportions recorded in the transfer differ from those recorded in the contract , it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

8.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract .

8.4 This Special Condition will not merge on completion.

9. General Conditions

9.1 The Purchaser acknowledges that General Conditions 12, 31.4, 31.5 and 31.6 are deleted.

9.2 If the the contract is subject to loan approval and the Purchaser requests an extension for subject to finance clause, the Purchaser acknowledges and accepts that " within 2 clear business days" in General condition 20.2(c) is no longer applicable. The subject to loan approval clause is due by close of business on later date allowed by the vendor.

9.3 General condition 25.13 is added:

25.13 General condition 25 will not merge on settlement.

10. Settlement Rescheduling Fee

If the Purchaser requests a variation to the contract settlement due date, the purchaser acknowledges that they will pay a settlement rescheduling fee of \$440.00 to the Vendor's representative at settlement.

11. Auction

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

12. Lease

If this property is sold subject to any Residential Tenancy Agreement then the following conditions apply to this contract.

12.1 The purchaser acknowledges having inspected the lease and is deemed to have notice and knowledge of its contents.

12.2 The Purchaser is not entitled to make any objection in relation to the lease.

12.3 Until the purchaser becomes entitled to receipt of rents and profits of the property, the Vendor or the Vendors' agent may, in the normal course of business:

12.3.1 take proceedings against the tenant to secure payment of any outstanding monies due by that tenant;

12.3.2 obtain vacant possession or take such actions as the Vendor deems appropriate ;

12.3.3 do whatever it believes is necessary for the proper management of the property and the Vendors ' rights and obligations as owner of the freehold.

12.4 The purchaser indemnifies and agrees to keep indemnified and to hold harmless the Vendor against all actions, proceeding, claims, demands, costs and expenses in connection with the lease arising on or after settlement other than as a result of any default by the vendor prior to settlement.

12.5 Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the Lease will be in place and occupied by the tenant on the settlement date and the Purchaser

acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.

12.6 This Special Condition will not merge on completion of the sale and purchase, but will continue to have full force and effect.

13. Land Tax

Notwithstanding any other condition, the Parties agree that if this Contract is signed on or after 1 January 2024, the purchaser will not be required to contribute towards land tax where such a requirement would be prohibited by law.

Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals

this

day of

20

Signed Sealed and Deliveredby _____
in the presence of:.....
Signature of Director.....
Signature of Witness.....
Name of witness (print)**Signed Sealed and Delivered**by _____
in the presence of:.....
Signature of Director.....
Signature of Witness.....
Name of witness (print)**Signed Sealed and Delivered**by _____
in the presence of:.....
Signature of Director.....
Signature of Witness.....
Name of witness (print)

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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

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

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

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* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

14.3 The 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 .

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

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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 .

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter..
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit -taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

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

18.6 Settlement occurs when the workspace records that –

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

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 these general conditions –

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1 -2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must –

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite –

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –

- (a) the settlement is conducted through an electronic lodgement network; and

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

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, 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 Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
 - (a) settlement is conducted through an electronic lodgement network; and

- (b) the 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 Tax Act, but only if.

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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

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

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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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.
-

UNIT 1 166 CHANDLER ROAD
NOBLE PARK VIC 3174



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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



Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

Section 32 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 purchase signed any contract.

Land Lot 1 on Plan of Subdivision 442474L (VOLUME 10582 FOLIO 331)

Property Address UNIT 1 166 CHANDLER ROAD NOBLE PARK VIC 3174

Vendor's name JUAN CRUZ BRANCA GAONA

Signature _____ Date _____

+ Vendor's name ANDREA VERONICA POZA

+ Signature _____ Date _____

Purchaser's name _____

Signature _____ Date _____

Important information

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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: \$ _____
OR

☒ (b) Are contained in the attached certificate/s.
OR

☐ (c) Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

☐ (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ _____

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 section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

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 or property clearance certificate or is as follows	Date: OR ☒ Not applicable

¹ Other than any GST payable in accordance with the contract.

2. ~~INSURANCE~~

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 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.

- ☐ (a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
OR
- ☐ (b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: _____ / _____ / _____ Amount insured: _____

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.

- ☐ (a) Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.
OR
- ☐ (b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: _____ / _____ / _____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) ☒ Is in the attached copies of title document/s.
OR
- ☐ Is as follows:

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

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.
OR

- ☐ The required specified information is as follows:

- (a) Name of planning scheme _____
- (b) Name of responsible authority _____
- (c) Zoning of the land _____
- (d) Name of planning overlay _____

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 contained in the attached certificates and/or statements.

OR

☒ Are as follows:

None to the vendors' knowledge, otherwise the vendors rely on the attached.

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 vendors' knowledge, otherwise the vendors rely on the attached.

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 vendors' knowledge, otherwise the vendors rely on the attached.
None to the vendors' knowledge, otherwise the vendors rely on the attached.

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate.

OR

☐ Are as follows:

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 Corporations Act* 2006.

OR

☐ 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)(i) and (iii) of that Act.

OR

☒ 6.3 The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~7. *GROWTH AREA INFRASTRUCTURE CONTRIBUTION ("GAIC")~~

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

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.

OR

☐ (b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- ☐ 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

~~10. SUBDIVISION~~

10.1 Unregistered Subdivision

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

- ☐ (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- ☐ (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

- ☐ (a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- ☐ (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

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

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

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.

- ☐ (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- OR
- ☐ (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~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 section 32 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 1 000m²; (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):
- ☐ Are contained in the attached building energy efficiency certificate.
- OR
- ☐ Are as follows:

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 section 32 statement but the checklist may be attached as a matter of convenience.)

- ☐ Vacant Residential Land or Land with a Residence
- ☐ Attach Due Diligence Checklist (this will be automatically attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

See attached.

