



**STRATEGIC ENTERTAINMENT INVESTMENTS PTY LTD
(ACN: 636 040 983)**

CONTRACT OF SALE OF REAL ESTATE

Property: 200 Mitcham Road, Mitcham 3132

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Ref: NT:MJ:2311705

WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR:

..... on/...../2024

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

**STRATEGIC ENTERTAINMENT INVESTMENTS PTY LTD
ACN 636 040 983**

State nature of authority, if applicable:

Director - Giuseppe Cossari

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

Table of contents

Particulars of Sale Special Conditions General Conditions

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Email

Tel:

Mob:

Fax:

Ref:

Vendor

STRATEGIC ENTERTAINMENT INVESTMENTS PTY LTD ACN 636 040 983
ATF PRICE TO EARNINGS TRUST

Vendor's legal practitioner or conveyancer

Nicholas James Lawyers

Suite 1, Level 2, 902 Mt Alexander Road, Essendon VIC 3040

PO Box 200, Essendon VIC 3040

DX: 33602 Essendon

Email: matt@njlawyers.com.au

Tel: 90217400

Mob:

Fax: 90217401

Ref: MJ:2311705

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 08000 Folio 062	4	PS026187

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **200 Mitcham Road, Mitcham 3132**

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

All fittings and fixtures of a permanent nature.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on **day of** **2024**

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

1 Interpretation and Definitions

- 1.1 The following words have these meanings in this Contract unless the contrary intention appears:
- Guarantee** means the guarantee and indemnity annexed to this Contract.
- Vendor's Statement** means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.
- 1.2 In this Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires;
 - (b) an obligation of two or more parties shall bind them jointly and severally;
 - (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
 - (d) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments, re-enactments or replacements of any of them.

2 Auction Rules

- 2.1 The property is offered for sale by public auction. Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.
- 2.2 The Rules for the conduct of the public auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules together with the additional requirements as set out in this special condition. A copy of the Schedule 1 Rules are annexed to this Contract and marked "Annexure A".
- 2.3 Within 15 minutes after the fall of the hammer the successful bidder must:
- (a) sign this Contract;
 - (b) pay the deposit set out in this Contract; and
 - (c) arrange for all persons to sign the Guarantee as required under this Contract.
- 2.4 If the successful bidder fails to comply with special condition 2.3, the Vendor may sell the property, either by auction or private treaty, to any other person. In that event the successful bidder will not have:
- (a) any right of action against the Vendor or the Vendor's agent; or
 - (b) any interest in the property, whether legal or equitable.

3 Acknowledgment

- 3.1 The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:
- (a) a copy of this Contract;
 - (b) a Vendor's Statement (signed by the Vendor); and
 - (c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the *Estate Agent's Act 1980*.

4 Whole Contract

- 4.1 The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:
- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
 - (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;

- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

5 Measurements

- 5.1 The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

6 Planning Restrictions

- 6.1 The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.

7 Condition of Property

- 7.1 The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 7.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 7.1 or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 7.3 The Purchaser acknowledges that the improvements on the property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.
- 7.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 7.5 The Purchaser acknowledges that if there is a swimming pool, spa or body of water on the Property which is or may be required to be fenced or otherwise protected, the Purchaser must at its own cost and expense comply by the Building Act 1993, the Building Regulations 2018 and any other laws or regulations and the Purchaser cannot rescind the contract, make a claim, seek any compensation or delay settlement for non-compliance. The Purchaser indemnifies and keeps indemnified the Vendor in respect of all orders or requirements under the building regulations.
- 7.6 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.

8 Deposit Held Under Sale of Land Act

- 8.1 The deposit must be paid to the Vendor's solicitors or the Vendor's estate agent and will be held by either of them as stakeholder under section 24 of the *Sale of Land Act* 1962.
- 8.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's solicitors.
- 8.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's solicitors as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the *Banking Act* 1959 until it is released pursuant to section 27 of the *Sale of Land Act*. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act* may be appropriated in accordance with that Act.

9 Indemnity

- 9.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under or in connection with this sale and the transfer giving effect to the sale.

10 Default

- 10.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:
- (a) The remedy by the Purchaser of the default.
 - (b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date.
 - (c) Payment of the Vendor's solicitors reasonable legal costs (on a solicitor/client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.
 - (d) Payment of interest under the following special condition.

11 Default Interest

- 11.1 If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

12 Waiver

- 12.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

13 Purchaser to Procure Execution of a Guarantee

- 13.1 If the Purchaser is or includes a company or a corporation (as those words are defined in the *Corporations Act 2001*) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:
- (a) Immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and
 - (b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's solicitors and to be in substantially the same form as the Guarantee and Indemnity annexed to this Contract and marked "Annexure B" but with the necessary changes being made.

14 Substituted Purchaser

- 14.1 The Vendor and the Purchaser hereby agree that upon the Purchaser producing to the Vendor not later than twenty-eight (28) days prior to the Settlement Date of this Contract a nomination form and statutory declaration (in accordance with the requirements of the State Revenue Office) and thereon the Purchaser complying with all the provisions of the Duties Act 2000 in respect of such nomination and also complying with the following provisions, the Vendor will transfer the Property to the Nominee on the date the Vendor would but for this Special Condition transfer the Property to the Purchaser PROVIDED FURTHER upon the Vendor's acceptance of such nomination all monies previously paid by the Purchaser under this Contract shall and are hereby authorised to be credited and paid by the Purchaser or nominated Purchaser and PROVIDED FURTHER:
- (a) That until settlement or the payment in full to the Vendor of all monies due and payable to the Vendor under this Contract, the Purchaser remains personally and absolutely bound by this Contract as if the nomination had not taken place.
 - (b) That to further secure the Purchaser or any other person or persons or corporation associated with the Purchaser of the Nominee's performance of the Contract, the Purchaser must and does hereby guarantee the performance by the Nominee or substitute Purchaser of its obligations.
 - (c) The Nominee shall by the nomination be deemed to have accepted title and shall not be entitled to make requisitions hereunder.
 - (d) The Purchaser under this Contract will always indemnify and keep indemnified the Vendor from and against any claim or claims which hereafter are or may be made against the Vendor arising howsoever under the provisions of this Contract of Sale relating to any such nomination and to:
 - (i) fully and truthfully disclose the circumstances of such nomination to the State Revenue Office; and
 - (ii) pay any additional legal costs incurred by the Vendor arising out of the arrangements above.

The Purchaser acknowledges that the Vendor makes and has made no representations, claims or promises in respect of the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is only responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination.

15 Foreign Acquisitions and Takeovers Act 1975

- 15.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions & Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 15.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under special condition 15.1.

16 Chattels

- 16.1 Property in the chattels passes to the Purchaser upon payment of the price.
- 16.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the price on account of the condition of the chattels.

17 No Merger

- 17.1 Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 FIRB

- 18.1 The Purchaser warrants that one of the following apply:
- (a) The Purchaser;
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the property to the Foreign Investment Review Board (FIRB) or any other relevant authority; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
 - (b) The purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the property by the purchaser on the terms and conditions set out in this Contract.
- 18.2 If the warranty in Special Condition 18.1 is untrue in any respect the purchaser must indemnify the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this Contract.
- Special Condition 18 does not merge at settlement.

19 Delivery of Adjustments

- 19.1 The purchaser's legal practitioner or conveyancer is to prepare the Statement of Adjustments and provide it to the vendor's legal practitioner, along with all ancillary searches, not less than seven (7) days before the Settlement Date.
- 19.2 If the vendor's legal practitioner receives the Statement of Adjustment, along with all ancillary searches, within seven (7) days of the Settlement Date the purchaser will be liable to pay a late adjustments fee of \$110.

20 Settlement

- 20.1 Settlement must take place before 5.00pm on the settlement date. If Settlement is brought forward, delayed or extended beyond this date then, in addition to any default interest the vendor is entitled to in accordance with the Contract, the purchaser shall reimburse the vendor for all reasonably foreseeable losses, damages or expenses, including but not limited to:
- (a) Additional legal fees of \$330 for each and every agreed change to settlement; and
 - (b) Further additional legal fees of \$880 should a Notice of Default be served on the purchaser.

21 Amendment of General Conditions 21, 22, 23 and 28

- 21.1 These General Conditions are amended as follows:
- (a) General Condition 21.2 is amended so that the words "14 days" are replaced with the word "7 days".
 - (b) General Condition 22.2 is amended so that the words "14 days" are replaced with the word "7 days".
 - (c) General Condition 23 is amended so that the expression 'periodic outgoings' does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.
 - (d) General Condition 28 is amended so that it does not apply to any amounts to which section 10G or 10H of the Sale of Land Act applies.

22 GST withholding - Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input type="checkbox"/> No withholding payment for residential premises because	<input checked="" type="checkbox"/> No withholding payment for potential residential land because
<input type="checkbox"/> the premises are not new	<input checked="" type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the buyer is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

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

22.1 Vendor's notice

If the table 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 table; otherwise the vendor shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

22.2 Amount to be withheld by the Purchaser

Where the margin scheme applies 7% of the purchase price; otherwise 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

22.3 Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

22.4 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.

22.5 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.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
 However, unless otherwise agreed:
 - (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the

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

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

25. GST WITHHOLDING

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information

must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

Annexure A**AUCTION RULES**

Sale of Land Regulations 2005**SCHEDULE 1****RULES FOR THE CONDUCT OF
PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the action.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Annexure B

GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will 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 guaranteed moneys or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.
11. When this Guarantee is executed or intended to be executed by two or more persons:
 - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
 - (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
 - (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
 - (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

SCHEDULE

GUARANTOR:

Name:

Address:

GUARANTOR:

Name:

Address:

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]

.....
 [Signature] Witness

.....
 [Please Print] (Name of Witness)

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]

.....
 [Signature] Witness

.....
 [Please Print] (Name of Witness)

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]

.....
 [Signature] Witness

.....
 [Please Print] (Name of Witness)



STRATEGIC ENTERTAINMENT INVESTMENTS PTY LTD
ACN: 636 040 983

VENDOR'S STATEMENT

Property: 200 Mitcham Road, Mitcham 3132

Nicholas James Lawyers
Suite 1, Level 2 902 Mt Alexander Rd
Essendon 3040
Tel: 90217400
Fax: 90217401
DX 33602 Essendon
Ref: NT: MJ:2311705

Vendor Statement

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

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

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

Land	200 Mitcham Road, Mitcham 3132	
Vendor's name	Strategic Entertainment Investments Pty Ltd ACN 636 040 983	Date 17/06/2025
Vendor's signature	Joe Cossari Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates.

