

DATED

LAILA SAAD

to

CONTRACT OF SALE OF REAL ESTATE

Property: 35 MORETON BAY BOULEVARD LYNDHURST VIC 3975

OB CONVEYANCING

PO Box 361,
Endeavour Hills VIC 3802

Tel: 03 9700 1292
Mobil: 0447 224 441
Ref: OB:2504290

Contract of Sale of Real Estate

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

Property address: **35 MORETON BAY BOULEVARD LYNDBURST VIC 3975**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... On...../...../.....

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)

SIGNED BY THE VENDOR:

..... on...../...../.....

Print name(s) of person(s) signing: **ASHRAF SAAD as Attorney in accordance with the POA dated 28 March 2006**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

Vendor

LAILA SAAD

Email:

Vendor's legal practitioner or conveyancer

OB CONVEYANCING

PO Box 361, ENDEAVOUR HILLS VIC 3802

Email: ob@obconveyancing.com.au

Tel: 03 9700 1292

Mob: 0447 224 441

Fax:

Ref: OB:2504290

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:..... Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10758 Folio 011	160	PS501256V
Volume Folio		

OR

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

The land includes all improvements and fixtures.

Property address:

The address of the land is: **35 MORETON BAY BOULEVARD LYNDHURST VIC 3975**

Goods sold with the land:

All fixtures and fittings of a permanent nature as inspected.

Payment (general condition 11)

Price

Deposit _____ by

Balance \$ _____ payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount: \$

Approval date:

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

Special conditions

SPECIAL CONDITIONS

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS MARKED WITH AN 'X' OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

1. ☒ DEFINITIONS

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and unless the context requires otherwise:

Approval	means the approval or consent of a third party.
Authority	means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law.
Bank	means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.
Building Law	means the Building Act 1993 and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements.
Business Day	means a day other than a Saturday, Sunday or public holiday in Melbourne.
Claim	includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so.
Contaminant	means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos); and 'Contamination' has a corresponding meaning.
Contract	means this contract of sale of real estate and includes the annexures.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Costs	includes costs, charges and expenses, including those incurred in connection with advisors.
DDF	means the online form called "Digital Duties Form" generated from the SRO website.
Due Diligence Materials	means any documents, information or materials provided by or made available by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner to the Purchaser in connection with the Property prior to or after the Day of Sale and includes documents, information or materials: a) attached or referred to in this Contract; and (b) contained in the Vendor's Statement.
Environmental Law	means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean-up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property.
General Conditions	are the conditions set out in Form 2 in the Schedule to the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980 as amended by this Contract.
Goods	means the goods referred to in the Particulars of Sale.
GST	has the meaning it has in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and

	includes related and imposition law.
Law	includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future).
Planning Documents	means the planning permits, plans and associated documents relating to the Property, including those disclosed in the Vendor's Statement (if any).
Property	means the Land and improvements constructed on the Land as at the Day of Sale and where the context allows, includes the Goods.
Sale of Land Act	means the <i>Sale of Land Act 1962</i> .
Services	means all existing water, sewerage, drainage, electricity, telephone or other installations, services and utilities at the Property.
Settlement	means the date the Purchaser accepts title to the Property and pays the Price in full.
SRO	means the State Revenue Office of Victoria.
Transfer	means the instrument of transfer of the Land that will enable the Purchaser to become registered proprietor of the Land.

2. ☒ INTERPRETATION

In the interpretation of this Contract, unless the context otherwise requires:

- a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- b) the singular includes the plural and vice versa and words of one gender include the other genders;
- c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- e) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- f) 'person' includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);
- g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- i) a reference to 'include' or 'including' means includes, without limitation, or including, without limitation, respectively;
- j) anything includes each part of it;
- k) any reference to time in this Contract is a reference to time in Melbourne; and
- l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

3. ☒ AMENDMENT TO GENERAL CONDITIONS

The Purchaser and Vendor agree that if there is:

- i. Any inconsistency between the provisions of the General Conditions and Special Conditions then, except in the case of manifest error, to the extent of any inconsistency, the provisions of the Special conditions will prevail and have priority: and

- ii. Any inconsistency between these Special Conditions and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of these Special Conditions will prevail and have priority over any other Special Conditions.

4. ☒ AUCTION CONDITIONS

- a) The property is offered for sale by public auction subject to the Vendor's reserve price.
- b) The highest bidder whose bid is accepted shall be the Purchaser.
- c) The Rules for the Conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.
- d) If any dispute arises as to any bidding, the property shall be put up again at the last undisputed bid or the auctioneer shall determine the dispute.
- e) A person shall not at any bidding advance less than the sum named by the auctioneer and no bid shall be retracted.
- f) The Vendor reserves the right to refuse to accept any bid, to withdraw the property from sale at any time before it has been knocked down without declaring the reserve price and to make one or more bids either personally or by his agent.
- g) A bid shall constitute an offer made by the person who bids to enter into this Contract of Sale at the price bid by that person and agreement by that person to the terms and conditions of this Contract of Sale, including this Special Condition, and when the property is knocked down by the Vendor's auctioneer, the Vendor shall be deemed to have accepted the offer so made by the person to whom the property has been so knocked down at a price last bid by that person and the property shall also then be deemed sold to that person at that price upon the terms and conditions herein contained.
- h) The person to whom the property is knocked down shall immediately after the fall of the hammer sign this Contract of Sale and pay the deposit to the Vendor's Agent.
- i) If at the expiration of ten (10) minutes after the property has been knocked down (or such extended period as the Vendor may allow) the person to whom the property has been knocked down has failed to sign this Contract of Sale and/or pay the deposit money, then the Vendor may immediately or at any time thereafter at the Vendor's option sell the property either by auction or by private treaty to any other person and the person to whom the property has been knocked down but who has not signed this Contract of Sale and/or paid the deposit money shall:
 - i. have no right of action against the Vendor or the Vendor's agent;
 - ii. not be entitled to call for a Contract of Sale of the property;
 - iii. have no interest in the land, whether legal or equitable;
 - iv. be liable to pay to the Vendor on demand any deficiency in price on such resale together with all of the Vendor's costs and expenses of such resale.

5. ☒ GENERAL CONDITIONS

General Conditions 5, 7, 24.4, 24.5, 24.6, 28.3(b) do not apply to this Contract.

6. ☒ PURCHASER ACKNOWLEDGEMENTS

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given;

- a) A copy of this Contract of Sale in compliance with Section 53 of the Estate Agents Act; and
- b) A signed statement by the Vendor pursuant to Section 32 of the Sale of Land Act 1962.

7. ☒ WHOLE AGREEMENT

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

8. ☒ PAYMENT OF DEPOSIT

If the deposit payment due date is not specified in the Particulars of Sale, the Deposit is due on the day that is 14 days after the day of sale.

9. ☒ REPRESENTATION & WARRANTY

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

10. ☒ REPRESENTATION & WARRANTY AS TO BUILDING

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

11. ☒ PLANNING

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

12. ☒ PROPERTY CONDITION – PURCHASER ACKNOWLEDGEMENTS

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e) Subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property in its present condition, state of the boundary lines and with any defects existing at the date hereof. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

13. ☒ CONTAMINATION

- a) The purchaser accepts the property in its present condition and state of repair and latent or patent defects including if any unknown future contamination by any hazardous substances arise
- b) The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

14. ☒ PERSONAL PROPERTY SECURITIES REGISTER

- a) Any Security Interest registered in respect of the Vendor under the PPSR is not an Encumbrance for the purposes of this contract.
- b) The Purchaser must not Object to any Security Interest and the Purchaser agrees that the Vendor is not required to:
 - i. release or otherwise discharge any Security Interest; or produce to the Purchaser a deed of release of the Property (or any part of the Property) from the Security Interest at or prior to Completion.