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

Page 1 of 2

VOLUME 10582 FOLIO 331

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LAND DESCRIPTION

Lot 1 on Plan of Subdivision 442474L.
PARENT TITLE Volume 08768 Folio 989
Created by instrument PS442474L 14/05/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JUAN CRUZ BRANCA GAONA
ANDREA VERONICA POZA both of 24/2-4 TARENE STREET DANDENONG VIC 3175
AD652238E 31/05/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV000494S 09/11/2021
ATHENA MORTGAGE PTY LTD

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

DIAGRAM LOCATION

SEE PS442474L 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: UNIT 1 166 CHANDLER ROAD NOBLE PARK VIC 3174

ADMINISTRATIVE NOTICES

NIL

eCT Control 17675U LEGALSTREAM PTY LIMITED
Effective from 09/11/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS442474L

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS442474L
Number of Pages (excluding this cover sheet)	3
Document Assembled	02/10/2025 14:45

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		Stage No. /	LTD use only EDITION 1	PLAN NUMBER PS 442474 L
---------------------	--	----------------	---------------------------	----------------------------

Location of Land Parish: DANDENONG Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 22 (PART) LTD base record: CHART 27 (2483) Title References: VOL 8768 FOL 989 Last Plan Reference: LP 82337 LOT 2 Postal Address: NO, 166 CHANDLER ROAD, NOBLE PARK, 3174 AMG Co-ordinates: N 5794750 (Of approx. centre of plan) E 340420 Zone 55	Council Certification and Endorsement Council Name: CITY OF GREATER DANDENONG Ref: S2000/0138 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date 10 / 1 / 2001
--	--

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Notations	
Depth Limitation: Does not apply	Staging This is /is not a staged subdivision Planning Permit No.
<u>BOUNDARIES DEFINED BY BUILDING</u> EXTERIOR FACE: ALL BOUNDARIES	Survey:- This plan is / <u>is not</u> based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.

Easement Information					LTD use only Statement of Compliance / Exemption Statement Received ☒ Date 7 / 5 / 01
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1&E-2	DRAINAGE & SEWERAGE	See Plan	LP 82337	LOTS ON LP 82337	
E-2&E-3	SEWERAGE	See Plan	THIS PLAN	SOUTH EAST WATER LIMITED	

ARIE CAFE & ASSOCIATES LICENSED SURVEYORS 4 MARNA COURT, NOBLE PARK, 3174 PH. 03 9794 8952 210 WAGNERS ROAD, NEERIM SOUTH, 3831 PH 56 281 244 MOBILE 0428 396 795	JOHN ROBERT LEARED LICENSED SURVEYOR (PRINT) _____ SIGNATURE _____ DATE 13/9/00 REF M1158 VERSION A	LTD use only PLAN REGISTERED TIME 8:55 AM DATE 14 / 5 / 2001 <i>Ken Ral</i> Assistant Registrar of Titles Sheet 1 of 3 Sheets
		DATE 10 / 1 / 2001 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS442474L

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 02/10/2025 02:45:05 PM

OWNERS CORPORATION 1
PLAN NO. PS442474L

The land in PS442474L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

166 CHANDLER ROAD NOBLE PARK VIC 3174

PS442474L 14/05/2001

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	125	125
Lot 2	125	125
Total	250.00	250.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/10/2025 02:45:05 PM

OWNERS CORPORATION 1
PLAN NO. PS442474L

Statement End.



ABN 41 205 538 060

Valuation and Rates Notice

1 July 2025 to 30 June 2026

Issue Date - 25 July 2025

Property Number: 167390

Juan C Branca Gaona &
Andrea V Poza
64 Corrigan Road
NOBLE PARK VIC 3174



Payble™

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



Council Charges

\$1,213.60



State Government Charges

\$324.95



Total New Charges

\$1,538.55

Total New Charges does not include arrears, credits, payments, adjustments or rebates.

Rates and Charges at your property – 1 July 2025 – 30 June 2026

Property Number 167390

1/166 Chandler Road
NOBLE PARK VIC 3174
Lot 1 PS 442474 Vol 10582 Fol 331
Property Owners - Juan C Branca Gaona & Andrea V Poza

Property Valuations – Valuation Date 1 January 2025 – Valuation first used 1 July 2025

Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	\$520,000
Site Value - (the Site Value is included in the CIV)	\$445,000
Net Annual Value	\$26,000
AVPCC (Property Type) 120 - Single Unit / Villa Unit / Townhouse	

Rate - 2025/2026

General Rate	(\$520,000 x 0.0015319951)	\$796.60
--------------	----------------------------	----------

Waste Charges

Garbage - Option A	(1 x \$417.00)	\$417.00
State Government Waste Levy	(1 x \$99.00)	\$99.00

State Government Emergency Services Volunteers Fund Levy

Emergency Service Volunteer Fund Residential Fixed	(1 x \$136.00)	\$136.00
Emergency Service Volunteer Fund Resident Variable	(520,000 x 0.000173)	\$89.95

Total amount due

\$1,538.55

Payment options

Credit Card Surcharge: A credit card surcharge may be applied for any payment made by Visa, Mastercard

To qualify for one of the instalment options, **you must pay the correct amount of the first instalment by 30 September 2025.**

To pay in weekly, fortnightly or monthly instalments, scan the QR code to the right.

Late Payments

Payments made after the due by date may be charged interest at the rate of 10.0% p.a. Please see page 4 for detailed information about late penalties.

Pre-payment

by 30 September 2025

\$1,538.55

Four instalments

30 September 2025	\$384.64
30 November 2025	\$384.64
28 February 2026	\$384.64
31 May 2026	\$384.63

For more instalment options, scan the QR code below

Scan to pay

Pay in full or choose smaller instalments that suits your budget

Scan the QR or you can also pay online at pay.greaterdandenong.vic.gov.au



New

- Helpful reminders.
- Pay by card or bank.
- Flexible Direct Debit.
- No extra fees.

