



Rosella

MURRUMBEENA

CONTRACT OF SALE

50 ROSELLA ST

**TISHER LINER FC LAW**

# Contract of Sale & Vendor Statement

Vendor: Rosella Projects Pty Ltd (ACN 652 848 612) as Trustee  
for the Rosella Projects Trust  
Land: Lot....., 93-101 Poath Road Murrumbeena Victoria 3163  
Ref: JT:NH:220174



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../20.....

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

.....

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

This offer will lapse unless accepted within [ 25 ] 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 ...../...../20.....

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

.....

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

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



# Particulars of sale

## Vendor's estate agent

Name:

Address:

Email:

Tel:

## Vendor

Name: **ROSELLA PROJECTS PTY LTD (ACN 652 848 612) AS TRUSTEE FOR THE ROSELLA PROJECTS TRUST**

Address: 79B Asling Street Brighton Victoria 3186

## Vendor's legal practitioner

Name: **TISHER LINER FC LAW PTY LTD**

Address: Level 2, 333 Queen Street, Melbourne Victoria 3000

Email: [jtisher@tffc.com.au](mailto:jtisher@tffc.com.au)

Tel: (03) 8600 9333 Fax: (03) 9670 6359 Ref: JT:NH:220174

## Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Tel: .....

Email: .....

Tax File No: .....

- Tick box if property is purchased by Trustee for a Trust – see special condition 33
- If more than one purchaser, please indicate the basis on which the purchaser will buy the property:-
- Joint Tenants; or
- Tenants in Common in Equal Shares; or
- Tenants in common in the following percentages:
  - ..... %
  - ..... %

## Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX ..... Ref: .....

## Land (general condition 7)

The land is described in the attached copy title(s) and plan(s) as:

Lot No. ....

on proposed Plan of Subdivision 906646Y ("the Plan") and being part of the land described in the copy of the Register Search Statement - Volume 6014 Folio 647 and as attached to the Vendor Statement.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Lot ..... , 93-101 Poath Road Murrumbeena Victoria 3186

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

All fixtures and fittings will be provided in accordance with the Fittings and Finishes Schedule marked "Annexure B" attached hereto

**Upgrade Options (at additional cost)**

See Annexure A for list of Upgrade Options and Upgrade Price

**Payment**

Dwelling Price \$

Total Upgrade Price \$

**Price** \$

Deposit \$  10% payable by ..... / ..... /20.....  
(of which \$..... has been paid)

Balance \$  payable at settlement

**GST**

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)

Settlement is due on the later of:

- Fourteen (14) days after the Vendor or the Vendor's Legal Practitioner gives notice in writing to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer of registration of the Plan of Subdivision; and
- Fourteen (14) days after the Vendor or the Vendor's Legal Practitioner gives notice in writing to the Purchaser or the Purchaser's Legal Practitioner or Conveyancer of issue of the Occupancy Permit.

**Lease** (general condition 5.1)

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

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

a lease for a term ending on ..... / ..... /20.....with [ ..... ] options to renew, each of [ ..... ] years

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

**Loan** (general condition 20)

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

Lender:.....

(or another lender chosen by the purchaser)

Loan amount: no more than \$..... Approval date: ...../...../20.....

**PURCHASER MUST COMPLETE DETAILS BELOW:-**

**FOREIGN INVESTMENT INFORMATION**

The Purchaser declares that it:

- is an Australian Citizen or a person who holds a permanent resident visa
- Is a non Australian resident (foreign investor that requires approval) – see special condition 22.

Purchaser Nationality:.....

(Copy of passport is to be supplied)

The Purchaser warrants that the information provided above is true and correct.

**DEPOSIT PAYMENT METHOD**

The Purchaser will provide the Deposit by:

- paying the whole deposit by way of cash or bank cheque
- securing the whole deposit by way of Bank Guarantee
- paying part deposit in cash or bank cheque and securing the remainder of the deposit by way of Bank Guarantee.

**OWNER / OCCUPIER OR INVESTOR**

The Purchaser advises that it is:

- an Owner / Occupier
- Investor

# Annexure A

## Upgrade Options

# ROSELLA

MURRUMBEENA

## Customer Option Selection

Please tick option:

<input type="checkbox"/>	Fisher & Paykel – Integrated Fridge/Freezer 266 litres	\$2,750
<input type="checkbox"/>	Fisher & Paykel – Washing Machine 7.5 kg	\$1,100
<input type="checkbox"/>	Fisher & Paykel – Condenser Dryer 8 kg	\$1,300
<input type="checkbox"/>	Power point to car space from apartment switchboard	\$ 750
<input type="checkbox"/>	Extra Air conditioner to bedroom	\$4,200 each
<input type="checkbox"/>	Timber Floor to each additional bedroom, per bedroom	\$1,150
<input type="checkbox"/>	Premium joinery to underside front of Island bench	\$1,500
<input type="checkbox"/>	Fisher & Paykel – Double Door fridge to three bedroom apartment only	p.o.a.
	Total of Extras	\$

**Total of additional cost to be added to contract price**

# Special Conditions

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this Contract, unless the contrary intention appears or the context otherwise required:-

- 1.1.1 **Authority** means any government or other governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity.
- 1.1.2 **Balance** means the balance payable at Settlement as set out in the Particulars of Sale.
- 1.1.3 **Bank** means a bank as defined as an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth).
- 1.1.4 **Builder** means any registered builder appointed by the Vendor to carry out the works who is registered as a builder under the *Building Act 1993* (Vic).
- 1.1.5 **Building** means the building to be constructed on the land by the Builder.
- 1.1.6 **Building Legislation** means the *Building Act 1993* (Vic), the Building Code of Australia or the requirements of any Authority in relation to any improvements erected on the Land or any alterations or additions to the improvements.
- 1.1.7 **Building Works** means all the design, building and construction works to be carried out for the construction of a building comprising of the construction of a multi-story mixed use building and otherwise in accordance with special condition 15 and the Permit noting that the Vendor may vary the Building Works in accordance with the terms of the Contract and/or any variations to the Permit.
- 1.1.8 **Business Day** means any day on which trading banks (that expression is defined in section 5(1) of the *Banking Act 1959* (Cth)) are open in Melbourne for transaction of banking business.
- 1.1.9 **Completion** means completion of this Contract.
- 1.1.10 **Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the Land or the surrounding Environment:
- noxious or poisonous
  - harmful or potentially harmful to the health, welfare or safety of human beings;
  - poisonous, harmful or potentially harmful to animals, birds, wildlife, fish or other aquatic life;
  - poisonous, harmful or potentially harmful to plants or vegetation;
  - noxious, poisonous or offensive to these senses of human beings;
  - otherwise environmentally degraded; or
  - not comply with any Environmental Law.

- 1.1.11 **Contract** includes all parts of and schedules, annexures and exhibits to this Contract of Sale.
- 1.1.12 **Day of Sale** is the day by which both parties have signed this Contract.
- 1.1.13 **Deposit** means the amount described as the deposit in the Particulars of Sale.
- 1.1.14 **Development** means the development and subdivision of the Site.
- 1.1.15 **Development Plans** means the plans in Annexure C.
- 1.1.16 **DBCT Act** means the *Domestic Building Contracts Act 1995 (Vic) (as amended)*.
- 1.1.17 **Domestic Building Contract** means a major domestic building contract complying with the requirements of the DBCT Act.
- 1.1.18 **Environment** includes all aspects of the surroundings of human beings including:-
- the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
  - the biological characteristics of those surroundings, such as the animals, plants and other forms of life; and
  - the aesthetic characteristics of those surroundings, such as their appearance, sounds, smells, tastes and textures.
- 1.1.19 **Environmental Law** means a law (whether past, present or future) of any government agency (including statutes, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any law relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, groundwater, air emissions, air quality, hazardous substances (including, but not limited to, the lease, storage, discharge, disposal, arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspect of protection of the Environment or persons or Land.
- 1.1.20 **FIRB** means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of the FIRB Act.
- 1.1.21 **FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and any amendment to the FIRB Act.
- 1.1.22 **Fittings & Finishes Schedule** means the fittings & finishes schedule in Annexure B.
- 1.1.23 **Foreign Person** means a foreign person as defined in section 5 or section 21A of the FIRB Act or a person to whom 26A of the FIRB Act applies.
- 1.1.24 **Land** means the Land described in the Particulars of Sale as the Land sold.
- 1.1.25 **Occupancy Permit** means the occupancy permit issued by the building surveyor or an authorised entity either in respect of the Development or in respect to the Land.
- 1.1.26 **Optional Upgrades** means the Upgrades and Prices listed in Annexure A.



- 1.1.27 **Owners Corporation** means the Owners Corporation, (or if there is more than one owners corporation, is a reference to all of the owners corporations) which will come into existence on the Registration of the Plan.
- 1.1.28 **Permit** means planning permit application number (Permit number GE/DP-34934/2021) as amended from time to time.
- 1.1.29 **Plan** or **Plan of Subdivision** means proposed Plan of Subdivision No. 906646Y, a copy of which is attached to the Vendor Statement and includes any amendment or alteration of that Plan from time to time and, on Registration, means that Plan in the form in which it is registered.
- 1.1.30 **Price** or **Purchase Price** means the amount set out under the heading payment and next to the word Price in the Particulars of Sale.
- 1.1.31 **Property** means the property sold pursuant to this Contract. The terms Land and property are used intermittently throughout this Contract, however they all mean the Land.
- 1.1.32 **Purchaser** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Purchaser.
- 1.1.33 **Purchaser's Legal Practitioner or Conveyancer** means the person so described in the Particulars of Sale.
- 1.1.34 **Registration** means the issue of a notice by Land Registry stating that the Plan of Subdivision has been registered and the designation of separate title particulars for each lot on the Plan of Subdivision and **Registered** shall be read accordingly.
- 1.1.35 **Settlement** or **Settlement Date** means the date specified in the Particulars of Sale under the heading Settlement.
- 1.1.36 **Site** means the whole of the land in the Plan and contained in Register Search Statement - Volume 6014 Folio 647 situated at 93-101 Poath Road Murrumbeena Victoria 3186.
- 1.1.37 **Sunset Date** means the date which is forty-eight (48) months after the Day of Sale
- 1.1.38 **Surveyor** means the surveyor appointed by the Vendor to prepare the plan.
- 1.1.39 **Tax Act** means the *Taxation Administration Act 1953* (Cth).
- 1.1.40 **Vendor** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Vendor.
- 1.1.41 **Vendors Estate Agent** means the person so described in the Particulars of Sale.
- 1.1.42 **Vendor's Legal Practitioner** means the legal practitioner appointed by the Vendor and unless advised otherwise in writing on behalf of the Vendor, means the person/firm described in the Particulars of Sale.
- 1.1.43 **Vendor Statement** means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic) in accordance with Division 2 of Part II of that Act, a copy of which is attached.

## 1.2 Interpretation

Wherever appearing in this Contract:-

- 1.2.1 words importing persons shall include corporations;
- 1.2.2 words importing the singular include plural and vice versa;
- 1.2.3 words importing the masculine gender shall include all genders as the case may require;
- 1.2.4 references to statutes shall include any statutes amending consolidating or replacing the same;
- 1.2.5 any headings are for ease of reference only and shall not affect the construction of this Contract;
- 1.2.6 references to a party include that party's legal personal representatives and successors.
- 1.2.7 references to section 32 statement and Vendor Statement are used intermittently throughout this Contract and both mean and refer to a statement required to be given by a Vendor under section 32 of the *Sale of Land Act 1962* (Vic) in accordance with Division 2 of Part II of that Act.

## **2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE**

The parties agree as follows:

- 2.1 General conditions 6.4, 9, 12, 15, 16, 21, 22, 29, 31.2, 31.3, 31.4, 31.5, 31.6, 35.3(b) & 35.3(c) are deleted.
- 2.2 General condition 6.5 is amended by deleting the words "*and 6.4*".
- 2.3 General condition 28 does not apply to any amounts to which sections 10G and 10H of the *Sale of Land Act 1962* (Vic) applies.
- 2.4 General condition 33 is amended by deleting the reference to "*2%*" and inserting "*4%*".
- 2.5 General condition 35.4(c) shall be amended by deleting the words "*one year*" and inserting the words "*three years*".

## **3. ACKNOWLEDGMENTS**

- 3.1 The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given by the Vendor a Vendor Statement in writing executed by the Vendor.
- 3.2 The parties hereto acknowledge and agree that no information representation or warranty prior to the execution of this Contract has been or will be relied upon and that any prior agreement (either oral or in writing) is hereby rescinded and that this Contract is the sole and full repository of the agreement between the Vendor and the Purchaser. Any subsequent agreement to the variation of the terms of this Contract may be made in writing with the consent of the Vendor and Purchaser only.

## **4. APPORTIONMENT OF PURCHASE PRICE AND FRACTIONAL INTERESTS**

The Purchaser acknowledges and agrees that:

- 4.1 neither the Vendor nor anyone on its behalf shall be deemed to have made any warranty to the Purchaser as to the amount of stamp duty which shall be assessed and payable by the Purchaser in connection with this sale and transfer of the Land;
- 4.2 the Purchaser has made his own enquiries and investigations with regard to stamp duty and is liable for all stamp duty assessed in relation to the transfer whether assessed at the present value of the Land or otherwise;
- 4.3 the Purchaser is not entitled to make any requisition, objection or claim in respect of or in any way connected with the stamp duty payable on the transfer and is not entitled to delay or postpone Settlement or retain any part of the Balance of the Price as a result of any legislative amendment or any ruling or determination made by the state revenue office after the Day of Sale affecting the stamp duty payable on the transfer;
- 4.4 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure that the Contract correctly records at the date of sale the proportions in which they are buying the Land ("the proportions");
- 4.5 If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation;
- 4.6 The Purchasers fully indemnifies (both jointly and severally) the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract; and
- 4.7 This special condition will not merge on completion.

## **5. PURCHASER'S INSPECTION / WARRANTIES / ACKNOWLEDGMENTS**

- 5.1 The Purchaser acknowledges that he has inspected the Land hereby sold. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquires, the Purchaser:
  - 5.1.1 accepts the Land as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
  - 5.1.2 is satisfied about the purposes for which the Land may be used and about all restrictions and prohibitions on its development.
- 5.2 The Purchaser acknowledges that:
  - 5.2.1 except for any disclosure by the Vendor or the Vendor's Estate Agent to the Purchaser in accordance with the provisions of the *Sale of Land Act 1962 (Vic)* (as amended), no information, representation or warranty by the Vendor or the Vendor's Estate Agent (apart from those statements contained in the Vendor Statement, a copy of which is annexed to this Contract) was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and the Purchaser enters into this Contract solely on the basis of its own enquires and investigations relating to the Land;
  - 5.2.2 no information, representation or warranty has been so relied upon;
  - 5.2.3 there is no other contract, agreement or collateral warranty existing at the time of execution of this Contract which relates to the Land or the purchase of the Land by the Purchaser;
  - 5.2.4 this Contract and the original Vendor Statement are the sole and full repository of the agreement between the Vendor, the Vendor's Estate Agent and the Purchaser;

- 5.2.5 it has not relied upon any information contained in any information memorandum, marketing material, brochure or advertisement prepared by or on behalf of the Vendor in relation to the sale of the Land;
- 5.2.6 any photographs and other images created for the marketing of the Development are for illustrative purposes only and cannot be relied upon by the Purchaser including without limitation, all colours, façade design and colouring, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
- 5.2.7 the area and dimensions of any display suite or model of the Development are not representative of actual area or dimensions of the Lot or any part thereof;
- 5.2.8 the information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans, images and representations are indicative only;
- 5.2.9 it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent;
- 5.2.10 it is not prohibited by or under any law including without limitation the FIRB Act from entering into or completing this Contract;
- 5.2.11 the Vendor does not and has not made any warranty as to the availability of any building allowances or depreciation under the *Income Tax Assessment Act 1997* (Cth) (as amended);
- 5.2.12 Settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Land or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this special condition; and
- 5.2.13 it will not make any requisition or objection or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation.
- 5.3 The Vendor gives no warranty:
- 5.3.1 that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation;
- 5.3.2 as to the use to which the Land may be put;
- 5.3.3 that the use to which the Vendor has previously put the Land is permissible or permissible only with the consent of any authority under or pursuant to any statute, ordinance, regulation, by-law, town planning scheme or interim development order or other enactment or order of the Court and the Purchaser must obtain any use consent at the Purchaser's own expense; and
- 5.3.4 in respect to the ceiling height of the Land or any lot in the Development.
- 5.4 The Purchaser acknowledges that it may have been given photographs or other images as part of the marketing materials. Such materials may include potential views that may be available from the completed Development and/or the Land. The Purchaser acknowledges that:
- 5.4.1 any photographs or images depicting potential views were reasonably anticipated as at the date that the photographs were created which is before the Day of Sale;

- 5.4.2 the Vendor has no control over any developments surrounding or near the Development and the development of nearby properties may affect the actual views available; and
  - 5.4.3 the Plan or the Development Plans may be amended in accordance with the terms of this Contract.
- 5.5 The Purchaser acknowledges that the Vendor has the right to:
- 5.5.1 grant a mortgage or charge over the Development and/or the Land which may be affected by the Development;
  - 5.5.2 sell the Development and novate its rights pursuant to this Contract;
  - 5.5.3 deal with its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment.
- 5.6 The Purchaser acknowledges and accepts that the areas (if any) represented to the Purchaser in writing, orally or in electronic form, either by the Vendor, the Agent or any marketing material provided to the Purchaser as being the indicative areas comprising the apartment and any external areas such as terraces (if applicable) are calculated based on the guidelines for measuring residential property (with decimal points rounded to the nearest whole number unless it is a midpoint decimal, such as 0.50) prepared by the Property Council of Australia's Method of Measurements for Residential Property (version 2006) ("PCA Method of Measurement), a copy of which is obtainable from the Property Council of Australia, Victoria Division, Level 7, 136 Elizabeth Street, Melbourne, Victoria. The Purchaser further acknowledges that such indicative areas are estimates only and are not binding and that the Purchaser has made their own enquiries and satisfied themselves in this regard.
- 5.7 The Purchaser shall make no objection, claim compensation or delay payment of the Balance because of anything in connection with:
- 5.7.1 any of the matters referred to in this special condition 5;
  - 5.7.2 any Contaminant on the Land or Development;
  - 5.7.3 any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Land;
  - 5.7.4 the roof or surface water drainage from the Land being connected to a sewerage service;
  - 5.7.5 there being or not being an easement or other right in respect of a service for the Land being a joint service or passing through another Land, or any service for another Land passing through the Land ("service" includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 5.7.6 the condition or existence or non-existence of services; and
  - 5.7.7 the postal address that the council determines for the Land and/or Development.

## 6. **PLANNING RESTRICTIONS**

- 6.1 The Purchaser accepts the Land subject to:
- 6.1.1 All existing and proposed restrictions affecting the use, development or enjoyment of the Land under any act, environment planning instrument or deemed environmental planning instrument or resolution of a responsible authority made or which may later be made under the *Local Government Act 1989* (Vic), the *Planning and Environment Act 1987* (Vic), the *Environment Protection Act 1970* (Vic), the conditions of any planning permit or other act, planning approval or instrument applicable to the Land;

- 6.1.2 The lot entitlement and the lot liability set out on the Plan;
  - 6.1.3 The rules contained in the *Owners Corporation Regulations 2007 (Vic)* as may have been amended from time to time;
  - 6.1.4 All easements (registered or otherwise) and any other encumbrances affecting the whole or part of the Land described in Register Search Statement - Volume 6014 Folio 647;
  - 6.1.5 All easements expressed or implied affecting the Land sold by virtue of the *Sale of Land Act 1962 (Vic)* or the Plan; and
  - 6.1.6 The Plan or the covenants or other similar restrictions affecting the whole or any part of the land described in the Plan or otherwise affecting the Land sold on the Settlement date.
- 6.2 The Purchaser shall take title subject to all such restrictions and conditions described in paragraph 6.1.1 hereof and shall not make any requisition or objection or claim on that ground any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the Land.
- 6.3 The restrictions and conditions described in special condition 6.1.1 hereof do not constitute a defect in the Vendor's title to the Land.
- 6.4 The Purchaser acknowledges having been made specifically aware of the terms of the Permit which are attached to the Vendor Statement.
- 6.5 Section 10(1) of the *Sale of Land Act 1962 (Vic)* does not apply in respect of the final location of any easements shown on the Plan and subject to the provisions of the *Sale of Land Act 1962 (Vic)* the Vendor may vary the final location of any easement shown on the Plan.
- 6.6 The Vendor may at its discretion further vary the terms of the Permit and the Development Plans. If such variation involves an amendment to the Plan, the Vendor will serve notice of any amendment to the Plan pursuant to section 9AC of the *Sale of Land Act 1962 (Vic)*.

## **7. ZONING**

The Land is sold subject to any restriction as to user under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

## **8. LAND & GOODS**

Title to the Land and the Goods shall not pass to the Purchaser until payment in full of the Price is made by the Purchaser to the Vendor.

## **9. DEPOSIT**

In the event that the Plan referred to herein has not been registered by Land Registry:

- 9.1 The deposit moneys payable pursuant to this Contract of Sale shall not exceed ten per cent (10%) of the Price and if the particulars of sale provide otherwise, then same shall be modified in accordance with this clause;
- 9.2 The deposit monies are to be held on trust for the Purchaser until registration of the Plan and parties authorise the Vendor's Legal Practitioner to invest the Deposit or part of it with a Bank subject at all times in compliance with section 9AA of the *Sale of Land Act 1962 (Vic)*. The parties agree not to make any claim against the Vendor's Legal Practitioner in relation to the investment of the Deposit or part of it under this special condition;

- 9.3 The parties agree as follows:
- 9.3.1 In this special condition "interest" means interest payable on the Deposit or that part of it invested under the special condition less all appropriate Bank charges, legal costs incurred in the administration of the account and duties or taxes payable in relation to the investment, the interest, and their withdrawal;
  - 9.3.2 The Vendor is entitled to any interest which accrues on the Deposit unless the Purchaser is entitled to a refund of the Deposit, in which case, the Purchaser is entitled subject to special condition 9.3.4, to the interest;
  - 9.3.3 The Purchaser must within fourteen (14) days from the Day of Sale provide the Vendor's Legal Practitioner such details of the Purchaser including but not limited to the Purchaser's tax file number, Australian Business Number, Australian Company Number and particulars of directors as may be required to satisfy the obligations herein; and
  - 9.3.4 If the Purchaser becomes entitled to a refund of the Deposit and the Purchaser has not provided its tax file number, the Vendor will pay to the Purchaser an amount equal to that interest less an amount equal to the Vendor's estimate of its liability for income tax on that interest;
- 9.4 A party must not make any claim against the Vendor's Legal Practitioner for taxes deducted from any interest referred to in this special condition because of failure of a party to give its tax file number to the Bank with which the Deposit is invested; and
- 9.5 Upon the Registration of the Plan or if same shall have been Registered prior to this Contract of Sale being signed, the deposit payable pursuant to this Contract of Sale shall be dealt with in accordance with sections 24, 25, 26 and 27 of the *Sale of Land Act 1962 (Vic)*.

## 10. **BANK GUARANTEE**

The Vendor may at its sole discretion accept the provision of a bank guarantee for the full amount of the Deposit or for that part of the Deposit which was not paid upon the signing hereof issued by a Bank as defined by the *Commonwealth Banks Act 1959 (Cth)* or any Act amending or replacing that Act as being payment in full of the Deposit or the relevant part thereof subject to:

- 10.1 The bank guarantee is from a bank or institution acceptable to the Vendor;
- 10.2 The bank guarantee is in favour of the Vendor's Legal Practitioner;
- 10.3 The bank guarantee is provided to the Vendor's Legal Practitioner no later than the date the Deposit is due;
- 10.4 The bank guarantee being valid and enforceable for at least fifty (50) months from the Day of Sale;
- 10.5 At any time should the Purchaser breach any of the terms and conditions of this Contract, the Purchaser acknowledges that the Vendor may instruct the Vendor's Legal Practitioner to call upon the bank guarantee and monies paid by the Purchaser's bank shall be held on trust for the party properly entitled to it and for the Purchaser until the Plan is registered, subject to section 9AA of the *Sale of Land Act 1962 (Vic)*;
- 10.6 The Vendor or Vendors Legal Practitioner shall not be deemed to have accepted a bank guarantee merely by reason of its receipt by the Vendor, the Vendor's Legal Practitioner or the Vendor's Estate Agent;
- 10.7 The Vendor's Legal Practitioner will hold the bank guarantee on trust for the Purchaser in accordance with section 9AA of the *Sale of Land Act 1962 (Vic)* until the earlier of the registration of the Plan or the Purchaser defaults under the Contract and the Vendor is entitled to the proceeds under the bank guarantee;

- 10.8 If the Purchaser directs the Vendor's Legal Practitioner to draw down on the bank guarantee prior to settlement, the Vendor's Legal Practitioner may in its sole discretion (without being obliged to do so) agree to draw down on the bank guarantee and such funds shall be held on trust for the party properly entitled to it and for the Purchaser until the Plan is registered, subject to section 9AA of the *Sale of Land Act 1962* (Vic). If the bank guarantee is so drawn down, the Purchaser shall be required to pay the Vendor's legal costs fixed at \$550.00 inclusive of GST; and
- 10.9 The Purchaser must pay the Deposit to the Vendor's Legal Practitioner in clear funds on the first to occur of:
- 10.9.1 the Settlement Date; and
- 10.9.2 any earlier date on which the Vendor rescinds or otherwise terminates this contract due to a default by the Purchaser having regard to the relevant provisions the *Sale of Land Act 1962* (Vic).

When the Purchaser pays the Deposit in accordance with this special condition 10.9, the Vendor's Legal Practitioner will return the bank guarantee to the Purchaser.

## 11. **REGISTRATION OF PLAN**

- 11.1 The Vendor shall lodge the proposed Plan with the relevant Council and upon the same being certified by the said Council and released to the Vendor or its Surveyors by the said Council, shall forthwith cause same to be lodged at the Land Titles Office for Registration.
- 11.2 The Vendor may, in its absolute discretion determine to appoint an alternate Surveyor or alternate Surveyors.
- 11.3 The Vendor reserves the rights to make any alterations in and to the said Plan to secure its Registration by the Land Titles Office. Subject to the provisions of the *Subdivision Act 1988* (Vic) and section 9AC of the *Sale of Land Act 1962* (Vic), no objection or requisition shall be made by the Purchaser on the grounds that the measurements on the said Plan as finally accepted by the Land Titles Office do not accord with the said Plan as annexed to the Vendor's Statement annexed hereto.
- 11.4 The period between the Day of Sale and the Sunset Date is the specified period for the purposes of section 9AE(2) of the *Sale of Land Act 1962* (Vic).
- 11.5 In the event that the Plan is not Registered by the Land Titles Office by the Sunset Date, then:
- 11.5.1 the Purchaser may at any time after the Sunset Date but before Registration of the Plan, rescind the Contract whereupon the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser and neither party shall otherwise have any claim, demand or right of action whatsoever against the other; and/or
- 11.5.2 the Vendor may, at any time after the Sunset Date but before Registration of the Plan, by notice in writing delivered to the Purchaser in accordance with the terms of Section 10B(3) of the *Sale of Land Act 1962* (Vic) request that the Purchaser consent to the rescission of this Contract whereupon if such consent is provided, the Contract shall be at an end and the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser and neither party shall otherwise have any claim, demand or right of action whatsoever against the other.
- 11.6 For the purposes of Section 10F of the *Sale of Land Act 1962* (Vic):



- 11.6.1 the Vendor is required to give notice of a proposed rescission of this Contract under special condition 11.5.2; and
  - 11.6.2 the Purchaser has the right to consent to the proposed rescission of this Contract but is not obliged to consent; and
  - 11.6.3 the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
  - 11.6.4 the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.
- 11.7 In the event that the Purchaser does not consent to the Vendor's request referred to in special condition 11.5.2, the Purchaser acknowledges and agrees that the Vendor may apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this Contract in accordance with Section 10E of the *Sale of Land Act 1962* (Vic).

## **12. SUBDIVISION PROVISIONS**

- 12.1 If at any time from the Day of Sale:
- 12.1.1 The Vendor is refused (or forms the view that it is likely to be refused) any permit required to enable the subdivision in accordance with the Plan of Subdivision to proceed or to enable the Development to proceed in accordance with the Plans and Specifications or required to enable construction of the Building Works; or
  - 12.1.2 Any such permit contain conditions which the Vendor in its sole discretion deems unsatisfactory or unacceptable; or
  - 12.1.3 The Council fails for any reason to certify the Plan of Subdivision; or
  - 12.1.4 Any requirement imposed on the Registration of the Plan of Subdivision is in the opinion of the Vendor too onerous to perform; or
  - 12.1.5 For any reason the Vendor (acting reasonably) determines that it will not proceed with the construction of the Building (excluding demolition and ground works); or
  - 12.1.6 And prior to the commencement of the construction of the Building, the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor;
- then the Vendor may by notice in writing delivered to the Purchaser rescind this Contract whereupon the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser and neither party shall otherwise have any claim, demand or right of action whatsoever against the other.
- 12.2 In addition to the rights set out above, the Vendor may at any time prior to commencement of the construction works, terminate this Contract by notice in writing to the Purchaser whereupon the deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser. If the Vendor exercises such rights, it shall not be required to compensate the Purchaser in any way whatsoever and neither party shall otherwise have any claim, demand or right of action whatsoever against the other. For the purpose of this special condition, construction works means, excavation works on the Site.
- 12.3 Subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract on the grounds that the Vendor exercises its rights pursuant to its rights under special conditions 11 or 12 or because the said Plan as Registered does not accord with the said Plan as disclosed in the Vendor Statement in respect of the following:

- 12.3.1 any variations between the lots sold by this Contract and the corresponding lots as shall be shown on the said Plan when Registered;
  - 12.3.2 any variations between the number, size or location of lots or common property as presently appearing on the said Plan and as shall appear on the said Plan when Registered;
  - 12.3.3 any variations made to structural column size presently appearing on the said Plan and as shall appear on the Plan when registered;
  - 12.3.4 any alteration made prior to Registration of the said Plan to the schedule of lot entitlement and the schedule of lot liability or to either of them as presently shown on the said Plan in respect of any lot;
  - 12.3.5 any alleged misdescription of the Land or deficiency in its area of measurements; or
  - 12.3.6 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially and detrimentally affect the Purchaser.
- 12.4 The Purchaser agrees that any alteration to the Plan which results in a change to the area of the Property of less than 5% as determined by the PCA Method of Measurement is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser.
- 12.5 The Land is sold and the Purchaser shall take title to it subject to the provisions of the *Subdivision Act 1988* (Vic) and subject to and on the basis of:
- 12.5.1 the lot entitlement and the lot liability set out in the said Plan in respect of the lot or lots contracted to be sold ("Lot");
  - 12.5.2 the respective lot entitlement and lot liabilities of all other lots in the said Plan with respect to each other and with respect to the Lot;
  - 12.5.3 all easements and other encumbrances or restrictions whether express or implied which affect the Lot or the common Land by virtue of the *Subdivision Act 1988* (Vic); and
  - 12.5.4 the rules and regulations applicable under the *Subdivision Act 1988* (Vic) (together with variations).
- 12.6 If there is a car park lot, the parties acknowledge and agree that the Vendor may at its sole discretion alter the position of the car park lot including but not limited to, relocating the car park lot or providing a car park stacker as opposed to a separate car park lot. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.
- 12.7 If there is a storage lot, the parties acknowledge and agree that the Vendor may at its sole discretion alter the position of the storage lot including but not limited to, relocating the storage lot or providing a separate storage lot. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.
- 12.8 Where the Land includes a separate car park lot and/or storage lot, the parties acknowledge that the Plan may be amended prior to certification by either the Vendor at its discretion or at the direction of the relevant Council, to provide for the lot on the Plan to be noted in parts where one certificate of title will be provided at settlement which incorporates the unit lot as a part title and/or the car park lot (if this has been purchased) as a part title and/or the storage lot (if this has been purchased) as a part title. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.

- 12.9 Subject to section 9AC of the *Sale of Land Act 1962* (Vic), the Purchaser acknowledges that the Vendor may before or after Settlement amalgamate or merge any lots on the Plan, create or reduce the number of lots on the Plan and/or reduce or increase the size of any common area on the Plan. The Purchaser shall not be entitled to make any requisition, objection or claim compensation or to rescind or determine this Contract as a result of the matters contained in this special condition.

