

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

Contract of sale of land

Property Address: 19 Gilmore Road, Doncaster Vic 3108

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

The terms of this contract are contained in the -

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

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: KRUNAL BIPINBHAI JOSHI

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

Table of contents

Particulars of Sale

Special Conditions

General Conditions

1.	ELECTRONIC SIGNATURE	10
2.	LIABILITY OF SIGNATORY	10
3.	GUARANTEE	10
4.	NOMINEE	10
5.	ENCUMBRANCES	10
6.	VENDOR WARRANTIES	10
7.	IDENTITY OF THE LAND.....	11
8.	SERVICES.....	11
9.	CONSENTS.....	11
10.	TRANSFER & DUTY	11
11.	RELEASE OF SECURITY INTEREST	11
12.	BUILDING WARRANTY INSURANCE.....	12
13.	GENERAL LAW LAND	12
14.	DEPOSIT	13
15.	DEPOSIT BOND.....	14
16.	BANK GUARANTEE.....	14
17.	SETTLEMENT	14
18.	ELECTRONIC SETTLEMENT	15
19.	GST.....	15
20.	LOAN	16
21.	BUILDING REPORT	16
22.	PEST REPORT	16
23.	ADJUSTMENTS	17
24.	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	17
25.	GST WITHHOLDING.....	17
26.	TIME & CO OPERATION	19
27.	SERVICE	19
28.	NOTICES	19
29.	INSPECTION	19
30.	TERMS CONTRACT	19
31.	LOSS OR DAMAGE BEFORE SETTLEMENT	20
32.	BREACH.....	20
33.	INTEREST	20
34.	DEFAULT NOTICE.....	20
35.	DEFAULT NOT REMEDIED.....	20

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Vendor

KRUNAL BIPINBHAI JOSHI

Email:

Vendor's legal practitioner or conveyancer

Legoll Lawyers

17 Nicole Avenue , DANDENONG NORTH

Email: info@legoll.com.au

Tel: 03 97924202

Mob:

Ref: 25-5231

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	8430	Folio	125	38	LP56685

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 19 Gilmore Road, Doncaster Vic 3108

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

All Fixtures and Fittings of a permanent nature and as inspected.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ 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- ACCEPTANCE OF PROPERTY

- 1.1 The Purchaser has inspected and accepts the Property in its current state of repair.
- 1.2 The Vendor does not warrant or represent that:
- (a) the Land is identical to the land described in the Particulars of Sale; or
 - (b) the Property complies with any Laws affecting the Land and the requirements of any municipal or statutory authority.
- 1.3 The Vendor makes no warranty or representation as to the Condition of the Property.
- 1.4 The Purchaser acknowledges that he has inspected the property and chattels/goods prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the property and goods in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or no obligation to carry out repairs, renovations, alterations or improvements. The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor, any agent or any person for or on behalf of the Vendor, except for those set out in this contract, but has relied entirely upon the Purchaser's own enquiries and inspection of the Property. The Purchaser agrees that in the Section 32 Vendor Statement any reference to the services that state 'connected' as the case may be, if applicable, the Purchaser confirms that they have made all necessary enquiry prior to the signing of this contract and are fully aware of the status of such services and do not solely rely upon the information contained in such statement. The Purchaser acknowledges and agrees that the Vendor will not be under any obligation to change, upgrade, connect any service or provide any compensatory measure to the Purchaser whatsoever.
- 1.5 Chattels included in the Sale – The Purchaser acknowledges that only those chattels listed in the Particulars of Sale page in the Contract of Sale are being sold and will pass with the Property. In the event that the sale of the Property is taking place with an existing tenancy, the Purchaser acknowledges that all chattels other than those listed are not included in the sale and will not pass with the Property on settlement.

☒ SPECIAL CONDITION 2 - RESTRICTIONS

- 2.1 The Purchaser buys the Property subject to the following restrictions ('Restrictions'):
- (a) any misdescription of the Land or inaccuracy in the area or measurements of the Land; or
 - (b) any Laws affecting the Land and any failure to comply with those Laws; or
 - (c) any rights of or claims by any municipal or statutory authority; or
 - (d) any improvements not being erected within the boundaries of the Land; or
 - (e) any improvements encroaching onto the Land; or
 - (f) the Condition of the Property.
- 2.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.
- 2.3 The Purchaser may not call upon the Vendor to:
- (a) amend title or to bear the cost of amending title; or
 - (b) fix any Restriction or to bear the cost of fixing any Restriction.

☒ SPECIAL CONDITION 3 - PLANNING

- 3.1 The Vendor makes no warranty that the Property may be used for any particular purpose.
- 3.2 The Purchaser buys the Property subject to any restrictions on the use of the Property under:
- (a) the applicable planning scheme;
 - (b) any planning permits for or affecting the Property; and
 - (c) any other planning controls affecting the Property.
- 3.3 A Planning Restriction does not constitute a defect in the Vendor's title to the Property or affect the validity of the Contract.
- 3.4 The Purchaser cannot make any objection to or be entitled to any compensation from the Vendor because of any Planning Restriction.

☒ SPECIAL CONDITION 4 - PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 4.1 If the Purchaser is, or includes, a company or any incorporated association, the Purchaser represents and warrants to the Vendor that:
- (a) the Purchaser has power to enter into and observe the Purchaser's obligations under this contract; and
 - (b) the Purchaser has in force and effect the authorisations necessary to enter into this contract, observe the obligations under this contract, and allow this contract to be enforced; and
 - (c) the Purchaser's obligations under this contract are valid and binding and are enforceable against it; and
 - (d) this contract does not contravene:
 - (i) the Purchaser's constituent documents;
 - (ii) any Laws; or
 - (iii) any of its obligations or undertakings by which it or any of its assets are bound; and
 - (e) this contract does not cause a limitation on its powers or the powers of its directors to be exceeded.
- 4.2 If an individual executes this contract on behalf of a company or any incorporated association, the individual warrants in a personal capacity that the individual has authority to enter into this contract on behalf of the company or incorporated association.
- 4.3 If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity in the form annexed to this Contract on the Day of Sale;
- (a) duly completed and executed by every Director of the Purchaser; or
 - (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

☒ SPECIAL CONDITION 5 - STAMP DUTY

- 5.1. The Purchaser acknowledges that:
- (a) the Vendor makes no warranty or representation as to the amount of stamp duty payable on the Transfer of Land; and
 - (b) the Purchaser has made its own enquiries and investigations in that regard and relies on the results of those enquiries and investigations and on its own judgement; and
 - (c) the Purchaser is liable for all such stamp duty.
- 5.2 The Purchaser may not:
- (a) make any requisition, objection or claim against the Vendor in connection with the stamp duty payable on the Transfer of Land;
 - (b) delay or postpone settlement or retain any part of the Balance of the Price as a result of any legislative amendment or any ruling or determination made by the State Revenue Office of Victoria affecting the stamp duty payable on the Transfer of Land.

☒ SPECIAL CONDITION 6 - DEFAULT

- 6.1 Notwithstanding General Condition 32 the Purchaser must pay all costs, charges and expenses which may be incurred by the Vendor due to any default by the Purchaser in payment of any money payable under this Contract or due to any breach by the Purchaser of any of the terms or conditions of this Contract which, without limiting the generality of the foregoing, shall mean and include:-
- (a) all settlement and all re-booking fees;
 - (b) reasonable additional legal costs and expenses incurred by the vendor;
 - (c) any additional interest and expenses payable by the vendor to the vendor's mortgagee;
 - (d) all costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
 - (e) accommodation and/or storage expenses necessarily incurred by the vendor;
 - (f) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year; and
 - (g) penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase.
- Any default shall be deemed not to have been remedied unless and until payment is made. Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the vendor to the purchaser. The costs charges and expenses referred to in clause (a) to (g) above are in addition to the vendor's rights set out in General Condition 33.
- 6.2 Without limiting the Vendor's rights or any other obligations of the Purchaser, if the Vendor serves a notice of default on the Purchaser under this contract, to remedy the default the Purchaser must pay:
- (a) expenses incurred by the Vendor as a result of the default including:
 - (i) all legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the notice of default and providing advice; and
 - (ii) all additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 33; and
 - (iii) interest under General Condition 33.
- 6.3 The interest rate under General Condition 33 is to be amended to 4% per annum instead of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.