Powered by  Payable






First Instalment \$384.64



*321 16739000000004

Full Payment \$1,538.55



*321 16739000000004

Payment methods

Online (card or bank)

Visit: pay.greaterdandenong.vic.gov.au

Reference: 9329 118

Visa, MasterCard and bank account payments accepted. Online payments are via BPOINT.

BPAY

Billcode: 8987

Reference: 9329 118



Post BILLPAY

Billcode: 0321

Reference: 1673 9000 0000 04

Pay in person at any post office.



Post
Billpay



You can also pay at our Customer Service Centres in person at **Dandenong:** 225 Lonsdale Street, **Springvale:** 5 Hillcrest Grove, **Keysborough:** Parkmore Shopping Centre or mail a cheque to PO BOX 200 Dandenong VIC 3175.

Having trouble paying?

Council recognises our ratepayers may experience financial difficulty at times. Everyone's circumstances are different and financial difficulties can impact people in different ways.

Special payment plans

If you are having difficulty making or maintaining your rates payments by the due date, Council may be able to offer you a payment plan to assist with getting back on track with your repayments. We'll also suspend further debt collection activity while you are actively engaged in a special payment plan. To apply for a payment plan visit: greaterdandenong.vic.gov.au/rates-assistance

Financial hardship agreements

Ratepayers who are experiencing extreme financial difficulties and are struggling to pay their Council rates and charges, may qualify for assistance under Council's Hardship Policy.

Council's Hardship Policy allows rate payers to apply for rate deferral arrangements, or in some cases, part rates waivers. To apply for hardship visit greaterdandenong.vic.gov.au/rates-assistance.

If you require assistance, please contact our Customer Service Staff on (03) 8571 1000.

For more information and application forms visit greaterdandenong.vic.gov.au



8571 1000

How rates are calculated



Council charges

Your property rates are calculated by multiplying the Capital Improved Value (CIV) of your property by the rate in the dollar. The CIV is reassessed annually by the Valuer General, with the most recent valuation determined as of 1 January 2025.

The rate in the dollar is calculated by dividing the income required from rates with the total value of all rateable properties in the City of Greater Dandenong. This rate varies depending on the property type – such as residential, commercial, industrial, farmland, or vacant land.

In addition to general rates, your notice may include other charges or adjustments specific to your property. These could include the Keysborough South Maintenance Levy, overdue rates, or credits such as pension rebates.

Waste charges are separate from general rates and help fund kerbside collection services, including garbage, recycling, green organics, hard waste, and green waste disposal. They also cover the cost of maintaining rubbish bins in public areas like parks and streets. Waste charges are excluded from rate capping.

To explore how your rates and charges are calculated and how the funds are used, visit greaterdandenong.vic.gov.au/understanding-rates.



State Government Charges

The Emergency Services & Volunteers Fund (ESVF) is a levy amount set by the State Government and collected by Council. This levy is passed on to the State Government to fund emergency service organisations such as fire services and the state emergency services.

Please refer to www.sro.vic.gov.au/esvf or call The ESVF Support Line on **1300 819 033** for further information about this State Government levy.

Waste charges also include the State Government Waste Levy, which Council must pay when disposing waste in landfill.

State Government charges are excluded from rate capping.

Rating differentials

All rating differentials adopted by Council for 2025/2026 are shown for comparative purposes only. Refer to the page one of this notice for the amount that you are being charged. The rates shown are based on the same rateable valuation.

Property Number: 167390

Differential Rates Type	Rate in \$	Rate amount \$
General Rate	0.0015319951	\$796.60
Commercial Rate	0.0025277919	\$1,314.45
Industrial Rate	0.0032171897	\$1,672.90
Farm Rate	0.0011489963	\$597.45
Vacant Res. Land	0.0022979926	\$1,194.95

Customer Service Centres

The council's customer service centres are located at:

Dandenong Civic Centre	225 Lonsdale Street
Springvale Community Hub	5 Hillcrest Grove
Keysborough	Parkmore Shopping Centre

Payment of rates

Four instalments:

Rates and charges for the 2025/2026 rating year are to be paid in four instalments as shown on the first page of this notice. The first instalment is due by the 30 September 2025.

Reminder notices will be sent for the 2nd, 3rd and 4th instalments.

If you wish to pre-pay the instalments shown on this Notice, please pay by 30 September 2025.

Flexible payments:

Flexible payments are available via Payble and are setup by the property owner on their personal device by scanning the QR code on the front page of this notice or visit: pay.greaterdandenong.vic.gov.au

Flexible payments with Payble will send you SMS reminders and allow you to pay your rates via direct debit from a nominated bank account or credit card.

Penalties for failing to pay

If you are late paying your rates, you will be charged interest. The interest rate is set by the State Government Penalty Interest Rates Act 1983 (Section 2) at 10.0% pa. Any arrears shown on the front of this notice are included in the first instalment and are payable immediately. Interest will not be charged on those on a Flexible payment with Payble, or approved payment plan with Council. Defaults on these payments may result in interest being accrued. Council may recover any outstanding amounts plus interest in a Magistrates Court by suing for debt. If the rates and charges levied by this notice are unpaid, the rates and charges and any costs awarded are a first charge on your land.

Council will not be held responsible for delays in Postal Services or Bank Transfers.

Allocation of payments

Whenever you make a payment the money is allocated in the following order as applicable:

1. Legal Costs
2. Penalty interest charges
3. Overdue rates and charges
4. Current rates and charges

Penalty interest on any arrears of rates and charges may continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

Have your next notice sent via email.


greaterdandenong.ezybill.com.au



Right of Objection to rates, valuations and charges

Objection to the value of any land, rate amount or classification may be lodged as a written objection. This must be done within two months from the date of this notice. The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. Regardless of any objection to the valuation, the rates must be paid as assessed by the due date, otherwise interest will be charged. Any overpayment that may occur will be refunded.