### 13. **OWNERS CORPORATION**

- 13.1 The Purchaser acknowledges and understands that:
- 13.1.1 The Owners Corporation will commence activities upon Registration of the Plan of Subdivision;
  - 13.1.2 The Purchaser will become a member of the Owners Corporation upon Settlement;
  - 13.1.3 The Purchaser will be required to pay levies to the Owners Corporation. The Purchaser acknowledges that the estimated contributions for fees/levies contained in the Vendor Statement are an estimate only and the Purchaser cannot delay settlement or seek compensation as a result of any change. The Purchaser acknowledges that the fees or levies will be determined as soon as practicable after registration of the Plan;
  - 13.1.4 The Purchaser buys subject to the Owners Corporation model rules contained in the *Owners Corporation Regulations 2018* (Vic) (as amended) and the Owners Corporation Rules (if applicable), which may alter prior to Settlement but only to the extent necessary to facilitate and enhance the quality of the development, as determined by the Vendor;
  - 13.1.5 The Vendor will appoint a managing agent for the Owners Corporation;
  - 13.1.6 The Vendor will arrange for the Owners Corporation to take out the required insurance on Registration of the Plan;
  - 13.1.7 The Vendor intends to adopt the Owners Corporation Rules (if applicable) and reserves its rights to amend such rules or make new owners corporation rules prior to Settlement;
  - 13.1.8 The Vendor may at its discretion conduct any marketing activities whatsoever in the Development including but not limited to placing signs in and about the Development;
  - 13.1.9 The Vendor may vote in favour of resolutions of the Owners Corporation after the Plan has registered but prior to Settlement to:
    - (a) Grant rights and give consent, direction and permission for the management and administration of the Owners Corporation and the common property;
    - (b) Grant rights including by way of a licence, lease or easement over the common property;
    - (c) Further subdivide or dispose of the common property or any lots under section 32 or any other provision of the *Subdivision Act 1988* (Vic). The Vendor acknowledges and agrees that if any amendment to the Plan is required as a result of this special condition, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962* (Vic); and
    - (d) Introduce a special levy for the purpose of purchasing furniture and/or equipment that may be required to be installed in the Common Property to facilitate and enhance the quality of the Development as may be determined by the Vendor in

its sole discretion. If a special levy is introduced, the Purchaser will be required to pay such levy when it falls due; and

- 13.1.10 The Vendor may (but is not obliged to) cause the Owners Corporation to enter into agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the right to provide the Development with services, utilities and amenities.
- 13.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay Settlement for any matter affecting the Land under the *Subdivision Act 1988* (Vic) or as a result of the provisions set out in special condition 13 hereof.
- 13.3 The Vendor may in its sole discretion for the benefit of the development procure additional owners corporation rules (in addition to or in place of the Owners Corporation Rules (if applicable)) to be adopted at the first meeting of the Owners Corporation. A copy of any additional owners corporation rules will be provided to the Purchaser prior to Settlement (if applicable). The Purchaser shall not be entitled to make any claim against the Vendor in relation to the additional owners corporation rules and the Purchaser shall not be entitled to delay Settlement if the additional rules are not provided to the Purchaser prior to Settlement.
- 13.4 The Purchaser acknowledges and agrees that while the Vendor remains the owner or occupier of any part or parts of the Development:
- 13.4.1 the Purchaser will not exercise any of the Purchaser's rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as would:
- (a) hinder the completion of the construction of any building forming part of the Development; or
  - (b) hinder the Vendor's marketing activities relating to the sale of any lots in the Development owned by the Vendor; or
  - (c) delay, impede or prevent the passage of any special resolution for any proposal for the Owners Corporation to adopt any owners corporation rules; or
  - (d) delay, impede or prevent the Owners Corporation entering into any agreement affecting the common land of the Owners Corporation if reasonably required by the Vendor; or
  - (e) be contrary to the reasonable directions of the Vendor from time to time; and
- 13.4.2 the Purchaser will exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time;
- 13.4.3 any owners corporation rules that may apply or subsequently be adopted will not apply to or be enforceable against the Vendor (or its agents, employees and contractors) where to do so would hinder or prevent the Vendor from carrying out any:
- (a) repair works relating to the Development which the Vendor is obliged to carry out hereunder;
  - (b) works the Vendor requires to perform relating to the Development; and/or
  - (c) marketing activities relating to the sale of any lots in the Development; and
- 13.4.4 the Purchaser hereby grants the Vendor (and its agents, employees and contractors) the right to access the buildings comprising the Development (including the Land purchased by the Purchaser if necessary) and the common property of the Owners Corporation for the purposes of carrying out any:

- (a) repair works relating to the Development which the Vendor is obliged to carry out hereunder;
  - (b) works the Vendor requires to perform relating to the Development; and/or
  - (c) marketing activities relating to the sale of any lots in the Development owned by the Vendor.
- 13.5 The Purchaser acknowledges and consents that the Vendor or a related party may receive a fee from a party who contracts with the Owners Corporation for the introduction of such party to the Development and the entering into by the Owners Corporation to an agreement for such party to provide services for the Development or for rights obtained in relation to the Development and Owners Corporation.
- 13.6 Without limiting any right of the Vendor:
- 13.6.1 The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this special condition 13; and
  - 13.6.2 The Purchaser agrees that the Vendor will be entitled to orders for specific performance if the Purchaser fails to comply with its obligations under this special condition 13.

#### **14. CAVEAT/PRIORITY NOTICE RESTRICTIONS**

- 14.1 The Purchaser shall not prior to Settlement lodge or allow any person claiming through him or acting on his behalf to lodge any caveat and/or priority notice over or with respect to the Land hereby sold or the parent title described in the particulars of sale. The Purchaser further hereby acknowledges and understands that lodging a caveat or priority notice in breach of this condition may delay and prevent the Registration of the Plan and/or delay Settlement.
- 14.2 The Vendor hereby notifies the Purchaser that the lodgement of a caveat and/or priority notice will cause extensive loss and damage to the Vendor including, without affecting the generality of the foregoing:
- 14.2.1 Payment of interest and charges pursuant to existing finance arrangements and/or further finance to be arranged in case of delay at a rate which may exceed the existing Banks' benchmark rate by five per centum;
  - 14.2.2 The loss of existing sales of other units in the Plan pursuant to the rights of other Purchasers to avoid Contracts in the event that the Plan is not Registered within the time specified in such Contracts; and
  - 14.2.3 Any other loss or damage that the Vendor suffers as a result of delays in settlement of any Lots in the Development.
- 14.3 The Purchaser indemnifies and keeps the Vendor indemnified from and against all loss and damage which the Vendor may suffer as a result of the breach by the Purchaser of this Special Condition 14.
- 14.4 If the Purchaser breaches this condition, the Purchaser irrevocably appoints the Vendor and/or the Vendor's Legal Practitioner as its joint and several attorneys to execute all forms necessary to withdraw the caveat and/or priority notice lodged by the Purchaser.

#### **15. BUILDING WORKS**

- 15.1 The Vendor will enter into a Major Domestic Building Contract with the Builder and shall cause the Builder to carry out and complete the Building Works under the Major Domestic Building

Contract as defined in DBCT Act in accordance with the Development Plans attached to the Contract. The Builder is to be appointed by the Vendor at its sole discretion.

- 15.2 The Purchaser acknowledges that the Development Plans and Fittings & Finishes Schedule may be amended from time to time by the Vendor. The Purchaser must not make any requisition or objection, rescind or terminate this Contract or seek any compensation or delay Settlement as a result of the variation or alteration. Variations for the purpose of this condition include but are not limited to:
- 15.2.1 substitution of the fixtures, fittings, finishes and appliances (if any) specified in the Fittings and Fittings Schedule;
  - 15.2.2 changes in the sizes or design of balconies or other similar structures;
  - 15.2.3 changes in the size, nature or location of the common property contained on the Plan and to the extent the Plan is amended, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962 (Vic)*;
  - 15.2.4 any change as a result of site conditions encountered; or
  - 15.2.5 variations which the Vendor's architect or Builder considers necessary to comply with good building practice.
- 15.3 The Purchaser acknowledges that the materials used in the construction of the Property may:
- 15.3.1 exhibit variations in the colour, shade, finish, texture, markings or the like or contain natural fissures, indentations, lines and may fade or change over time;
  - 15.3.2 distort, contract and/or expand over time as a result of exposure to heat, cold, weather or the like;
  - 15.3.3 be disfigured or damaged by impact and/or scratching and or other means;
  - 15.3.4 be subject to shade variations;
  - 15.3.5 be subject to manufacture batching; and/ or
  - 15.3.6 comprise natural products such as stone, timber and the like.
- 15.4 The Building Works (insofar as they relate to the Land) shall be deemed to be completed when the Vendor notifies the Purchaser or the Purchaser's Legal Practitioner of the issue of the Occupancy Permit.
- 15.5 The Vendor or Builder may vary the Building Works and/or the Permit to comply with the requirements of Council or any Authorities and may make any variations which the Vendor or Builder consider reasonable provided the variation does not materially affect the Land. This includes, but is not limited to amending the Plan and Development Plans to combine or extend the size of any unsold units / lots on the Plan. To the extent the Plan is amended, the Vendor will serve notice of the amendment of the Plan on the Purchaser pursuant to section 9AC of the *Sale of Land Act 1962 (Vic)*.
- 15.6 The Vendor or Builder may without reference to the Purchaser make any change to the Fittings & Finishes Schedule, but any replacement item shall as near as possible, be of similar quality or standard.
- 15.7 The Purchaser acknowledges and agrees that he will not:

- 15.7.1 object to the Builder or any other builder engaged by the Vendor from having access to the Development or the Land in order to complete the Development;
  - 15.7.2 object to, hinder, prevent, obstruct or do any act or thing that may prevent or interfere with the building works being carried out by the Builder or any builder engaged by the Vendor and any dust, noise or discomfort that may arise from the Building Works;
  - 15.7.3 institute proceedings, claim any compensation for any matter arising in respect of the Building works being carried out or any disruption, noise or discomfort arising from these Building Works;
  - 15.7.4 make any requisition, seek compensation or delay settlement as a result of any of the matters set out in this special condition 15 hereof (inclusive); and
  - 15.7.5 that this clause will not merge with Settlement and shall enure for the benefit of the Vendor.
- 15.8 The parties agree that any upgrades are only provided in circumstances where the upgrades are ticked in Annexure A and the amount is included in the particulars of sale under the Total Upgrade Price. If this does not occur, then the Purchaser acknowledges that there are no upgrades to be included.

**16. DEFECTS LIABILITY PERIOD**

- 16.1 The Vendor will use reasonable endeavours to attend or cause the Builder to attend to rectification of any defects in any part of the Building Works which are due to defective materials or faulty workmanship provided the Purchaser has notified the Vendor in writing of the defects within three (3) months from the Settlement Date.
- 16.2 The obligations of the Vendor under this special condition will cease upon the expiration of the three (3) month period, or the satisfactory rectification of the defects, whichever is the later.
- 16.3 The Purchaser shall not be entitled to delay or refuse Settlement on the grounds that there are minor defects or omissions in any part of the Building Works.
- 16.4 For the purposes of this special condition, the Purchaser must provide the Vendor and the Builder with access to the Land at all reasonable times for the purpose of rectifying the defects notified.

**17. PRE SETTLEMENT INSPECTION**

- 17.1 The Purchaser acknowledges and agrees that due to occupational health and safety reasons, only one inspection of the Land will be permitted prior to settlement and such inspection will be:
  - 17.1.1 at a time and date nominated by the Vendor or a representative or agent of the Vendor; and
  - 17.1.2 in the presence of the Vendor or a representative or agent of the Vendor.
- 17.2 The Purchaser shall not be entitled to make any requisition or objection, claim compensation or refuse or delay Settlement for any matter affecting the pre settlement inspection process.

**18. SELLING ACTIVITIES**

The Purchaser acknowledges and agrees that:

- 18.1 both before and after the Settlement Date, the Vendor and any person authorised by the Vendor are entitled to and may conduct marketing, leasing and selling activities in and on the Site in such a manner as the Vendor may in its sole discretion determine and may place and maintain, on and about the Site, signs in connection with those marketing leasing and selling activities; and

- 18.2 any display suite constructed by the Vendor on Site is for marketing purposes only and the Vendor makes no representation that the display suite is constructed in accordance with the Fittings and Finishes Schedule and Developments Plans attached to the Contract.

This clause shall not merge on Settlement and will enure for the benefit of the Vendor.

**19. NATURAL SURFACE OF LAND**

The Vendor notifies the Purchaser pursuant to the provisions of section 9AB of the *Sale of Land Act 1962* (Vic) of details affecting the natural surface level of the Land or any Land abutting the Land which is in the same subdivision as the property which to the Vendor's knowledge are as at the Day of Sale being carried out or proposed to be carried out on the Land. Details are as follows:

- 19.1 excavations required for footings and the basement for the construction of the Building Works; and
- 19.2 as may be disclosed in any plans attached to this Contract or to the Vendor Statement; and
- 19.3 details of the excavation works may also be inspected by the Purchaser at the Vendor's offices at a mutually agreed time with the Vendor.

**20. ENVIRONMENTAL MATTERS**

From the Settlement Date, the Purchaser:

- 20.1 acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or Land resulting in any way from the use of the Land or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Land;
- 20.2 releases and discharge the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
- 20.3 indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action.

This special condition will not merge on Completion but shall enure for the benefit of the Vendor.

**21. VENDOR ASSIGNING RIGHTS**

- 21.1 The Vendor may assign the Vendor's rights under the Contract or in the Land to another party ("the Assignee").
- 21.2 If the Vendor assigns its rights under this Contract or in the Land to the Assignee, the Purchaser is bound by and must perform all of the Purchaser's obligations under or arising out of the Contract then remaining to be performed in favour of the Assignee.



- 21.3 If the Vendor assigns the Vendor's rights under this Contract or in the Land to the Assignee and the Purchaser has provided the Deposit by way of Bank Guarantee, the Purchaser must provide a replacement Bank Guarantee in favour of the Assignee's Legal Practitioner within fourteen days of being requested in writing (and otherwise in accordance with the terms of the Contract).
- 21.4 If the Vendor deems it appropriate to have a deed signed by the Purchaser (to assign such rights) on terms required by the Vendor, the Purchaser will sign such deed on request by the Vendor within five (5) business days of a written request.
- 21.5 The Purchaser cannot make any claim, requisition or demand in respect of any of the matters set out in this special condition and the Purchaser is not entitled to delay settlement or rescind the Contract as a result of the Vendor assigning its rights under this Contract.

## **22. FOREIGN INVESTMENT LEGISLATION**

The Purchaser (and nominee if a nominee is nominated):

- 22.1 warrants that it is not prohibited by the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Regulations 1989* (Cth), the *Foreign Acquisitions and Takeovers Regulations 2015* (Cth), or any other legislation (together, "Foreign Investments Legislation") or the Foreign Investments Review Board ("FIRB") from purchasing the Land;
- 22.2 warrants that it has obtained all necessary consents and authorisations required by the Foreign Investments Legislation and the FIRB to enter into this Contract (if applicable);
- 22.3 agrees to pay and be responsible for any fees, costs, payments, penalties or other expenses payable in accordance with the requirements of the Foreign Investments Legislation and the FIRB;
- 22.4 indemnifies and releases the Vendor and agrees to keep the Vendor indemnified and held harmless with respect to any breach of special condition 22.1, 22.2 and 22.3 or a breach of the Foreign Investments Legislation;
- 22.5 will (if applicable) within seven (7) days of the Day of Sale, provide to the Vendor's Legal Practitioner a copy of FIRB approval obtained for the purchase of Land, to satisfy the Vendor that the Purchaser has complied with this special condition 22;
- 22.6 will (if applicable) within seven (7) days of the nomination, provide to the Vendor's Legal Practitioner a copy of FIRB approval obtained for the purchase of Land, to satisfy the Vendor that the Purchaser has complied with this special condition 22; and
- 22.7 if the Purchaser seeks to nominate a Foreign Person, he may only do so if the nomination provisions in this Contract are complied with and the nominee complies with this special condition.

## **23. MANUFACTURER'S WARRANTIES**

The Vendor hereby assigns to the Purchaser from the Settlement Date to the extent that it is able, the benefit of any manufacturer's warranties given in favour of the Vendor with respect to the goods sold with the land, subject to the terms of such warranties and any Act, statute or rule of law which may prohibit or limit the Vendor's right in respect of such assignments.

## **24. NOMINATION**

General condition 4 shall be deleted and replaced with the following special condition:

- 24.1 The Purchaser may nominate a substitute or additional Purchaser (“Nominated Purchaser”) subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchasers obligations under this Contract;
- 24.2 If the Purchaser nominates, such nomination can only occur if:
- 24.2.1 the Purchaser is not in default pursuant to this Contract;
  - 24.2.2 notice is given at least fourteen (14) days prior to the Settlement Date;
  - 24.2.3 the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the Vendor’s Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents;
  - 24.2.4 the Purchaser nominates a trust, the primary beneficiaries of the trust and the directors of any corporate trustee must execute a Guarantee in the form attached to the Contract and provide the Vendor’s Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents;
  - 24.2.5 the nominee notifies the Vendor’s Legal Practitioner in writing as to their residency status and nationality;
  - 24.2.6 in the case where the nominee is a Foreign Person as defined in the FIRB Act and they purchase a Property or Properties in the Development that have a total value worth more than \$3 million, they acknowledge that FIRB Approval obtained by the Vendor will not apply and the nominee will be required to comply with the provisions of this special condition; and
  - 24.2.7 the nominee provides a cheque payable to the Tisher Liner FC Law in the sum of \$440.00, which represents costs for advising the Vendor on compliance with special condition 24;
- 24.3 If security for the Deposit has been provided by way of a bank guarantee, the Purchaser must at the Purchaser’s cost, if requested by the Vendor’s Legal Practitioner provide a replacement bank guarantee issued in accordance with the Vendor’s Legal Practitioner requirements within fourteen (14) days of being requested to do so. Failure to provide the replacement bank guarantee in accordance with this special condition will result in the nomination not being accepted by the Vendor;
- 24.4 If the “going concern” box is checked in the GST clause in the Particulars of Sale, the Nominated Purchaser must sign a deed with the Vendor on terms acceptable to the Vendor which notes inter alia, that the parties agree that the Contract is the supply of a going concern and the Nominated Purchaser warrants that prior to Settlement it will be registered for GST purposes; and
- 24.5 If the “margin scheme” box is checked in the GST clause in the Particulars of Sale, the Nominated Purchaser must sign a deed with the Vendor on terms acceptable to the Vendor which confirms that the parties agree that the margin scheme applies.

## **25. ADJUSTMENT OF OUTGOINGS**

General condition 23 is deleted and replaced with the following special condition:

- 25.1 All rates, taxes, assessments, fire insurance premiums and other outgoings (collectively “the Outgoings”) payable in respect of the Land will be adjusted between the Vendor and the Purchaser on the basis that they have been or will be paid by the Vendor and borne by the Purchaser as from the date on which he becomes entitled to possession and the same shall if necessary be apportioned between the Vendor and Purchaser and the rent (if any) shall be also

apportioned on the Settlement Date (in the usual manner) and the balance paid or received as the case may require. Subject to special condition 25.5, for the purposes of this special condition 25, the expression "the Outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies;

- 25.2 If the Land is not separately assessed in respect of the Outgoings then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser will be the same proportion of the total that the lot liability of the Land bears to the total lot liability of the lots in the Plan;
- 25.3 The Vendor and the Purchaser are required to adjust any contributions to the Owners Corporation and any amount paid by the Vendor to or on behalf of the Owners Corporation for insurance premiums;
- 25.4 Subject to special condition 25.5, the parties agree that there will be no adjustment for land tax, and the Vendor will be responsible for payment of any outstanding land tax at Settlement.
- 25.5 The Parties agree that if the Price is more than the threshold amount as defined in section 10G of the *Sale of Land Act 1962* (Vic) (and determined in accordance with Section 10I of the *Sale of Land Act 1962* (Vic)):

*"The parties agree that land tax will be adjusted as part of the Outgoings and irrespective of whether or not the Land is separately assessed or rated for land tax, the parties agree that land tax will be adjusted on the land tax clearance certificate obtained by the Vendors Legal Practitioner for the land contained in Register Search Statement - Volume 6014 Folio 647 and on the amount shown to be the single ownership calculation based on an unimproved value for the Site in accordance with the procedure in special condition 25.2 even if land tax is not payable for the Land on a single holding basis. The Purchaser is not entitled to adjustment on any pro-rated land tax certificate they may have obtained from the State Revenue Office;"*

- 25.6 If any supplementary rates or outgoings are assessed, levied or charged against the Land in or after the rating year in which the Balance is due, the Purchaser shall be solely responsible to bear or pay the supplementary amount; and
- 25.7 The Purchaser acknowledges and agrees that if the Purchaser is in breach of this Contract by not completing the Contract on the Settlement Date, then the Purchaser shall be responsible for its proportion of any special levies made on the Vendor.

## **26. DEFAULT EXPENSES/LEGAL COSTS**

- 26.1 If the Purchaser defaults in complying with any of its obligations as set out in this Contract, the Purchaser shall pay, in addition to any other moneys payable to the Vendor, any legal costs on a solicitor own client basis incurred by the Vendor as a result of any such default by the Purchaser.
- 26.2 The Purchaser must pay to the Vendor all costs and expenses incurred by the Vendor due to any breach of this Contract by the Purchaser.
- 26.3 The Purchaser agrees that the reasonably foreseeable loss the Vendor may suffer due to the Purchaser's breach of this contract may include, without limitation, interest payable by the Vendor in relation to loans secured on the Land for the period from the date the Balance is payable under this Contract to the date the Balance is paid, interest incurred on any purchase by the Vendor which is incurred as a result of the Purchaser's default, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and the costs of that bridging finance and, if the Vendor is usually accommodated in the Land and accommodation costs incurred by the Vendor.

## **27. SALE BY PURCHASER**

- 27.1 The Purchaser must not sell, transfer or agree to sell or transfer the Land until Settlement, unless the prior written consent of the Vendor has been obtained which shall not be unreasonably withheld.

27.2 Once settlement of the Land has been effected, the Purchaser must not place any advertising material, signs or any other items which are visible from the outside of the Land or the Land without the prior written consent of the Owners Corporation.

**28. OBLIGATIONS JOINT AND SEVERAL**

If there shall be more than one Purchaser the agreements and obligations of the Purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.

**29. SAFETY**

The Purchaser must not raise any requisition or objection or claim any compensation in relation to anything done by the Vendor which the Vendor considers necessary for the safety or protection of the Land or any person on or near the Land or for the protection of the interest of any occupier of the Land.

**30. SECTION 173 AGREEMENT**

30.1 The Purchaser acknowledges and agrees that the Vendor may elect to or may be required to enter into one or more Section 173 Agreements. The Purchaser agrees that it will not object or raise any requisition or claim any compensation from the Vendor in respect to such agreement or seek to or delay Settlement.

30.2 The Purchaser irrevocably authorises the Vendor to:

30.2.1 negotiate the terms of any Section 173 Agreement; and

30.2.2 enter into and vary such agreements.

30.3 The Purchaser must if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by Land Registry.

**31. SERVICES**

31.1 The Purchaser acknowledges that it shall be the Purchaser's responsibility to arrange connection of services such as gas, electricity and telephone services at the Purchaser's expense. In the event the Vendor arranges connection of any services (including, but not limited to an embedded network service if installed by the Vendor) prior to Settlement, the Purchaser shall reimburse the Vendor the connection costs at Settlement by way of an adjustment. The Purchaser shall not be entitled to dispute the cost for connection of the service and shall pay such amount at Settlement.

31.2 The Purchaser acknowledges that the Vendor may at its discretion include an embedded network within the Development and the Purchaser agrees to pay and/or reimburse the costs of connecting the embedded network if it is utilised at the Development.

The Purchaser cannot delay settlement or seek any compensation as a result of the introduction of an embedded network.

**32. GUARANTEE OF COMPANY**

If the Purchaser is a Company:

32.1 the Purchaser shall forthwith contemporaneous with the execution of this Contract procure the execution of guarantees of this Contract (incorporating indemnities) by all of its directors and the person or persons who sign this Contract on its behalf as the Vendor shall reasonably require. The said guarantees shall be in the form that is annexed hereto. In the event that such guarantees cannot be executed as at the date of signing this Contract then such further guarantee/s shall be executed within seven (7) days of same being requested by the Vendor. Any breach of this

special condition shall be deemed to be a breach of the terms of this Contract and shall entitle the Vendor to exercise its rights pursuant to the provisions of this Contract;

- 32.2 each person who signs this Contract on behalf of the company warrants that he or she is authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability; and
- 32.3 Each person who signs this Contract on behalf of the company will be personally liable for the due performance of the Purchaser's obligations under the Contract to the same extent as if the signatory had signed as Purchaser.

### **33. TRUST**

If the Purchaser is buying the Property as trustee of a trust then the Purchaser:

- 33.1 must cause the primary beneficiaries of the trust and where there is a corporate trustee, the director of such corporation, to sign the Guarantee annexed to this Contract within seven (7) days of the Contract being signed;
- 33.2 must not do anything to prejudice any right of indemnity the Purchaser may have under the trust;
- 33.3 warrants that the Purchaser has power under the trust to enter into this Contract;
- 33.4 is personally liable under this Contract;
- 33.5 warrants that the Purchaser has a right of indemnity under the trust; and
- 33.6 must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any property belonging to the trust.

### **34. ADDITIONAL RIGHTS OF RESCISSION**

If the Purchaser (or if the Purchaser consists of two or more persons, any of those persons) is a corporation and:

- 34.1 an application is made to a court for an order or any order is made that it be wound up;
- 34.2 an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
- 34.3 except to reconstruct or amalgamate while solvent on terms approved by the other party, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- 34.4 it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party, or is otherwise wound up or dissolved;
- 34.5 it is or states that it is insolvent;
- 34.6 as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), it is taken to have failed to comply with a statutory demand;
- 34.7 it is, or makes a statement from which it may be reasonably deduced by the other party that it is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);

- 34.8 it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to it; or
- 34.9 anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

then the Vendor may rescind this Contract by giving written notice to the Purchaser or the Purchaser's Legal Representative or Conveyancer.

**35. POWER OF ATTORNEY**

- 35.1 The Contract is executed by the Vendor's appointed Attorney pursuant to General/Enduring Power of Attorney dated 21 August 2021, such Power of Attorney having not been revoked.
- 35.2 The Purchaser shall not be entitled to make any objection as to the execution of the Contract of Sale or any other documents under such Power of Attorney save as to confirm that such Power of Attorney has not been revoked prior to Settlement.

**36. RETAIL LOTS**

The parties agree that the Development may include retail lots for retail or commercial use. The Purchaser shall not be entitled to make any requisition or objection, claim compensation or refuse or delay Settlement for any matter affecting the retail lots or whether such retail lots are provided.

**37. ELECTRICITY SUBSTATION**

The Purchaser acknowledges and agrees that if required, the Vendor may arrange for an electrical substation to be located on the Site. The Purchaser must not object in relation to the final location of the electrical substation or any substation lease that the Vendor may be required to enter into with the provider.

**38. MARGIN SCHEME**

In the event that the Vendor is not able to apply the margin scheme for any reason whatsoever, then the margin scheme will not be applied. If no written notification is provided to the Purchaser prior to Settlement, the parties agree that the Contract applies the margin scheme.

**39. SEVERABILITY**

If any part of this Contract is or becomes void or unenforceable or is illegal then that part shall if possible be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible the provisions of any Act (Commonwealth or State present or future) shall not apply to this Contract so as to abrogate extinguish impair diminish fetter delay or otherwise detrimentally affect any rights remedies or powers of the Vendor.

**40. NON-MERGER**

Any provision of this Contract which is capable of taking effect after Settlement of this Contract shall not merge on Settlement but shall continue in full force and effect.

**41. WAIVER**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

## 42. **READING DOWN**

The conditions of this Contract shall be so construed as not to infringe the provision of any Act whether Commonwealth or State but if any such condition on its true interpretation does infringe any such provision or is otherwise void or unenforceable that condition shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation and in the event that the infringing condition cannot be so read down it shall be deemed to be void and severable and the remaining conditions of this Contract shall have full force and effect.

## 43. **ELECTRONIC EXCHANGE**

43.1 The parties acknowledge and agree that:

43.1.1 this Contract may be executed and exchanged using electronic means and/or using an electronic platform at the Vendor's discretion; and

43.1.2 this special condition does not prevent the parties from executing and exchanging printed copies of the Contract.

43.2 The Purchaser acknowledges having received the Vendor Statement signed by the Vendor prior to applying its electronic signature.

43.3 If electronic exchange occurs, the parties acknowledge that the process will be as follows:

43.3.1 Firstly, the Purchaser will receive the Contract and Vendor Statement (noting that the Vendor Statement will have been pre-signed by the Vendor);

43.3.2 Secondly, the Purchaser will execute the Vendor Statement and Contract by way of electronic signature;

43.3.3 Thirdly, the Vendor will execute this Contract by way of an electronic signature;

43.3.4 Fourthly, the Contract will be exchanged by email or other electronic means; and

43.3.5 Finally, a copy of the Contract as executed and exchanged will be provided to the Vendor and Purchaser.

43.4 The parties acknowledge that they may also execute and exchange partly by a combination of electronic means in part and by signing printed documents through the use of a wet signature in part.

43.5 If the Vendor or the Vendor's Legal Representative serves notice on the Purchaser or the Purchaser's Legal Representative requiring a signed printed copy of the Contract and Vendor Statement, the Vendor and Purchaser agree to execute and exchange printed copies of the Contract of Sale, Vendor Statement and guarantee (if a guarantee was signed or required to be signed) (in the same form and with the same Day of Sale as set out in this document) within three (3) business days of the notice referred to in this clause being provided.

43.6 The Purchaser acknowledges and agrees that if fails to comply with special condition 43.5, the purchaser appoints the Vendor as its attorney to execute two printed copies of this Contract on the Purchaser's behalf.

43.7 The Purchaser must not seek to delay Settlement and/or raise any requisition or objection and/or claim any compensation in relation to any of the matters set out in special condition 43.

**44. PRIVACY & PERSONAL INFORMATION**

The Purchaser consents to the Vendor disclosing the Purchaser's and any guarantor's details (including name, address, email, and phone details):-

- 44.1 to related corporations or affiliated entities of the Vendor;
- 44.2 for the purpose of exercising the rights or complying with the obligations of the Vendor under the Contract;
- 44.3 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works at the development;
- 44.4 to service providers engaged by the Vendor at the development or appointed by the Owners Corporation once the Plan Registered; and
- 44.5 to any financier that is providing finance in respect to the acquisition of the land and/or construction of the Development.

**45. DUE DILIGENCE CHECKLIST**

The Purchaser acknowledges that the Due Diligence Checklist as required by the *Sale of Land Act 1962* (Vic) was made available to the Purchaser at the time the Land was offered for sale.



# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

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

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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

**22. PEST REPORT**

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

**23. ADJUSTMENTS**

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

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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



despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

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

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

## 25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

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

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

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### 32. BREACH

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

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

---

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

## DEED OF GUARANTEE AND INDEMNITY

I/We, .....  
of .....  
for myself/ourselves, my/our executors, administrators legal personal representatives and successors  
("the Guarantor")

### RECITALS

- A. The within Contract of Sale of Real Estate ("the Contract") has been entered into between the within named Vendor ("the Vendor") and the within named Purchaser ("the Purchaser").
- B. The Guarantor agrees to guarantee to the Vendor the due and punctual payment by the Purchaser of all monies under the Contract and the Purchaser's performance of all obligations imposed on the Purchaser under the Contract.
- C. The Guarantor indemnifies and keeps indemnified the Vendor from any and all loss, damage, costs and/or expenses arising from or in any way connected with the default by the Purchaser of the Contract.

### NOW THIS DEED WITNESSES AS FOLLOWS:

- 1. The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract. The Guarantor acknowledges the receipt of valuable consideration from the Vendor for it incurring obligations and giving rights under this guarantee and indemnity.
- 2. The Guarantor unconditionally and irrevocably guarantees to the Vendor that the Purchaser will perform all of its obligations (contained or implied) under the Contract and guarantees the due and punctual payment by the Purchaser of the deposit, purchase price, interest, balance and all other monies under the Contract.
- 3. As a separate and primary undertaking, the Guarantor unconditionally and irrevocably indemnifies and keeps indemnified the Vendor against all loss, damage, costs (on a solicitor client own basis) and expenses arising from or in any way connected with or resulting from:
  - (a) A default by the Purchaser of the terms of the Contract; and/or
  - (b) The Vendor's inability to enforce performance of obligations under the Contract if any of the Purchaser's obligations in the Contract are void, voidable or unenforceable against the Purchaser.The Guarantor must pay the Vendor the amount of the loss, damage, costs (on a solicitor client own basis) and expenses resulting from the matters in (a) and (b) above.
- 4. It is not necessary for the Vendor to incur expenses or make payment before enforcing its right of indemnity in this Deed.
- 5. The Guarantor waives any right it has of first requiring the Vendor to commence proceedings, serve any demand first on the Purchaser or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
- 6. This guarantee and indemnity is a continuing guarantee and indemnity and:
  - (a) Is not discharged by any one payment, and does not merge on termination of the Contract;
  - (b) Shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract; or
  - (c) Is not discharged or released by the performance or observance of any of the agreements, obligations or conditions contained in the Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the guarantor/s, executors or administrators.
- 7. The Guarantor's liability under this guarantee and indemnity is as an indemnifier or principal debtor and the rights of a party under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
  - (a) The Vendor granting time or other indulgence to, compounding or compromising with or releasing in any way the Purchaser or agreeing not to sue the Purchaser or any other party or another Guarantor;
  - (b) Acquiescence, delay, acts, omissions or mistakes on the part of any party;
  - (c) Any novation of a right of a party;
  - (d) Any variation of the Contract including but not limited to any amendment to the deposit monies, purchase price, settlement date or other particulars or conditions of the sale of the within named property under the Contract or the nomination of the Purchaser;
  - (e) The invalidity or unenforceability of an obligation or liability of a person under the Contract or this Deed including but not limited to the Contract not being properly signed by the any party;
  - (f) Any judgment or decision by a court, arbitrator or other person in favour of the Purchaser;
  - (g) The failure by any Guarantor to sign this Deed or the insolvency or death of a Guarantor; or

- (h) Any rights, claims, actions or setoffs which the Purchaser may have against the Vendor or any other party.
- 8. The Guarantor may not, without the consent of the Vendor:
  - (a) Raise a defence, set off or counterclaim available to it or the Purchaser against the Vendor or another party in reduction of its liability under this guarantee and indemnity;
  - (b) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Vendor in connection with the Contract; or
  - (c) Prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or if the Purchaser is otherwise unable to pay its debts when they fall due;

From the date of this Deed until all obligations and liabilities of the Guarantor under or in connection with this Deed and the Purchaser under or in connection with the Contract are satisfied.
- 9. If a claim that a payment or transfer to the Vendor by the Purchaser in connection with the Contract is void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised then the Vendor will be entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
- 10. The Guarantor must pay the Vendor all money which the Vendor refunds to the Purchaser's liquidator as preferential payments received from the Purchaser.
- 11. If there is more than one Guarantor, then this Deed binds them separately, together and in any combination.
- 12. Nothing in this Deed will prejudice the Vendor's rights to proceed against any one or more of the Guarantor. The Vendor shall be at liberty to proceed against any Guarantor or more of them as the Vendor wants. In the event that the Vendor compromises or accepts any amount from any one Guarantor, this does not prejudice the rights of the Vendor against any other of the Guarantor pursuant to this Deed.
- 13. The parties agree that this Deed may be executed, witnessed and exchanged electronically which may include any manner of signing permitted by the Electronic Transactions (Victoria) Act 2000 (Vic) as amended by the Justice Legislation Amendment (System Enhancements and Other Matters) Act 2021 (Vic).
- 14. Each party may execute this Deed in physical paper format or electronically or a combination of both. In each case, this Deed will be legally binding on the parties.
- 15. By executing this Deed, the party intends to be immediately bound by this Deed. Nothing in this clause 13 and 14 is to be taken to exclude any statutory or common law principle applicable to the proper execution and delivery of a deed.