☒ SPECIAL CONDITION 7 - INDEMNITY

- 7.1 The Purchaser indemnifies the Vendor for all costs, expenses, liabilities, losses or damages incurred or suffered directly or indirectly by the Vendor, which have been caused or contributed to by the Purchaser's:
- (a) breach of any warranty in this contract; or
 - (b) failure to comply with the terms and conditions of this contract.

- 7.2 Each indemnity in this contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives termination of this contract.

☒ SPECIAL CONDITION 8 - FOREIGN INVESTMENT REVIEW BOARD

8. The Purchaser warrants:

- (a) the Purchaser is not required to give notice to the Treasurer of its intention to purchase the Property under section 26A of the *Foreign Acquisitions and Takeovers Act 1975 (Cwth)*; or
- (b) if the Purchaser is required to give notice to the Treasurer of its intention to purchase the Property under Section 26A of that Act:
 - (i) the Treasurer has given notice under that Act that he or she does not object to the acquisition of the Property by the Purchaser; or
 - (ii) the period during which the Treasurer must make an order under that Act concerning the acquisition of the Property by the Purchaser has lapsed.

☒ SPECIAL CONDITION 9 - ENVIRONMENTAL COMPLIANCE

- 9.1 The Purchaser accepts the condition of the Property as at the Day of Sale (including, without limit, the presence of any Contaminant of any type or nature in or under or emanating from the Property or groundwater) ("Condition of the Property") and acknowledges that the Vendor makes no representation or warranty as to the compliance of the Property with any Environmental Law.
- 9.2 The Purchaser is not entitled to make any requisition or objection, refuse or delay payment of the Price take any action or make any claim for compensation, damage, costs or expenses against the Vendor in relation to the Condition of the Property and releases the Vendor from any such action or claim whether or not such action or claim is known or foreseeable as at the Day of Sale.
- 9.3 The Purchaser indemnifies the Vendor against any liability, claim or proceeding in respect of any loss, damage, cost or expense arising from or relating to:
- (a) the Condition of the Property and surrounding areas; and
 - (b) compliance or non-compliance of the Property with any Environmental Law.
- 9.4 The Vendor makes no warranties or representations as to the accuracy of any information about:
- (a) the past use of the Property; or
 - (b) the Condition of the Property, (including, without limit, the accuracy of any conclusions about actual or inferred sources of any Contaminant in, or under or emanating from the Property or groundwater).

☒ SPECIAL CONDITION 10 – REIMBURSEMENT REFUND OR REBATE

- 10.. The Purchaser agrees and undertakes that if the Purchaser at any future date receives any reimbursement, refund or rebate of any charge, levy, tax or special payment to any government or statutory authority relating to the Property paid or incurred by the Vendor, the Purchaser must immediately upon receipt of such payment refund the sum to the Vendor. This condition does not merge upon completion of this contract.

☒ SPECIAL CONDITION 11 - NOMINATION

- 11.1 General Condition 4 of the Contract is to be deleted entirely and to be replaced as follows:

The Purchaser may, at least 14 days before the due date for settlement nominate a substitute or additional purchaser 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. The Purchaser must deliver to the Vendor's Solicitors:

- (a) a completed and executed notice of nomination;
- (b) a copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser;
- (c) if the nominee is or includes a proprietary company, a Guarantee and Indemnity in the form annexed to this Contract executed by that company's directors, and
- (d) a cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this General Condition 4.

- 11.2 The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

☒ **SPECIAL CONDITION 12 - DELAYED SETTLEMENT**

12. Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for Settlement as set out in the particulars of this Contract (**Due Date**) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitors an amount of \$400 plus GST representing the Vendor's additional legal costs and disbursements.

☒ **SPECIAL CONDITION 13 - GENERAL CONDITION 11**

13. General Condition 11 does not apply to this Contract.

☒ **SPECIAL CONDITION 14 - ADJUSTMENT OF LAND TAX AND WINDFALL GAINS TAX**

- 14.1 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.
- 14.2 General Condition 28 does not apply to any amounts to which Section 10G or 10H of the Sale of Land Act 1962 applies.
- 14.3 Despite the aforementioned 14.1 and 14.2, if the default of the Purchaser results in the settlement being delayed after 31 December of the calendar year in which the original settlement date in the contract of sale falls, any additional land tax incurred by the Vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year is to be treated as the loss and damages incurred by the Vendor due to the Purchaser's default and will be fully borne by the Purchaser.

☒ **SPECIAL CONDITION 15 – COVID-19 (Coronavirus Disease)**

- 15.1 The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation ("quarantine or self-isolation period") due to the outbreak of the Covid-19 virus or to the Australian or Victorian Government Lockdown Restrictions ("lockdown period") being in place, then should the settlement date fall within the quarantine or self-isolation period or lockdown period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the quarantine or self-isolation period or lockdown period, as soon as practicably possible.
- 15.2 If settlement is delayed in accordance with special condition 15.1, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 15.3 For the benefit of both parties to this transaction, should either party:
- (a) Contract the Covid-19 virus;
 - (b) Be placed in quarantine or self-isolation in their property or in a government quarantine facility;
 - (c) Be directed to quarantine or self-isolate in their property; or
 - (d) Need to care for an immediate member of their household or family in their property who is directly affected by (a) to (c) above;

Then the parties agree that the following provisions shall apply:

- (i) It is an essential term of this contract that if the vendor is seeking the benefit of this special condition 15.3, he shall thoroughly disinfect the property prior to settlement. For the purpose of clarity, thoroughly disinfect includes but is not limited to, vacuuming carpets, cleaning air-conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mopping of floors. Further, the vendor shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to settlement;
- (ii) The party seeking the benefit of this special condition 15.3 must provide suitable documentation to provide evidence of the need for quarantine or self-isolation immediately upon diagnosis;
- (iii) The other party cannot issue a Notice of Default on the party affected by special condition 15.3(a) to (d) above until such time as the person/persons have been medically cleared by a general practitioner or other government specialist and permitted to leave their property;
- (iv) Settlement shall take place within (7) days from the date from which the party is permitted to leave their property.

☒ **SPECIAL CONDITION 16 – SWIMMING POOL**

- 16.1 In the event there is a swimming pool on the land herein described, the Purchaser acknowledges and agrees that it has made its own enquiries regarding its obligations as owner and has not relied on any representations made by the Vendor or the Vendor's Agent with respect to the swimming pool and/or spa and the safety barriers to the swimming pool and/or spa at the Property which are required under the *Building Regulations 2006*.
- 16.2 The Purchaser shall, if required to do so, comply with the obligations under the *Building Regulations 2006* at its own expense, with respect to the safety barriers to restrict access to the swimming pool and/or spa area at the Property.

☒ **SPECIAL CONDITION 17 – SMOKE DETECTORS**

17. The Purchase acknowledges and agrees that it will comply with the obligations, if any, in respect of the installation and maintenance of smoke detectors in the Property under the *Building Regulations 2006*.

