

DATED

2026

AFNAN RAHMAN AND UMAR ABDULLAH IBN MUHAMMAD

to

CONTRACT OF SALE OF REAL ESTATE

Property: UNIT 2/10 BORROWDALE ROAD, Harkness 3337

NR Conveyancing

PO Box 102
Holmesglen VIC 3148
Tel: 0411 098 418
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Ref: JM:Atul Rahman-470

Contract of Sale of Land

Property address: UNIT 2/10 BORROWDALE ROAD, Harkness, Victoria 3337

Vendor: AFNAN RAHMAN and UMAR ABDULLAH IBN MUHAMMAD

Purchaser:

Prepared by
NR Conveyancing

PO Box 102, Holmesglen VIC 3148

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Ref: JM:Atul Rahman-470

Contract of Sale of Land 2025 edition

Part 1

Property address: UNIT 2/10 BORROWDALE ROAD, Harkness, Victoria 3337

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, the general conditions and any special conditions in that order of priority.

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 apply to you.

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

If you end the contract in this way 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.

Exceptions

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

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

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 the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

SIGNING THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a complete copy of the contract including the Particulars of Sale, Special Conditions (if any), and the General Conditions.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On

,

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On

AFNAN RAHMAN and UMAR ABDULLAH

IBN MUHAMMAD,

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

Particulars of Sale

VENDOR'S AGENT

Name		Phone		Fax	
Address		Email			

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	AFNAN RAHMAN and UMAR ABDULLAH IBN MUHAMMAD	Name	NR Conveyancing		
		Address	PO Box 102, Holmesglen VIC 3148		
Address	UNIT 2/10 BORROWDALE ROAD, Harkness, VIC 3337	Contact	Jay Motipalli		
		Email	nrconveyancing@gmail.com		
ACN/ABN		Phone	0411098418	Fax	039806 3200

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

The land is described in the table below.

Certificate of Title reference		being lot	on plan
Volume 12217	Folio 193	2	PS832343D

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

The land includes all improvements and fixtures.

Property address

The address of the land is:

UNIT 2/10 BORROWDALE ROAD, Harkness VIC 3337

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:

All fixed floor coverings, electric light fittings and window furnishings

PAYMENT

General condition 11

Price:

Plus GST: Nil Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: \$ By of which \$ has been paid

Balance: \$ Payable at settlement

Foreign resident vendor: ☐

See general condition 15(f) and (g)

GST payable

General condition 13

☒ **No**, because:

☐ Vendor not registered or required to be registered

☒ Existing residential premises

☐ Not in the course or furtherance of an enterprise

☐ Going concern

☐ Farmland used for farming business or sale of subdivided farmland to an associate

☐ **Yes**, because:

☐ Purchaser entitled to input tax credit

☐ Purchaser **NOT** entitled to input tax credit

☐ Margin scheme applies

☐ Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor ☐ Yes ☒ No

Withholding required by purchaser ☐ Yes ☒ No

No withholding for residential premises because:

- ☐ Vendor not registered or required to be registered
- ☒ The premises are not new
- ☐ The premises were created by substantial renovation
- ☐ The premises are commercial residential premises

No withholding for potential residential land because:

- ☐ Vendor not registered or required to be registered
- ☐ The land includes a building used for commercial purposes
- ☐ The purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

General condition 10

Settlement is due on

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- ☒ Entitled to vacant possession.

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- ☐ Yes ☒ No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within from the contract date (approval period).

Lender:

Loan amount:

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

- ☐ Building report. Provider:
- ☐ Pest report. Provider:

SPECIAL CONDITIONS

☒ Yes ☐ No

1.

2.

3.

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

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

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The

delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in

accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.

- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- (e) Payments may be made or tendered:

- (i) In cash; or
- (ii) By cheque drawn on an authorised deposit taking institution; or
- (iii) At the direction of the vendor, by cheque drawn on a trust account; or
- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:

- (i) general condition 12(a) has been satisfied; and
- (ii) the purchaser has not made a valid objection to title; and
- (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (e) This clause applies if **'farm land used for farming business or sale of subdivided farm land'** to an associate' is specified in the particulars of sale.

- (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
- (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice

- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).
- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
 - (i) applied for the loan; and
 - (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

(f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:

- (i) applied for the report; and
- (ii) provides the vendor with a copy of the written report; and
- (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
- (iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

(g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

(a) 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.

(b) The periodic outgoings and rent and other income must be apportioned on the following basis:

- (i) 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
- (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
- (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

(iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

(c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.

(d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.

(e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

(f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.

(g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.

(h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

(a) Time is of the essence of this contract.

(b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

(c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.

- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. the default is remedied; and
 - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and
 - (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - A. the default is remedied; and
 - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.

- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

SPECIAL CONDITIONS

Any Special Conditions written below which are inconsistent with the General Conditions hereinbefore contained shall modify or exclude such Conditions to the extent of such inconsistency.

1. INTERPRETATION

In the interpretation of this contract where the context permits.

- a) words importing either gender shall be deemed to include the other gender.
- b) words importing the singular number shall be deemed to include the plural and vice versa.
- c) Where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

2. LAND IDENTITY

The purchaser admits that the land offered for sale and inspected by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend Title or to bear all or any part of the cost of doing so.

3. ACKNOWLEDGEMENT

The purchaser hereby acknowledges that prior to signing this contract and prior to signing any other documents relating to the sale hereby effected he received a statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

4. RESTRICTIONS

The purchaser buys subject to any restrictions imposed by the provisions of any applicable Town Planning Acts or Schemes, Local Government By-Laws or other enactments, or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

5. CONDITION OF PROPERTY

The purchaser acknowledges the property is purchased in its existing condition. The purchaser further acknowledges that the vendor makes no representations or warranties as to any plans, designs or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property.

6. REQUISITIONS

Condition 1 of Table A does not apply to this contract of sale and the purchaser must not deliver to the vendors, solicitors any other requisitions save for the standard Law Institute Requisitions and Enquiries on Title.

7. DEFAULT INTEREST

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of FOURTEEN per centum (14%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without necessity for any notice in writing whether under Condition 26 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the Vendor under this Contract or otherwise. The provisions of Condition 33 shall not apply to this Contract.

8. SMOKE ALARMS

If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self-contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

9. **NOMINATION OF PURCHASER**

General Condition 4 shall be amended by the addition of a last sentence as follows: "These arrangements shall be completed to the reasonable satisfaction of the vendor or their solicitors at the expense of both the purchaser and the nominees and in addition may only be effected if the purchaser is not in default pursuant to this contract and provided that notice is given prior to fourteen (14) days from the date of the settlement".

a) The Purchaser must pay to the vendor on the settlement date a nomination fee of **\$350.00** incl GST as compensation for the vendor's additional legal expenses in respect of nomination.

