

DATED

2022

**ELIAS SOUHEIL JABBOUR**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 7 WESTBOURNE Street, Clyde North VIC 3978**

**ADVANCED CONVEYANCING**

Suite 9, Level 14, 330 Collins Street

MELBOURNE VIC 3000

Mob: 0404 570 666

Ref: MN:MN221244

## CONTRACT OF SALE OF LAND

### 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

# 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 ...../...../2022

**Print names(s) of person(s)  
signing:**

Sunaina

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 ...../...../2022

**Print names(s) of person(s)  
signing:**

ELIAS SOUHEIL JABBOUR

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

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

# PARTICULARS OF SALE

## Vendor's estate agent

### Only Estate Agents

Of: 13/3 Webb Street, Narre Warren VIC 3805

Email: waleed@onlyestateagents.com.au

Tel: 0478 166 913

Fax:

Ref:

## Vendor

**ELIAS SOUHEIL JABBOUR**

## Vendor's legal practitioner or conveyancer

### ADVANCED CONVEYANCING

Suite 9, Level 14, 330 Collins Street, Melbourne VIC 3000

Email: Info@advancedconveyancing.com.au

Mob: 0404 570 666

Ref: MN221244

**Purchaser** Sunaina

Of 83 Waterman Drive Clyde North Vic 3978

Email:

Mob:

## Purchaser's legal practitioner or conveyancer

Chardon Legal

Of: Level 18-22 Webb Street, Narre Warren, Vic 3805

Email: shiran@chardonlegal.com.au

Tel: 0387948200 Mob: 0402633588

Fax:

Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11812	Folio	961	1037	PS 738385L

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

The land includes all improvements and fixtures.

## Property address

The address of the land is: 7 WESTBOURNE Street, Clyde North VIC 3978

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

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

## Payment

Price	\$ 665,000	01/02/2022 \$1000
Deposit	\$ 66,500	by (of which has been paid)
Balance	\$ 598,500	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** 14/04/2022

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 ..... / ..... /20... with [.....] options to renew, each of [.....] years

OR

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

OR

- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: Any Approved Lender

Loan amount: \$66,500 Approval date: 01/02/2022

**Building report**

- ☐ General condition 21 applies only if the box is checked

**Pest report**

- ☐ General condition 22 applies only if the box is checked

**Special conditions**

- ☒ This contract does not include any special conditions unless the box is checked. If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

# Special Conditions

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

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

## 1 ACCEPTANCE OF TITLE

General condition 12.4 is added:

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.

EC

## 2 ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

2.2 A party must immediately give written notice by email if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2.3 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*.

2.4 The purchaser must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.

2.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 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 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
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3 PLANNING SCHEMES**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### **4 NO REPRESENTATIONS**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

### **5 PAPER SETTLEMENT**

If Vendor's representative needs to do paper settlement under Purchaser's representative request, the admin fee of \$250 will be charged to the Purchaser.

### **6 DWELLING**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold based on existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

### **7 DEPOSIT**

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

### **8 AUCTION**

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

### **9 GUARANTEE**

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### **10 FIRB APPROVAL**

10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

10.3 This warranty and indemnity do not merge on completion of this contract.

### **11 CONDITION OF PROPERTY**

11.1 The property and any chattels are sold:

- (a) in their present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) 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
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

11.3. 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.

11.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

## **12 DEFAULT NOT REMEDIED**

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
- (c) Accommodation and/or storage expenses necessarily incurred by the Vendor.
- (d) Costs and expenses as between the Vendor's Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be \$700.00 (plus GST).
- (e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

## **13 LAND TAX**

13.1 The Purchaser acknowledges and agrees that:

- (a) if the Purchaser is in breach of this Contract by not completing this Contract on the



Settlement Date; and

(b) if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (Settlement Year); then

(c) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and

(d) the additional tax which the Vendor will incur in accordance with this special condition (Additional Land Tax) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

13.2 If special condition 13.1 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 0.2% of the Price of the property (Amount Paid).

13.3 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State

Revenue is:

(a) less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or

(b) more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.

13.4 The Vendor acknowledges that:

(a) it is liable and responsible for payment of land tax chargeable on the Property until the date upon which the Purchaser becomes entitled to possession; and

(b) subject to special condition 13.1, it must pay any such land tax assessed to the Vendor within the time limit specified in the assessment notice.

#### **14 LOAN**

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution( not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

#### **15 RESCHEDULED SETTLEMENT**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$220 for additional costs and disbursements.

#### **16 SWIMMING POOL OR SPA**

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees:

a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws;

b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

#### **17 STATEMENT OF ADJUSTMENTS**

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving the Statement of Adjustments.

# 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 warranties in general conditions 6.2 and 6.3 replace the purchaser’s right to make requisitions and inquiries.

6.2 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.

6.3 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.

6.4 The warranties in general conditions 6.2 and 6.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.5 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.

6.6 Words and phrases used in general condition 6.5 which are defined in the Building Act 1993 have the same meaning in general condition 6.5.

## **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 the holder of an unencumbered estate in free 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.

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.

## GUARANTEE and INDEMNITY

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

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

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

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

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

this ..... day of ..... 2022

SIGNED by the said )

)

Print Name: ..... )

)

.....  
Director (Sign)

in the presence of: )

)

Witness: ..... )

)



# Vendor GST Withholding Notice

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

To: ,

From: ELIAS SOUHEIL JABBOUR,

Property Address: 7 WESTBOURNE Street, Clyde North VIC 3978

Lot: 1037 Plan of subdivision: 738385L

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated:

Signed for an on behalf of the Vendor: *ADVANCED CONVEYANCING*

DATED

2022

**ELIAS SOUHEIL JABBOUR**

---

**VENDOR STATEMENT**

---

**Property: 7 WESTBOURNE Street, Clyde North VIC 3978**

ADVANCED CONVEYANCING  
Suite 9, Level 14, 330 Collins Street  
MELBOURNE VIC 3000  
Mob: 0404 570 666  
Ref: MN:MN221244

# 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.

<b>Land</b>	7 WESTBOURNE STREET, CLYDE NORTH VIC 3978
-------------	---

Vendor's name	ELIAS SOUHEIL JABBOUR	Date
Vendor's signature		/ /

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

## 1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$5,000.00

### 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

Not Applicable

### 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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

## 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:

Not Applicable

### 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:

NIL

### 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:

NIL

## 5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 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.*

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

As attached.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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



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

Page 1 of 1

VOLUME 11812 FOLIO 961

Security no : 124094918209M  
Produced 18/01/2022 12:48 PM

### LAND DESCRIPTION

Lot 1037 on Plan of Subdivision 738385L.  
PARENT TITLE Volume 11634 Folio 973  
Created by instrument PS738385L 18/08/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ELIAS SOUHEIL JABBOUR of 3 DOBELL COURT DANDENONG NORTH VIC 3175  
AN085208M 08/09/2016

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN085209K 08/09/2016  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS738385L 18/08/2016

COVENANT AN085208M 08/09/2016

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 PS738385L 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: 7 WESTBOURNE STREET CLYDE NORTH VIC 3978