How to object to your valuation

The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. Please visit ratingvaluationobjections.vic.gov.au and complete the online form to lodge an appeal.

How to object to a rate or charge

Please contact Council to discuss the matter, alternatively: A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the Local Government Act 1989. Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

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

A person cannot appeal to the County Court where an objection or appeal may be under the Valuation of Land Act 1960 (as amended).

Change of ownership or address

It is the responsibility of the owner of a property to notify Council of changes of address, ownership or occupancy within 30 days of the change taking effect. You can do so completing the online form at forms.greaterdandenong.vic.gov.au/rates-and-charges-change-of-name-and-mailing-address or in writing to Council. When ownership of a property changes, liability for payment of rates and charges becomes that of the new owners.

Pensioner rate rebate

If you are the holder of a Pensioner Concession Card or DVA Gold Card then you may be eligible for a rebate on your rates. For those persons still eligible, the amount of the concession is already shown on this notice. (Health Care Cards are not eligible).

State Government Emergency Services & Volunteers Fund

The Emergency Services & Volunteers Fund (ESVF) has been introduced by the Victorian Government to replace the Fire Services Property Levy. Under the

new Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025, Council must collect the ESVF on behalf of the Victorian Government.

Each property is allocated an Australian Valuation Property Classification Code (AVPCC) by the Valuer General Victoria which is used to determine land use classification for the ESVF.

Please refer to www.sro.vic.gov.au/esvf or call The ESVF Support Line on 1300 819 033 for further information about this State Government levy.

Notice of valuation

1. Notice is hereby given that the property described herein, owned and occupied by you has been valued as at 1 January, 2025, as set out herein.
2. The Valuations shown may be used by other Rating Authorities for the purpose of rate or tax.
3. Supplementary Rate – if an amendment is made to the valuation to include any changes to the property, additional rates could be payable, and a supplementary rate notice will be given.

Personal information

Personal Information collected and held by Greater Dandenong City Council is used for municipal purposes as specified in the Local Government Act 1989 and the Local Government Act 2020. Your personal information is held securely and used solely for the purpose it is collected for or directly related purposes. It will not be disclosed to any external party without your written consent, unless required or authorised by law. If you wish to access or amend your personal information, or if you believe your personal information has been breached please contact Council's Information Privacy Officer on 8571 1000. A copy of Council's Privacy and Personal Information Policy is available on Council's website at: greaterdandenong.vic.gov.au

State government rate capping

Council has complied with the Victorian Government's rates cap of 3 per cent. The cap applies to the average annual increase of rates and charges.

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

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Rate Notice Requests

Any requests for rate notices may be charged at a cost of \$11.80 per notice issued. To apply for a previous years rate notice, please visit mygreaterdandenong.com 'Submit an Application' or contact our Customer Service Team.



If you need assistance in your language please contact us through the TIS interpreting service 13 14 50.



TTY: 133 677 Speak and listen: 1300 555 727
Online: relayservice.gov.au

Albanian	Nëse keni nevojë për ndihmë në gjuhën tuaj ju lutemi na kontaktoni përmes TIS shërbimit të përkthimit në 13 14 50.	Hazaragi	اگر شمو نیاز به کمک به زبان خود تان دارید، لطفاً از طریق خدمات ترجمانی TIS به شماره 13 14 50 با ما تماس بگیرید.
Arabic	إذا كنت بحاجة إلى مساعدة بلغتك، فيرجى الاتصال بنا من خلال خدمة الترجمة TIS 13 14 50.	Khmer	បើលោកអ្នកត្រូវការជំនួយជាភាសាបស់លោកអ្នក សូមទាក់ទងយើងខ្ញុំតាមរយៈសេវាបកប្រែភាសា TIS លេខ 13 14 50 ។
Chinese Simplified	如果需要中文协助，您可以拨打电话 13 14 50，通过 TIS 口译服务与我们联系。	Serbian	Ako vam je potrebna pomoć na vašem jeziku, kontaktirajte nas preko TIS prevodilačke službe na 13 14 50.
Dari	اگر شما به زبان خودتان به کمک ضرورت دارید، لطفاً از طریق خدمات ترجمان شفاهی TIS به شماره 13 14 50 با ما تماس بگیرید.	Turkish	Kendi dilinizde yardima ihtiyaciniz varsa lutfen 13 14 50 numarali telefondan TIS sözlü çeviri hizmetlerini arayarak bizimle iletişim kurun.
Greek	Αν χρειάζεστε βοήθεια στη γλώσσα σας επικοινωνήστε μαζί μας μέσω της υπηρεσίας διερμηνείας TIS στον αριθμό 13 14 50.	Vietnamese	Nếu cần được trợ giúp bằng ngôn ngữ của mình, xin quý vị liên lạc với chúng tôi qua dịch vụ thông dịch TIS 13 14 50.



JUAN BRANCA GAONA & ANDREA POZA
64 CORRIGAN RD
NOBLE PARK VIC 3174

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)

Bill note:
Information purposes only

Last bill	Payments received	Balance
\$576.56cr	– \$225.00cr =	\$801.56cr

Account number:	15723411
Payment not required	
Current charges	Credit balance
+ \$172.94	\$628.62cr

Your account breakdown

Issue date	12 May 2025
Property	Unit 1 166 Chandler Road NOBLE PARK VIC 3174
Property reference	52J//12189/00206
Last bill	\$576.56cr
Payment received	\$225.00cr
Balance brought forward	\$801.56cr
Our charges (no GST)	\$120.63
Other authorities' charges (no GST)	\$52.31
Balance	\$628.62cr

Your snapshot

Average daily cost	\$1.32
--------------------	--------

Payment options

- DD Direct debit**
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 10015723 4100 009
- 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: 15723411
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 10015723 4100 009
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: 52J//12189/00206
UNIT 1 166 CHANDLER ROAD
NOBLE PARK VIC 3174

PN52J

Balance:	\$628.62cr
Account number:	15723411
Date paid:	
Receipt number:	

Our charges

Service charges

For period 01/04/25 to 30/06/25

Water service charge **\$22.58**

Sewerage service charge **\$98.05**

Total service charges \$120.63

Our charges \$120.63

Other authorities' charges

Parks 01/04/25 to 30/06/25 **Charge \$21.79**

Waterways and Drainage charge 01/04/25 to 30/06/25 **\$30.52**

Total other authorities \$52.31

Total current charges \$172.94

Our charges explained

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

Other authorities' charges

Waterways and drainage charge

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

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/04/25 to 30/06/25**.