10. **GUARANTEE AND INDEMNITY**

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser shall simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company.

11. **MERGER**

The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

12. **SWIMMING POOL OR SPA**

If the Property contains a swimming pool or spa the Building Regulations require suitable safety barriers to be established. The Purchaser acknowledges responsibility for this from the date of the Contract and warrants to the Vendor it will comply with all building regulations and other requirements that may apply in relation to the swimming pool or spa.

13. **NOTICES**

The Purchaser will be responsible from the date of the Contract for complying with any notice, order, declaration, or report including payment of any new or special levy that may affect the Property.

The purchaser will indemnify and keep indemnified against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceedings howsoever arising, made or incurred on or subsequent to settlement, or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.

14. **FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975.**

The purchaser warrants to the vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the purchaser hereby indemnifies and keeps indemnified the vendor against any loss (including consequential loss) which the vendor suffers as a result of the vendor having relied on this warranty at the time of entering into this contract.

Where the purchaser is not a resident and ordinary domiciled in Australia or a foreign company, the purchaser Shall: - Within 30 days of request of the vendor produce to the vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of

- (i) Written confirmation from an Australian bank showing funds on deposit being available for the settlement of the contract.
- (ii) A letter of approval from an Australian bank in respect of any loan to be taken out by the purchaser for the settlement for the settlement of the contract.
- (iii) Any other approval or confirmation approved by the vendor sufficient to show the ability of the purchaser to pay the residue owing.

Any failure by the purchaser to comply with the provisions of this clause shall be deemed a material breach of this contract and the vendor shall be entitled to rescind this contract.

15. MULTIPLE PURCHASERS

If there is more than one purchase then: -

- a) The Purchasers obligations in this will bind all those persons jointly and severally.
- b) It is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
- c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- d) The purchasers fully indemnify the vendor, the vendor's agent and representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable because of the proportions in the transfer differing from those in the contract.
- e) This special condition will not merge on completion.

16. EARLY POSSESSION

If the Vendor allows the Purchaser to take possession of the subject property prior to the settlement, then the Purchaser shall execute a license agreement as prepared by the Vendor's representative and shall prior to taking possession pay the costs associated with the said preparation.

17. PLAN OF SUBDIVISION (if applicable)

The Purchaser acknowledges that as at the Day of Sale the plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).

- a) The vendor shall at his/her own cost and expense procure registration of the Plan of Subdivision.
- b) If the Plan is not registered within (18) months after the Day of Sale, either the Purchaser or the Vendor may after the expiration of that (18) months but before the Plan of Subdivision is so registered rescind this Contract of Sale by notice in writing to the other party and the Deposit Money shall then be repaid to the Purchaser in full.
- c) The Vendor reserves the right to make alternation to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sal of Land) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupation and otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the property as inspected by the Purchaser.
- d) Plans of Works intended to affect the natural surface levels of the land comprised in the Plan and the abutting land are annexed to the Section 32 Statement (if applicable). The Vendor reserves the right to alter the natural surface levels of the property any time after the Day of Sale. The Vendor Shall notify the Purchaser as soon as practicable of any changes to the works already disclosed in the Vendor's Section 32 Statement (if applicable).

- e) Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge or cause permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the property and the purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
- f) Notwithstanding any other terms of this Contract, the Purchaser shall not be entitled to make any object or requisition or claim any compensation or to rescind or determine this Contract on the grounds that the Plan of Subdivision as approved does not accord with the proposed Plan of Subdivision unless the amendments materially and detrimentally affect the land in which case the Purchaser may rescind the contract within fourteen (14) days after being advised by the Vendor of the amendment but only if the amendment is material and detrimental and without any compensation whatsoever from the Vendor.

18. OWNER BUILDER (if applicable)

The Purchaser acknowledges that prior to signing the contract, the purchaser has received a copy of the inspection report as prescribed in Section 137B of the Building Act 1993, and a copy of a certificate evidencing the existence of the required insurance.

The Vendor's warrants that they have affected a Policy Insurance which indemnifies the purchaser (and any subject purchasers) against all losses and damage during the period of insurance which result from:

- a) Any breach of the Statutory Warranties under Section 137C of the Act; and
- b) Alternative accommodation, removal and/or storage costs reasonably and necessarily incurred because of any event under (a) above.

The Vendor warrants that 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.

The Vendor warrants that 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.

The Vendor warrants that domestic building work has been carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Act and the regulations.

19. SETTLEMENT

- a) Settlement shall take place no later than 3.00 pm on the settlement date failing which settlement shall be deemed to take place on the next business day.
- b) Settlement shall take place at the offices of the vendor's solicitors or at such other place as the vendor directs.
- c) The purchaser acknowledges that they are purchasing the property because of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:
- d) In its present condition and state of repair.
- e) Subject to all defects latent and patent.
- f) Subject to any infestations and dilapidation.
- g) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- h) 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.

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.

20. **SUBJECT TO FINANCE**

If the contract of sale is subject to finance and the Purchaser's finance has not been approved by the due date, the Purchaser must:

- (a) Provide a decline letter as per G.C 20 from the lender (not the mortgage broker) stipulated in the Contract of Sale to confirm that the finance has been declined, ~~until~~ then G.C 20.2 (d) doesn't apply.
- (b) When purchase applies for Sub to finance and deposit extension, 2 business days (Grace period) doesn't apply.

Should the declined letter and sufficient information not be provided in writing to our office, the Vendor will not instruct the selling agent or stakeholder to refund any deposit monies to the Purchaser until this is satisfied by the Vendor.

21. **APPORTIONMENT OF PURCHASE PRICE-off the plan (if applicable)**

The Vendor and Purchaser acknowledge and agree that at the date of this contract the value of the property is as follows: -

(a)	Value of Land	\$.....
(b)	Value of Works completed as at the date of contract	\$.....
(c)	Value of Works still to be undertaken by the Vendor	\$.....
	TOTAL	\$.....

It is hereby agreed between the parties hereto that if the dutiable amount as shown in Special Condition 20 herein is different from the dutiable amount as shown of the land and Building Packages Statutory Declaration it is acknowledged that the stamp duty payable by the Purchaser shall be the amount of duty as stated on the Vendor's Land and Building Packages Statutory Declaration and that the Declaration shall take precedence to this Condition.

