



# Contract of Sale of Land

**Property: Unit 5, 19 Tulip Crescent, Boronia VIC 3155**

**AUGHTERSONS LAWYERS PTY LTD**

INCORPORATED LEGAL PRACTICE ABN 28 165 246 819

267 Maroondah Highway (PO Box 211) Ringwood Victoria 3134

Tel: 9845 8200 Fax: 9879 1404 E-mail: [rae.abdulrahim@aughtersons.com.au](mailto:rae.abdulrahim@aughtersons.com.au)

Reference: Rae Abdul Rahim:251519



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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**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

**WARNING:** YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../20.....

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../20.....

**Print name(s) of person(s) signing:** .... Denny Burhan.....  
.....

State nature of authority, if applicable: Director of Anden Investment Pty Ltd ACN 607 704 361 .....

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: **O'BRIEN REAL ESTATE WANTIRNA**

Address: 207 Stud Road, WANTIRNA SOUTH VIC 3152

Email: abby.ivankovic@obrienrealestate.com.au

Tel: (03) 8820 8338 Mob: 0430 417 861 Ref: Abby Ivankovic

## VENDOR

Name: **ANDEN INVESTMENT PTY LTD**

Address: Unit 2, 16 Moorong Street, Chadstone Vic 3148

ABN/ACN: 18 607 704 361 / 607 704 361

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **AUGHTERSONS LAWYERS PTY LTD**

Address: 267 Maroondah Highway, Ringwood Vic 3134

Email: rae.abdulrahim@aughtersons.com.au

Tel: 9845 8200 Fax: 9879 1404 Ref: RAR:251519

## PURCHASER

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

## LAND (General Conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12373 Folio 569	5	PS841053M

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 5, 19 Tulip Crescent, Boronia Vic 3155**

## GOODS SOLD WITH THE LAND (General Condition 6.3(f)) *(list or attach schedule)*

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

## PAYMENT

Price \$ .....

Deposit \$ ..... by ..... / ..... / 20..... (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 ..... / ..... /20.....

## LEASE (General Condition 5.1)

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

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

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

## TERMS CONTRACT (General Condition 30)

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

**LOAN** (General Condition 20) **Not applicable at Auction**

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than \$ ..... Approval date: ..... / ..... /20.....

**BUILDING REPORT** **Not applicable at Auction**

☐ General Condition 21 applies only if the box is checked

**PEST REPORT** **Not applicable at Auction**

☐ General Condition 22 applies only if the box is checked

## Special Conditions

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

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

### Special condition 1 – Deletions and Amendments of General conditions

(a) The following General Conditions are deleted:-

- (i) General Condition 4 (Nomination)
- (ii) General Condition 9 (Consents);
- (iii) General Condition 12 (Builders Warranty); and
- (iv) General Condition 23.2(b) and 23.2(c) (Adjustments).

(b) General Condition 3 (Guarantee) is amended by replacing “if the purchaser is a proprietary limited company” with “in the form of the Guarantee and Indemnity in the form attached in Annexure 1 if the purchaser is not:-

- (i) a corporation listed on the Australian Stock Exchange;
- (ii) a trustee company authorised under the Trustee Companies Act 1984;
- (iii) a custodian or responsible entity authorised under the Corporations Act 2001 (Cth); or
- (iv) a Crown instrumentality constituted under a special act of Parliament condition 20 is amended by.”

(c) General Condition 14.11 (Deposit) is amended by adding “an Australian owned bank that is” after the word “means”.

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

(e) General condition 23 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

- (f) In General Condition 33 (Default Interest), the reference to “2%” is amended to read “4%”.

### **Special condition 2 – FIRB Approval**

- (a) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract.
- (b) If there is a breach of the warranty contained in this special condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- (c) This warranty and indemnity do not merge on completion of this contract.

### **Special Condition 3 - Nomination**

- (a) The Purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- (b) If the Purchaser makes a nomination within 14 days of the due date for settlement, the Purchaser shall be deemed to be in default under the Contract and:
  - (i) the Vendor shall not be required to effect settlement until 14 days after the Purchaser gives written notification to the Vendor of the nomination; and
  - (ii) the Purchaser shall pay the Vendor's legal costs and expenses as between solicitor and client in the sum of \$385.00 including GST.
- (c) If the nominee is a proprietary limited company, the Guarantee in the form set out in Annexure 1 attached to this Contract but including changes by reason of the nomination and executed by the Directors of the Nominee must be delivered to the Vendor's legal practitioners at the time of making the nomination.
- (d) If the words “margin scheme” are inserted into the GST clause in the Particulars of Sale, the Purchaser and Nominated Purchaser shall sign the document in Annexure 2 and shall provide the said Nomination Form to the Vendor no later than 14 days prior to the date of settlement.

### **Special condition 4 - Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the local Planning Scheme.

### **Special condition 5 – Buildings & Due Diligence**

- (a) The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not 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.
- (b) The purchaser acknowledges that the purchaser has received the Due Diligence Checklist under Section 33B of the Sale of Land Act 1962 and has made their own enquiries in reference to the checklist.

### **Special Condition 6- GST – Margin Scheme**

- (a) The parties acknowledge that the consideration for the sale of the property was negotiated on the basis that it is GST inclusive and that in calculating the GST the parties agree to apply the margin scheme to the sale as provided for in Div 75 of the GST Act (“the margin scheme”).
- (b) The Vendor warrants that it is registered for the purposes of the GST Law.



(c) Notwithstanding any other provision in this Contract, if the GST Act is amended and the Vendor is required to pay more GST on the Price than is required on the Day of Sale, then the Purchaser must pay that additional amount of GST to the Vendor at settlement.

#### **Special condition 7 – Completion of Purchaser's Duties Online Documentation**

- (a) The Purchaser must complete and sign the State Revenue Office's Duties Online Transferee Statement for this transaction no later than ten (10) business days prior to the settlement due date. Failure to effect same will constitute a breach of the Contract.
- (b) Should the purchaser breach the Contract pursuant to sub-clause (a) herein the Vendor will not be required to sign-off on the Duties Online Transferor statement until five (5) business days after the Purchaser rectifies the defect in sub-clause (a). During this time, any penalty interest and costs payable under the Contract will accrue and be payable by the Purchaser at settlement.

#### **Special condition 8 – Adjustment of Outgoings**

- (a) Where Outgoings (as defined in General Condition 23) are calculated on an area greater than the Land, the Purchaser must pay the proportion which the area of the Land bears to the total area of land to which the Outgoings relate.
- (b) The Purchaser must provide the Vendor with a correct Statement of Adjustments and current certificates in support of same no later than seven (7) business days prior to the settlement due date. Failure to effect same will constitute a breach of the Contract.
- (c) Should the purchaser breach the Contract pursuant to sub-clause (b) herein the Vendor will not be required to complete settlement until five (5) business days after the Purchaser rectifies the defect in sub-clause (b). During this time, any penalty interest and costs payable under the Contract will accrue and be payable by the Purchaser at settlement.

#### **Special condition 9 – Costs on default – settlement re-attendance**

- (a) In the event that a purchaser causes, by any act, omission or delay by the purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and or time, the purchaser shall be in breach of the contract.
- (b) The vendor gives notice to the purchaser and the purchaser hereby acknowledges that in the event that the purchaser breaches the Contract in the manner set out in sub-clause (a) above the vendor will, in addition to the losses and claim for damages the vendor is entitled to under this Contract, incur expenses which the purchaser acknowledges are reasonably foreseeable losses in the sum of \$495.00 (including GST) which the purchaser shall pay to the vendor on or prior to settlement being the vendor's legal costs and expenses as between solicitor and their own client.

#### **Special condition 10 – Reasonably foreseeable losses arising from breach**

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event that the Purchaser fails to complete the purchase of the Property by the due date under this Contract, in addition to any default interest chargeable on the balance of the purchase price, the Vendor will or may suffer the following losses and expenses which the Purchaser acknowledges are reasonably foreseeable losses and which the Purchaser shall pay to the Vendor on or prior to settlement:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between Solicitor and own Client;

- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (f) Any and all additional outgoings or charges for which the Vendor will be liable as a result of the Vendor remaining or being recorded as remaining owner of the property.

#### **Special condition 11 – Application of moneys received in event of default**

- (a) In the event of a breach of the contract by the Purchaser, any moneys paid by the Purchaser in rectification of a breach must be applied in the following order:
  - (i) Firstly, in payment of the vendor's legal costs arising out of and in relation to the breach;
  - (ii) Secondly, in payment of moneys due pursuant to General Condition 32(a) [reasonably foreseeable loss];
  - (iii) Thirdly, in payment of moneys due pursuant to General Condition 33 as amended by Special Condition 1(f) [penalty interest]; and
  - (iv) Lastly, in payment of the balance of moneys owing under the contract.

and the Purchaser shall not raise any requisition, lodge any objection action or claim, delay settlement or withhold moneys in relation to same.”