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 22/10/2016

DOCUMENT END

# Imaged Document Cover Sheet



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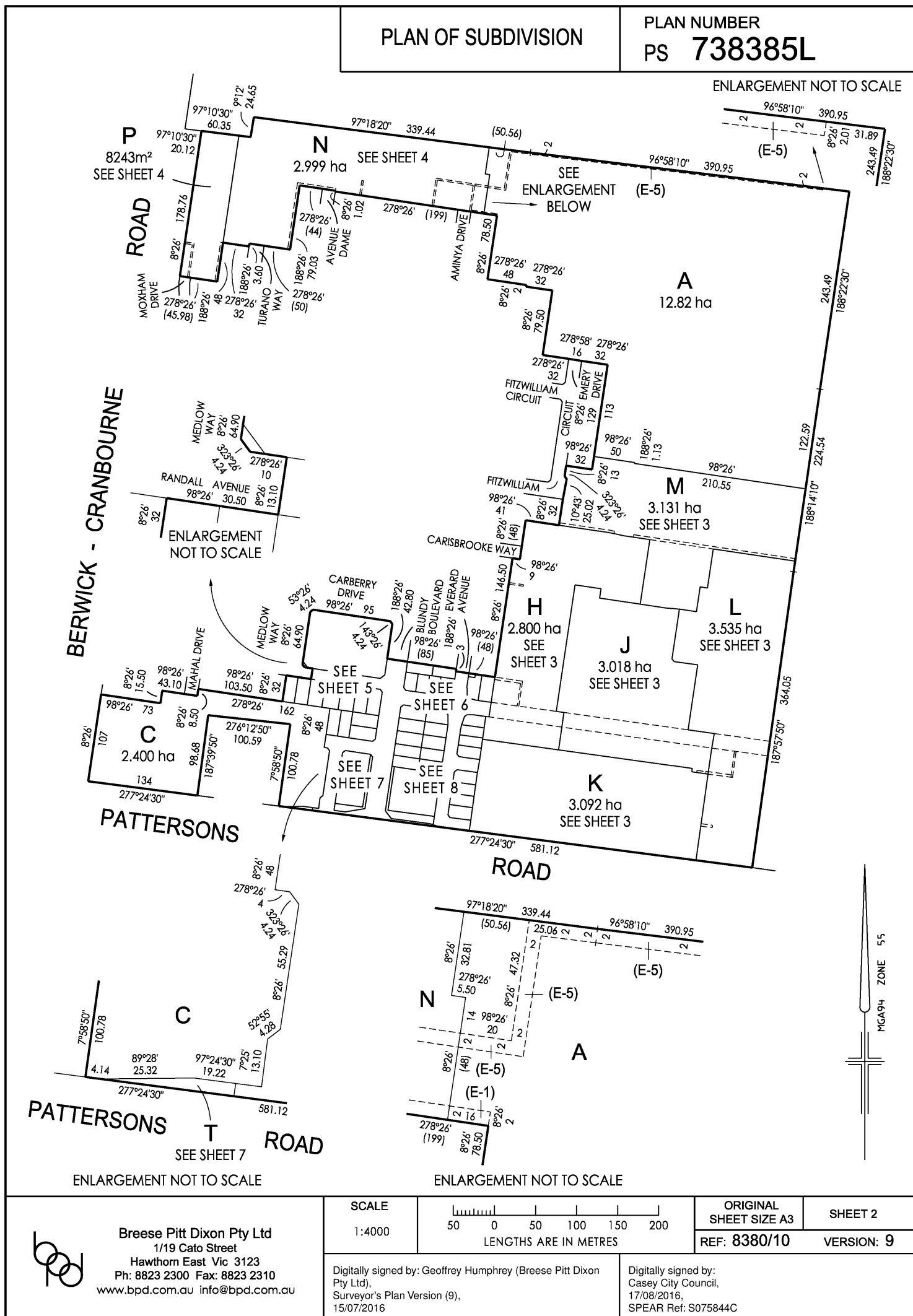
Document Type	<b>Plan</b>
Document Identification	<b>PS738385L</b>
Number of Pages (excluding this cover sheet)	<b>15</b>
Document Assembled	<b>18/01/2022 12:51</b>

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PLAN OF SUBDIVISION		LRS USE ONLY EDITION 2		PLAN NUMBER PS 738385L	
<b>LOCATION OF LAND</b> <b>PARISH:</b> CRANBOURNE  <b>TOWNSHIP:</b> ----- <b>SECTION:</b> ----- <b>CROWN ALLOTMENT:</b> 40 (PART) <b>CROWN PORTION:</b> -----  <b>TITLE REFERENCES:</b> VOL1 1634 FOL 973  <b>LAST PLAN REFERENCE:</b> LOT A PS738333G  <b>POSTAL ADDRESS:</b> PATTERSONS ROAD <b>(at time of subdivision)</b> CLYDE NORTH 3978  <b>MGA 94 CO-ORDINATES:</b> E: 353740 ZONE: 55 <b>(of approx. centre of plan)</b> N: 5779740 DATUM: GDA94			Council Name: Casey City Council  Council Reference Number: SubA00389/15 Planning Permit Reference: PlnA00899/14.C SPEAR Reference Number: S075844C  Certification  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 20/05/2016  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied for: all lots excluding Lots A, C, H, J, K, L, M and N at Certification  Digitally signed by: Belinda Sprake for Casey City Council on 17/08/2016		
VESTING OF ROADS OR RESERVES			NOTATIONS		
IDENTIFIER		COUNCIL/BODY/PERSON		<b>THIS IS A SPEAR PLAN</b>  TANGENT POINTS ARE SHOWN THUS:   <b>AN MCP APPLIES TO LOTS ON THIS PLAN VIDE RESTRICTION.</b>  LOTS 1 TO 1000 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD AREA IS 1.444 ha</b>  <b>FURTHER PURPOSE OF PLAN</b> TO REMOVE THAT PART OF (E-4) SHOWN ON PS738333G WHICH LIES WITHIN THE LAND IN THIS PLAN SHOWN AS ROAD R1  <b>GROUND'S FOR REMOVAL :</b> BY AGREEMENT	
ROAD R1 RESERVE No. 1 RESERVE No. 2 RESERVE No. 3 RESERVE No. 4		CASEY CITY COUNCIL CASEY CITY COUNCIL CASEY CITY COUNCIL CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY VIDE BP2835  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 96, 103 & 160  IN PROCLAIMED SURVEY AREA No. 71  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. A00899/14					
ESTATE: HIGHGROVE ESTATE		STAGE: 10	AREA: 3.903 ha	No. OF LOTS: 37	MELWAY:134:K:7
EASEMENT INFORMATION					
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF	
(E-1)	DRAINAGE	SEE PLAN	PS 720101E	CASEY CITY COUNCIL	
(E-1)	SEWERAGE	SEE PLAN	PS 720101E	SOUTH EAST WATER CORPORATION	
(E-2)	WATER SUPPLY	SEE PLAN	PS720096T	SOUTH EAST WATER CORPORATION	
(E-3)	DRAINAGE	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL	
(E-3)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION	
(E-4)	DRAINAGE	SEE PLAN	PS738333G	CASEY CITY COUNCIL	
(E-4)	SEWERAGE	SEE PLAN	PS738333G	SOUTH EAST WATER CORPORATION	
(E-5)	DRAINAGE	SEE PLAN	PS730321H	CASEY CITY COUNCIL	
(E-5)	SEWERAGE	SEE PLAN	PS730321H	SOUTH EAST WATER CORPORATION	
(E-6)	DRAINAGE	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL	
(E-7)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION	
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 8380/10		VERSION: 9	ORIGINAL SHEET SIZE A3
CHECKED LW		DATE: 12/07/16		SHEET 1 OF 14 SHEETS	
		Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (9), 15/07/2016		PLAN REGISTERED TIME: 2.13pm DATE: 18/8/16 Assistant Registrar of Titles ARC	