15. ☒ CONFIDENTIALITY

All information given to the Purchaser in relation to the sale of the property is confidential and will not be disclosed by the Purchaser to any party other than to family, advisers and mortgagees, and the Purchaser shall take all reasonable steps to ensure compliance with this confidentiality requirement by associates, employees, advisers, friends and family.

16. ☒ FOREIGN PURCHASER

The Purchaser warrants:

- a) That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the Purchaser.

17. ☒ DIRECTOR'S GUARANTEE & WARRANTY

In the event that the Purchaser is a corporate entity, then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

18. ☒ STAMP DUTY – MORE THAN ONE PERSON

- a) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the Property ("the proportions")

Name.....%

Name.....%
- b) If the proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional stamp duty which may be assessed as a result of the variation.

- c) The Purchaser's will fully indemnify the Vendor and the Vendor's legal representatives against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in this Contract or any other matter whatsoever.
- d) This Special Condition will not merge on completion of this Contract.

19. ☒ ACCEPTANCE OF TITLE

General condition 12.4 is added:

- a) 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.

20. ☒ DEFAULT

The Purchaser agrees that in the event the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the vendor and the purchaser ("the contract") for payment of the residue as defined in the contract ("the due date"), the vendor may suffer the following reasonable foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- a) All legal costs and expenses incurred by the vendor resulting from the purchaser's breach of this Contract which includes the additional legal fees of the vendor's legal representative and legal costs of issuing any Notice of Default, which amounts are to be paid at settlement.
- b) A fee for Rescheduling from due date payable to the Vendor's representative in the sum of \$350.00 plus GST in addition to such fees levied by the Vendor's Mortgagee and any third parties. Such amounts are to be transferred to the vendor's legal representative's account prior to settlement or if agreed by the representatives, adjusted in the statement of adjustments.

21. ☒ STATEMENT OF ADJUSTMENTS

- a) The Purchaser will not be liable to contribute to any land tax owing or already paid on the property (if any). It is agreed that any land tax (whether paid or outstanding) will not be apportioned to the purchaser as an allowable adjustment in the statement of adjustments.
- b) The purchaser's representative must provide the statement of adjustments to the vendor's legal representative within 5 clear business days prior to settlement. If the statement of adjustments is not delivered within 5 clear business days prior to settlement, the purchaser acknowledges and agrees that the vendor will incur additional legal fees because of the delay. The purchaser is also deemed to be in default under the contract and the vendor has all the rights to postpone settlement. The purchaser acknowledges and agrees to pay the sum of \$300.00 plus GST at settlement or if agreed by the representatives, adjusted in the statement of adjustments as a result of this delay.
- c) If any Outgoings and land tax have not been paid or are owing by the Vendor at the Settlement Date, the Vendor is not required to pay the Outgoings and/or land tax at settlement and the Purchaser must accept the Vendor's undertaking to pay the Outgoings and/or land tax after Settlement.
- d) The purchaser must provide copies of all certificates and other information used to calculate the statement of adjustments.
- e) The only acceptable method of delivering the Statement of Adjustments is via email.

22. ☒ VARIATION & EXTENSION REQUEST BY PURCHASER

- a) The Purchaser acknowledges and agrees if the Vendor has granted an extension for finance approval, the words in GC 14.2 (c) "within 2 clear business days after the approval date or any later date allowed by the vendor" is replaced with "by the new approval date or any later date allowed by the vendor";
- b) The purchaser acknowledges and agrees, if requested by the vendor, to provide all relevant documentation within 2 clear business days showing they are making every effort to obtain finance if a finance extension has been requested.

23. ☒ RE-ADJUSTMENT

- a) The vendor may make further adjustments or re-adjustments to the statement of adjustments after settlement, if in the vendors opinion the statement of adjustments was incorrect, changed, or reduced.
- b) This special condition will not merge on settlement and will continue in full force and effect.

24. ☒ NOMINATION

If the named purchaser chooses to nominate an additional or substitute purchaser, the named purchaser shall remain personally liable for the due performance and obligations of all the named purchasers under the contract.

- a) If the nominated purchaser is an incorporated body, then the named purchasers must deliver a personal guarantee to the vendors representative signed by all the directors of the said incorporated body.
- b) Execute any other documents required by the vendor's representative, including a new contract of sale.

25. ☒ DISPUTE

The Purchaser is not entitled to delay settlement or withhold payment of monies owing to the Vendor if a dispute arises.

26. ☒ NOTICES

General condition 21 is replaced with the following:

21. NOTICES

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

27. ☒ SERVICE

General condition 17 is replaced with the following:

17. SERVICE

- 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.

2. A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
3. A document is sufficiently served:
 - a) personally, or
 - b) by pre-paid post, or
 - c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - d) by email.
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.
5. The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

28. ☒ PAYMENT

General condition 11 is replaced with the following:

11. PAYMENT

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.
2. If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - a) must not exceed 10% of the price; and
 - b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
3. The purchaser must pay all money other than the deposit:
 - a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
4. Payments may be made or tendered:
 - a) up to \$1,000 in cash; or
 - b) by cheque drawn on an authorised deposit-taking institution; or
 - c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

 - d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

- e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 5. At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 6. Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 7. Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 8. As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 9. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 10. For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.

29. ☒ SMOKE ALARMS

The purchaser will at his own cost and expense comply with any requirement pursuant to section 32 of the Sale of Land Act, Domestic Building Act and/or any other Act or regulation governing the installation of a smoke alarm. The purchaser agrees to indemnify the vendor from any responsibility or requirements for complying with the Australian standards.

30. ☒ SWIMMING POOL, SPA AND/OR WADING POOL SAFETY FENCES

- a) All swimming pools, spa and/or wading pools must comply with the national standards relating to safety fences and access from buildings.
- b) The Purchaser acknowledges the Vendor makes no representations or warranties in relation to the compliance of any fences or access.
- c) The Purchaser acknowledges the Vendor has not yet registered the swimming pool, spa and/or wading pool in accordance with the new mandatory requirements introduced by the Victorian Government under the Building Amendment (Swimming Pool & Spa) Regulations 2019. Therefore, the compliance certificate has also not yet been obtained.
- d) The Purchaser acknowledges and agrees that compliance and any costs associated with legislation requirements in relation to safety fences and access will become the responsibility of the Purchaser from the day of sale.
- e) The Purchaser agrees and acknowledges that they are buying and will accept delivery of the swimming pool, spa and/or wading pool in its present condition and agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

31. ☒ LOAN APPROVAL

General Condition 14 is amended by the addition of the following:

14.2 (e) – Provides written proof to the vendor that the loan was not approved from the bank or financial institution. This document must also explain the reasoning of the decline.