#### **Special Condition 12 – Connection of Utilities (“services”)**

The Vendor shall not be obliged to connect services to the Property. If the Vendor connects services to the Property the Purchaser must at settlement reimburse any connection fees paid by the Vendor.

#### **Special condition 13 – Auction**

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

#### **Special condition 14 – Not Applicable**

#### **Special condition 15 - No representations/ Entire Agreement**

It is hereby agreed between the parties that that the whole of the agreement between them is contained exclusively in this written Contract. The Purchaser acknowledges and warrants to the Vendor that when entering into this Contract it has not relied on any conditions, warranties or other representation made by the vendor or his Agent except such as are made conditions of this contract.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## 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 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

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

- 13.3 The vendor is taken to 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*.
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## Money

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

## **17. SETTLEMENT**

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

## **18. ELECTRONIC SETTLEMENT**

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



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

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

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

## **20. LOAN**

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

## **21. BUILDING REPORT**

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

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

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

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

## 25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## 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 authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

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

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

## **32. BREACH**

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

---

ANNEXURE 1

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

and ..... of .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said ..... )  
..... )  
Print Name..... ) .....

in the presence of: ..... ) Director (Sign)  
..... )  
Witness..... )

SIGNED SEALED AND DELIVERED by the said ..... )  
..... )  
Print Name..... ) .....

in the presence of: ..... ) Director (Sign)  
..... )  
Witness..... )

ANNEXURE 2

**SALE OF REAL ESTATE NOMINATION FORM AND  
AGREEMENT TO APPLY THE MARGIN SCHEME**

DATE OF CONTRACT:

PROPERTY: unit 5, 19 Tulip Crescent, Boronia VIC 3155

VENDOR: ANDEN INVESTMENT PTY LTD ACN 607 704 361

PURCHASER(S):

NOMINEE(S):

of \_\_\_\_\_

As the Property is expressed as sold to the Purchaser and/or nominee, (or words of like effect) or where the Purchaser has determined to nominate a substitute or additional Purchaser, then pursuant to the conditions of the contract the Purchaser Nominates the Nominee as substitute or additional Purchaser to take a transfer or conveyancer in lieu of the Purchaser.

The Purchaser and the Nominee acknowledge that they will be jointly and severally liable for the due performance of the obligations of the Purchaser under the contract and payment of any other expenses resulting from this Nomination (including duty).

The Vendor and the Purchaser and Nominated and Substitute Purchaser agree that the Vendor shall apply the **Margin Scheme** in relation to the sale of the property.

Date of Nomination:                      day of                      , 2025

Signature of Vendor(s)

.....

ANDEN INVESTMENT PTY LTD ACN 607 704 361

Signature of Purchaser(s) or Directors for Purchaser

.....

Signature of Nominee(s) or Directors for Purchaser

.....



**Vendor:**

**Anden Investment Pty Ltd  
ACN 607 704 361**

**Property:**

**Unit 5, 19 Tulip Crescent,  
Boronia VIC 3155**

---

## **SECTION 32 STATEMENT**

---



**AUGHTERSONS LAWYERS PTY LTD**  
INCORPORATED LEGAL PRACTICE ABN 28 165 246 819  
267 Maroondah Highway (PO Box 211) Ringwood Victoria 3134  
Tel: 9845 8200 Fax: 9879 1404

E-mail: [rae.abdulrahim@aughtersons.com.au](mailto:rae.abdulrahim@aughtersons.com.au)  
Reference: Rae Abdul Rahim:251519

# SECTION 32 STATEMENT

Statement under Section 32 Sale of Land Act 1962.

**Property: Unit 5, 19 Tulip Crescent, Boronia VIC 3155**

## 1. FINANCIAL MATTERS

### 1.1 Outgoings

Particulars of any rates, taxes, charges or other similar outgoings AND any interest payable on them:

- (a) Their amounts are contained in the attached Certificates.
- (b) The amounts (including any Owner corporation levies) which the purchaser may be liable for as a consequence of the purchase of which the Vendor might reasonably be expected to have knowledge other than those in 1.1 (a).

At settlement, outgoings will be adjusted between the parties so that they each bear the proportion of outgoings applicable to their respective periods of ownership of the property.

### 1.2 Charges

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

None to the Vendor's knowledge save for those, if any, included in the attached certificates.

### 1.3 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 property clearance certificate or council land information certificate.

AVPCC 120 - The AVPCC allocated to the land is not a qualifying use.

- (b) The land is not tax reform scheme land within the meaning of the CIPT Act.
- (c) The entry date within the meaning of the CIPT Act is: Not applicable

## 2 INSURANCE

### 2.1 Risk of Damage and Destruction

Where the Contract 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, provide particulars of any policy of insurance maintained by the vendor in respect of damage or destruction of the land:

Not applicable.

### 2.2 Owner Builder

Where there is a residence on the land that was constructed within the preceding 6 years and Section 137B of the *Building Act* 1993 applies, provide particulars of the required insurance:

Not applicable.

## 3 LAND USE

### 3.1 Restrictions

- (a) Description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered).

Are attached in the copies of title documents and attached certificates and documents.

- (b) Particulars of any existing failure to comply with the terms of the easement, covenant or other similar restriction.

Are as follows: None to the Vendor's knowledge.

- (c) The Purchaser should note that there may be sewers, drains, water pipes, underground and or overhead electricity cables, underground and or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the title.

### **3.2 Bushfire**

The land is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

### **3.3 Road Access**

There is access to the property by road.

### **3.4 Planning Scheme**

Particulars are set out in the attached Certificate.

## **4. NOTICES**

### **4.1 Notices, orders, declarations or recommendations**

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 as follows: Save as disclosed herein, none to the Vendor's knowledge however the Vendor has no means of knowing all decisions of government and other authorities unless such decisions have been communicated to the Vendor.

### **4.2 Agricultural chemicals**

Particulars of any 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:

Not applicable.

### **4.3 Compulsory Acquisition**

Particulars of any notice of intention to acquire under Section 6 of the *Land Acquisition and Compensation Act 1986*:

Not applicable.

## **5. BUILDING PERMITS**

Particulars of any building permits issued under the *Building Act 1993* during the past 7 years (only applicable if there is a residence on the land).

Are as attached certificates and documents..

## **6. OWNERS CORPORATION**

The land is not affected by an Owners Corporation under the *Owners Corporation Act 2006*.

## **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTIONS ("GAIC")**

### **7.1 Work-in-kind Agreement**

If the Land is subject to a Work-in-Kind Agreement:

Not applicable.

## 7.2 GAIC Recording

If the Land is subject to a GAIC Recording:

Not applicable.

## 8. SERVICES

Specify if any of the following services are NOT connected to the land:

Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage supply	Connected
Telephone Services	Not connected

Note: Connected indicates that the service is provided by an authority and operating on the date of sale. The purchaser should note that the vendor may terminate their account with the service provider before settlement and the purchaser will have to arrange for the service to be reconnected.

## 9. TITLE

### 9.1 Title documents

Attached are copies of the following documents concerning Title:

#### **Torrens Title**

A Register Search Statement and the documents referred to as the diagram location in the Register Search Statement that identifies the land and its location.

### 9.2 Evidence of right to sell

Where the vendor is not the registered proprietor of the land, evidence of the vendor's right or power to sell:

Not applicable.

## 10. GST WITHHOLDING

Where there is a sale of residential premises or potential residential land included on a property subdivision plan (other than a sale of commercial residential premises or where the purchaser is registered for GST and acquires the land for a creditable purpose), the Vendor must give written notice as to whether the purchaser is required to withhold GST pursuant to Section 14-250 of the Taxation administration Act (Cth) 1953 ("the Cth Act"):

The purchaser **IS** required to withhold an amount under the Cth Act and the information required pursuant to Section 14-255 of the Cth Act are as follows:

- (i) Vendor's full name: Anden Investment Pty Ltd ACN 607 704 361
- (ii) Vendor's ABN: 18 607 704 361
- (iii) The amount the purchaser must pay to the Commissioner of Taxation: 7% of the sale price.
- (iv) The time the purchaser must pay the amount: At settlement of the sale or on the date that any part of the purchase price is paid.
- (v) If some or all of the consideration for the supply will not be expressed as an amount of money – the GST inclusive market value of so much of the consideration that is not expressed as an amount of money: Not applicable.

## 11. DUE DILIGENCE CHECKLIST

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

## VENDOR EXECUTION

DATE OF THIS STATEMENT:                         /                         /2025

Signature of Vendor(s):

Vendors' Names: Anden Investment Pty Ltd ACN 607 704 361

## PURCHASER'S ACKNOWLEDGEMENT

DATE OF ACKNOWLEDGEMENT:                      /                      /2025

The Purchaser acknowledges being given this Statement signed by the vendor with the attached documents before the purchaser signed any Contract.

Signature of Purchaser(s):

.....