The Purchaser acknowledges that it does not rely on any representation or warranty of any kind made by or on behalf of the Vendor in relation to the amount of stamp duty the Purchaser may be required to pay in relation to the property.

22. **ADJUSTMENTS**

The statement of Adjustment must be accompanied by copies of the following certificates.

- a) Council
- b) Water bill,
- c) Owners' corporation (if applicable)
- d) The vendor may request up to six (6) bank cheques at settlement.
- e) If settlement is rescheduled due to the purchaser, the purchaser shall pay the vendor's Solicitors/ Conveyancer an amount of \$330 incl GST representing the vendor's additional legal cost and disbursements. The Purchaser also agrees to pay \$250.00 for every subsequent charge to the settlement date.
- f) Land Tax will not be adjusted on settlement for all contracts signed after 01st Jan 2024.

23. **TIME FOR REGISTRATION (if applicable)**

If the plan has not been registered within 18 or 24 months after the date hereof either party may at any time thereafter, but prior to the plan being registered, rescind this agreement by notice in writing.

ADDITIONAL SPECIAL CONDITIONS

24. Works affecting natural surface level (For new subdivisions)

- a) Details of all works affecting the natural surface level of the land and any adjoining land that have been carried out by the builder to level the land for the purposes of carrying out construction of a dwelling on the land.
- b) The Purchaser will not make any objection, requisition or claim, delay Settlement of or rescind or terminate this contract in respect of any works affecting the natural surface level of the Land or any land abutting the property which is in the same Plan as the Property disclosed to the Purchaser in accordance with section 9AB of the Act.

25. Caveat (For new subdivisions)

- a) The Purchaser will not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site or the Land until registration of the Plan by the Registrar.
- b) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other damages or charges that the Vendor may suffer or incur, including under any agreement relating to the financing of the development of the Site.

26. BUILDING/CONSTRUCTION (For new subdivisions)

- 26.1 The Purchaser acknowledges that although part of the Price includes an amount in respect of the construction of a dwelling on the Land the Vendor will not be carrying out, managing or arranging the carrying out of any construction work pursuant to this Contract but the Vendor does make to the Purchaser the representations concerning, amongst other things, the construction of the dwelling on the Land.
- 26.2 the Vendor represents to the Purchaser that:
 - (a) the registered building practitioner is a builder having at least one of its Directors registered as a builder under the Building Act.
 - (b) the Builder is covered by insurance required of builders carrying out domestic building work by a ministerial order under the Building Act.
 - (c) there exists a Major Domestic Building Work Contract between the Vendor and the Builder in respect to the construction of the dwelling in accordance with the plans and specifications as annexed hereto.
 - (d) on completing the purchase of the property and the chattels under this Contract, the Purchaser shall have, as the Vendor's successor in Title, the benefit of the warranties about the work by the Builder concerning the construction of the dwelling specified in Section 8 of the Domestic Building contracts and Tribunal Act.
- 26.3 the Vendor may make minor variations to the Works (including the substitution of fittings by other fittings of the same nature and similar, quality) but shall not make any major variations to the Works without the consent of the Purchaser which consent shall not be unreasonably withheld.
- 26.4 If applicable or required, the Vendor shall on or before the Settlement Date procure the issuing of a guarantee in respect of the Works in accordance with the requirements of the Domestic Building Contracts and Tribunal Act 1995 and the Building Act, 1993.
- 26.5 The Purchaser hereby acknowledges that:—
 - (a) some features delineated in the plans for each Lot may not be capable of being constructed on the land and that the Vendor shall be entitled to make minor variations to those plans and/or standard specifications nor variation does not materially affect the Purchaser and is not greater than a five (5) per cent variation;
 - (b) the Vendor shall be deemed to have satisfied this Special Condition upon producing to the Purchaser or the Purchaser's Solicitor/Conveyancer an Occupancy Permit in respect of the dwelling;

- (c) in the event that at the Settlement Date any dispute arises as to the quality or standard of the finish of any of the Works at the property hereby sold, then the Purchaser shall not, be entitled to delay or postpone settlement as a consequence thereof or to request or demand the holding back or retention of any part of the Residue of the Price as security for the satisfactory completion of the Works and shall proceed to and with settlement as required by this Contract.
- (d) if the Occupancy Permit (or its equivalent) is not issued within twenty four (24) months after the date of this contract, the Purchaser may, at any time after the expiration of that period but before the Certificate is issued, by written notice to the Vendor, rescind this Contract.

27. ELECTRICITY CONNECTION FEE

The Purchaser shall reimburse the Vendor \$880.00 for the electricity connection fee at settlement for new units only.

28. Development Land Landscaping (For new subdivisions)

- a) The Purchaser acknowledges that the Vendor, as part of the Development, may provide, or may be required to provide, landscaping on areas within the Development Land.
- b) the Purchaser agrees and acknowledges that:
 - any information provided by the Vendor in respect of such landscaping is indicative only, and believed to be correct at the Day of Sale.
 - the Purchaser is not relying upon such information in entering into this Contract.
 - no warranty or representation has been given or is to be construed as a result of the provision of such information by the Vendor.
 - the Vendor retains the right to change such landscaping at its absolute discretion, including the right to not provide such landscaping at all; and
- c) any potential changes made by the Vendor to such landscaping may have the effect of altering the visual amenity from the Property. The Purchaser shall not make any requisition or objection nor claim any compensation nor seek to avoid or delay settlement as a direct or indirect consequence of anything contained in this Special Condition.

29. Adjustment

The purchaser acknowledges and agrees that: -

- a) the purchaser legal practitioner will prepare the statement of adjustments and provide this to the vendor legal practitioner at least three (3) days prior to the settlement date;
- b) At Settlement, the purchaser will reimburse the Price to include any cost to the Vendor for connection of the Services to the Property in accordance with this Special Condition.

30. Purchaser's Obligation to settle. (For new subdivisions)

1. It is an essential term of this Contract that, provided a certificate of occupancy or certificate of final inspection has issued in relation to the Property, if before Settlement any dispute arises or has arises relation to:
 - (a) the Building Works.
 - (b) the quality or standard of the Specifications; or
 - (c) any matter referred to in these Special Conditions; the Purchaser must not make any objection, requisition or claim, delay or postpone Settlement.
2. The Purchaser must proceed with Settlement in accordance with this Contract notwithstanding any dispute of a general nature contemplated by this Special Condition.