☒ SPECIAL CONDITION 18 - INTERPRETATION

In this Contract, unless there is something inconsistent in the subject matter or context:

"Contract" means this Contract of Sale together with all attachments including but not limited to the general conditions, particulars of sale, special conditions, guarantee, and the Vendor's Statement;

"Land" means the land referred to in the Land description in the Particulars of Sale;

"Property" means and includes the property referred to in the Property description in the Particulars of Sale;

"Vendor's Statement" means a Statement pursuant to Section 32 of the Sale of Land Act 1962 (as amended);

"Proper Law" means the Contract shall be deemed to be made and construed in accordance with the Laws of Victoria and the parties expressly submit to the jurisdiction of the Courts of Victoria;

"Purchaser" means the Purchaser(s) so described in the Particulars of Sale in the Contract and includes the Purchaser, his or her personal representatives, successors and permitted assigns;

"Vendor's Solicitors" means the Solicitor (if any) so described in the Particulars of Sale or such other Solicitor as shall notify the Purchaser's Solicitor that he or she acts as Solicitor for the Vendor; and

"Business Day" means a day on which a bank authorised under the *Banking Act 1959 (Cwth)* is open for general banking business in Melbourne, Victoria not being a Saturday, Sunday or public holiday.

"Contaminant" means any substance which is or may be harmful to the environment or to the health or safety of any person or which may cause damage to any property.

"Environmental Law" means any law, statute or regulation, regulating or otherwise relating to the environment including, without limit, any law relating to land use, planning, pollution of air or water, soil or groundwater contamination, chemicals, waste, use of dangerous goods or to any other aspect of protection of the environment or a person or property.

STATUTES

In this contract a reference to a Law includes any regulations and other instruments under it and consolidations, amendments, re-enactment or replacements of any them occurring at any time.

HEADINGS

Headings are inserted for convenience and do not affect the interpretation of this contract.

JOINT AND SEVERAL

An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

READING DOWN

A provision of this contract which is void, voidable by any party, unenforceable or illegal must be read down to the extent required to give the provision legal effect.

☒ SPECIAL CONDITION 19 - MISCELLANEOUS

19.1 Waiver : A provision of or a right created under this contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by or on behalf of all parties to this contract.

19.2 No merger

The provisions of this contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full effect.

19.3 No assignment

This contract may not be assigned by the Purchaser without the Vendor's prior written consent.

19.4 Entire agreement

The Purchaser acknowledges and agrees that:

- (a) this contract represents the entire agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the Property which have been relied upon by the Purchaser in entering this contract, except those included in this contract; and
- (c) the Purchaser has not relied upon any information in any brochure, investment report or advertisement about the Property relating to:
 - (i) its area or measurements; or
 - (ii) any description of any improvements, chattels, fixtures or fittings on the Property.

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 purchase's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
 - 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
 - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
 - 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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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 is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment 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 lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

TO: KRUNAL BIPINBHAI JOSHI

(hereinafter called 'The Vendor')

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called 'the Guarantor') agreed to sell the land described in the within Contract of Sale to the within-named Purchaser (hereinafter called 'the Purchaser') the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called 'the monies hereby secured') AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and the further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: KRUNAL BIPINBHAI JOSHI

Purchaser:

Nominee:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and sealed this day of
20 .

SIGNED SEALED AND DELIVERED by)
the said)
in Victoria in the presence of:)

.....
WITNESS
FULL NAME:

SIGNED SEALED AND DELIVERED by)
the said)
in Victoria in the presence of:)

.....
WITNESS
FULL NAME:

DATED

2025

KRUNAL BIPINBHAI JOSHI

to

CONTRACT OF SALE OF REAL ESTATE

Property: 19 Gilmore Road, Doncaster Vic 3108

Legoll Lawyers
Solicitors
17 Nicole Avenue
DANDENONG NORTH VIC 3175
Tel: 03 9792 4202
Email: info@legoll.com.au
Ref: 25-5231

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	19 GILMORE ROAD, DONCASTER VIC 3108
------	-------------------------------------

Vendor's name	Krunal Bipinbhai Joshi	Date	/ /
Vendor's signature			

Purchaser's name		Date	/ /
Purchaser's signature			
Purchaser's name		Date	/ /
Purchaser's signature			

1. FINANCIAL MATTERS

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

- (a) ☒ Their total does not exceed: \$7,000.00

Any further amounts (including any land tax) for which the Purchaser may become liable as a consequence of the purchase of the property.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property

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

\$0.00	To	
Other particulars (including dates and times of payments): see attached documents		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 Planning Scheme

- ☒ The required specified information is as follows:
- | | |
|-----------------------------------|---|
| (a) Name of planning scheme | Manningham Planning Scheme |
| (b) Name of responsible authority | Manningham City Council |
| (c) Zoning of the land | General Residential Zone |
| (d) Name of planning overlay | Design and Development Overlay. Please refer to attached property reports for further details |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

- ☒ Are as follows
- Except as disclosed in the statements and documents attached to this Section 32 Vendor Statement, none to the best of the Vendor's knowledge. The Vendor has no means of knowing all decisions of the government and other authorities unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

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

Except as disclosed in the statements and documents attached to this Section 32 Vendor Statement, none to the best of the Vendor's knowledge. The Vendor has no means of knowing all decisions of the government and other authorities unless such decisions have been communicated to the Vendor.

4.3 Compulsory Acquisition

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

Except as disclosed in the statements and documents attached to this Section 32 Vendor Statement, none to the best of the Vendor's knowledge. The Vendor has no means of knowing all decisions of the government and other authorities unless such decisions have been communicated to the Vendor.

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

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

Page 1 of 2

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Security no : 124127605177Y
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LAND DESCRIPTION

Lot 38 on Plan of Subdivision 056685.
PARENT TITLE Volume 08421 Folio 005
Created by instrument B454435 04/07/1962

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KRUNAL BIPINBHAI JOSHI of 19 GILMORE ROAD DONCASTER VIC 3108
AX950406Y 30/04/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX950407W 30/04/2024
ORDE MORTGAGE CUSTODIAN PTY LTD

COVENANT B454435

CAVEAT AZ281096X 18/06/2025
Caveator
CAMPAIGN AGENT PTY LTD ACN: 608962812
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
07/12/2024
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
CAMPAIGN AGENT PTY. LTD.
Notices to
CAMPAIGN AGENT of 511 CHURCH STREET RICHMOND VIC 3121

CAVEAT AZ312254P 26/06/2025
Caveator
ARCHITECTON PTY LTD ACN: 144871483
Grounds of Claim
CHARGE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
09/04/2025
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
MADGWICKS
Notices to
JAMES CHRISTODOULAKIS of LEVEL 6 140 WILLIAM STREET MELBOURNE VIC 3000

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



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

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

Page 2 of 2

plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP056685 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ281096X (E)	CAVEAT	Registered	18/06/2025
AZ312254P (E)	CAVEAT	Registered	26/06/2025

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

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

Street Address: 19 GILMORE ROAD DONCASTER VIC 3108

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 30/04/2024

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP056685
Number of Pages (excluding this cover sheet)	4
Document Assembled	29/08/2025 11:28

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PLAN OF SUBDIVISION OF
PART OF UNWINS
CROWN SPECIAL SURVEY
PARISH OF BULLEEN
COUNTY OF BOURKE
Measurements are in Feet & Inches

Conversion Factor
FEET X 0.3048 = METRES
VOL.5693 FOL.588
VOL.8406 FOL.987



LP 56685

EDITION 4
PLAN MAY BE LODGED
23/10/62.

