

DATED

2025

HANY ABDELMALAK MAKSIMOUS ABDELMALAK & SALLY MORISE READA MAKARIOS

to

CONTRACT OF SALE OF REAL ESTATE

Property: 10 Lancelly Green, Caroline Springs VIC 3023



L A W Y E R S

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Contract of sale of land

Property: 10 Lancelly Green, Caroline Springs 3023

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: **HANY ABDELMALAK MAKSIMOUS ABDELMALAK AND SALLY MORISE READA MAKARIOS**

.....

State nature of authority, if applicable:

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

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Property address

The address of the land is: 10 Lancelly Green, Caroline Springs 3023

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

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

Payment

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

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

— ~~General condition 21 applies only if the box is checked~~

Pest report

— ~~General condition 22 applies only if the box is checked~~

Additional Special condition

The purchaser acknowledges and agrees:

1. That the vendor makes no representations or warranties regarding any additions, alterations, or modifications made to the property. The vendor confirms that, to the best of their knowledge, all works have been carried out in compliance with relevant regulations and building codes.
2. That they are fully responsible for conducting their own due diligence, investigations, and inspections regarding the property's condition, compliance, and any improvements or modifications. The vendor shall not be held liable for any non-compliance, defects, or future rectification works required.

INFORMATION ONLY

Special Conditions

Special Condition 1 – Auction

The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules. The rules for the conduct of the auction are annexed hereto and marked annexure 1.

Special Condition 2 - Identity of the land mistakes and omissions

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

Special Condition 3 – 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 in regards to:

- 3.1 In its present condition and state of repair;
- 3.2 Subject to all defects latent and patent;
- 3.3 Subject to any infestations and dilapidation;
- 3.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- 3.5 Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- 3.6 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.

Special Condition 4 – Foreign Purchaser

4. The purchaser warrants:
 - 4.1 That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
 - 4.2 That if 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.

Special Condition 5 – Loss or damage before settlement

- 5.1 General conditions 31.4, 31.5 and 31.6 are removed from this contract.
- 5.2 Should the property not be in the condition it was at the date of sale the onus will be on the purchaser to demonstrate the condition at the date of sale before any action will be taken by the vendor or their representatives to rectify same and the purchaser must not delay settlement.

Special Condition 6 – Corporate entity

In the event that the purchaser is a corporate entity the contract must be personally guaranteed under the corporation's legislation and the "Deed of Guarantee of Contract" annexed must be executed by one of the following: -

- 6.1 2 directors of the company; or
- 6.2 a director and a company secretary of the company; or
- 6.3. for a proprietary company that has a sole director who is also the sole company secretary--that director.

Special Condition 7 – Default by vendor

- 7. Despite anything in General Condition 32, the Vendor is not obligated to pay any costs or expenses or default interest claimed by the Purchaser, whether caused by the Vendor's breach or otherwise claimed by the Purchaser.

Special Condition 8 – Default Interest

- 8. General Condition 33 is amended to read:

33.1 *“Interest at a rate of 5% 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.”*

Special Condition 9– Statement of Adjustments

- 9. General Condition 23.3 is replaced with the following:

- 23.3 The statement of adjustments must be delivered to the vendor or the Vendor's representatives at least 7 days before the date of settlement:
 - (a) When providing the statement of adjustments, the purchaser must provide a copy of all certificates, other documents and/or verbal representations relied upon to prepare same; and
 - (b) If the statement of adjustments is not provided at least 7 days before the date of settlement the purchaser will be in default under the contract.
 - (c) If the adjustments are not received by vendor or the vendors representatives 7 days before the date of settlement the vendor does not have to facilitate settlement until 7 days after its receipt and the purchaser will be deemed to be in default of the contract.

Special Condition 10 – Nomination

- 10. If the property is sold and the purchaser uses the words and/or nominee or seeks to rely on General Condition 4 of this contract the following condition applies: -
 - (a) The nomination must be done within 14 days of the date of sale;
 - (b) The original named purchaser remains jointly and severally liable for the performance of the contract;
 - (c) The nominee shall pay the vendors representatives the additional sum of \$385.00; and
 - (d) If the nominee is a company a personal guarantee shall be provided by the directors.

Special Condition 11 – Re-scheduling of settlement

- 11. If settlement is required to be rescheduled because of the purchaser, the purchaser's representatives or the purchaser's financial institution the purchaser will be liable for any fees associated with the rescheduling including but not limited to:-
 - (a) Agency fees;
 - (b) Legal fees;
 - (c) Bank fees, interest, bridging finance, application fees;
 - (d) Accommodation and storage fees; and
 - (e) Any other sum that the vendor acting reasonably may incur

This clause will not merge on completion.

Special Condition 12 – Location of settlement

12. If the Vendor, vendor's representatives, or vendor's financial institution is required to attend a location for settlement, by the request of the purchaser or the purchaser's representatives, the Vendors fees associated the same including agency and legal fees shall be paid by the purchaser.

Special Condition 13 – Loan/Finance

13. General condition 20 is replaced with:

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor on the approval date or any later date allowed by the vendor and provides the vendor and/or the vendors representatives with evidence that they did everything possible to comply with this condition and finance was not approved; and
 - a. The vendor will require:
 - i. evidence by way of a confirmation letter from the financial institution confirming finance has been rejected;
 - ii. Evidence that the loan was immediately applied for;
 - iii. Evidence that all request of the financial institution were compiled within a reasonable manner;
 - iv. Authorisation to contact the financial institution to confirm the accuracy of the information provided; and
 - v. Any other information the vendor may require to determine this condition was complied with.
- (d) is not in default under any other condition of this contract when the notice is given.
 - a. The purchaser may be in default of the contract even if a default notice has not yet been issued.

20.3 All money must be immediately refunded to the purchaser if the contract is ended but for \$385.00 being reasonable legal fees incurred by the Vendor.

Special Condition 14 – Deposit

14. General condition 14.1 is amended to read

14. The purchaser must pay the deposit equal to 10% of the price:

- (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.
- (d) The deposit is due to be paid on the date listed in the particulars of sale, if no date is nominated for the date in which the deposit becomes due, the deposit becomes due and payable, within 7 days of the contract becoming unconditional;
- (e) If the deposit is not paid on or before the due date the purchaser is in default under the contract and the vendor is entitled to an interest at a rate of 5% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 on the deposit owing under the contract during

the period of which the deposit has not been paid from the deposit due date until the date to which the deposit has been paid by the purchaser; and

- (f) If the purchaser does not pay the deposit equal to 10% of the price and contract ends by a default notice given by the vendor under general condition 35.4 the vendor is entitled to receive a deposit equal to 10% of the price as the vendor's absolute property whether the deposit has been paid or not.

Special Condition 15 – Inspection

15. If the contract of sale is subject to a lease General condition 29 is amended to:
- (a) "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. If the licensees or other persons in possession of the property do not grant access to the property, the Purchaser cannot delay settlement nor withhold any sum of money or make claim for any compensation should the property not be in the condition it was at the date of sale from the vendor.

Special Condition 16 – Vendors statement

16. Despite the vendors statement being attached to the contract of sale the purchaser acknowledges that they were provided the vendors statement and reviewed same before signing the contract of sale.

Special Condition 17 – Fair Terms

17. The purchaser warrants that they are aware that this is a legally binding contract;
- (a) The purchaser warranted that they had the opportunity to seek legal advice before signing the contract of sale and vendors statement even if they did not receive same;
- (b) The purchaser acknowledges that they had the opportunity to negotiate the particulars of sale and special conditions prior to signing this contract, even if they did not do so.

Special Condition 18 – Agent

18. The purchaser acknowledges that were introduced to the property by the agent named within this contract of sale.

Special Condition 19 – Representations

19. The purchaser acknowledges that they are relying on their own investigations and enquiries on the property and are not replying on any representations made by any advertising material or verbal representations of the vendor or their agents.

Special Condition 20 – Renovations

20. The purchaser acknowledges that they are aware that the property may have been renovated
- (a) The Vendors give no warranties to the quality of the works;
- (b) The Vendors give no warranties that the works were/are compliant with the relevant standards;
- (c) The Vendors advise that permits may have not been obtained for the works undertaken; and
- (d) 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.

Special Condition 21 – Keys

21. The Vendor makes no warranties as to the keys and conditions of the locks.
- (a) The vendor will provide all keys that they hold to the agent; and
- (b) Should vendor not hold any or all keys to the property the purchasers agree not to make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

Special Condition 22 – Building Certificate/s

22. The Purchaser hereby acknowledges by signing of this contract, that:
- (a) They have had the opportunity to inspect or review any information relevant to the building (including swimming pool or spa) or land and that they have had the opportunity to obtain at their own expense, from the relevant council, copies of any permits issued pursuant to regulation 51 of the *Building Regulations Act 2018*.
 - (b) On exchange of this contract of sale they may not make any claims as to the condition of the building of the property or land, or terminate the contract for any reason directly or indirectly related to the building or land and/or non-disclosure contained herein.