Purchaser's Name(s):

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

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

VOLUME 12373 FOLIO 569

Security no : 124126261477S  
Produced 16/07/2025 12:23 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 841053M.  
PARENT TITLES :  
Volume 07767 Folio 142      Volume 12097 Folio 676  
Created by instrument PS841053M 13/05/2022

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ANDEN INVESTMENT PTY LTD of UNIT 2 16 MOORONG STREET CHADSTONE VIC 3148  
PS841053M 13/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT364701Y 24/06/2020  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

MORTGAGE AZ087876C 28/04/2025  
BLUE STREAK PRIVATE FUNDING 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 PS841053M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ078610U (E)	CAVEAT	Registered	23/04/2025
AZ086834A (E)	NOMINATION OF ECT TO LC	Completed	24/04/2025
AZ087876C (E)	MORTGAGE	Registered	29/04/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 5 19 TULIP CRESCENT BORONIA VIC 3155






ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 29/04/2025

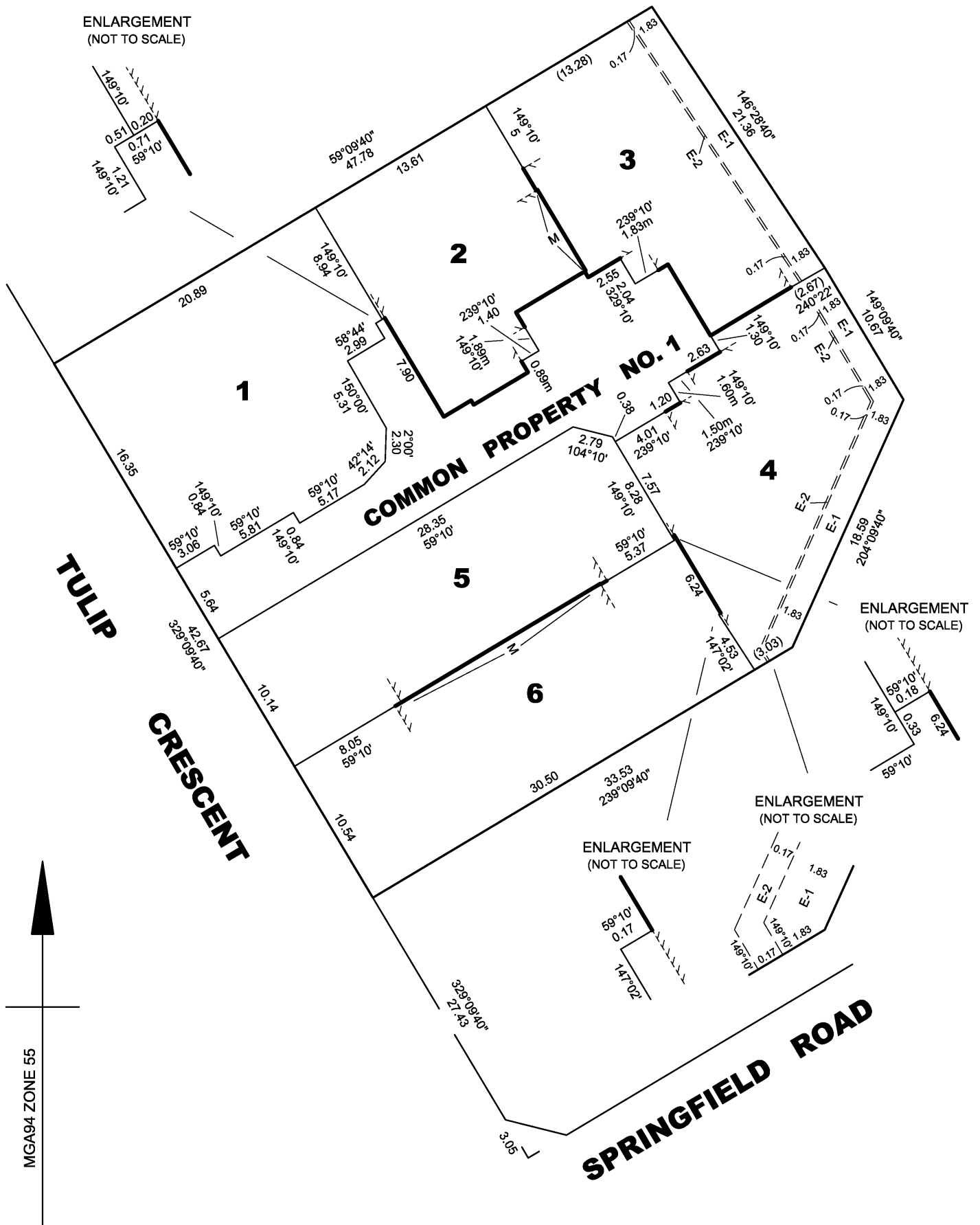
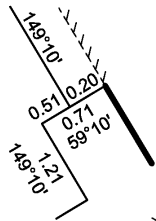
DOCUMENT END

The information supplied by Affinity Search internal has been obtained from Dye & Durham Solutions Pty Ltd by agreement between them. The information supplied has been obtained by Dye & Durham Solutions Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION			EDITION 1		PS 841053 M					
<div>LOCATION OF LAND</div> <div>PARISH: SCORESBY</div> <div>TOWNSHIP: -----</div> <div>SECTION: -----</div> <div>CROWN ALLOTMENT: 57 A1 (PART) &amp; 57 A2 (PART)</div> <div>CROWN PORTION: -----</div> <div>TITLE REFERENCE: Vol.7767 Fol.142 Vol.12097 Fol.676</div> <div>LAST PLAN REFERENCE: LOT 258 &amp; 259, LP 12024</div> <div>POSTAL ADDRESS: 19 &amp; 21 TULIP CRESCENT (at time of subdivision) BORONIA, 3155</div> <div>MGA CO-ORDINATES: E: 348640 ZONE: 55 (of approx centre of land N: 5807715 GDA 94 in plan)</div>			<div>Council Name: Knox City Council</div> <div>Council Reference Number: CRT/2020/8190 Planning Permit Reference: P/2020/6734 SPEAR Reference Number: S168561T</div> <div>Certification</div> <div>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 18/03/2022</div> <div>Statement of Compliance</div> <div>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</div> <div>Digitally signed by: Marina Paola Pegoraro for Knox City Council on 12/04/2022</div>							
<div>VESTING OF ROADS AND/OR RESERVES</div> <table><tr><td>IDENTIFIER</td><td>COUNCIL/BODY/PERSON</td></tr><tr><td>NIL</td><td>NIL</td></tr></table> <div>NOTATIONS</div> <div>DEPTH LIMITATION NIL.</div> <div>SURVEY: This plan is based on survey.</div> <div>STAGING: This is not a staged subdivision. Planning Permit No.</div> <div>This survey has been connected to Scoresby PM 170.</div> <div>In Proclaimed Survey Area No.</div>			IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	<div>NOTATIONS</div> <div>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</div> <div>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</div> <div>Median Boundaries marked M</div> <div>Exterior Face All other boundaries</div> <div>    DEFINES A FEATURE, NOT A BOUNDARY.</div> <div>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</div> <div>For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.</div>			
IDENTIFIER	COUNCIL/BODY/PERSON									
NIL	NIL									
EASEMENT INFORMATION										
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)										
Easements & Rights pursuant to Section 12(2) of the Subdivision Act 1988 apply to the land in this plan.										
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of						
E-1	DRAINAGE	1.83	LP 12024	LOTS ON LP 12024						
E-1	SEWERAGE	1.83	THIS PLAN	SOUTH EAST WATER CORPORATION						
E-2	SEWERAGE	0.17	THIS PLAN	SOUTH EAST WATER CORPORATION						
AMS CONSULTING LAND SURVEYORS SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153 PO BOX 6141, WANTIRNA MALL, 3152 TELEPHONE: (03) 9720 5001 FACSIMILE: (03) 9720 5001 MOBILE: 0418 361 193 EMAIL: amso@bigpond.net.au			SURVEYORS FILE REF: 4399 4399SPEARSUBD3SHVER4.dwg		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2				
 ACN 058 815 993			Digitally signed by: Andrew Malcolm Smith, Licensed Surveyor, Surveyor's Plan Version (Version 4), 07/04/2022, SPEAR Ref: S168561T		PLAN REGISTERED TIME: 8:25 AM DATE: 13/05/2022					
					C.BURGE Assistant Registrar of Titles					

**PS 841053 M**

ENLARGEMENT  
(NOT TO SCALE)



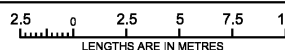
**AMS CONSULTING LAND SURVEYORS**

SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153  
PO BOX 6141, WANTIRNA MALL, 3152  
TELEPHONE: (03) 9720 5001  
FACSIMILE: (03) 9720 5001  
MOBILE: 0418 361 193  
EMAIL: amso@bigpond.net.au



ACN 058 815 993

SCALE  
1:250



Digitally signed by: Andrew Malcolm Smith, Licensed Surveyor,  
Surveyor's Plan Version (Version 4),  
07/04/2022, SPEAR Ref: S168561T

ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by:  
Knox City Council,  
12/04/2022,  
SPEAR Ref: S168561T

REF: 4399 4399SPEARSUBD3SHVER4.dwg





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 16/07/2025 12:24:44 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS841053M**

The land in PS841053M is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 2 - 4.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

19-21 TULIP CRESCENT BORONIA VIC 3155

OC055486K 13/05/2022

### 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:

OC055486K 13/05/2022

### 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 2	100	100
Lot 3	100	100
Lot 4	100	100
<b>Total</b>	<b>300.00</b>	<b>300.00</b>

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

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## Owners Corporation Search Report

Produced: 16/07/2025 12:24:44 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS841053M**

Statement End.