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

See attached Certificates

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

Page 1 of 2

VOLUME 08000 FOLIO 062

Security no : 124116291750B
Produced 02/07/2024 10:09 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 026187.
PARENT TITLE Volume 08000 Folio 061
Created by instrument 2431179 27/08/1951

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
STRATEGIC ENTERTAINMENT INVESTMENTS PTY LTD of 123-127 MAROONDAH HIGHWAY
RINGWOOD VIC 3134
AV639511G 18/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX285099M 22/09/2023
MELBOURNE FUNDING PTY LTD

MORTGAGE AY121887U 20/06/2024
WESTPAC BANKING CORPORATION

COVENANT 2431179 27/08/1951

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP026187 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY070445K (E)	TRANSFER CONTROL OF ECT	Completed	05/06/2024
AY121576N (E)	NOMINATION OF ECT TO LC	Completed	20/06/2024
AY121886W (E)	DISCHARGE OF MORTGAGE	Registered	20/06/2024
AY121887U (E)	MORTGAGE	Registered	20/06/2024

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

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

Street Address: 200 MITCHAM ROAD MITCHAM VIC 3132

ADMINISTRATIVE NOTICES

NIL

eCT Control REGISTRAR OF TITLES
Effective from 20/06/2024

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

Page 2 of 2

DOCUMENT END

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**PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 136
PARISH OF NUNAWADING
COUNTY OF BOURKE
SCALE : FEET TO AN INCH**

LP 26187

EDITION 1

PLAN MAY BE LODGED 23/7/53

THE LAND COLOURED BLUE & GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE.

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

The land Colored Yellow is An Appt. c/WAY Easement
Vide c/t Vol. 4332 Fol 396

COLOUR CONVERSION CHART 96

COLOUR CONVERSION

BLUE = E-1

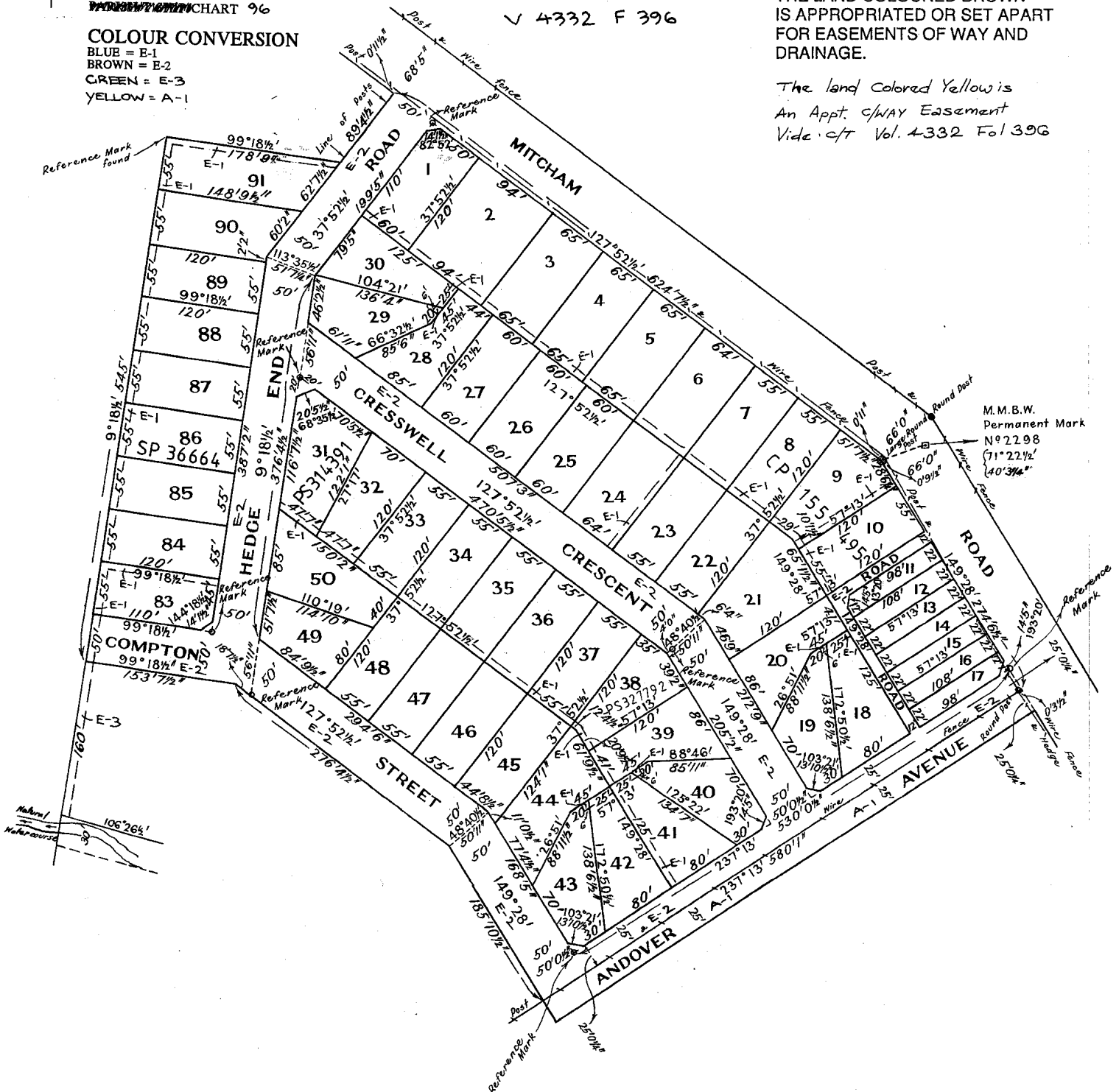
BROWN = E-2

GREEN = E-3

YELLOW = A-1



✓ 4332 F 396



Note : Corners are splayed ten feet each way unless otherwise shown.
For datum of bearings & additional reference marks see copy of fieldnotes.
The land coloured blue is set apart for drainage & sewerage purposes
& is six feet wide except where otherwise shown.
Reference Marks are 12" x 5/8" Iron Bars except where otherwise shown.

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Document Identification	2431179
Number of Pages (excluding this cover sheet)	4
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113921
5061971

The Registrar of Titles

Please register this Transfer and hand
new Certificate of Title to issue
return to

Phillips Fox & Maseel
Stephen James Kelly

PHILLIPS, FOX & MASEL

VICTORIA

2431179

MICROFILMED

Freehold



TRANSFER OF LAND

Keep
LODGED
27 AUG 1951



See Red & Blue
It is issued
on R. 5061971 (P)
under an adre
See as to Blue
Basin etc. because
as to adre.
Good herein

21/11/51
3.3.51
12/2/52

CHURCHILL ESTATES PROPRIETARY LIMITED of 287 Collins Street -
Melbourne being registered as the proprietor of an estate in
fee simple in the land hereinafter described subject to the
encumbrances notified hereunder IN CONSIDERATION of the sum
of THREE HUNDRED AND NINETY POUNDS paid to it by WILLIAM
OLIVER MONETTE, Public Servant, and MARY MONETTE, Married
Woman, both of 169 Royal Parade Parkville, DOTH HEREBY --
T R A N S F E R to the said WILLIAM OLIVER MONETTE and MARY
MONETTE as joint tenants All its estate and interest in ALL
THAT piece of land being Lot Four on Plan of Subdivision ---
lodged in the Office of Titles in Red Ink Number 4984516 and
being part of Crown Allotment 136 Parish of Nunawading County
of Bourke and being part of the land more particularly ----
described in Certificate of Title Volume 4332 Folio 396 A N D
the said WILLIAM OLIVER MONETTE and MARY MONETTE for themselves
their heirs executors administrators and transferees HEREBY
COVENANT with the said Churchill Estates Proprietary Limited --
its successors and transferees and the registered proprietor or
proprietors for the time being of the land remaining untransferred
in Certificate of Title Volume 4332 Folio 396 that no quarrying
operations shall at any time hereafter be carried on in or upon
the said Lot and no stone earth clay gravel or sand shall at -
any time hereafter be carried away or removed from the said Lot
except for the purpose of excavating for the foundations of any
building to be erected thereon or use or permit or allow the
said land hereby transferred to be used for the manufacture or
winning of bricks tiles or pottery ware / AND it is intended --
that the above covenant shall be set out as an encumbrance at the
foot of the Certificate of Title to be issued in respect of the
land hereby transferred and shall run with the land.

D A T E D this 24 day of August One

IMAGED

Wm. 8/11/52
Salmon

thousand nine hundred and fifty-one.

THE COMMON SEAL of CHURCHILL
ESTATES PROPRIETARY LIMITED
was hereto affixed by order
of the Board of Directors
in the presence of



W. B. B. B. DIRECTOR.
E. H. H. H. SECRETARY

SIGNED by the said WILLIAM OLIVER
MONETTE in Victoria in the -
presence of

W. Oliver
W. Oliver
W. Oliver

SIGNED by the said MARY MONETTE
in Victoria in the presence of

M. Monette
M. Monette
M. Monette

ENCUMBRANCES REFERRED TO

The encumbrances (if any) affecting the said land set out
at the foot of the said Certificate of Title.

3308

DATED

1951

CHURCHILL ESTATES PTY. LTD.

- to -

MR. & MRS. MONETTE

TRANSFER

17/- 7126

Phillips, Fox & Masel,
450 Little Collins Street,
Melbourne

I CERTIFY

that a Memorial of the within Instrument No. 243/179
was entered on the 27 AUG 1951

in the Register Book Vol. 8000 Fol. 061

Lgd

W. Hewison

Assistant Registrar of Titles.