31. Vendor's right to terminate.

If at any time before or at settlement any one of the following events have occurred (irrespective of whether any such event pertains to only one of the several persons or companies purchasing jointly), then the Vendor shall be at liberty in the Vendor's sole discretion to terminate this Contract by written notice to the Purchaser whereupon all money paid by the Purchaser to the stakeholder shall be refunded to the Purchaser without deduction: -

31.1 The Purchaser, being a natural person: -

- 32.1.1 dies.
- 32.1.2 becomes bankrupt.

- 32.1.3 is sentenced to imprisonment for a term exceeding one month; or
- 32.1.4 is unable to manage his own affairs because of unsoundness of mind.

31.2 The Purchaser, being a company: -

- 32.1.5 is ordered to be wound up or is placed in provisional liquidation or is placed in receivership.
- 32.1.6 enters a scheme of arrangement for the benefit of its creditors.
- 32.1.7 resolves to go into liquidation or receivership.
- 32.1.8 is put into the control of a liquidator, receiver, or official manager; or
- 32.1.9 any or all the directors and principal shareholders of the Purchaser fail or refuse to execute the form of the annexed Guarantee.

32. Special Condition -Solar Panels

The Vendor makes no representations or warranties with respect to any solar panels installed at the Property in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

33. Special Condition – Auction

If the property is offered for sale by public auction, it is subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

34. VARIATIONS BY PURCHASER (For new subdivisions)

- a) The vendor may at its sole discretion agree to changes proposed by the purchaser to the initial plans and specifications for the works and in such instance the vendor shall deliver a quotation for the changes to the purchaser as soon as practicable. The purchaser shall agree to such costs within seven days of the quotation for the amendments being submitted and upon acceptance the vendor shall prepare and provide new plans and specifications at the cost of the purchaser. The purchaser shall agree to the amended plans and specifications by signing the same and they will then form part of this contract. Should the purchaser not accept the plans then the purchaser's rights to such amendment shall lapse and the original contract shall remain as if this condition did not apply but the purchaser shall still be responsible for the vendor's costs of preparing the new plans and specifications.
- b) The non-acceptance of the purchaser of the plans in any instance shall not preclude the purchaser from seeking Further amendments under this special condition under the same terms.
- c) Upon acceptance of the plans and specifications then the amended plans shall form part of the contract and both parties and the works shall be governed by the terms of this contract as if the amended plans and specifications were originally prescribed.
- d) The Purchaser agrees that there will be no reduction in the purchase price of the land notwithstanding any reduction in the cost of construction due to the variations agreed between the parties.
- e) The purchaser agrees that the vendor is restricted from obtaining further quotations for variations pursuant to its building contract with the builder and consequently the builder does not provide any warranty that the costs of any variation will be fair reasonable or competitive.
- f) If requested by the vendor the purchaser shall pay to the vendor the vendor's costs pursuant to this condition within 7 days of an invoice being submitted to the purchaser and in default of such payment the purchaser shall be in default under this contract.

35. Owners' corporation Certificates to be provided

If the contract has Owners corporation certificate/statement/Invoice/Levy provided by vendor, the purchaser must acknowledge this and is not agreeable to rescind, object to your request, make a claim or terminate the contract based on this condition. The purchaser is responsible for applying for owners Corporation certificate and provide with statement of adjustments S.C 24.

GUARANTEE AND INDEMNITY

TO: ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth in the Schedule hereto ("the guarantor"), having agreed to sell the property and the chattels (if any) to the purchaser, for the price and other terms as contained in the contract.

HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) **THAT** in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay same to the vendor.
 - (b) **THAT** in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
 - (c) **THE** guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained.
 - (d) **THAT** no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.
2. As a separate and coverable covenant, the guarantor hereby agrees to indemnify the vendor not only by reason of the non-payment by the purchaser of all monies payable or that may become payable under the said contract but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the said contract.

VENDOR:

PURCHASER:

GUARANTOR:

DATED

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

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

Vendor Statement

Property address: UNIT 2/10 BORROWDALE ROAD, Harkness, Victoria 3337

Vendor: AFNAN RAHMAN and UMAR ABDULLAH IBN MUHAMMAD

Purchaser:

NR Conveyancing

PO Box 102, Holmesglen VIC 3148

PO Box 102, Holmesglen VIC 3148

Phone: 0411098418

Fax: 039806 3200

Email: nrconveyancing@gmail.com

Ref: JM:Atul Rahman-470

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

The parties may sign by electronic signature. State nature of authority for each party if applicable, for example, 'director', 'attorney under power of attorney'.

Land

UNIT 2/10 BORROWDALE ROAD, Harkness 3337

SIGNED BY THE VENDOR

Vendor's name

AFNAN RAHMAN

Date

/ /

**Vendor's
signature**

SIGNED BY THE VENDOR

Vendor's name

UMAR ABDULLAH IBN MUHAMMAD

Date

/ /

**Vendor's
signature**

SIGNED BY THE PURCHASER

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

SIGNED BY THE PURCHASER

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

--

FINANCIAL MATTERS

- (a) **Particulars of any rates, taxes, charges or other similar outgoings, and any interest on them.**

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

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

	To	
--	----	--

Other particulars, including dates and times of payments:

- (c) **Terms contract**

This section 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.

- (d) **Sale subject to mortgage**

This section 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.

INSURANCE

- (a) **Damage and destruction**

This section 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.

- (b) **Owner builder**

This section 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.

LAND USE

- (a) **Easements, covenants or other similar restrictions**

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

Not Applicable.

(b) **Road access**

There is NO access to the property by road.

☐

(c) **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the Building Act 1993.

☐

(d) **Planning Scheme**

Attached is a certificate with the required specified information.

NOTICES

(a) **Notices, orders, declarations, reports or recommendations**

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

Not Applicable.

(b) **Agricultural chemicals**

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Not Applicable.

(c) **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:

Not Applicable.

BUILDING PERMITS

Required only where there is a residence on the land.

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years:

Not Applicable.

OWNERS CORPORATION

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

(a) The owners corporation is an inactive owners corporation.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not Applicable.

SERVICES

The following services are NOT connected to the land:

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

TITLE

Attached are copies of the following documents:

(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.

SUBDIVISION

(a) **Unregistered subdivision**

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

Not Applicable.

(b) **Staged subdivision**

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

Not Applicable.

(c) **Further plan of subdivision**

This section 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.

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 affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth):

Not Applicable.

DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Due Diligence Checklist attached

ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section.

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

--

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page](#) on the [Environment Protection Authority website](#) and the [Odour page](#) on the [Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal](#) on the [Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page](#) on the [Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For more information, visit the [Choosing a retailer page on the Your Choice website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

Buyers' rights

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.