**PLAN OF SUBDIVISION**

**PLAN NUMBER**  
**PS 738385L**

**2.999 ha**

**BERWICK - CRANBOURNE ROAD**

**TURANO WAY**

**AVENUE DAME**

**AMINYA DRIVE**

**MOXHAM DRIVE**

**ENLARGEMENT NOT TO SCALE**

**SCALE**  
1:1500

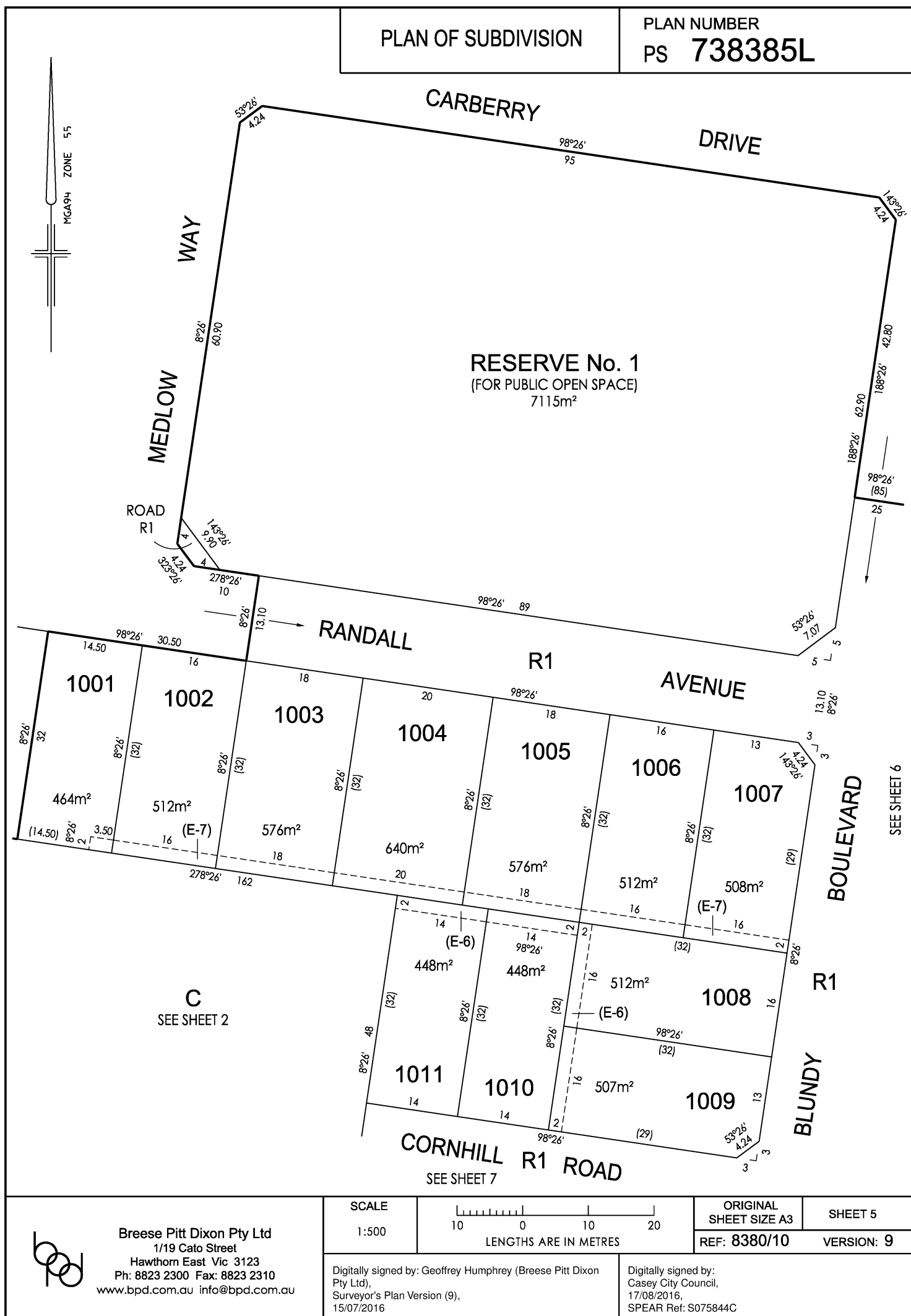
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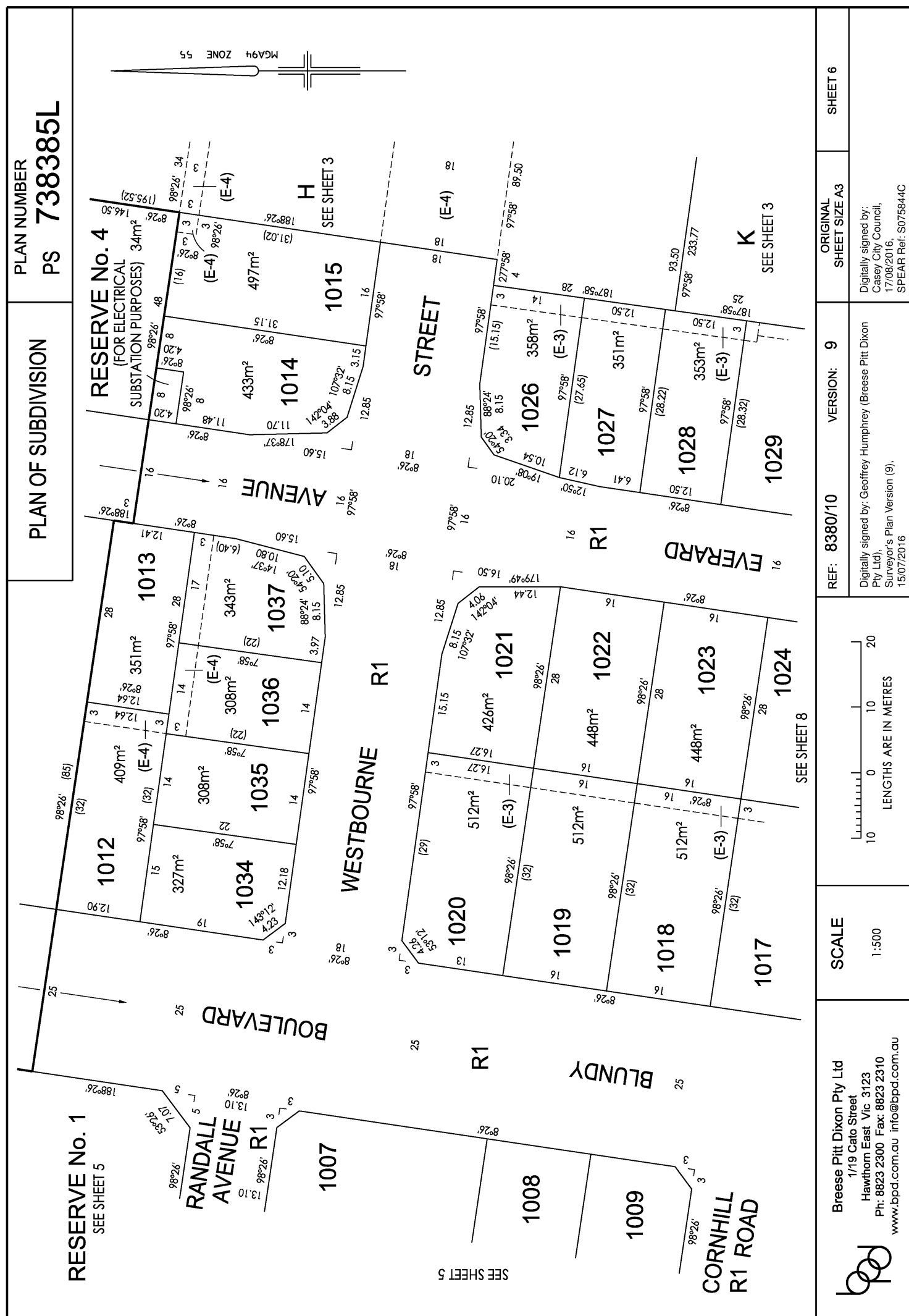
**VERSION: 9**