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 16 July 2025 12:18 PM

## PROPERTY DETAILS

Address: **5/19 TULIP CRESCENT BORONIA 3155**  
Lot and Plan Number: **Lot 5 PS841053**  
Standard Parcel Identifier (SPI): **5\PS841053**  
Local Government Area (Council): **KNOX**  
Council Property Number: **184898**  
Planning Scheme: **Knox**  
Directory Reference: **Melway 64 J10**

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

[Planning Scheme - Knox](#)

## UTILITIES

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

## STATE ELECTORATES

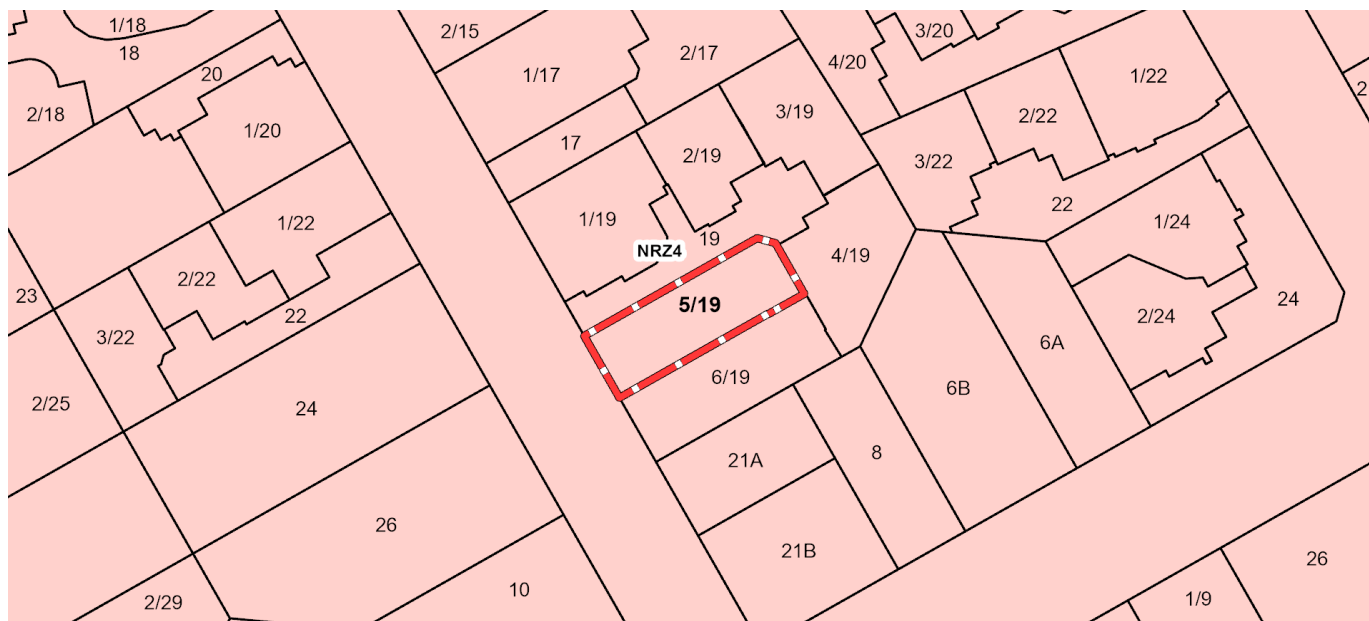
Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **BAYSWATER**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)



**NRZ - Neighbourhood Residential**

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

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### VEGETATION PROTECTION OVERLAY (VPO)



## Further Planning Information

Planning scheme data last updated on 11 July 2025.

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 16 July 2025 12:18 PM

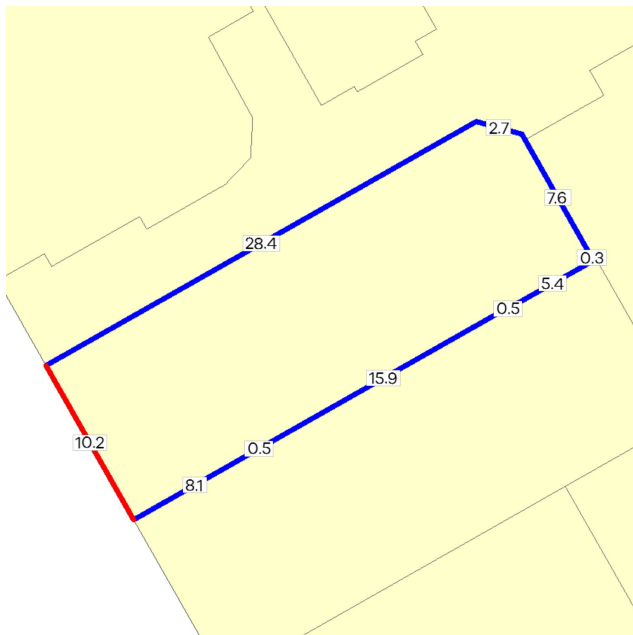
## PROPERTY DETAILS

Address: **5/19 TULIP CRESCENT BORONIA 3155**  
Lot and Plan Number: **Lot 5 PS841053**  
Standard Parcel Identifier (SPI): **5\PS841053**  
Local Government Area (Council): **KNOX**  
Council Property Number: **184898**  
Directory Reference: **Melway 64 J10**

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

## SITE DIMENSIONS

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



**Area:** 308 sq. m

**Perimeter:** 80 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.

2 overlapping dimension labels are not being displayed

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **BAYSWATER**

## 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>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1157386

## APPLICANT'S NAME & ADDRESS

DANIELA MIRANDA C/- GXS  
DOCKLANDS

## VENDOR

ANDEN INVESTMENT PTY LTD

## PURCHASER

-

## REFERENCE

251519

This certificate is issued for:

LOT 5 PLAN PS841053 ALSO KNOWN AS 5/19 TULIP CRESCENT BORONIA  
KNOX CITY

The land is covered by the:

KNOX PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/knox>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
<http://vhd.heritage.vic.gov.au/>

16 July 2025

**Sonya Kilkeny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)





Daniela Miranda  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
UNIT 5 LOT 5 19 TULIP CRESCENT  
BORONIA 3155  
5 PS 841053

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
56L/17526/00871	LANDATA CER 77446645-025-8	16 JULY 2025	49806148

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2025 to 30/09/2025	\$22.45
<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2025 to 30/09/2025	\$31.25

### (b) By South East Water

<b>Water Service Charge</b>	01/07/2025 to 30/09/2025	\$21.97
<b>Sewerage Service Charge</b>	01/07/2025 to 30/09/2025	\$100.41
<b>Subtotal Service Charges</b>		<b>\$176.08</b>
<b>Payments</b>		\$0.03
<b>TOTAL UNPAID BALANCE</b>		<b>\$176.05</b>