**EXECUTED AS A DEED ON THE DAY OF 20**

**SIGNED SEALED AND DELIVERED** BY THE FIRST-NAMED GUARANTOR IN THE PRESENCE OF: )  
 ).....  
 ) FIRST-NAMED GUARANTOR

WITNESS: .....

Full Name: .....

Address: .....

*If this document was electronically signed, it was signed in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic) as amended by the Justice Legislation Amendment (System Enhancements and Other Matters) Act 2021 (Vic)*

**SIGNED SEALED AND DELIVERED** BY THE SECOND-NAMED GUARANTOR IN THE PRESENCE OF: )  
 ).....  
 ) SECOND-NAMED GUARANTOR

WITNESS: .....

Full Name: .....

Address: .....

*If this document was electronically signed, it was signed in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic) as amended by the Justice Legislation Amendment (System Enhancements and Other Matters) Act 2021 (Vic)*

# Annexure B

## Fittings & Finishes Schedule

50 ROSELLA ST

# FIXTURES & FINISHES

MURRUMBEENA





BEAUTY SPEAKS  
FOR ITSELF

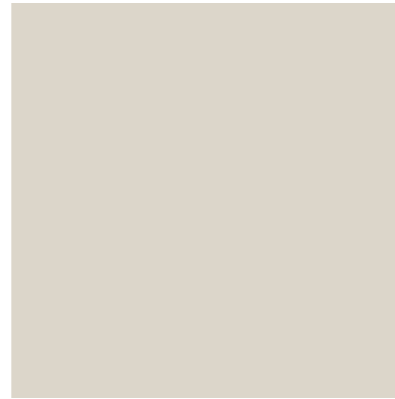
50 ROSELLA ST  
KITCHENS



**BENCHTOPS & SPLASHBACKS**  
Signorino Natural Stone Old Grey Tundra Slab



**TIMBER FLOORS**  
Oak 82mm wide



**JOINERY**  
Amaro Joinery Finish Laminate



**PREMIUM JOINERY**  
Boston Oak Joinery Finish Laminate



**KITCHEN MIXER**  
Gun Metal



**FRIDGE/FREEZER (1&2 BED APT)**  
Fisher & Paykel Integrated Fridge/Freezer



**DBL FRIDGE/FREEZER (3 BED APT)**  
Fisher & Paykel Integrated Fridge/Freezer



**RANGEHOOD (1&2 BED APT)**  
Miele 530mm Undermount Rangehood



**GAS COOKTOP (1&2 BED APT)**  
Miele 650mm Gas Cooktop



**RANGEHOOD (3 BED APT)**  
Miele 900mm Undermount Rangehood



**GAS COOKTOP (3 BED APT)**  
Miele 900mm Gas Cooktop



**DISHDRAWER (1&2 BED APT)**  
Fisher & Paykel Integrated Dishdrawer



**DISHWASHER (3 BED APT)**  
Miele Integrated Dishwasher



**SINK (1 BED APT)**  
Stainless Steel 450mm Sink



**SINK (2&3 BED APT)**  
Stainless Steel 900mm Sink

All items are included in every apartment unless otherwise specified.



50 ROSELLA ST

## BATHROOMS & ENSUITES



**TOWEL RAIL**  
Gun Metal



**RAIL & HAND SHOWER**  
Gun Metal



**SHOWER SHELF**  
Gun Metal



**TAP & MIXER SET**  
Gun Metal



**ROBE HOOK**  
Gun Metal



**TOILET ROLL HOLDER**  
Gun Metal

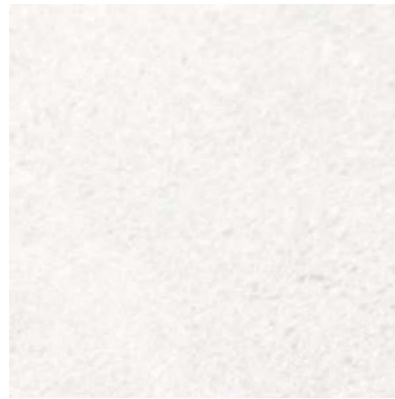


**SHOWER MIXER**  
Gun Metal

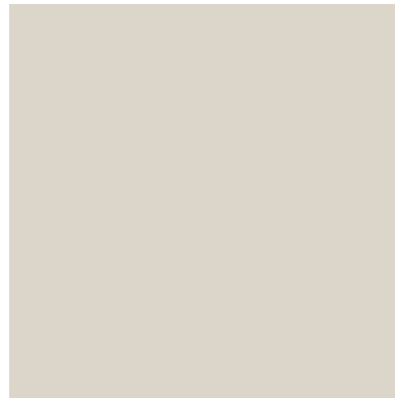


50 ROSELLA ST

# BATHROOMS & ENSUITES



**FLOOR & WALL TILES**  
Ceramic Floor & Wall Tiles 600mm



**JOINERY**  
Amaro Joinery Finish Laminated



**PREMIUM JOINERY**  
Boston Oak Joinery Finish Laminated



**BASIN**  
700x900mm Basin



**DOUBLE BASIN (3 BED APART)**  
Double 1400mm Basin



**TOILET**  
Wall Faced Toilet Pan



**FLUSH PLATE**  
Dual Flush Plate



**SHOWER SCREEN DETAILING**  
Black Powder Coated Frame

50 ROSELLA ST

# LAUNDRY



**TIMBER FLOORS**  
Oak 82mm wide



**BENCHTOPS & SPLASHBACKS**  
Signorino Natural Stone Old Grey Tundra Slab



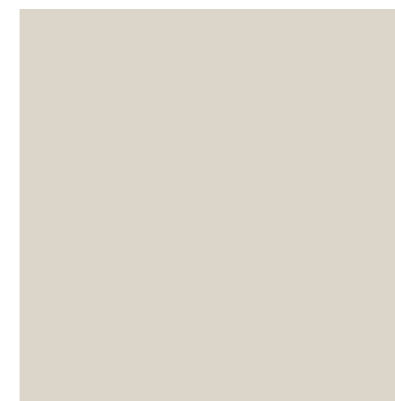
**LAUNDRY SPOUT**  
Gun Metal Gooseneck Spout



**WALL TAPS**  
Gun Metal



**MACHINE STOP TAPS**  
Washing Machine Stop Taps



**JOINERY**  
Amaro Joinery Finish Laminated



**PREMIUM JOINERY**  
Boston Oak Joinery Finish Laminated



**SINK**  
Undermount Sink Bowl 430mm



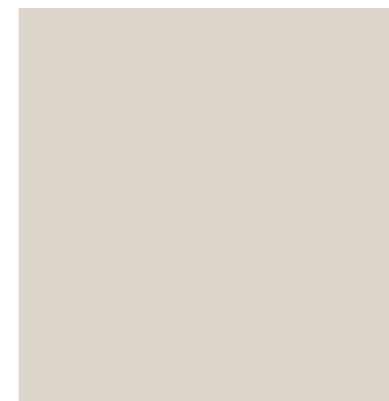
50 ROSELLA ST  
 BEDROOMS & WALK IN ROBES



**CARPETS**  
 Plush, Heavy Duty, 80% Wool



**ROBE HANDLES**  
 Metallic Robe Handles 1040mm



**JOINERY**  
 Amaro Joinery Finish Laminate



**PREMIUM JOINERY**  
 Boston Oak Joinery Finish Laminate



50 ROSELLA ST  
GENERAL



**JOINERY HANDLES**  
Metallic Joinery Handles 1040mm



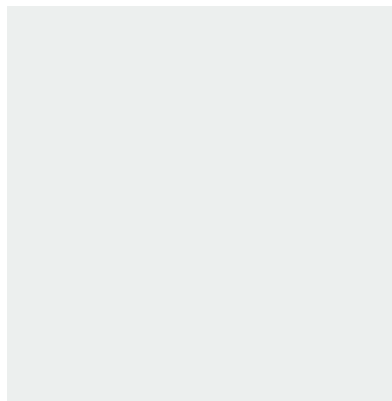
**JOINERY HANDLES**  
Metallic Joinery Handles 160mm



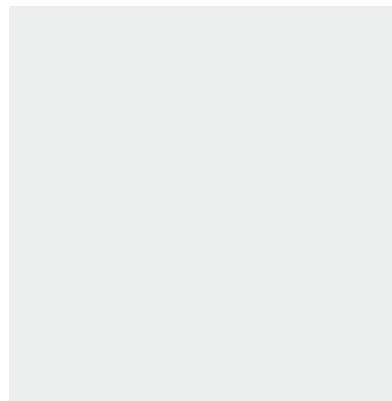
**DOOR HANDLES**  
Gun Metal Door Handles



**PAVERS**  
External Pavers 600x600mm



**WALL & CEILING PAINT**  
Dulux General Wall & Ceiling Paint



**WET AREA WALL & CEILING PAINT**  
Dulux - Wash & Wear



Please note that this document was prepared prior to completion of construction. All images are for reference only. Changes may be made during the development and dimensions, fittings, finishes and specifications are subject to change without notice. Purchasers must ascertain information through their own investigation prior to purchase. The information contained herein is believed to be correct but not guaranteed. Prospective purchasers must rely on their own enquiries. This document is for guidance only and does not constitute an offer or contract.







# Rosella



In partnership with:

**progressio »**

[ROSELLAAPARTMENTS.COM.AU](http://ROSELLAAPARTMENTS.COM.AU)



# Annexure C

## Development Plans



Cera Stribley  
Architecture  
Interior Design

Cera Stribley Pty. Ltd.  
ABN 29 350 585 700

+ 61 3 9539 2582  
info@cs-a.com.au  
www.cs-a.com.au  
Studio 5, 249 Chapel St  
Prahran VIC 3181 AUS

**NOTES**  
Do not scale. Contractor must verify all dimensions on site before commencing any work or preparing shop drawings which must be approved by the architect before manufacture.  
Any extra installed work shown on this drawing must be defined and approved before proceeding.

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REV	DATE	REVISION	BY	CHK
A	09/11/2021	TOWN PLANNING	DC	DC
B	15/10/2021	TOWN PLANNING	DC	DC
C	01/07/2022	COMPLAINT CONFERENCE - WITHOUT PREJUDICE	DC	DC
D	22/11/22	TOWN PLANNING - ENDORSEMENT RESPONSE	DC	DC

**PROJECT**

**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

MULTI-RESIDENTIAL

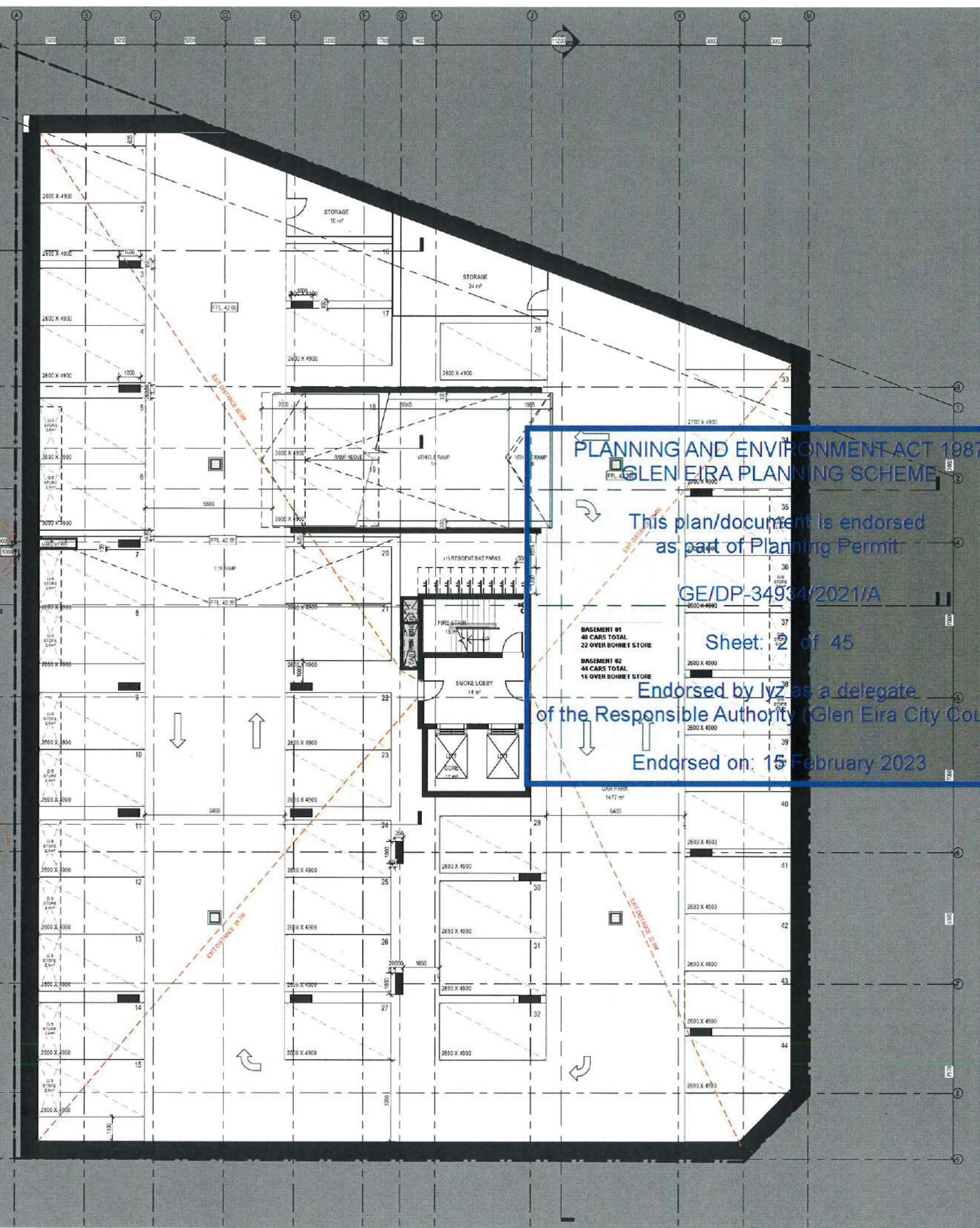
**DRAWING STATUS**  
DESIGN DEVELOPMENT

JOB N° 21289  
REVISION N° D  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
CHECKED BY DC

**DRAWING TITLE**  
BASEMENT 02



TP.1000



**PLANNING AND ENVIRONMENT ACT 1987**  
**GLEN EIRA PLANNING SCHEME**

This plan/document is endorsed  
as part of Planning Permit  
**GE/DP-34934/2021/A**

Sheet: 2 of 45

Endorsed by Iy2 as a delegate  
of the Responsible Authority (Glen Eira City Council)

Endorsed on: 15 February 2023





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REV	DATE	REVISION	BY	CHK
A	04/11/2021	TOWN PLANNING	DC	DC
B	13/12/2021	TOWN PLANNING RR	DC	DC
C	01/07/2022	COMPLIANCE	DC	DC
D	16/02/23	TOWN PLANNING - ENDORSEMENT	DC	DC

**PROJECT**

**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

**MULTI-RESIDENTIAL**

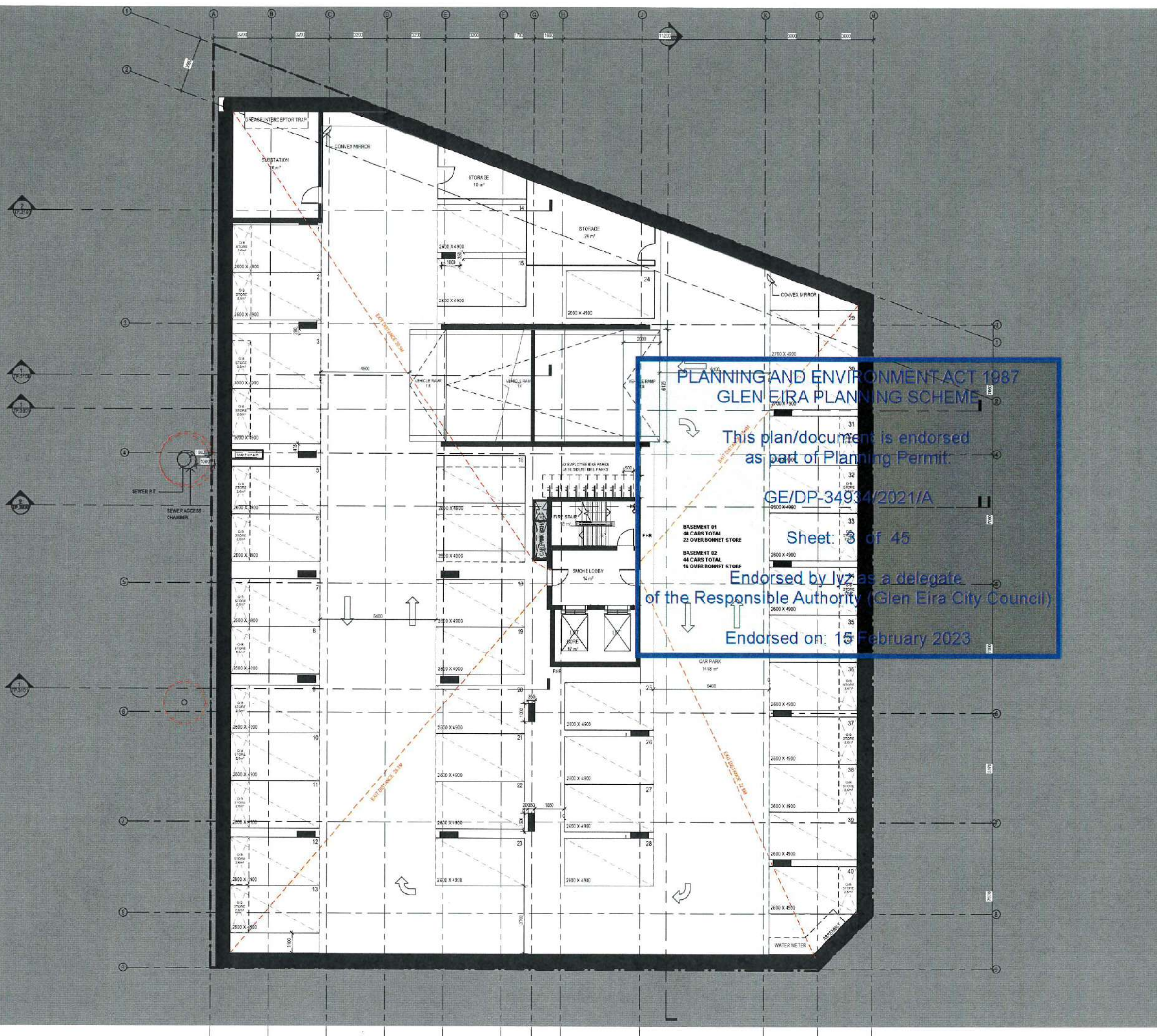
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**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° D  
DATE 18/10/22  
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DRAWN BY DC  
CHECKED BY DC

**DRAWING TITLE**

**BASEMENT 01**



**PLANNING AND ENVIRONMENT ACT 1987  
GLEN EIRA PLANNING SCHEME**

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**GE/DP-34934/2021/A**

Sheet: **3** of 45

Endorsed by Iyz as a delegate  
of the Responsible Authority (Glen Eira City Council)

Endorsed on: **15 February 2023**



# CERA STRIBLEY

Cera Stribley  
Architecture  
Interior Design

Cera Stribley Pty. Ltd.  
ABN 29 350 585 700

+ 61 3 9533 2582  
info@cs-act.com.au  
www.cs-act.com.au  
Studio 5, 249 Chapel St  
Prahran VIC 3181 AUS

**NOTES**  
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REV	DATE	REVISION	BY	CHK
A	06/10/2021	TOWN PLANNING	DC	DC
B	13/12/2021	TOWN PLANNING RR	DC	DC
C	09/02/2022	COMPLIANCE	DC	DC
D	18/10/22	TOWN PLANNING - ENDORSEMENT	DC	DC
E	22/11/22	TOWN PLANNING - ENDORSEMENT FOR RESPONSE	DC	DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

MULTI-RESIDENTIAL

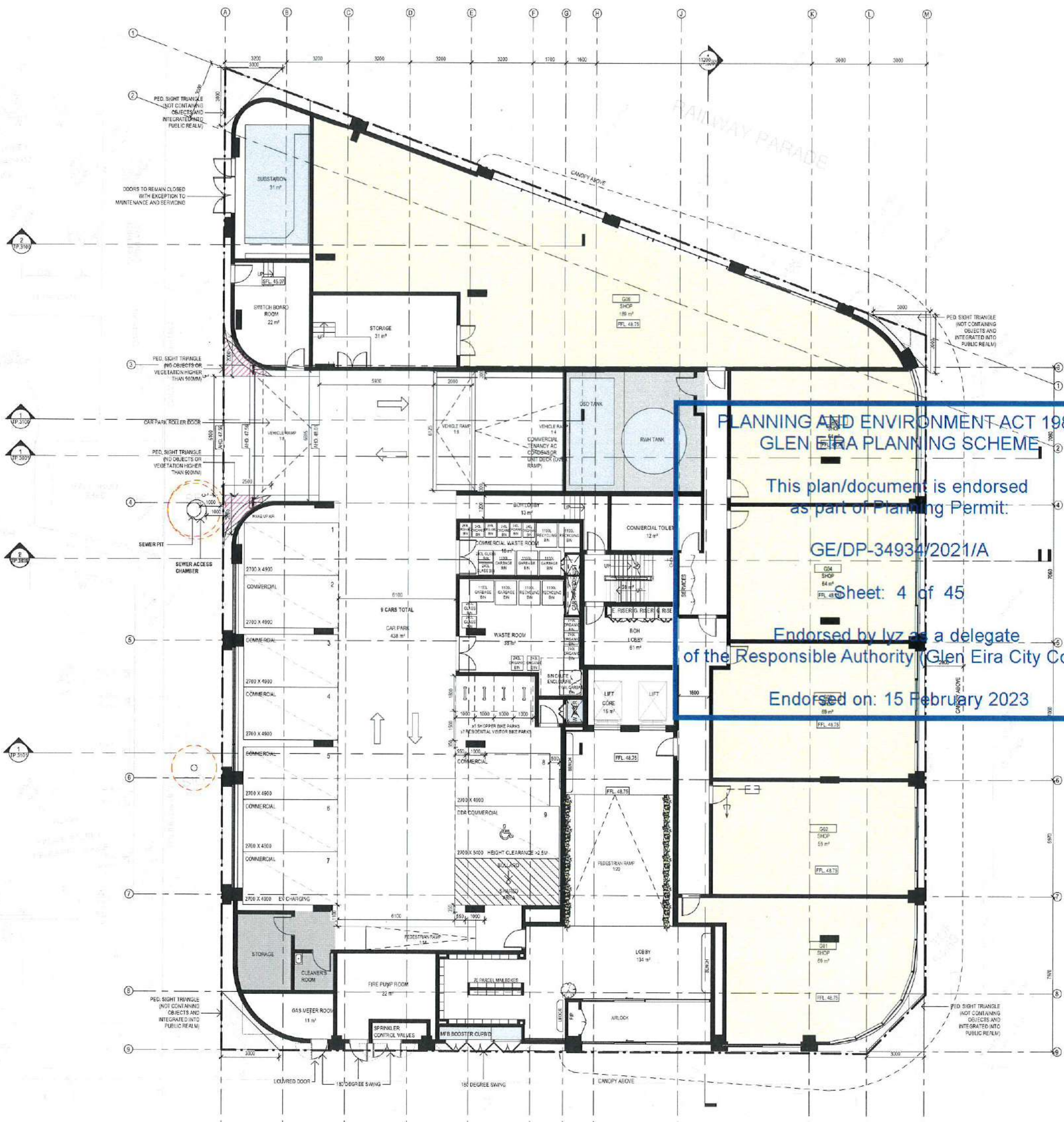
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**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
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DRAWN BY DC  
CHECKED BY DC

DRAWING TITLE  
**GROUND FLOOR**



TP.1002



**PLANNING AND ENVIRONMENT ACT 1987**  
**GLEN EIRA PLANNING SCHEME**  
 This plan/document is endorsed  
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**GE/DP-34934/2021/A**  
 Sheet: 4 of 45  
 Endorsed by Iyz as a delegate  
 of the Responsible Authority (Glen Eira City Council)  
 Endorsed on: 15 February 2023

- NOTES**
- ALL GROUND FLOOR SLABS ALONG POATH ROAD, RAILWAY PARADE AND ROSELLA STREET FRONTAGES TO BE CLEAR.
  - GLAZING AND ATTENUATION AS PER ENGINEER/EMILIO ACOUSTIC REPORT.
  - REFER TO ENDORSED WHP FOR WASTEROOM.



Cera Stribley  
Architecture  
Interior Design

Cera Stribley Pty, Ltd.  
ABN 29 350 585 700

+ 61 3 9533 2582  
info@cs-a.com.au  
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Studio 5, 249 Chapel St  
Prahran VIC 3181 AUS

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REV DATE	REVISION	BY	CHK
A	28/11/2021	TOWN PLANNING	DC DC
B	13/12/2021	TOWN PLANNING	DC DC
C	09/02/2022	CONFERENCE WITHOUT PREJUDICE	DC DC
D	18/06/22	TOWN PLANNING ENDORSEMENT	DC DC
E	22/11/22	TOWN PLANNING ENDORSEMENT BY REPRESENTATIVE	DC DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

MULTI-RESIDENTIAL

DRAWING STATUS  
**DESIGN DEVELOPMENT**

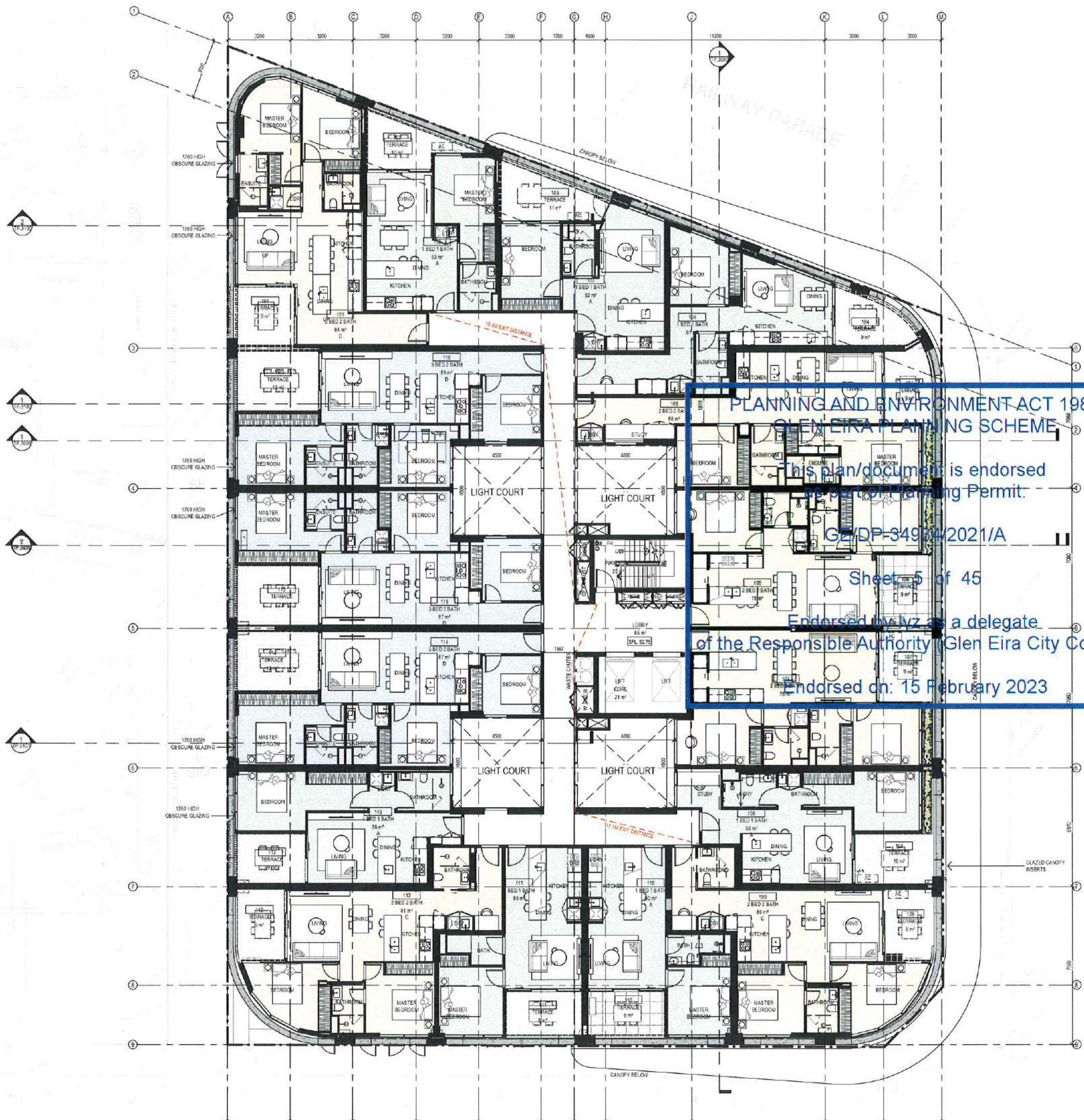
JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
CHECKED BY DC

DRAWING TITLE  
**LEVEL 01-02**

- NOTES**
- ALL GROUND FLOOR GLAZING ALONG POATH ROAD, RAILWAY PARADE, AND ROSELLA STREET FRONTAGES TO BE CLEAR.
  - GLAZING AND ATTENUATION AS PER ENDORSED ENVIRONMENTAL ACQUISITION REPORT.
  - REFER TO ENDORSED WMP FOR WASTE ROOM.