7

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1045001

APPLICANT'S NAME & ADDRESS

NICHOLAS JAMES LAWYERS C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

COSSARI, JOE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

355574

This certificate is issued for:

LOT 4 PLAN LP26187 ALSO KNOWN AS 200 MITCHAM ROAD MITCHAM
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

02 July 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 19 July 2024 08:20 AM

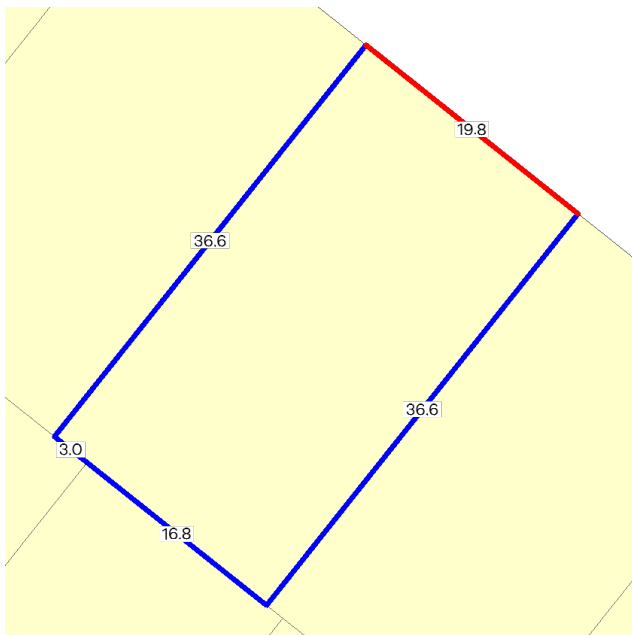
PROPERTY DETAILS

Address: **200 MITCHAM ROAD MITCHAM 3132**
Lot and Plan Number: **Lot 4 LP26187**
Standard Parcel Identifier (SPI): **4\LP26187**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **197384**
Directory Reference: **Melway 48 H5**

www.whitehorse.vic.gov.au

SITE DIMENSIONS

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



Area: 725 sq. m

Perimeter: 113 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 19 July 2024 08:20 AM

PROPERTY DETAILS

Address: **200 MITCHAM ROAD MITCHAM 3132**
Lot and Plan Number: **Lot 4 LP26187**
Standard Parcel Identifier (SPI): **4\LP26187**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **197384**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 48 H5**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

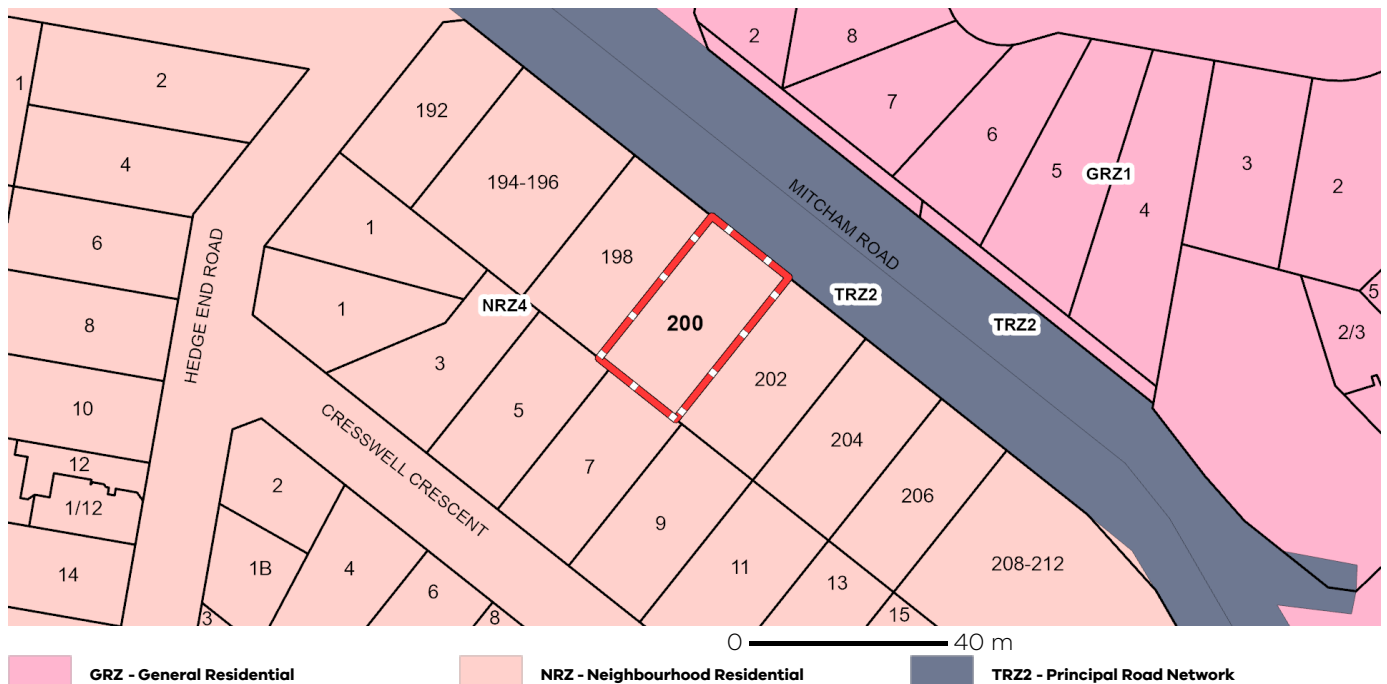
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)



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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



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

Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 36
Date of Issue: 2 July 2024
Applicant's Reference: 73390307-018-3:64012

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Assessment Number:	13043	Check Digit:	5
Property Description:	Lot 4 PS 26187		
Property Address:	200 Mitcham Road, MITCHAM VIC 3132		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2024 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2024.

Site Value:	\$895,000
Capital Improved Value:	\$1,130,000
Net Annual Value:	\$56,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

DECLARED BY COUNCIL 24 JUNE 2024

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

General Rates	1,562.30
FSPL Fixed Charge	132.00
FSPL Variable Rate	98.30
Waste Service Charges	359.05
TOTAL CURRENT LEVIED	\$2,151.65

OTHER CHARGES

Arrears	4,250.85
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$4,250.85

TOTAL AMOUNT OUTSTANDING **\$6,402.50**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2024/2025 rating year, due dates for instalments are 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025. Due date for lump sum payment is 15 February 2025.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garden Organics - 240L
Recycling - 240L
Garbage - 80L

For further information on the items that the waste service charges can comprise of, please see:

<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:

A handwritten signature in blue ink, appearing to read 'G. Matull', is written over a faint horizontal line.

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000130435
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

2nd July 2024

Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA
LANDATA

Dear Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA,

RE: Application for Water Information Statement

Property Address:	200 MITCHAM ROAD MITCHAM 3132
Applicant	Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA LANDATA
Information Statement	30862703
Conveyancing Account Number	7959580000
Your Reference	355574

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	200 MITCHAM ROAD MITCHAM 3132
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

Melbourne Water Property Information Statement

Property Address	200 MITCHAM ROAD MITCHAM 3132
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STATEMENT UNDER SECTION 158 WATER ACT 1989

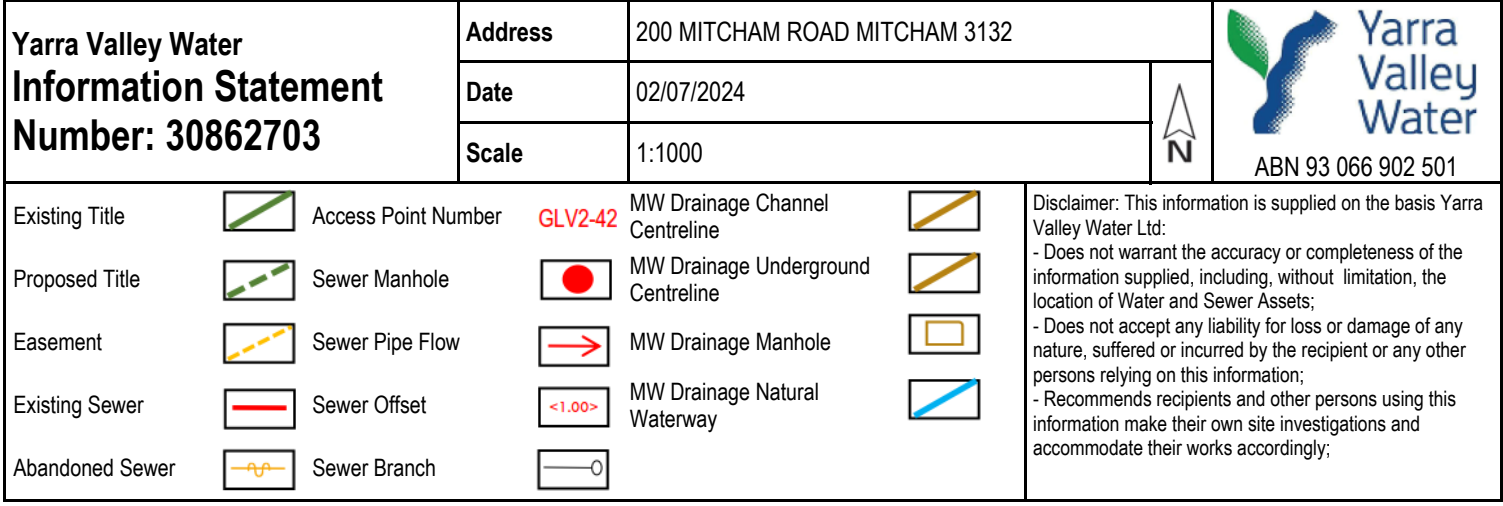
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Nicholas James Lawyers C/- InfoTrack (LEAP) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8999390306
Rate Certificate No: 30862703

Date of Issue: 02/07/2024
Your Ref: 355574

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
200 MITCHAM RD, MITCHAM VIC 3132	4\LP26187	1262028	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <i>Step 1 – 29.000000kL x \$3.34380000 = \$96.97</i> Estimated Average Daily Usage \$1.07	17-01-2024 to 17-04-2024	\$96.97	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee *	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			-\$0.05 cr
Total for This Property			\$193.06

Usage charges have been estimated for 6 months or more.

This will cause incorrect settlement adjustments. We need a current meter reading from your client urgently to accurately update this document. Please ask them to contact us on 1800 305 066.

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1262028

Address: 200 MITCHAM RD, MITCHAM VIC 3132

Water Information Statement Number: 30862703

HOW TO PAY



Bill Code: 314567
Ref: 89993903063

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

10th August 2022

LYNLEY MCMANUS (LATERAL BUILDING DESIGN)
LATERAL BUILDING DESIGN
care of
reception@lateralbuildingdesign.com.au

Dear LYNLEY MCMANUS (LATERAL BUILDING DESIGN),

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	553127
Property Address	200 MITCHAM ROAD MITCHAM 3132
Service Location ID	1262028

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 900mm vertical clearance is required

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in grey ink that reads "Joe Gargaro". The signature is written in a cursive, flowing style.