Special Condition 23 – Pool/Spa Fencing

- ~~23. The Purchaser hereby acknowledges by signing of this contract, that:-~~
- ~~(a) The property referred to herein may have a swimming pool, spa or other body of water (collectively known as 'water body'). The purchaser acknowledges that the water body on the property as described above may not be complied with all current legislative requirements, including but not limited to fencing or permit requirements.-~~
 - ~~(b) The Purchaser has had the opportunity to make all enquiries to the compliance and condition of the property, including but not limited to obtaining building inspection reports but suitably qualified professionals or trades people.-~~
 - ~~(c) The Purchaser warrants that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with condition of the water body or associated requirements including fencing requirements and will not requisition or claim for compensation arising out of any of the matters covered by this clause.-~~

Special Condition 24 – Pool/Spa Registration

- ~~24. The Purchaser hereby acknowledges by signing of this contract, that:-~~
- ~~(a) The Purchaser acknowledges that the water body on the property described may not be complied with all current legislative requirements, including but not limited to the registration of the water body with the relevant council.-~~
 - ~~(b) The Purchaser has had the opportunity to make all enquiries as to the compliance and registration status of the water body with the relevant council.-~~
 - ~~(c) The Purchaser acknowledges that he/she may be required to register the water body with the relevant council after settlement has taken place and acknowledge and understand that there may be costs associated with same.-~~
 - ~~(d) The Purchaser warrants that, notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with condition of the water body or associated requirements including registration requirements and will not requisition or claim for compensation arising out of any of the matters covered by this clause.-~~

Special Condition 25 – Land Tax

25. For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
26. General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.
-

INTENTIONALLY LEFT BLANK

ANNEXURE

Date

2025

**HANY ABDELMALAK MAKSIMOUS ABDELMALAK & SALLY MORISE READA MAKARIOS
(Vendor)**

AND

(Purchaser)

AND

(Guarantor)

DEED OF GUARANTEE OF CONTRACT

MMH LAWYERS

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Postal: P.O. Box 37 Avondale Heights 3034

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Email: james@mmhlawyers.com.au

Ref: 255104

EXECUTED AS A DEED

Vendor:

SIGNED SEALED & DELIVERED BY) HANY ABDELMALAK MAKSIMOUS) ABDELMALAK in the presence of: Signature
..... Signature of witness	
..... Print name of witness	

Vendor:

SIGNED SEALED & DELIVERED BY) SALLY MORISE READA MAKARIOS) in the presence of: Signature
..... Signature of witness	
..... Print name of witness	

Purchaser:

EXECUTED BY)) A.C.N. Director/Secretary
..... Director Name
..... Name	

Guarantor

SIGNED SEALED & DELIVERED BY)) in the presence of: Signature
..... Signature of witness	
..... Print name of witness	

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	10 Lancely Green, Caroline Springs 3023
-------------	---

Vendor's name	Hany Abdelmalak Maksimous Abdelmalak	Date / /
----------------------	--------------------------------------	--------------------

Vendor's signature		
---------------------------	--	--

Vendor's name	Sally Morise Reada Makarios	Date / /
----------------------	-----------------------------	--------------------

Vendor's signature		
---------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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)

<p>(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	AVPCC No. 110
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows</p>	Date: 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 and section 137B of *the Building Act 1993* applies to the residence.

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

Name of planning scheme	Melton
Name of responsible authority	Melton City Council
Zoning of the land	General Residential Zone (Grz); General Residential Zone - Schedule 1 (Grz1)
Name of planning overlay	

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

To the best of the Vendor's knowledge, there has been none.

4.2. Agricultural Chemicals

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

To the best of the Vendor's knowledge, there has been none.

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:

To the best of the Vendor's knowledge, there has been none.

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”)

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

applies)

- Register Search Statement (Title) Volume 10762 Folio 771;
- Copy of Plan PS415884T;
- Instrument Search (Transfer) AQ534060S;
- Instrument Search (Mortgage) AQ534061Q;
- City of Melton Council Rates;
- Greater Western Water Information Statement;
- Land Tax Certificate;
- VicRoads Certificate;
- GAIC Certificate;
- Residential Tenancy Agreement;
- Property Report;
- Planning Report; and
- Due Diligence Checklist.

INFORMATION ONLY

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

Page 1 of 1

VOLUME 10762 FOLIO 771

Security no : 124122452409J
Produced 28/02/2025 03:30 PM

LAND DESCRIPTION

Lot 183 on Plan of Subdivision 415884T.
PARENT TITLE Volume 10728 Folio 301
Created by instrument PS415884T 11/11/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
HANY ABDELMALAK MAKSIMOUS ABDELMALAK
SALLY MORISE READA MAKARIOS both of 52 JAMIESON TERRACE TAYLORS HILL VIC
3037
AQ534060S 11/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ534061Q 11/12/2017
PERPETUAL CORPORATE TRUST LTD

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

DIAGRAM LOCATION

SEE PS415884T 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: 10 LANCELY GREEN CAROLINE SPRINGS VIC 3023

DOCUMENT END

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Document Type	Plan
Document Identification	PS415884T
Number of Pages (excluding this cover sheet)	5
Document Assembled	28/02/2025 15:30

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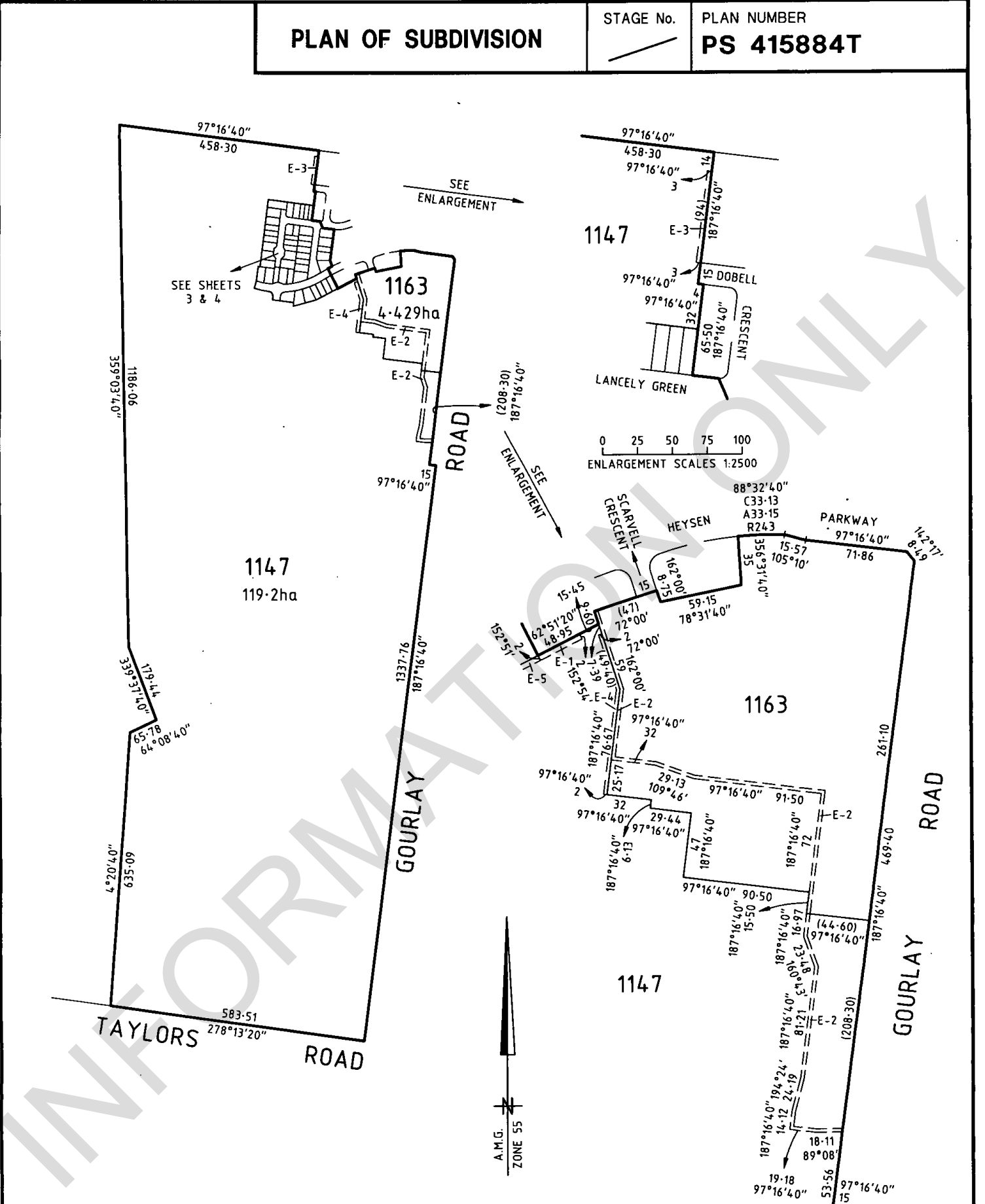
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PLAN OF SUBDIVISION		STAGE No. <hr/>	LR USE ONLY EDITION 1	PLAN NUMBER PS 415884T
LOCATION OF LAND PARISH: MARIBYRNONG TOWNSHIP: SECTION: B CROWN ALLOTMENT: 15 (PART) AND 15A CROWN PORTION: TITLE REFERENCES: VOL 10728 FOL 301 LAST PLAN REFERENCE/S: PS415882X (LOT 1144) POSTAL ADDRESS: LOT 1144 HEYSEN PARKWAY (At time of subdivision) CAROLINE SPRINGS 3023 AMG Co-ordinates E 300 400 (of approx centre of N 5 824 220 land in plan) ZONE 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: SHIRE OF MELTON REF: SUB 2123 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 7 / 3 / 2003 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. (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 15 / 8 / 2003		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is/is not a staged subdivision. Planning permit No.		
ROAD R1 ROAD R2 RESERVE No.1 RESERVE No.2	SHIRE OF MELTON SHIRE OF MELTON SHIRE OF MELTON SHIRE OF MELTON	DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THE PLAN		
CAROLINE SPRINGS NORTHGATE STAGE 4 45 LOTS		SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) DERRIMUT PM97 & PM113 IN PROCLAIMED SURVEY AREA No. MMB 2180 & MMB 6197		
3.2772ha				
EASEMENT INFORMATION				LR USE ONLY
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 5 FOR EASEMENT DETAILS				
				RECEIVED <input checked="" type="checkbox"/>
				DATE 7/11/03
				LR USE ONLY
				PLAN REGISTERED TIME 11:54am DATE 11 / 11 / 03
				<i>R. W. Grimwood</i> Assistant Registrar of Titles
				SHEET 1 OF 5 SHEETS
EARTH TECH Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477		LICENSED SURVEYOR (PRINT)..... ALAN EDWARD ROLLEY SIGNATURE DATE 12 / 8 / 03 REF 0497150-084 VERSION D	 DATE 15 / 8 / 2003 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No. _____

PLAN NUMBER
PS 415884T



EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

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LENGTHS ARE, IN METRES

ORIGINAL SCALE SHEET SIZE
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SIGNATURE DATE 12 / 8 / 03