For more information, view our [Buying property section.](#)

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website.](#)

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

Page 1 of 2

VOLUME 12217 FOLIO 193

Security no : 124134092024D
Produced 26/04/2026 12:16 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 832343D.
PARENT TITLE Volume 11074 Folio 586
Created by instrument PS832343D 28/05/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
AFNAN RAHMAN of UNIT 2 10 BORROWDALE ROAD HARKNESS VIC 3337
UMAR ABDULLAH IBN MUHAMMAD A I FARUQ of UNIT 2 10 BORROWDALE STREET HARKNESS
VIC 3337
AT458895J 24/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AF965277F 12/07/2008

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 PS832343D 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: UNIT 2 10 BORROWDALE ROAD HARKNESS VIC 3337

ADMINISTRATIVE NOTICES

NIL

eCT Control 21116K RUMANA PTY LTD
Effective from 24/07/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS832343D

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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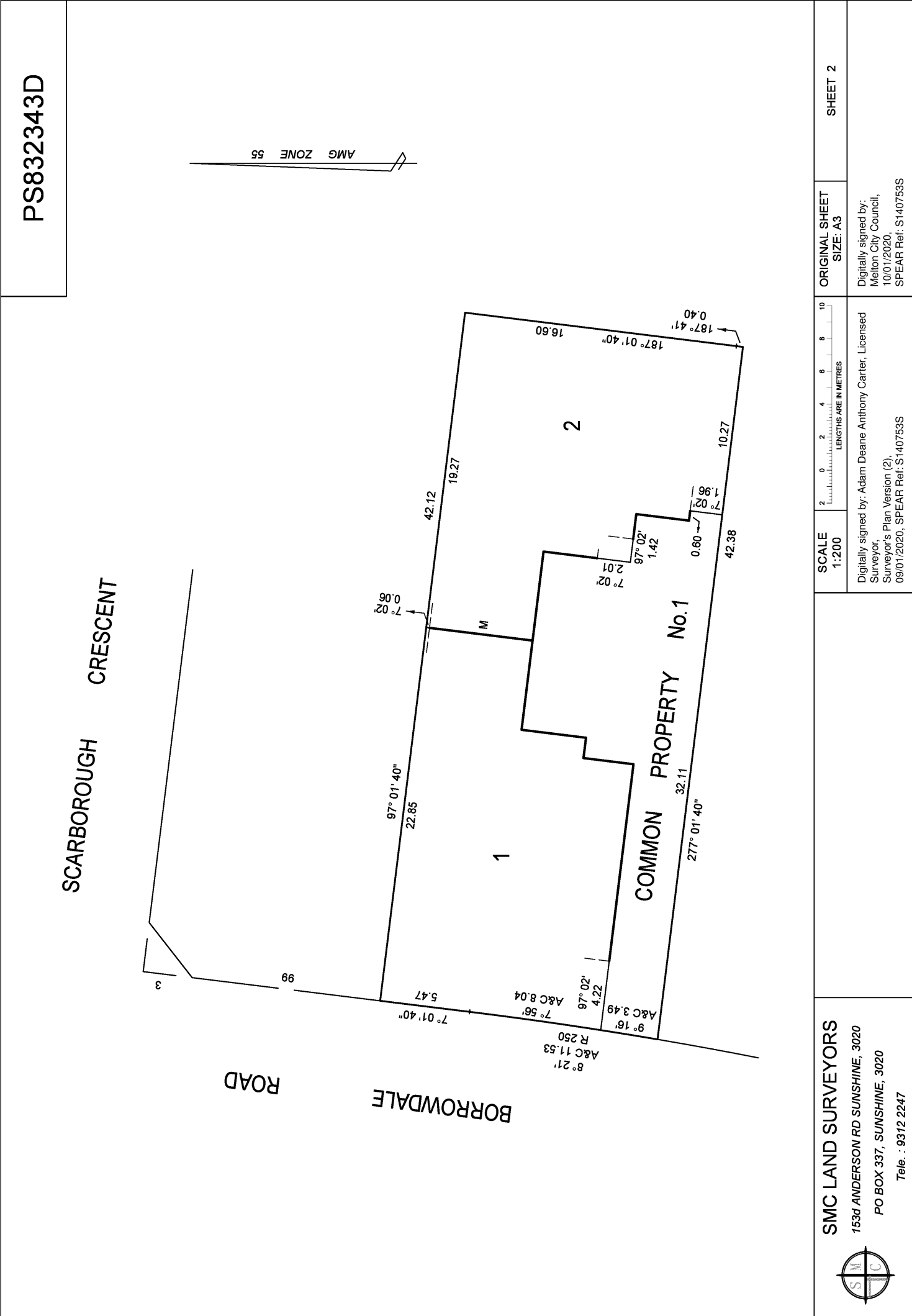
Document Type	Plan
Document Identification	PS832343D
Number of Pages (excluding this cover sheet)	2
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PLAN OF SUBDIVISION			EDITION 1	PS832343D	
LOCATION OF LAND PARISH: DJERRIWARRH TOWNSHIP: - SECTION: - CROWN ALLOTMENT: C (PT) CROWN PORTION: - TITLE REFERENCE: VOL 11074 FOL 586 LAST PLAN REFERENCE: LOT 8 PS533683U POSTAL ADDRESS: 10 BORROWDALE ROAD, HARKNESS, 3337. (at time of subdivision) MGA94 CO-ORDINATES: E: 284 655 ZONE: 55 (of approx centre of land in plan) N: 5 828 045			Council Name: Melton City Council Council Reference Number: Sub 5372 Planning Permit Reference: PA2019/6588 SPEAR Reference Number: S140753S Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Geraldine Addicott for Melton City Council on 10/01/2020 Statement of Compliance issued: 02/03/2020		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN AS A THICK, CONTINUOUS LINE. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS. MEDIAN : BOUNDARIES DENOTED 'M'. EXTERIOR FACE : ALL OTHER BOUNDARIES. OWNERS CORPORATION: LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.		
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION : DOES NOT APPLY					
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. THIS IS A SPEAR PLAN.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
 SMC LAND SURVEYORS 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247			SURVEYORS FILE REF: 19747 VERSION: 2 Digitally signed by: Adam Deane Anthony Carter, Licensed Surveyor, Surveyor's Plan Version (2), 09/01/2020, SPEAR Ref: S140753S		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS PLAN REGISTERED TIME: 02:21pm DATE: 28/05/2020 H.L. Assistant Registrar of Titles



Imaged Document Cover Sheet

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TRANSFER OF LAND

Section 45 Transfer of Land Act

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:



Pi The coll and mai regi Vict	AF965277F
12/07/2008	\$325 45

MADE AVAILABLE / CHANGE CONTROL

Office Use Only

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

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

Land: (volume and folio reference)

Certificate of Title Volume 11074 Folio 586

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

all my estate and interest in fee simple

Consideration:

Eighty Five Thousand Five Hundred Dollars (\$85,500.00)

Transferor: (full name)

DREYER PTY. LTD. (A.C.N. 098 888 398)

Transferee: (full name and address including postcode)

CHERYL MAREE MANN of 6A Leicester Avenue, Mt. Eliza 3930

Directing Party: (full name)

Creation and/or Reservation and/or Covenant :

The Transferee HEREBY for himself, herself or themselves his, her or their executors administration and transferees the registered proprietor or proprietors for the time being of the land hereby transferred COVENANTS with the Transferor and other registered proprietor or proprietors for the time being of each and every lot comprised in Plan of Subdivision Number PS533683U and every part or parts thereof (other than the lot hereby transferred) that:-

- The Transferee shall not erect or cause to be erected a dwelling with not less than seventy five per cent (75%) of the external walls of such dwelling house (excluding windows) shall be constructed of brick, brick veneer.
- Not to erect on the land any prefabricated house or allow a partly constructed house to be moved onto the land.
- Any such dwelling house shall have an internal area of not less than 110 square metres within the internal of

Continued on T2 Page 2

Approval No: 829058A

ORDER TO REGISTER
Please register and issue title to

T2



Signed

Cust. Code:

Law Perfect Pty Ltd

STAMP DUTY-USE ONLY	
This stamp is SRO Property.	ADN 12 034 044 937 Victorian Duty \$..... 1,852.80 Consideration / Advance \$..... 85,500.00 Victorian Assets %..... Section.....
NOT TO BE COPIED	Original / Counterpart / Collateral / Upstamp Transaction No: 7931/2008 Endorsing Date: 8/7/08 Signature: M.A. P676378 N: 3

THE BACK OF THIS FORM MUST NOT BE USED

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

the interior face of external walls (excluding any garages, carports and/or verandahs or other outbuildings) except in the case of lots that are under 600 square metres whereby the internal area shall not be less than 90 square metres.

(d) All outbuildings shall have external walls of brick, brick veneer or colourbond.

(e) The roofs of such buildings (other than garden sheds) shall:-

(i) be constructed of non reflective materials; and

(ii) have a pitch of not less than 22 degrees.

(f) The boundary fences between the adjoining allotments shall be constructed of colourbond with capping to enhance their appearance.

(g) The will not cause or cause to be erected any front fence prior to 1.1.2009.

And it is intended that this covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect of the lot hereby transferred and FURTHER that this covenant shall forever run at law.

Dated: **30 JUN 2008**

Execution and attestation

THE COMMON SEAL of DREYER PTY. LTD.)
was affixed in the presence of authorised persons:)

Director Secretary

Full name GARRY CHRISTIE Full name

Usual address 119 BOLOGNE AVE Usual address

TRIVERMAY PARK
VIC 3350

Signed by CHERYL MAREE MANN in the presence of:

[Signature]

L. Mann



[Signature]
AMERON LEWIS

RMB 951 Durham Lead 3352

AF965277F



Approval No:

T2 Page 2



* Law Perfect Pty Ltd

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS832343D

The land in PS832343D is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

10 BORROWDALE ROAD HARKNESS VIC 3337

OC048155A 28/05/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC048155A 28/05/2020

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Total	200.00	200.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Transport and Planning

Owners Corporation Search Report

Produced: 26/04/2026 12:16:16 PM

OWNERS CORPORATION 1
PLAN NO. PS832343D

Statement End.

Rates, charges and valuation notice 2023/2024

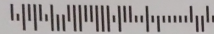
For the period 1 July 2023 to 30 June 2024

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

A.B.N 22 862 073 889



Date of Issue: 7/08/2023



Mr U M Faruq & Ms A Rahman
Unit 2 10 Borrowdale Road
HARKNESS VIC 3337



024
1028632
R4_1343

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

Arrears Amount

Pay this amount

\$323.40

Assessment Number

606707

Due

Not later than

30/09/2023

Property Location 2/10 Borrowdale Road HARKNESS VIC 3337

Description LOT: 2 PS: 832343D V/F: 12217/193

Ward
COBURN

Capital Improved Value	Site Value	Net Annual Value
\$310,000	\$190,000	\$15,500

PRESCRIBED DATE OF VALUATION: 01/01/2023

EFFECTIVE DATE OF VALUATION: 01/07/2023

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

General Rate	\$0.00217890	x \$310,000	\$675.46
Municipal Charge	\$160.00	x 1	\$160.00
Waste Service A-240L yellow, 120L red, 240L green	\$319.00	x 1	\$319.00

Fire Services Property Levy	\$125.00	x 1	\$125.00
Residential FSPL Fixed Charge	\$0.00004600	x \$310,000	\$14.26
Residential FSPL Variable Charge			

\$1,293.72

Total Rates & Charges

1st Instalment 30/09/2023
\$323.40

2nd Instalment 30/11/2023
\$323.44

3rd Instalment 28/02/2024
\$323.44

4th Instalment 31/05/2024
\$323.44

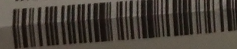
Total Balance

\$1,293.72

The Fire Services Property Levy sum of \$139.26 is collected for the State Government.
AVPCC 120 Single Strata Unit/Villa Unit/Townhouse

Households have access to use any two of the following waste disposal options each year.
(Expiry 30/06/24) *Visit website for more information and conditions

Melton Recycling Facility



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



At Home Hard Waste Collection
(Must Book before 16/6/2024)



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



Payment
Reference No.
001006067076



Biller Code: 1123

melton.vic.gov.au



1300 067 479



*330 001006067076

Amount Payable

\$323.40

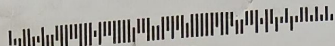
ASSESSMENT NUMBER 606707
RATE PAYER Mr U M Faruq & Ms A Rahman
PROPERTY LOCATION 2/10 Borrowdale Road HARKNESS VIC 3337

GO GREEN. GO ELECTRONIC.
Receive your rates notices via email

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

9FBD3971CZ





738112-002 000573 (2827) 0024
U Faruq & A Rahman
Unit 2 10 Borrowdale Rd
HARKNESS VIC 3337

Having trouble
paying your bill?
Call us on 13 44 99 or visit
gww.com.au/accounts-billing

Account number

95767 01000

Tax Invoice 957129017131

Date of issue 26 Feb 2026

Service address

U 2/10 Borrowdale Road,
Harkness
VIC, 3337

Amount to pay

\$1,478.79

Previous bill	\$1,245.17
Payments received	\$0.00
Balance	\$1,245.17
Current charges	\$233.62
Total charges	\$1,478.79

A government concession has been applied to your account

Please see page 2 for detailed information

Pay by

24 Mar 2026

Having trouble
paying your bill?