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

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

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

## 2. Encumbrance Summary

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

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

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

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

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

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

## **Important Warnings**

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

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

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

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

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

## **3. Disclaimer**

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

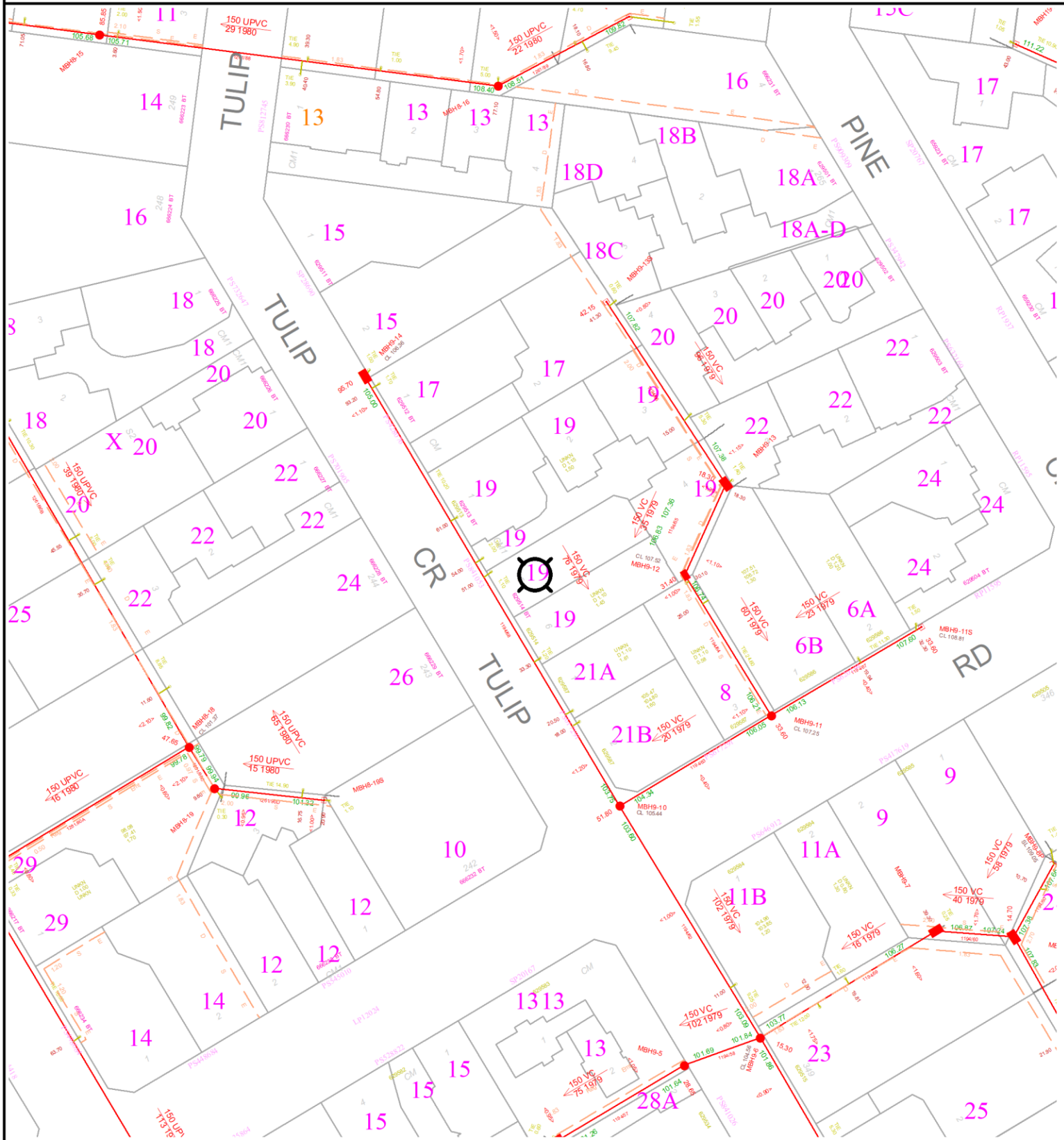
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
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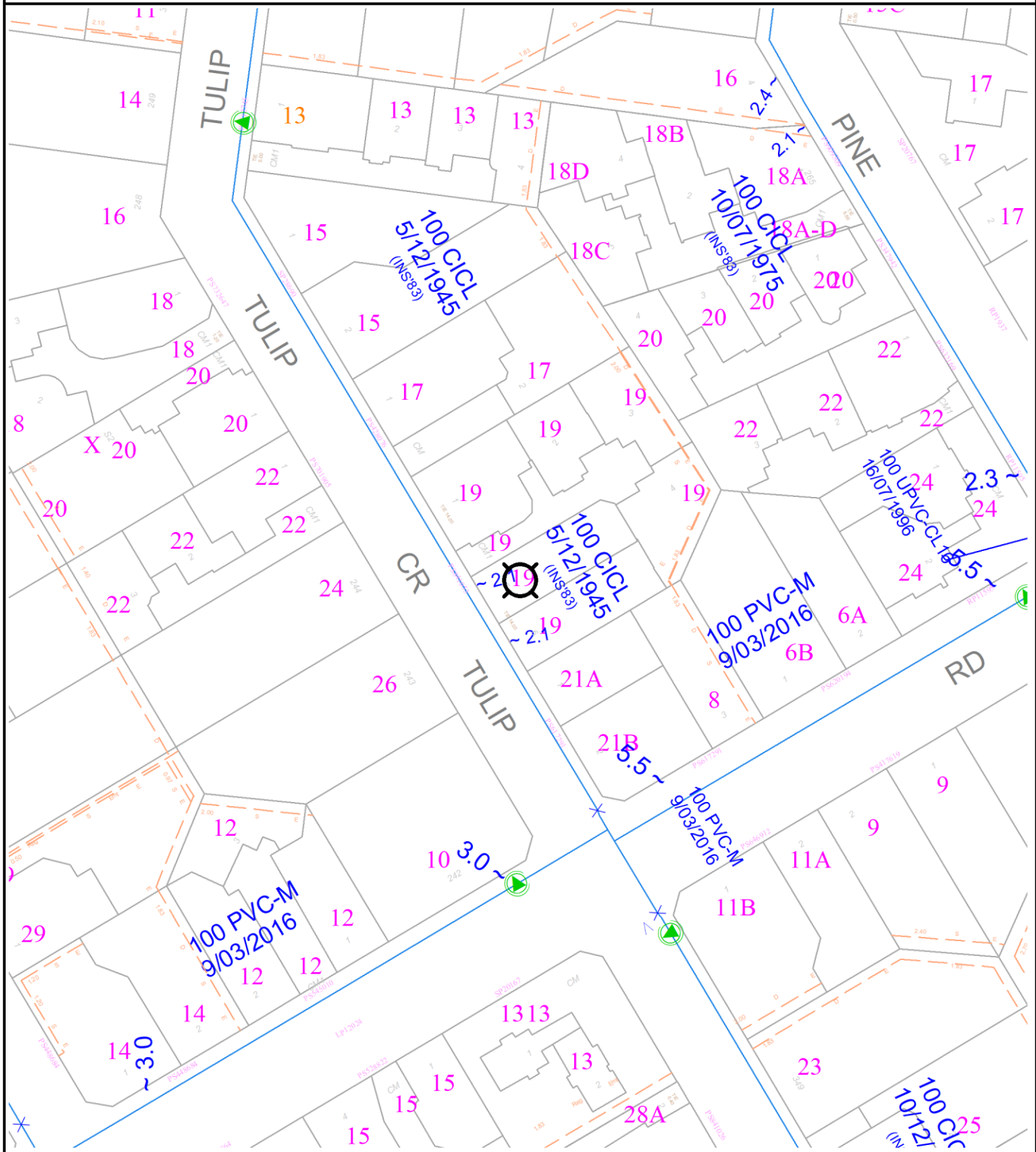


**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions.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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.





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

<b>LEGEND</b> Title/Road Boundary Proposed Title/Road Easement	Subject Property Water Main Valve Water Main & Services	Hydrant Fireplug/Washout Offset from Boundary
-------------------------------------------------------------------------	---------------------------------------------------------------	-----------------------------------------------------

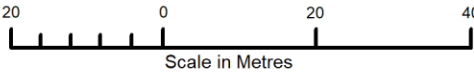


ASSET INFORMATION - RECYCLED WATER

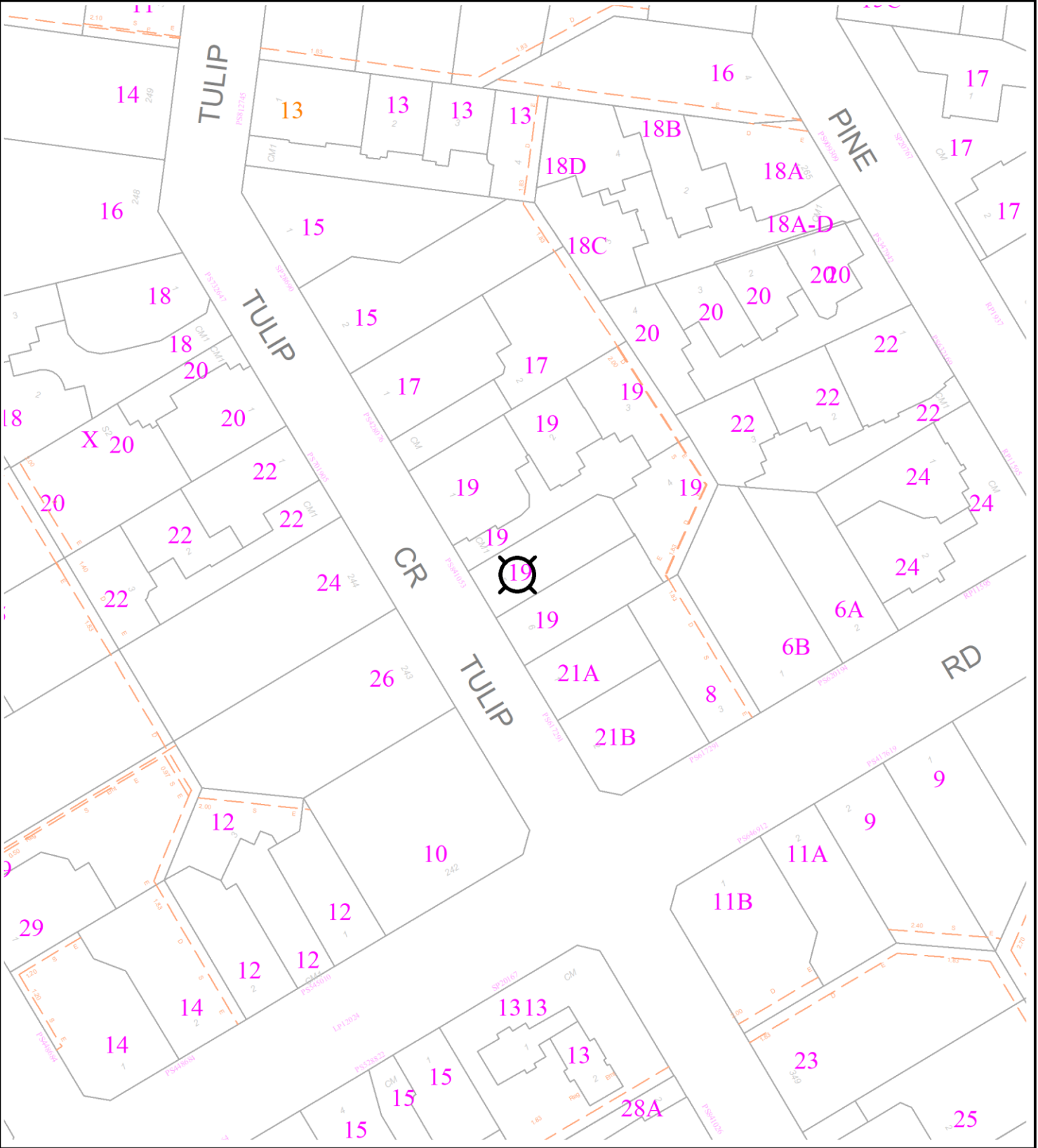
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 5 UNIT 5 19 TULIP CRESCENT BORONIA 3155