REF 0497150-084 VERSION D

SHEET 2 OF 5 SHEETS

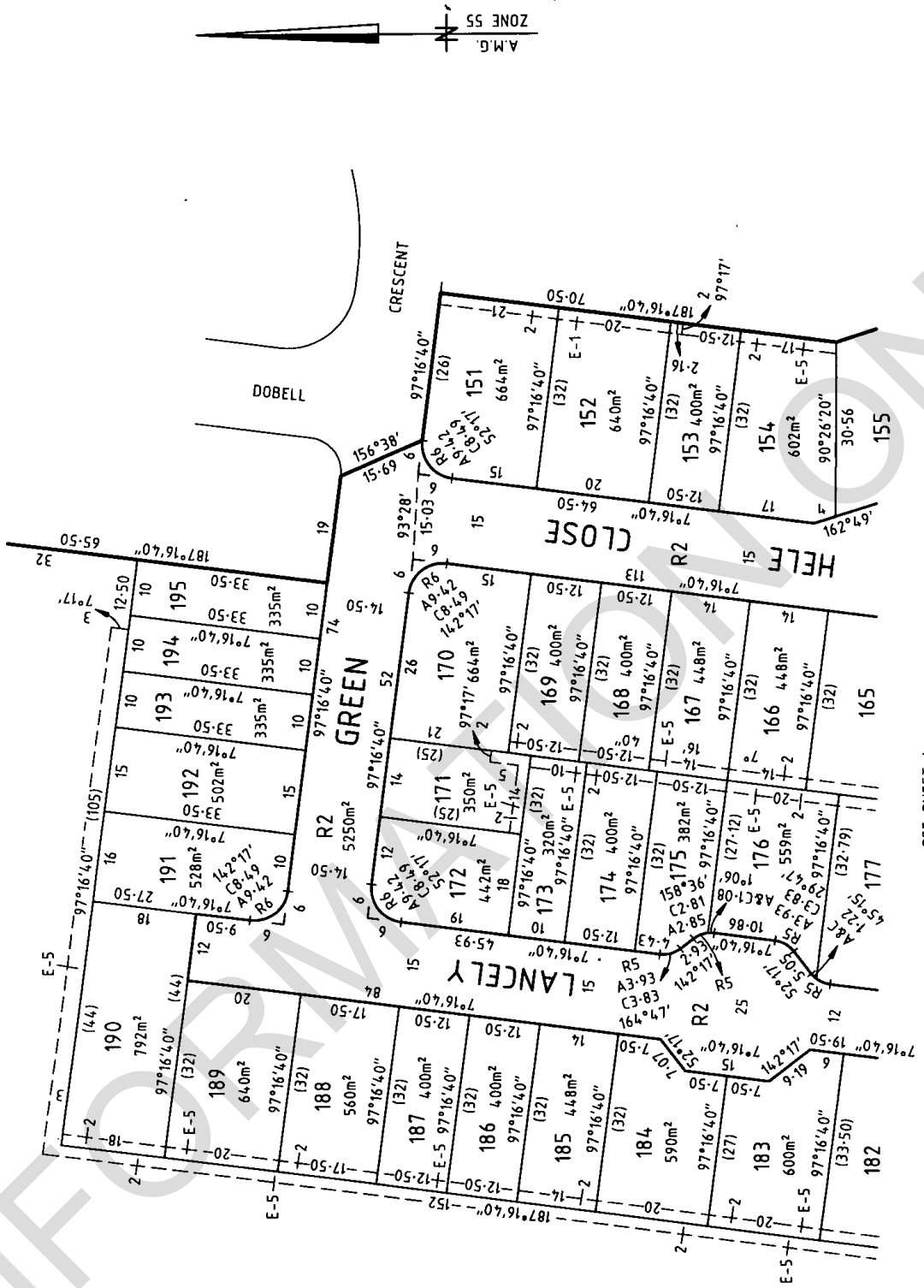
DATE 15 / 8 / 2003

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER
PS 415884T



1147
SEE SHEET 2

SEE SHEET 4

SHEET 3 OF 5 SHEETS

DATE 15 / 8 / 2003

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SIGNATURE DATE 12 / 8 / 03

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SCALE

LENGTHS ARE IN METRES

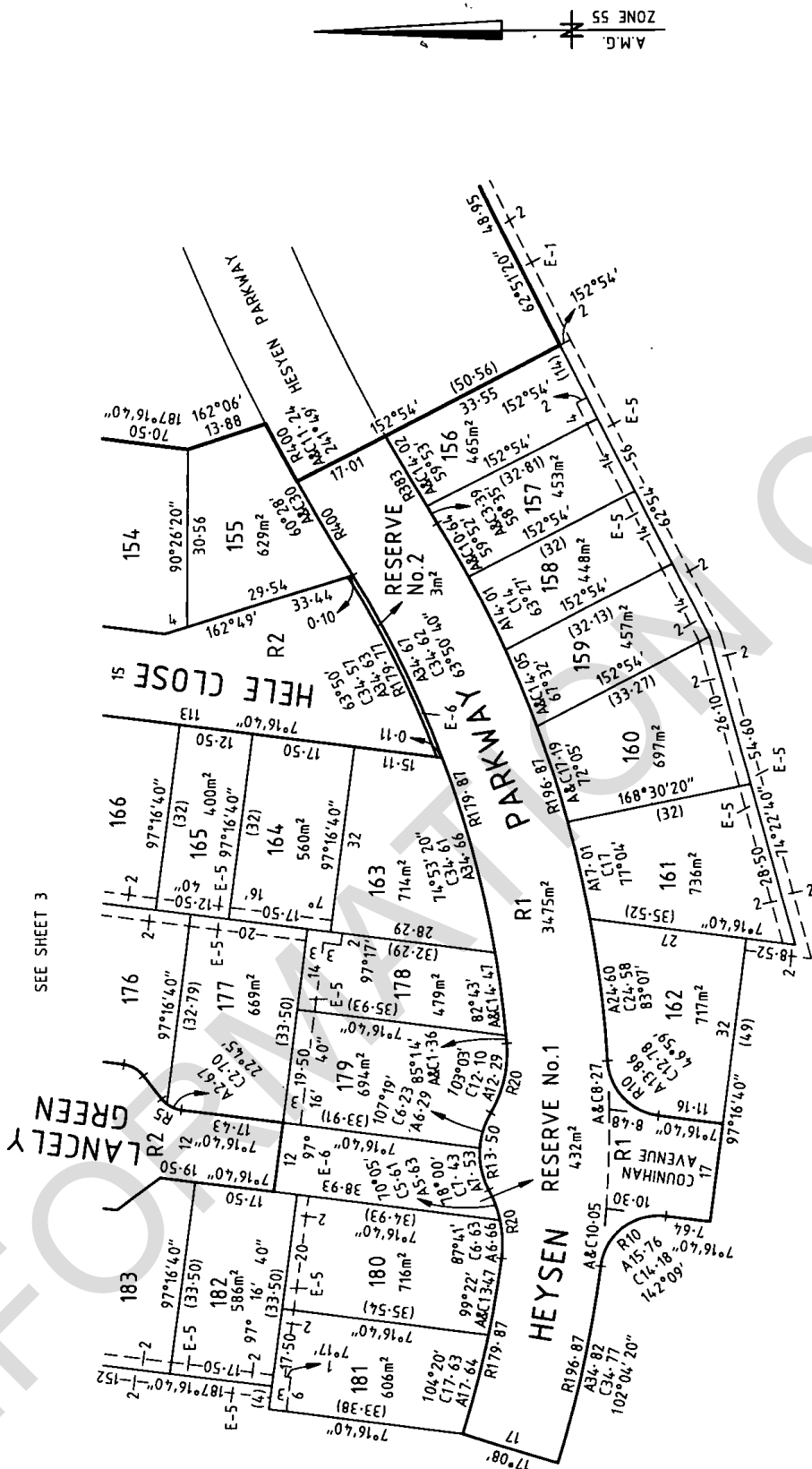
EARTHTECH

Survey & Spatial Solutions-Melbourne

Tel: 8517 9213 Fax: 8517 9477

PLAN OF SUBDIVISION

STAGE No. / PLAN NUMBER
PS 415884T



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 DATE 15 / 8 / 2003
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SCALE
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 LENGTHS ARE IN METRES

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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 415884T

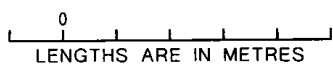
EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS 415881A PS 415881A	SHIRE OF MELTON CITY WEST WATER LTD
E-2	SEWERAGE	2	PS 415881A	CITY WEST WATER LTD
E-3	DRAINAGE SEWERAGE	3 3	PS 415882X PS 415882X	SHIRE OF MELTON CITY WEST WATER LTD
E-4	DRAINAGE SEWERAGE	2 2	THIS PLAN THIS PLAN	SHIRE OF MELTON CITY WEST WATER LTD
E-5	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	SHIRE OF MELTON CITY WEST WATER LTD
E-6	DRAINAGE SEWERAGE & WATER TELECOMMUNICATION DISTRIBUTION &/OR TRANSMISSION OF GAS POWERLINE	SEE PLAN SEE PLAN SEE PLAN SEE PLAN SEE PLAN	THIS PLAN THIS PLAN THIS PLAN THIS PLAN (GAS INDUSTRY ACT 1994) THIS PLAN-SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SHIRE OF MELTON CITY WEST WATER LTD. LOTS ON THIS PLAN TXU NETWORKS (GAS) AGL ELECTRICITY

EARTH TECH



Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE



ORIGINAL

SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)..... ALAN EDWARD ROLLEY

SIGNATURE DATE 12 / 8 / 03

REF 0497150-084

VERSION D

SHEET 5 OF 5 SHEETS

DATE 15 / 8 / 2003

COUNCIL DELEGATE SIGNATURE

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Mortgage

Section 74 Transfer of Land Act 1958

Privacy Collection Statement
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1. Land/s

Land Title

Volume 10762 Folio 771

2. Estate and Interest

FEE SIMPLE

3. Memorandum of common provisions

MCP Number AA2037

4. Mortgagor/s

Mortgagor 1

Given Name/s HANY ABDELMALAK
 MAKSIMOUS

Family Name ABDELMALAK

Mortgagor 2

Given Name/s SALLY MORISE READA

Family Name MAKARIOS

5. Mortgagee/s

Mortgagee

Name PERPETUAL CORPORATE
 TRUST LIMITED

ABN 000 341 533

Australian
 Credit Licence 392673

6. Signing

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this mortgage. The mortgagor covenants with the mortgagee that the provisions of the Memorandum of common Provisions (MCP) referred to in this mortgage and retained by the Registrar of Titles form part of this mortgage.