Joe Gargaro

Divisional Manager, Development Services

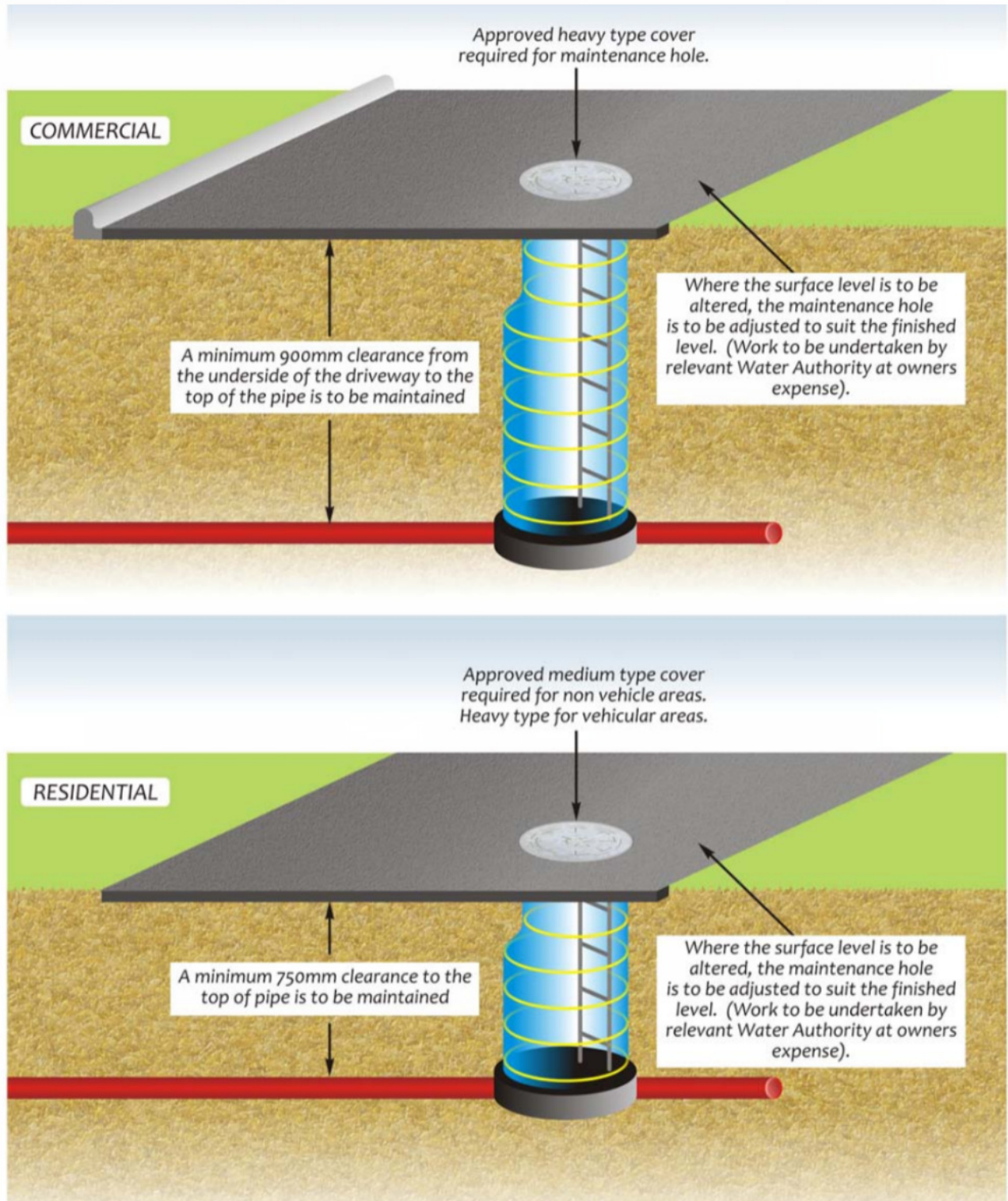
SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

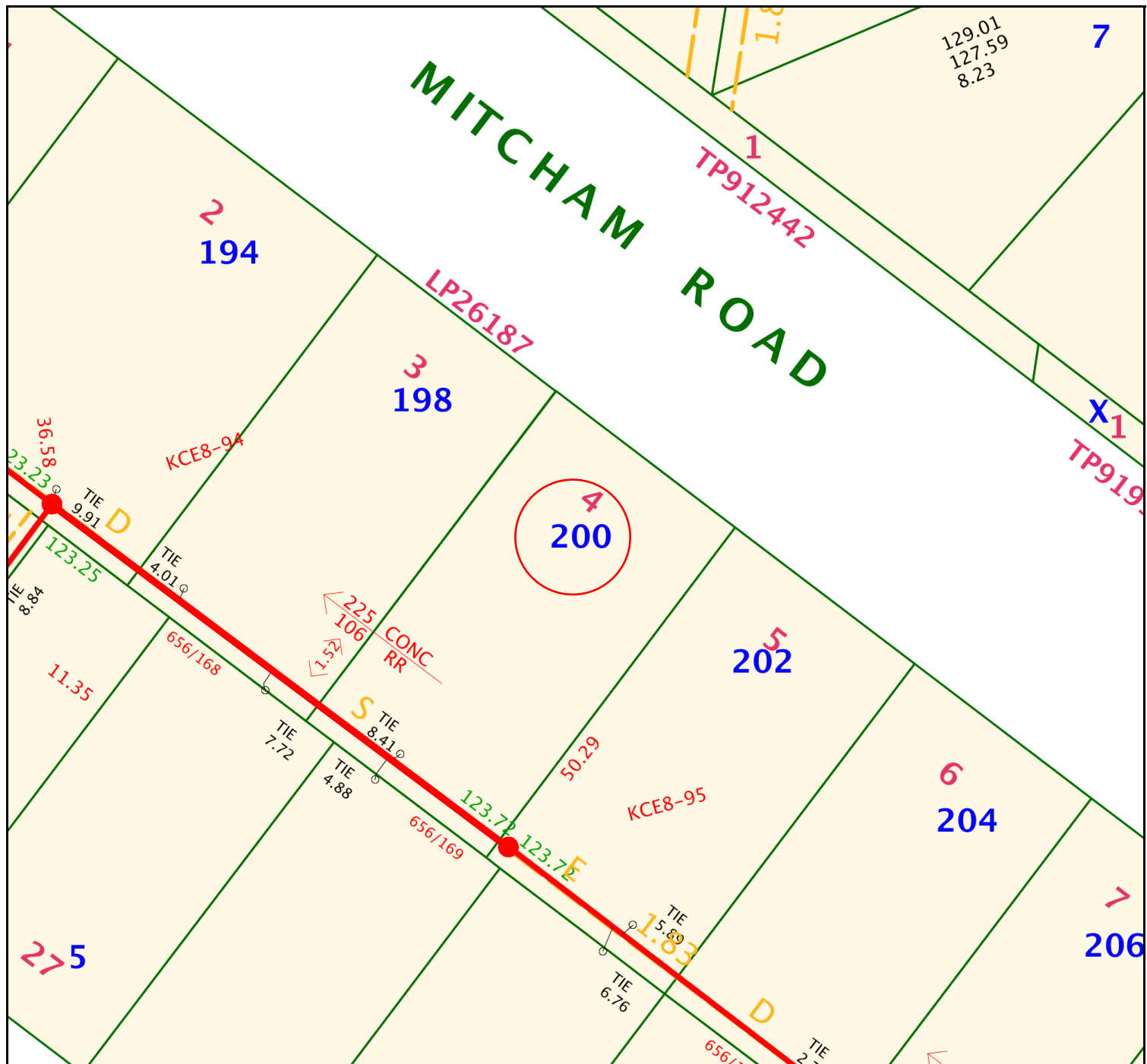
For any driveways and paving (plain concrete only) for an industrial or commercial property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 900 mm vertical cover is to be maintained over the sewer main
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main by the works.