The Purchaser acknowledges that a letter from the mortgage broker is not sufficient and will not be accepted by the vendor

32. ☒ ELECTRONIC CONVEYANCING

Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- a) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- c) Each party must:
 - (i) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (ii) 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*
 - (iii) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- d) The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions' legislation.
- e) The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- f) Settlement occurs when the workspace records that:
 - i. The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - ii. If there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- g) The parties must do everything reasonably necessary to effect settlement:
 - i. electronically on the next business day, or
 - ii. at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- h) 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.
- i) The Vendor must:
 - i. before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - ii. direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,

- iii. 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
- iv. direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.

33. ☒ TAX INVOICE

General condition 13.3 is replaced with the following:

- 1. If the Vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
 - a) the price includes GST; or
 - b) the Purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- 2. The Purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

34. ☒ GST WITHHOLDING

- a) 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- b) This special condition applies if the Purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the Vendor from compliance with section 14-255.
- c) 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.
- d) The Purchaser must:
 - i. 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 special condition; and
 - ii. ensure that the representative does so.
- e) 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:
 - i. 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 special condition on settlement of the sale of the property;

- ii. 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
 - iii. otherwise comply, or ensure compliance, with this special condition; despite
 - iv. any contrary instructions, other than from both the Purchaser and the Vendor; and
 - v. any other provision in this contract to the contrary.
- f) The representative is taken to have complied with the requirements of special condition 8.5 if:
 - i. settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - ii. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- g) 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:
 - i. so agreed by the Vendor in writing; and
 - ii. the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the Purchaser gives the bank cheque in accordance with this special condition 8.7, the Vendor must:
 - iii. immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - iv. 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.
- h) The Vendor must provide the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- i) A party must provide the other party with such information as the other party requires to:
 - i. decide if an amount is required to be paid or the quantum of it, or
 - ii. comply with the Purchaser's obligation to pay the amount,
 - iii. 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.
- j) The Vendor warrants that:
 - i. 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
 - ii. 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.

- k) 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:
 - i. the penalties or interest arise from the Vendor's failure, including breach of a warranty in special condition 8.10; or
 - ii. 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).
- l) 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.
- m) This special condition will not merge on settlement

35. ☒ GOODS AND SERVICES TAX (GST)

- a) The Purchaser warrants that the Property is to be used predominately for residential accommodation.
- b) In addition to General Condition 19, if the Vendor becomes liable for Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST") in respect of the sale of the property then the Vendor will require the Purchaser to reimburse the Vendor for the full amount of same which it is obliged to pay in respect of the sale of the Property notwithstanding the manner in which such tax is levied or how or why it shall be payable.

36. ☒ IDENTITY OF LAND

The Purchaser accepts that the Lot as offered for sale is identical with the Lot described in the Plan and is not entitled to and must not Object in respect of:

- a) any alleged misdescription of the Land;
- b) any deficiency or discrepancy in the Property's location;
- c) any patent or latent defects in the Lot or Lots; and
- d) upon registration of the Plan, must not call upon the Vendor to amend title or to bear any part of the cost of doing so.

37. ☒ SOLAR PANELS

If solar panels are attached to the building on the land, the Vendor makes no representation or provides any warranties whatsoever regarding the solar panels or inverter installed on the property being sold. This includes their condition, state of repair, fitness for purpose, input, feed-in tariff, or any benefits arising from the electricity generated by the solar panels. The Purchaser acknowledges that any current arrangements with energy suppliers will cease upon settlement of the purchase, and it will be the Purchaser's responsibility to liaise with the relevant energy suppliers after settlement for any benefits or ongoing services, including but not limited to the transfer of any existing feed-in tariffs, credits, or rebates. The Purchaser agrees to assume full responsibility for the solar panels and associated systems from the date of settlement, including any maintenance, repair, or upgrades that may be required thereafter.

38. ☒ SALE SUBJECT TO COMPLETION OF SURVIVORSHIP APPLICATION

- a. The Purchaser acknowledges that one of the registered proprietors on Title, Hassan Aly Hassan Saad, is deceased.
- b. The Purchaser further acknowledges that Laila Saad is the surviving proprietor, and that a Survivorship Application will be lodged and registered prior to settlement.
- c. This Contract is conditional upon the successful registration of the Survivorship Application, resulting in the Title being solely in the name of Laila Saad.
- d. In the event that settlement is delayed due to the registration of the Survivorship Application, the settlement date shall be extended to two (2) business days after the Vendor provides written notice to the Purchaser's legal representative confirming that the Survivorship Application has been registered.
- e. The Purchaser acknowledges and agrees not to rescind, terminate, delay, object to, or make any requisition or claim for compensation in relation to any matter arising from or connected with the Survivorship Application or the delay in settlement resulting from it.

39. ☐ PEST INSPECTION

If the above square box is marked with an 'X', the contract is subject to the Purchaser obtaining a pest inspection by a licensed pest inspector within 7 days from the contract date unless extended by mutual agreement (the date). If the inspection report shows **MAJOR PEST INFESTATION**, the purchaser may end this contract by serving written notice to the vendor's legal representatives together with a copy of the report. All moneys paid hereunder must be immediately refunded to the purchaser if the contract is ended pursuant to this clause.

The Purchaser warrants and understands that they have inspected the property and will not call upon the Vendor to attend to any minor defects at the property that may or may not be reported in the inspection report.

40. ☐ BUILDING INSPECTION

If the above square box is marked with an 'X', the contract is subject to the Purchaser obtaining a building inspection by a licensed building inspector within 7 days from the contract date unless extended by mutual agreement (the date). If the inspection report shows any **MAJOR STRUCTURAL DEFECT**, the purchaser may end this contract by serving written notice to the vendor's legal representatives together with a copy of the report. All moneys paid hereunder must be immediately refunded to the purchaser if the contract is ended pursuant to this clause.

The Purchaser warrants and understands that they have inspected the property and will not call upon the Vendor to attend to any minor defects at the property that may or may not be reported in the inspection report.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that –
 - (i) the purchaser intends to use 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.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
 - (a) the personal property is of a kind that may 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land 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.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

ANNEXED A: GUARANTEE and INDEMNITY

I/We, of

And of

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

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

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

this day of 20.....

SIGNED by the said)
.....)
Print Name.....)
Director

in the presence of:)
.....)
Witness Name.....)
Witness

SIGNED by the said)
.....)
Print Name.....)
Director

in the presence of:)
.....)
Witness Name.....)
Witness

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.

Property	35 MORETON BAY BOULEVARD LYNDHURST VIC 3975	
Vendor's name	LAILA SAAD	Date / /
Vendor's signature	Signed by ASHRAF SAAD as Attorney in accordance with the POA dated 28 March 2006	
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) Are contained in the attached certificate/s.

Their total does not exceed \$5,500.00

This total does not include water consumption or sewerage disposal charges.

At settlement the rates will be adjusted between the parties so that each party bears the proportion of rates applicable in accordance with 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:

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not applicable

1.4 Sale Subject to Mortgage

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

Not applicable

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

This section 1.5 only applies if the land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

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	The AVPCC number is: 110
Is the land tax reform scheme land within the meaning of the CIPT Act?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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	The Entry Date of the land was: OR <input checked="" type="checkbox"/> 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 6 months and section 137B of the Building Act 1993 applies to the residence.

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Are contained in the attached copies of documents

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction affecting the property.

The purchaser should note that there may be sewers, drains, water pipes underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements, and which are not registered or required to be registered against the Certificate of Title.