TP.1003



PLANNING AND ENVIRONMENT ACT 1987  
GLEN EIRA PLANNING SCHEME

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G/DP-34964/2021/A

Sheet 5 of 45

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Endorsed on: 15 February 2023



# CERA STRIBLEY

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Interior Design

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Prahran VIC 3181 AUS

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REV	DATE	REVISION	BY	CHK
A	09/11/2021	TOWN PLANNING	DC	DC
B	11/12/2021	TOWN PLANNING RPI	DC	DC
C	01/07/2022	COMPLUSORY	DC	DC

REV	DATE	REVISION	BY	CHK
D	18/10/22	TOWN PLANNING - ENDORSEMENT	DC	DC
E	22/11/22	TOWN PLANNING - ENDORSEMENT RPI RESPONSE	DC	DC

**PROJECT**

**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

**MULTI-RESIDENTIAL**

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

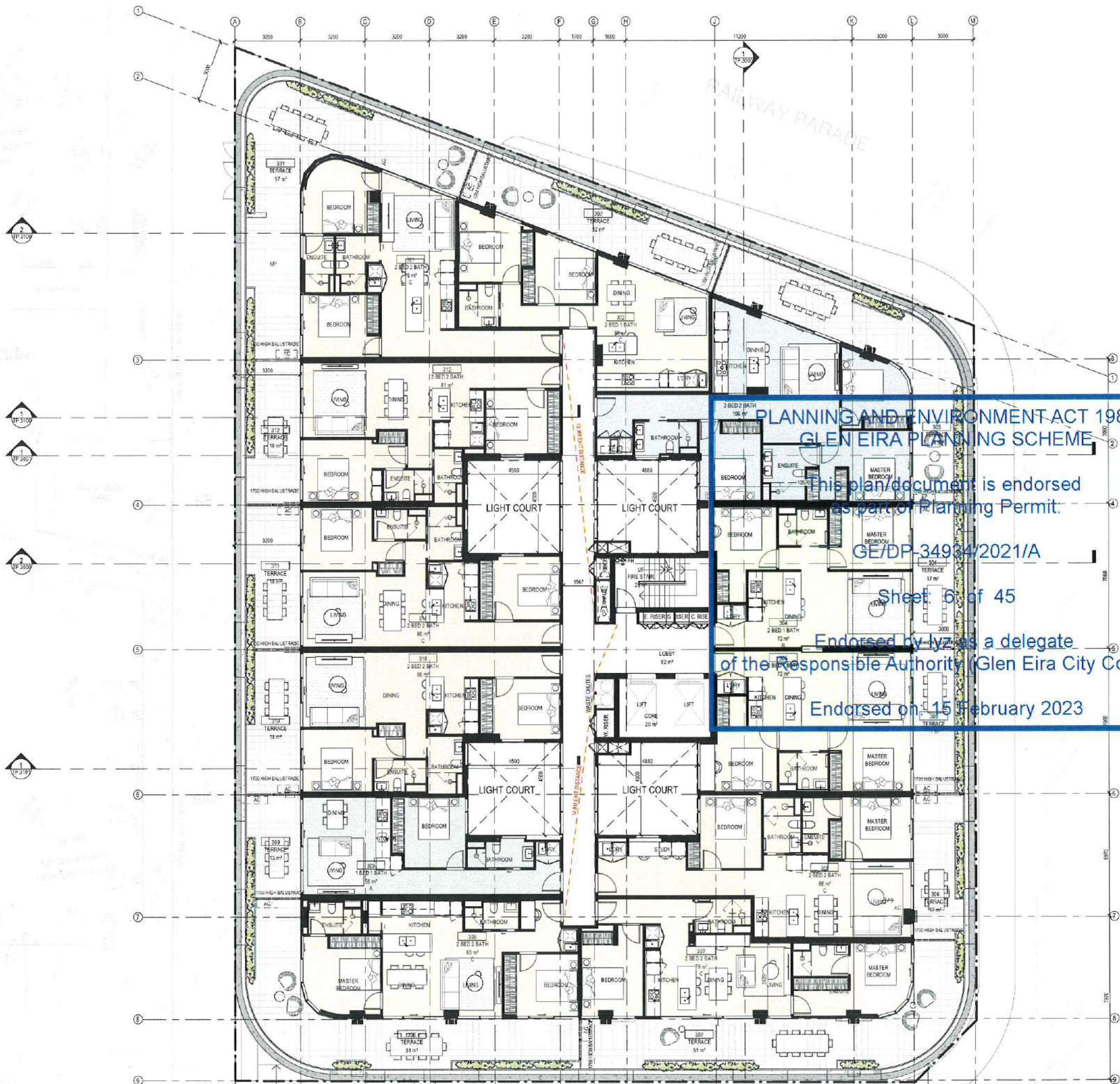
JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
CHECKED BY DC

**DRAWING TITLE**  
**LEVEL 03**

**NOTES**  
1. ALL GROUND FLOOR GLAZING FLOORING POATH ROAD, RAILWAY PARADE AND ROSELLA STREET PROYECTICES TO BE CLEAR.  
2. GLAZING AND ATTENUATION AS PER ENDORSED ENFIELD ACOUSTIC REPORT.



TP.1004



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**GLEN EIRA PLANNING SCHEME**  
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REV DATE	REVISION	BY	CHK
A	09/11/2021 TOWN PLANNING	DC	DC
B	13/12/2021 TOWN PLANNING RP	DC	DC
C	01/07/2022 COMPLY SCRIPT	DC	DC
D	18/02/23 TOWN PLANNING - ENDORSEMENT	DC	DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

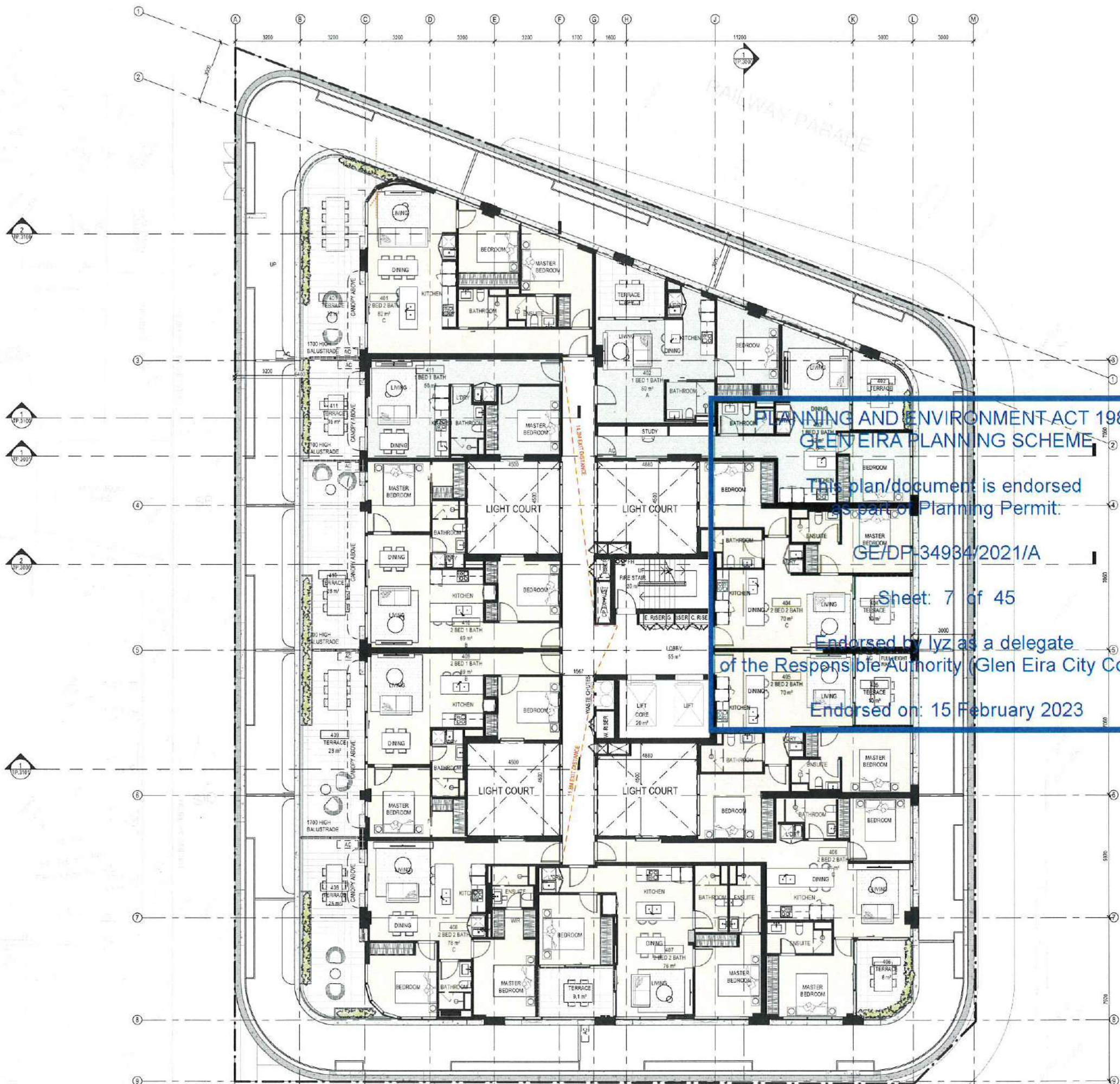
MULTI-RESIDENTIAL

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° D  
DATE 18/10/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
CHECKED BY DC

**DRAWING TITLE**  
**LEVEL 04**

**NOTES**  
1. ALL GROUND FLOOR GLAZING ALONG POATH ROAD, ROSELLA STREET AND ROSELLA STREET FRONTS TO BE CLEAR.  
2. GLAZING AND ATTENUATION AS PER ENDORSED ENTIRE ACOUSTIC REPORT.



PLANNING AND ENVIRONMENT ACT 1987  
GLEN EIRA PLANNING SCHEME

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REV DATE	REVISION	BY	CHK
A	08/11/2021 TOWN PLANNING	DC	DC
B	13/12/2021 TOWN PLANNING RFI	DC	DC
C	09/07/2022 CURVE COPY CONFERENCE - WITHOUT PRECEDENCE	DC	DC
D	22/11/22 TOWN PLANNING - ECOSEMENT RFI RESPONSE	DC	DC

PROJECT

**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

MULTI-RESIDENTIAL

DRAWING STATUS

**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° D  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY EDG  
CHECKED BY DC

DRAWING TITLE

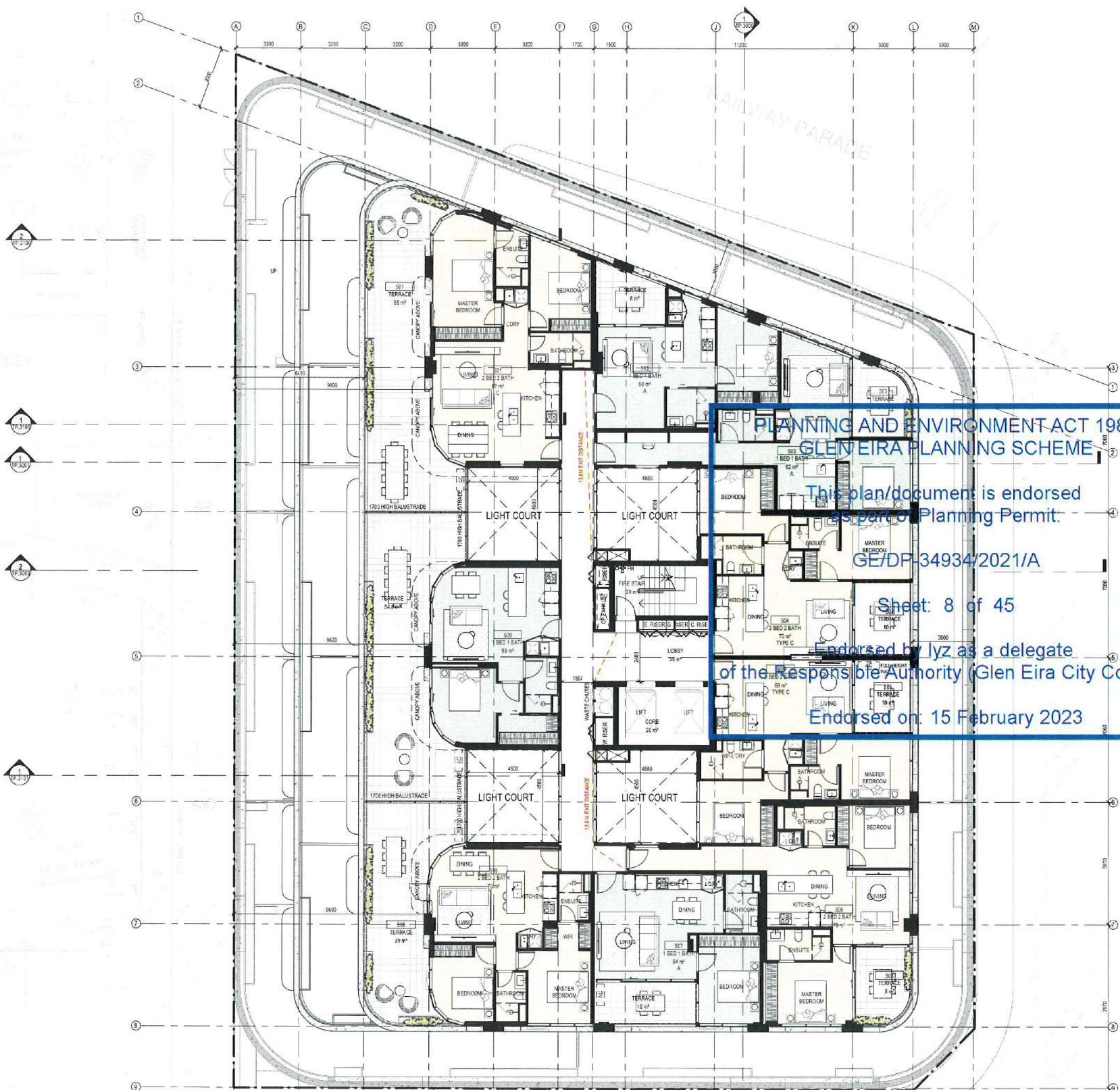
**LEVEL 05**

**NOTES**

- ALL GROUND FLOOR GLAZING ALONG POATH ROAD, RAILWAY PARADE AND ROSELLA STREET FRONTAGES TO BE CLEAR.
- GLAZING AND ATTENUATION AS PER ENDORSED EMBLID ACOUSTIC REPORT.



TP.1006



PLANNING AND ENVIRONMENT ACT 1987  
GLEN EIRA PLANNING SCHEME

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REV DATE	REVISION	BY	CHK
A	09/12/2021 TOWN PLANNING	DC	DC
B	10/12/2021 TOWN PLANNING RP	DC	DC
C	09/07/2022 COMPULSORY	DC	DC
	CONFERENCE - WITHOUT PRESENCE		
D	18/10/22 TOWN PLANNING - ENCLOSURE	DC	DC
E	22/11/22 TOWN PLANNING - ENCLOSURE (PPT RESPONSE)	DC	DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

**MULTI-RESIDENTIAL**

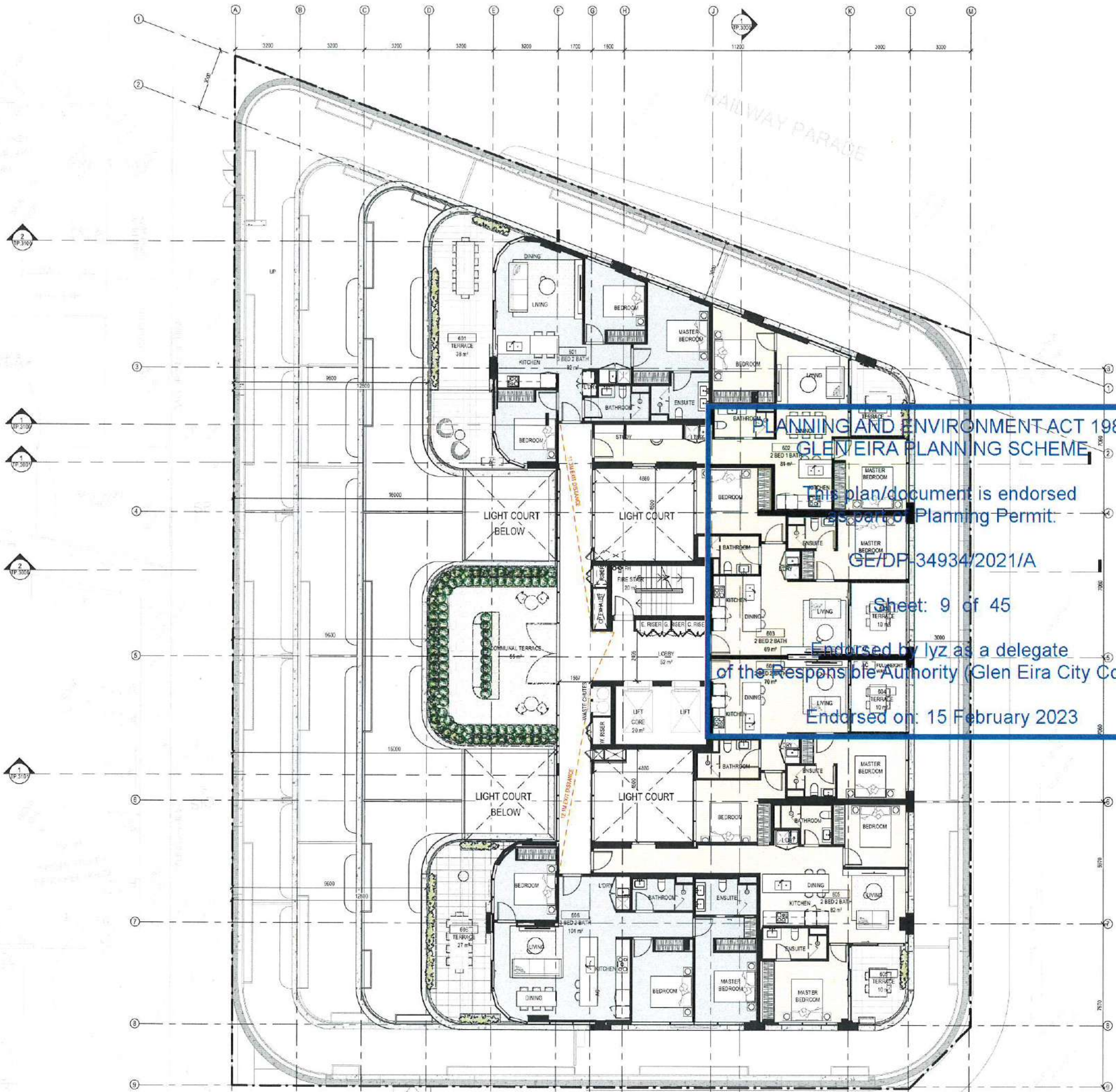
**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
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**DRAWING TITLE**  
**LEVEL 06**



TP.1007



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- NOTES**
- ALL GROUND FLOOR GLAZING ALONG POATH ROAD, RAILWAY PARADE, AND ROSELLA STREET FRONTAGES TO BE CLEAR.
  - GLAZING AND ATTENUATION AS PER ENDORSED ENFIELD ACoustics REPORT.



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A	09/12/2021 TOWN PLANNING	DC	DC
B	13/12/2021 TOWN PLANNING RFI	DC	DC
C	01/07/2022 COMMUNITY CONFERENCE - WITHOUT PRESENCE	DC	DC
D	18/10/22 TOWN PLANNING ENCLOSURE	DC	DC
E	22/11/22 TOWN PLANNING ENCLOSURE RFI RESPONSE	DC	DC

PROJECT

**ROSELLA**  
50 ROSELLA ST,  
MURRUMBEENA 3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163

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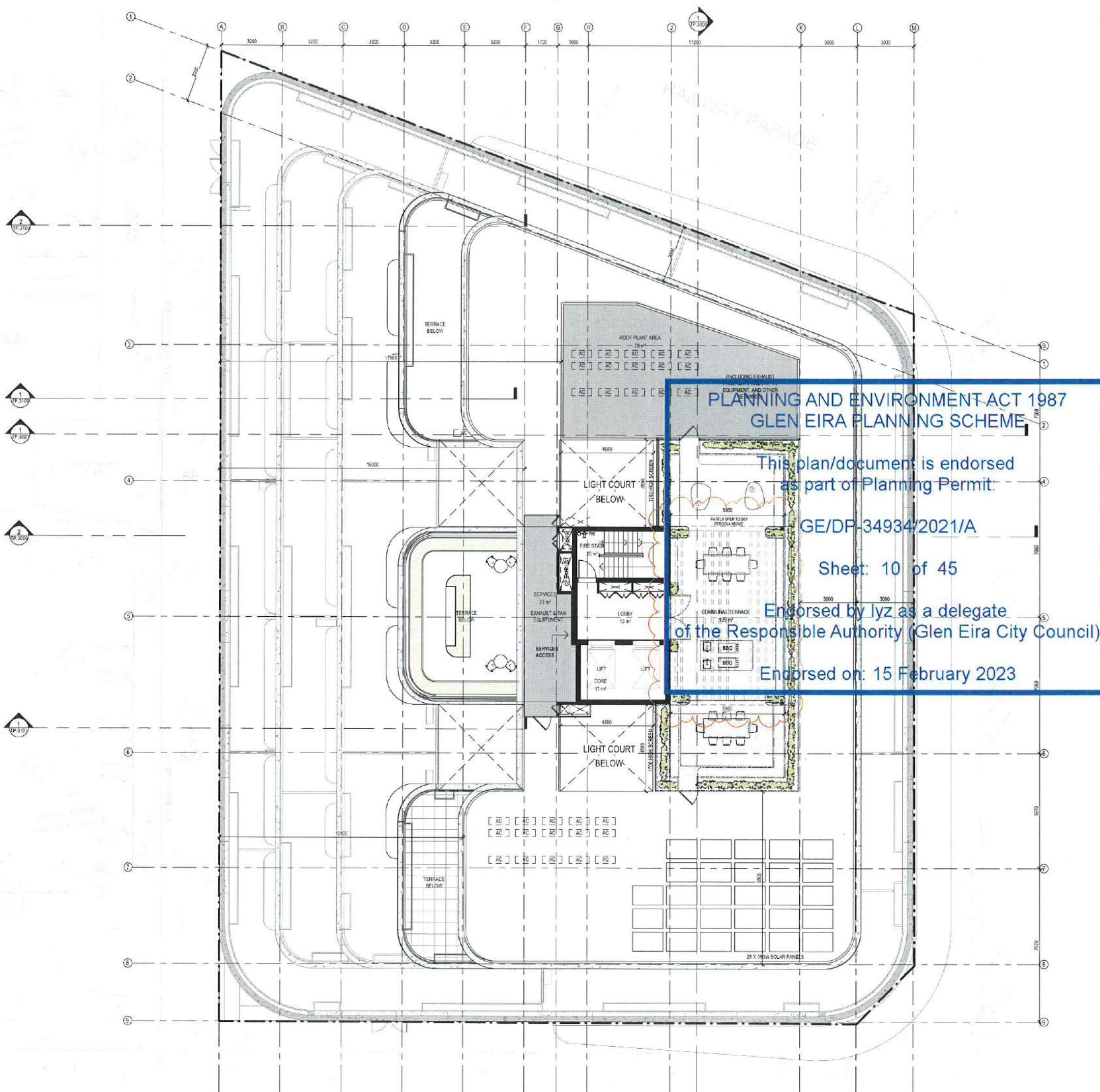
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JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
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DRAWN BY DC  
CHECKED BY DC

DRAWING TITLE  
**ROOF**



TP.1008

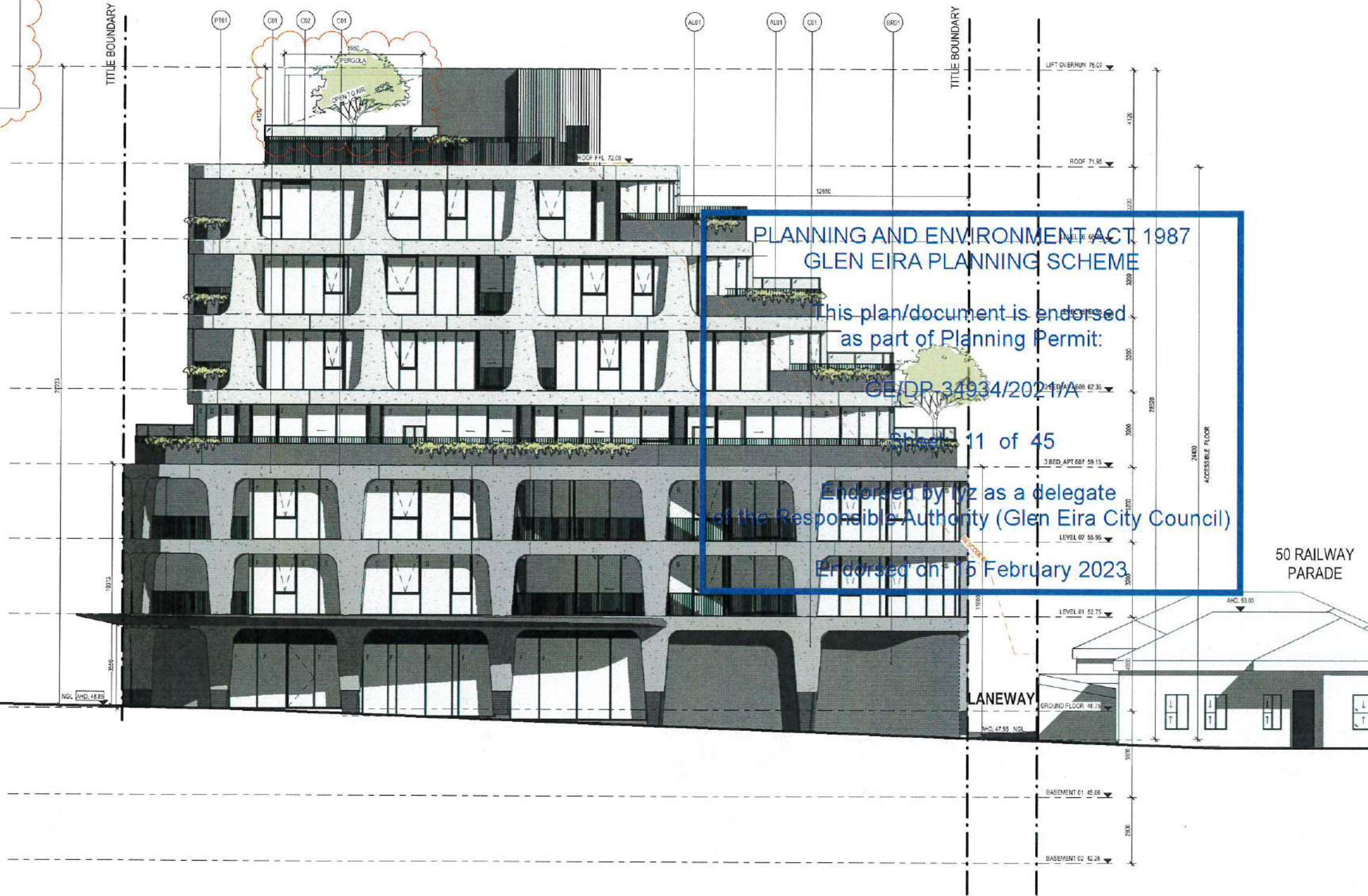


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**MATERIAL SCHEDULE**

- C01** ROUGH RENDER TEXTURE  
COLOUR: DARK GREY
- C02** RENDER TEXTURE  
COLOUR: GREY
- GR01** GRANITE  
COLOUR: CHARCOAL
- PT01** METAL PAINT  
COLOUR: BRONZE
- BR01** BRICK  
COLOUR: CHARCOAL
- AL01** ALUMINIUM  
COLOUR: CHARCOAL
- ME01** METAL LOUVRES  
COLOUR: CHARCOAL



**WINDOW TYPES LEGEND**

- F - FIXED GLAZING
- S - SOLID SPANDREL
- EX - EXTERNAL BLIND
- O - OBSCURE GLAZING (LESS THAN 25% TRANSPARENCY)

**NOTES**

- 1 ALL GROUND FLOOR GLAZING ALONG POATH ROAD, RAILWAY PARADE, AND ROSELLA STREET FRONTAGES TO BE CLEAR
- 2 GLAZING AND ATTENUATION AS PER ENDORSED EXP/ELD ACoustic REPORT
- 3 REFER TO ENDORSED LAMP FOR WASTE ROOM

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REV DATE	REVISION	BY	CHK
A	09/12/2021 TOWN PLANNING	DC	DC
B	13/02/2022 TOWN PLANNING PER	DC	DC
C	07/07/2022 COMPULSORY CONFERENCE WITHOUT PRELIMINARY	DC	DC
D	18/10/22 TOWN PLANNING ENDORSEMENT	DC	DC
E	22/11/22 TOWN PLANNING ENDORSEMENT WITH RESPONSE	DC	DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST, MURRUMBEENA 3163  
and 93 - 101 POATH RD, MURRUMBEENA 3163  
MULTI-RESIDENTIAL

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
CHECKED BY DC

**DRAWING TITLE**  
**NORTH ELEVATION**

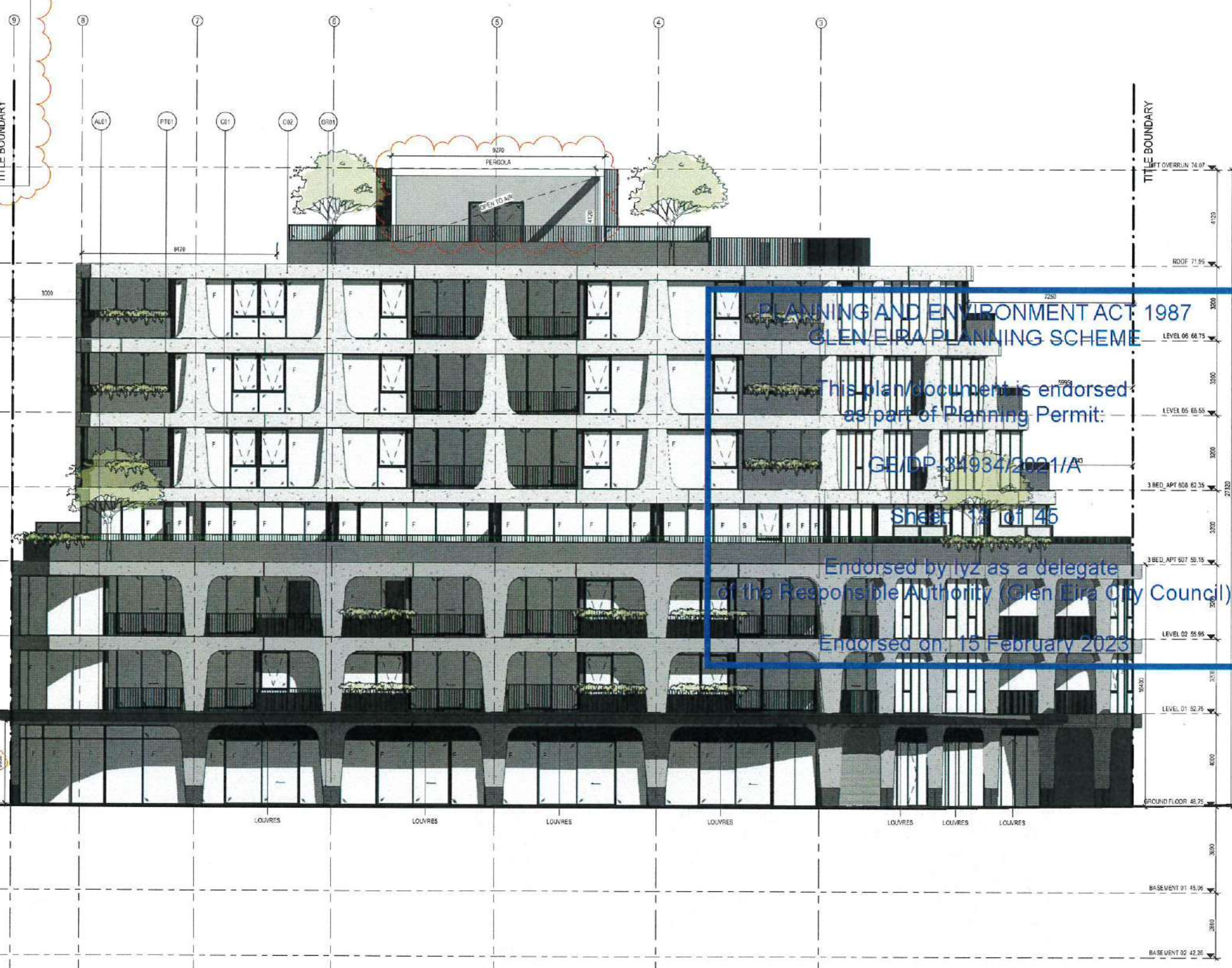


**MATERIAL SCHEDULE**

- C01** ROUGH RENDER TEXTURE  
COLOUR: DARK GREY
- C02** RENDER TEXTURE  
COLOUR: GREY
- GR01** GRANITE  
COLOUR: CHARCOAL
- PT01** METAL PAINT  
COLOUR: BRONZE
- BR01** BRICK  
COLOUR: CHARCOAL
- AL01** ALUMINIUM  
COLOUR: CHARCOAL
- ME01** METAL LOUVRES  
COLOUR: CHARCOAL

TITLE BOUNDARY

TITLE BOUNDARY



PLANNING AND ENVIRONMENT ACT 1987  
GLEN EIRA PLANNING SCHEME

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Sheet 12 of 45

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ROSELLA STREET

AWNING OVER SKY RAIL & TRAIN STATION

SKY RAIL

- WINDOW TYPES LEGEND**
- F - FIXED GLAZING
  - S - SOLID SPANDREL
  - EX - EXTERNAL BLIND
  - O - OBSCURE GLAZING (LESS THAN 25% TRANSPARENCY)

- NOTES**
1. ALL GROUND FLOOR GLAZING ALONG POATH ROAD, ROSELLA STREET AND ROSELLA STREET FRONTAGES TO BE CLEAR.
  2. GLAZING AND ATTENUATION AS PER ENDORSED ENFIELD ACQUISITION REPORT.
  3. REFER TO ENDORSED UMP FOR WASTE ROOM.