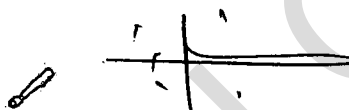
Mortgagor 1

HANY ABDELMALAK MAKSIMOUS
 ABDELMALAK



Signature of Mortgagor

Mortgagor Witness



Signature of Witness

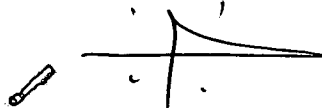
Mortgagor 2

SALLY MORISE READA MAKARIOS



Signature of Mortgagor

Mortgagor Witness



Signature of Witness

7. Date

27/11/2017

Date: (DD/MM/YYYY)

8. Lodging Party

Customer Code 15826L

Reference 201732245:SZT

9. Additional Terms/Covenants

Enter additional information below

Mortgage

Section 74 Transfer of Land Act 1958

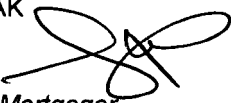
Privacy Collection Statement

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Enter additional Terms/Covenants below (all relevant parties to sign this page/s):

The mortgagor covenants with the mortgagee as follows:

1. The mortgagee has agreed to lend \$510,000.00 to the mortgagor or at the request of the Mortgagor. This amount together with any further advances is called the principal sum.
2. The mortgagor acknowledges indebtedness to the mortgagee for the principal sum and agrees to pay to the mortgagee the principal sum together with interest and all other money due to the mortgagee at the times agreed with the mortgagee, or failing agreement on demand.
3. Clauses 1 and 2 do not limit the operation of this mortgage to secure all money owing to the mortgagee by the mortgagor on any account whatever as set out in more detail in the mortgage common provisions.
4. The Mortgagor acknowledges and agrees that the Debt includes a loan of \$510,000.00.

Mortgagor 1
HANY ABDELMALAK MAKSIMOUS ABDELMALAK

Signature of Mortgagor

Mortgagor 1
SALLY MORISE READA MAKARIOS

Signature of Mortgagor

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AQ534060S
Number of Pages (excluding this cover sheet)	2
Document Assembled	28/02/2025 15:30

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Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
 The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

1. Land/s

Land Title
 Volume 10762 Folio 771

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor
 Given Name/s THI MINH THU
 Family Name NGUYEN

4. Transferee/s

Transferee 1
 Given Name/s HANY ABDELMALAK MAKSIMOUS
 Family Name ABDELMALAK
 Transferee 2
 Given Name/s SALLY MORISE READA
 Family Name MAKARIOS

5. Manner of Holding

Joint Proprietors

6. Address/es of Transferee/s

Address of Transferee 1
 Unit Street No 52
 Street Name JAMIESON
 Street Type TERRACE
 Locality TAYLORS HILL
 State VIC Postcode 3037
 Address of Transferee 2
 Same as Transferee 1

7. Consideration

\$680,000.00

8. Signing

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

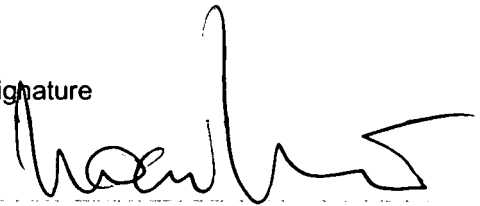
Transferor
 Executed on behalf of THI MINH THU NGUYEN
 Signer Name THI MINH THU NGUYEN
 Signature

Execution Date 5/12/2017

Full Name of Witness

Loan Tran

Witness Signature



AQ534060S

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Transferee 1

Executed on behalf of HANY ABDELMALAK

Signer Name HANY ABDELMALAK

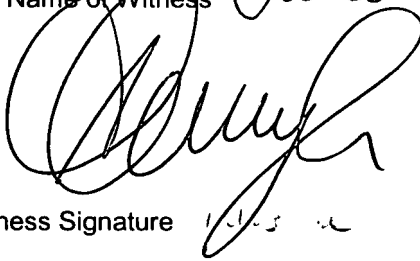
Signature



Execution Date 5.12.17

Full Name of Witness

Julie Hoang



Witness Signature

Transferee 2

Executed on behalf of SALLY MAKARIOS

Signer Name SALLY MAKARIOS

Signature



Execution Date 5.12.17

Full Name of Witness

Julie Hoang



Witness Signature

9. Lodging Party

Customer Code

Reference

15826L

Duty Use Only

Rates, charges and valuation notice

2024/2025

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au



For the period 1 July 2024 to 30 June 2025

A.B.N 22 862 073 889

Date of Issue: 7/08/2024



Mr H A Abdelmalak & Mrs S M Makarios
52 Jamieson Terrace
TAYLORS HILL VIC 3037

025
R0_596430

Arrears will be charged interest at 10% P.A.

Assessment Number

398784

Arrears Amount

Due

Pay this amount

\$0.00

Not later than

NOT REQUIRED

Property Location 10 Lancely Green CAROLINE SPRINGS VIC 3023
Description LOT: 183 PS: 415884T V/F: 10762/771

Ward

Capital Improved Value	Site Value	Net Annual Value
\$730,000	\$440,000	\$36,500

PRESCRIBED DATE OF VALUATION: 01/01/2024
EFFECTIVE DATE OF VALUATION: 01/07/2024

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

General Rate	\$0.00220790	x \$730,000	\$1,611.77
Municipal Charge	\$164.00	x 1	\$164.00
Waste Service C-240L yellow, 120L red, 120L green	\$300.00	x 1	\$300.00
Fire Services Property Levy			
Residential FSPL Fixed Charge	\$132.00	x 1	\$132.00
Residential FSPL Variable Charge	\$0.00008700	x \$730,000	\$63.51
Total Rates & Charges			\$2,271.28
Credit brought forward			CR\$4,141.97

1st Instalment	30/09/2024	\$0.00
2nd Instalment	30/11/2024	\$0.00
3rd Instalment	28/02/2025	\$0.00
4th Instalment	31/05/2025	-\$1,870.69
Total Balance		-\$1,870.69

The Fire Services Property Levy sum of \$195.51 is collected for the State Government. AVPCC 110 Detached Dwelling

Households have access to use any two of the following waste disposal options each year. (Expiry 30/06/25) *Visit website for more information and conditions

Melton Recycling Facility



Disposal of up to 1 cubic metre (1m3) of Waste* at the Melton Recycling Facility 33 Ferris Road, Cobblebank



At Home Hard Waste Collection (Must Book before 16/6/2025)



Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No. 001003987847



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330 001003987847



Scan here to pay

Amount Payable

NOT REQUIRED

ASSESSMENT NUMBER 398784

RATE PAYER

Mr H A Abdelmalak & Mrs S M Makarios

PROPERTY LOCATION

10 Lancely Green CAROLINE SPRINGS VIC 3023



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at melton.enotices.com.au with eNotices reference number:

4C8023F43C



MELTON CITY COUNCIL

IMPORTANT INFORMATION REGARDING RATES AND CHARGES

Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Fire Services Property Levy.

Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

- (i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;
 - (ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;
- The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

NOTE: Lodging an appeal or objection does not prevent recovery of rates, charges and fire services levy. Interest will still be charged on overdue amounts.

Fire services property levy

The owner(s) of rateable land under the Fire Services property Levy Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Fire Services Levy can also apply for a waiver or deferral. Further information is available at firelevy.vic.gov.au

Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$259.50 (maximum) State Government rebate and \$50.00 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Fire Service Levies or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.

General Rate	0.0022079	\$1,611.77
Vacant Land	0.0033119	\$2,417.69
Extractive Industry Land	0.0063588	\$4,641.92
Commercial/Industrial Developed Land	0.0035326	\$2,578.80
Commercial/Industrial Vacant Land	0.0044158	\$3,223.53
Retirement Village Land	0.0018767	\$1,369.99
Rural Living Land	0.0019871	\$1,450.58
Rural Land	0.0015897	\$1,160.48
Urban Growth Land	0.0016559	\$1,208.81

Rate cap

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

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

PAYMENT METHODS

 INTERNET To make payments using your MasterCard or Visa, please visit melton.vic.gov.au/onlinepayments	 BY PHONE Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. (Minimum \$5)	 IN PERSON Australia Post Payments can be made in-store at Australia Post using cash, cheque or debit cards only. (Minimum \$25 per notice) Melton Civic Centre 232 High Street, Melton 3337 Melton Library & Learning Hub 31 McKenzie Street Melton 3337	 BY MAIL Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337. If mailing please allow sufficient time as Council is not responsible for any postal delays.
 BPAY Contact your bank to make payment directly from your account. (Minimum \$25) More info: bpay.com.au Biller code: 1123	 DIRECT DEBIT FlexiPay Payments can be deducted from your Bank Account or Credit Card. To setup a direct debit, scan the QR code on the front of the notice or visit melton.vic.gov.au/rates	Caroline Springs Civic Centre/Library 193-201 Caroline Springs Boulevard Caroline Springs 3023 Payments can be made by cash, cheque, debit cards, MasterCard or Visa. Refer to our website for hours.	 CENTREPAY To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.



FlexiPay



Easily apply for
direct debit



Pay via credit
card or bank
account



Manage your
payments online
with eNotices

Scan the QR Code on your notice to register

(03) 9747 7200


melton-pay.enotices.com.au

revenue@melton.vic.gov.au



Just 3 easy steps!

Step 1

Scan the QR code on your notice OR go to melton-pay.enotices.com.au and enter the Reference Number located by the 



eNotices Reference #

Step 2

Select your payment frequency and start date

Step 3

Check your email inbox and click the link to provide your payment method.