Case Number: 49806148



Date: 16JULY2025



# Knox City Council Land Information Certificate

For the period 1 July 2025 to 30 June 2026

Section 121 Local Government Act 2020

Local Government (Land Information) Regulations 2021



Landata (Web Service)  
LEVEL 12/2 Lonsdale St  
MELBOURNE VIC 3000

**Applicant reference** 77446645-016-6:57356  
**Issue date** 16-Jul-2025  
**Certificate number** 108851  
Page 1 of 2  
**Verbal update** 03 9298 8000

## Certificate validity

This certificate is **valid for 3 months** from the issue date as shown above.

Verbal updates can be obtained within 3 months by calling Council on 03 9298 8000.

No updates or confirmations will be provided by Council after the 3 months and a new application must be submitted to Council once expired.

## Property and valuation details

<b>Property location</b>	5/19 Tulip Crescent BORONIA VIC 3155		
<b>Property title details</b>	Lot 5 PS 841053		
<b>AVPCC</b>	120 Single Unit Villa Unit Townhouse		
<b>Valuation type</b>	Site value	Capital Improved value	Net Annual value
<b>Current year valuations</b>	\$215,000	\$715,000	\$35,750
<b>Valuations effective from</b>	01/07/2025		
<b>Valuations relevant date</b>	01/01/2025		

Rates and charges		Levied	Balance
Overdue as at 30/6/2025 (rates, waste, interest, fire service, land clearance)			\$0.00
Penalty interest charges balance		\$0.00	
Legal costs balance		\$0.00	
Municipal Rates		\$1,082.50	
Residential Waste Charges		\$415.15	
Optional Organics Waste Charges		\$0.00	
		\$	
Emergency Services Volunteers Fund		\$259.65	
<b>Sub total</b>		\$1,757.30	<b>\$1,757.30</b>
Less Pensioner concession/rebate		\$0.00	
Less Payments received		\$0.00	
<b>Total balance payable</b>			<b>\$1,757.30</b>



**BILLER CODE:** 18077

**REF. NO.** 184898 6

**Penalty interest charges at 10%** will be added if the total due is not received by 15 February 2026 and will continue to accrue until paid in full.

If paying by four instalments, penalty interest charges will be added on each instalment that is not paid by its due date until it is paid.

## Additional notes.

Nil



This certificate **provides** information regarding valuations, rates, charges, other monies owing and any orders and notices made under the *Local Government Act 1958*, *Local Government Act 1989*, *Local Government Act 2020* or under a local law or by law of the Council.

This certificate **is not required** to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority. A fee may be charged for such information.

**All overdue amounts are to be paid at sale settlement** as per section 175 of the *Local Government Act 1989*.

**Property location** Lot 5 PS 841053

**Flood level.**

This Council does not specify flood levels.

Information regarding any designated flood level can be obtained from Melbourne Water.

**Notices, orders and potential liabilities.**

During the high fire danger period all owners of vacant land are issued with written directions to clear any fire hazards on their land. Although there may be no charge shown on this Certificate it is possible that a charge will exist by the settlement date.

There are no conditions associated with this property.

We have received the fee sum of **\$30.60** for this certificate.



Delegated Officer: . Zoran Krstevski

Authorised By: Sandra Furmston

# Property Clearance Certificate

## Land Tax



DANIELA MIRANDA

Your Reference:	LD:77446645-013-5.251519
Certificate No:	92285096
Issue Date:	16 JUL 2025
Enquiries:	ESYSPROD

Land Address:	UNIT 5, 19 TULIP CRESCENT BORONIA VIC 3155
---------------	--------------------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49038783	5	841053	12373	569	\$0.00

Vendor: ANDEN INVESTMENT PTY LTD  
Purchaser: -

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ANDEN INVESTMENT PTY LTD	2025	\$225,000	\$1,051.12	\$0.00

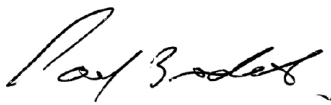
Comments: Land Tax of \$1,051.12 has been assessed for 2025, an amount of \$1,051.12 has been paid.

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):	\$725,000
SITE VALUE (SV):	\$225,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 92285096

---

## 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 = \$975.00

Taxable Value = \$225,000

Calculated as \$975 plus ( \$225,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,250.00

Taxable Value = \$725,000

Calculated as \$725,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92285096

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 92285096

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



DANIELA MIRANDA

**Your Reference:** LD:77446645-013-5.251519

**Certificate No:** 92285096

**Issue Date:** 16 JUL 2025

**Enquires:** ESYSPROD

**Land Address:** UNIT 5, 19 TULIP CRESCENT BORONIA VIC 3155

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49038783	5	841053	12373	569	\$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:** \$725,000

**SITE VALUE:** \$225,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92285096

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



DANIELA MIRANDA

Your Reference:	LD:77446645-013-5.251519
Certificate No:	92285096
Issue Date:	16 JUL 2025

Land Address:	UNIT 5, 19 TULIP CRESCENT BORONIA VIC 3155				
Lot	Plan	Volume	Folio		
5	841053	12373	569		
Vendor:	ANDEN INVESTMENT PTY LTD				
Purchaser:	-				
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: 92285096

## 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

<p><b>BPAY</b></p> <p></p> <p>Billers Code: 416073 Ref: 92285097</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p></p> <p>Ref: 92285097</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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16 July 2025

**Property Information Certificate**  
BUILDING ACT 1993  
**Building Regulations 2018 (Regulation 51)**

Landata (Web Service)  
LEVEL 12/2 Lonsdale St  
MELBOURNE VIC 3000



<b>Property Address:</b>	Lot 5 PS 841053 5/19 Tulip Crescent BORONIA VIC 3155
<b>Your Ref:</b>	77446645-018-0:57355
<b>Council Ref:</b>	20031308

Details of any Permit or Certificate of Final Inspection issued by Council in the preceding ten (10) years:  
**No discoveries have been made.**

Details of any Permit or Certificate of Final Inspection issued by Private Building Surveyors in the preceding ten (10) years:

<b>Building Permits and Occupancy Permit/Final Certificates</b>				
<b>Council Reference</b>	<b>Final/Occ No</b>	<b>Description of Building Works</b>	<b>Approved By</b>	<b>Issue/Approval Date</b>
PBSS30/2020/1280	FC: 8847071619391	Demolition of dwellings and outbuildings	Diverse Building Surveyors	09-Jan-2021
PBSS30/2021/488	OP: 7864659529058	Four single storey, two double storey dwellings and garages	Watershed Building Consultants	20-Dec-2021

Details of any current Notice or Order issued by the relevant building surveyor under the Building Act:  
**No discoveries have been made.**

**Important:** There may be other building regulatory matters currently under investigation that are not listed. It is recommended to enquire with the property owner or agent whether there are any other outstanding building compliance matters to be addressed (including illegal building works, swimming pool and spa safety matters).



Details of any consents for demolition issued:

Report and consent Section 29a Demolition consent				
Council Reference	Description	Approved By	Decision	Issue Date
RC/2020/570	Complete demolition of existing house.	Jason McNulty BSU 40204 Municipal Building Surveyor	Consent to proposed demolition is given	19-Oct-2020

We trust the above information will be of assistance. For further information please contact us on 03 9298 8125.