Call us on 13 44 99 or visit
gww.com.au/accounts-billing

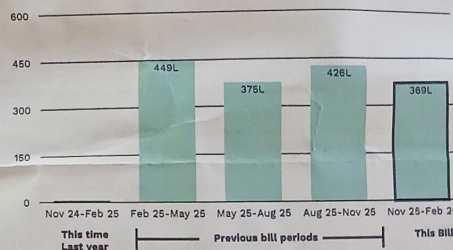
Drinking Water

Average daily use
369L

Average daily spend
\$0.97

Average total water usage
(litres per day)

Your household water usage



Payment options

Greater Western Water ABN 70 066 902 467



Direct debit
Set up direct debit
at gww.com.au or
call 13 44 99



BPAY
Biller code: **8789**
Ref: **95767010006**
Go to bpay.com.au
© Registered to BPAY
Pty Ltd
ABN 69 079 137 518



Credit card
Pay by credit card
at gww.com.au or
call 13 44 99



Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0957 6701 0001**

Pay at any post office,
by phone 13 18 16, at
postbillpay.com.au, or
via AusPost app

Centrepay

Make regular deductions
from your Centrelink
payments.
Call 13 44 99 or visit
centrelink.gov.au
Greater Western Water
reference: 555-054-071-L
Your account number:
95767 01000



Usage and charges

Outstanding balance **\$1,245.17**

Your water usage ¹

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
10W/00098	95	2,105	2,140	35		
Meter Read date: 23/02/2026						
Usage Step 1				21/1/2025 - 23/02/2026	35.000	\$2,645.3
Total usage						\$92.58

Your network charges ²

Water	Size	Charge period	Amount
Sewer		01/01/2026 - 31/03/2026	\$55.28
Total network charges		01/01/2026 - 31/03/2026	\$129.65

Other charges and adjustments

Charge period	Net annual value (NAV)	Rate in Minimum NAV \$	Charge (\$)
Waterways & Drainage ³	01/01/2026 - 31/03/2026	\$5,992.00	\$30.82
For Melbourne Water			
Parks ⁴	01/01/2026 - 31/03/2026	\$5,992.00	\$22.14
For the Dept. of Environment and Climate Action			
Pension and Concession Rebate			-\$96.85

Total other charges and adjustments

-\$43.89

Your total charges

\$233.62

Your charges explained

1. 1 Kilo litre (kL) = 1000 Litre (L)

Water usage is calculated in steps.

Step 1: 0 to 440 litres per day
Step 2: Over 440 litres per day

2. Water and sewerage network

charges help us maintain and upgrade thousands of kilometres of water and sewer pipes

3. The waterways and drainage charge

helps Melbourne Water keep our waterways healthy and protected

4. The parks charge

supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos
For more information visit gwm.com.au/charges

We're here to help

13 44 99

Enquiries and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

From 1 July 2025, our prices changed as part of our annual update. This was approved by the Essential Services Commission, the independent economic regulator for Victoria's water industry. To learn more about our process and what your bill pays for, visit gwm.com.au/pricesandcharges. We've updated our customer charges to reflect the temporary changes to our billing cycle, which were approved by the Essential Services Commission. Read our updated customer charters at gwm.com.au/policies-charters.

Questions about your bill?

If you've got questions about billing or need help understanding your bill, we're here to help, visit gwm.com.au/billingupdates or call **13 44 99**.

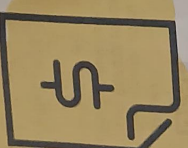
Privacy statement

GWM Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gwm.com.au/privacy.

Supporting customers affected by billing issues

We've finalised an enforceable undertaking with the Essential Services Commission. This is our commitment to take responsibility, fix issues and do better for our customers.

Visit our website to check if you're eligible for a credit or waiver gwm.com.au/eu-billing



My GWM is your online account for easy payments and self service. Log in at gwm.com.au/mygwm

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 26 April 2026 12:12 PM

PROPERTY DETAILS

Address: **2/10 BORROWDALE ROAD HARKNESS 3337**
Lot and Plan Number: **Lot 2 PS832343**
Standard Parcel Identifier (SPI): **2\PS832343**
Local Government Area (Council): **MELTON**
Council Property Number: **606707**
Planning Scheme: **Melton**
Directory Reference: **Melway 336 F5**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

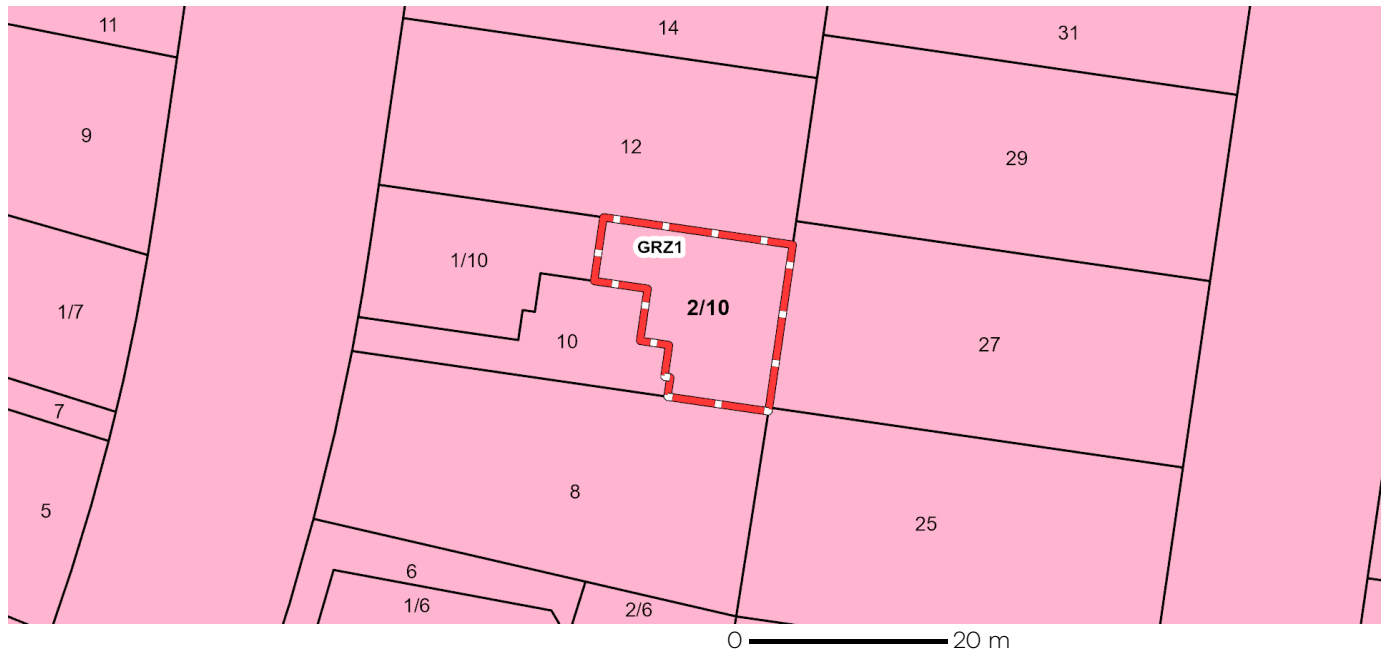
Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **MELTON**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.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: 2/10 BORROWDALE ROAD HARKNESS 3337