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 regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

Name of Planning scheme:	CASEY PLANNING SCHEME
Name of responsible authority:	CASEY COUNCIL
Zoning of the land:	GENERAL RESIDENTIAL ZONE (GRZ) GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)

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:

None to the vendor's knowledge. The vendor has no means of knowing all decisions of public authorities and/or government departments affecting the land unless communicated to the vendor.

4.2 Livestock disease and/or agricultural Chemicals

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

None to the vendor's knowledge

4.3 Compulsory Acquisition

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

None to the vendor's knowledge

5. BUILDING PERMITS

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

Not applicable

6. OWNERS CORPORATION

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

Not applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

None to the vendor's knowledge

8. SERVICES

Information concerning the supply of the following services

SERVICE	STATUS
Electricity	Connected
Gas	Connected
Water	Connected
Sewerage	Connected
Telephone	Not Connected

Connected indicates that the services are provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider prior to settlement day and the purchaser will be liable for any costs associated to the re-connection of services.

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

Registered Title - VOLUME 10758 FOLIO 011
Lot 160 on Plan of Subdivision 501256V

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 the section 37 of the Subdivision Act 1988

Not applicable

10.3 Further Plan of Subdivision

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

Not applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (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 12)

(Additional information may be added to this section 12 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)

As below

VENDOR REPRESENTATION

The vendor confirms that this vendor statement is true and correct and has been prepared solely in accordance with the instructions from the information and documents provided or approved by the vendor. The vendor accepts sole responsibility of the accuracy of the information provided and for any omission of information, conditions and documents required, or which may later be deemed to be required by section 32 of the Sale of Land Act, Domestic Building Act, Owners Corporation Act and/or any other Act or regulation governing the sale of this property.

DATED:

LAILA SAAD

VENDOR STATEMENT

Property: 35 MORETON BAY BOULEVARD LYNDHURST VIC 3975



Phone: 03 9700 1292 Mob: 0447 224 441
ob@obconveyancing.com.au
PO Box 361,
Endeavour Hills VIC 3802
Ref: 2504290

Vendor GST Withholding Notice

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

Property Address: 35 MORETON BAY BOULEVARD LYNDHURST VIC 3975
Purchaser: The Purchaser/s named in the Particulars of Sale
Vendor: LAILA SAAD
Contract Price: Refer to Price detail in the Particulars of Sale.

Purchaser must make a GST Withholding Payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property:

☒ No ☐ Yes
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of the GST Withholding Payment:

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☒ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

I/We confirm I/we have sought advice from our accountant with regards to the above notice.

Signed by:



138E8953C3BE4DE

ASHRAF SAAD as Attorney in accordance with the POA dated 28 March 2006

Date: 16/4/2025

Date:

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

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

Page 1 of 1

VOLUME 10758 FOLIO 011

Security no : 124123740037N
Produced 16/04/2025 12:03 PM

LAND DESCRIPTION

Lot 160 on Plan of Subdivision 501256V.
PARENT TITLE Volume 09866 Folio 141
Created by instrument PS501256V 17/10/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
HASSAN ALY HASSAN SAAD
LAILA SAAD both of 17 BIRRONG AVENUE NOBLE PARK VIC 3174
AC485368D 19/11/2003

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AC485368D 19/11/2003

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

DIAGRAM LOCATION

SEE PS501256V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 35 MORETON BAY BOULEVARD LYNDHURST VIC 3975

DOCUMENT END

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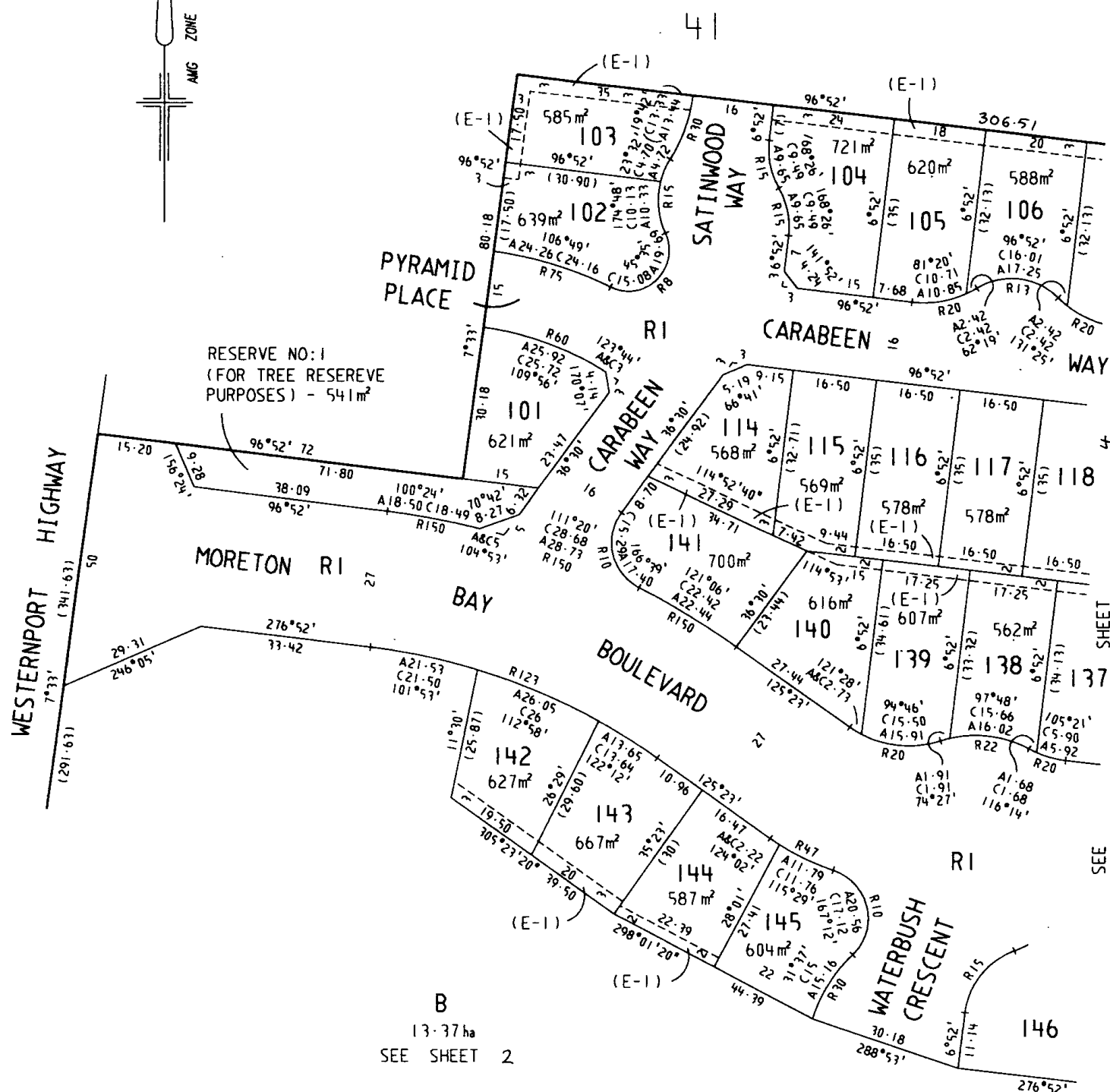
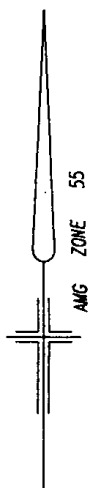
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PLAN OF SUBDIVISION		STAGE No. <div style="text-align: center;">---</div>	LTO USE ONLY <div style="text-align: center;">EDITION 1</div>	PLAN NUMBER <div style="text-align: center;">PS 501256V</div>
LOCATION OF LAND PARISH: EUMEMMERRING TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: 42 (PART) CROWN PORTION: ----- LTO BASE RECORD: DCMB TITLE REFERENCES: VOL.9866 FOL.141 LAST PLAN REFERENCE: LOT 1 L.P.215195Y POSTAL ADDRESS: 250 WESTERNPORT HIGHWAY (AT TIME OF SUBDIVISION) LYNDEHURST 3975 AMG CO-ORDINATES: E 346000 (OF APPROX. CENTRE OF PLAN) N 5786250 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : CASEY CITY COUNCIL REF : 502 / 2686 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / / 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED FOR LOTS EXCLUDING LOT A & B. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1 RESERVE NO:1	CASEY CITY COUNCIL CASEY CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY		STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.		
NOTES: TANGENT POINTS ARE SHOWN THUS : LOTS 1 TO 100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP 1734L		DATE OF ORIGINAL CERTIFICATION: / / THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 31, 231 AND 251 IN PROCLAIMED SURVEY AREA No. 45		
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND CASEY CITY COUNCIL SOUTH EAST WATER LIMITED
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	
ESTATE FIGTREE HILL ESTATE STAGE 1 NO.OF LOTS 63 AREA 6.327HA MEL: 129 A2				
LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 02/10/2003				
LTO USE ONLY PLAN REGISTERED TIME 11:56 AM DATE 17/10/2003 ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 5 SHEETS				
 breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:9818 0301 fax:9819 5597		LICENSED SURVEYOR GRAEME S. GILBERT SIGNATURE DATE 19/06/02 REF 6319/1 VERSION 4		
CHECKED NC	DATE 19/6/02	DATE 12/09/2002 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3		