**ORIGINAL SHEET SIZE A3**

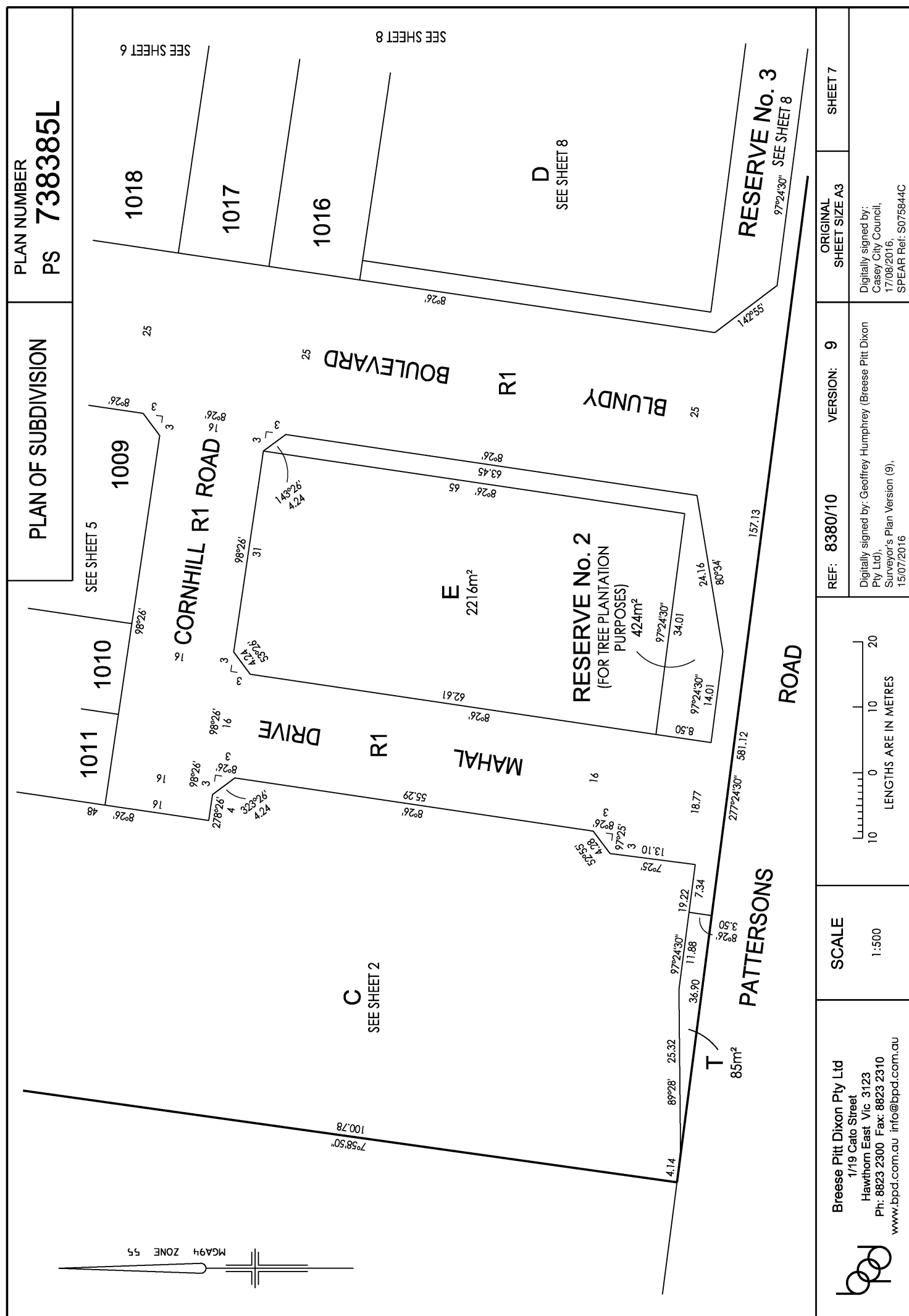
**SHEET 4**

Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd),  
Surveyor's Plan Version (9),  
17/08/2016,  
SPEAR Ref: S075844C










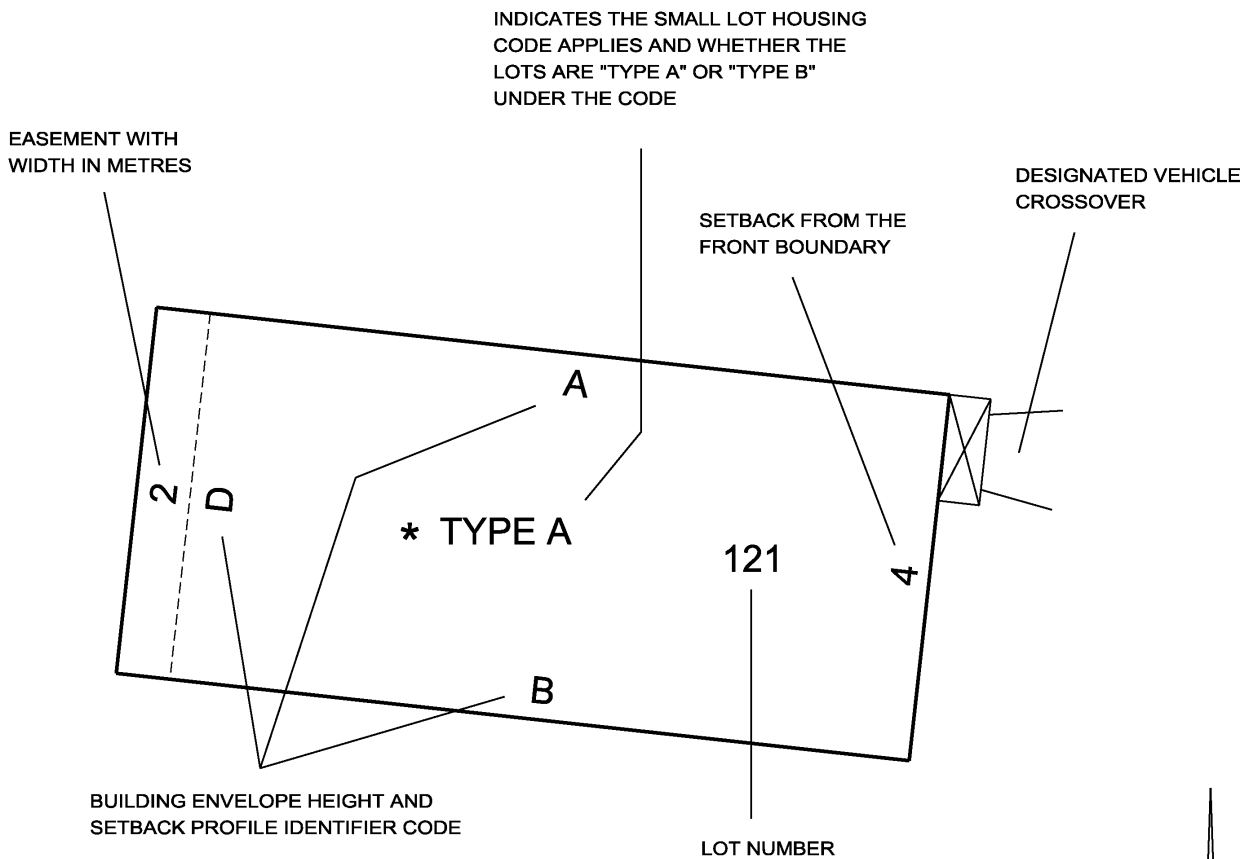


PLAN OF SUBDIVISION		PLAN NUMBER PS 738385L	
<p style="text-align: center;"><b><u>SUBDIVISION ACT 1988</u></b> <b><u>CREATION OF RESTRICTION</u></b></p> <p>Upon registration of the plan, the following restriction is to be created.</p> <p>Land to benefit :            Lots 1001 to 1037 (both inclusive).</p> <p>Land to be burdened:    Lots 1001 to 1037 (both inclusive).</p> <p>Description of Restriction :</p> <p>(1)    The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;</p> <p>      (a)    In the case of lots containing a building envelope zone, as shown on sheets 10 to 14 (both inclusive), any dwelling outside the relevant building height and setback profiles on sheets 10 to 14 (both inclusive) and;</p> <p>      (b)    Any dwelling other than in accordance with MCP No. AA2940.</p> <p>(2)    Must not erect any building on a lot unless the plans for such a building are endorsed as being in accordance with the Highgrove Estate Design Guidelines prior to the issue of a building permit. The requirement for such endorsement shall cease to have effect on the lot after an occupancy permit under The Building act 1993 is issued for the whole of the dwelling on the said lot.</p> <p>These restrictions will cease to affect any of the burdened lots one year after all the burdened lots are issued with a Occupancy Certificate under the Building Act 1993 or any instrument replacing it.</p>			
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE		ORIGINAL SHEET SIZE A3
			SHEET 9
			REF: 8380/10      VERSION: 9
	Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (9), 15/07/2016		Digitally signed by: Casey City Council, 17/08/2016, SPEAR Ref: S075844C

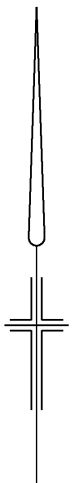
PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738385L

**DIAGRAMS ILLUSTRATING THE INTERPRETATION OF THE BUILDING ENVELOPE AND THE ANNOTATION WITH RESPECT TO ALL EDGE LOTS IN THIS STAGE DEVELOPMENT**



REFER TO MCP No. AA2940 FOR FURTHER INFORMATION.