# CERA STRIBLEY

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A	06/11/2021	TOWN PLANNING	DC	DC
B	18/12/2021	TOWN PLANNING PER	DC	DC
C	07/02/2022	COMPULSORY CONFERENCE WITHOUT PRELIMINARY	DC	DC
D	18/10/22	TOWN PLANNING ENDORSEMENT	DC	DC
E	22/11/22	TOWN PLANNING ENDORSEMENT WITH RESPONSE	DC	DC

**PROJECT**

**ROSELLA**  
50 ROSELLA ST, MURRUMBEENA 3163  
and 93 - 101 POATH RD, MURRUMBEENA 3163

MULTI-RESIDENTIAL

**DRAWING STATUS**

**DESIGN DEVELOPMENT**

JOB N° 21280  
REVISION N° E  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
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**DRAWING TITLE**

**EAST ELEVATION**



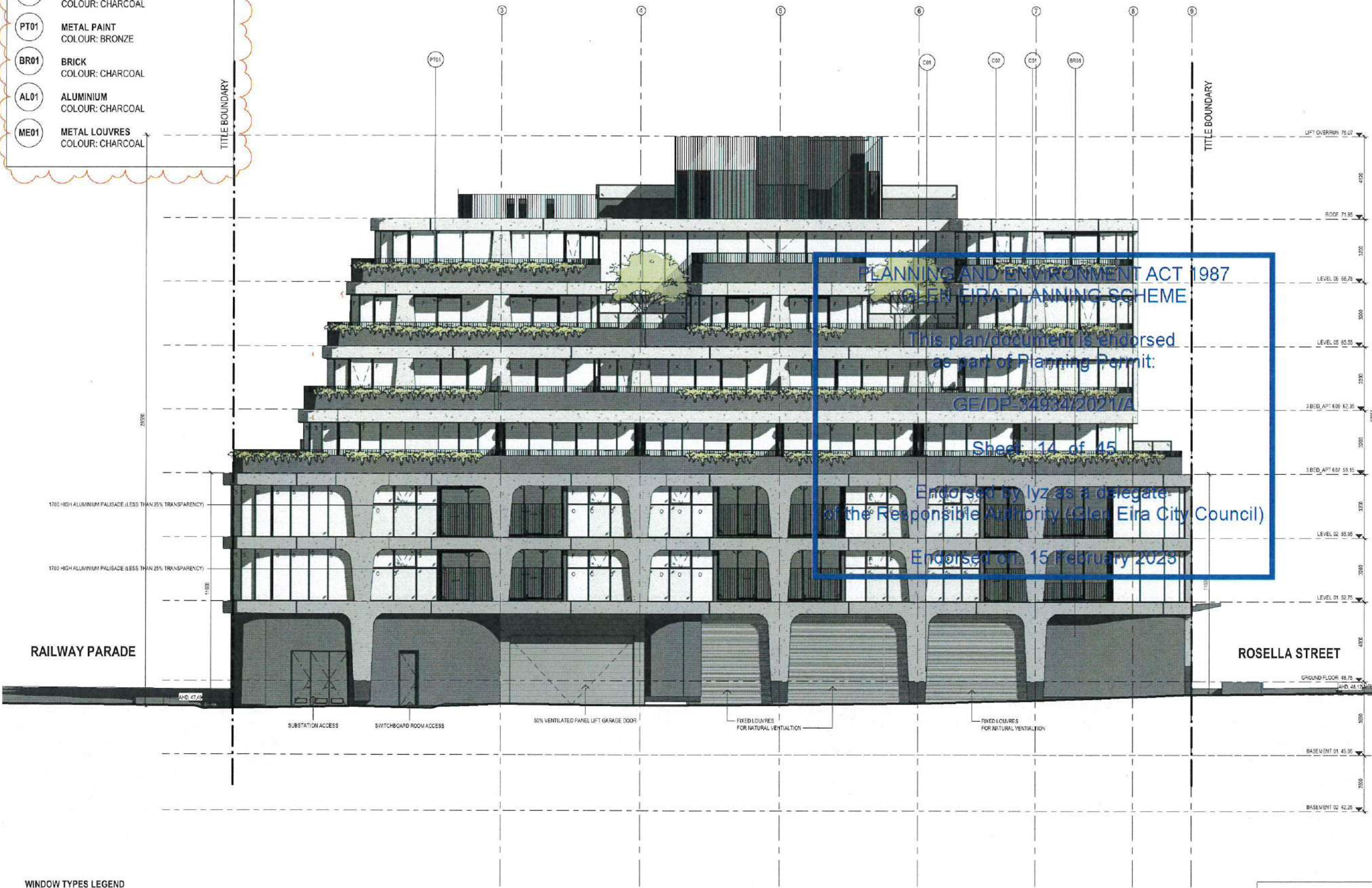




**MATERIAL SCHEDULE**

- C01** ROUGH RENDER TEXTURE  
COLOUR: DARK GREY
- C02** RENDER TEXTURE  
COLOUR: GREY
- GR01** GRANITE  
COLOUR: CHARCOAL
- PT01** METAL PAINT  
COLOUR: BRONZE
- BR01** BRICK  
COLOUR: CHARCOAL
- AL01** ALUMINIUM  
COLOUR: CHARCOAL
- ME01** METAL LOUVRES  
COLOUR: CHARCOAL

TITLE BOUNDARY



**PLANNING AND ENVIRONMENT ACT 1987**  
**GLENN EIRA PLANNING SCHEME**  
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RAILWAY PARADE

ROSELLA STREET

**WINDOW TYPES LEGEND**

- F - FIXED GLAZING
- S - SOLID SPANDREL
- EX - EXTERNAL BLIND
- O - OBSCURE GLAZING (LESS THAN 25% TRANSPARENCY)

**NOTES**

1. ALL GROUND FLOOR GLAZING ALONG POATH ROAD, RAILWAY PARADE AND ROSELLA STREET FRONTAGES TO BE CLEAR.
2. GLAZING AND ATTENUATION AS PER ENDORSED ENFIELD ACOUSTIC REPORT.
3. REFER TO ENDORSED WWP FOR WASTE ROOM.

**CERA STRIBLEY**

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Prahran VIC 3181 AUS

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REV	DATE	REVISION	BY	CHK
A	09/12/2021	TOWN PLANNING	DC	DC
B	12/12/2021	TOWN PLANNING RP	DC	DC
C	01/07/2022	COMPL. SDRY	DC	DC
		CONFERENCE - WITHOUT PRELAVO CE		
D	18/10/22	TOWN PLANNING - ENCLOSURE	DC	DC
E	22/11/22	TOWN PLANNING - ENCLOSURE WITH RESPONSE	DC	DC

**PROJECT**  
**ROSELLA**  
 50 ROSELLA ST, MURRUMBEENA  
 3163  
 and 93 - 101 POATH RD,  
 MURRUMBEENA 3163  
 MULTI-RESIDENTIAL

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

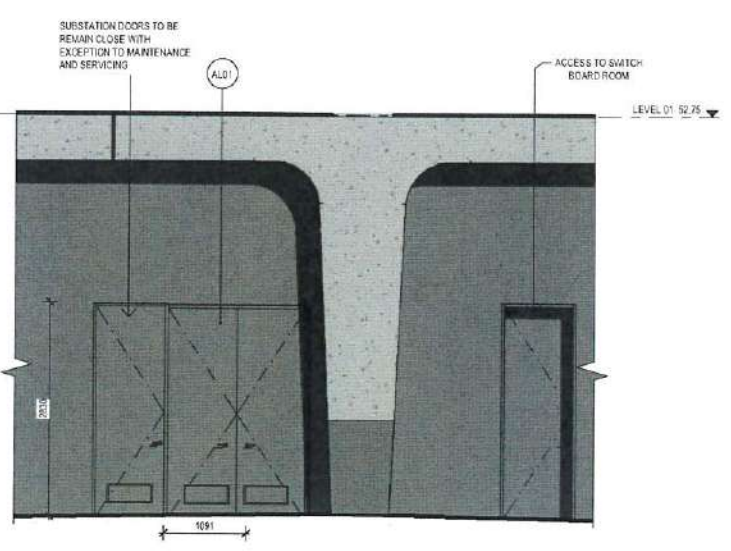
JOB N° 21289  
 REVISION N° E  
 DATE 22/11/22  
 SCALE 1:100 @ A1  
 DRAWN BY DC  
 CHECKED BY DC

**DRAWING TITLE**  
**WEST ELEVATION**

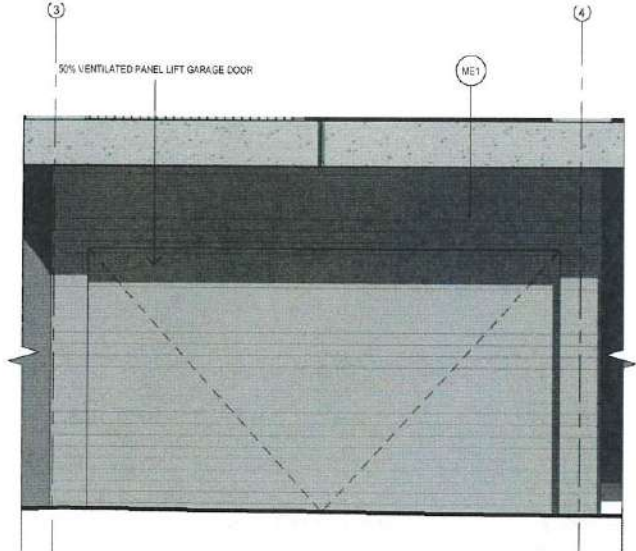


**MATERIAL SCHEDULE**

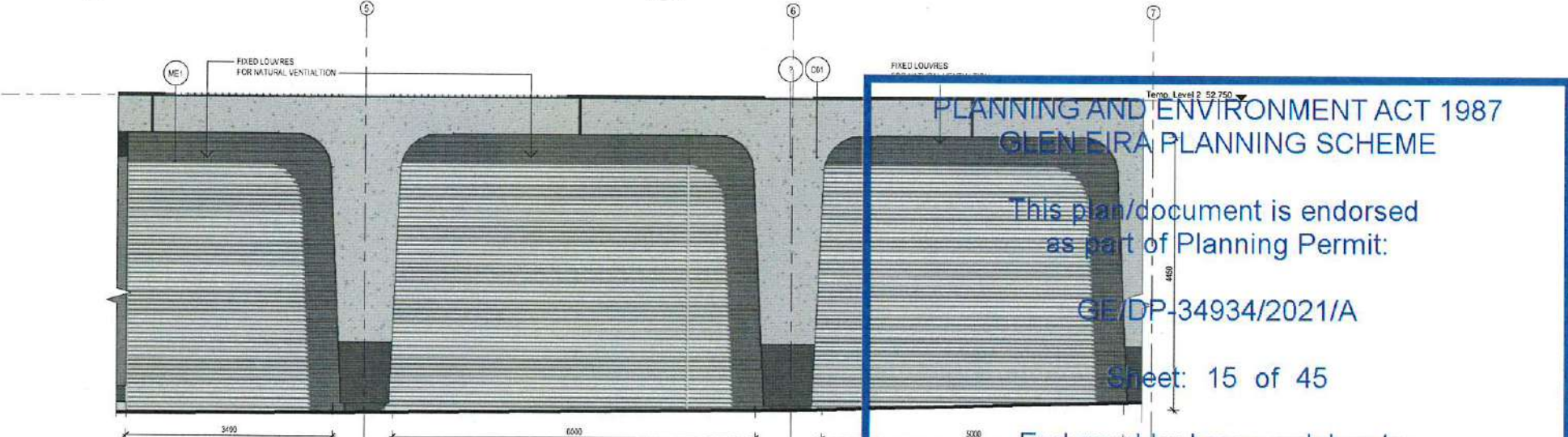
- C01** ROUGH RENDER TEXTURE  
COLOUR: DARK GREY
- C02** RENDER TEXTURE  
COLOUR: GREY
- GR01** GRANITE  
COLOUR: CHARCOAL
- PT01** METAL PAINT  
COLOUR: BRONZE
- BR01** BRICK  
COLOUR: CHARCOAL
- AL01** ALUMINIUM  
COLOUR: CHARCOAL
- ME01** METAL LOUVRES  
COLOUR: CHARCOAL



**1 SERVICES WEST ELEVATION 01**  
1:50

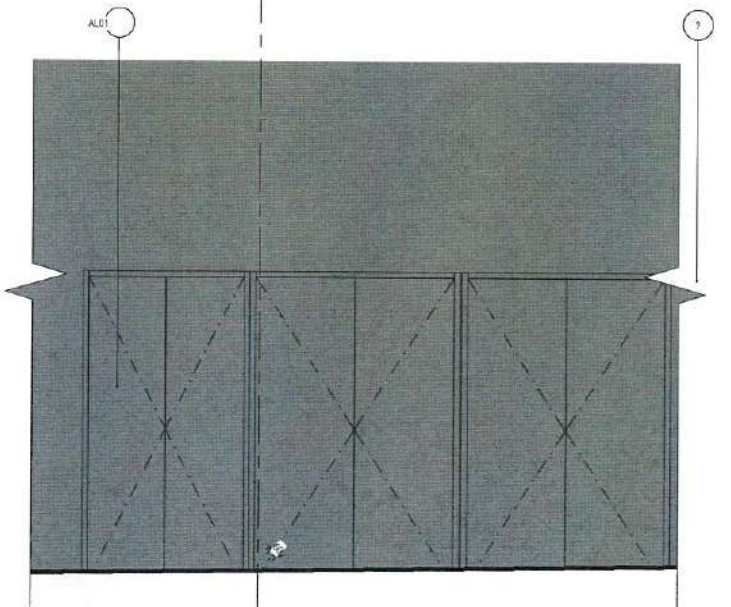


**2 SERVICES WEST ELEVATION 02**  
1:50

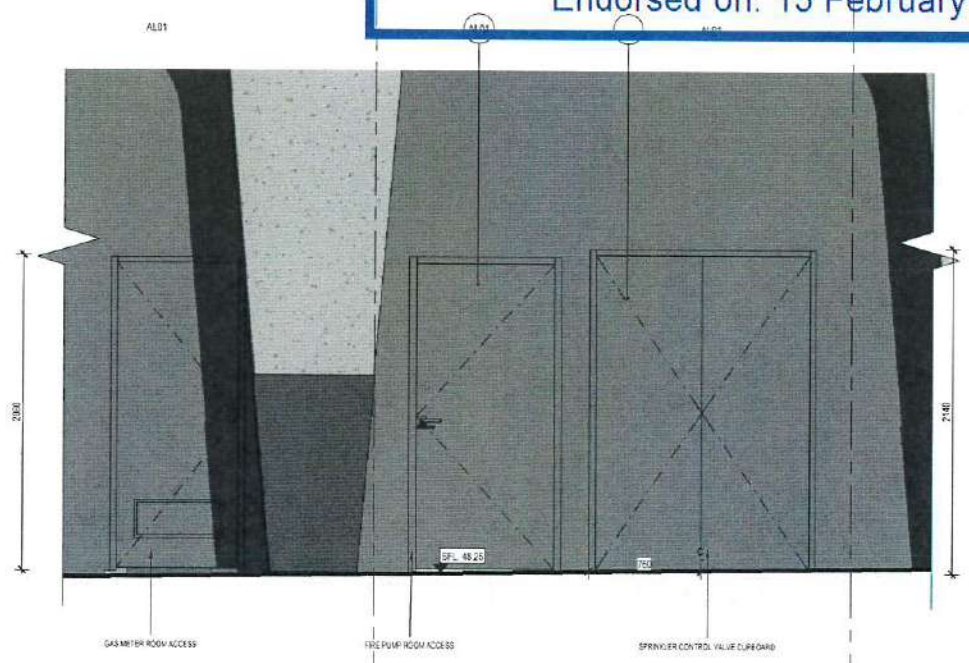


**3 SERVICES WEST ELEVATION 03**  
1:50

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**4 SERVICES SOUTH ELEVATION BOOSTER CUPBOARDS**  
1:25



**5 SERVICES SOUTH ELEVATION GAS AND SPRINKLER DOORS**  
1:25

**NOTE:**  
ALL GROUND FLOOR GLAZING ALONG POATH ROAD, RAILWAY PARADE AND ROSELLA STREET FRONTAGES TO BE CLEAN.

**CERA STRIBLEY**

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Prahran VIC 3181 AUS

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REV DATE	REVISION	BY	CHK
A	07/02/22 COMPULSORY CONFERENCE WITHOUT PROPOSAL	DC	DC
B	18/02/22 TOWN PLANNING ENDORSEMENT	DC	DC
C	22/01/23 TOWN PLANNING ENDORSEMENT RPT RESPONSE	DC	DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST, MURRUMBEENA 3163  
and 93 - 101 POATH RD, MURRUMBEENA 3163  
**MULTI-RESIDENTIAL**

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

**JOB N°** 21289  
**REVISION N°** C  
**DATE** 22/11/22  
**SCALE** As indicated @ A1  
**DRAWN BY** DC  
**CHECKED BY** DC

**DRAWING TITLE**  
**DETAIL ELEVATION - SERVICES**



Cera Stribley  
Architecture  
Interior Design

Cera Stribley Pty. Ltd.  
ABN 29 350 585 700

+ 61 3 9533 2582  
info@cs-a.com.au  
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Prahran VIC 3161 AUS

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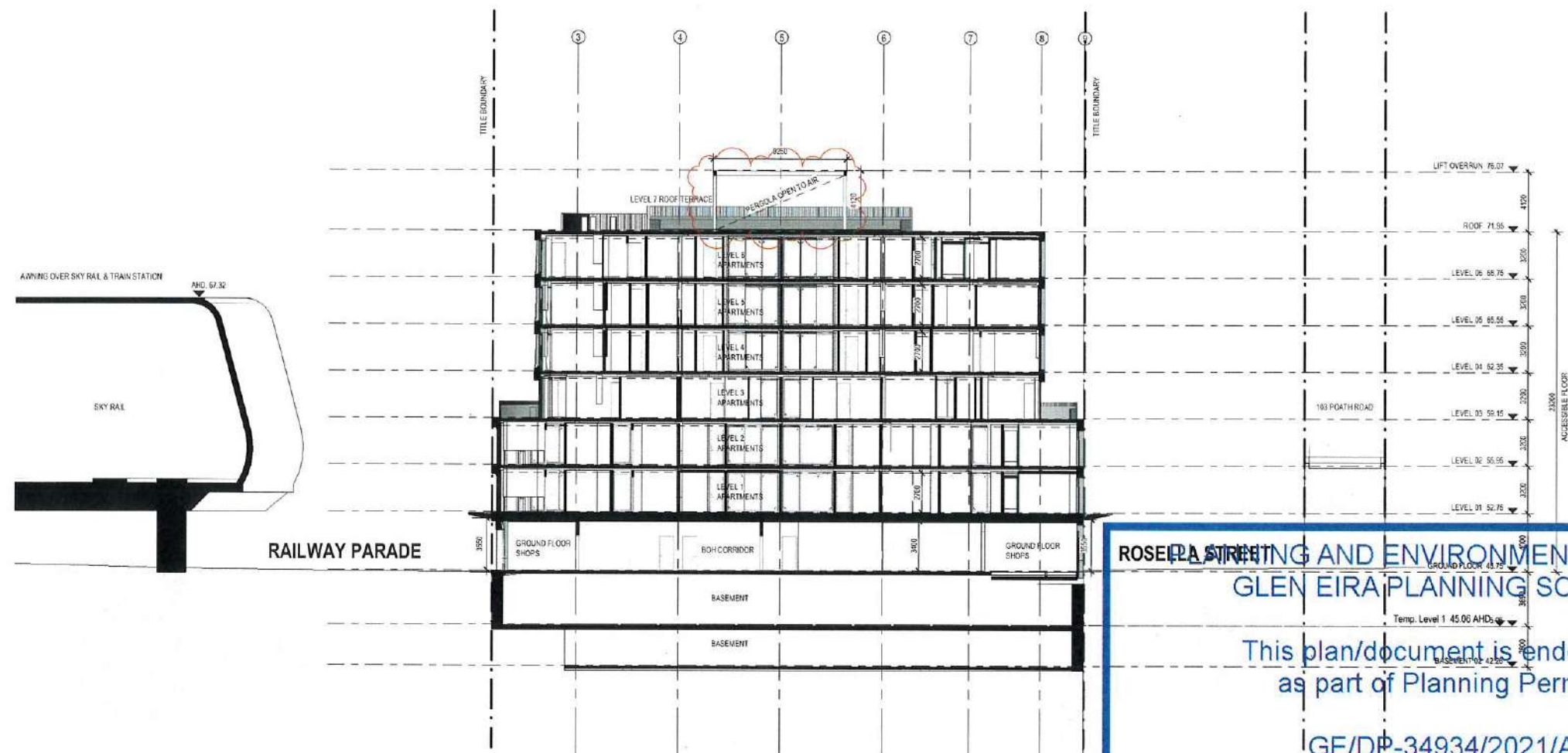
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B	13/02/2021	TOWN PLANNING FFR	DC	DC
C	07/02/2022	COMPULSORY CONFERENCE WITHOUT PRELIMINARY	DC	DC
D	18/03/22	TOWN PLANNING ENDORSEMENT	DC	DC
E	22/11/22	TOWN PLANNING ENDORSEMENT WITH RESPONSE	DC	DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST, MURRUMBEENA  
3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163  
MULTI-RESIDENTIAL

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
SCALE 1:200 @ A1  
DRAWN BY DC  
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**DRAWING TITLE**  
**SECTIONS**



**ROSELLA STREETING AND ENVIRONMENT ACT 1987**  
**GLEN EIRA PLANNING SCHEME**

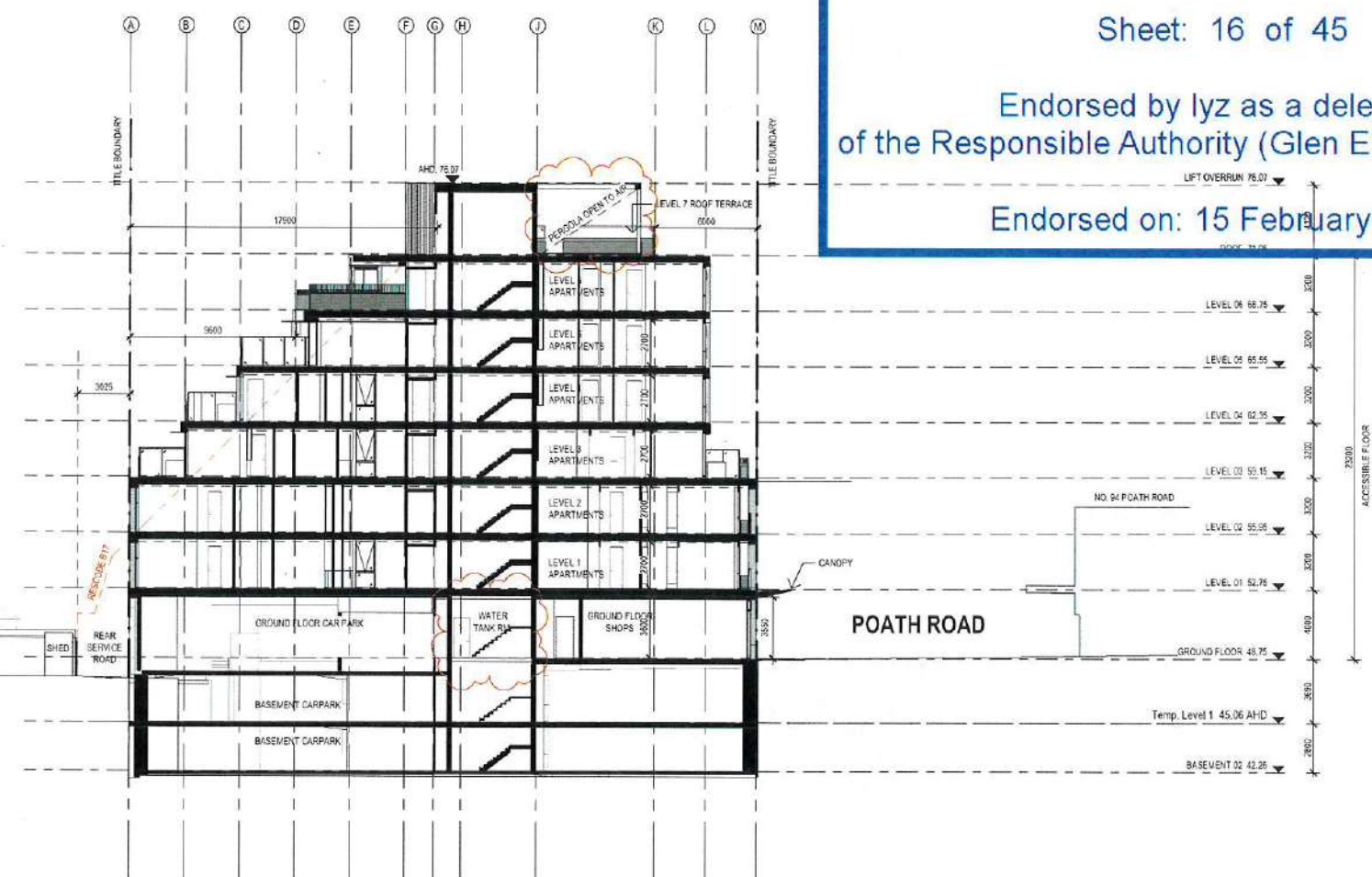
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**GE/DP-34934/2021/A**

Sheet: 16 of 45

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Endorsed on: 15 February 2023

**1 SECTION A**  
TP.1000  
1:200



**2 SECTION B**  
TP.1000  
1:200



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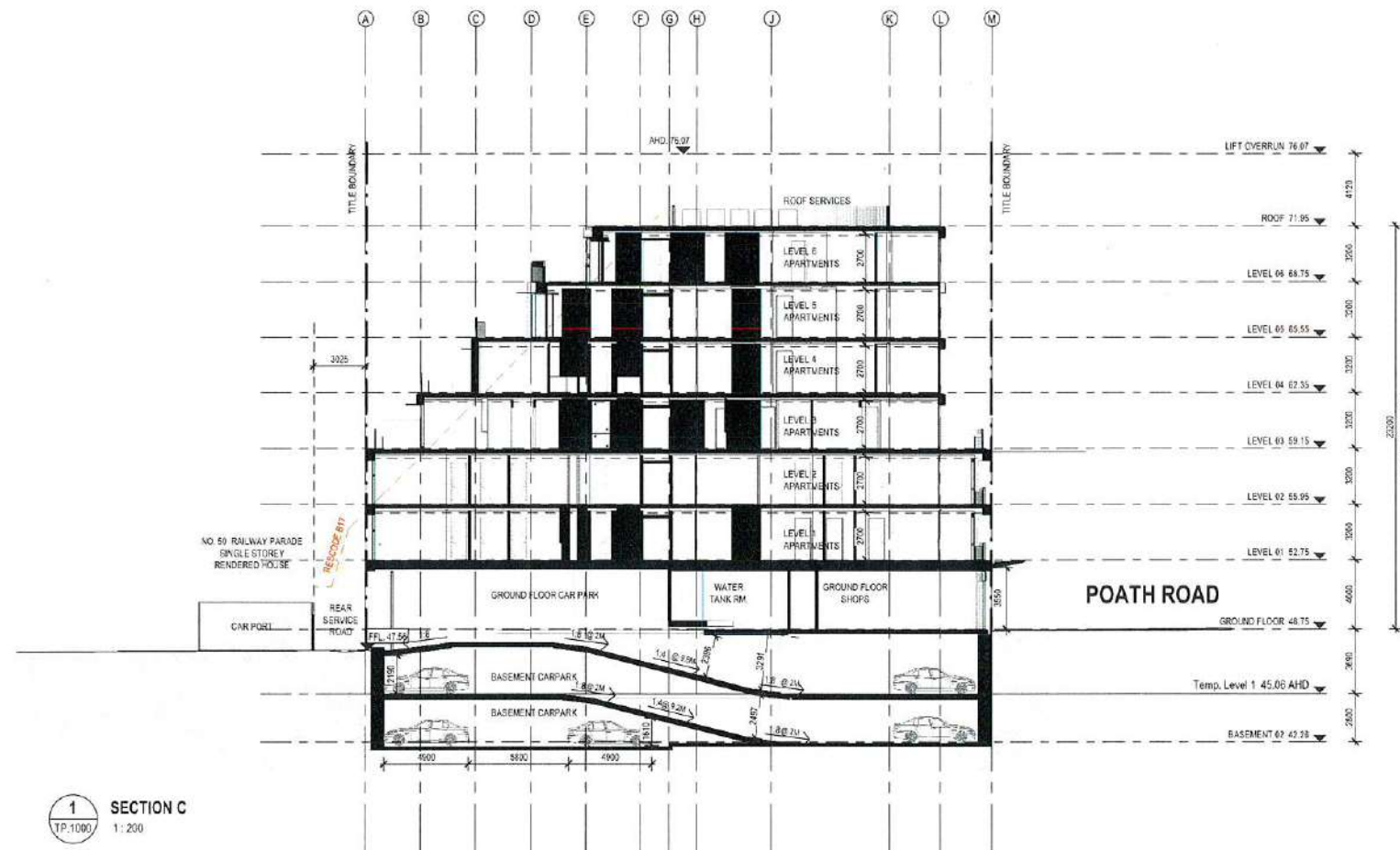
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B	13/12/21	TOWN PLANNING RP	DC	DC
C	01/02/22	COMPULSORY CONFERENCE - WITHOUT PREJUDICE	DC	DC
D	18/10/22	TOWN PLANNING - ENDORSEMENT	DC	DC
E	22/11/22	TOWN PLANNING - ENDORSEMENT (P) REORGANISE	DC	DC

**PROJECT**  
**ROSELLA**  
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3163  
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MURRUMBEENA 3163  
MULTI-RESIDENTIAL

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
SCALE 1:200 @ A1  
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**DRAWING TITLE**  
**SECTIONS**





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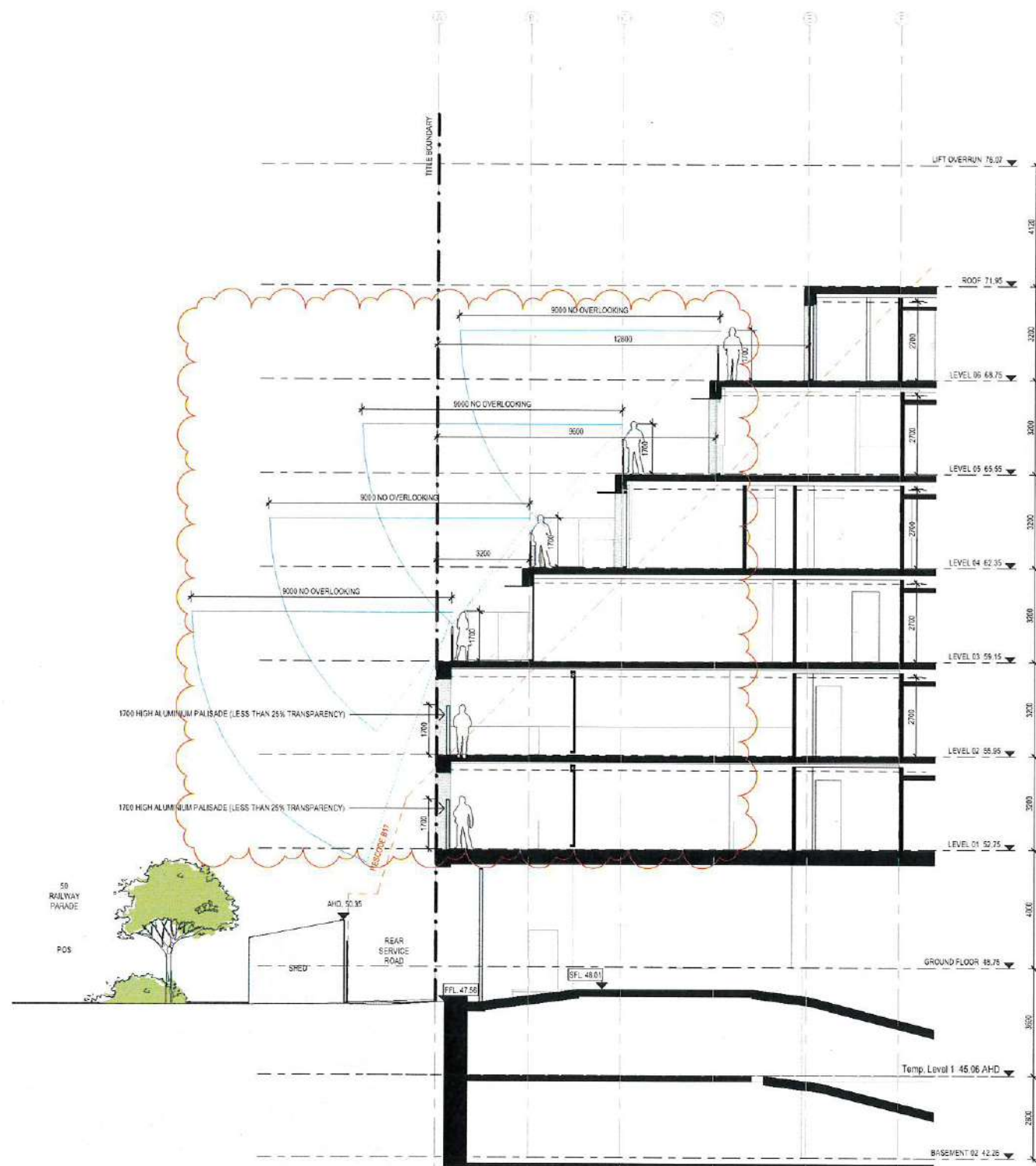
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E	22/11/22 TOWN PLANNING - ENDORSEMENT RFI RESPONSE	DC	DC