breese pitt dixon pty ltd
alfred street,hawthorn,vic 3122
ph:9818 0301 fax:9819 5597

ORIGINAL

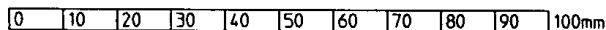
SCALE

LICENSED SURVEYOR GRAEME S. GILBERT

SIGNATURE DATE 19/06/02
REF: 6319/1 VERSION 4

SHEET 3 OF 5 SHEETS

DATE 12/9/02
COUNCIL DELEGATE SIGNATURE





PLAN OF SUBDIVISION

STAGE No.

--

PLAN NUMBER

PS 501256V

SEE SHEET 4

MORETON BAY BOULEVARD

154

155

156

157

RED OAK TERRACE

B

13.37 ha

SEE SHEET 2

MORETON BAY

RI

BOULEVARD

AYLMER

A

1.108 ha

SEE SHEET 2

ROAD

SILVERWATTLE DRIVE



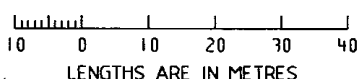
breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:9818 0301 fax:9819 5597

ORIGINAL

SHEET
SIZE
A3

SCALE

SCALE
1:800



LICENSED SURVEYOR GRAEME S. GILBERT

SIGNATURE
REF: 6319/1

DATE 19/06/02
VERSION 4

SHEET 5 OF 5 SHEETS

DATE 12/19/02
COUNCIL DELEGATE SIGNATURE

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Document Type	Instrument
Document Identification	AC485368D
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/04/2025 12:19

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TRANSFER OF LAND
Section 45 Transfer of Land Act 1958

Lodged by:

Name: **Robyn Calder**

Address:

Phone:

Ref:

Customer Code: **740F**



Lot 160 Fig Tree Co 96

Approved Form T2

AC485368D

19/11/2003 \$332 45



MADE AVAILABLE

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed

-together with any easements created by this transfer;

-subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and

-subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume **10758** Folio **011**

Estate and Interest: (e.g. "all my estate in fee simple")

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$98,000.00

Transferor: (full name)

AUSTRALAND HOLDINGS LIMITED ACN 008 443 696

Transferee: (full name and address including postcode)

HASSAN ALY HASSAN SAAD & LAILA SAAD
of 17 Birrong Avenue, Noble Park 3174

Directing Party: (full name)

Not Applicable



DAC485368D-1-9

Creation and/or Reservation and/or Covenant:

and the said Transferee DOES HEREBY for themselves, their transferees, executors, administrators and assigns and as separate covenants **COVENANT** with the said Transferor and its transferees, successors and assigns or other the registered proprietor or proprietors for the time being of all the lots on Plan of Subdivision No. PS 501256 V (the "Plan") except the lot or lots hereby transferred that they will not:-

(a) at any time erect, construct, build or cause or permit to be erected, constructed or built on the lot or each of the lots (as the case may be) hereby transferred:-

(i) any building other than one private dwelling house with the usual outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of 148m2.

Continued on T2 Page 2

Approval No. 14039912A

ORDER TO REGISTER
Please register and issue title to

T2

Signed

Cust. Code:



STAMP DUTY USE ONLY

2152

Original Transfer of Land
Stamped with: \$2,152.00
Trn: 1665738 19-NOV-2003
SRD Victoria Duty, BRW1

THE BACK OF THIS FORM MUST NOT BE USED

Co 20 204

- (ii) any dwelling house (including garage or carport) of which less than seventy-five (75%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;
- (iii) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;
- (iv) any dwelling house with roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material;
- (v) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;

(b) erect or cause or permit to be erected or remain erected: -

- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 2 metres; *except a fence*
- (ii) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of timber palings which ~~does not have~~ *has*, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence. *has*
- (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5m and, if the height exceeds 1.2m, which is less than 50% transparent; *has*
- (iv) any fence on either side boundary of any Lot between the front boundary and the minimum setback referred to in (e) below unless a front fence is constructed.
- (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:-
- (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
- (bb) that is of the same design and construction as the front fence along that part of the side boundary from the front boundary to at least the minimum set back referred to in (e) below and of the same design and construction prescribed in (ii) above along the remainder of that side boundary.

Dated: *Do Not Date*

Execution and attestation



DAC485368D-2-7

EXECUTED by AUSTRALAND HOLDINGS LIMITED
ACN 008 443 696 By being signed by its Attorney

USE PETER JOHN HOWEN
under Power of Attorney dated *20 JULY 2000*
in the presence of:

[Signature]
PJH.

[Signature]
.....Witness

SIGNED by HASSAN ALY HASAN SAAD
in the presence of:

Witness *X Busigan*
witness to sign here

X H.A. Saad
Hassan

SIGNED by the said LAILA SAAD by her
duly authorised attorney HASSAN ALY HASSAN SAAD
under Power of Attorney dated 1st July 1992
in the presence of:

H.A. Saad (P.O.A.)
Hassan

Witness *X Busigan*
witness to sign here

Approval No. 14039912A

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED

AC485368D

19/11/2003 \$332 45



ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 3 of T2 dated between AUSTRALAND HOLDINGS LIMITED ACN 008 443 696 to HASSAN ALY HASSAN SAAD & LAILA SAAD

Signatures of the parties

[Handwritten signatures]
 X *H.A. Saad* Hassan
 X *H.A. Saad* (P.O.A.)
 Hassan (on behalf of Laila)

Panel Heading

- (c) at any time park or store on or within such lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way as to be visible from any street adjacent or abutting such lot;
- (d) at any time keep, place or maintain any outside clothes drying or airing facility so as to be visible from any street adjacent to or abutting such lot;
- (e) at any time erect, construct, build or cause or permit to be erected, constructed or built on such lot any building which is not set back a minimum of 5 metres from the front lot boundary and a maximum of 6 metres from the front lot boundary or such greater minimum and maximum distances as required by the responsible authority.
- within 5 years of the date of registration of the Plan*
 (f) except with the consent in writing of the Transferor erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertisement boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the lot the Transferee shall be entitled to erect a sign advertising the lot for sale without the consent of the Transferor.