Regards,

Business Support - City Planning and Building  
Knox City Council

For further information about this property you can also visit: [Property and parcel search \(land.vic.gov.au\)](https://land.vic.gov.au)

**FORM 2**  
Regulation 37(1)  
**Building Act 1993**  
Building Regulations 2018

**BUILDING PERMIT No. 7864659529058 ISSUED 15/04/2021**  
**JOB NUMBER: 20/02886**

**Issued to**

Agent of owner **Lindsay English of Brownhill Homes P/L**  
Postal address **Factory 3, 515 Maroondah Hwy, RINGWOOD**  
Email **reception@brownhillhomes.com.au**

Telephone **9879 1791**  
Postcode **3134**  
ACN (if applicable)

**Ownership details**

Owner **Anden Investment Pty Ltd**  
Postal address **2/16 Moorong Street, CHADSTONE**  
Email **denny.burhan@hotmail.com**

Telephone **0478 402 076**  
Postcode **3148**  
ACN (if applicable)

**Property details**

Number **19-21** Street/road **Tulip Crescent**  
Lot/s **258 & 259** LP/PS **LP12024**  
Crown allotment Section  
Municipal district **Knox City Council**

City/suburb/town **BORONIA**  
Volume **7767 & 12097**  
Parish

Postcode **3155**  
Folio **142 & 676**  
County

**Builder**

Name **Brownhill Homes P/L**  
Address **Factory 3, 515 Maroondah Hwy, RINGWOOD**  
Building practitioner registration no. **CDB-U 53096**

Telephone **9879 1791**  
Postcode **3134**  
ACN **087 309 877**

This builder is specified under section 24B (4) of the Building Act 1993 for the building work to be carried out under this permit.

**Natural person for service of directions, notices and orders**

Name **Chris Brownhill**  
Address **Factory 3, 515 Maroondah Hwy, RINGWOOD**

Telephone **9879 1791**  
Postcode **3134**

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Company Name	Category / Class	Personal Reg No.	Company Reg No.
Brett Patching	Linedesign Design and Drafting Services	Drafting	DP-AD 1911	
Geoffrey Bird	Geoffrey L Bird & Associates P/L	Civil Engineer	EC 1052	
Raymond Walsh	Rapawa Civil Services Pty Ltd	Civil Engineer	EC 65956	

**Details of domestic building work insurance**

The issuer or provider of the required insurance policy is **VMIA** and the policy number is **C587912 - C587917**.

**Details of relevant planning permit**

Planning permit no. **P/2019/7398** Date of grant of planning permit. **08/01/2021**

**Nature of building work**

Description of building work **four single storey and two double storey dwellings, garages and retaining walls**  
Storey Contained **2**  
Version of BCA applicable to permit **NCC 2019 Volume 2**  
Cost of building work for project: **\$1,750,408**  
Stage of building work permitted **all**  
Cost of building work for this stage: **\$1,750,408**  
Total floor area of new building work **978 m<sup>2</sup>**

**Protection work**

Protection work is not required in relation to the building work proposed in this permit.

## Building Classification

BCA	BCA Description	NOW	Part
1a(a)	Detached house	New Building	All
1a(b)	One or more attached dwellings	New Building	All
10a	Garage, carport, shed or storage facility	New Building	All of attached garages
10b	Fence, mast or antenna, wall, swimming pool	New Building	Retaining wall

## Prescribed reporting authorities

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

Date Approved	Authority	Matter	Regulation
14 Dec 2020	Council	LPOD info from Council	133
27 Feb 2020	Council	Consent to build over easement	130
26 Feb 2020	Sewer Authority	Consent to build over easement	130

## Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

**Performance Requirements P2.1 (Structural Reliability) and P2.2.2 (Weatherproofing) of the National Construction Code Series Building Code Of Australia 2019 Volume 2 - To allow 'EasyLap & EasyTex Panel External Cladding' (Codemark CM40298 Rev3 expires 08/07/2022) to be used as external cladding.**

## Inspection requirements

The mandatory notification stages are:

Prior to placing a footing - retaining wall holes  
Prior to placing a footing - concrete piers  
Foundation - pre slab  
Prior to placing a footing - slab reinforcement  
Prior to placing a footing - strip footing  
Prior to placing a footing - concrete pads  
Completion of frame  
Prior to placing a footing - stump holes  
Completion of subfloor frame  
Final upon completion of all building work

## Occupation or use of building

An occupation permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

## Commencement and completion

This building work must commence by **15/04/2022**.

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

This building work must be completed by **15/04/2023**.

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

## Relevant building surveyor

Name: Watershed Building Consultants Pty Ltd  
ACN: 118 532 755

Registration No. CBS-U 65767

## Designated building surveyor

Name: M D Curtain

Registration No. BS-U 1590

Signature:



**Conditions of Approval**  
**Building Permit No. 7864659529058**

1. The building permit has been issued pursuant to the *Building Act 1993 (the "Act")*, the *Building Regulations 2018 (the "Building Regulations")* and the *National Construction Code Series Building Code of Australia 2019 - Volume 2 (the "BCA")*; and
2. The builder must carry out all building work authorised by this building permit in accordance with the building permit, approved plans and associated documents. No variations/departures from the approved plans will be accepted by the relevant building surveyor unless amended plans are submitted and approved prior to the commencement of the unauthorised building work; and
3. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation instructions and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer. No substitution of products from BCA approved products will be accepted by the Relevant Building Surveyor; and
4. **Building is located in an area designated as prone to termite attack. As such termite protection is to be provided in accordance with AS3660; and**
5. This building permit does not have the effect of amending or overriding any section 173 agreement, covenant of title, memorandum of common provision, agreement or condition imposed under the local planning scheme. It is not the responsibility of the relevant building surveyor to confirm compliance with any covenant, section 173 agreement or memorandum of common provisions or any other restriction which may exist on the property title or any other agreement entered into with an authority or other party. The owner is responsible to ensure compliance with any of the above restrictions and to obtain developer's approval (if required) prior to the commencement of the proposed building work; and
6. Contrary to what is shown on the approved plans, building work is only included as part of this building permit if it is written on the Form 2 building permit; and
7. Excavations and fill utilising unprotected embankments to comply with Part 3.1.1.1 of BCA, Volume 2 and Table 3.1.1.1; and
8. The following information and or certificates are to be provided with the application for Occupancy Permit or a request for a Certificate of Final Inspection:
  - (a) All plumbing compliance certificates from the plumber(s) engaged in the works; and
  - (b) An electrical safety certificate from an electrician engaged in the works; and
  - (c) A glazing & windows certificate from the window manufacturer/supplier; and
  - (d) A glazing certificate confirming compliance with AS1288 for all glass balustrading installations (if applicable); and
  - (e) A termite protection compliance certificate from an accredited termite protection contractor certifying that termite protection has been provided in accordance with AS3600.1 (if required); and
  - (f) A certificate or statement from the builder confirming the stair treads have a surface with a slip-resistance classification not less than P3 or R10 (dry surface condition) and P4 or R11 (wet surface condition).
  - (g) A statement of compliance from the builder which confirms compliance with the relevant Australian Standards and approved plans and reports for matters such as wet areas, polystyrene wall cladding systems, artificial lighting plan, energy report and fire ratings for external and separating walls; and
9. This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council and a fee and/or a security that may be required to be paid under a Local Law of the relevant Council; and
10. If a polystyrene wall cladding system has been used for the external walls, the system must be installed in accordance with the manufacturer's specifications; and
11. This building permit does not override your obligations under the 'Fences Act 1968' which requires you to obtain written permission from an adjoining owner prior to altering or removing a dividing boundary fence. This permit does not authorise the altering or removal of a dividing boundary fence without the adjoining owner's agreement; and
12. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by adjoining owner). It is the responsibility of the owner (or his or her agent) to check the location of boundaries and obtain a re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments. This building permit does not authorise the demolition of any existing adjoining property building that encroaches the title boundary; and
13. **Manufacturer's floor and roof truss layouts and computations are to be submitted for approval prior to commencing work on the frame; and**
14. Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application for an Occupancy Permit (Form 15) must be submitted to our office together with the required compliance certificates.

**ADDITIONAL GENERAL NOTES TO WORKING DRAWINGS**

All work to comply with NCC BCA 2019 Volume 2 (NCC) and the relevant Australian Standards currently referenced under Part A4 of the NCC including the standards listed below:

Glazing to comply with AS1288 (Glass in buildings selection and installation)

Windows to comply with AS2047 (Windows in building selections and installations)

Roof sheeting to comply with AS1562 (Design and installation of sheet roof and wall cladding)

Footings to comply with AS2870 (Residential slabs and footings)  
Timber framing to comply with AS1684.2 (Residential timber-framed construction)  
Roof tiles to comply with AS2049 (Roof tiles) and AS 2050 (Installation of roof tiles)  
Wet area to comply with AS3740 (Waterproofing of domestic wet areas)  
Termite protection to comply with AS3660.1 (Termite management for new building work).