Information Statement Certificate

Reference number

76014304-024-9

Date of issue

04/03/2025

Total amount

\$358.33

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address 10 LANCELY GREEN, CAROLINE SPRINGS, VIC, 3023

Property number 1108220000

Title(s) 183/PS415884

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref: **62163210001**
Go to bpay.com.au



Australia Post
Billpay code: **0362**
Ref: **062163210002**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE	122.09	Quarterly	61.05
PARKS CHARGE	87.19	Quarterly	43.60
WATER NETWORK CHARGE	220.28	Quarterly	110.14
SEWERAGE NETWORK CHARGE	287.07	Quarterly	143.54
RECYCLED WATER NETWORK CHARGE	N/A	Quarterly	N/A
FIRE SERVICES CHARGE	N/A	Quarterly	N/A
TOTAL	716.63		358.33

Network charges owing to 30/06/2024	\$0.00
Network charges owing for this financial year	\$358.33
Volumetric charges owing	\$0.00
Adjustments	\$0.00
BALANCE including unbilled network charges	\$ 358.33

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

Conditional consent has been previously given (File Ref.2121909) to the owner of the property to erect a structure over the sewer and/or easement. The conditions of that consent are binding the owner(s) of the land and successors in title.

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.

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,



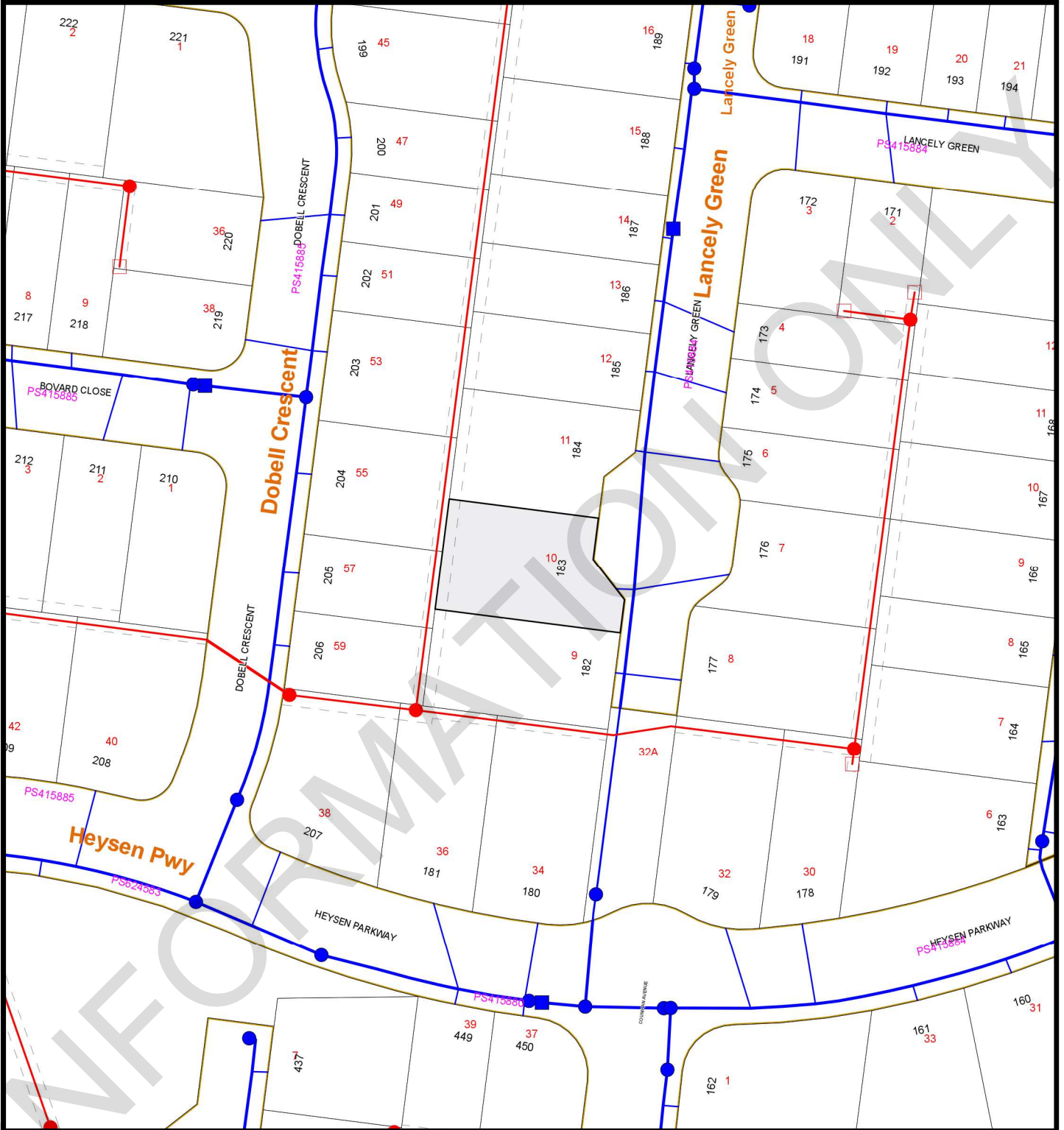
Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION ONLY

INFORMATION STATEMENT PLOT

Address : **10 LANCELY GREEN CAROLINE SPRINGS VIC 3023**

Reference : **PID000228011**



Scale 1:1000
Printed on : 04/03/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St.
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference: 255104
Certificate No: 85804237
Issue Date: 28 FEB 2025
Enquiries: ESYSPROD

Land Address: 10 LANCELY GREEN CAROLINE SPRINGS VIC 3023

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30989951	183	415884	10762	771	\$1,770.00

Vendor: SALLY MAKARIOS & HANY ABDELMALAK
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
HANY ABDELMALAK MAKS ABDELMAL	2025	\$440,000	\$1,770.00	\$0.00	\$1,770.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$730,000
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SITE VALUE (SV):	\$440,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,770.00
---	-------------------

Notes to Certificate - Land Tax

Certificate No: 85804237

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,770.00

Taxable Value = \$440,000

Calculated as \$1,350 plus (\$440,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,300.00

Taxable Value = \$730,000

Calculated as \$730,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 85804237

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 85804237

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference:	255104
Certificate No:	85804237
Issue Date:	28 FEB 2025
Enquires:	ESYSPROD

Land Address: 10 LANCELY GREEN CAROLINE SPRINGS VIC 3023

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30989951	183	415884	10762	771	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$730,000
SITE VALUE:	\$440,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 85804237

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MMH LAWYERS PTY LTD

Your Reference:	255104
Certificate No:	85804237
Issue Date:	28 FEB 2025

Land Address: 10 LANCELY GREEN CAROLINE SPRINGS VIC 3023

Lot	Plan	Volume	Folio
183	415884	10762	771

Vendor: SALLY MAKARIOS & HANY ABDELMALAK

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 85804237

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 85804235

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 85804235

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MMH Lawyers Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 366566

NO PROPOSALS. As at the 28th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

10 LANCELY GREEN, CAROLINE SPRINGS 3023
CITY OF MELTON

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

Date of issue: 28th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

Contact Name Paul Smith
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 76014304-011-9

05 March 2025

MMH Lawyers Pty Ltd

c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

10 Lancelly Green, Caroline Springs (Volume 10762 Folio 771) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 28 February 2025 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely,

Paul Smith

Paul Smith
Customer Service Officer
Land Revenue Administration



Residential Tenancy Agreement

10 Lancelly Green, Caroline Springs, VIC 3023

Barry Plant Caroline Springs

David Lussi
dlussi@barryplant.com.au

Anila Pali
Paulin Pali

Schedule

Item 1. Date of Agreement

Date 01 March 2021

Item 2. Landlord

Name H Abdelmalak
Name S Makarios
Address c/- Barry Plant Real Estate
Shop 21,13-15 Lake Street, Caroline Springs

Item 3. Agent

Registered Business Name Leading Realty Pty Ltd
Trading as Barry Plant Caroline Springs
Address C/- Shop 21,13-15 Lake Street, Caroline Springs
Telephone (03) 9307 4000
Facsimile (03) 9307 4011
Email carolinesprings@barryplant.com.au
ABN 99 506 040 668

Item 4. Tenant

Name Paulin Pali
Address 10 Lancely Green, Caroline Springs VIC 3023
Name (2) Anila Pali
Address 10 Lancely Green, Caroline Springs, VIC 3023

Item 5. Premises / Property

Address 10 Lancely Green, Caroline Springs, VIC 3023
Including all chattels, fixtures and fittings as detailed in condition report.

Item 6. Rental

Amount \$2,281 per calendar month
Payable on the 17th of every calendar month in advance

Item 7. Lease start commencing on

Date 17 October 2019

Item 8. Rental Payments

To Landlord/Agent at Via direct debit, deft/rent card payment system, BPay

Item 9. Bond

Amount \$2,281
paid to Residential Tenancies Bond Authority.

Item 10. Urgent Repairs

The maximum amount for repairs which the agent can authorise is \$1,800
Please see attached – 'Urgent and Non Urgent Repairs Information'

Item 11. Fixed Term Agreement

Term	6 months
Item 12. Commencement Date	17 April 2021
Item 13. Termination Date	16 October 2021

Unless the agreement is terminated in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

Item 14. Periodic Tenancy

Commencement Date	17 October 2021
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The Tenant hereby acknowledges having received a copy of the Consumer Affairs Victoria – Renting a Home Guide. Prior to the commencement of the lease agreement - two copies of the Condition Report and a copy of Tenancy Agreement will be provided in accordance with the provisions of the Residential Tenancies Act 1997. These may be given in accordance with our Electronic Communications Policy (attached).

Occupants

The premises shall be used for residential purposes for only:

Adults	2
Children	2

Residential Tenancy Agreement.

Residential Tenancies Act 1997 (Including any subsequent replacement or amended Act)

1. This agreement

is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 of the Schedule.

Premises and Rent

The Landlord lets to the Tenant and Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule.

Bond

The Tenant shall pay a Bond of the amount specified in item 9 of the Schedule to the Landlord/Agent on or before the signing of this Agreement.