DRIVEWAY AND PAVING

DRIVEWAYS AND PAVING





**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address

200 MITCHAM ROAD MITCHAM 3132

Date

10/08/2022

Scale

1:500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

Abbreviation Pipe Material

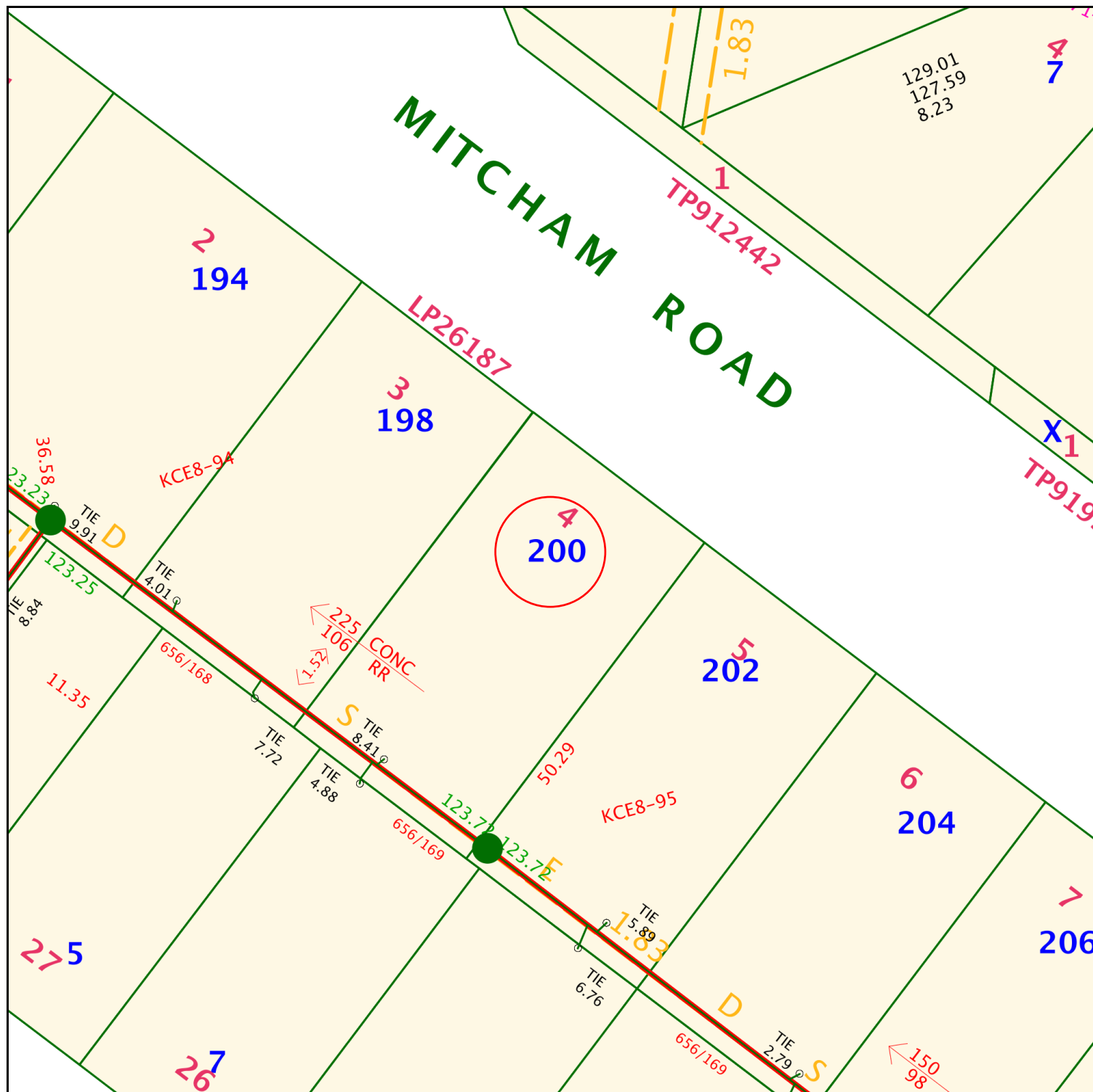
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: CONC
Average Depth (m): 4.45
Branch Length (m): 1.07

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 1262028



Yarra Valley Water

Build Over Plan Reference: Plan F
Driveways and paving

Address 200 MITCHAM ROAD MITCHAM 3132

Date 10/08/2022

Scale 1:500



ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 553127

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

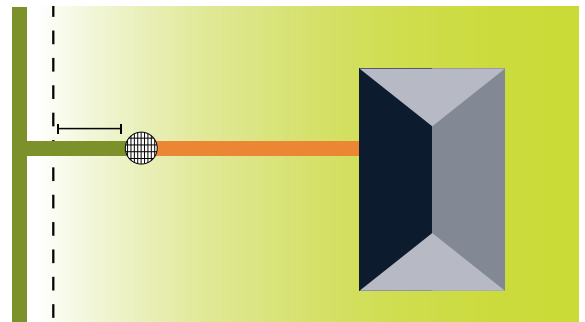


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

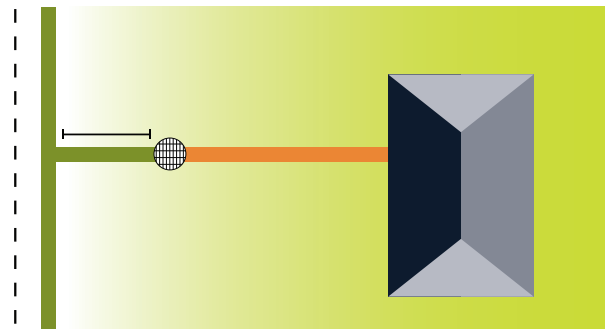
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

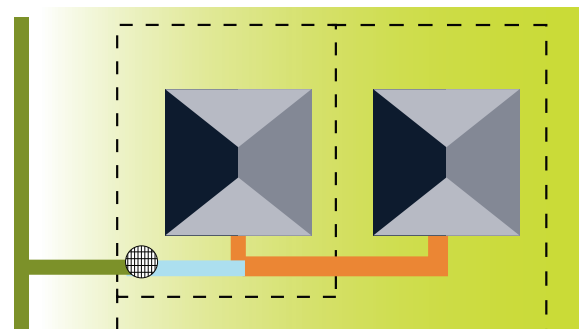
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

Inspection opening
(may be below ground
or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Nicholas James Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 355574

NO PROPOSALS. As at the 2th July 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

200 MITCHAM ROAD, MITCHAM 3132
CITY OF WHITEHORSE

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

Date of issue: 2th July 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73390307 - 73390307095155 '355574'

Property Clearance Certificate

Land Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2311705
Certificate No:	78845311
Issue Date:	03 JUL 2024
Enquiries:	MXC15

Land Address: 200 MITCHAM ROAD MITCHAM VIC 3132

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2254453	4	26187	8000	62	\$6,798.00

Vendor: JOE COSSARI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
PRICE TO EARNINGS TRUST	2024	\$860,000	\$6,798.00	\$0.00	\$6,798.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,060,000
SITE VALUE:	\$860,000
CURRENT LAND TAX CHARGE:	\$6,798.00



Notes to Certificate - Land Tax

Certificate No: 78845311

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,810.00

Taxable Value = \$860,000

Calculated as \$2,250 plus (\$860,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 78845311

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 78845311

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2311705
Certificate No:	78845311
Issue Date:	03 JUL 2024
Enquires:	MXC15

Land Address: 200 MITCHAM ROAD MITCHAM VIC 3132					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
2254453	4	26187	8000	62	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,060,000
SITE VALUE:	\$860,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 78845311

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2311705
Certificate No:	78845311
Issue Date:	03 JUL 2024

Land Address: 200 MITCHAM ROAD MITCHAM VIC 3132

Lot	Plan	Volume	Folio
4	26187	8000	62

Vendor: JOE COSSARI
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 78845311

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 78845310</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 78845310</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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City of Whitehorse

PLANNING PERMIT

Permit Number: WH/2018/1212
Planning Scheme: Whitehorse
Responsible Authority: City of Whitehorse

ADDRESS OF THE LAND:

200 Mitcham Road, MITCHAM (LOT 4 LP 26187)

THE PERMIT ALLOWS:

Alteration of access to a road in a Road Zone Category 1 (RDZ1), and buildings and works associated with the construction of a driveway, car park and front fence within 4 metres of protected trees, generally in accordance with the endorsed plans, and subject to the following conditions.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the commencement of the development, amended plans must be submitted to the Responsible Authority in a digital format. Once the plans are to Council's satisfaction, the plans will be endorsed by the Responsible Authority and will then become part of the permit. The amended plans must be generally in accordance with the 'Proposed Car Park Layout' Drawing No. A 18/51 TP01 (dated October 2018), but modified to show:
 - a) Annotation stating all buildings and works associated with driveway construction and car park where within the tree protection zones (TPZs) of Tree 2, Tree 3, Tree 4, Tree 5 and Tree 7 to be carried out in accordance with the recommendations on pages 9, 10, 11 & 12 of the 'Construction Impact Assessment', prepared by "All Trees Consulting Services Pty. Ltd" and dated 20 September 2019.
 - b) All recommendations and tree protection measures as detailed on the 'Tree Protection Plans', prepared by "All Trees Consulting Services Pty Ltd" and dated 20 September 2019.
 - c) The locations of Structural Root Zone and Tree Protection Zones described in Condition 8 including all nominated trees clearly identified and numbered on both 'proposed carpark layout' and 'tree protection plans', and a summary of the requirements of Conditions 8 and 9 to be annotated on the 'proposed carpark layout' and 'tree protection plans'.
 - d) All requirements to be detailed in accordance with VicRoads conditions (specified below at Condition 2).

VicRoads Conditions

2. Prior to the commencement of the development, amended plans must be submitted to VicRoads for approval. Once approved, the plans may be endorsed by the responsible authority and will then become part of the permit. The amended plans shall be generally in accordance with the 'Proposed Car Park Layout' Drawing No. A 18/51 TP01 (dated October 2018), but modified to show:
 - a) Mark front parking spaces (excluding disabled parking) as staff only.
 - b) 'Customer parking at rear sign'.
 - c) Designated turning bay at the rear parking.
 - d) Swept path analysis to demonstrate cars can manoeuvre within the site and exit in a forward direction and passing area at front for B99 and B85 vehicles crossing at entrance.

6 December 2019



Date Issued

Planning and Environment Act 1987 Form 4

Signature for Responsible Authority

3. Prior to the commencement of use or occupation, a sealed access crossover as at least 6.1 metres wide at the property boundary with the crossover angled at 60 degrees to the road reserve boundary, at least for the first 3 metres from the edge of the road must be constructed to the satisfaction of the Responsible Authority (RA) and at no cost to VicRoads or the RA.
4. Prior to the commencement of the use or the occupation of the buildings or works hereby approved, the access crossover and associated works must be provided and available for use.
5. Vehicles must always enter and exit the land in a forward direction.
6. The level of the footpaths must not be lowered or altered in any way to facilitate access to the site.

All of the above must be to the satisfaction of the Responsible Authority. Once approved these plans become the endorsed plans of this permit.

7. The layout of the site and the size, design and location of the buildings and works permitted must always accord with the endorsed plans, and must not be altered or modified without the further written consent of the Responsible Authority.

Tree Protection Conditions

8. Prior to the commencement of any building and or demolition works on the land, a Tree Protection Zone (TPZ) must be established and maintained during and until completion of all buildings and works including landscaping, around the following trees in accordance with the distances and measures specified below, to the satisfaction of the Responsible Authority:
 - a) Tree protection zone distances:
 - i. **Tree 1** - 2.0 metre radius from the centre of the tree base.
 - ii. **Tree 2** - 7.0 metre radius from the centre of the tree base.
 - iii. **Tree 3** - 4.6 metre radius from the centre of the tree base.
 - iv. **Tree 4** - 4.1 metre radius from the centre of the tree base.
 - v. **Tree 5** - 4.1 metre radius from the centre of the tree base.
 - vi. **Tree 6** - 2.4 metre radius from the centre of the tree base.
 - vii. **Tree 7** - 2.3 metre radius from the centre of the tree base.
 - b) Tree protection zone measures are to be established in accordance to Australian Standard 4970-2009 and including the following:
 - i. Erection of solid chain mesh or similar type fencing at a minimum height of 1.8 metres held in place with concrete feet.
 - ii. Where there are approved works within the TPZ, it may only be reduced to the required amount by the Project Arborist and only during approved construction/demolition works within the TPZ and must be restored in accordance with the above requirements at all other times.
 - iii. Where construction is approved within the TPZ, fencing and mulching should be placed at the outer point of the construction area.
 - iv. Signage placed around the outer edge of perimeter fencing identifying the area as a TPZ. The signage should be visible from within the development, with the lettering complying with AS 1319.
 - v. Mulch across the surface of the TPZ to a depth of 100mm and undertake supplementary watering in summer months as required.