AND IT IS INTENDED:-

- (x) that the burden of this covenant shall be annexed to and run at law and in equity with the lot or each of the lots hereby transferred (as the case may be); and
- (y) that the benefit of this covenant shall be attached to and run at law and in equity with each and every lot on the said Plan of Subdivision other than the Lot or Lots hereby transferred (as the case may be); and
- (z) that a covenant in identical form and/or to similar effect shall be attached to each and every lot on the said Plan of Subdivision except Lot A and B.



DAC485368D-3-5

AC485368D

19/11/2003 \$332 45



Approval No. 14039912A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

From www.land.vic.gov.au at 17 April 2025 12:54 PM

PROPERTY DETAILS

Address: **35 MORETON BAY BOULEVARD LYNDHURST 3975**

Lot and Plan Number: **Lot 160 PS501256**

Standard Parcel Identifier (SPI): **160\PS501256**

Local Government Area (Council): **CASEY**

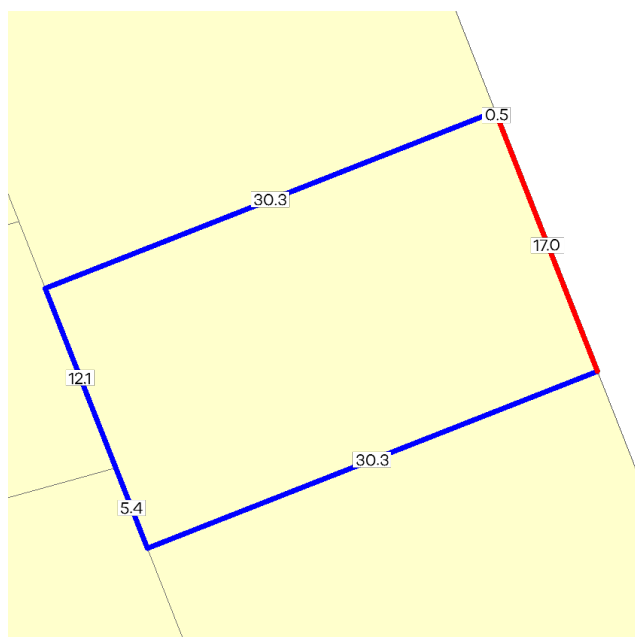
Council Property Number: **86365**

Directory Reference: **Melway 129 B3**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 530 sq. m

Perimeter: 96 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CARRUM**

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

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 17 April 2025 12:54 PM

PROPERTY DETAILS

Address: **35 MORETON BAY BOULEVARD LYNDHURST 3975**
Lot and Plan Number: **Lot 160 PS501256**
Standard Parcel Identifier (SPI): **160\PS501256**
Local Government Area (Council): **CASEY**
Council Property Number: **86365**
Planning Scheme: **Casey**
Directory Reference: **Melway 129 B3**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

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

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

PLANNING PROPERTY REPORT: 35 MORETON BAY BOULEVARD LYNDHURST 3975

Page 1 of 4

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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

Further Planning Information

Planning scheme data last updated on 17 April 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

RATE & VALUATION NOTICE

1 JULY 2024 - 30 JUNE 2025

City of Casey

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



032-3975 (66520)

H A H Saad & L Saad
35 Moreton Bay Boulevard
LYNDHURST VIC 3975

PROPERTY: 35 Moreton Bay Boulevard LYNDHURST VIC 3975
Lot 160 PS 501256V

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

OPERATIVE DATE:
(Effective from) 1 JULY 2024

CAPITAL IMPROVED VALUE:
(Total Property Value) **\$725,000**

SITE VALUE:
(Land Value) **\$550,000**

NET ANNUAL VALUE: **\$36,250**

RATES & CHARGES:

CALCULATION:

AMOUNT:

Fire Service Levy Residential Fixed	132.00	\$132.00
Fire Service Levy Residential Variable	(.000087 x CIV)	\$63.08
Garbage With Garden Waste 120L	@ \$440.00	\$440.00
General Rate	@ \$0.0021564609 x CIV	\$1,563.43
Pension Rebate on Fire Service Levy		-\$50.00
Pension Rebate Government		-\$259.50

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

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:

110 - Detached Dwelling

RATE CAPPING

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

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



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



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

ISSUE DATE: 05/08/2024

PROPERTY ID: 86365

ACCOUNT REF NO.: 00863658

(i) All arrears outstanding, not subject to a formal payment plan, must be paid immediately to avoid further interest charges (currently set at 10% PA).

THREE PAYMENT OPTIONS:

OPTION 1:

PAY OVER 4 INSTALMENTS

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

- Instalment 1: **30 September 2024**
\$472.26
- Instalment 2: **2 December 2024**
\$472.25
- Instalment 3: **28 February 2025**
\$472.25
- Instalment 4: **2 June 2025**
\$472.25

OPTION 2:

PAY IN FULL **\$1,889.01**

Due by **17 February 2025**

OPTION 3:

PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS

Existing Direct Debit arrangements will continue from **30 September 2024**

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

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



Bill Code: 8995
Ref: 00863658

BPAY® this payment via internet or phone banking.

BPAY View® - View and pay this bill using internet banking.

BPAY View Registration No.: 00863658

INSTALMENT AMOUNT:

DUE BY 30/09/2024 **\$472.26**

TOTAL AMOUNT:

DUE BY 17/02/2025 **\$1,889.01**

DATE: / /

\$

RATEPAYER: H A H Saad & L Saad
PROPERTY: 35 Moreton Bay Boulevard LYNDHURST VIC 3975
PROPERTY ID: 86365



*71 179 863658 87



TIS: 131450 (Translating and Interpreting Service) المترجم التورني مترجم شفاهي مترجم كتابي

CASEY.VIC.GOV.AU

OB Conveyancing C/- Triconvey
(Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 160 35 MORETON BAY
BOULEVARD LYNDHURST 3975
160 PS 501256

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53M//14166/00031	LANDATA CER 76506396-023-3	16 APRIL 2025	49117724

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		<u>\$172.94</u>
TOTAL UNPAID BALANCE		\$172.94

- The meter at the property was last read on 03/03/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.46 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