Additional information

Payment assistance

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

Our customer charter

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

Say goodbye to missed notifications

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

Go to mySouthEastWater.com.au



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



Say goodbye to missed alerts

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

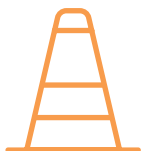
Check if your details are up to date so we can quickly let you know about important works, like:



Potential
water supply
interruptions



Weather and
power outage
interruptions



Nearby works



Account updates
or changes

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

Sign in or register at

mySouthEastWater.com.au

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

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





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

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Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

JUAN BRANCA GAONA & ANDREA POZA
64 CORRIGAN RD
NOBLE PARK VIC 3174

Account number:	15723411
Payment not required	
Current charges	Credit balance
+ \$176.08	\$677.54cr

Last bill	Payments received	Balance
\$628.62cr	— \$225.00cr =	\$853.62cr

Your account breakdown

Issue date	07 August 2025
Property	Unit 1 166 Chandler Road NOBLE PARK VIC 3174 52J//12189/00206
Property reference	
Last bill	\$628.62cr
Payment received	\$225.00cr
Balance brought forward	\$853.62cr
Our charges (no GST)	\$122.38
Other authorities' charges (no GST)	\$53.70
Balance	\$677.54cr

Bill note:
Information purposes only
We're moving to Westpac for all direct debit and credit card payments from September 2025. Your direct debit will be processed as normal. View details and T&Cs at southeastwater.com.au/dd

Your snapshot

Average daily cost	\$1.34
--------------------	--------

Payment options

- DD

Direct debit
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 10015723 4100 009
- 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: 15723411
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 10015723 4100 009
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: 52J//12189/00206
UNIT 1 166 CHANDLER ROAD
NOBLE PARK VIC 3174

PN52J

Balance:	\$677.54cr
Account number:	15723411
Date paid:	
Receipt number:	

Our charges

Service charges

For period 01/07/25 to 30/09/25

Water service charge **\$21.97**

Sewerage service charge **\$100.41**

Total service charges \$122.38

Our charges \$122.38

Other authorities' charges

Parks 01/07/25 to 30/09/25 **Charge \$22.45**

Waterways and Drainage charge 01/07/25 to 30/09/25 **\$31.25**

Total other authorities \$53.70

Total current charges \$176.08

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see southeastwater.com.au/charges2025

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/07/25 to 30/09/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/07/25 to 30/09/25**.

Additional information

Payment assistance

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

Our customer charter

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

Important note:

Prices have changed as of 1 July 2025. See what your bill pays for at southeastwater.com.au/2526prices

Delivering for you

142 billion litres of drinking water delivered,
148 billion litres of sewage removed.

See what else your bill pays for at
southeastwater.com.au/resprices26



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia

Your prices and services in 2025–26



Delivering for you in 2025–26

We work around the clock to deliver you a reliable service. Whether you see us in your street, reach out for support, or rely on us every day – we're always there.

In 2025–26, the price we pay to deliver that service will increase. This means there'll be changes to the price you pay for water and sewerage services. This is due to:

- a flow on effect from CPI increases. CPI is a measure of inflation based on the change in prices of goods and services
- some higher costs passed onto us for sewage treatment
- costs associated with producing 50 billion litres of desalinated water to support our growing population and drying conditions.

Increases to your bill

The average quarterly bill will rise by **\$7.51** for owner-occupiers, **\$5.76** for tenants, and **\$9.50** for small businesses. Trade waste charges will increase in line with inflation.

Other authorities' charges

The parks charge will increase by **66 cents** per quarter for residential owner-occupiers and business customers. The waterways and drainage charge will rise by **73 cents** per quarter for residential customers and a minimum of **\$1.10** per quarter for businesses.

*average bill based on annual water use of 150,000 litres (or 150 kilolitres).



Where does my money go?

Each year your bill goes towards:



In your community

A lot of what we do is behind the scenes. We deliver for today while planning and innovating so our growing population can continue to rely on our services into the future.

We're in the community 24/7. This is a snippet of what we typically deliver in a year:

27,744

kms of water, recycled water and sewer pipes managed[#]

142

billion litres of drinking water supplied[#]

148

billion litres of sewage managed[#]

352,600

queries answered for our customers through our contact centre

22,111

litres of free drinking water used from our hydration stations at 48 community events

724

million litres of water leaks saved for customers through digital meters

9.7

kms of water pipes upgraded

211,500

payment support options taken up by our customers

[#]Delivered in 2023-24.

Find out more at southeastwater.com.au/projects



Help to pay your bill

We know even a small price increase can have an effect. If you need help to pay your water bill, let us know.

For your residential account:

 Sign in or register at my.southeastwater.com.au. If you haven't registered yet you'll need your account number handy.

 Call **13 18 51**

 More information at southeastwater.com.au/support



For your business account:

 Call **13 18 51**

Are you missing urgent alerts?



Every day we're maintaining and upgrading our network to keep your water and sewage flowing. So, there might be times when it's important for us to contact you quickly about supply interruptions.

To update your contact details sign in at my.southeastwater.com.au. If you're not already registered, you'll need your account number handy.



How to get in touch

Report a leak or check water interruptions
mysupport.southeastwater.com.au/LIVE

Faults and emergencies 13 28 12 (24hrs)

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 13 18 51)

Follow us on social for updates



southeastwater.com.au

**Healthy Water.
For Life.**

Need an interpreter?