6 December 2019



Date Issued

Signature for Responsible Authority

- vi. No excavation, heavy machinery, constructions works or activities, grade changes, surface treatments or storage of materials of any kind are permitted within the TPZ unless otherwise approved within this permit or further approved in writing by the Responsible Authority.
 - vii. All supports, and bracing should be outside the TPZ and any excavation for supports or bracing should avoid damaging roots where possible.
 - viii. No trenching is allowed within the TPZ for the installation of utility services unless tree sensitive installation methods such as boring have been approved by the Responsible Authority.
9. During the demolition and/or construction of any buildings or works, the following tree protection requirements must be carried out to the satisfaction of the Responsible Authority:
- a) All buildings and works within the TPZs of protected trees are to be carried out in accordance with the recommendations of the 'Construction Impact Assessment', and 'Tree Protection Plans', prepared by "All Trees Consulting Pty Ltd." and dated 20 September 2019.
 - b) A project arborist must be appointed by the applicant or builder. The project arborist must have a minimum AQF Certificate Level 5 Qualification in Arboriculture to be appointed as the project arborist.
 - c) The Project Manager/Builder and the Project Arborist must adopt and adhere to the applicant's supplied Construction Impact Assessment Report and implement the Tree Protection Plan dated 20/09/2019.
 - d) The Project Arborist must supervise all approved works where within the TPZ of Trees 2, 4 & 5. The Project Arborist must ensure that all construction activity (including site demolition) within the TPZ of trees 2, 4 & 5 does not adversely impact their health or stability now or into the future.
 - e) No major roots greater than 40mm in diameter are cut or damaged during any part of the demolition and/or construction process.
 - f) Any root severance must be approved and undertaken by the Project Arborist using clean, sharp and sterilised tree root pruning equipment.
 - g) The project arborist and builder must ensure that TPZ Fencing Conditions for all retained trees are being adhered to throughout the entire building process, including site demolition, levelling and landscape works.
10. The Applicant/Owner must be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The Applicant/Owner shall be responsible to obtain an "Asset Protection Permit" from Council at least 7 days prior to the commencement of any works on the land and obtain prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
11. The existing street tree must not be removed or damaged except with the written consent of the Responsible Authority.

Permit Expiry

12. This permit will expire if the following circumstance applies:
- a) the development is not completed within two (2) years from the date of issue of this permit;

The Responsible Authority may extend the period referred to if a request is made in writing pursuant to the provisions of Section 69 of the *Planning and Environment Act 1987*.

6 December 2019



Date Issued

Planning and Environment Act 1987 Form 4

Signature for Responsible Authority

Permit Notes:

- A. The existing street tree (Tree 1 – Water Gum) within the road reserve must not be removed or damaged except with the written consent of the Responsible Authority.

VicRoads Note:

- B. No work must be commenced in, on, under or over the road reserve without having first obtaining all necessary approval under the Road Management Act 2004, the Road Safety Act 1986, and any other relevant acts or regulations created under those Acts.

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

A permit for development of land expires if –

- the development or any stage of it does not start within the time specified in the permit; or
- the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

A permit for the use of the land expires if –

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use is discontinued for a period of two years.

A permit for development and use of land expires if –

- the development or any stage of it does not start within the time specified in the permit; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
- the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
- the use is discontinued for a period of two years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988** unless a permit contains a different provision –

- the use or development of any stage is to be taken to have started when the plan is certified; or
- the permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal. The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne. The telephone number is (03) 9628 9777.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Monday, January 10, 2022

Application Number: WH/2018/1212
Enquiries: Joseph Hamblin
Telephone: 9262 7588

Lateral Building Design Pty Ltd
95 Canterbury Road
HEATHMONT VIC 3135

Dear Sir/Madam,

EXTENSION OF TIME REQUEST

ADDRESS: 200 MITCHAM ROAD, MITCHAM (LOT 4 LP 26187)

I refer to your request dated 9th November, 2022, in which you have requested an extension of time in respect of Planning Permit WH/2018/1212.

I advise that pursuant to Section 69 of the Planning & Environment Act 1987, your request has been approved.

A further 2 year extension has been granted. The new completion expiry date for Planning Permit WH/2018/1212 is outlined below.

Completion Expiry Date 06-Dec-2023

If you have any enquiries regarding this matter please contact me on the above telephone number.

Yours faithfully

Per. Joseph Hamblin
Urban Planner
City Planning and Development

City of Whitehorse

PLANNING PERMIT

Permit Number: WH/2018/1212
Planning Scheme: Whitehorse
Responsible Authority: City of Whitehorse

ADDRESS OF THE LAND:

200 Mitcham Road, MITCHAM (LOT 4 LP 26187)

THE PERMIT ALLOWS:

Alteration of access to a road in a Road Zone Category 1 (RDZ1), and buildings and works associated with the construction of a driveway, car park and front fence within 4 metres of protected trees, generally in accordance with the endorsed plans, and subject to the following conditions.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the commencement of the development, amended plans must be submitted to the Responsible Authority in a digital format. Once the plans are to Council's satisfaction, the plans will be endorsed by the Responsible Authority and will then become part of the permit. The amended plans must be generally in accordance with the 'Proposed Car Park Layout' Drawing No. A 18/51 TP01 (dated October 2018), but modified to show:
 - a) Annotation stating all buildings and works associated with driveway construction and car park where within the tree protection zones (TPZs) of Tree 2, Tree 3, Tree 4, Tree 5 and Tree 7 to be carried out in accordance with the recommendations on pages 9, 10, 11 & 12 of the 'Construction Impact Assessment', prepared by "All Trees Consulting Services Pty. Ltd" and dated 20 September 2019.
 - b) All recommendations and tree protection measures as detailed on the 'Tree Protection Plans', prepared by "All Trees Consulting Services Pty Ltd" and dated 20 September 2019.
 - c) The locations of Structural Root Zone and Tree Protection Zones described in Condition 8 including all nominated trees clearly identified and numbered on both 'proposed carpark layout' and 'tree protection plans', and a summary of the requirements of Conditions 8 and 9 to be annotated on the 'proposed carpark layout' and 'tree protection plans'.
 - d) All requirements to be detailed in accordance with VicRoads conditions (specified below at Condition 2).

VicRoads Conditions

2. Prior to the commencement of the development, amended plans must be submitted to VicRoads for approval. Once approved, the plans may be endorsed by the responsible authority and will then become part of the permit. The amended plans shall be generally in accordance with the 'Proposed Car Park Layout' Drawing No. A 18/51 TP01 (dated October 2018), but modified to show:
 - a) Mark front parking spaces (excluding disabled parking) as staff only.
 - b) 'Customer parking at rear sign'.
 - c) Designated turning bay at the rear parking.
 - d) Swept path analysis to demonstrate cars can manoeuvre within the site and exit in a forward direction and passing area at front for B99 and B85 vehicles crossing at entrance.

6 December 2019



Date Issued

Signature for Responsible Authority

3. Prior to the commencement of use or occupation, a sealed access crossover as at least 6.1 metres wide at the property boundary with the crossover angled at 60 degrees to the road reserve boundary, at least for the first 3 metres from the edge of the road must be constructed to the satisfaction of the Responsible Authority (RA) and at no cost to VicRoads or the RA.
4. Prior to the commencement of the use or the occupation of the buildings or works hereby approved, the access crossover and associated works must be provided and available for use.
5. Vehicles must always enter and exit the land in a forward direction.
6. The level of the footpaths must not be lowered or altered in any way to facilitate access to the site.

All of the above must be to the satisfaction of the Responsible Authority. Once approved these plans become the endorsed plans of this permit.

7. The layout of the site and the size, design and location of the buildings and works permitted must always accord with the endorsed plans, and must not be altered or modified without the further written consent of the Responsible Authority.

Tree Protection Conditions

8. Prior to the commencement of any building and or demolition works on the land, a Tree Protection Zone (TPZ) must be established and maintained during and until completion of all buildings and works including landscaping, around the following trees in accordance with the distances and measures specified below, to the satisfaction of the Responsible Authority:
 - a) Tree protection zone distances:
 - i. **Tree 1** - 2.0 metre radius from the centre of the tree base.
 - ii. **Tree 2** - 7.0 metre radius from the centre of the tree base.
 - iii. **Tree 3** - 4.6 metre radius from the centre of the tree base.
 - iv. **Tree 4** - 4.1 metre radius from the centre of the tree base.
 - v. **Tree 5** - 4.1 metre radius from the centre of the tree base.
 - vi. **Tree 6** - 2.4 metre radius from the centre of the tree base.
 - vii. **Tree 7** - 2.3 metre radius from the centre of the tree base.
 - b) Tree protection zone measures are to be established in accordance to Australian Standard 4970-2009 and including the following:
 - i. Erection of solid chain mesh or similar type fencing at a minimum height of 1.8 metres held in place with concrete feet.
 - ii. Where there are approved works within the TPZ, it may only be reduced to the required amount by the Project Arborist and only during approved construction/demolition works within the TPZ and must be restored in accordance with the above requirements at all other times.
 - iii. Where construction is approved within the TPZ, fencing and mulching should be placed at the outer point of the construction area.
 - iv. Signage placed around the outer edge of perimeter fencing identifying the area as a TPZ. The signage should be visible from within the development, with the lettering complying with AS 1319.
 - v. Mulch across the surface of the TPZ to a depth of 100mm and undertake supplementary watering in summer months as required.