**PROJECT**  
**ROSELLA**  
50 ROSELLA ST, MURRUMBEENA  
3163  
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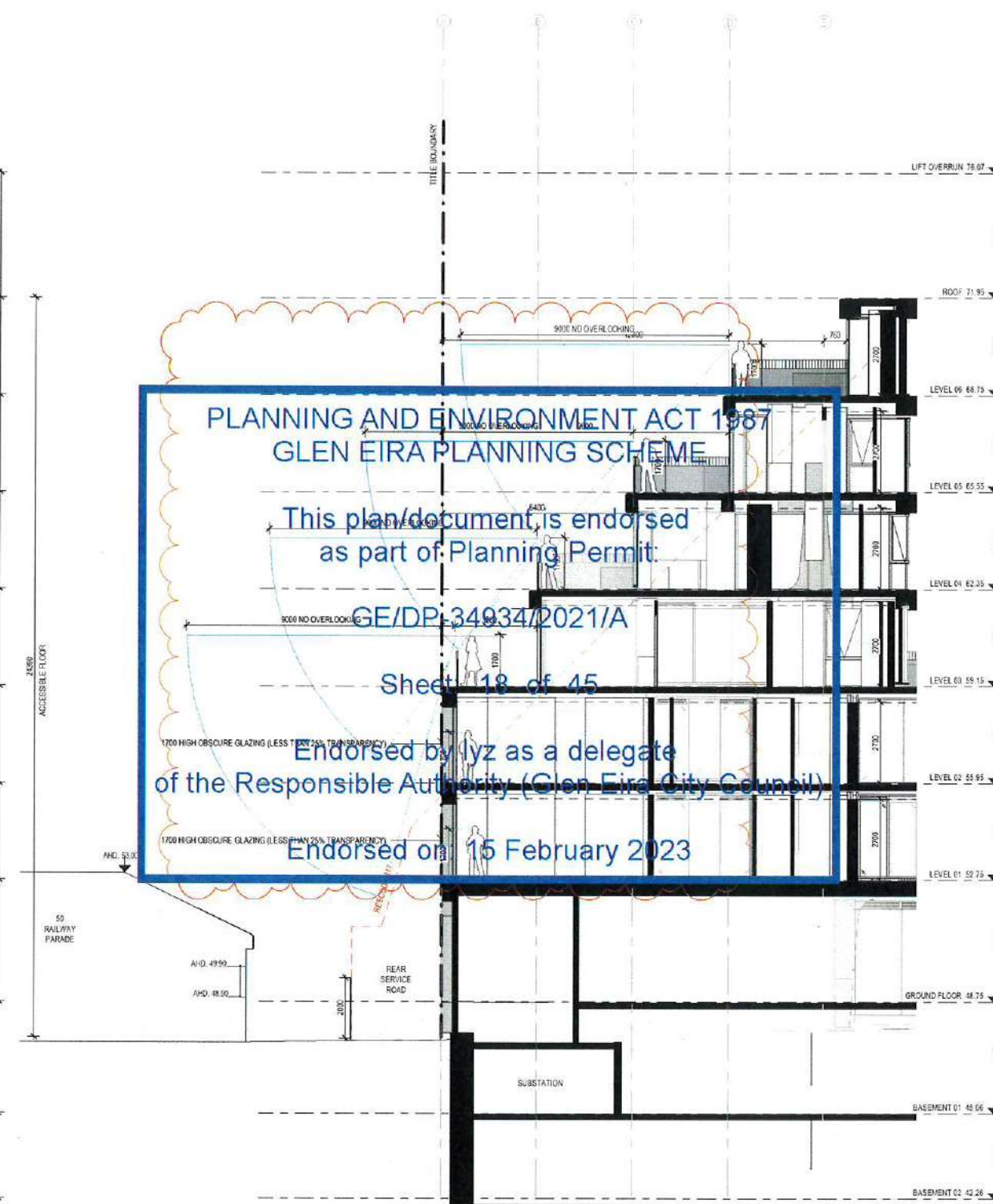
**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° E  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
CHECKED BY DC

**DRAWING TITLE**  
**OVERLOOKING SECTION**



1 Section\_D Overlooking POS  
TP.1000 1:100



2 Section\_E Overlooking Window North  
TP.1000 1:100

PLANNING AND ENVIRONMENT ACT 1987  
GLEN EIRA PLANNING SCHEME

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REV DATE	REVISION	BY	CHK
A	01/07/2022	COMPL. SORT	DC DC
B	22/11/22	TOWN PLANNING ENCLOSURE IN RESPONSE	DC DC

PROJECT  
**ROSELLA**  
50 ROSELLA ST, MURRUMBEENA  
3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163  
MULTI-RESIDENTIAL

DRAWING STATUS  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° B  
DATE 22/11/22  
SCALE 1:100 @ A1  
DRAWN BY DC  
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DRAWING TITLE  
**OVERLOOKING SECTION**

TP.3101

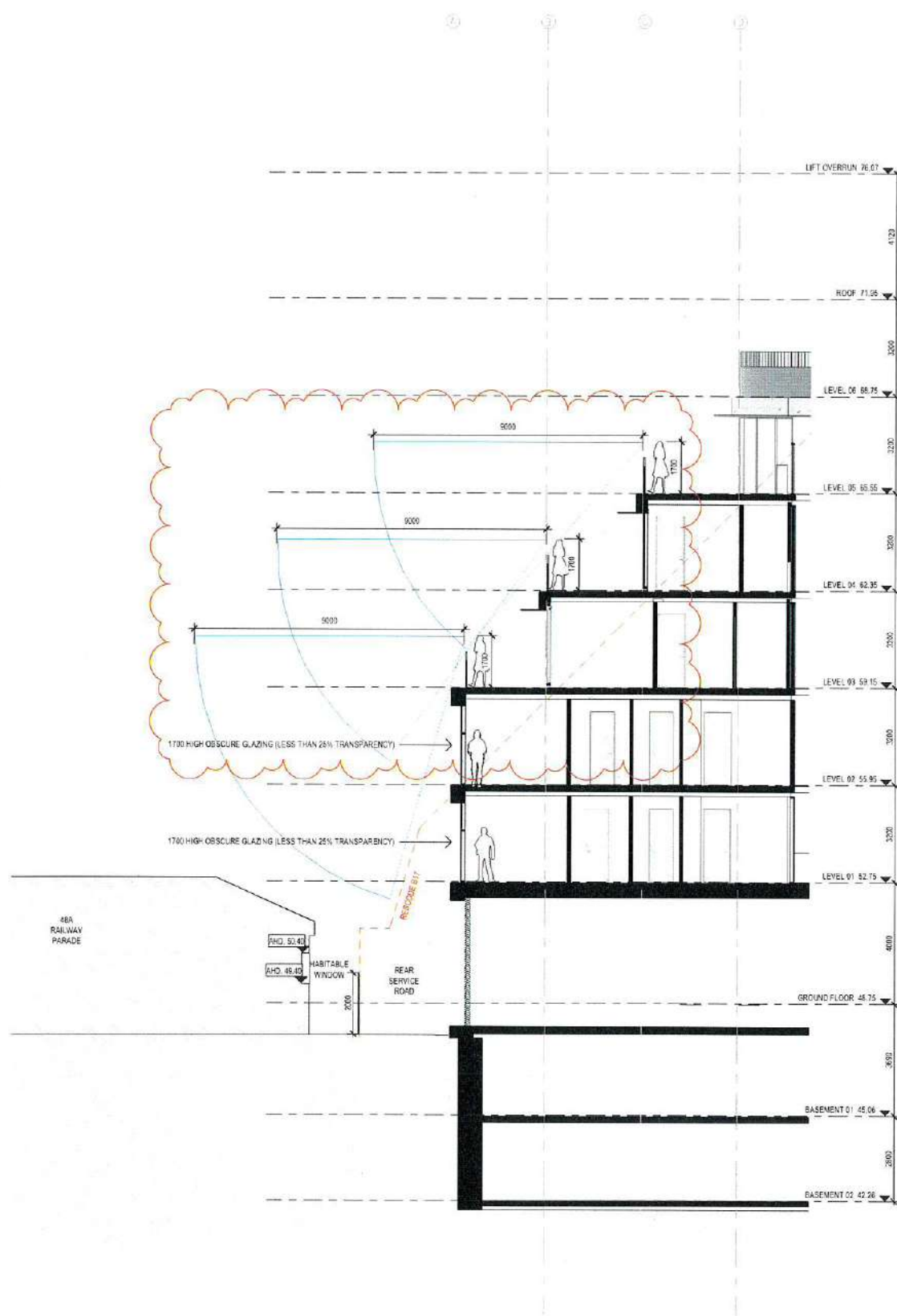
PLANNING AND ENVIRONMENT ACT 1987  
GLEN EIRA PLANNING SCHEME

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**GE/DP-34934/2021/A**

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1 Section\_F Overlooking Window  
TP.1000 1:100



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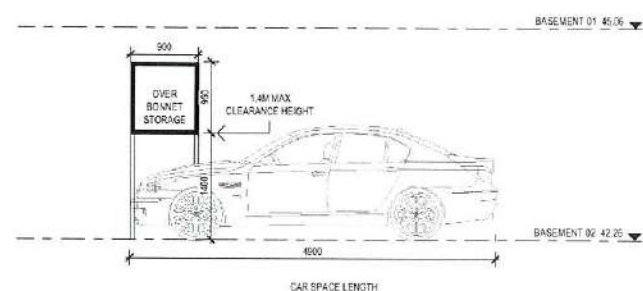
REV DATE	REVISION	BY	CHK
A	18/10/22 TOWN PLANNING - ENDORSEMENT	DC	DC
B	22/11/22 TOWN PLANNING - ENDORSEMENT RESPONSE	DC	DC

**PROJECT**  
**ROSELLA**  
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3163  
and 93 - 101 POATH RD,  
MURRUMBEENA 3163  
**MULTI-RESIDENTIAL**

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° B  
DATE 22/11/22  
SCALE 1:50 @ A1  
DRAWN BY DC  
CHECKED BY DC

**DRAWING TITLE**  
**DETAIL SECTION**



1 Detail Section Storage  
1:50

## PLANNING AND ENVIRONMENT ACT 1987 GLEN EIRA PLANNING SCHEME

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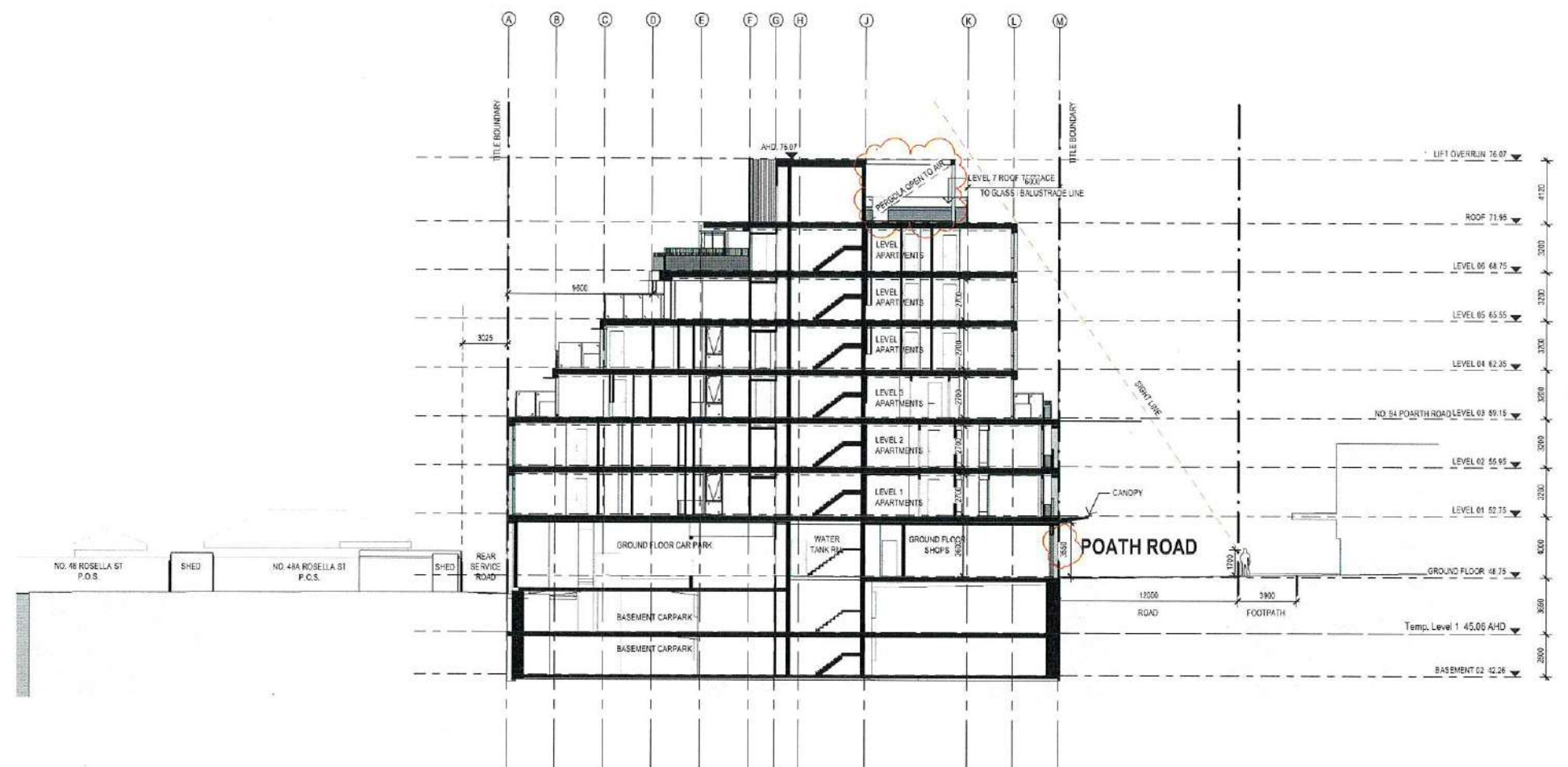
REV DATE	REVISION	BY	CHK
A	21/07/2022	COMPLIANCE	DC DC
B	18/10/22	TOWN PLANNING ENDORSEMENT	DC DC
C	22/11/22	TOWN PLANNING ENDORSEMENT #1	DC DC

**PROJECT**  
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3163  
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MURRUMBEENA 3163  
MULTI-RESIDENTIAL

**DRAWING STATUS**  
**DESIGN DEVELOPMENT**

JOB N° 21289  
REVISION N° C  
DATE 22/11/22  
SCALE 1:200 @ A1  
DRAWN BY DC  
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**DRAWING TITLE**  
**SIGHT LINE SECTION**



**PLANNING AND ENVIRONMENT ACT 1987**  
**GLEN EIRA PLANNING SCHEME**  
  
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 Endorsed on: 15 February 2023

# TISHER LINER FC LAW

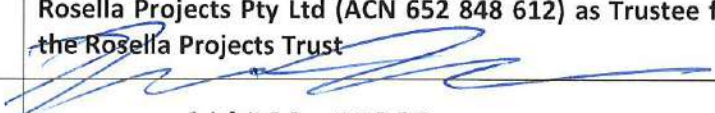
## Vendor Statement

The Vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962 (Vic)*.

This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract of Sale ("the Contract"). The Vendor may sign by electronic signature.

The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the Purchaser signed any Contract.

<b>LAND:</b>	Lot....., 93-101 Poath Road Murrumbeena Victoria 3186	
--------------	---	--

<b>VENDOR'S NAME:</b>	Rosella Projects Pty Ltd (ACN 652 848 612) as Trustee for the Rosella Projects Trust	Date: 19/8/2023
<b>VENDOR'S SIGNATURE</b>	 SIGNED UNDER ..... POWER OF ATTORNEY	

<b>PURCHASER'S NAME:</b>		Date: / / 2023
<b>PURCHASER'S SIGNATURE</b>	.....	
<b>PURCHASER'S NAME:</b>		Date: / / 2023
<b>PURCHASER'S SIGNATURE</b>	.....	

## **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 certificates and documents attached to this Vendor Statement. As the Property is not separately rated as at the Day of Sale, the Vendor is unable to accurately ascertain the exact quantum of the outgoings that will apply to the property after Registration of the Plan. As of the Day of Sale, the Vendor estimates that the total of the outgoings (excluding Owners Corporation fees, which are set out in item 6 of the Vendor Statement) will be in the range as set out below;

\$3,000.00 to \$4,000.00 per annum.

- (b) There are NO amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge<sup>1</sup>, other than any amounts described in this Vendor Statement.
- (c) The property is not yet separately rated and the attached rates certificates are issued for the land contained in Register Search Statement - Volume 6014 Folio 647. If at settlement, the property is not separately rated an adjustment of the rates and charges will be effected on a lot liability basis but subject at all times to the method of adjustment set out in the Contract of Sale for the Land.
- (d) After settlement of the Property, a supplementary valuation will issue for the Property which will result in a separate rate assessment being issued for the Property.

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

**Unless otherwise disclosed in the attached certificates and documents, none to the knowledge of the Vendor<sup>2</sup>**

### **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 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**

---

<sup>1</sup> Other than any GST payable in accordance with the Contract (if applicable)

<sup>2</sup> Other than in respect to any charges under the PPS Act (if any, where the Purchaser should make its own enquiries)



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 receipt 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 (Vic)* applies to the residence.

**Not Applicable**

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building, or on which building work has been carried out.*

## 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 copy documents referred to in item 13 of this Vendor Statement.

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

**As far as the Vendor is aware, there are none.**

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 (Vic)* if the box is marked with an "X"

### 3.4 Planning Scheme

The required specified information is as follows:

- |     |                               |                                |
|-----|-------------------------------|--------------------------------|
| (a) | Name of Planning Scheme       | Glen Eira Planning Scheme      |
| (b) | Name of Responsible Authority | City of Glen Eira              |
| (c) | Zoning of the Land            | Commercial 1 Zone              |
| (d) | Name of Planning Overlay      | Parking Overlay – Precinct 2-2 |

The Purchaser is referred to the Planning Permit (No. GE/DP-34934/2021) and the Planning Certificate for further details.

## 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 are contained in the attached certificates and/or statements and/or documents and if no certificates, statements or documents are attached then none to the Vendor's knowledge

### 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:

**None to the knowledge of the Vendor**

### 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 (Vic)* are as follows:

**None to the knowledge of the Vendor**

## 5. BUILDING PERMITS

---

Particulars of any building permit issued under the *Building Act 1993 (Vic)* in the preceding 7 years (required only where there is a residence on the Land) are contained in the attached certificate.

## 6. OWNERS CORPORATIONS

---

This Section 6 only applies if the land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 (Vic)*.

- 6.1 This Section 6 only applies if the land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 (Vic)*.
- 6.2 The land is currently NOT affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006 (Vic)*. Upon registration of the Plan of Subdivision the Owners Corporations will be established and the Owners Corporation Certificate/s will be provided to the Purchaser.
- 6.3 The Purchaser will become a member of one or more of the owners corporations.
- 6.4 The Owners Corporation fees payable by the Purchaser cannot be confirmed until the Plan is Registered. As of the Day of Sale, the Vendor estimates that the total of the Owners Corporation fees will be in the range as set out in the schedule attached to the Vendor Statement.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

---

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

**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
- Gas supply
- Water supply
- Sewerage
- Telephone

## 9. TITLE - INFORMATION ABOUT THE VENDOR'S TITLE

---

Attached are copies of the following documents:

- 9.1 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.

Attached is a copy of the latest version of the plan if the Plan of Subdivision has not yet been certified

### **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 (Vic)*.

**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 (Vic)* is proposed.

**Not Applicable**

## **11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

---

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

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

- (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 facility; and
- (b) which has a net lettable area of at least 1,000m<sup>2</sup>, (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

**Not Applicable**

## **12. DUE DILIGENCE CHECKLIST**

---

The *Sale of Land Act 1962 (Vic)* provides that the Vendor or the Vendor’s licensed Estate Agent must make a prescribed due diligence checklist available to the



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, especially for auction sales or where the Vendor has not appointed an Estate Agent.

### **13. ATTACHMENTS**

---

Copies of the following title documents are attached:

- 13.1 Register Search Statement - Volume 6014 Folio 647
- 13.2 Plan of Subdivision No. 12657
- 13.3 Proposed Plan of Subdivision
- 13.4 Planning Permit No. GE/DP-34934/2021 issued 21 April 2022
- 13.5 Planning Certificate
- 13.6 Bushfire Prone Area Report
- 13.7 City of Glen Eira Land Information Certificate
- 13.8 City of Glen Eira Building Approval Certificate
- 13.9 Building Permit
- 13.10 South East Water Information Statement & Property Service Plan
- 13.11 Land Tax Certificate
- 13.12 Roads Certificate
- 13.13 EPA Certificate
- 13.14 Heritage Certificate
- 13.15 Owners Corporation Estimated Contribution Schedule

# 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 <http://www.consumer.vic.gov.au/duediligencechecklist> (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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





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

Page 1 of 1

VOLUME 06014 FOLIO 647

Security no : 124107340408W  
Produced 04/07/2023 09:47 AM

**LAND DESCRIPTION**

Lots 1,2,3,4,5,6 and 7 on Plan of Subdivision 012657.  
PARENT TITLE Volume 05960 Folio 929  
Created by instrument 1601405 16/01/1936

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
ROSELLA PROJECTS PTY LTD of 6-8 ELWOOD STREET BRIGHTON VIC 3186  
AW220428U 31/10/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW220429S 31/10/2022  
WESTPAC BANKING CORPORATION

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 LP012657 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 31/10/2022

DOCUMENT END



# Imaged Document Cover Sheet

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Document Identification	<b>LP012657</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>04/07/2023 09:48</b>

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PLAN — OF — SUBDIVISION  
 OF PART OF CROWN PORTION 78  
**PARISH — OF — PRAHRAN**  
 EAST OF ELSTERNWICK  
 COUNTY OF BOURKE

**LP 12657**  
 EDITION 1  
 PLAN MAY BE LODGED 28.8.28

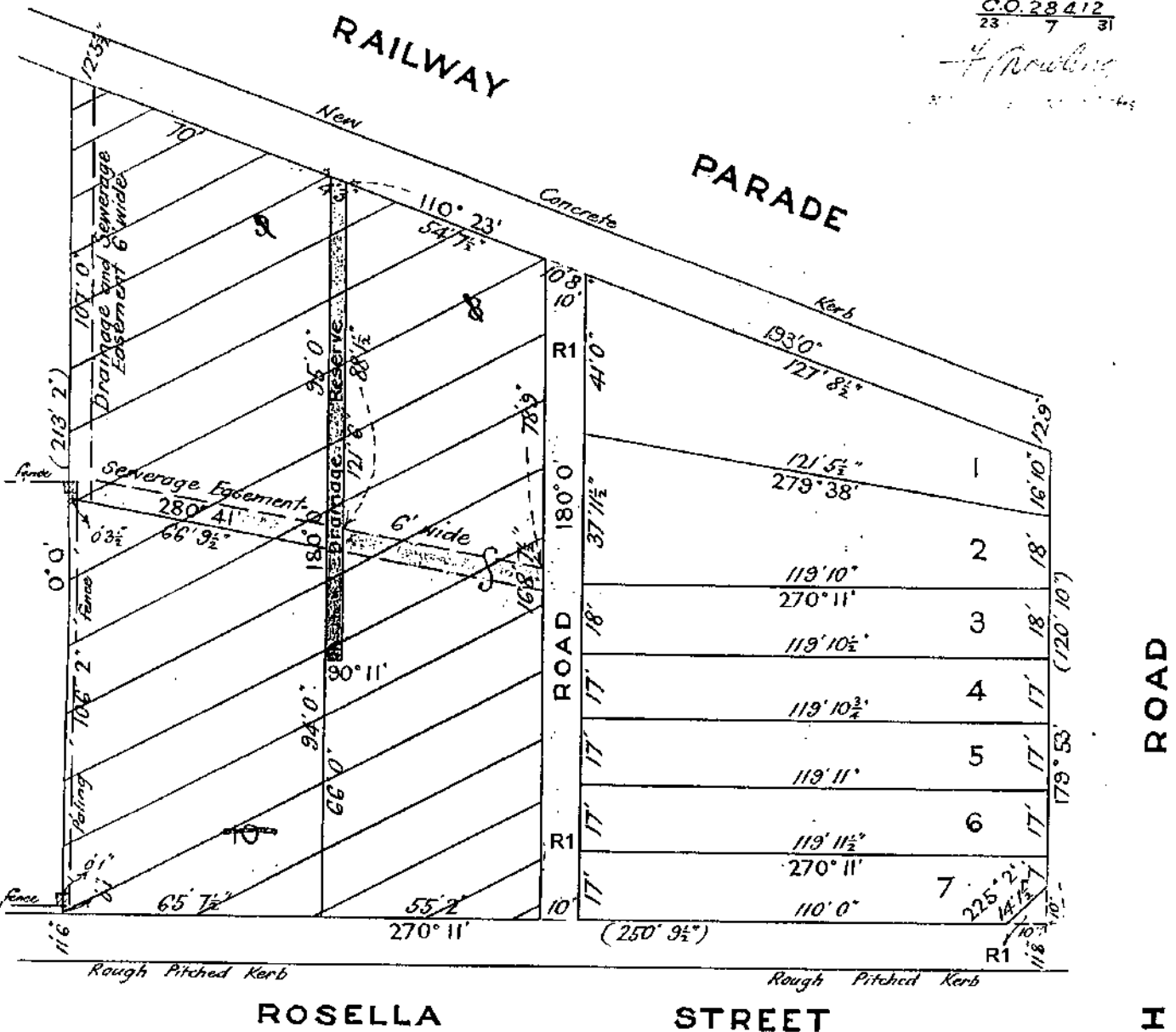
**COLOUR CODE**  
 BL=BLUE G=GREEN  
 R1=BROWN P=PURPLE  
 Y=YELLOW R=RED  
 H=HATCH CH=CROSS HATCH

v 4260 F917


**Measurements are in Feet & Inches**  
 Conversion Factor  
 FEET X 0.3048 = METRES

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

*Partion hatched excised vide C.O. 28412*  
 $\frac{23}{7} \frac{31}{31}$   
*H. Rowland*





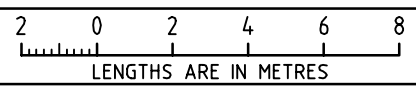
<b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>	<b>PS 906646 Y</b>
<b>LOCATION OF LAND</b> PARISH: PRAHRAN EAST OF ELSTERNWICK  TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 78 (PART) TITLE REFERENCE: v.6014 f.647  LAST PLAN REFERENCE: LOTS 1, 2, 3, 4, 5, 6 & 7 LP12657  POSTAL ADDRESS: 93-101 POATH ROAD, (at time of subdivision) MURRUMBEENA, VIC, 3163.  MGA 2020 CO-ORDINATES: E: 330 860 ZONE: 55 (of approx centre of land N: 5 804 110 in plan)			COUNCIL NAME: CITY OF GLEN EIRA	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings:- - Internal Face: all walls, floors & ceilings.  The Common Property No.1 is all the land in this plan except the lots, Common Property No.2 and Common Property No.3 and includes the structure of walls, floors & ceilings which define the boundaries.  All internal columns, service ducts and pipe shafts within the building are deemed to be part of Common Property No.1. The positions of these columns, ducts and shafts have not been shown on the diagrams contained herein.  <p style="text-align: center;">LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS          FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES</p>	
NIL	NIL			
<b>NOTATIONS</b>			<p style="text-align: center;">LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS          FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES</p>	
DEPTH LIMITATION Does not Apply				
<b>SURVEY:</b> This plan is <del>is not</del> based on survey.  <b>STAGING:</b> This <del>is</del> /is not a staged subdivision. Planning Permit No.  This survey has been connected to permanent marks No(s).  In Proclaimed Survey Area No.				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WAY	SEE PLAN	THIS PLAN	OWNERS CORPORATION No.3 ON THIS PLAN
 <b>DICKSON HEARN PTY LTD</b> A.C.N. 162 086 339 685 GLENHUNTLY ROAD, CAULFIELD SOUTH, 3162. Phone (03) 9523 9155 Fax (03) 9523 6926 Email: melb@dicksonhearn.com.au		SURVEYORS FILE REF: 8627  PETER ANDREW DENNIS      VERSION 02		ORIGINAL SHEET SIZE: A3      SHEET 1 OF 12  <div style="border: 1px solid black; padding: 5px; display: inline-block;"><b>PROVISIONAL ONLY</b></div>

M.G.A. 94 ZONE 55



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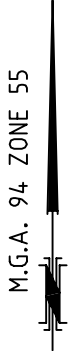


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SHEET 2

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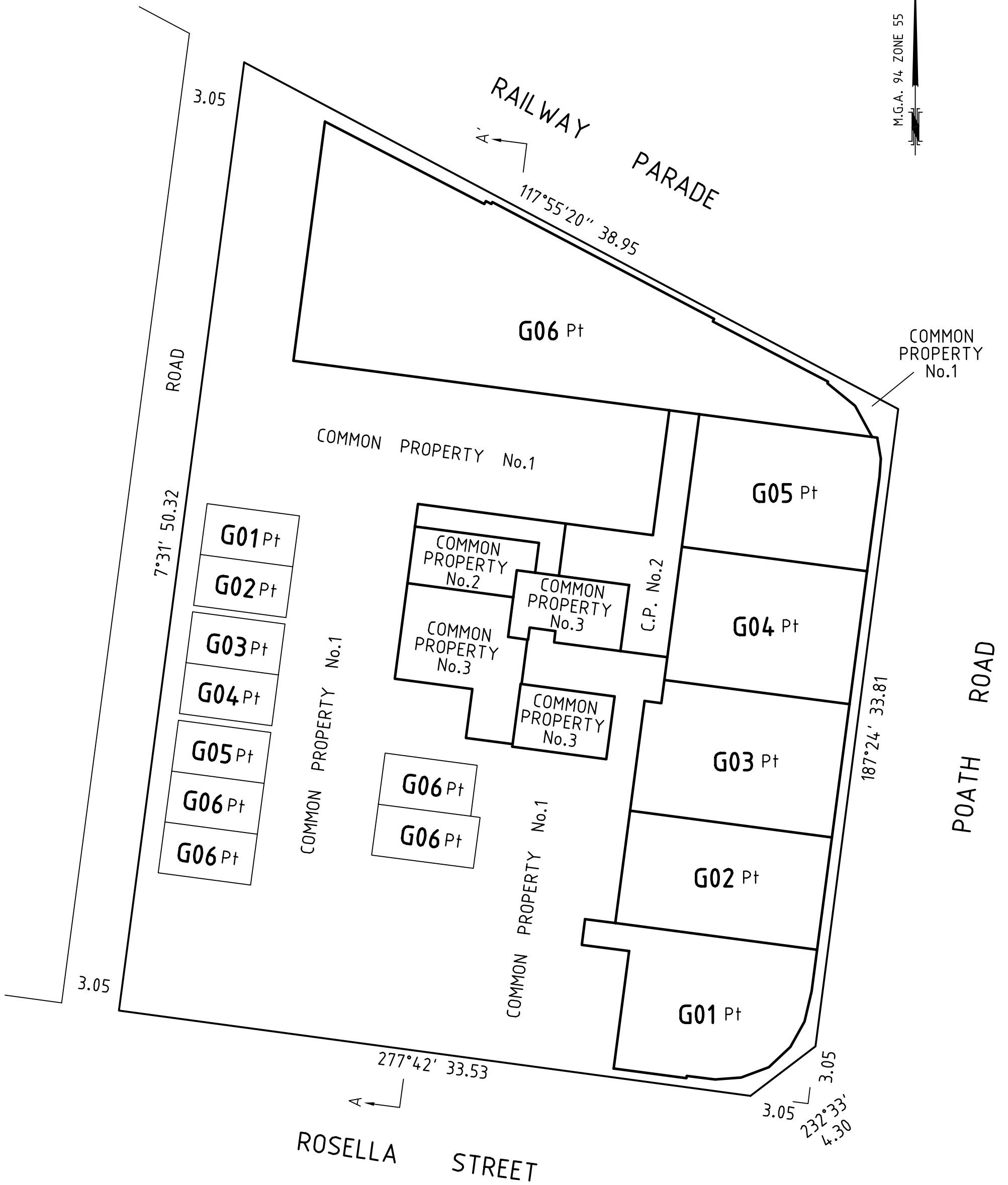
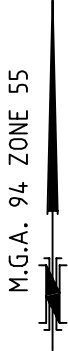
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PETER ANDREW DENNIS VERSION 02