3 SHEETS
SHEET 1.

COLOUR CODE

E-1 = BLUE
R-1, R-2 & E-2 = BROWN
E-3 = PURPLE
E-4 = RED HATCHED
A-1 = YELLOW

APPROPRIATIONS

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY AND DRAINAGE

THE LAND COLOURED BLUE
AND PURPLE IS 8' WIDE EXCEPT
WHERE OTHERWISE SHOWN AND
IS SET APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE

ENCUMBRANCES

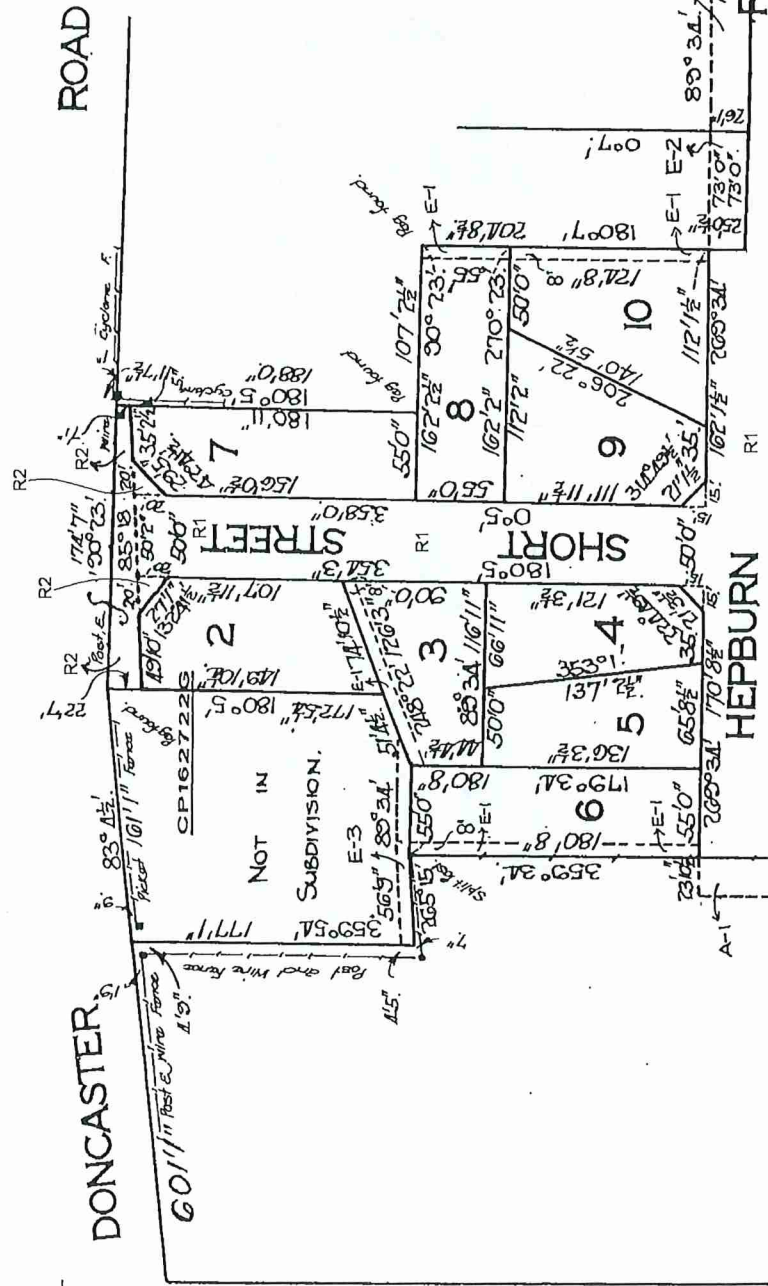
AS TO THE LANDS COLOURED BROWN
BLUE AND PURPLE ANY
EASEMENTS AFFECTING THE SAME

NOTE

THE LAND COLOURED YELLOW IS
SET APART FOR APPURTENANT
EASEMENTS OF CARRIAGEWAY

THE LAND COLOURED RED HATCHED
IS TO BE TRANSFERRED TO AND
CONSOLIDATED WITH LAND IN
CERTIFICATE OF TITLE

R.M.s, G.I. PIPES ARE PLACED AT
INTERSECTIONS OF ALL ROAD SPLAYS

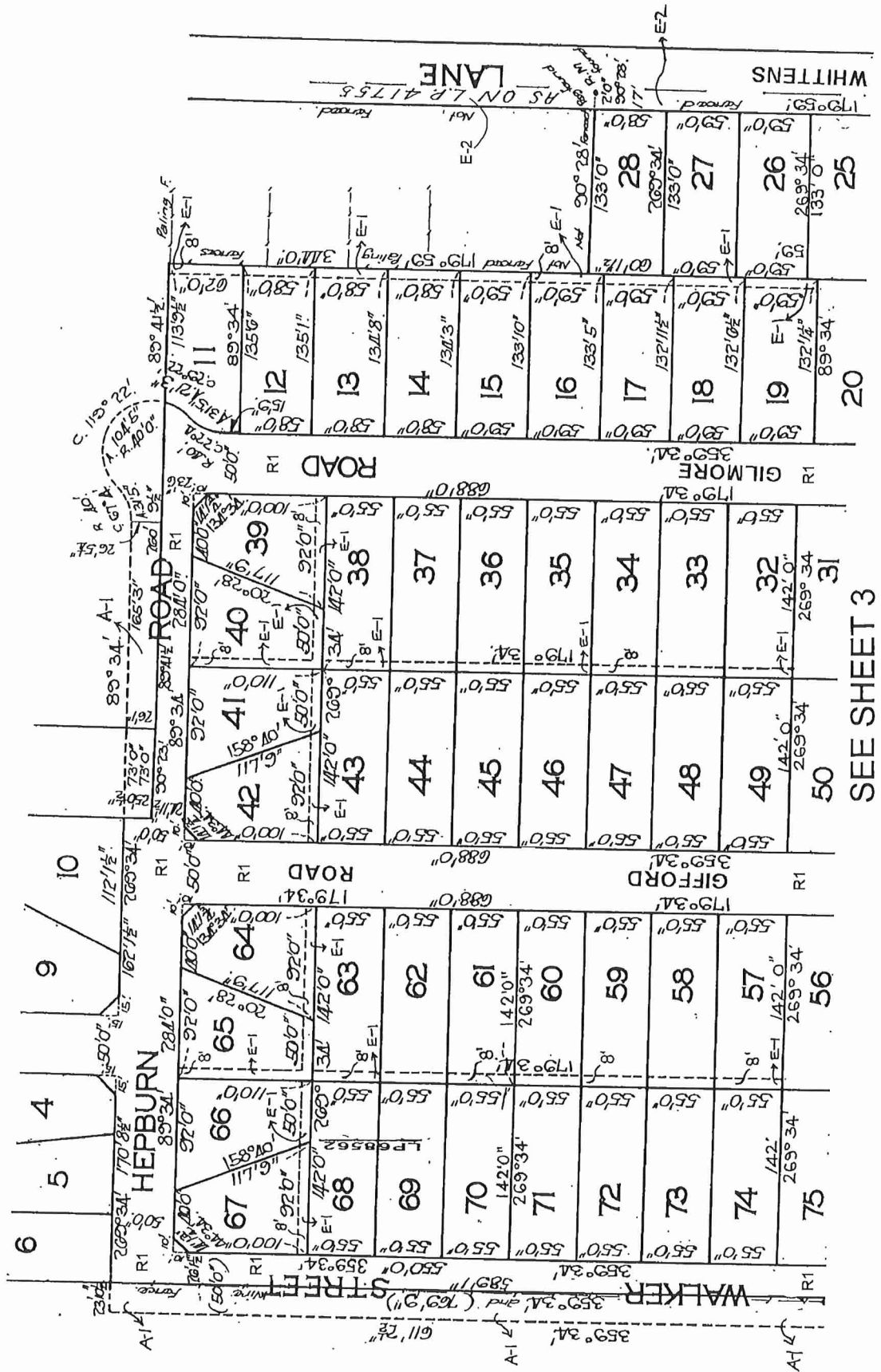


SEE SHEET 2

LP 56685

3 SHEETS
SHEET 2

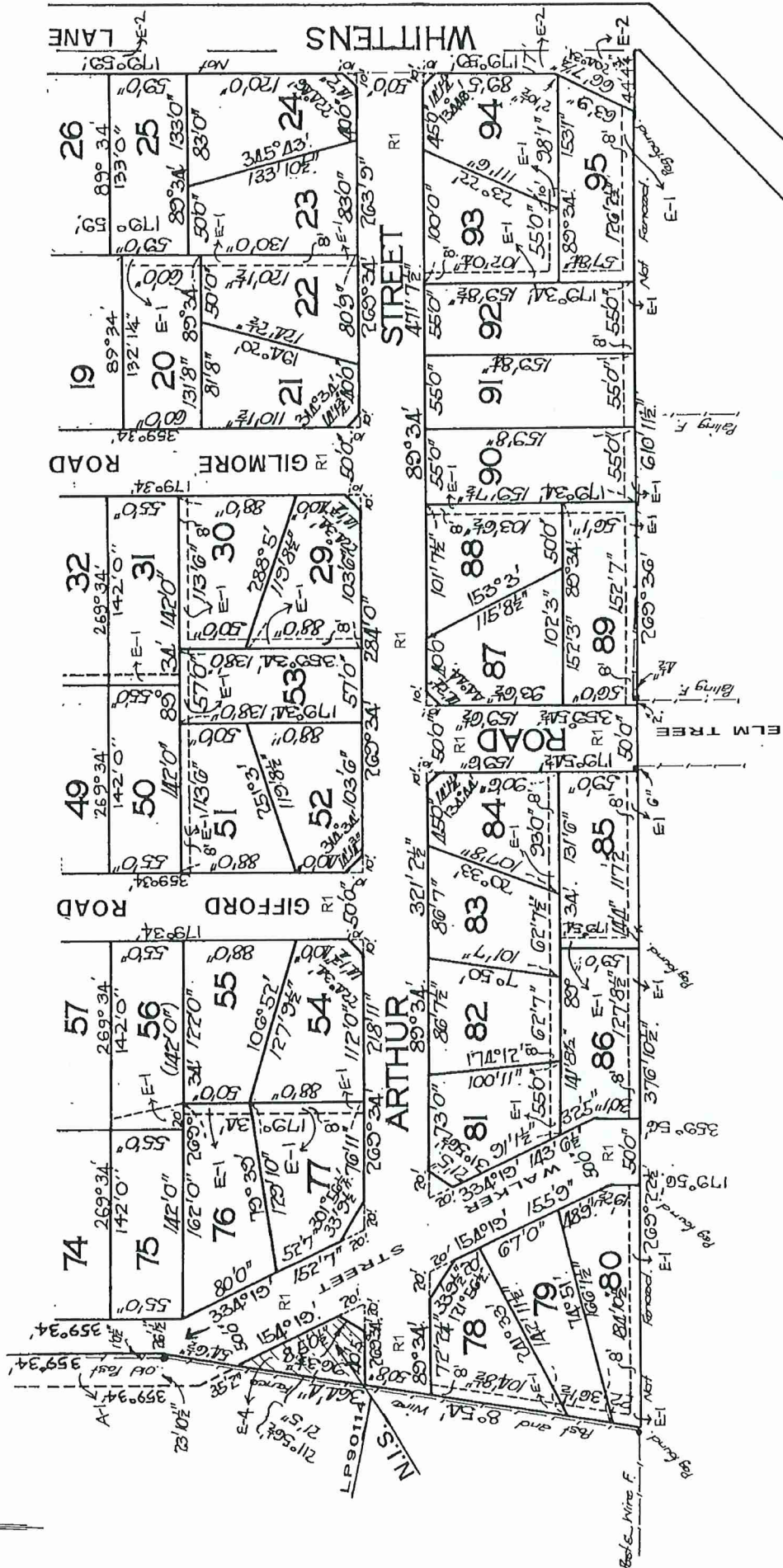
SEE SHEET 1



LP 56685

3 SHEETS
SHEET 3

SEE SHEET 2



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

LP 5685

[illegible]



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Document Type	Instrument
Document Identification	B454435
Number of Pages (excluding this cover sheet)	4
Document Assembled	25/10/2023 22:08

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B454435
10-15 235932 JUL-4-62

B454435
REGD.
RETAIN



STAMP DUTY
-3 JUL 1962
VICTORIA

FREEHOLD

LEACH & THOMSON
VICTORIA

TRANSFER OF LAND

We, NEIL FREDERICK PETTY of Main Road Doncaster Orchardist and KEVIN JOHN COOKE of 383 Collins Street Melbourne Solicitor being registered as the proprietors of an estate in fee simple in the land hereinafter described

subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of FIVE HUNDRED POUNDS paid to us by CRESTVIEW DEVELOPMENT CO. PROPRIETARY LIMITED of 357 Little Collins Street Melbourne and FARGO INVESTMENTS PROPRIETARY LIMITED of 357 Little Collins Street Melbourne AND in further consideration of the sum of ONE THOUSAND EIGHT HUNDRED AND TWENTY FIVE POUNDS paid to the said CRESTVIEW DEVELOPMENT CO. PROPRIETARY LIMITED and FARGO INVESTMENTS PROPRIETARY LIMITED by RAYMOND WILLIAM TEITZ Cabinet Maker and LILLIAN JOYCE TEITZ Married Woman both of 3 Owen Street East Kew AND in further consideration of the sum of TWO THOUSAND POUNDS paid to the said RAYMOND WILLIAM TEITZ and LILLIAN JOYCE TEITZ by ROBERT CHARLES REID Clerk THELMA CONSTANCE REID Married Woman and CONSTANCE ADELAIDE ROBINSON Widow all of Flat 1 41 Walpole Street Kew DO HEREBY by and with the consent and direction of the said CRESTVIEW DEVELOPMENT