6 December 2019



Date Issued

Signature for Responsible Authority

- vi. No excavation, heavy machinery, constructions works or activities, grade changes, surface treatments or storage of materials of any kind are permitted within the TPZ unless otherwise approved within this permit or further approved in writing by the Responsible Authority.
 - vii. All supports, and bracing should be outside the TPZ and any excavation for supports or bracing should avoid damaging roots where possible.
 - viii. No trenching is allowed within the TPZ for the installation of utility services unless tree sensitive installation methods such as boring have been approved by the Responsible Authority.
9. During the demolition and/or construction of any buildings or works, the following tree protection requirements must be carried out to the satisfaction of the Responsible Authority:
- a) All buildings and works within the TPZs of protected trees are to be carried out in accordance with the recommendations of the 'Construction Impact Assessment', and 'Tree Protection Plans', prepared by "All Trees Consulting Pty Ltd." and dated 20 September 2019.
 - b) A project arborist must be appointed by the applicant or builder. The project arborist must have a minimum AQF Certificate Level 5 Qualification in Arboriculture to be appointed as the project arborist.
 - c) The Project Manager/Builder and the Project Arborist must adopt and adhere to the applicant's supplied Construction Impact Assessment Report and implement the Tree Protection Plan dated 20/09/2019.
 - d) The Project Arborist must supervise all approved works where within the TPZ of Trees 2, 4 & 5. The Project Arborist must ensure that all construction activity (including site demolition) within the TPZ of trees 2, 4 & 5 does not adversely impact their health or stability now or into the future.
 - e) No major roots greater than 40mm in diameter are cut or damaged during any part of the demolition and/or construction process.
 - f) Any root severance must be approved and undertaken by the Project Arborist using clean, sharp and sterilised tree root pruning equipment.
 - g) The project arborist and builder must ensure that TPZ Fencing Conditions for all retained trees are being adhered to throughout the entire building process, including site demolition, levelling and landscape works.
10. The Applicant/Owner must be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The Applicant/Owner shall be responsible to obtain an "Asset Protection Permit" from Council at least 7 days prior to the commencement of any works on the land and obtain prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
11. The existing street tree must not be removed or damaged except with the written consent of the Responsible Authority.

Permit Expiry

12. This permit will expire if the following circumstance applies:
- a) the development is not completed within two (2) years from the date of issue of this permit;

The Responsible Authority may extend the period referred to if a request is made in writing pursuant to the provisions of Section 69 of the *Planning and Environment Act 1987*.

6 December 2019



Date Issued

Planning and Environment Act 1987 Form 4

Signature for Responsible Authority

Permit Notes:

- A. The existing street tree (Tree 1 – Water Gum) within the road reserve must not be removed or damaged except with the written consent of the Responsible Authority.

VicRoads Note:

- B. No work must be commenced in, on, under or over the road reserve without having first obtaining all necessary approval under the Road Management Act 2004, the Road Safety Act 1986, and any other relevant acts or regulations created under those Acts.

IMPORTANT INFORMATION ABOUT THIS NOTICE**WHAT HAS BEEN DECIDED?**

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

A permit for development of land expires if –

- the development or any stage of it does not start within the time specified in the permit; or
- the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

A permit for the use of the land expires if –

- the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
- the use is discontinued for a period of two years.

A permit for development and use of land expires if –

- the development or any stage of it does not start within the time specified in the permit; or
- the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
- the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
- the use is discontinued for a period of two years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988** unless a permit contains a different provision –

- the use or development of any stage is to be taken to have started when the plan is certified; or
- the permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal. The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne. The telephone number is (03) 9628 9777.



Application Number: BLD20231791

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 8097002315737 01 November 2023

Issued to

Agent of Owner	Shawn Vandersay	
ACN / ARBN		
Postal Address	Level 27, 101 Collins Street Melbourne	Postcode 3000
Email	shawn@oxfordbuilders.com.au	
Address for serving or giving of documents:	Level 27, 101 Collins Street Melbourne	Postcode 3000
Contact Person	Shawn Vandersay	Telephone 04 11780077

Ownership Details (if person issued with permit is not the owner)

Owner	Strategic Entertainment Investments Pty Ltd	
ACN / ARBN		
Postal Address	4/56 Railway Place West Melbourne	Postcode 3003
Email	jc3152@hotmail.com	
Contact Person	Shawn Vandersay	Telephone 0425800535

Property Details [include title details as and if applicable]

Number 200	Street/Road Mitcham Road	Suburb Mitcham	Postcode 3132
Lot/s 4	LP/PS LP026187	Volume 08000	Folio 062
Crown allotment	Section No	Parish	County
Municipal District	City of Whitehorse		

Builder

Name	Oxford Property Group Pty Ltd	Telephone 0459555559
Address	Level 27, 101 Collins Street Melbourne 3000	
ACN/ARBN:		
Building practitioner registration no:	CCB-L 59107	

This builder is specified under section 24B 3 of the **Building Act 1993** for the building work to be carried out under this permit.

Natural Person for service of directions, notices and orders (if builder is a body corporate)

Name Shawn Vandersay	Telephone 04 11780077
Postal address 4/56 Railway Place West Melbourne Vic	Postcode 3003

Details of Building Practitioners and Architects

Address: Lot 4, 200 Mitcham Road Mitcham Vic 3132 Australia

Page 1 of 7



a) To be engaged in the building work

Name	Category/class	Registration Number
Oxford Property Group Pty Ltd	CCB-L	59107

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Paul Mulholland	BSU	44153
Kym Hawksworth	DP-AD	24772
Michael Ting	PE	0003412
Kieran Doherty	PE	0002307

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date	Insurance policy cover
N/A	N/A	N/A	NA

Name of the Builder on insurance document	N/A
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Details of Relevant Planning Permit

Planning Permit No: **WH/2018/1212**

Date of grant of Planning Permit: **06 December 2019**

Nature of Building Work

Description: **Change of use to a medical centre**

Storeys contains: **1**

Rise in storeys: **1**

Effective height: **N/A**

Type of construction: **C**

Version of BCA applicable to permit: **2019 Vol 1 Amd 1**

Cost of Building Work: **\$350,000.00**

Total floor area of new building work in m²: **188**

Building classification

Part of Building: **existing Building**

BCA Classification: **5**

Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
FP 1.4	To assess the proposed building's external wall system designs against Performance Requirement FP1.4.
CP1, CP2	To provide technical justification for reduction in Fire Resistance Level (FRL) to the external wall to 60/60/60 in lieu of 90/90/90
CP2	To provide technical justification for openings in external walls within 3m of a fire source feature being the property boundary.

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported on Or Consented To	Regulation no
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City of Whitehorse	Partial demolition	Sec29A Building Act 1993
City of Whitehorse	Build Over An easement	130 Building Regulation 2018
Yarra Valley Water	Build Over the easement	130 Building Regulation 2018

Section 10 Determination

Pursuant to Section 10(2) of the Building Act 1993, as the Relevant Building Surveyor we certify that substantial progress has been made on the design of the building covered by this permit, such that the applicable Building Code is 2019 Vol 1 Amd 1.

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Frame: on completion of the framework
2. Final: on completion of all building work

Notification of Inspections

Please provide a minimum of 24 hours notification for inspection requests. Requests can be emailed to info@jjntsurveyors.com.au or contact us 03 70475605

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 01 November 2024

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 06 December 2024

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor

Name: **Chaminda Janaka** Gamage

Address: **Level 10, 440 Collins street, Melbourne VIC 3000**

Email: **janaka@jjntsurveyors.com.au**

Building practitioner registration no.: **BS-L 64981**

Municipal district: **City of Whitehorse**

Permit no.: **8097002315737**

Date of issue of permit: **01 November 2023**



Building Permit No 8097002315737

BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions.

- The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor
- There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
- Owner or Applicant must report cost increases(from initial estimate) of more than \$15,625 to the VBA within 28 days of becoming aware of the increase.
- The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
- The following information must be displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of building work, for the duration of the building work;
 - (1) Building Permit Number & Date of issue
 - (2) Registration Number & contact details of the Builder & the Relevant Building Surveyor.
- The person in charge of carrying out the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage (refer to the building permit)
- No building work may continue until the mandatory inspection is undertaken and approved.
- If an inspection is required prior to placing a footing, it applies to all footings applicable to the construction, and relates to the foundation material once excavated, but before a footing is placed. For example, if a dwelling is built with a slab for the dwelling, strip footings for the garage, and pad footings for a verandah, all of these are separate footings, however, can be undertaken at the same time. The foundation of all footings needs to be inspected once excavated to ensure correct sizes, positions, soil conditions etc... BEFORE a footing is placed. This may be required to be done before an inspection relating to the reinforcement within a concrete member occurs, as the foundation material needs to be sighted by the inspector (e.g. a slab on ground will have a membrane covering the soil, and therefore needs to be inspected before the membrane is placed, ensuring the soil can be viewed).
- If an inspection is required prior to pouring an in situ concrete member, this relates to the steel reinforcement within concrete members poured on site, and must be inspected prior to pouring the concrete. For example, this may be steel within the slab, steel within strip footings, steel within retaining walls, steel within basement walls, steel within pool construction, steel within bored piers, or any other steel reinforcement member which is available for inspection on site before pouring the concrete.
- In an inspection is required on completion of the framework, all elements of the framework must be made available for the inspection. For example, no cladding should be installed obstructing the inspection, and if the sub-floor is construction of framework, any flooring, plinth boards, decking boards or the like should not be installed until the sub-floor is inspected and approved. If necessary, provisions (such as an additional inspection) must be made prior to any work continuing.
- If a mandatory inspection is not approved, or approved subject to rectifications, no further building work may be undertaken until all rectifications and directions have been complied with. A re-inspection is required to be undertaken prior any further building work commencing and a fee of \$200 + GST per additional inspection is applicable.
- If any termite protection is required by this permit, a durable notice is to be installed in accordance

with clause 3.1.3.2(b) of the BCA. If the use of chemicals is involved in the termite management system, certificate/s edifying that the supplied treatment complies with AS3660.1 are also required to be provided upon completion of the building work.