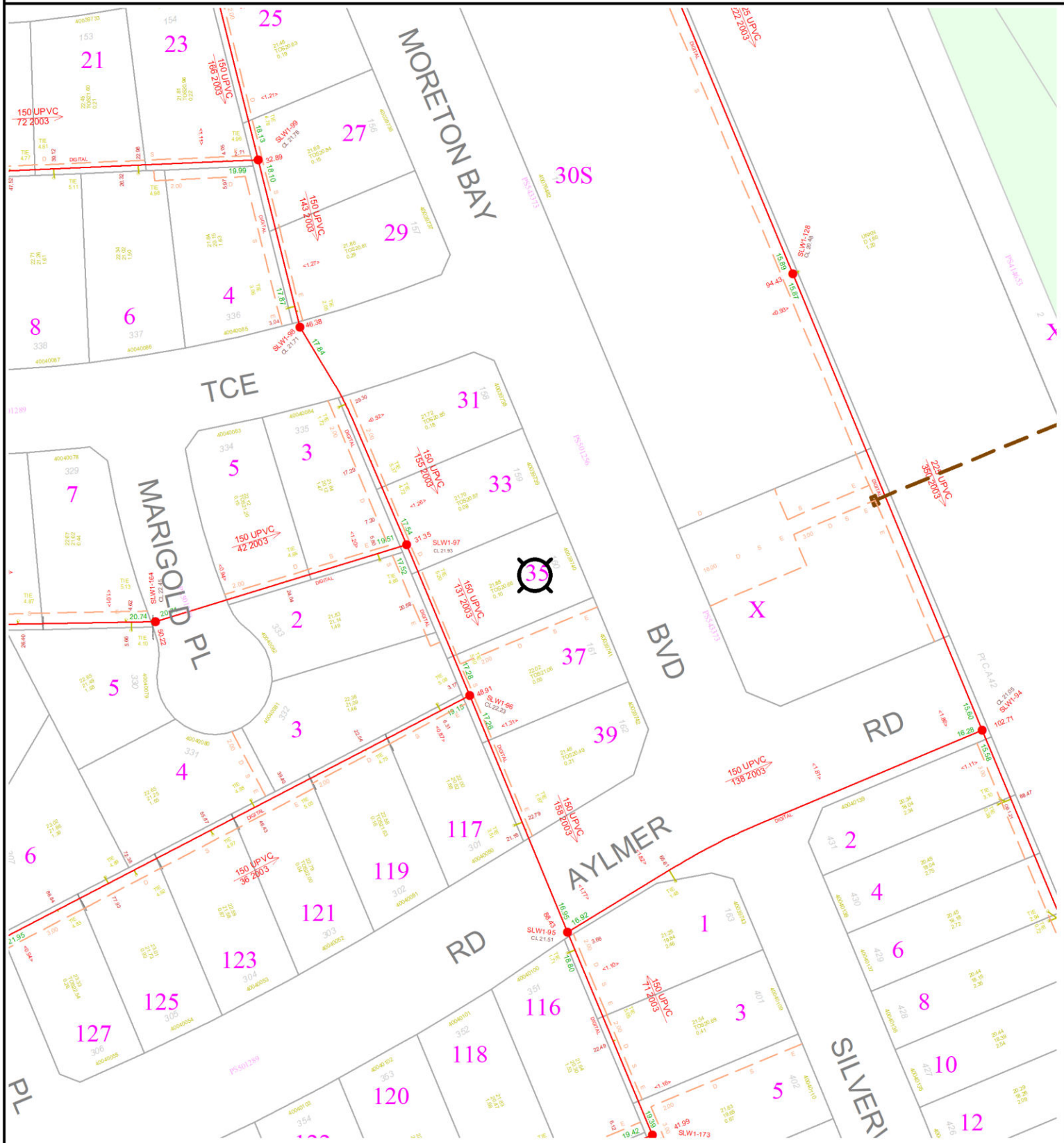
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

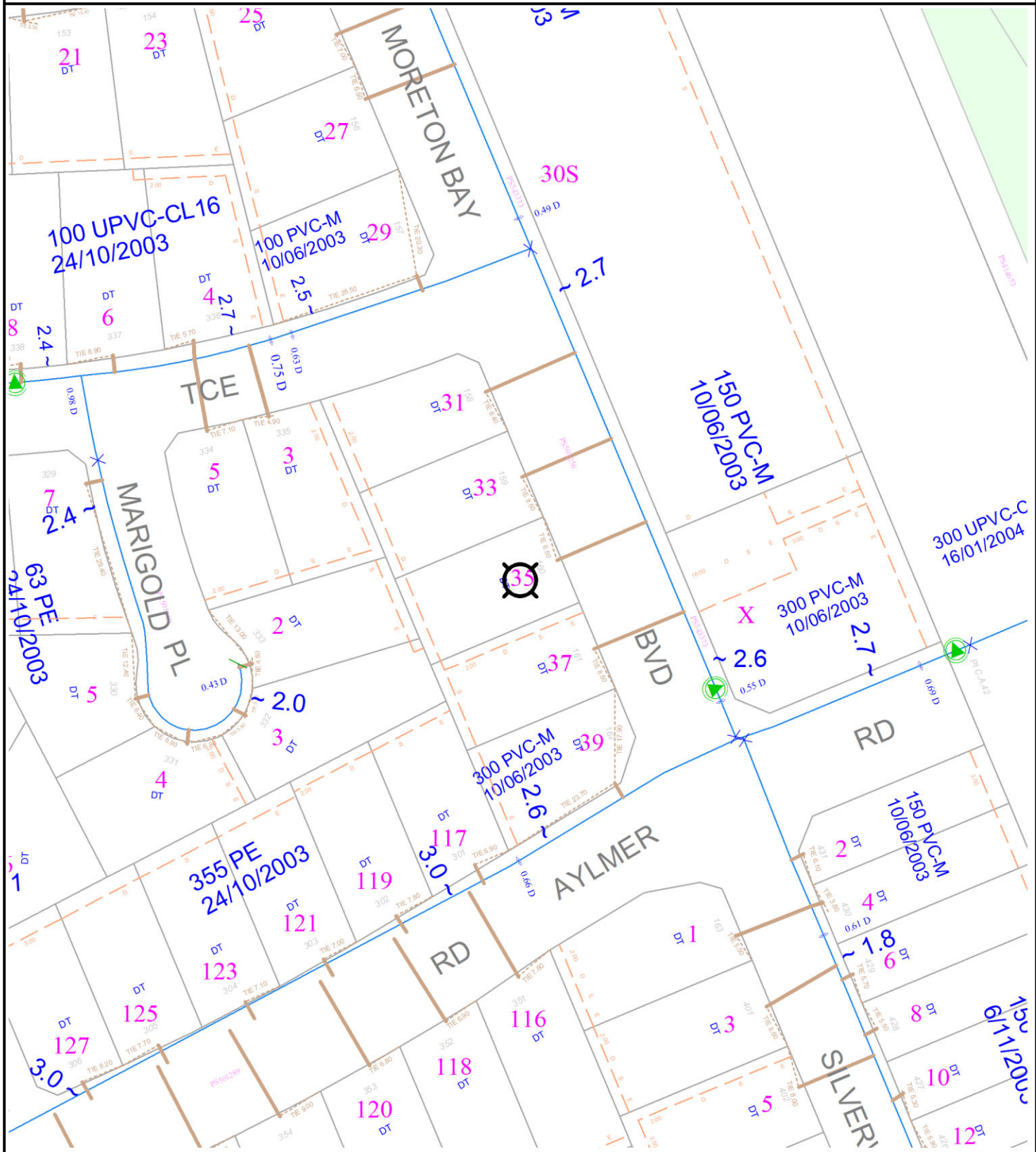
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



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

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



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



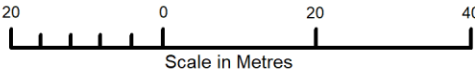
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