CO. PROPRIETARY LIMITED FARGO INVESTMENTS PROPRIETARY LIMITED RAYMOND WILLIAM TEITZ and LILLIAN JOYCE TEITZ testified by their execution hereof

TRANSFER to the said ROBERT CHARLES REID THELMA CONSTANCE REID and CONSTANCE ADELAIDE ROBINSON as tenants in common in the following shares and proportions the said ROBERT CHARLES REID and THELMA CONSTANCE REID as to three equal fifth parts or shares thereof as joint proprietors and the said CONSTANCE ADELAIDE ROBINSON as to two equal fifth parts or shares thereof all my estate and interest in ALL THAT piece of land being

Lot 38 on Plan of Subdivision No. 56685 lodged in the Office of Titles in No. A970118 and being part of Unwin's Crown Special Survey

Parish of Bulleen and being part of the land more particularly described in Certificate of Title Volume 5693 Folio 588 and the said ROBERT CHARLES REID THELMA CONSTANCE REID and CONSTANCE ADELAIDE ROBINSON hereby for themselves their heirs executors administrators and transferees registered proprietors or proprietor for the time being of the said lot or any part thereof COVENANT with the said NEIL FREDERICK PETTY and KEVIN JOHN COOKE their executors administrators and transferees registered proprietor or proprietors for the time being of the land remaining untransferred in the said

FEE: RED AND BLUE
4 8421/005 (W)
ENC. AS TO BLUE
Any Bank affecting
Auctioneer Wk
Bank Review

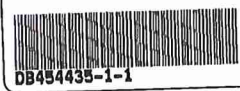
22.7.63

SR 920 24/4/63

has paid

EX

9/4/62



Certificate of Title or any part thereof that they will not erect nor allow or permit to be erected on the said lot any building other than one dwelling house together with usual outbuildings and that such dwelling house shall have external walls of brick and roof of slate or tile AND IT IS intended that the foregoing covenant shall be noted as an encumbrance on the Certificate of Title to be issued pursuant to this transfer.

DATED this 15th day of June One thousand nine hundred and sixty-two.