Breese Pitt Dixon Pty Ltd  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

SCALE

ORIGINAL  
SHEET SIZE A3

SHEET 10

REF: 8380/10

VERSION: 9

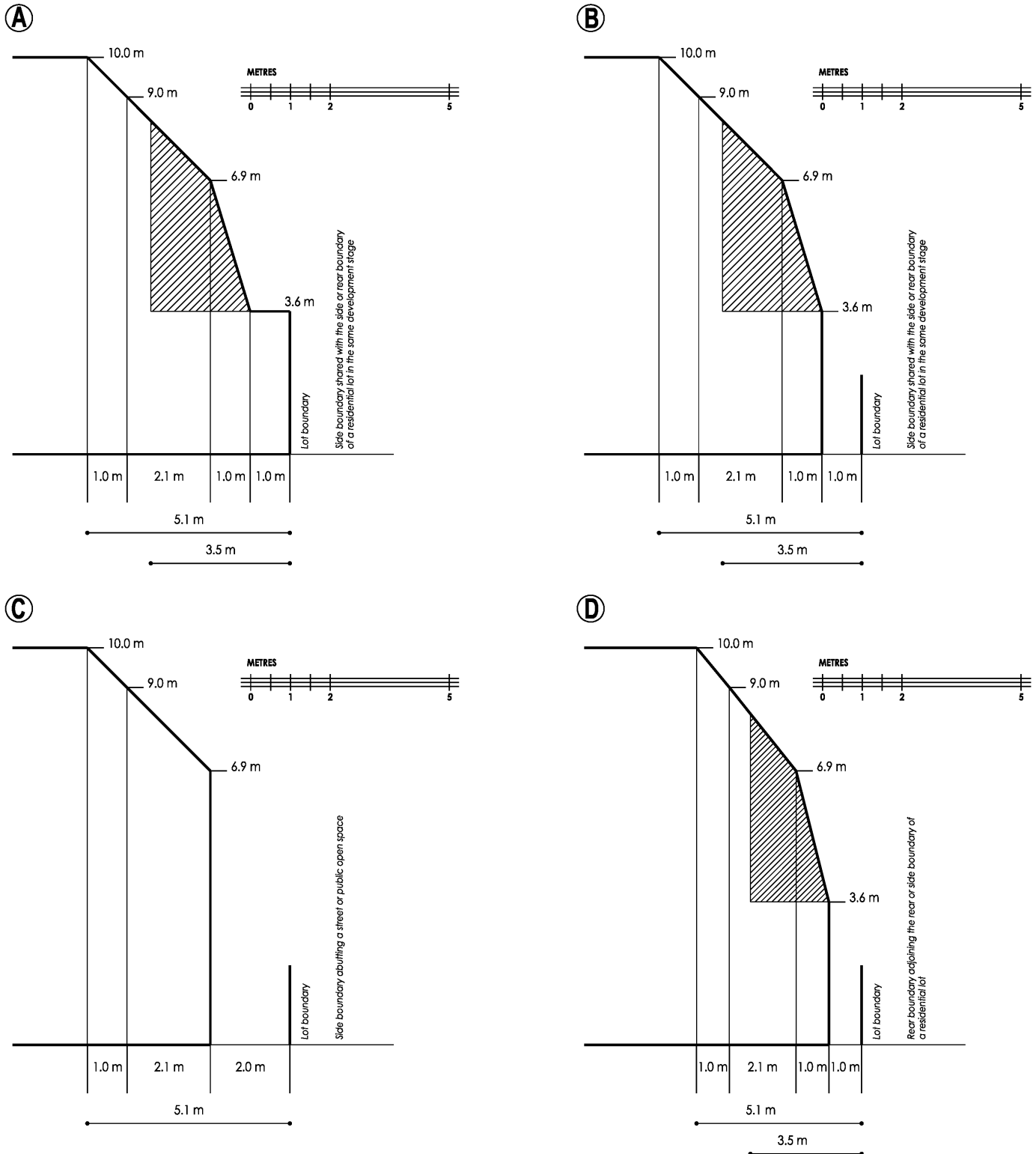
Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd),  
Surveyor's Plan Version (9),  
15/07/2016

Digitally signed by:  
Casey City Council,  
17/08/2016,  
SPEAR Ref: S075844C

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738385L

## BUILDING HEIGHT AND SETBACK PROFILES REFERENCED IN BUILDING ENVELOPE PLAN



### EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES



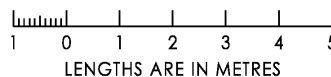
OVERLOOKING CONTROL AREA  
(refer 'overlooking' in MCP)



Breese Pitt Dixon Pty Ltd  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

SCALE

1:100



LENGTHS ARE IN METRES

ORIGINAL  
SHEET SIZE A3

REF: 8380/10

SHEET 11

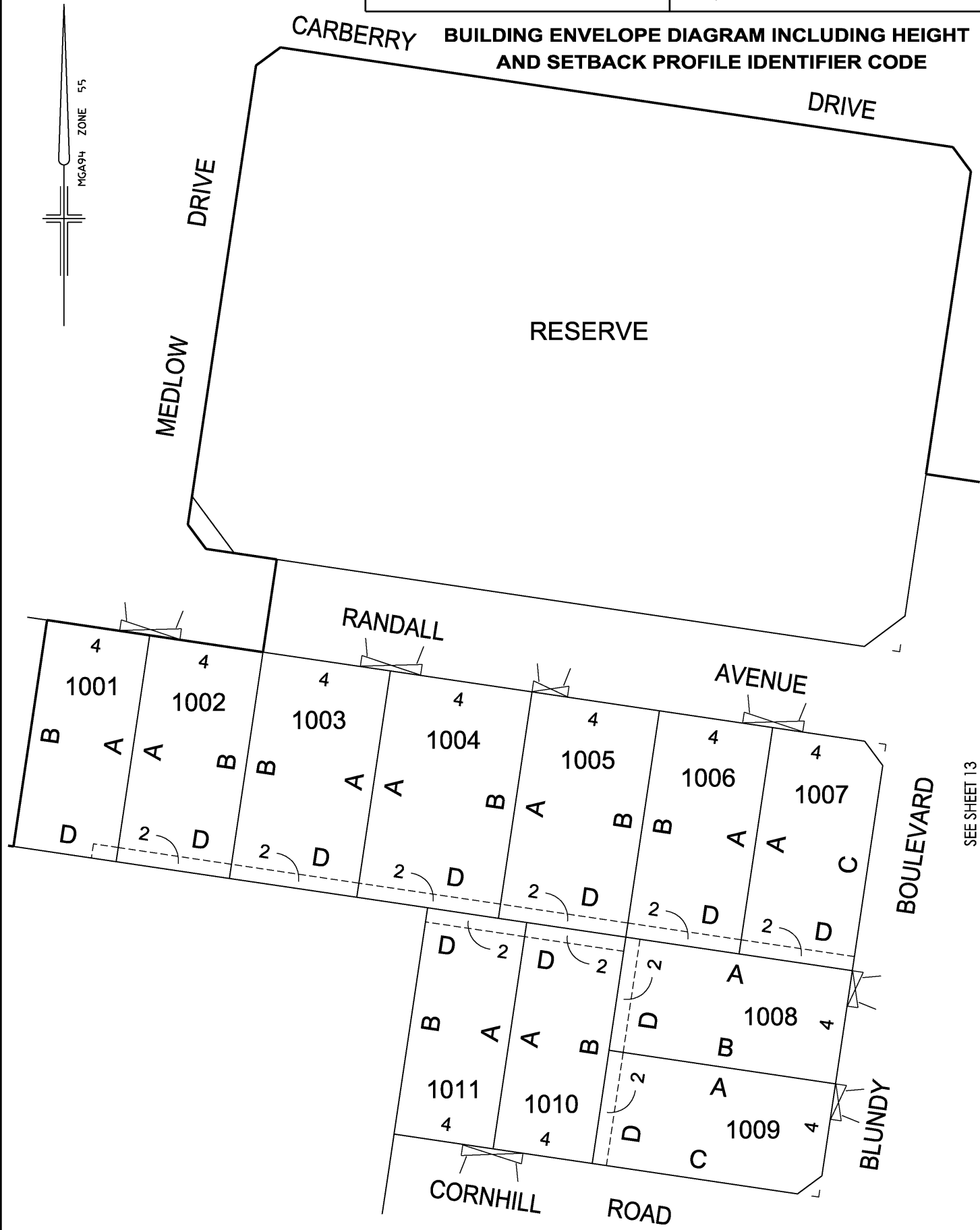
VERSION: 9


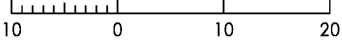
Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd),  
Surveyor's Plan Version (9),  
15/07/2016