إذا كنت تحتاج لمترجم، اتصل بالرقم 03 9209 0130

如需口译服务，敬请拨打：03 9209 0130

如需口译服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

Property Clearance Certificate

Land Tax



INFOTRACK / RODEM LEGAL

Your Reference:	20250255
Certificate No:	93515737
Issue Date:	02 OCT 2025
Enquiries:	ESYSPROD

Land Address: UNIT 1, 166 CHANDLER ROAD NOBLE PARK VIC 3174

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28566967	1	442474	10582	331	\$0.00

Vendor: ANDREA VERONICA POZA & JUAN CRUZ BRANCA GAONA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
JUAN CRUZ BRANCA GAONA	2025	\$425,000	\$1,725.00	\$0.00

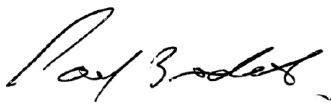
Comments: Land Tax of \$1,725.00 has been assessed for 2025, an amount of \$1,725.00 has been paid.

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):	\$510,000
SITE VALUE (SV):	\$425,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93515737

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,725.00

Taxable Value = \$425,000

Calculated as \$1,350 plus (\$425,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,100.00

Taxable Value = \$510,000

Calculated as \$510,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93515737

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: 93515737

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



INFOTRACK / RODEM LEGAL

Your Reference:	20250255
Certificate No:	93515737
Issue Date:	02 OCT 2025
Enquires:	ESYSPROD

Land Address: UNIT 1, 166 CHANDLER ROAD NOBLE PARK VIC 3174

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28566967	1	442474	10582	331	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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: \$510,000

SITE VALUE: \$425,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93515737

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



INFOTRACK / RODEM LEGAL

Your Reference:	20250255
Certificate No:	93515737
Issue Date:	02 OCT 2025

Land Address: UNIT 1, 166 CHANDLER ROAD NOBLE PARK VIC 3174

Lot	Plan	Volume	Folio
1	442474	10582	331

Vendor: ANDREA VERONICA POZA & JUAN CRUZ BRANCA GAONA

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: 93515737

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 93515732 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: 93515732 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 property clearance certificate will result in misallocated payments.
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07 October 2025

Secure Electronic Registries Pty Ltd

Building Certificate 51 (1)

Ref No: 78295470-019-8

Agent Ref: 882996

**Re: 1/166 Chandler Road NOBLE PARK VIC 3174
Lot 1 PS 442474 Vol 10582 Fol 331**

In response to your request for property information 51 please find as follows.

PART 51 (1)

No Building Particulars under Council records for the last ten years.

<i>Statements under Reg 64(1)</i>	<i>No</i>	<i>Statements under Reg 231</i>	<i>No</i>
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- This property is not subject to any notices and/or orders or the like under the Building Act 1993.
- This advice does not cover possible covenants or 173 agreements which may affect this property.
- As of 1 December 2019, all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.

Commercial Notes

The maintenance of 'Essential Services' in all Commercial premises is required pursuant to Part 15 of Building Regulations 2018. Owner/Occupiers should be made aware of the obligations for the Health and Safety of building occupiers. Maintenance is required on a regular basis to ensure effective operation of equipment.

- **CIL Levy (Keysborough South Community Infrastructure) is not applicable to this property.**

Building Services Team

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 02 October 2025 03:47 PM

PROPERTY DETAILS

Address: **1/166 CHANDLER ROAD NOBLE PARK 3174**
Lot and Plan Number: **Lot 1 PS442474**
Standard Parcel Identifier (SPI): **1\PS442474**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **167390**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 89 H5**

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

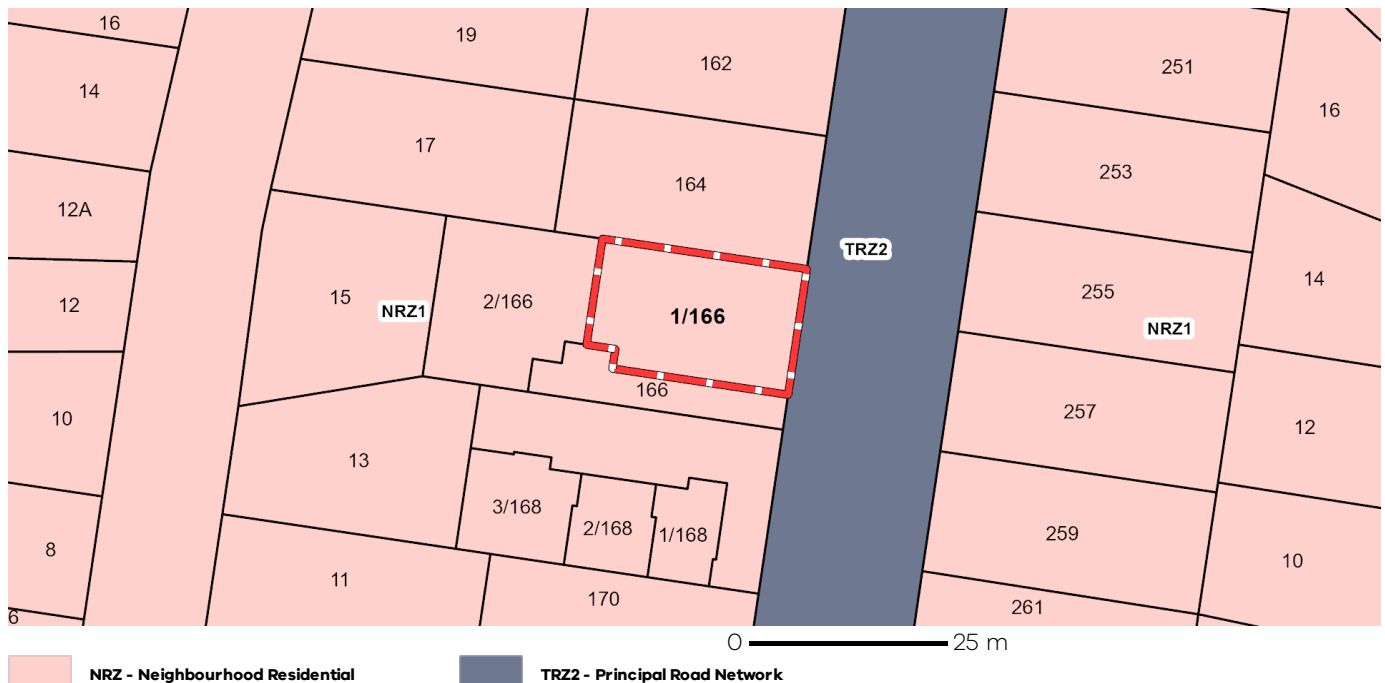
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **DANDENONG**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Country Fire Authority**