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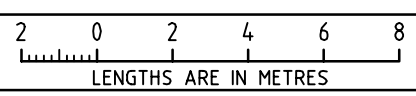
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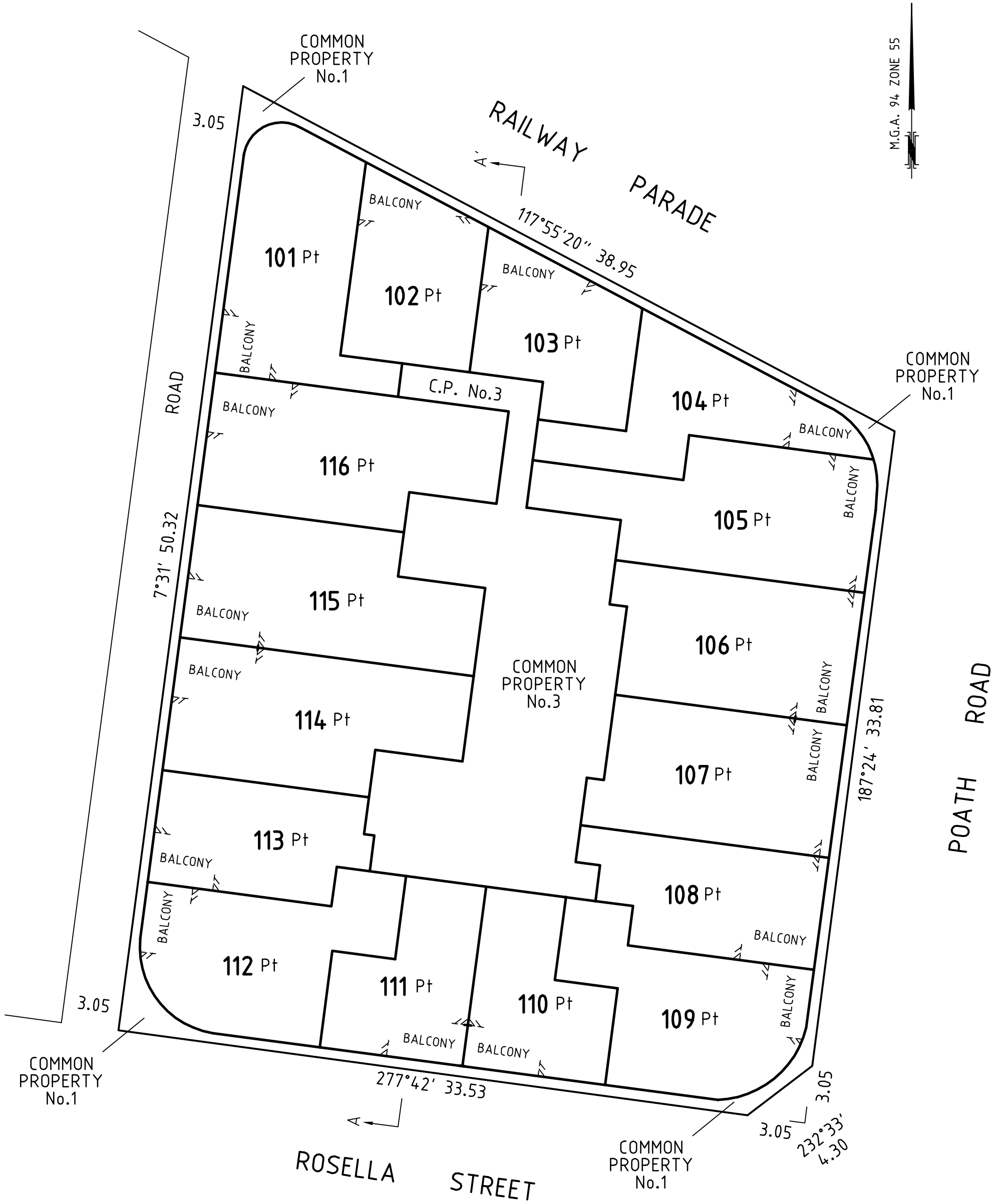


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SHEET 4

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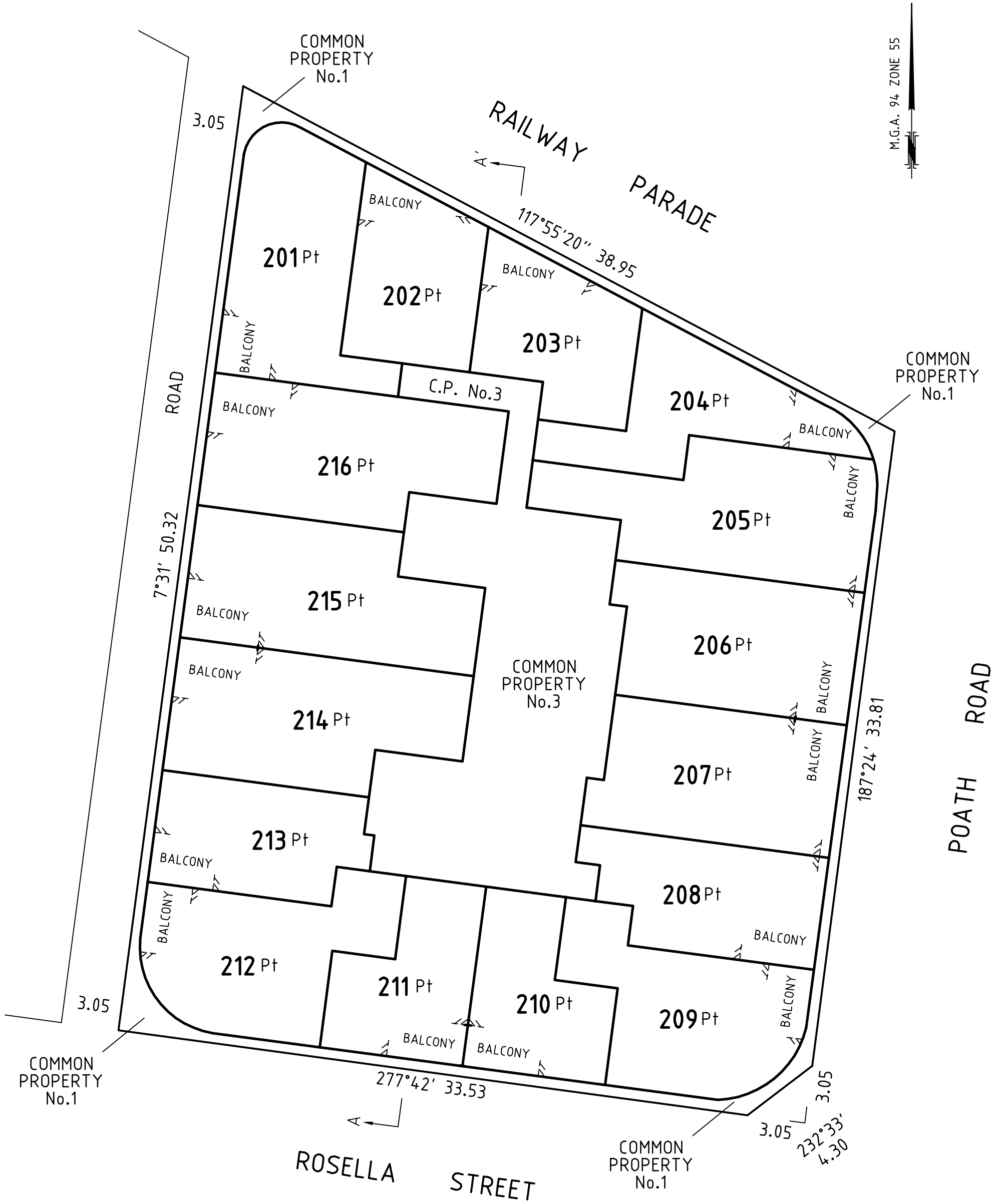
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LENGTHS ARE IN METRES

PETER ANDREW DENNIS VERSION 02

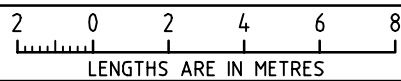
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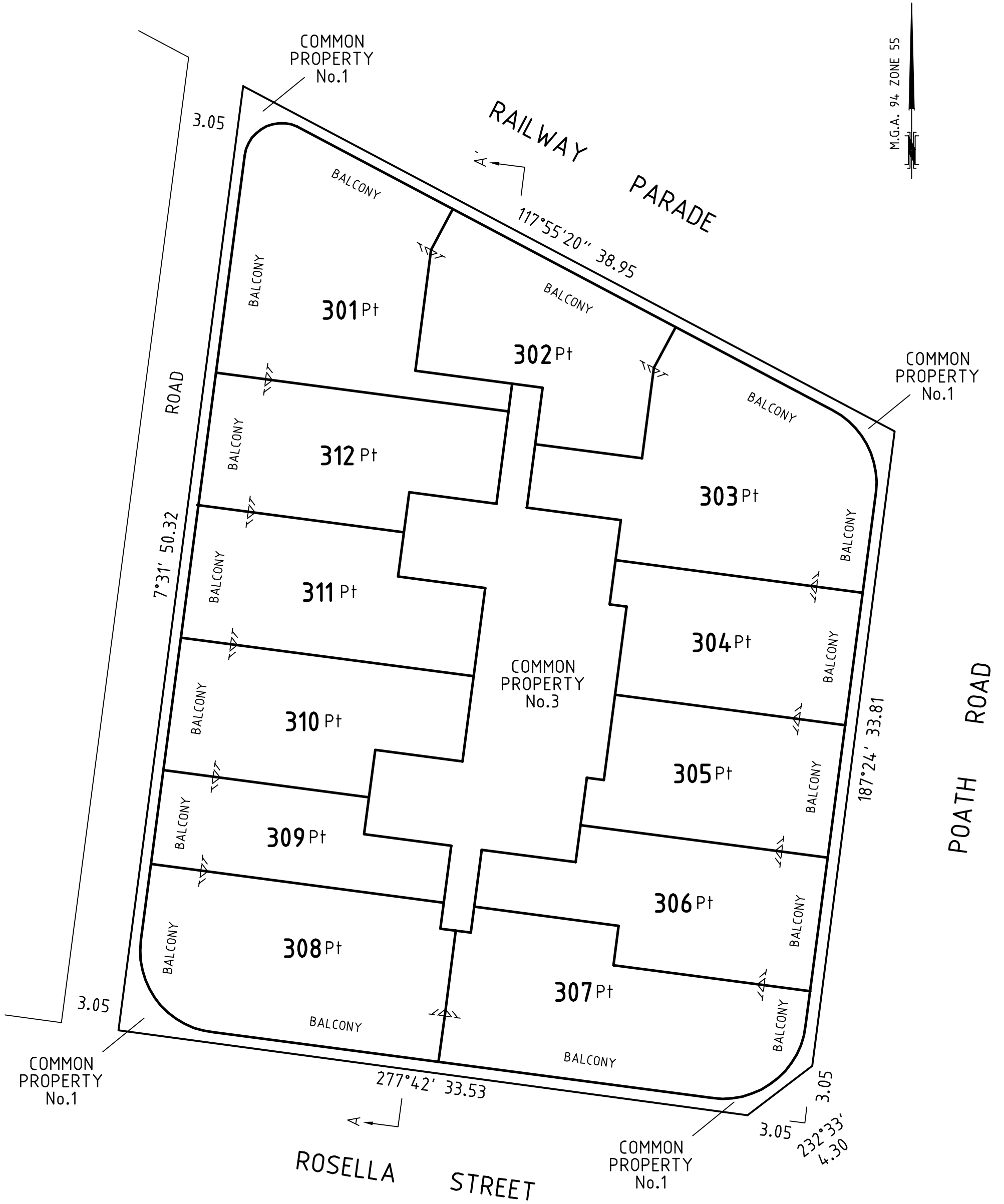
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SHEET 6

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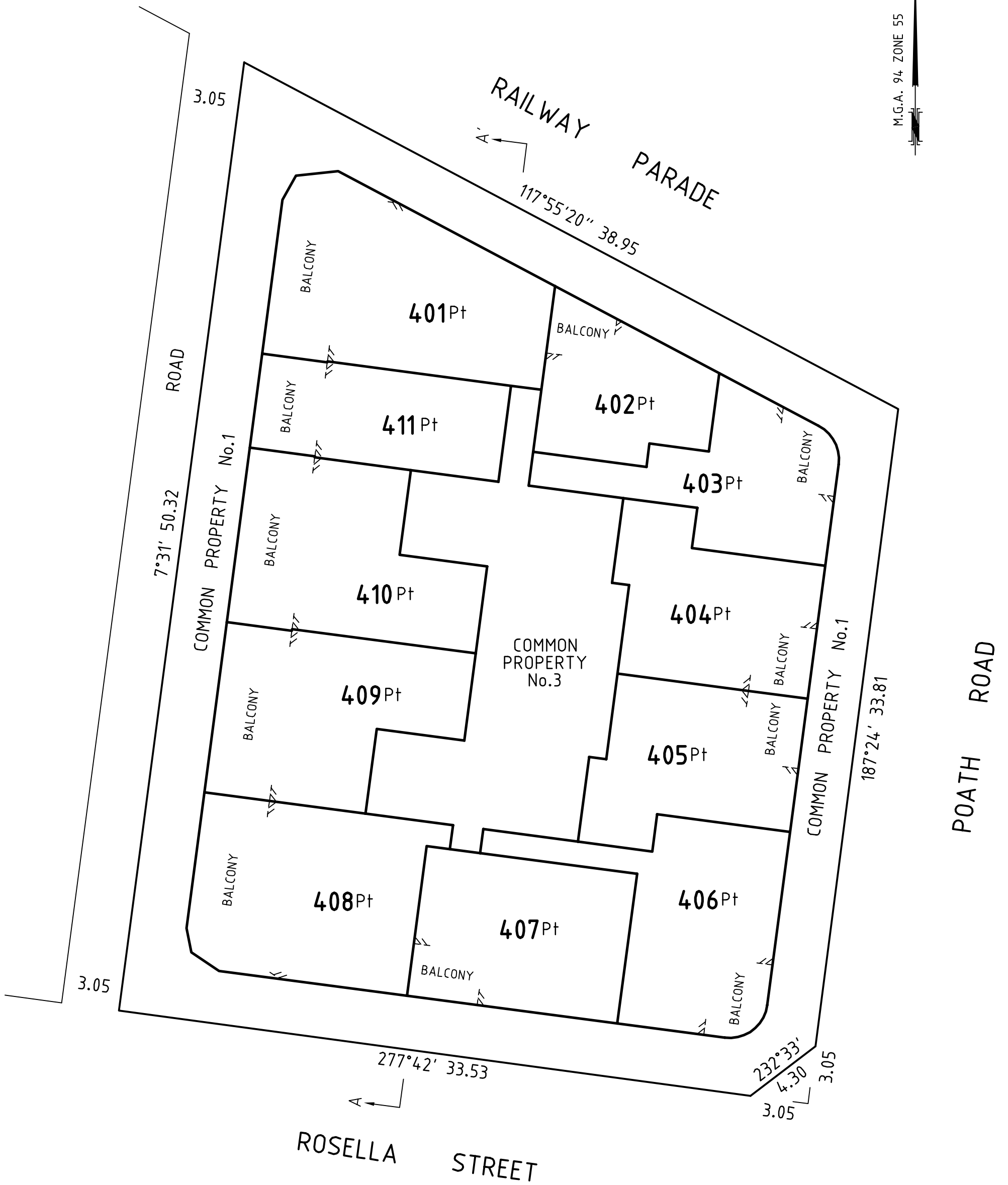
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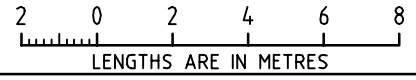


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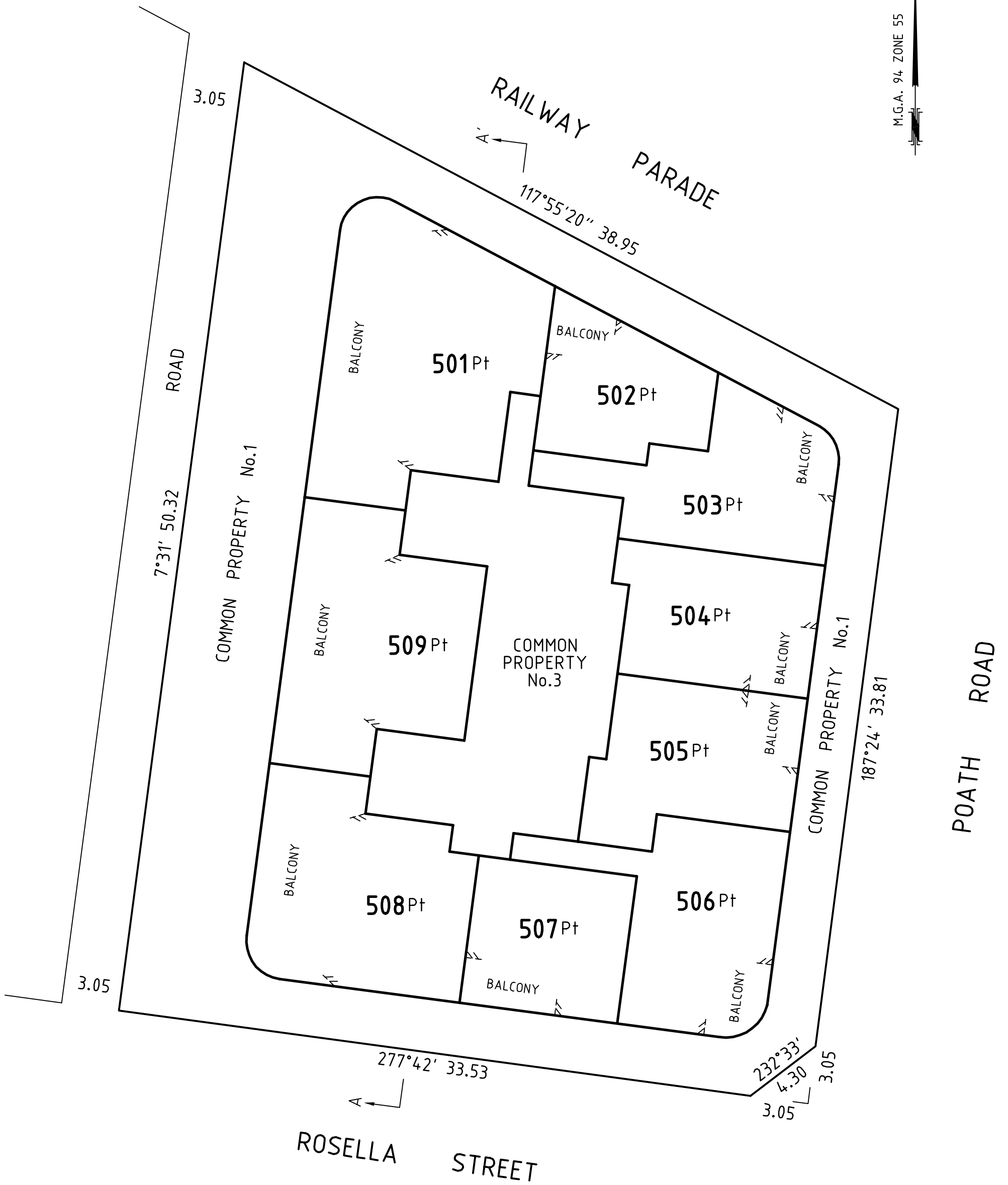
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SHEET 8

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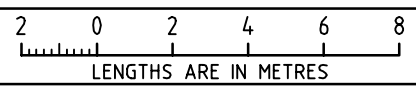
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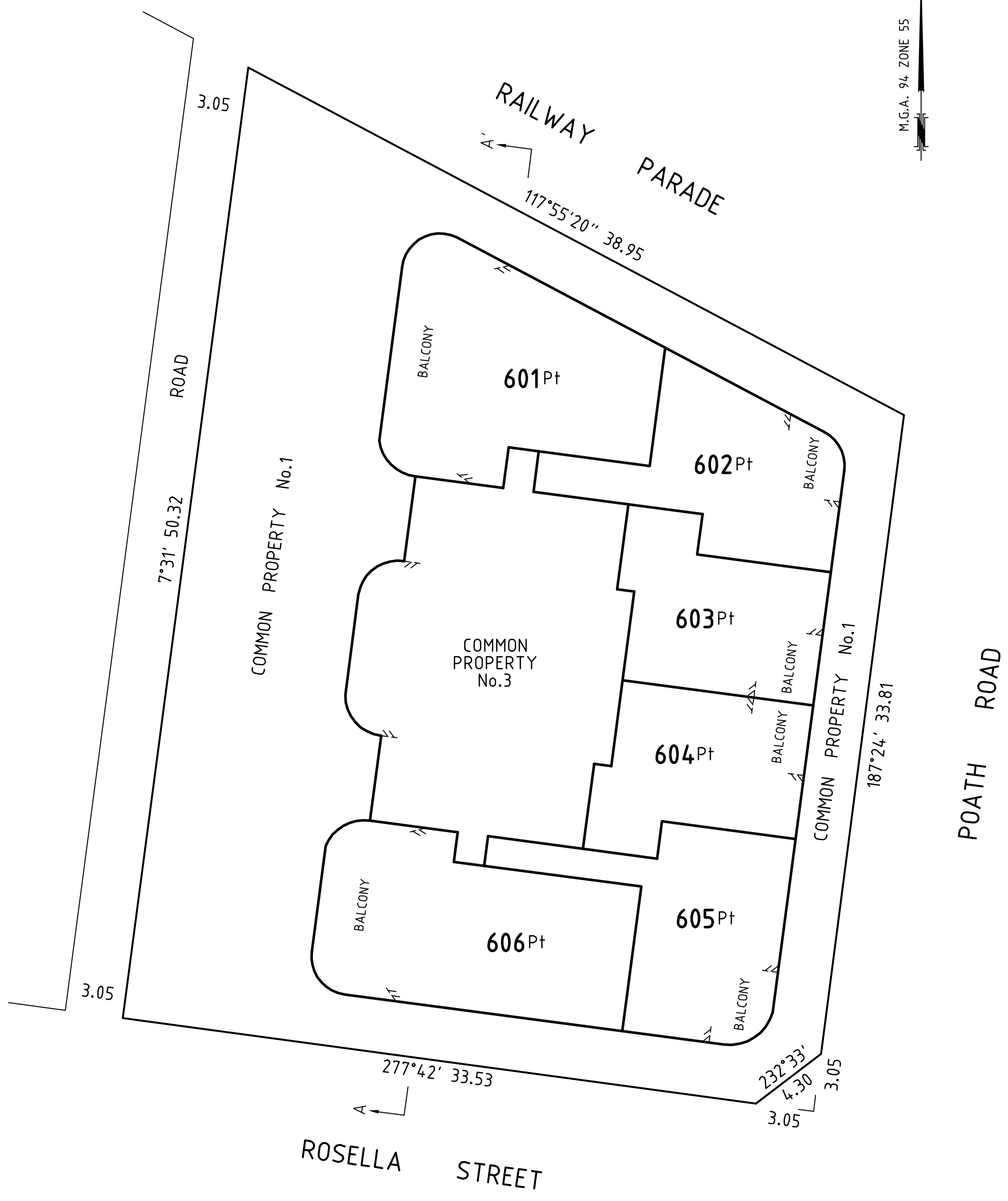
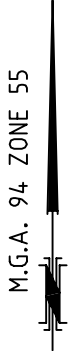


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SHEET 9

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LENGTHS ARE IN METRES

PETER ANDREW DENNIS      VERSION 02

ORIGINAL SHEET SIZE: A3      SHEET 10

**PROVISIONAL ONLY**







# OWNERS CORPORATION SCHEDULE

# PS906646Y

Owners Corporation No.

1

Plan No.

PS906646Y

Land affected by Owners Corporation

Lots:

All of the lots in the table below

Limitations of Owners Corporation:

Unlimited

**Notations**

Only the members of Owners Corporation No.2 are entitled to use Common Property No.2

Only the members of Owners Corporation No.3 are entitled to use Common Property No.3

Totals		
	Entitlement	Liability
This schedule	54538	10850
Balance of existing OC	0	0
Overall Total	54538	10850

**Lot Entitlement and Lot Liability**

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
G01	495	150	401	830	150						
G02	423	150	402	500	100						
G03	495	150	403	630	100						
G04	459	150	404	720	150						
G05	459	150	405	710	150						
G06	1357	250	406	820	150						
101	860	150	407	760	150						
102	520	100	408	780	150						
103	520	100	409	690	150						
104	620	100	410	690	150						
105	880	150	411	500	100						
106	780	150	501	870	150						
107	790	150	502	500	100						
108	590	100	503	640	100						
109	800	150	504	720	150						
110	500	100	505	710	150						
111	500	100	506	800	150						
112	810	150	507	540	100						
113	570	100	508	700	150						
114	870	200	509	590	100						
115	870	200	601	940	200						
116	890	200	602	800	150						
201	860	150	603	710	150						
202	520	100	604	710	150						
203	520	100	605	840	150						
204	620	100	606	1030	200						
205	880	150									
206	780	150									
207	790	150									
208	590	100									
209	800	150									
210	500	100									
211	500	100									
212	800	150									
213	570	100									
214	870	200									
215	870	200									
216	890	200									
301	790	150									
302	680	150									
303	1060	200									
304	720	150									
305	720	150									
306	860	150									
307	790	150									
308	800	150									
309	560	100									
310	800	150									
311	800	150									
312	810	150									

Surveyors file reference: 8627

SHEET 1 OF 3

ORIGINAL SHEET  
SIZE: A3



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# OWNERS CORPORATION SCHEDULE

# PS906646Y

Owners Corporation No. 2 Plan No. PS906646Y

Land affected by Owners Corporation Lots: All of the lots in the table below

Limitations of Owners Corporation: Limited to Common Property

**Notations**

Members of Owners Corporation No. 2 are also affected by Owners Corporation No. 1  
 Folio of the Register for Common Property No. 2 is in the name of Owners Corporation No. 1

Totals		
	Entitlement	Liability
This schedule	3688	1000
Balance of existing OC	0	0
Overall Total	3688	1000

**Lot Entitlement and Lot Liability**

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
G01	495	150									
G02	423	150									
G03	495	150									
G04	459	150									
G05	459	150									
G06	1357	250									



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SHEET 2  
 ORIGINAL SHEET  
 SIZE: A3

# OWNERS CORPORATION SCHEDULE

# PS906646Y

Owners Corporation No.

3

Plan No.

PS906646Y

Land affected by Owners Corporation

Lots:

All of the lots in the table below

Limitations of Owners Corporation:

Limited to Common Property

**Notations**

Members of Owners Corporation No. 3 are also affected by Owners Corporation No. 1

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation No. 1

Totals		
	Entitlement	Liability
This schedule	50850	9850
Balance of existing OC	0	0
Overall Total	50850	9850

**Lot Entitlement and Lot Liability**

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
101	860	150	407	760	150						
102	520	100	408	780	150						
103	520	100	409	690	150						
104	620	100	410	690	150						
105	880	150	411	500	100						
106	780	150	501	870	150						
107	790	150	502	500	100						
108	590	100	503	640	100						
109	800	150	504	720	150						
110	500	100	505	710	150						
111	500	100	506	800	150						
112	810	150	507	540	100						
113	570	100	508	700	150						
114	870	200	509	590	100						
115	870	200	601	940	200						
116	890	200	602	800	150						
201	860	150	603	710	150						
202	520	100	604	710	150						
203	520	100	605	840	150						
204	620	100	606	1030	200						
205	880	150									
206	780	150									
207	790	150									
208	590	100									
209	800	150									
210	500	100									
211	500	100									
212	800	150									
213	570	100									
214	870	200									
215	870	200									
216	890	200									
301	790	150									
302	680	150									
303	1060	200									
304	720	150									
305	720	150									
306	860	150									
307	790	150									
308	800	150									
309	560	100									
310	800	150									
311	800	150									
312	810	150									
401	830	150									
402	500	100									
403	630	100									
404	720	150									
405	710	150									
406	820	150									

Surveyors file reference: 8627

SHEET 3

ORIGINAL SHEET  
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# PLANNING PERMIT



Planning scheme: Glen Era Planning Scheme  
Responsible authority: Glen Eira City Council

Permit number:	GE/DP-34934/2021
Address of the land:	93-101 Poath Road Murrumbeena
The permit allows:	Construction of a multi storey mixed use building comprising shops, apartments and a basement, use of the building for the purpose of apartments (frontage to Rosella Street greater than 2 metres) and reduction of the car parking requirement for the shops in accordance with the endorsed plans.

## The following conditions apply to this permit:

### Amended plans

1. Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to, and approved by, the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and must generally accord with the plans submitted with the application (identified as Drawing Numbers TP.0001-TP.1010, TP.2100- TP.2103, TP.3001, TP.3100, all Revision B and dated 13 December 2021, TP.5000-TP.5301, dated 8 November 2021 and the Development Summary (four pages, dated 20 December 2021), prepared by Cera Stribley, but modified to show:

#### *Building Design*

- (a) The building will be reduced in height by deleting level 7.
- (b) Provision of communal open space designed to comply with Standard D7 as it applied at the time the permit application was made. This may include provision of recessed communal open space at rooftop level.
- (c) Balcony sizes for all apartments designed to achieve compliance with Standard D19 (Private open space as it applied at the time the permit application was made), with any consequential changes absorbed within the remainder of the approved building envelope, generally as shown on drawings by Cera Stribley Architects, nos. TP.1003 to TP.1007 all Revision C (inclusive) and dated 1 July 2022.
- (d) Screening measures between balconies from Level 4 and above, ensuring they are integrated into the building, generally as shown on drawings by Cera Stribley Architects, nos. TP.1005 to TP.1007 and TP.2100 to TP. 2103, all Revision C (inclusive) and dated 1 July 2022.
- (e) The Development Summary to correct the number of bedrooms for Apartment 412 from 2 to 1.
- (f) The provision of a cantilevered verandah over each footpath that is continuous and extends 750mm from the face of the kerb and has a height to its underside of 3.0m, with the exception of avoiding street services such as electricity poles and building services.
- (g) Enlarged elevations of all ground level services, louvres and garage door to parking areas visible from the public realm, including materials and dimensions, ensuring they are integrated into the building.
- (h) All ground floor glazing along the Poath Road, Railway Parade and Rosella Street frontages noted as clear.

Signature for:   
The responsible authority: Kristian Cook  
Coordinator Urban Planning  
Date issued: 21 April 2022

# PLANNING PERMIT



Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council

GLEN EIRA  
CITY COUNCIL

- (j) The vertical architectural columns and associated banding for Level 7 deleted.
- (j) Overlooking diagrams demonstrating overlooking impacts to the east facing habitable room windows of 48A Rosella Street and any mitigation measures required to limit overlooking within 9.0m of those windows.
- (k) The addition of any changes or notes as recommended in the Sustainability Management Plan referred to in Condition 14.
- (l) The addition of any changes or notes as recommended in the Acoustic Report referred to in Condition 16.

## *Car Park and Bicycle Facilities Design*

- (m) Notations that the sightline triangles shown on the Ground Level plan will contain no objects or vegetation higher than 900mm in height.
- (n) Correction of the number of car parking spaces in the notation on Basement 02 from 42 to 36.
- (o) Correction of the development summary to show 8 car spaces for shops.
- (p) The splays at ground level in the north-west and south-west corners of the building noted as not containing any objects and integrated into the public realm.
- (q) The accessway width adjacent to car spaces 3, 4 and 5 within the Ground Level increased to 6.4m or swept path analysis demonstrating reasonable accessibility.
- (r) Swept path analysis demonstrating reasonable accessibility to car space 26 within the Basement Level 2 and any changes required shown on the plans.
- (s) An assessment by a suitably qualified traffic engineer for car spaces 1 and 2 within the Ground Level, which considers the safe access of these spaces from a visibility perspective and any recommendations to improve this shown on the plans.
- (t) Section diagrams demonstrating that the storage provisions above car spaces will not encroach more than 900mm into the car space and will have a clearance of at least 1.35m.
- (u) Bicycle spaces dimensioned in accordance with Clause 52.34-6 of the Glen Eira Planning Scheme.

## *Landscape Design*

- (v) A landscape plan in accordance with Condition 4.

## Layout must not be altered

2. The development as shown on the endorsed plans must not be altered or modified (unless the Glen Eira Planning Scheme specifies a permit is not required) without the prior written consent of the Responsible Authority.

Signature for  
the responsible  
authority  
Date issued

  
Kristian Cook  
Coordinator Urban Planning  
21 April 2022

# PLANNING PERMIT



Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council

## Public Realm Management Plan

3. Before the building is occupied, a Public Realm Management Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the plan will be endorsed and will then form part of the permit. The plan must be prepared by a suitably qualified urban design professional and must be drawn to scale and dimensioned. The plan must include:
- (a) Plans, elevations, treatments and materials schedules prepared in conjunction with the responsible authority for the public areas along Poath Road, Railway Parade and Rosella Street.
  - (b) Description of proposed works, including proposed landscaping, surface treatments, street furniture (including signage, bins, seats, bicycle facilities, gates, fences and the like).
  - (c) Details of water sensitive urban design.
  - (d) A plan defining the area the works are to be undertaken.
  - (e) Vehicle and pedestrian access arrangements including any signage or safety measures.

Before the building is occupied, the requirements of the endorsed Public Realm Management Plan must be carried out and completed to the satisfaction of the Responsible Authority.

## Landscape plan

4. Before the development starts, a detailed Landscape Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When the Landscape Plan is approved, it will be endorsed and form part of the permit. The Landscape Plan must incorporate:
- (a) A planting schedule of all proposed vegetation including botanical names; common names; pot sizes; sizes at maturity; quantities of each plant; and details of surface finishes of pathways and driveways.
  - (b) The provision of irrigation systems and maintenance access for all landscaped areas.
  - (c) Landscaping and planting as shown on the development plans.

## Completion of landscaping

5. Before the building is occupied, or by such later date as approved in writing by the Responsible Authority, the landscaping works shown on the endorsed Landscaping Plan must be carried out and completed to the satisfaction of the Responsible Authority.

## Landscaping maintenance

6. The landscaping shown on the endorsed Landscaping Plan must be maintained to the satisfaction of the Responsible Authority including by:

Signature to  
the responsible  
authority:   
Date issued: 21 April 2022  
Kristian Cook  
Coordinator Urban Planning

# PLANNING PERMIT



GLEN EIRA  
CITY COUNCIL

Planning scheme: Glen Iira Planning Scheme  
Responsible authority: Glen Iira City Council

- (a) Implementing and complying with the provisions, recommendations and requirements of the endorsed landscape plan.
- (b) Not using the areas set aside on the endorsed landscape plan for landscaping for any other purpose.
- (c) Replacing any dead, diseased, dying or damaged plants.

## Street tree protection

7. Before the development starts (including any site preparations or demolition), tree protection fencing must be assembled around the existing street trees around the site to isolate the tree protection zone (TPZ) in accordance with AS 4970–2009 Protection of Trees on Development Sites and is to remain in place until the development is complete (including the landscaping phase).