Digitally signed by:  
Casey City Council,  
17/08/2016,  
SPEAR Ref: S075844C

PLAN OF SUBDIVISION	PLAN NUMBER PS 738385L
---------------------	---------------------------

**BUILDING ENVELOPE DIAGRAM INCLUDING HEIGHT  
AND SETBACK PROFILE IDENTIFIER CODE**



 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:500	 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 REF: 8380/10	SHEET 12 VERSION: 9
	Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (9), 15/07/2016		Digitally signed by: Casey City Council, 17/08/2016, SPEAR Ref: S075844C	







[illegible]

# Imaged Document Cover Sheet

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Document Identification	<b>AN085208M</b>
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**AN085208M**

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# Transfer of Land

## Creating an Easement and/or Restrictive Covenant

### Section 45 Transfer of Land Act 1958

Lodged by

Name: **ANZ Retail**

Phone: **15314 Q**

Address:

Reference:

Customer Code:

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume 11812 Folio 961

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

All its estate in fee simple

Consideration:

\$190,000.00

Transferor: (full name)

GREENRIDGE PROPERTIES PTY LTD

Transferee: (full name and address including postcode) **ELIAS SOUHEIL JABBOUR**

**ELIAS JABBOUR** of 3 Dobell Court, Dandenong North, Vic 3175

*ES*

Creation and/or Reservation of Easement and/or Restrictive Covenant :

### COVENANT

AND the said Transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No PS738385L ("the Plan"), other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for himself his heirs executors administrators and transferees and as a separate covenant covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the Plan and every part or parts thereof other than the lot hereby transferred that the said Transferees their heirs executors administrators and transferees shall not any time on the said lot hereby transferred or any part or parts thereof:

8031506A

Duty Use Only

**T2**

Page 1 of 3

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

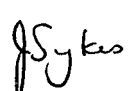
**AN085208M**

- a) within 8 years of the registration of the Plan creating a lot hereby transferred, erect or cause or permit to be erected any building or structure of any nature without the prior approval of all plans and specifications by Highgrove Estate Design Assessment Panel c/-Brown Property Group, Level 5, 523 Burwood Road, Hawthorn, Victoria, 3122;
- b) construct any fence on the lot other than treated paling, with timber capping and exposed posts for dividing fences;
- c) construct any fence that exceeds 1950mm in height above natural ground level;
- d) erect cause or permit to be erected or remain on the lot any type of side fence which finishes at any distance within 5 metres of the front boundary of the lot;
- e) erect, cause or permit to be erected or remain on the lot any type of front fence;
- f) erect, cause or permit to be erected or remain on the lot more than one dwelling house;

Dated: 1/9/2014

Execution and attestation:

Executed by GREENRIDGE PROPERTIES PTY LTD in  
~~accordance with Section 127 of the Corporations Act 2001~~ by  
 being signed by the persons who are authorised to sign for the  
 company: namely,

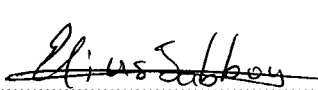
)  
)  
)  
)  
)  


.....Jill Lucy Sykes.....  
 as Attorney for Greenridge Properties Pty Ltd  
 Pursuant to the Power of Attorney dated 05.05.15 in the presence of:

X.....  
JILL SYKES

X.....  
  
WITNESS

SOUHEIL  
 Signed by ELIAS JABBOUR in the presence of:  
ED

)  
)  
  
 ELIAS JABBOUR  
SOUHEIL  
ED

Witness: 

8031506A

Duty Use Only

**T2**

**AN085208M**

# Annexure Page

## 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.

This is page 3 of Approved Form T2 dated 1/9/2014  
between Greenridge Properties Pty Ltd Elias Jabbour

Signatures of the Parties

J Sykes  
Greenridge Properties Pty Ltd

Elias Jabbour  
Elias Jabbour Souheil Jabbour  
EJ

### Panel Heading

- g) erect, cause or permit to be erected or remain on the lot a dwelling (excluding garages, verandas and balconies) other than a dwelling with a floor area of at least:
  - i) 110m2 where the Lot transferred is or is less than 440m2; or
  - ii) 148.8m2 where the Lot transferred is or is less than 650m2 but more than 440m2; or
  - iii) 167.4m2 where the Lot transferred is or exceeds 651m2;
- h) erect, cause or permit to be erected or remain on the lot a garage other than a double width garage with lock up doors to all street frontages where the Lot transferred exceeds 400m2 or a double or single width garage with lock up doors to all street frontages where the Lot transferred is or is less than 400m2;
- h) lay the roof on any dwelling with any material other than masonry, colourbond or terracotta or other non-reflective material;
- i) erect, permit to be erected or remain on the lot, a dwelling or structure with external walls (excluding windows) constructed of material which is less than 50 per cent of brick, masonry, veneer or other approved texture-coated material;
- j) subdivide the lot;
- k) erect cause or permit to be erected or remain on the lot any type of incinerator;
- l) erect, park or locate or cause or permit to be erected, parked or located or remain on the lot any type of temporary living shelter, caravan or tent; or
- m) erect or cause or permit to be erected any type of externally mounted spa or pool equipment which is visible from any abutting lots, road or public open space and which is of any colour other than a colour that matches the adjoining wall surface.

AND this covenant shall appear on the Certificate of Title to issue for the land and run with the land."

8031506A

**A1**

Page 3 of 3

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

## PROPERTY DETAILS

Address: **7 WESTBOURNE STREET CLYDE NORTH 3978**

Lot and Plan Number: **Lot 1037 PS738385**

Standard Parcel Identifier (SPI): **1037\PS738385**

Local Government Area (Council): **CASEY** [www.casey.vic.gov.au](http://www.casey.vic.gov.au)

Council Property Number: **139078**

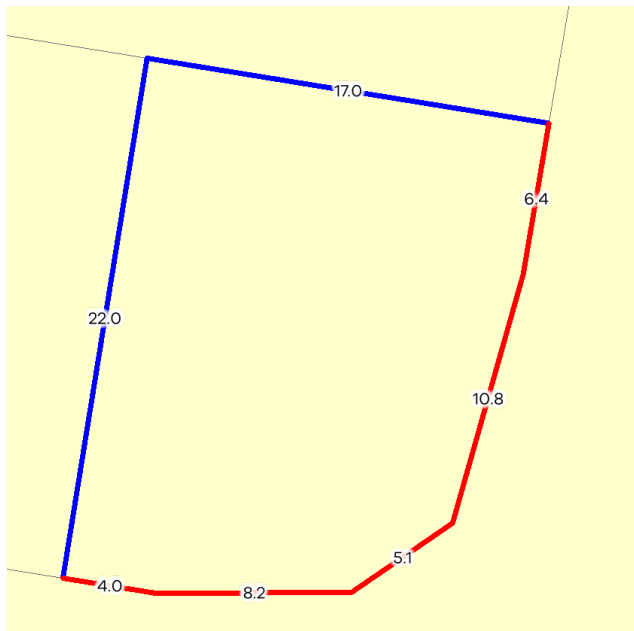
Directory Reference: **Melway 135 A7**

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

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>

## SITE DIMENSIONS

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



**Area:** 0 sq. m

**Perimeter:** 0 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **BASS**

## PLANNING INFORMATION

**Planning Zone:** [URBAN GROWTH ZONE \(UGZ\)](#)  
[URBAN GROWTH ZONE - SCHEDULE 7 \(UGZ7\)](#)

**Planning Overlay:** [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 \(DCPO15\)](#)

## Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 23 December 2021.