[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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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).

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

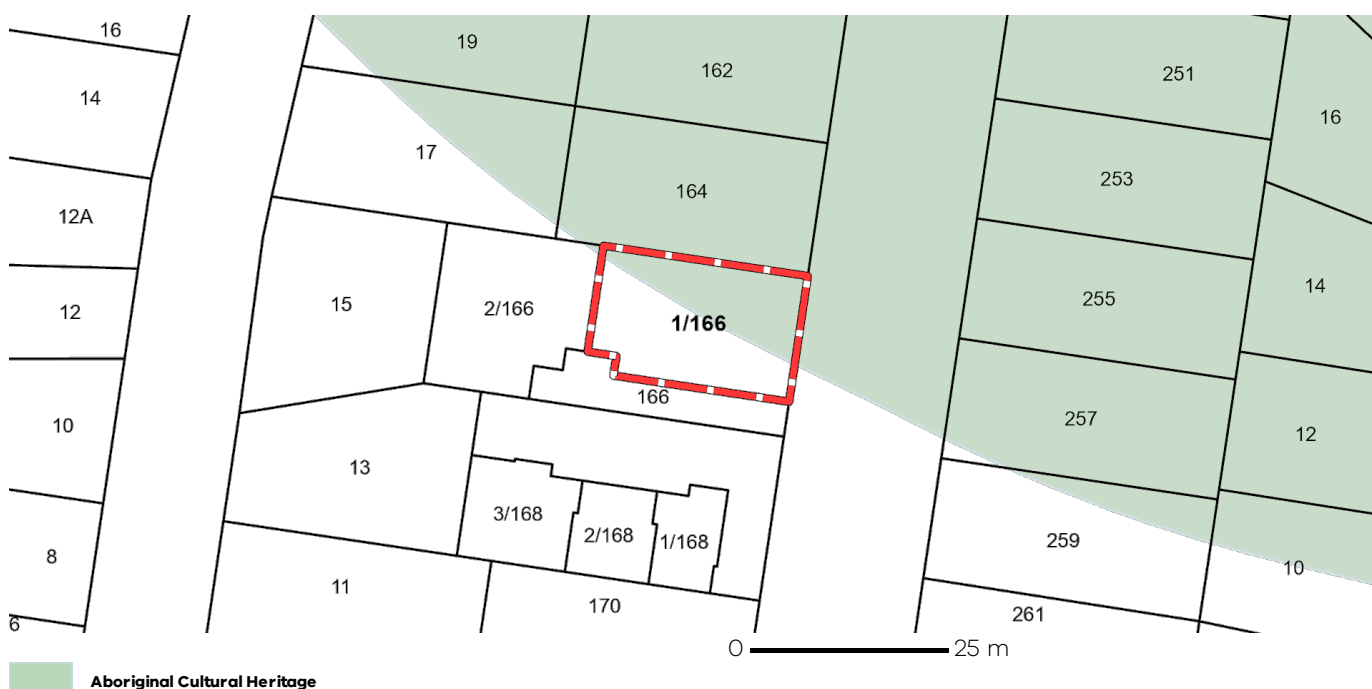
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 2 October 2025.

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

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

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

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

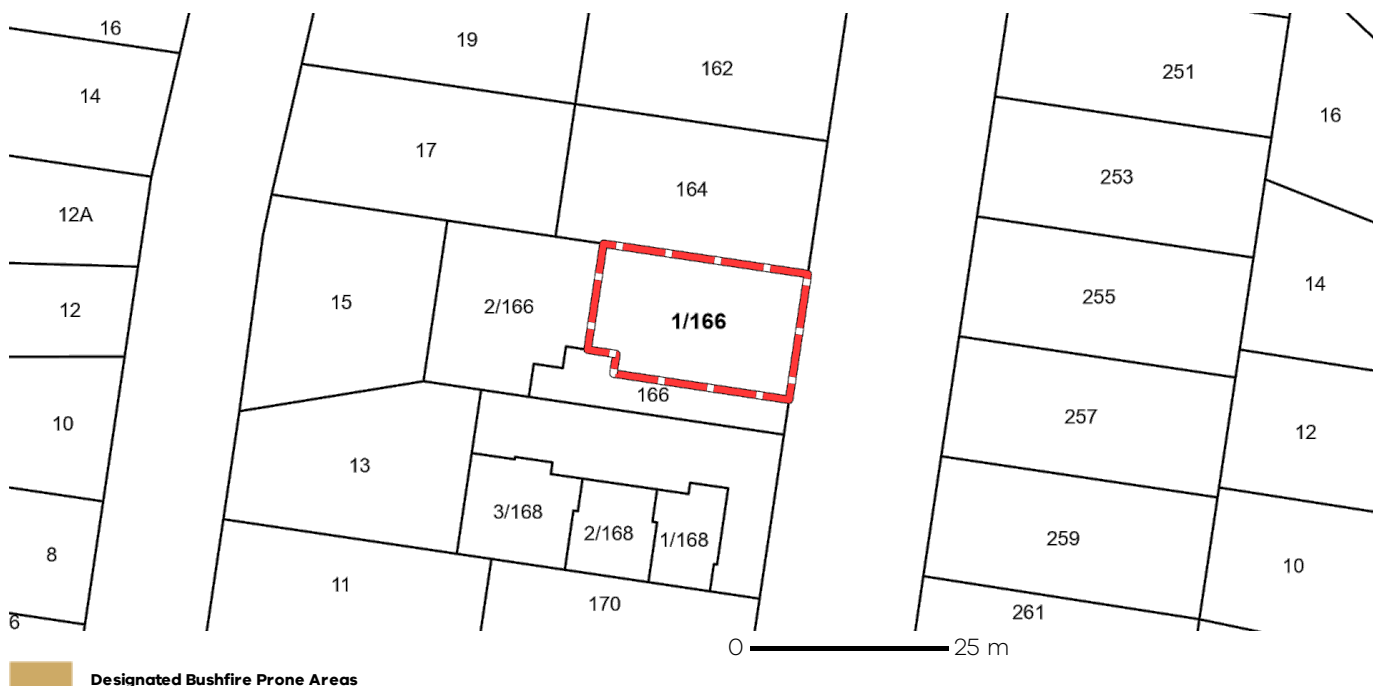
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Created at 02 October 2025 03:47 PM