In Accordance with the Residential Tenancies Act 1997, or any subsequent replacement Act, the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 5 business days of receiving the Bond.

Fixed Term Tenancy

The term of this Agreement shall be specified in item 11 of the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

Periodic Tenancy

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

2. Condition of the Premises

The Landlord shall make sure that the premises are maintained in good repair.

3. Damage to the Premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises.
- (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
- (c) The Tenant who becomes aware of the damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practical.

4. Cleanliness of the premises

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Tenancy.

5. Use of premises

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

6. Quiet Enjoyment

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

7. Assignment or sub-letting

- (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
- (b) The Landlord shall not be liable for any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing pursuant to this Agreement.

8. Residential Tenancies Act 1997

or any subsequent replacement of The Residential Tenancies Act 1997.

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties)

Additional Terms

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

- 9. The Agreement may be amended only by an Agreement in writing signed by the Landlord or Agent and the Tenant.
- 10. The Tenant acknowledges that they have inspected the rented premises and agree to accept the property in its present condition.
- 11. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein, or any future or intended improvements to the premises.
- 12. The Tenant hereby acknowledges that only those persons named in Item 4 of the Schedule may occupy the premises. No additional person/s shall occupy the premises without the prior written consent of the Landlord or Agent. In the case where there is more than one tenant being named in Item 4 of the Schedule and one of the said tenants wishes to vacate, then Barry Plant Real Estate must be notified immediately. If a substitute tenant is to occupy the premises he/she will first submit a tenancy application form to Barry Plant Real Estate and gain the permission of the Landlord before moving into the rented premises. Furthermore, the tenants acknowledge and agree that there may be a fee payable to the agent for the preparation of an assignment in writing of this Agreement.
- 13. The Tenant shall not use the premises, or part thereof, for any purposes other than for residential purposes without the written consent of the Landlord.
- 14. The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent, it cannot be guaranteed that all keys held by previous occupiers of the property have been returned.

15. The Landlord acknowledges the Tenant's right to change the locks on the premises providing a duplicate is supplied to the Agent. The Landlord also acknowledges the Tenant's right to change the alarm code on the premises providing the Agent is immediately advised of the new alarm code.

16. The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

17. The Landlord/Agent does not guarantee that the premises has a telephone line that is connected from the rented premises to the street poles or to the phone exchange. The Tenant hereby agrees that all costs in connection with a fixed phone line to the property are at their own expense, and that any plate fixtures or fittings at the property does not indicate that there is a fixed phone line in place.

18. The Landlord/Agent does not guarantee that the phone line is capable of carrying at least ADSL2+ internet service and that there is more than one ISP that can provide internet service to the rented premises.

19. The Landlord/Agent does not guarantee that the premises can be connected to the NBN, or that any plate fixtures or fittings at the rented premises indicates that NBN is available to be provided.

20. The Tenant hereby agrees that the Landlord is not responsible for the costs associated with the installation or maintenance of NBN services, including but not limited to connections, servicing and batteries that may be required.

21. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. The Landlord may make an application for compensation against the Tenant as a result of expenses incurred as a consequence of any breach of this term.

22. The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the tenant.

23. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any damage or defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983 and Wrongs Act 1958.

24. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant and/or any invitees.

25. The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the Agreement to deliver the keys to the premises to the Agent's office and to continue paying rent until such time as the keys are delivered. The tenant further understands that they must return to the agent, any extra duplicate keys that the tenant has made.

26. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

27. The Tenant hereby agrees that no pets are to be allowed on any part of the property, inside or outside, of the rented premises at any time. The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord. (Note: written consent of the Owners Corporation will be necessary where Strata rules apply).

28. The Tenant shall at the Tenant's expense replace all consumable items such as lighting tubes, globes and down-lights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

29. The Tenant shall not hang out any clothes outside the premises other than where provision for the hanging clothes has been provided.

30. The Tenant shall deposit all rubbish including cartons and newspaper in a proper rubbish receptacle with a close fitting lid as required by Health Department of Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Tenant for collection by the Local Council or Health Department and returned to its allotted place. The tenant agrees to ensure that recyclable goods are disposed of in the allocated recycling bins, general household rubbish is only to be placed in the rubbish bin, and that garden waste is placed in the green recycling bin (if supplied).

31. The Tenant hereby acknowledges and agrees to monitor and clean the filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split air conditioner filters and range hood filters. Such items must be cleaned regularly to avoid clogging and building up grime and/or dust. Furthermore all rooms are to be kept well ventilated to avoid the presence and/or build-up of mould. Any mould should be cleaned/treated with an appropriate cleaning agent, and the Landlord or Agent must be notified.

32. The Tenant must not install any fixed or portable pool, spa, Jacuzzi or any such structures used for swimming, paddling or wading. In accordance with Building Regulations 2006, part 703 and 1220 it is illegal to have such structures on the premises without the correct safety barriers. The Tenant hereby agrees and acknowledges not to install any swimming pool, spa, Jacuzzi and any such structures used principally for swimming, paddling or wading. Please note: a swimming pool means a swimming pool or spa or any excavation or structure capable of containing a depth of water greater than 300 millimeters.

33. The Tenant shall not keep or use inside the premises any portable gas bottle appliances, kerosene heaters, oil burning heaters or heaters of similar kind, but not limited to outdoor gas patio heaters, charcoal heaters or wood chip heaters. Outdoor patio heaters may be used outdoors only, and must not be used inside the rented premises.

34. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

35. The Tenant shall allow the Landlord or his Agent to put on the premises a notice or notices 'for lease' during the last month of the term of this Agreement.

36. The Tenant agrees to allow access for re-letting purposes for at least the last 14 days of the tenancy period, in accordance with the Residential Tenancies Act 1997.

37. The Tenant shall also allow the Landlord or his Agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or his Agent to present the property to prospective purchasers or Tenants upon 24 hours' notice or by Agreement with Tenant and the Landlord or the Landlord's Agent, consistent with the governing legislation.

38. No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of the Agreement.

39. The Tenant agrees to observe and be bound by the Constitution and/or Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Owners Corporation Regulations, if not amended, apply to all Owners Corporation.

40. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase.

41. The Tenant agrees to fully and regularly maintain and water the garden area, including the trees and shrubs. The Tenant also agrees to regularly weed all garden beds, water all plants and lawns, mow the lawns and trim the edges and remove all garden rubbish from the property.

42. The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or land or common property on which it is situated to their original condition forthwith.

43. The Tenant acknowledges that pursuant to The Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant, the Bond or any part of the Bond paid in respect of the Premises. The Tenant acknowledges that failure to abide by this section of The Act may render the tenant liable to a penalty of 20 penalty units.

44. The Landlord must provide smoke detectors to the rented premises in accordance with Building Regulations. The Tenant must not tamper with, cover or remove the battery at any time. If during the term of the tenancy the Tenant becomes aware that the smoke detectors is not, or may not be, in proper working order the Tenant is required to notify the Agent immediately.

45. The Tenant must ensure the safe use of electricity and power boards. The Tenant may use one power board per power unit but shall not plug a power board into another power board.

46. The Tenant acknowledges that the Landlord's insurance policies will not provide cover for the Tenants possessions. The Tenant hereby acknowledges that they have been advised that insurance is available to protect their belongings and to cover damages to the Landlord's property that they may be held liable for.

47. The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water system, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord, to relight a pilot where this is the only issue the Tenant will be liable for all costs.

48. The Tenant is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mislaid or lost.

49. The Agent does not guarantee that spare keys for the property are available. Mislaid or lost keys may require a locksmith to assist Tenants back into their rental property – this is at the Tenants cost.

50. If the Tenant wishes to vacate the property prior to the expiration of this lease, the tenants agree to the following:-

- Pay all rent until a suitable replacement tenant commences a tenancy or the expiration of the lease, whichever happens first, and pay all costs as required to maintain lawns, gardens and any other services required to keep the property in accordance with this agreement.

- Pay advertising costs associated with the re-letting plus GST.

- Pay letting fees, calculated on a pro rata basis based on the balance of the lease term plus GST.

- Pay costs relating to database checks on applicants

51. It is further agreed that the Bond will be held by the RTBA until such time as the premises has been re-let and these costs are paid by the tenant, or the tenant agrees to deduct these costs from the Bond.

52. The Tenant understands and accepts that payment for water usage is the Tenant's responsibility in all properties that are separately metered. Furthermore, it is the Tenant's responsibility to arrange meter readings to be taken when they enter into occupation of the premises and again when they vacate the premises. Failure to do so may result in water being charged for dates outside of their tenancy period.

53. The Tenant shall not paint or affix any sign or antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without prior written consent of the Landlord or Agent.

54. The Tenant must ensure that all furniture in the premises (particularly heavyweight items) is securely positioned to safeguard against the risk of injury. The Tenant may submit a written request to the Landlord or Agent for furniture to be affixed to the premises, which the Landlord or Agent must not unreasonably refuse.

55. The Tenant understands and accepts the Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs and video of the property may be taken to provide the owner with a visual record of the property as required.

56. The Tenant acknowledges that the Agent may not accept rental payments in cash via the office without prior approval. Payments can only be made in the manner specified in Item 8 of the Schedule. All rental payments shall be made in full, on time and in advance. Any costs incurred by the Agent to retrieve rental arrears or to process additional part payments shall be met by the Tenant.

57. The Tenant hereby agrees to professionally steam clean all carpets at the rented premises at the termination of their tenancy, and return the premises in a reasonably clean condition in accordance with The Residential Tenancies Act.

58. The Tenant hereby agrees that the interior of the premises is strictly non-smoking. Smoking may be permitted outside, however doors and windows adjoining must be closed to prevent any smoke entering the premises.

59. The Tenant hereby agrees that the Agent/Landlord will provide all Tenant phone and email contact details to maintenance contractors and suppliers throughout the tenancy period, to facilitate access to the property to enable the Landlord to carry out their Duties under the Act.

60. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement.

61. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

62. The Tenant hereby agrees to pay the rent to the vacating date and/or upon delivery of vacant possession. The Tenant agrees that any variation of the vacating date must be applied for in writing and agreed to by the Landlord or the Agent, and if necessary any approved tenant for the rented premises.