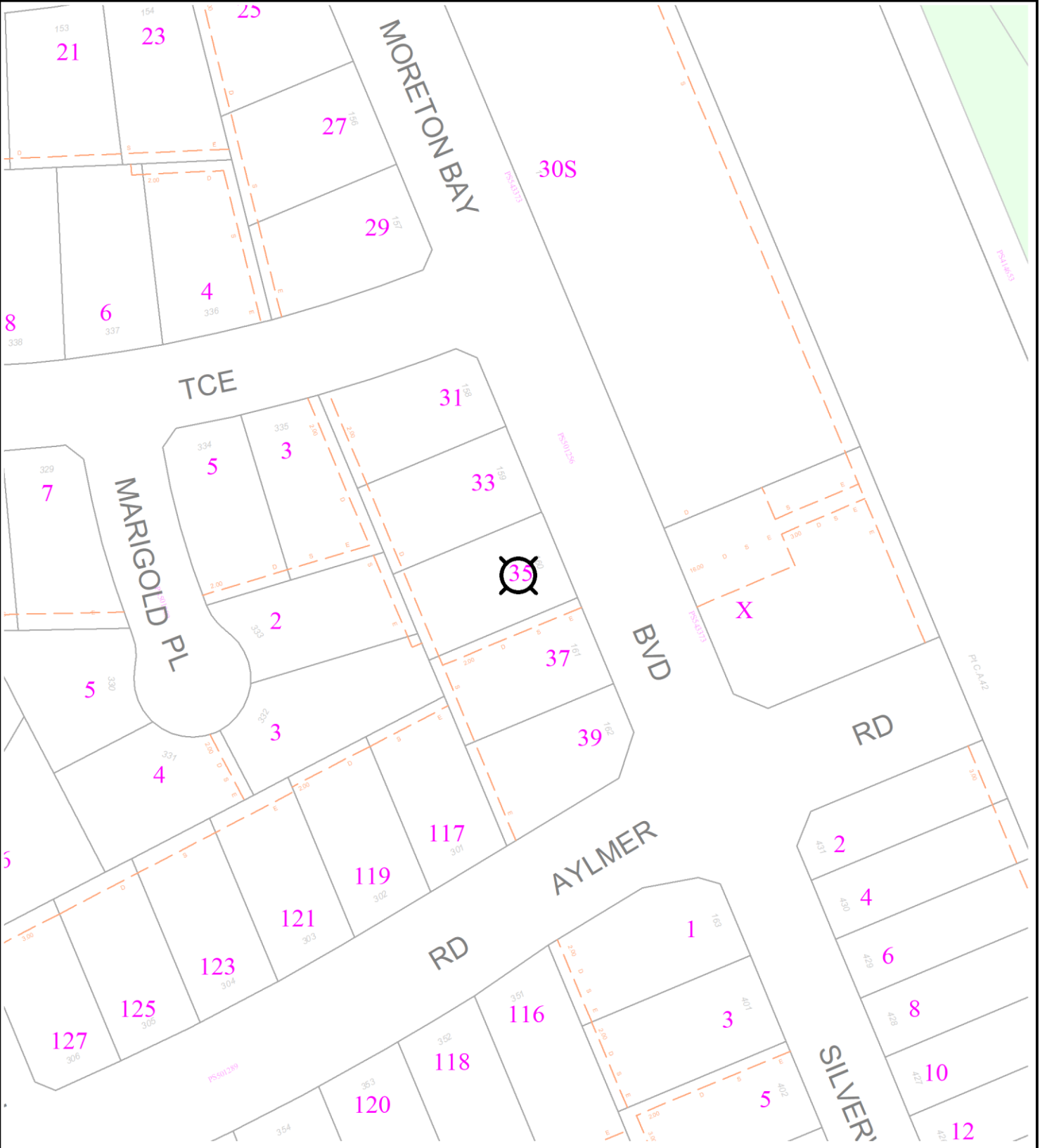
Property: Lot 160 35 MORETON BAY BOULEVARD LYNDHURST 3975












Case Number: 49117724



Date: 16APRIL2025



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

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

Form 1
ENDURING POWER OF ATTORNEY (FINANCIAL)

This Enduring Power of Attorney is made under Part XIA of the **Instruments Act 1958** and has effect as a deed.

This Enduring Power of Attorney is made on 28 March, 2006

1 I, LAILA SAAD
of 35 Moreton Bay Boulevard Lyndhurst 3975
appoint ASHRAF HASSAN SAAD
of 10 Yvette Drive Rowville 3178
and HASSAN ALY SAAD
of 35 Moreton Bay Boulevard Lyndhurst 3975

jointly and severally to be my attorneys. (See note at the end of this part)

2 I, **authorise** my attorney(s) to do on my behalf any thing that I may lawfully authorize an attorney to do

3 I, **declare** that this power of attorney begins:
(Tick one box only)

☒ **Immediately:**

☐ **On this date:** _____

☐ **On this occasion:** _____

4 I **declare** that this power of attorney will continue to operate and have full force and effect **even** if I subsequently become legally incapable.

5 I **declare** that all previous enduring powers of attorney signed by me are hereby revoked..

Signed as a deed by LAILA SAAD

L. Saad
.....
{Write your signature here}

NOTE

If this enduring power of attorney confers power on two or more attorneys to act jointly, then they have equal authority and can only act with the agreement of them all, and any documents must be signed by all of the attorneys together.

If this enduring power of attorney confers power on two or more attorneys to act jointly and severally, then in exercising the powers under the enduring power of attorney any of the attorneys can act and sign documents together or alone.

Dr. Omaira Mostafa, Dentist

1 Ellerslie Court,
Noble Park North, 3174

This is a true copy of the original
(L. Saad) 16/4/25

CERTIFICATE OF WITNESSES

We Robyn Lynette Calder

of 1/249 Lonsdale Street Dandenong 3175


and Katie Jane West

of 50 Armadale Drive, Narro Warren 3805

Certify

- (a) that the donor has signed this enduring power of attorney freely and voluntarily in our presence, and
- (b) that at the time of signing the donor appeared to each of us to have the capacity necessary to make the enduring power of attorney.


.....
Robyn Lynette Calder Current Practitioner under the Legal Practice Act


.....
Katie Jane West

Dr. Omaira Mostafa, Dentist

1 Ellerslie Court,
Noble Park North, 3174

This is a True copy of The original



16/4/25

STATEMENT OF ACCEPTANCE

I **HASSAN ALY SAAD**

[Print the full name of proposed attorney here]

of **35 Moreton Bay Boulevard Lyndhurst 3975**

[Print the address of proposed attorney here]

on **28th** March, 2006

accept appointment as an attorney under the attached enduring power of attorney and undertake -

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part XIA of the Instruments Act 1956.




HASSAN ALY SAAD

Dr. Omayma Mostafa, Dentist

1 Ellerslie Court,
Noble Park North, 3174

*this is a true copy of the
original*


16/4/25

STATEMENT OF ACCEPTANCE

I **ASHRAF HASSAN SAAD**

(Print the full name of proposed attorney here)


of **10 Yvette Drive Rowville 3178**

(Print the address of proposed attorney here)

on **March, 2006**

**accept appointment as an attorney under the attached enduring power of attorney
and undertake -**

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part XIA of the **Instruments Act 1958.**

 2/4/2006
.....
ASHRAF HASSAN SAAD

Dr. Omaira Mostafa, Dentist

1 Ellerslie Court,
Noble Park North, 3174

this is a true copy of the original



16/4/25