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>

## 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.gav.nrms.net.au/gavQuestion1.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>

## Area Map



Selected Property

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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





# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 January 2022 12:48 PM

## PROPERTY DETAILS

Address: **7 WESTBOURNE STREET CLYDE NORTH 3978**  
Lot and Plan Number: **Lot 1037 PS738385**  
Standard Parcel Identifier (SPI): **1037\PS738385**  
Local Government Area (Council): **CASEY**  
Council Property Number: **139078**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 135 A7**

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

[Planning Scheme - Casey](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **BASS**

## OTHER

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

[View location in VicPlan](#)

## Note

**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 7 \(UGZ7\)](#)



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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 \(DCPO15\)](#)



DCPO - Development Contributions Plan

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

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](#)



Land added to the UGB since 2005

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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# PLANNING PROPERTY REPORT

## Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



## 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 23 December 2021.

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.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>

ELIAS JABBOUR  
7 WESTBOURNE ST  
CLYDE NORTH VIC 3978

**Payments (Visa/MasterCard) & account balances:**

southeastwater.com.au or call 1300 659 658

**Account enquiries:**

southeastwater.com.au/enquiries or call 131 851

Mon-Fri 8am to 6pm

**Faults and emergencies (24/7):**

live.southeastwater.com.au or call 132 812

**Interpreter service:**

For all languages 9209 0130

TTY users 133 677 (ask for 131 851)

**Bill note:**

The total due will be debited from your nominated account.  
Thanks for using direct debit.

Last bill	Payments received	Balance
\$185.15	— \$385.15cr =	\$200.00cr

Account number:	28651169
Direct debit date:	17 December 2021
Current charges	Total due
+ \$279.70	\$79.70

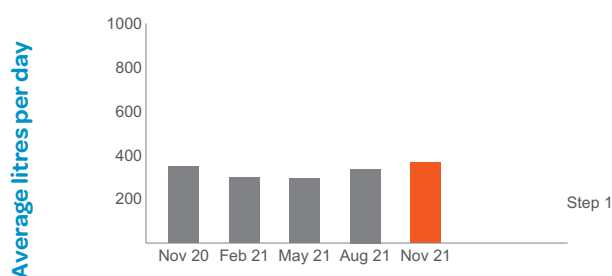
## Your account breakdown

Issue date	30 November 2021
Property	Lot 1037 Westbourne Street CLYDE NORTH VIC 3978
Property reference	53W//00091/00006
Last bill	\$185.15
Payment received	\$385.15cr
Balance brought forward	\$200.00cr
Our charges (no GST)	\$253.32
Other authorities' charges (no GST)	\$26.39
<b>Total due</b>	<b>\$79.70</b>

## Your snapshot

Average daily water use	365 litres
Average daily cost	\$2.78

## Your water use



## Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	365	183	122	91	73
Meeting Target 155?	x	x	✓	✓	✓

Recycled water not included in calculation

## Payment options



### DirectDebit

Set up payments at mysoutheastwater.com.au



### BPAY® (Up to \$20,000)

Bill code: 24208 Ref: 1002 8651 1600 009



### Credit Card

Pay by Visa or MasterCard at southeastwater.com.au or call 1300 659 658.



### EFT (Electronic Funds Transfer)

BSB: 033-874 Account number: 28651169  
Account name: South EastWater Corporation



### Postbillpay

BillpayCode: 0361 Ref: 1002 8651 1600 009  
Call 131 816 Visit: postbillpay.com.au  
Or visit an Australia Post store.



### Centrepay

Arrange regular deductions from your Centrelink payments  
visit humanservices.gov.au/centrepay CRN: 555 050 397J

Property ref: 53W//00091/00006  
LOT 1037 WESTBOURNE STREET  
CLYDE NORTH VIC 3978



\*361100286511600009

PN53W

<b>Total due:</b>	\$79.70
<b>Account number:</b>	28651169
<b>Date paid:</b>	
<b>Receipt number:</b>	

## Our charges

### Meter reading details

Date read: 29/11/2021

Meter Number (Recycled meter)	current read	previous read	consumption (kl)	Estimate or Actual read
SAFN107654	439	404	35	A
RATM014155	114	106	8	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **28 February 2022**.

**Water usage** For period 25/08/21 to 29/11/21 (96 days)

Step 1 35 kl @ \$2.6888 per kl = **\$94.11**

### Sewage disposal

32.25 kl @ 88.85c per kl = **\$28.65**

### Recycled water

8 kl @ \$2.0205 per kl = **\$16.16**

**Total usage charges** **\$138.92**

Steps are calculated on a daily average up to 440 litres

### Service charges

For period 01/10/21 to 31/12/21

Water service charge **\$23.28**

Sewerage service charge **\$91.12**

**Total service charges** **\$114.40**

**Our charges** **\$253.32**

### Other authorities' charges

Waterways and Drainage charge 01/10/21 to 31/12/21 **\$26.39**

**Total other authorities** **\$26.39**

**Total current charges** **\$279.70**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see

[southeastwater.com.au/residentialprices](https://southeastwater.com.au/residentialprices)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for **01/10/21 to 31/12/21**.

### Additional information

#### Payment assistance

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

#### Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at [mysoutheastwater.com.au](https://mysoutheastwater.com.au). Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

**You could save up to  
\$345.50 each year.**

If you have a health care, pensioner or DVA card, you could reduce your bill.

Visit [southeastwater.online/concessions](https://southeastwater.online/concessions)



**South East Water Corporation**

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



CASEYVIC.GOV.AU

## RATE &amp; VALUATION NOTICE 1 July 2021 - 30 June 2022



City of Casey

Ralph Place, 2 Patrick Freeland Drive, Rye VIC 3215  
Tel: 03 9596 5500 MBS: 121 677 the city desk, leaving for speech requests

110-110 Fish Farming and Integreating School

Web: 03 959 755 742

030-3678 (80738)

E S Jabbour  
7 Westbourne Street  
CLYDE NORTH VIC 3978Issue Date: 05/08/2021  
Property ID: 139078  
Account Ref No.: 01390784Property: 7 Westbourne Street CLYDE NORTH VIC 3978  
Lot 1397 PS 736362

PRECEDENCE DATE OF VALUATION	OPERATIVE DATE
Valuation as at 1 JAN 2021	(Effective from) 1 JULY 2021
CAPITAL IMPROVED VALUE	SITE VALUE
Total Property Value: \$455,000	Land Value: \$240,000
	NET ANNUAL VALUE: \$22,750

Rates & Charges	Calculation	Amount
Fire Service Levy Residential Fixed	114.00	\$114.00
Fire Service Levy Residential Variable	(0.000099 x CV)	\$24.85
Garbage With Garden Waste 225L	@ \$377.00	\$377.00
General Rate	@ \$5.002551395 x CV	\$1,260.88

Search rates and the service property may need to pay 15 February 2022 to avoid interest being paid to residents. Any errors should also check for amendments to avoid interest being paid to residents. Any errors should also check for amendments to avoid interest being paid to residents. Any errors should also check for amendments to avoid interest being paid to residents.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:  
110 - Detached Dwelling

## RATE CAPING

Council has complied with the Victorian Government's rate cap 1.5%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

To update your contact details, notify us at [www.casey.vic.gov.au/update-your-contact-details](http://www.casey.vic.gov.au/update-your-contact-details)

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

\*All outstanding amounts must be paid immediately to avoid further interest charges (currently set at 10% PA)

## How To Pay:

## 1 - Payment by Instalments

To pay by instalments, you MUST pay the 1<sup>st</sup> instalment by the due date.1<sup>st</sup> Instalment 30<sup>th</sup> Sept 20212<sup>nd</sup> Instalment 30<sup>th</sup> Nov 20213<sup>rd</sup> Instalment 28<sup>th</sup> Feb 20224<sup>th</sup> Instalment 31<sup>st</sup> May 2022

\$419.70

\$419.70

\$419.70

\$419.70

OR

## 2 - Payment in Full

Due by 15<sup>th</sup> Feb 2022

\$1,678.73

OR

## 3 - Payment by Direct Debit

Existing Direct Debit Arrangements will continue from 28<sup>th</sup> September 2021.