- Its owners/Builder responsibility to demarcate the boundary.
- D-BCA-V1 - Goings & Risers (Clause D2.13) :Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 250mm. Non-slip finishes to be provided to all steps, ramps and landings.
- D-BCA-V1 - Glazing (Clause B1.4)
All glazing is to comply with AS1288-2006, AS2047-2014 and Clause 6.6 of AS1428.1-2009. Any glazed balustrading to satisfy Section 7 of AS1288-2006.
- D-BCA-V1 - Mechanical Ventilation (Clause F4.5)
The mechanical ventilation system is to be installed in accordance with AS1668.2-2012.
- D-BCA-V1 - Operation of Door Latches (Clause D2.21)
A door in a required exit, forming part of a required exit or in the path of travel to a required exit must be readily openable without a key from the side that faces a person seeking egress, by a single hand downward action or pushing action on a single device which is located between 900mm and 1100mm from the floor.
- D-BCA-V1 - Portable Fire Extinguishers (Clause E1.6)
Fire extinguishers are required to be installed in accordance with AS2444-2001 and supported on wall brackets approximately 1m above floor height.
- D-BCA-V1 - Refrigerated Chambers, Strong-Rooms and Vaults (Clause G1.2)
Cool room door to be capable of being opened from the inside without a key at all times. Cool room to have internal lighting control, external indicator lamp and external alarm device with sound pressure levels in accordance with Clause G1.2 of the BCA.
- D-BCA-V1 - Signage (Clause D3.6)
 - a. Braille and tactile signage complying with Specification D3.6 must
 - i. Incorporate the international symbol of access or deafness, as appropriate, in accordance with AS1428.1- 2009 and identify each –
 - A. Sanitary facility; and
 - B. Space with a hearing augmentation system; and
 - ii. Identify each door to be provided with an exit sign and state –
 - A. "Exit"; and
 - B. "Level" followed by the floor level number; and
 - b. Signage in accordance with AS1428.1-2009 must be provided for accessible unisex sanitary facilities to identify if the facility is suitable for left or right-handed use; and
 - c. Signage to identify an ambulant accessible sanitary facility in accordance with AS1428.1-2009 must be located on the door of the facility; and
 - d. Where a pedestrian entrance is not accessible, directional signage incorporating the international symbol of access, in accordance with AS1428.1-2009 must be provided to direct a person to the location of the nearest accessible pedestrian entrance; and
 - e. Where a bank of sanitary facilities is not provided with an accessible unisex sanitary facility, directional signage incorporating the international symbol of access in accordance with AS1428.1-2009 must be placed at the location of the sanitary facilities that are not accessible, directing a person to the location of the nearest accessible unisex facility.
- D-BCA-V1 - Smoke Detection (Clause E2.2)
Smoke detection to be installed in accordance with AS1670.1-2018.
- D-BCA-V1 - Sprinklers (Clause E1.5)
Sprinkler system to be installed in accordance with AS2118.
- D-BCA-V1 - Tactile Indicators (Clause D3.8)
Tactile ground surface indicators, Type B in accordance with AS1428.4, to be installed to the top and

bottom of stairways and ramps used by the public. Also, tactiles to be installed at the path of travel meeting a vehicular way adjacent to the principal public entrance (if there is no kerb/ramp at that point).

- D-BCA-V1 - Waterproofing in Wet Areas (Clause F1.7)
Waterproofing to walls and floors to wet areas to be provided where required by Clause F1.7 in accordance with AS3740-2010.
- D-BCA-V1 - Openings for Service Installations (Clause C3.15): All service penetrations through fire rated building elements to be treated in accordance with Clause C3.15 of the BCA in order to maintain the fire resistance level of that element.
- in the Exits and Paths of Travel (Clause D2.7)
The enclosure of electrical switchboards in the path of travel to and exit must:
 - be constructed from non-combustible construction (e.g. metal or plasterboard to inside face of walls/doors/ceiling etc.); and
 - suitably seal against the spread of smoke (i.e. smoke seals on all sides of doors); and
 - smoke seal any services penetrations from the enclosure
- D-BCA-V1 - Balustrading (Clause D2.16)
Balustrading to be at least 1000mm above landings and 865mm above the nosing of treads. Maximum 124mm spacing between balustrades. Wire balustrading (where used) is to be constructed in accordance with BCA Table D2.16a. Where the falling distance exceeds 4 metres, climbable elements not permitted between 150-760mm AFL.
- D-BCA-V1 - Construction of Sanitary Compartments (Clause F2.5)
Inward swinging toilet doors to enclosed sanitary compartments, where <1200mm between the closet pan and doorway, to be readily removable from the outside.
- D-BCA-V1 - Emergency Lighting & Exit Signage (Clauses E4.2, E4.4, E4.5 & E4.6)
The emergency lighting and exit signs to be installed are to comply with the requirements of AS2293.1-2018.
- D-BCA-V1 - Fire Hazard Properties (Clause C1.10 & Specification C1.10)
Linings, materials and assemblies in Class 2 to 9 buildings must comply with the appropriate provisions described in Table 1 of NCC-BCA Specification C1.10. Test reports for relevant materials to be provided to the Relevant Building Surveyor prior to the product's installation
- D-BCA-V1 - Fire Hydrant & Fire Hose Reel Installations (Clauses E1.3 & E1.4)
Fire hydrant and fire hose reel installations to be independently commissioned to demonstrate compliance AS2419.1-2005 & AS2441- 2005 (as applicable); with a test report submitted to the Relevant Building Surveyor for consideration.
- D-BCA-V1 - Fixed Platforms, Walkways, Stairways and Ladders (Clause D2.18)
All fixed platforms, walkways, stairways and ladders to be in accordance with AS1657-2018.
- Before any earthworks are undertaken, contact Dial Before You Dig on 1100.
- Prior to steel frame inspection booking, submit a copy of chemical analysis test report and Tensile test report as per AS1397-2011 from NATA accredited laboratory.
- Prior to steel frame inspection booking, submit a copy of chemical analysis test report and Tensile test report as per AS1397-2011 from NATA accredited laboratory.
- Temporary fence must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.
- Property is in termite Prone area, construction must comply with AS3660;2014
- Its Builder responsibility to provide visual evidence to Building Surveyor to ensure the integrity of the

membrane use in wet area are compliance, A visual inspection shall be conducted prior to installations of any overlaying finish in Wet area.

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



Application Number: BLD20231791

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location: At the reception

Property Details

Number: 200	Street/Road: Mitcham Road	Suburb: Mitcham	Postcode: 3132
Lot/s: 4	LP/PS: LP026187	Volume: 08000	Folio: 062
Crown: allotment	Section: No	Parish:	County:
Municipal District: City of Whitehorse			

Building permit details

Building permit number: **BS-L 64981/8097002315737**
Version of BCA applicable to building permit: **2019 Vol 1 Amd 1**

Building Details

Part of building to which permit applies:	Permitted use:	BCA Class of building:	Maximum permissible floor live load:	Maximum number of people to be accommodated
existing Building	Medical centre	5	3.00KPA	2GP at any given time

Storeys contained: **1**
Effective height: **N/A**

Rise in storeys (for Class 2-9 buildings): **1**
Type of construction: **C**

Inspection Approval dates for mandatory inspections that have been carried out are as follows:

Inspection type	Approved date
Frame:on completion of the framework	7/03/2024
Final:on completion of all building work	17/06/2024

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
FP 1.4	To assess the proposed building's external wall system designs against Performance Requirement FP1.4.



CP1, CP2	To provide technical justification for reduction in Fire Resistance Level (FRL) to the external wall to 60/60/60 in lieu of 90/90/90
CP2	To provide technical justification for openings in external walls within 3m of a fire source feature being the property boundary.

Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
City of Whitehorse	Partial demolition	Sec29A Building Act 1993
City of Whitehorse	Build Over An easement	130 Building Regulation 2018
Yarra Valley Water	Build Over the easement	130 Building Regulation 2018

Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Essential safety measures

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table—

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
Building elements required to satisfy prescribed fire resistance levels	NCC Section C1.1 Spec C1.1 ,and Fire engineer report prepared by DDEG(ref 204266-F)	CP1 to CP8	As per AS1851-2012	Annual inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to have fire hazard properties	C1.10	CP4	Annual inspection for damage, deterioration, or unauthorised alteration	Annual inspection for damage, deterioration, or unauthorised alteration
Fire windows (Including windows that are automatic or permanently fixed in position)	C3.4, C3.8, C3.11, D1.7, D1.8 and Fire engineer report prepared by DDEG(ref 204266-F)	CP2, CP8, EP2.2	As per AS 1851-2012	Annual inspection as per AS 1851 – 2012 section 12 for damage, deterioration, or unauthorised alteration (BCA refer Appendix E)
Paths of travel to exits	D1.6	DP2, DP4,DP6	Inspection every three months to ensure there are no obstructions and no alterations	Inspection every three months to ensure there are no obstructions and no alterations

Discharge from exits (Including paths of travel from open spaces to public roads to which they are connected)	D1.7, D1.9-D1.11, D2.12, G4.3, G4.6, G4.7	DP2,DP4,DP6,GP4.1,GP4.3	Inspection every three months to ensure there are no obstructions and no alterations	Inspection every three months to ensure there are no obstructions and no alterations
Exits (Including fire-isolated stairways and ramps, non fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits and fire isolated passageways)	D2.2, D2.3, D2.8-D2.11, D2.13, D2.16, D2.17	DP2,DP4,DP5,DP6	Inspection every three months to ensure there are no obstructions and no alterations	Inspection every three months to ensure there are no obstructions and no alterations
Doors (Other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 – D2.21, D2.23	DP2,DP4,DP5,DP6	Inspection to ensure doors are intact, operational and fitted with conforming hardware	Every three months
Exit signs (Including direction signs)	Specification D1.12, E4.5, E4.6, E4.8	DP4,EP4.1,EP4.2	AS 2293.2-1995	Every six monthly
Emergency Lighting	E4.2, E4.4	EP4.1	as per AS 2293.2-1995	Six monthly to AS 2293.2-1995
Portable fire extinguishers and fire blankets	E1.6	EP1.2	as per AS 1851 – 2012 section 10	Six monthly
Classification and use of building	A6G2 to A6G12	A6G2 to A6G12	Yearly	Inspection to verify the building is still used as same class as listed on the occupancy permit

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

Name: **Chaminda Janaka Gamage**
Address: **Suite 7/9 Ormond Boulevard, Bundoora VIC 3083**
Email: **janaka@jjntsveyors.com.au**
Building practitioner
registration no.: **BS-L 64981**
Municipal district name: **City of Whitehorse**
Occupancy Permit no. **BS-L 64981/8097002315737**
Date of issue: **14 July 2024**
Date of final inspection **17 June 2024**
Signature:



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)