SIGNED by the said NEIL FREDERICK PETTY in Victoria in the presence of:-

L.O. Petty, George

SIGNED by the said KEVIN JOHN COOKE in Victoria in the presence of:-

C. H. G. v. d. W.

THE COMMON SEAL of CRESTVIEW DEVELOPMENT CO. PROPRIETARY LIMITED was affixed hereto by authority of a resolution of the Board of Directors and in the presence of:-

DIRECTOR

SECRETARY

THE COMMON SEAL of FARGO INVESTMENTS PROPRIETARY LIMITED was affixed hereto by authority of a resolution of the Board of Directors and in the presence of:-

DIRECTOR

SECRETARY

SIGNED by the said RAYMOND WILLIAM TEITZ in Victoria in the presence of:-

SIGNED by the said LILLIAN JOYCE TEITZ in Victoria in the presence of:-

SIGNED by the said ROBERT CHARLES REID in Victoria in the presence of:-

SIGNED by the said THELMA CONSTANCE REID in Victoria in the presence of:-

SIGNED by the said CONSTANCE ADELAIDE ROBINSON in Victoria in the presence of:-

ENCUMBRANCES REFERRED TO:

As to so much of the said lot as is coloured blue on the said Plan of Subdivision -- The Easements (if any) affecting the same.





DB454435-2-8

To Registrar of Titles,

15 239418.

Please register this dealing and hand the
Certificate of Title to me to the
lodging party.

Booke & Burren

LEACH & THOMSON,
472 Bourke Street,
Melbourne,
SOLICITORS.

TRANSFER OF LAND

ROBERT CHARLES REID AND ORS.

to

CRESTVIEW DEVELOPMENT CO. PROP.
RIEFARI LIMITED AND ANOR.

FREDERICK JOHN PETTY
by direction

DATED

(15/10/23)

1962.

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

Vol. 2421 Fol. 005



PROPERTY REPORT

Created at 29 August 2025 11:32 AM

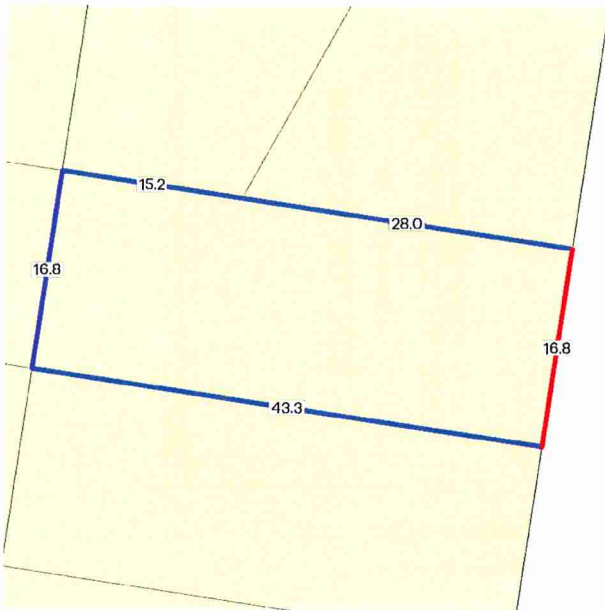
PROPERTY DETAILS

Address: **19 GILMORE ROAD DONCASTER 3108**
Lot and Plan Number: **Lot 38 LP56685**
Standard Parcel Identifier (SPI): **38\LP56685**
Local Government Area (Council): **MANNINGHAM**
Council Property Number: **60533**
Directory Reference: **Melway 47 F1**

www.manningham.vic.gov.au

SITE DIMENSIONS

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



Area: 725 sq. m

Perimeter: 120 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

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



Selected Property

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 29 August 2025 11:33 AM

PROPERTY DETAILS

Address: **19 GILMORE ROAD DONCASTER 3108**
Lot and Plan Number: **Lot 38 LP56685**
Standard Parcel Identifier (SPI): **38\LP56685**
Local Government Area (Council): **MANNINGHAM**
Council Property Number: **60533**
Planning Scheme: **Manningham**
Directory Reference: **Melway 47 F1**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

UTILITIES

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

STATE ELECTORATES

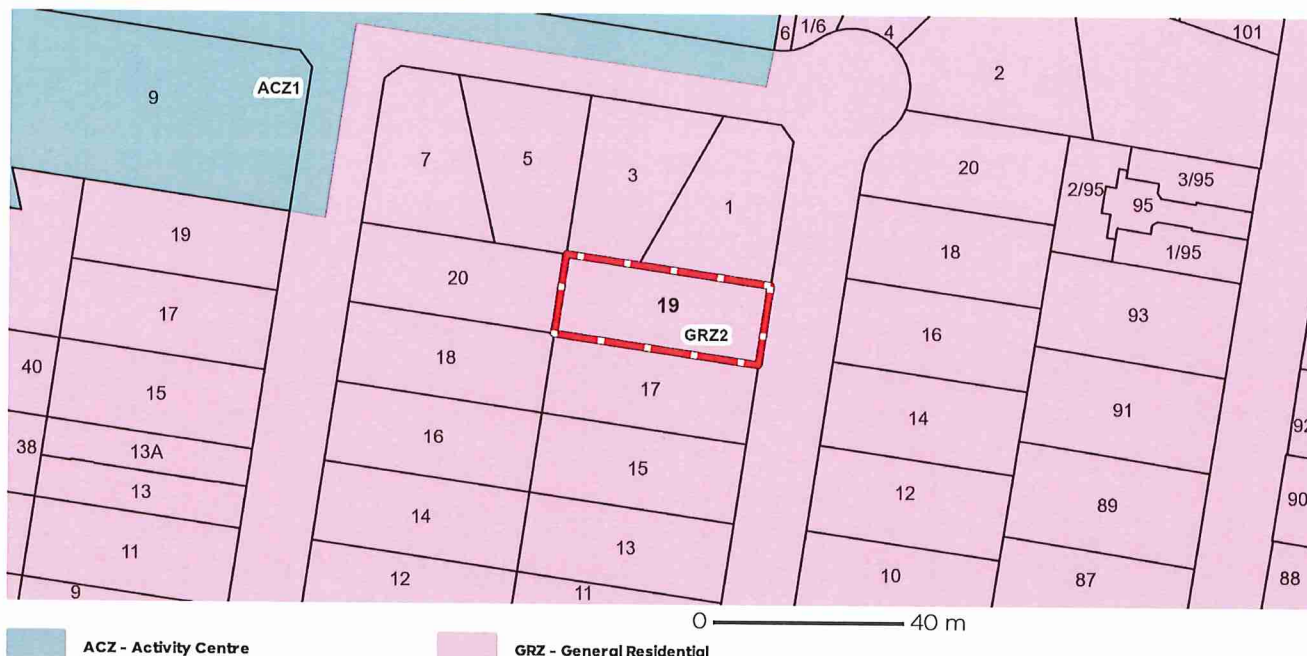
Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BULLEEN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