## **GENERAL**

- A minimum 10mm thick flexible bond breaker is to be provided between an existing footing on the adjoining property and a proposed new footing.
- Smoke alarms to comply with AS3786, to be hardwired and interconnected.
- A removable hinge is required to a toilet door when the door hinge is within 1.2m of the closet pan.
- Exhaust fans to discharge directly to the outside at a flow rate of not less than 25 l/s (bathroom, powder rooms, ensuites) or 40 l/s (laundry or kitchen systems), unless otherwise discharged into a ventilated roof space in accordance with BCA 3.8.7.4
- A bedroom window which has a floor 2m or more above ground level, must be restricted from opening 125mm or more or be fitted with a screen with secure fittings, if the window is less than 1.7m from the floor.
- If installed, a minimum 2000L rain water tank is required to be connected to all toilets for the purpose of sanitary flushing.
- A balcony waterproofing membrane is to comply with AS4654.1 and AS4654.2.
- Gas heating appliances must be installed in accordance with the manufacturer's specification.

## **STAIRS AND BARRIER**

- Risers to be maximum 190mm
- Goings to be minimum 240mm
- Maximum 125mm gaps between risers.
- All handrails to a flight of stairs must be continuous.
- A barrier (eg balustrading) must not allow a 125mm sphere to pass through it.
- Floors more than 4m above the surface beneath, any horizontal elements within the barrier (eg balustrading) between 150mm and 760mm above the floor must not facilitate climbing.
- The maximum doorway threshold is 230mm above the external finished surface.
- A landing must extend across the full width of the doorway.
- Stair treads to have a surface with a slip resistance classification not less than P3 or R10 (internal) or P4 or R11 (external) or nosing strips with a slip resistance classification not less than P3 (internal) or P4 (external).
- A landing must be provided when the difference between the internal floor level and the finished ground level is greater than 570mm (3 risers).

## **DRAINAGE**

- The stormwater drainage system must comply with AS3500.3 or AS3500.5.
- The stormwater drainage system must discharge to the legal point of discharge nominated by Council.
- The first metre around the perimeter of the dwelling must fall away a minimum of 25mm for a paved external surface and 50mm for a non-paved external surface.
- The internal finished floor level for the slab on ground must be a minimum 50mm above the external paved surface and 150mm above the external permeable surface.

## **FRAMING**

- A wind classification of N2 applies to the site unless otherwise noted on the approved working drawings or structural plans and computations.
- Provide a minimum 150mm subfloor clearance to the underside of the bearer or minimum 400mm in a declared termite area.
- Subfloor ventilation to be provided with minimum aggregate openings of 6000mm<sup>2</sup> per metre of wall.
- Timber members for the deck and/or verandah must be suitable for external use and have a certain level of durability. For in-ground contact, the timber must be preservative-treated to H5. For above-ground use, the timber must be preservative-treated to H3.

## **MASONRY**

- Masonry walls to comply with AS3700 or AS4773.1 and AS4773.2.
- Weepholes to be provided to masonry veneer walls at 1200mm maximum centres. Window head flashings are also required to be drained by weepholes at 1200mm maximum centres for openings greater than 1200mm in width. Weepholes are to be a minimum 75mm above the external finished ground level.
- Articulation joints must extend to the full height of the wall and be spaced in accordance with the working drawings or structural plans.

**CLADDING**

- An autoclaved aerated concrete wall is to comply with AS5146.1 and manufacturer's specifications.
- A metal wall cladding is to comply with AS 1562.1.
- A polystyrene wall cladding product must be accredited and installed in accordance with the manufacturer's specification.

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

## Occupancy Permit

**For Building Permit Number: 7864659529058**  
**Job No. 20/02886**

**Property details**

Number <b>19-21</b>	Street/road <b>Tulip Crescent</b>	City/suburb/town <b>BORONIA</b>	Postcode <b>3155</b>
Lot/s <b>258 &amp; 259</b>	LP/PS <b>LP12024</b>	Volume <b>7767 &amp; 12097</b>	Folio <b>142 &amp; 676</b>
Crown allotment	Section	Parish	County
Municipal District <b>Knox City Council</b>			

**Building permit details**

Building permit number **7864659529058**  
Version of BCA applicable to building permit **NCC 2019 Volume 2**

Description of building work: **four single storey and two double storey dwellings, garages and retaining walls**

BCA	BCA Description	NOW	Part
1a(a)	Detached house	New Building	All
1a(b)	One or more attached dwellings	New Building	All
10a	Garage, carport, shed or storage facility	New Building	All of attached garages
10b	Fence, mast or antenna, wall, swimming pool	New Building	Retaining wall

**Reporting authorities** *(delete if inapplicable)*

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

Date Approved	Authority	Matter	Regulation
14 Dec 2020	Council	LPOD info from Council	133
27 Feb 2020	Council	Consent to build over easement	130
26 Feb 2020	Sewer Authority	Consent to build over easement	130

**Combined allotment determination** *(delete if inapplicable)*

**A determination has been made under Regulation 64(1) of the Building Regulations 2018 in relation to the building to which this permit applies.**

**Suitability for occupancy**

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

**Relevant Building Surveyor**

Name: **Watershed Building Consultants Pty Ltd**

Registration No. **CBS-U 65767**

Signature:



Certificate Number: **7864659529058**

Date Of Issue: **20 December 2021**

Date of final inspection: **17 December 2021**

**Conditions:** 1. This occupancy permit is invalid if the cooking appliances, hot water service and rain water tank (if applicable) are not installed prior to 'hand over' between the builder and the owner. The owner must contact Watershed Building Consultants on 9791 3355 (Dandenong) or 5176 5888 (Traralgon) if this condition is not met so that the Occupancy Permit can be cancelled immediately.

## Domestic Building Insurance

### Certificate of Insurance

**Anden Investment Pty Ltd**

**U 2 16 Moorong St  
CHADSTONE  
VIC 3148**

Policy Number:

**C587916**

Policy Inception Date:

**05/03/2021**

Builder Account Number:

**001272**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 5 19 Tulip Cres BORONIA VIC 3155 Australia**

Carried out by the builder: **BROWNHILL HOMES PTY LTD**

Builder ACN: **087309877**

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

For the building owner(s): **Anden Investment Pty Ltd**

Pursuant to a domestic building contract dated: **18/02/2021**

For the contract price of: **\$ 270,865.00**

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

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

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

#### IMPORTANT

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

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



## Period of Cover

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

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

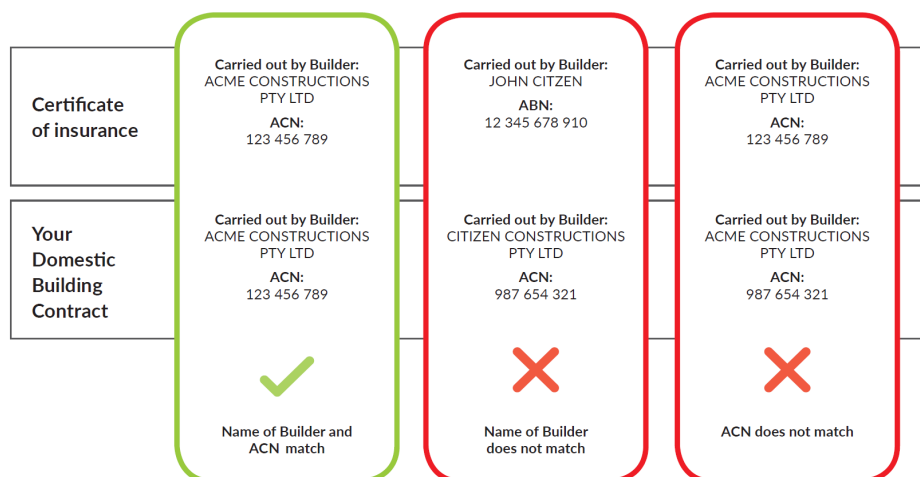
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$2,170.00</b>
GST:	<b>\$217.00</b>
Stamp Duty:	<b>\$238.70</b>
<b>Total:</b>	<b>\$2,625.70</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some example of what to look for*





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Daniela Miranda  
PO Box 211  
RINGWOOD 3134

Client Reference: 251519

NO PROPOSALS. As at the 16th July 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 5, 19 TULIP CRESCENT, BORONIA 3155  
CITY OF KNOX

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

Date of issue: 16th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 77446645 - 77446645122322 '251519'**

## Extract of EPA Priority Site Register

Page 1 of 1

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 5, 19 TULIP CRESCENT

SUBURB: BORONIA

MUNICIPALITY: KNOX

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 64 Reference J10

DATE OF SEARCH: 16th July 2025

### ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

# Due Diligence Checklist



## What you need to know before buying a residential property

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

### ***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.

### Rural properties

### 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