A Payment Schedule will be sent separately.

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

Biller Code: 8996  
Ref: 01390784

Bpay\* This payment via internet or phone banking.

Bpay\* View\* - View and pay this bill using internet banking.

Bpay\* View Registration No: 01390784

INSTALMENT AMOUNT  
DUE BY 30/09/2021 \$419.63TOTAL AMOUNT  
DUE BY 15/02/2022 \$1,678.73

Date / /

\$

RATEPAYER: E S Jabbour

PROPERTY: 7 Westbourne Street CLYDE NORTH VIC 3978

PROPERTY ID: 139078



71 179 1390784 28

# BUILDING PERMIT

Building Act 1993, Building Regulations 2006  
Regulation 313 **Form 2**

checkpoint  
building surveyors

ISSUED TO (AGENT OF OWNER)

Metricon Homes Pty Ltd - 501 Blackburn Road, Mount Waverley - 3149, VIC

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

METRICON HOMES PTY LTD - 501 BLACKBURN ROAD, MOUNT WAVERLEY - 3149, VIC

OWNERSHIP DETAILS

Elias Jabbour - 3 Dobell Court, Dandenong North - 3175, VIC

PROPERTY DETAILS

Lot 1037 (7) Westbourne Street, Clyde North - 3978

LP/PS	VOLUME	FOLIO	COUNTY
PS738385L	11812	961	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	

MUNICIPAL DISTRICT

City of Casey

DOMESTIC BUILDING WARRANTY INSURANCE (IF APPLICABLE)

QBE Insurance

BUILDER

Metricon Homes Pty Ltd, 501 Blackburn Road, Mount Waverley - 3149, VIC

BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORK

Mario Biasin

NAME

BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

Mario Biasin

Farhad Shabanpoor

Yasemin Mustafa

NAME

NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. It is the builder's responsibility to ensure that a copy of the building permits and approved plans are present on site during construction works.
3. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
4. Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor.
5. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain.
6. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
7. Termite Protection MUST be provided to the dwelling, in accordance with AS 3660.1.2000.

BUILDING CLASSIFICATION

PART OF BUILDING

PART OF BUILDING	BCA CLASSIFICATION	DESCRIPTION
Ground Floor	1a(i)	Dwelling
Ground Floor	10a	Garage

PRESCRIBED REPORTING AUTHORITIES (IF APPLICABLE)

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

DETERMINATION:	MATTER REPORTED ON:	REGULATION:
1. City of Casey	Report & Consent – Legal Point of Discharge of Storm Water	610 (2)
2. City of Casey	Report & Consent – Building over an easement	310 (1)
3. South East Water	Report & Consent – Building over an easement	310 (1)

THE MANDATORY INSPECTION NOTIFICATIONS STAGES

Prior to placing of footing	Prior to pouring of insitu concrete	Completion of framework	Final upon completion of building work
-----------------------------	-------------------------------------	-------------------------	--

OCCUPATION OF BUILDING

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

COMMENCEMENT AND COMPLETION

The building work must commence by 24/11/2017, and must be completed by 24/11/2018.

RELEVANT BUILDING SURVEYOR

Blagojce (Bill) Romanovski

BUSINESS

Checkpoint Building Surveyors – 226 Normanby Road Southbank VIC 3006

SIGNATURE



REGISTRATION NO.

BS-U15181

PERMIT NO.

15181/2016/004438/0

DATE

24/11/2016

NOTES:

1. Under Regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works are in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies;
2. Under Regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
6. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$12,000.

226 normanby road, southbank victoria 3006  
t +61 3 9673 0000 f +61 3 9673 0099  
a division of bcg (aust) pty ltd  
acn 114 332 017 abn 18 394 329 425

CBS 2016/5711

# OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2006  
Regulation 1005 **Form 6**

checkpoint  
building surveyors

## ISSUED TO (AGENT OF OWNER)

Meticon Homes Pty Ltd  
501 Blackburn Road, Mount Waverley - 3149, VIC

## OWNER

Elias Jabbour  
3 Dobell Court, Dandenong North - 3175, VIC

## PROPERTY DETAILS

Lot 1037 (7) Westbourne Street, Clyde North - 3978

## MUNICIPAL DISTRICT

City of Casey

## NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

## BUILDING DETAILS

PART OF BUILDING	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(i)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

## PRESCRIBED REPORTING AUTHORITIES (IF APPLICABLE)

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

DETERMINATION:	MATTER REPORTED ON:	REGULATION:
1. City of Casey	Report & Consent – Legal Point of Discharge of Storm Water	610 (2)
2. City of Casey	Report & Consent – Building over an easement	310 (1)
3. South East Water	Report & Consent – Building over an easement	310 (1)

## CONDITIONS

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
- The connection of water and gas (if required) with the relevant supply authorities.

## SUITABILITY FOR OCCUPATION

The building or part of the building to which this permit applies is suitable for occupation.

## DATE OF INSPECTION

24/04/2017

## RELEVANT BUILDING SURVEYOR

Blagojce (Bill) Romanovski

## REGISTRATION No.

BS-U15181

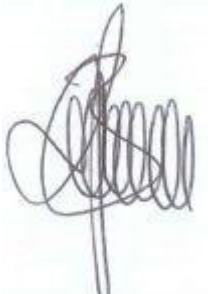
## BUSINESS

Checkpoint Building Surveyors – 226 Normanby Road Southbank VIC 3006

## CERTIFICATE No.

15181/2016/004438

## SIGNATURE



## DATE

26/04/2017

## NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2006; and

2. Regulation 1215 of the Building Regulations 2006 requires the owner of a building to maintain all essential services.

CBS 2016/5711

226 normanby road, southbank victoria 3006  
t +61 3 9673 0000 f +61 3 9673 0099  
a division of bcg (aust) pty ltd  
acn 114 332 017 abn 18 394 329 425

## Domestic Building Insurance Certificate of Insurance

Policy Number 420068441BWI-198

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



ELIAS JABBOUR  
3 DOBELL CT  
DANDENONG NORTH 3175

**Name of Intermediary**  
WILLIS - METRICON  
WILLIS AUSTRALIA LTD  
G P O BOX 956 MELBOURNE 3001

**Account Number**  
42BWW/METR  
**Date Issued**  
18/11/2016

### Policy Schedule Details

#### Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

#### At the property

JOB # 674364  
LOT 1037, WESTBOURNE STREET  
CLYDE NORTH VIC 3978

#### Carried out by the builder

METRICON HOMES PTY LTD  
ACN: 005 108 752

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

#### For the building owner

ELIAS JABBOUR

#### Pursuant to a domestic building contract dated

01/04/2016

#### For the contract price of

\$183,495.00

#### Type of cover

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

#### Period of cover

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

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

#### The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses\*

#### The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price\*

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

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 420068441BWI-198

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



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

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium	\$946.00
GST	\$94.60
Stamp Duty	\$104.06

**Total** **\$1,144.66**

**IMPORTANT:**

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

## Domestic Building Insurance Certificate of Insurance

Policy Number 420068441BWI-198

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



**If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723**

**Below are some examples of what to look for:**

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p><b>Owner:</b> _____</p> <p><b>Carried out by the builder:</b> → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>MATCH</b></p> <p><i>Both name of builder and ACN or ABN match</i></p> <p>✓</p>	<p><b>Owner:</b> _____</p> <p><b>Builder:</b> → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>
<p><b>Owner:</b> _____</p> <p><b>Carried out by the builder:</b> → JOHN CITIZEN ABN: 12 345 678 910</p>	<p><b>NO MATCH</b></p> <p><i>Call QBE, name of builder does not match</i></p> <p>✗</p>	<p><b>Owner:</b> _____</p> <p><b>Builder:</b> → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>
<p><b>Owner:</b> _____</p> <p><b>Carried out by the builder:</b> ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>NO MATCH</b></p> <p><i>Call QBE, ABN or ACN does not match</i></p> <p>✗</p>	<p><b>Owner:</b> _____</p> <p><b>Builder:</b> ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p>