63. The Tenant acknowledges that it has received a Condition Report from the Agent prior to its occupation of the premises and it is their responsibility to return a signed copy of the Condition Report to the agent within three (3) business days of the commencement of the lease. Should the Tenant fail to return a signed copy of the Condition Report with additional notations, the office copy will serve as evidence as to the condition of the property at the commencement of the tenancy.

64. The Tenant acknowledges and confirms that where the Agent/Landlord requires written notice, a SMS / text message will not be accepted as written notice for the purpose of this lease.

Urgent Repairs

Residential Tenancies Act 1997 - Section 66 3(b) - Landlord must give certain information:

(i) Barry Plant Caroline Springs office telephone number for urgent repairs is: 0419 822 171

Under the Residential Tenancies Act 1997, "urgent repairs" means any work necessary to repair or remedy -

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or

(h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by a landlord in rented premises; or

(i) a failure or breakdown of the gas, electricity or water supply to rented premises; or

(j) an appliance, fitting or fixture provided by a landlord, that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or

(k) any fault or damage that makes rented premises, unsafe or insecure; or

(l) a serious fault in a lift or staircase; or

(m) any damage of a prescribed class;

Non Urgent Repairs

Under the Residential Tenancies Act 1997, a non-urgent repair is any repair that falls outside the definition of an urgent repair.

We require all requests for repairs to be lodged in writing. Maintenance requests can be submitted via our website, www.barryplant.com.au by email carolinesprings@barryplant.com.au

ANNEXURE 1 - Prohibiting Subletting & Short Term Accommodation at the Rented Premises

The Tenant agrees that this Lease Annexure is a core term of this tenancy agreement and that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes.

The entire premises has been leased for the exclusive residential possession of the Tenant/s named in Item 4 of the Schedule, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Landlord's written permission

The Landlord and Tenant hereby agree that if the tenant is found to be advertising short term stays for any reward, and this is brought to the tenant's attention by the Landlord or Agent, the Landlord can give a 14-day Notice to Vacate the premises for illegal subletting and apply to the Tribunal for possession of the premises.

It is strictly prohibited to enter into a license agreement with any other party, or allow short or long term guests to reside in the premises, including, but not limited to companies such as, but not limited to, Airbnb, Roomorama and Couchsurfing.

The Tenant/s hereby acknowledge having specifically read and understood this clause and understands that the premises cannot be sublet at any time throughout the tenancy.

[X] I hereby acknowledge that I have read and understood the above conditions. (Anila Pali, Paulin Pali)

ANNEXURE 2 - Electronic Communications Delivery Policy - Disclosure and Consent Form

This policy describes how Barry Plant Caroline Springs delivers communications to you electronically.

Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with you and your use of our Real Estate/Property Management services.

Communications include:

- Tenancy agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- Rent arrears notifications;
- Confirmation of maintenance works;
- All Notices & Notices to Vacate;
- Notices of Entry, confirmation of inspections;
- Copies of Notices and documents
- Any other information that is required to be communicated.

We will provide these communications to you by emailing them to you at the primary email address listed in your tenancy application; as appears below, or any alternate email address that you have provide to our office in writing. SMS notifications may also be sent to you using the mobile phone number listed on your tenancy application.

Updating your contact information

It is your responsibility to keep your primary email address up to date so that Barry Plant can communicate with you electronically. You may choose to provide an alternate email address to our office. You understand and agree that if Barry Plant Caroline Springs sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Barry Plant Caroline Springs will be deemed to have provided the Communication to you.

How to withdraw your consent

You may withdraw your consent to receive communications electronically by writing to us Caroline Springs or by contacting us via the "Contact Us" link on our website.

I hereby acknowledge that I have read and understood the above conditions. (Anila Pali, Paulin Pali)

ANNEXURE 5 - Gardening Clause

The garden areas of the rented premises shall be presented in a clean and tidy manner at all times.

The tenant's hereby agree to take full responsibility at their own expense for the maintenance of the lawn and all garden areas including the nature strip.

This Includes:

- Mowing and edging of all lawns
- Weeding of garden beds, sweeping of driveways and paths and removal of fallen leaves.
- Adequate watering of all plants and grass areas

If in the opinion of the Landlord or Agent, the gardens are not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

Failure to rectify the breach may result in the Landlord/Agent engaging a gardener to carry out the necessary garden maintenance and the cost shall be borne by the tenants.

I hereby acknowledge that I have read and understood the above conditions. (Anila Pali, Paulin Pali)

Additional Terms

I hereby acknowledge that I have read and understood the above conditions. (Anila Pali, Paulin Pali)

Electronic Signatures

Anila Pali

- this is an approved, digital representation of the signature -

Anila Pali

03 March 2021, 6:23 pm

Email: pa*****.com

Paulin Pali

- this is an approved, digital representation of the signature -

Paulin Pali

05 March 2021, 8:41 pm

Email: pa*****.com

David Lussi

- this is an approved, digital representation of the signature -

David Lussi

Barry Plant Caroline Springs for and on behalf of the Landlord

06 March 2021, 9:39 am

Email: dl*****.au

Audit trail

01 March 2021, 5:05 pm - Contract is emailed to Paulin Pali
01 March 2021, 5:05 pm - Contract is emailed to Anila Pali
02 March 2021, 12:50 am - Viewed by Anila Pali, IP: 104.47.126.254
03 March 2021, 6:02 pm - Reminder emailed to Anila Pali
03 March 2021, 6:02 pm - Reminder emailed to Paulin Pali
03 March 2021, 6:23 pm - Signed by Anila Pali, IP: 121.214.241.112
05 March 2021, 6:03 pm - Reminder emailed to Paulin Pali
05 March 2021, 8:41 pm - Viewed by Paulin Pali, IP: 104.47.125.254
05 March 2021, 8:41 pm - Signed by Paulin Pali, IP: 121.214.241.112
05 March 2021, 8:41 pm - Contract is emailed to David Lussi
06 March 2021, 9:39 am - Signed by David Lussi
06 March 2021, 9:39 am - The document has been completed.

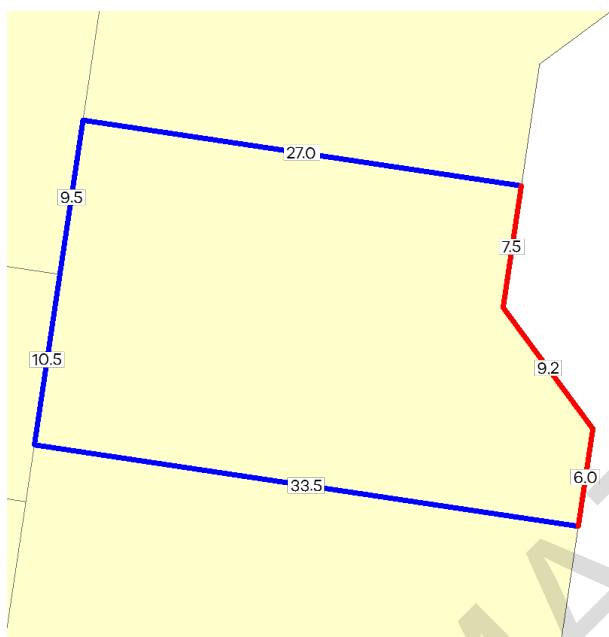
PROPERTY DETAILS

Address: **10 LANCELY GREEN CAROLINE SPRINGS 3023**
Lot and Plan Number: **Lot 183 PS415884**
Standard Parcel Identifier (SPI): **183\PS415884**
Local Government Area (Council): **MELTON**
Council Property Number: **398784**
Directory Reference: **Melway 356 F3**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 600 sq. m

Perimeter: 103 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: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

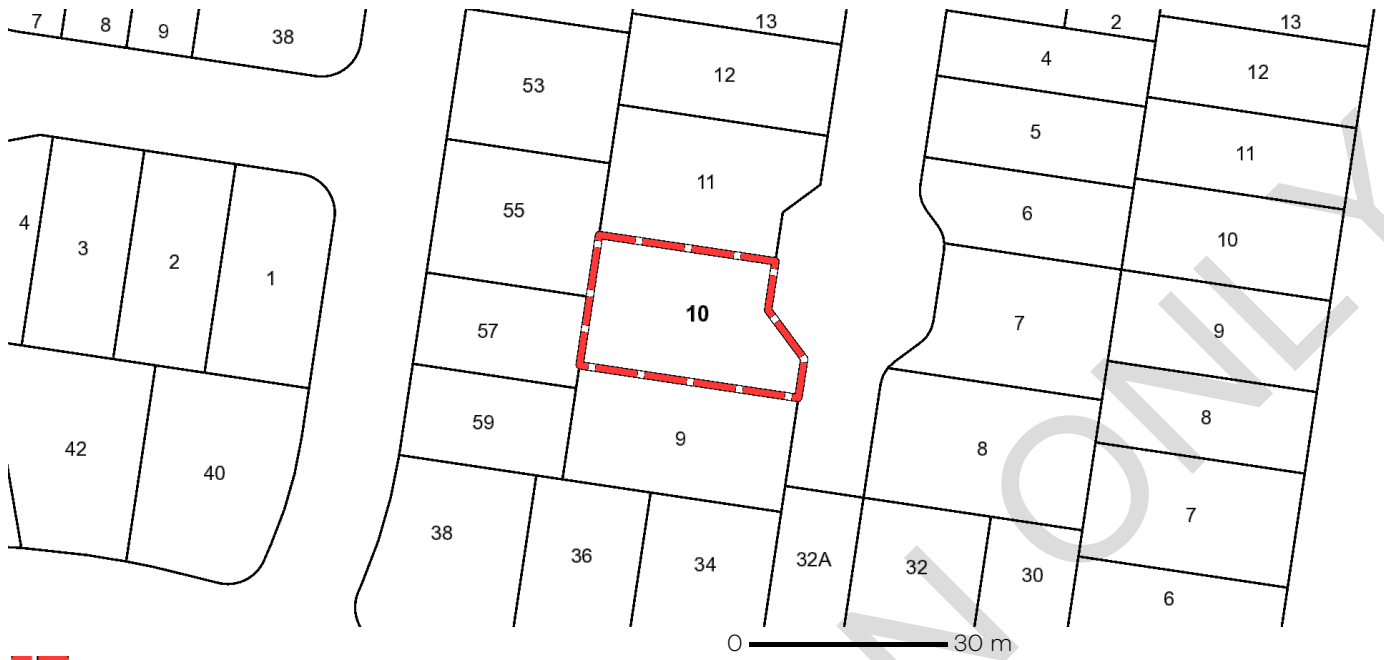
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 05 March 2025 12:28 PM