Page 1 of 3

Further Planning Information

Planning scheme data last updated on 24 April 2026.

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.vic.gov.au/vicplan/>

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

Created at 26 April 2026 12:11 PM

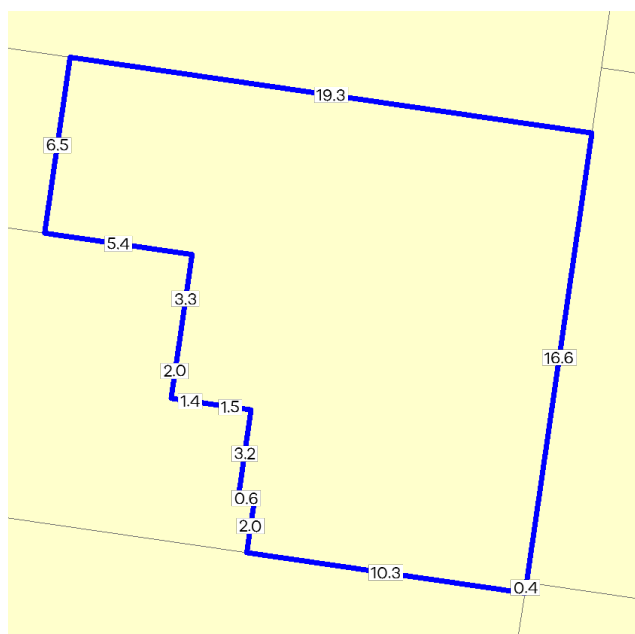
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 Council Property Number: **606707**
 Directory Reference: **Melway 336 F5**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 254 sq. m

Perimeter: 73 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **MELTON**

PLANNING INFORMATION

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

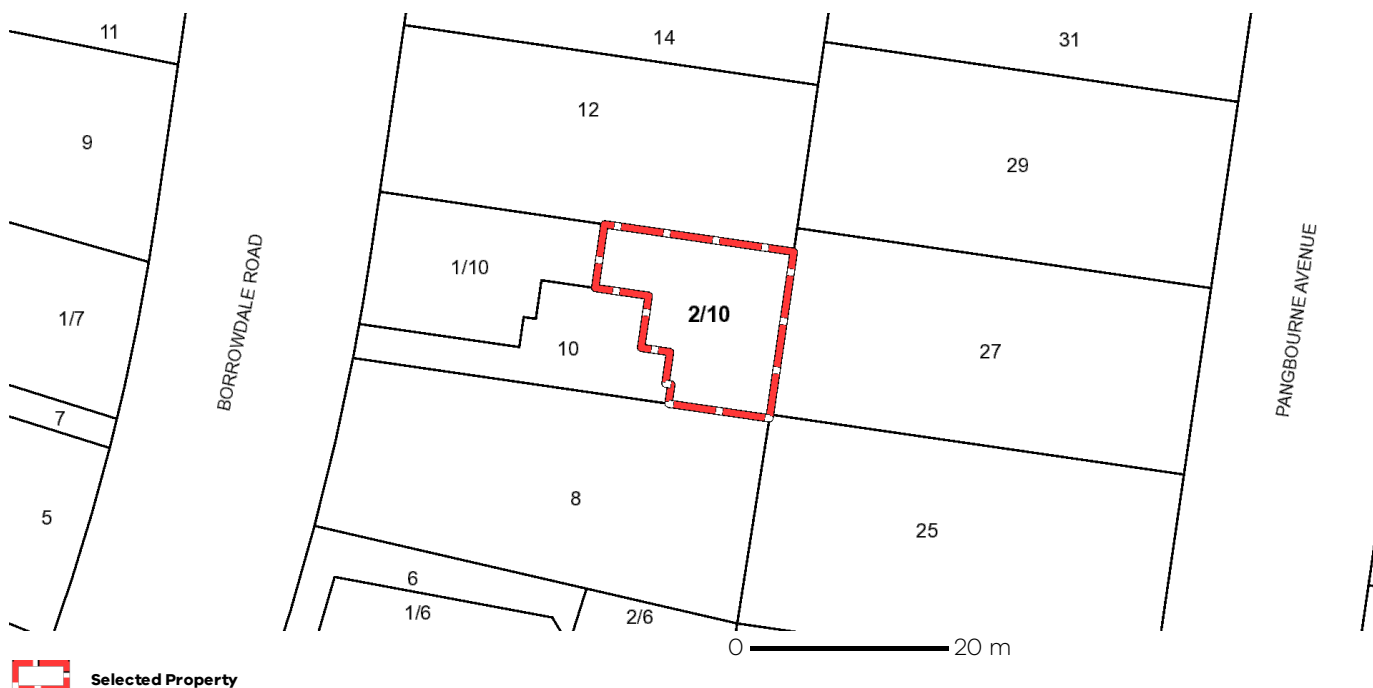
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



DATED

2026

AFNAN RAHMAN AND UMAR ABDULLAH IBN MUHAMMAD

to

CONTRACT OF SALE OF REAL ESTATE

Property: UNIT 2/10 BORROWDALE ROAD, Harkness, Victoria 3337

NR Conveyancing

PO Box 102
Holmesglen VIC 3148
Tel: 0411 098 418
Fax: 039806 3200

Ref:JM:Atul Rahman-470