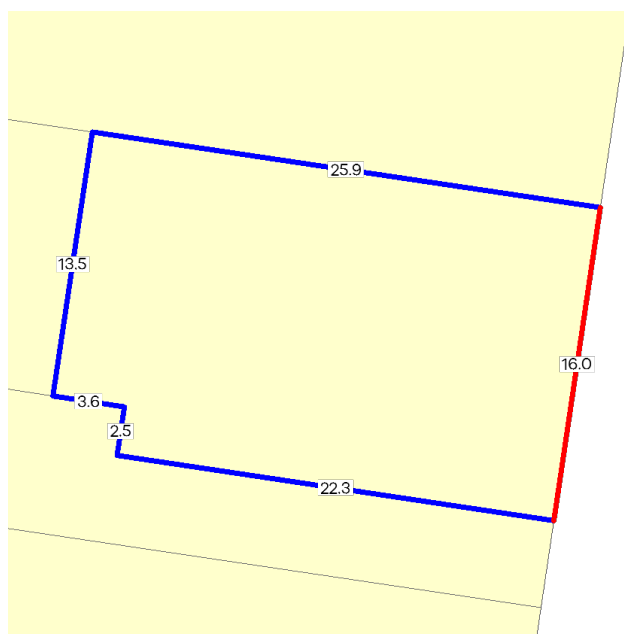
PROPERTY DETAILS

Address: **1/166 CHANDLER ROAD NOBLE PARK 3174**
 Lot and Plan Number: **Lot 1 PS442474**
 Standard Parcel Identifier (SPI): **1\PS442474**
 Local Government Area (Council): **GREATER DANDENONG**
 Council Property Number: **167390**
 Directory Reference: **Melway 89 H5**

www.greaterdandenong.com

SITE DIMENSIONS

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



Area: 405 sq. m

Perimeter: 84 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **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>

Area Map



Selected Property

G.F.C. REBLOCKING & UNDERPINNING



ABN: 65 807 204 785

General Foundation Contractors

8 Redland Drive, Mitcham Vic. 3132

Tel: (03) 9890 4858 • Fax: (03) 9754 5131 • Mobile: 0418 173 587

9595



CBU 4353
DBU 16973
NSW123229C

Name Mr. Juan Branco TELEPHONE 9.799.8564 / 0415 666292
Address 166 Chandler Rd Noble Park P/CODE _____
Job Address 15 Above P/CODE _____

CONTRACT AND SPECIFICATIONS OF WORKS

REDGUM STUMPS 100mm x 100mm ✓
CONCRETE STUMPS 100mm x 100mm ✓
STUMP HOLE DEPTH 450mm (minimum) ✓

SOLE PLATES 300mm x 150mm x 50mm ✓
CONCRETE PADS 300mm x 300mm x 150mm ✓

BEARER OR JOIST \$...25...per lin/m if req.

CONCRETE STUMPS ☒
REDGUM STUMPS ☒

FIT RO HARD WOOD

-
- ① CHANGE EXISTING RED GUM STUMPS TO CONCRETE STUMPS
 - ② PACK O/SIDE BRICK PIERS WHEN LEVELLING
 - ③ SOME INTERNAL CRACKING MAY OCCUR WHEN LEVELLING
 - ④ PUMP CONCRETE IN
 - ⑤ CARE WITH DUCTING HEATING

- Pull Up Floors & Carpets as needed. ☒
- Remove Base Boards, or supply New Base Boards @ \$ _____ per mt ☒
- Supply & Fit Cleats & Ant Caps to Stumps. ☒
- Remove Old Stumps from Site if req. ☒
- Draw Plans & Obtain Permit. ☒
- Lift & Level House as close to level of chimney if possible ☒
- Smoke Detectors Included if req. by Owner ☒

CASH SETTLEMENT ON COMPLETION

Contract Price \$ 7,700
Residue on Completion \$ 7,700
Total Price includes GST \$ 7,700
Council permits included in Contract Price (if applicable)

Signature _____
Signature Indicates GFC Quote is Accepted
Full Payment is Required on Completion of Work, Cash or Cheque only

CONDITIONAL SEVEN YEAR GUARANTEE

All work subject to Council approval. Please note:
we carry all necessary insurances for your protection

Date 26/5/2012
Received from Juan & Andrea Branco
the sum of 7700 Dollars
Cents, being full payment on Order No. _____

TAX INVOICE

1885
Paid by Council
7700
Balance \$1085

Galaxy S20