PROPERTY DETAILS

Address: **10 LANCELY GREEN CAROLINE SPRINGS 3023**
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 Council Property Number: **398784**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 356 F3**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **SYDENHAM**

OTHER

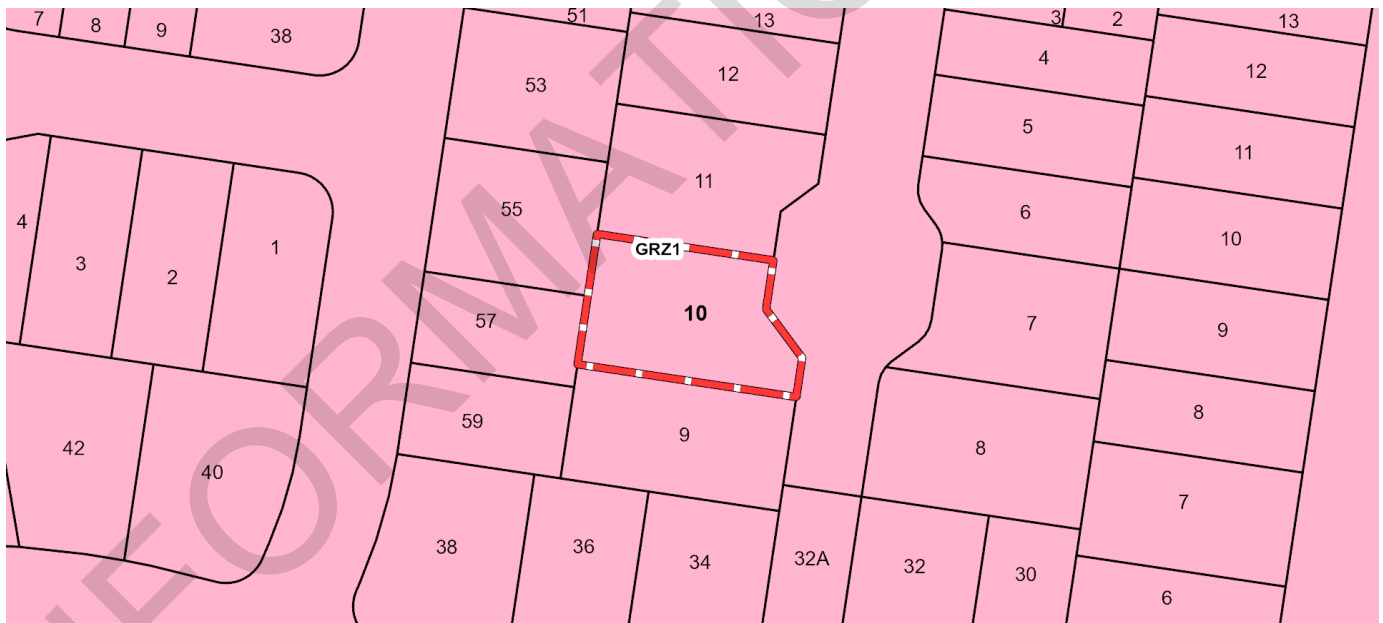
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.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).

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

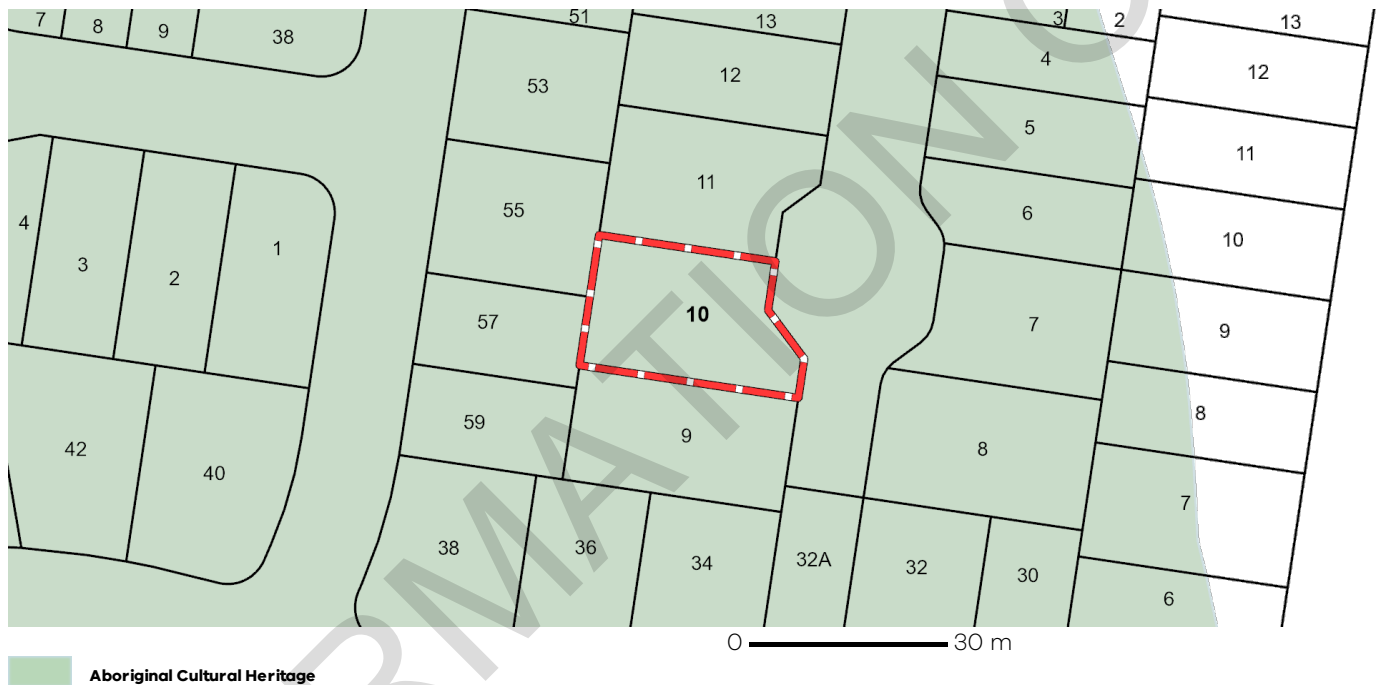
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 27 February 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>

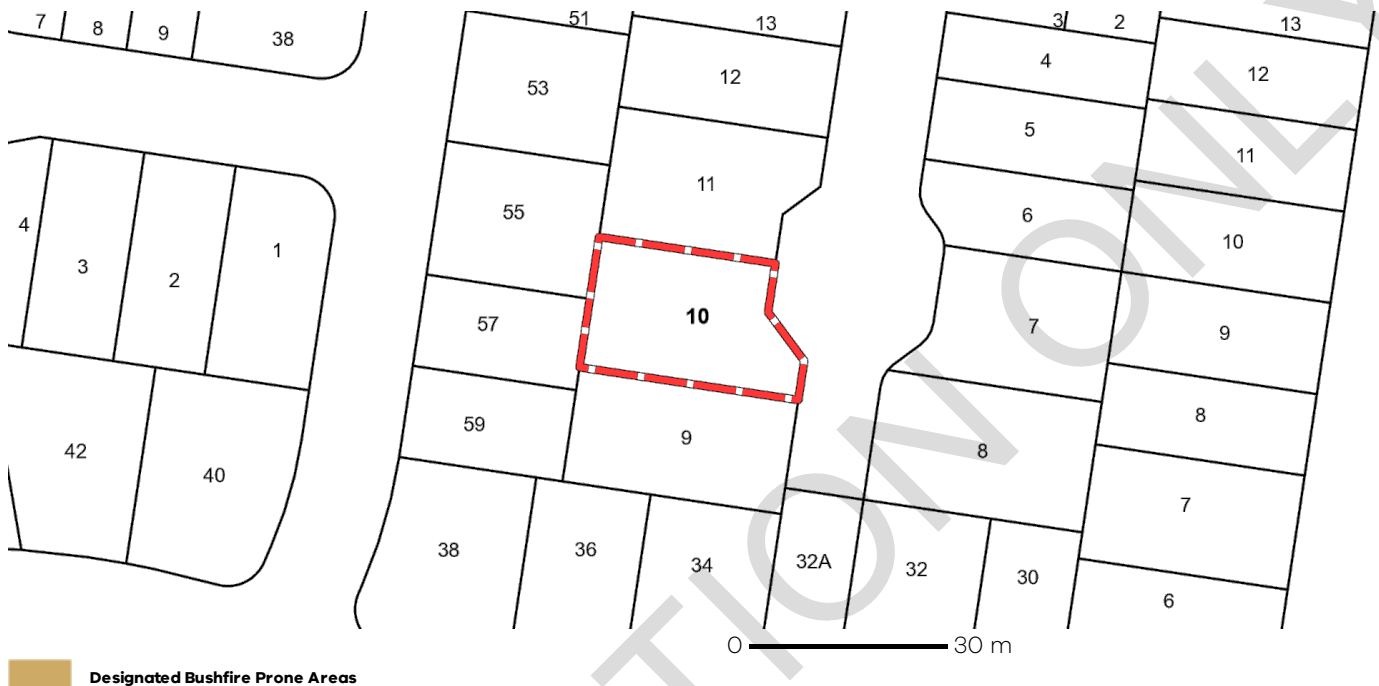
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](http://NativeVegetation.environment.vic.gov.au) or please contact your relevant council.

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

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 (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.

(04/10/2016)