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PLANNING PROPERTY REPORT: 19 GILMORE ROAD DONCASTER 3108

Page 1 of 4

PLANNING PROPERTY REPORT



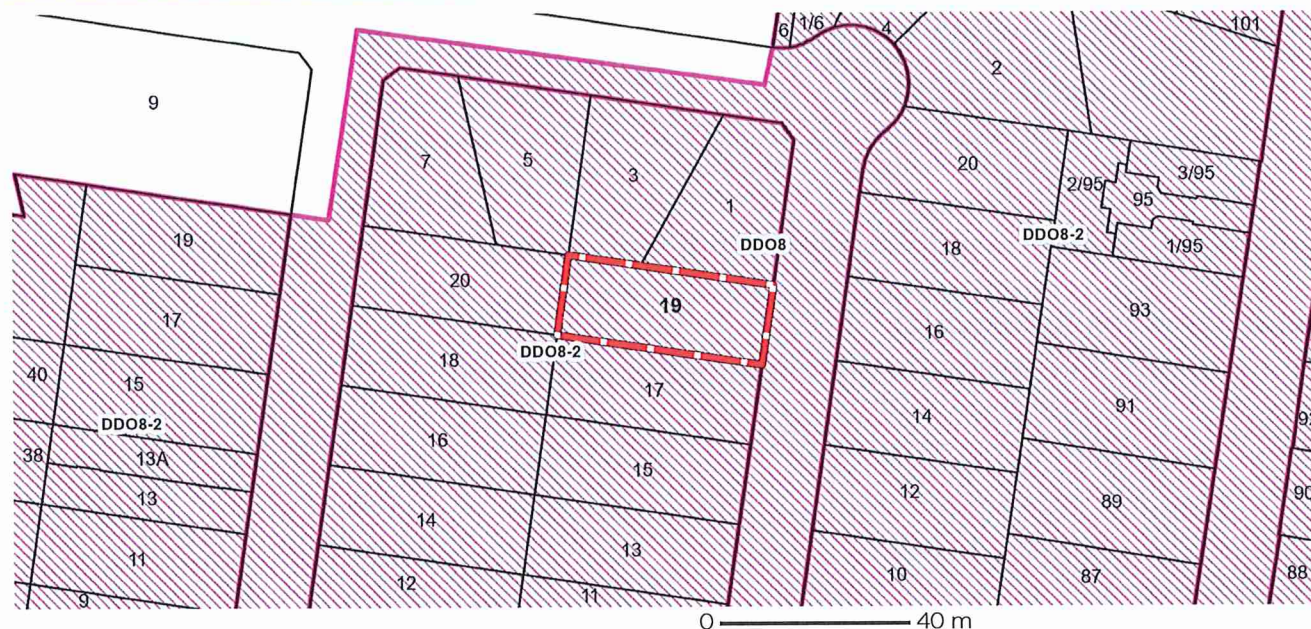
Department
of Transport
and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-2 (DDO8-2)



DDO - Design and Development Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

PUBLIC ACQUISITION OVERLAY (PAO)

PARKING OVERLAY (PO)



DCPO - Development Contributions Plan
Overlay

PAO - Public Acquisition Overlay

PO - Parking Overlay

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

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PLANNING PROPERTY REPORT: 19 GILMORE ROAD DONCASTER 3108

Page 2 of 4

Further Planning Information

Planning scheme data last updated on 28 August 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>

PLANNING PROPERTY REPORT



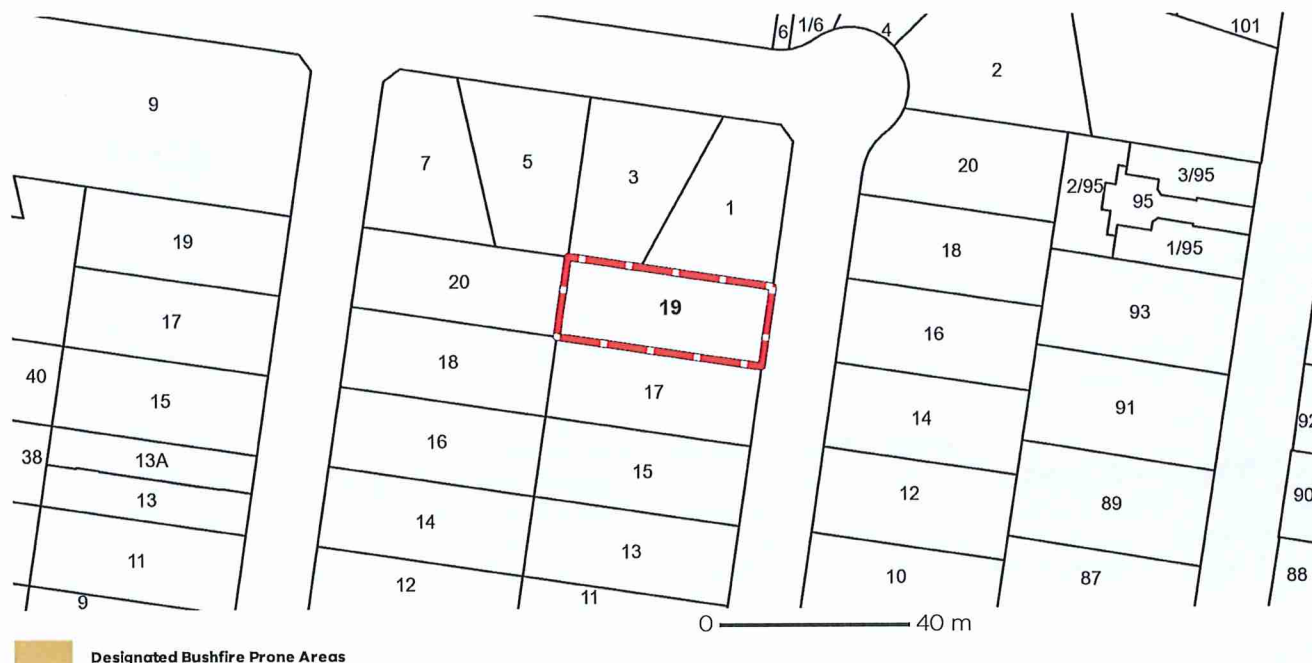
Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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PO Box 1, Doncaster, 3108
(03) 9840 9333
manningham@manningham.vic.gov.au

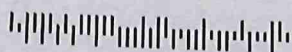


Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2025 to 30 June 2026

016849



029
H12

KB Joshi
19 Gilmore Road
DONCASTER VIC 3108

TAX INVOICE

Date of issue: 21 July 2025

Property ID: 60533

Amount Due:
\$3,268.30

Due Date:
30 September 2025



To receive your
notice via email,
please register at:

erates.manningham.vic.gov.au

Property details

19 Gilmore Road
DONCASTER VIC 3108
Lot 38 LP 56685 Vol 8430 Fol 125

AVPCC: 110 - Detached Dwelling
Property Owner(s): KB Joshi

Property valuation

Level of value date	1 January 2025
Valuation effective date	1 July 2025
Site value (SV)	\$1,100,000
Capital improved value (CIV)	\$1,225,000
Net annual value (NAV)	\$61,250

Arrears - Overdue and payable immediately - \$2,604.10

Council Rates and Charges

General Rate 0.00157946 X CIV	\$1,934.80
Waste Standard Service	\$303.50
Council Rates and Charges Total	\$2,238.30

State Government Charges

Waste Standard Service - EPA Landfill Levy	\$70.00
ESVF Residential Fixed	\$136.00
ESVF Residential Variable 0.000173 X CIV	\$211.90
State Government Charges Total	\$417.90

Emergency Services and Volunteers Fund (ESVF) - previously known as Fire Services Property Levy

Payments or changes received after 13/07/2025 may not be included on this notice.

TOTAL \$5,260.30

Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

HOW TO PAY See reverse for details

Option A - 4 instalments

30/09/2025	\$3,268.30
30/11/2025	\$664.00
28/02/2026	\$664.00
31/05/2026	\$664.00

Please see reverse
for further details

Amount Due
\$3,268.30

Option B - 10 instalments (DIRECT DEBIT ONLY)

15/09/2025	\$2,866.30
15/10/2025	\$266.00
17/11/2025	\$266.00
15/12/2025	\$266.00
15/01/2026	\$266.00
16/02/2026	\$266.00
16/03/2026	\$266.00
15/04/2026	\$266.00
15/05/2026	\$266.00
15/06/2026	\$266.00

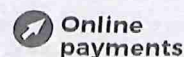


Make direct debit payments in either 4 or 10 instalments from your nominated bank account. Apply online at manningham.vic.gov.au/direct-debit-request-form

You can only apply for this option if the rates are paid up to date.



Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano العربية



To pay your rates online, visit manningham.vic.gov.au/pay-rates-online

Payment Reference No:
605337



Bill Code:
1099
Reference No:
1000605337



Australia Post
13 18 16

Billpay Code:
0918
Reference No:
1796 7141 7

Property ID
60533

Property address
19 Gilmore Road DONCASTER VIC 3108

FIRST INSTALMENT \$3,268.30



*918 179671417

Remove slip and attach to your cheque/money order and make it payable to Manningham Council. Please note, receipts will not be issued for payments received by post.



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

29th August 2025

Legoll Lawyers C/- LANDATA
LANDATA

Dear Legoll Lawyers C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	19 GILMORE ROAD DONCASTER 3108
Applicant	Legoll Lawyers C/- LANDATA LANDATA
Information Statement	30968377
Conveyancing Account Number	7959580000
Your Reference	25-5231 Krunal B Joshi

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Anelli'.

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	19 GILMORE ROAD DONCASTER 3108
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	19 GILMORE ROAD DONCASTER 3108
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

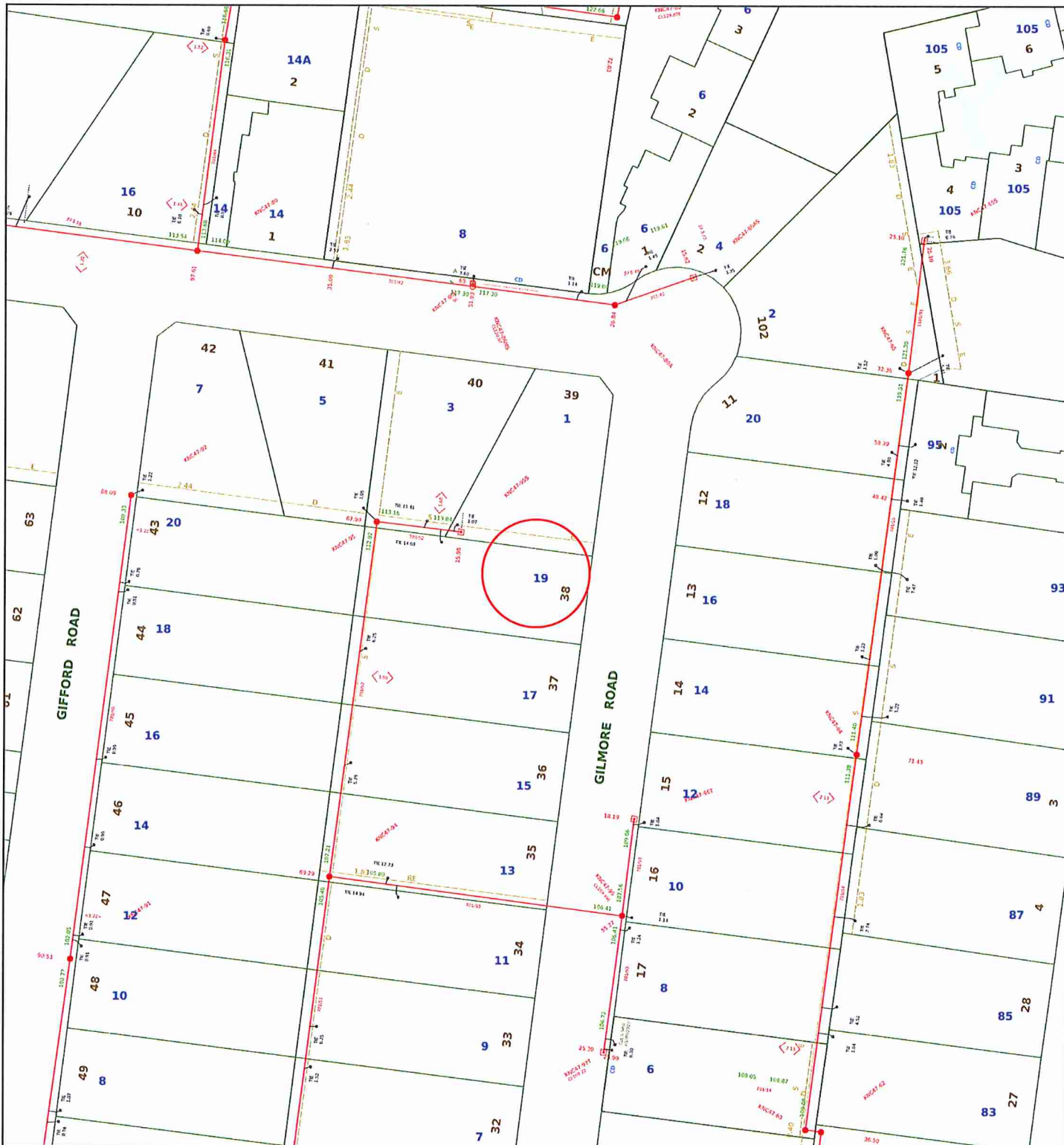
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 30968377		Address 19 GILMORE ROAD DONCASTER 3108		 Yarra Valley Water ABN 93 066 902 501	
		Date 29/08/2025			
		Scale 1:1000			
Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Legoll Lawyers C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7367869367
Rate Certificate No: 30968377

Date of Issue: 29/08/2025
Your Ref: 25-5231 Krunal B Joshi

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
19 GILMORE RD, DONCASTER VIC 3108	38\LP56685	1310818	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	17-04-2025 to 17-07-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$191.01
	Total for This Property		\$388.99

GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1310818

Address: 19 GILMORE RD, DONCASTER VIC 3108

Water Information Statement Number: 30968377

HOW TO PAY



Bill Code: 314567
Ref: 73678693670

Amount
Paid

Date
Paid

Receipt
Number

Property Clearance Certificate
Land Tax



LEGOLL LAWYERS
Your Reference: LD:77932905-015-6.25-5231 K
Certificate No: 92982355
Issue Date: 29 AUG 2025
Enquiries: ESYSPROD

Land Address: 19 GILMORE ROAD DONCASTER VIC 3108

Table with 7 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 2853891, 38, 56685, 8430, 125, \$0.00

Vendor: KRUNAL JOSHI
Purchaser: NOT KNOWN NOT KNOWN

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MR KRUNAL BIPINBHAI JOSHI, 2025, \$1,175,000, \$0.00, \$0.00, \$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

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

Table with 2 columns: Description, Value. Rows: CAPITAL IMPROVED VALUE (CIV): \$1,275,000; SITE VALUE (SV): \$1,175,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 92982355

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 = \$6,225.00

Taxable Value = \$1,175,000

Calculated as \$4,650 plus (\$1,175,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$12,750.00

Taxable Value = \$1,275,000

Calculated as \$1,275,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92982355

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92982355

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



LEGOLL LAWYERS

Your Reference: LD:77932905-015-6.25-5231 Krun
Certificate No: 92982355
Issue Date: 29 AUG 2025
Enquires: ESYSPROD

Land Address: 19 GILMORE ROAD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2853891	38	56685	8430	125	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,275,000
SITE VALUE:	\$1,175,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92982355

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



LEGOLL LAWYERS

Your LD:77932905-015-6.25-5231
Reference: KRUN
Certificate No: 92982355
Issue Date: 29 AUG 2025

Land Address: 19 GILMORE ROAD DONCASTER VIC 3108

Lot	Plan	Volume	Folio
38	56685	8430	125

Vendor: KRUNAL JOSHI
Purchaser: NOT KNOWN NOT KNOWN

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: 92982355

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 92982354

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92982354

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

DATED

2025

KRUNAL BIPINBHAI JOSHI

VENDOR STATEMENT

Property: 19 Gilmore Road, Doncaster Vic 3108

Legoll Lawyers
Solicitors
17 Nicole Avenue
DANDENONG NORTH VIC 3175
Tel: 03 9792 4202
Email: info@legoll.com.au
Ref: AA:25-5231