The TPZ must be clearly signed, identifying the area as a TPZ and must include the standard restrictions to activities as outlined AS 4970–2009. The TPZ fencing is to be located within the nature strip area to ensure the footpath remains open for public access. Fencing should be assembled as follows:

- (a) Fencing aligned to the footpath edge.
- (b) Fencing aligned to the back of the kerb.
- (c) Fencing extending to the edge of TPZ in either direction from the trunk.

Fencing can be reduced to the edge of the proposed crossovers only when excavation and construction of the crossover is to occur. No alteration to the TPZ fencing may be undertaken except with the prior written consent of the Responsible Authority.

8. Construction within the TPZ of the street trees should be constructed under arborist supervision, using tree-sensitive methods.

## Construction Management Plan

9. Before each stage of the development starts (Stage 1: Demolition, Stage 2: Excavation, and Stage 3: Construction), a Construction Management Plan (CMP) for that stage to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The CMP must show, as relevant to each stage:
- (a) Delivery and unloading points and expected frequency.
  - (b) Truck haulage routes, circulation spaces and queuing lanes.
  - (c) Details how traffic and safe pedestrian access will be managed. These must be in the form of a Traffic Management Plan designed by a suitably qualified traffic practitioner.
  - (d) A liaison officer for contact by owners / residents and the Responsible Authority in the event of relevant queries or problems experienced.

Signature for   
the responsible authority: Kristian Cook  
Coordinator Urban Planning  
Date issued: 21 April 2022



# PLANNING PERMIT



GLEN EIRA  
CITY COUNCIL

Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council

- (e) An outline of requests to occupy public footpaths or roads, or anticipated disruptions to local services.
- (f) Any requirements outlined within this permit as required by the relevant referral authorities.
- (g) Construction activity must only occur between the hours of 7.00 am and 6.00 pm, Monday to Friday, 9.00 am to 3.00 pm on Saturday and no construction on Sunday and Public Holidays.
- (h) Measures to control noise, dust, water and sediment laden runoff.
- (i) Measures to ensure that subcontractors or tradespersons operating on the site are aware of the requirements of the CMP.
- (j) Any construction lighting designed, baffled and located to prevent any adverse effect from light spill to the amenity of abutting and adjoining land.

## Implementation of Construction Management Plan

10. All construction (including demolition and excavation) must be carried out and complied with in accordance with the approved Construction Management Plan to the satisfaction of the Responsible Authority and must not be varied except with the prior written consent of the Responsible Authority.

## Waste Management Plans

11. Before the development starts, a Waste Management Plan (WMP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority, which is generally in accordance with the WMP submitted with the application, prepared by One Mile Grid and dated 5 November 2021. When approved, the WMP must outline the collection and disposal of waste and recyclables associated with the proposed use on the site, but modified to including the following:
- (a) The glass only recycling bin size in the residential bin store changed from 1 x 660l to 3 x 240l.
  - (b) Swept path analysis demonstrating that the collection vehicle can access the relevant bin storage areas to achieve on-site collection at all times.

## Implementation of the Waste Management Plan

12. The provisions, recommendations and requirements of the endorsed WMP must be implemented and complied with to the satisfaction of the Responsible Authority and must not be varied except with the prior written consent of the Responsible Authority.

## Waste and recycling area

13. Provision must be made on the land for the storage of waste and recyclables. This area must be screened from public view and be maintained in a clean condition and without offensive odour to the satisfaction of the Responsible Authority.

Signature of  
the responsible  
authority:   
Date issued: 21 April 2022  
Kristian Cook  
Coordinator Urban Planning

# PLANNING PERMIT



Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council

## Implementation of the Sustainability Management Plan

14. The provisions, recommendations and requirements of the endorsed SMP must be implemented and complied with to the satisfaction of the Responsible Authority and must not be varied except with the prior written consent of the Responsible Authority.

## Acoustic report

15. Before the development starts, an amended Acoustic Report to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority which is generally in accordance with the Acoustic Report submitted with the application, prepared by Enfield Acoustics Noise Vibration and dated 10 December 2021. When approved, the Acoustic Report will be endorsed and will then form part of the permit. The amended Acoustic Report must:
- (a) Be prepared to protect residents within the building and in the dwellings to the west at 48-48A Rosella Street and 50 Railway Parade from external noise from any mechanical plant and equipment servicing the development.
  - (b) Include measures that achieve noise levels in the living rooms and bedrooms in accordance with accepted sleep disturbance criteria, EPA Publication 1254.2 and any other relevant guideline or Australian Standard.

## Implementation of the Acoustic Report

16. The provisions, recommendations and requirements of the endorsed Acoustic Report must be implemented and complied with to the satisfaction of the Responsible Authority and must not be varied except with the prior written consent of the Responsible Authority.

## Car parking areas

17. Before the building is occupied, the areas set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
- (a) Fully constructed.
  - (b) Properly formed to such levels that may be used in accordance with the plans.
  - (c) Surfaced with an all-weather surface or seal coat (as appropriate).
  - (d) Drained and maintained in a continuously usable condition.
  - (e) Line marked to indicate each car space, loading bay and/or access lane.
  - (f) Clearly marked to show the direction of traffic along access lanes and driveways.

All to the satisfaction of the Responsible Authority.

Signature for   
the responsible authority Kristian Cook  
Coordinator Urban Planning  
Date issued 21 April 2022

# PLANNING PERMIT



Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council

## Environmental assessment

18. Before the development starts (other than for necessary demolition and investigation works forming part of the environmental site assessment process), a Preliminary Risk Screen Assessment Statement to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Preliminary Risk Screen Assessment Statement must be prepared by a suitably qualified environmental professional in accordance with the Potentially Contaminated Land General Practice Note (Department of Environment, Land, Water and Planning, July 2021). The report must include recommendations as to whether the condition of the land requires an Environmental Audit to be conducted taking into account the proposed uses. The permit holder must comply with the findings of the Preliminary Risk Screen Assessment Statement to the satisfaction of the Responsible Authority, including if required the preparation of an Environmental Audit.
19. If, in accordance with Condition 18, an Environmental Audit is required, then before the development starts (other than for necessary excavation, demolition and investigation works) an Environmental Audit must be undertaken pursuant to section 208 of the Environment Protection Act 2017 and an Environmental Audit Statement prepared and provided to the Responsible Authority.
20. Where an Environmental Audit Statement is issued for the land in accordance with Condition 19:
  - (a) The buildings and works and the uses of the land that are the subject of this permit must comply with all directions and conditions contained within the Statement to the satisfaction of the Responsible Authority.
  - (b) Before the use or development starts (other than for necessary excavation, demolition and excavation works) and before the issue of an Occupancy Permit under the Building Act 1993, a letter prepared by an Environmental Auditor appointed under Division 1 of Part 8.3 of the Environment Protection Act 2017 must be submitted to the Responsible Authority to verify the directions and conditions contained in the Environmental Audit Statement are satisfied.
  - (c) Where any condition of that Statement requires any maintenance or monitoring of an ongoing nature, the Owner must enter into an Agreement with Council under section 173 of the Planning and Environment Act 1987. Where a section 173 Agreement is required, the Agreement must be executed before the development starts (other than for necessary excavation, demolition and excavation works). All expenses involved in the drafting, negotiating, reviewing, lodging, registering and execution of the Agreement, including those incurred by the Responsible Authority, must be met by the Owner.

Signature of  
the responsible  
authority:   
Date issued: 21 April 2022  
Kristian Cook  
Coordinator Urban Planning

# PLANNING PERMIT

Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council



## General requirements

21. Before the building is occupied, the provision and design of bicycle parking facilities must comply with Clause 52.34 of the Glen Eira Planning Scheme and AS2890.3-1993 (including the type, location, layout, access paths, signage) or otherwise to the satisfaction of the Responsible Authority.
22. Before the building is occupied, all screening shown on the endorsed plans must be installed and permanently maintained in accordance with the endorsed plans. The screening measures as shown on the endorsed plans are not to be altered or removed except with the prior written consent of the Responsible Authority.
23. External lighting must be designed, baffled and located to prevent any adverse effect from light spill to the amenity of abutting and adjoining land to the satisfaction of the Responsible Authority.
24. All pipes, fixtures, fittings and vents (excluding downpipes) servicing any building on the site must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Responsible Authority.
25. No plant, equipment, services and substations other than those shown on the endorsed plans are permitted except with the prior written consent of the Responsible Authority.
26. Any modification to existing infrastructure and services within the road reserve (including, but not limited to electricity supply, telecommunications services, gas supply, water supply, sewerage services and stormwater drainage) necessary to provide the required access to the site, must be undertaken by the permit holder to the satisfaction of the relevant authority. All expenses to undertake modification to infrastructure and services must be met by the owner of the land.

## Permit expiry

27. This permit will expire if one of the following circumstances applies:
  - (a) The development is not started within three years of the date of this permit.
  - (b) The development is not completed within five years of the date of this permit.

The Responsible Authority may extend the permit if a request is made in writing in accordance with Section 69 of *Planning and Environment Act 1987*.

*Conditions End*

Signature for   
the responsible authority: Kristian Cook  
Coordinator Urban Planning  
Date issued: 21 April 2022



# PLANNING PERMIT

Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council



This Permit was varied at the direction of the Victorian Civil and Administrative Tribunal pursuant to Section 85(1)(b) of the Planning and Environment Act 1987.

Date of amendment	Description of amendment	Name of authority that approved the amendment
10 August 2022	<ul style="list-style-type: none"><li>Conditions 1(a), 1(b), 1(c), 1(d), 1(f), 9 and 24 amended</li></ul>	Victorian Civil and Administrative Tribunal
Date of correction	Description of correction	Name of authority that approved the correction
10 August 2022	<ul style="list-style-type: none"><li>Correction to conditions cross-referenced in Condition's 19 and 20.</li></ul>	Glen Eira City Council

The following permit notes are for information only and do not constitute part of this permit or conditions of this permit:

- Residents of the dwellings allowed under this permit will not be issued Residential Parking Permits (including visitor parking permits).
- Condition 1 of the planning permit sets out the changes that need to happen before the use or development can start. If any other changes are made to the plans that are not generally in accordance with the decision plans, then you will be required to apply for an amendment to the planning permit under Section 72 of the *Planning and Environment Act 1987*.
- This planning permit represents the planning approval for the use and development of the land. This planning permit does not represent the approval of other departments of Glen Eira City Council or other statutory authorities. Other approvals may be required and may be assessed on different criteria from those that are considered as part of the planning permit process. You are required to ensure you comply with any obligation.
- No net increase in peak stormwater runoff in Council drainage network is permitted. Post development peak storm water discharge to Council drainage network must be maintained to the predevelopment level for 10 year ARI. Detailed plans and computations must be submitted to Council for approval prior to any construction works.
- Drainage associated with basement construction (seepage and agricultural waters are to be filtered to rainwater clarity) must be discharged to the nearest Council Drain / Pit and not be discharged to the kerb and channel.

Signature to the responsible authority:   
Date issued: 21 April 2022  
Kristian Cook  
Coordinator, Urban Planning

# PLANNING PERMIT



Planning scheme: Glen Eira Planning Scheme  
Responsible authority: Glen Eira City Council

GLEN EIRA  
CITY COUNCIL

- All relevant Asset/Engineering Permits must be obtained from Council's Engineering Services Department prior to the commencement of any buildingworks/ works within the Road Reserve/stormwater connection to Council drainage network.
- Any failure to comply with the conditions of this permit may result in action being taken to have an Enforcement Order made against some or all persons having an interest in the land and may result in legal action or the cancellation of this permit by the Victorian Civil and Administrative Tribunal.

Signature for  
the responsible  
authority:   
Kristian Cook  
Coordinator Urban Planning  
Date issued: 21 April 2022

# PLANNING PERMIT

Important information about this notice



GLEN EIRA  
CITY COUNCIL

## What has been decided?

The responsible authority has issued a permit \*at the direction of the Victorian Civil and Administrative Tribunal. \*Delete if not applicable. (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 -
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - (ii) the date on which it was issued, in any other case.

## When does a permit expire?

1. A permit for the 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 five years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of 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.
3. A permit for the 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 of it 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.
4. 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 the permit contains a different provision—
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of the permit.
5. 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 apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review 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 application for review 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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

942044

## APPLICANT'S NAME & ADDRESS

TISHER LINER FC LAW C/- INFOTRACK (AFFINITY) C/-  
LANDATA

MELBOURNE

## VENDOR

ROSELLA PROJECTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

448410

This certificate is issued for:

LOT 1 PLAN LP12657 ALSO KNOWN AS POATH ROAD MURRUMBEENA  
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a PARKING OVERLAY - PRECINCT 2-2

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

04 July 2023

**Sonya Kilkenny**  
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](mailto:landata.enquiries@servictoria.com.au)

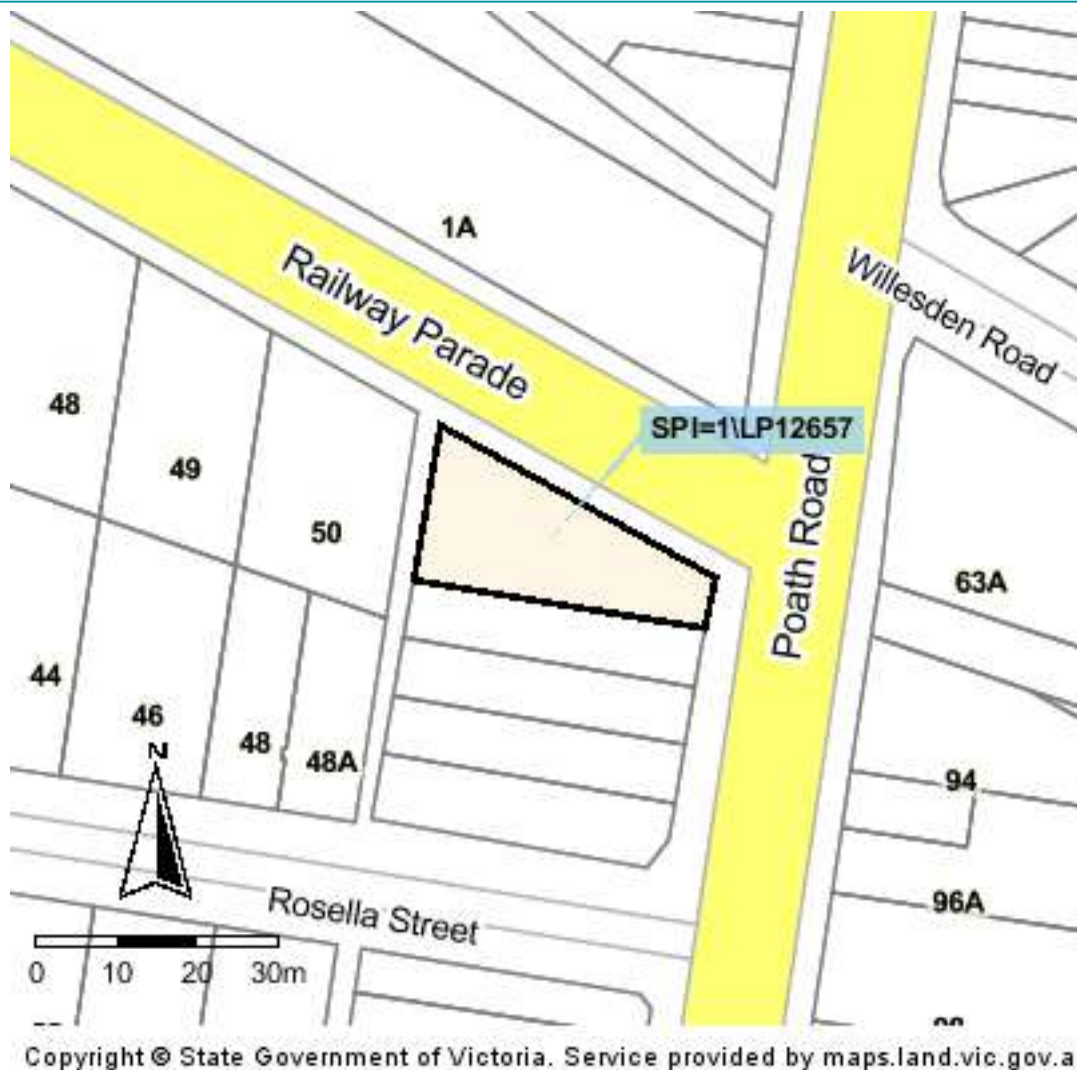


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

942048

## APPLICANT'S NAME & ADDRESS

TISHER LINER FC LAW C/- INFOTRACK (AFFINITY) C/-  
LANDATA

MELBOURNE

## VENDOR

ROSELLA PROJECTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

448410

This certificate is issued for:

LOT 2 PLAN LP12657 ALSO KNOWN AS POATH ROAD MURRUMBEENA  
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a PARKING OVERLAY - PRECINCT 2-2

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

04 July 2023

**Sonya Kilkenny**  
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.

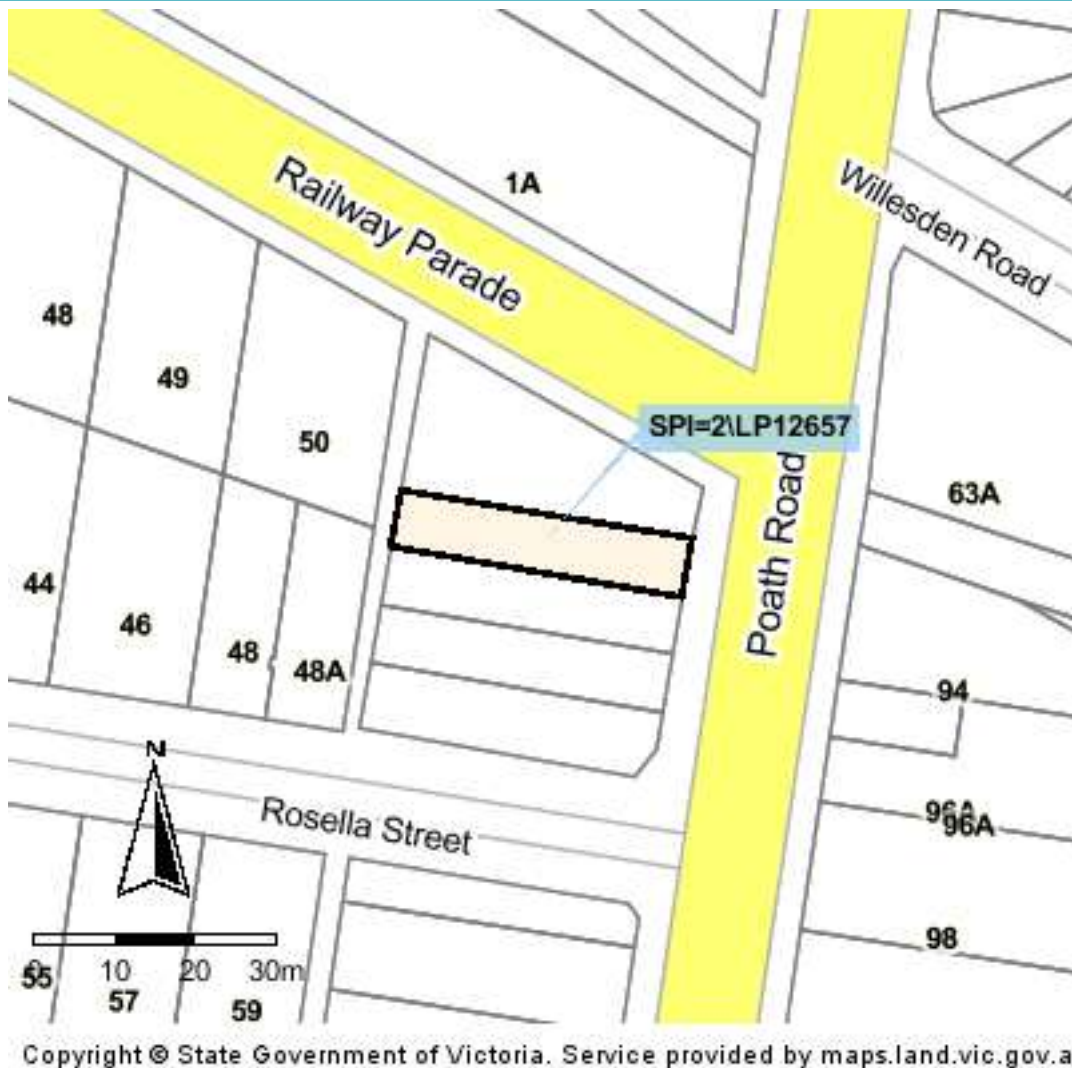
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The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

942051

## APPLICANT'S NAME & ADDRESS

TISHER LINER FC LAW C/- INFOTRACK (AFFINITY) C/-  
LANDATA

MELBOURNE

## VENDOR

ROSELLA PROJECTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

448410

This certificate is issued for:

LOT 3 PLAN LP12657 ALSO KNOWN AS POATH ROAD MURRUMBEENA  
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a PARKING OVERLAY - PRECINCT 2-2

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

04 July 2023

**Sonya Kilkenny**  
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](mailto:landata.enquiries@servictoria.com.au)

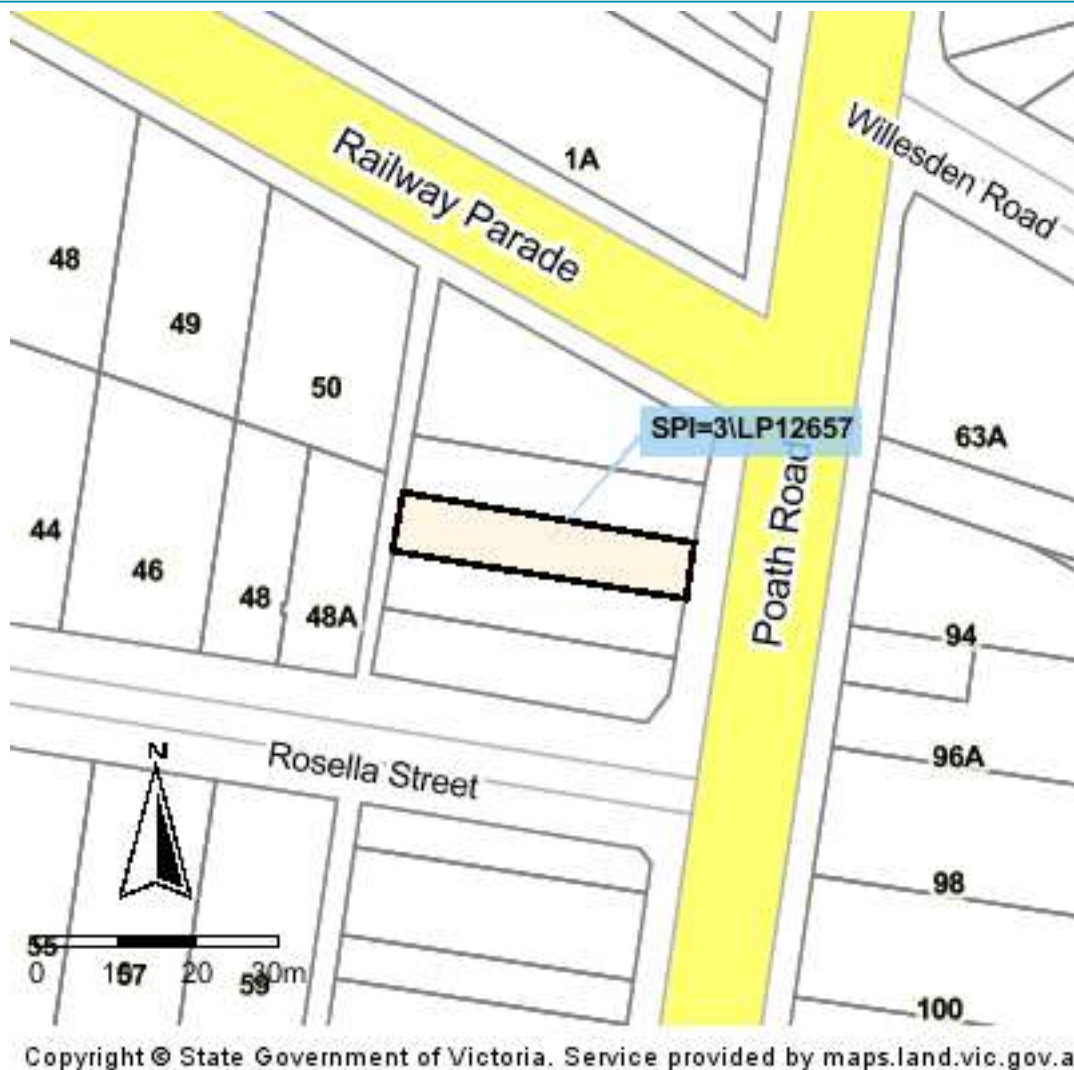


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### Choose the authoritative Planning Certificate

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# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

942054

## APPLICANT'S NAME & ADDRESS

TISHER LINER FC LAW C/- INFOTRACK (AFFINITY) C/-  
LANDATA

MELBOURNE

## VENDOR

ROSELLA PROJECTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

448410

This certificate is issued for:

LOT 4 PLAN LP12657 ALSO KNOWN AS POATH ROAD MURRUMBEENA  
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a PARKING OVERLAY - PRECINCT 2-2

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

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04 July 2023

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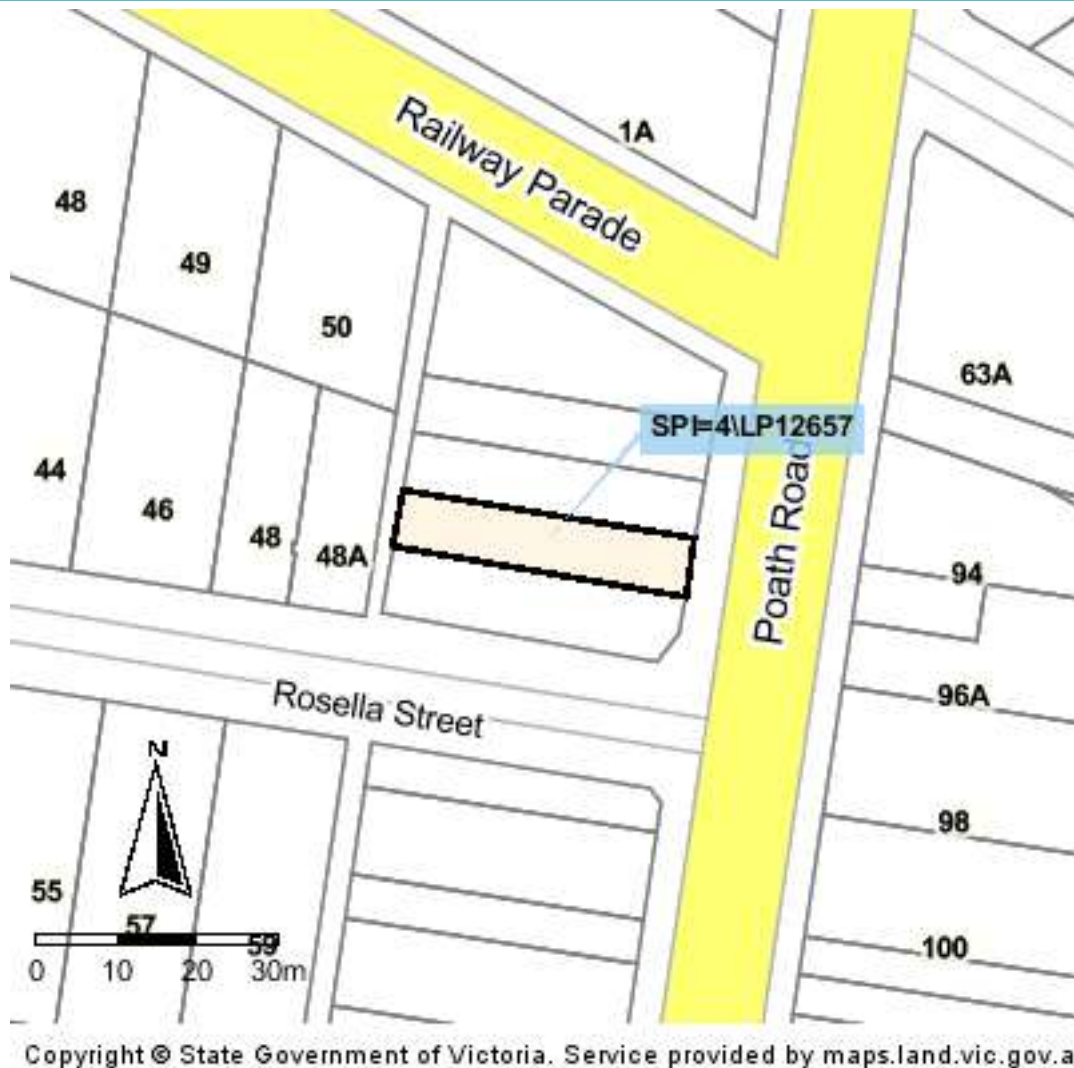
LANDATA@  
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# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

942055

## APPLICANT'S NAME & ADDRESS

TISHER LINER FC LAW C/- INFOTRACK (AFFINITY) C/-  
LANDATA

MELBOURNE

## VENDOR

ROSELLA PROJECTS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

448410

This certificate is issued for:

LOT 5 PLAN LP12657 ALSO KNOWN AS POATH ROAD MURRUMBEENA  
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a PARKING OVERLAY - PRECINCT 2-2

A detailed definition of the applicable Planning Scheme is available at :  
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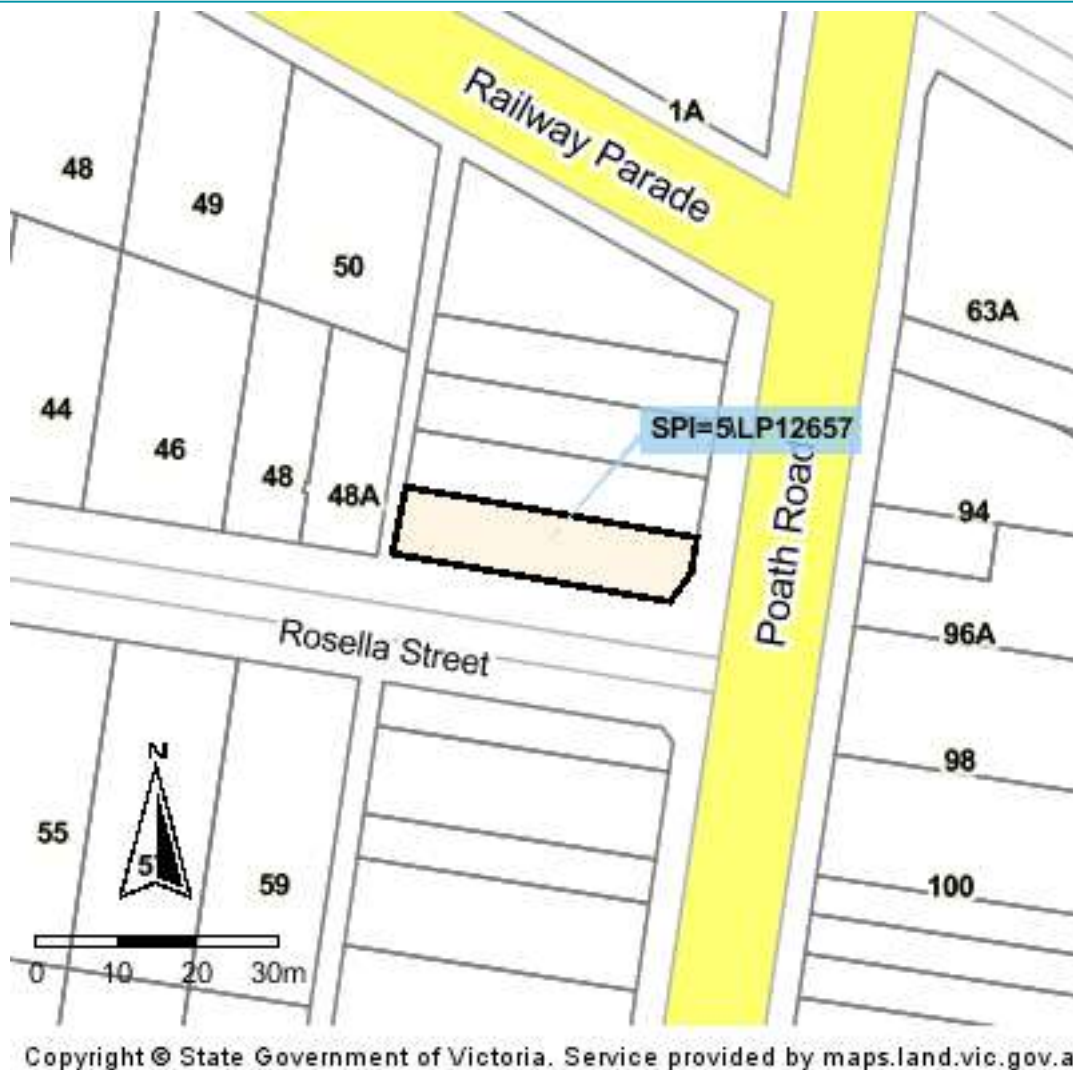


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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 July 2023 12:07 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 1 LP12657**  
 Address: **POATH ROAD MURRUMBEENA 3163**  
 Standard Parcel Identifier (SPI): **1\LP12657**  
 Local Government Area (Council): **GLEN EIRA**  
 Council Property Number: **None**  
 Planning Scheme: **Glen Eira**  
 Directory Reference: **Melway 69 C6**

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

[Planning Scheme - Glen Eira](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
 Legislative Assembly: **OAKLEIGH**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\) \(GLEN EIRA\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\) \(GLEN EIRA\)](#)



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

## Planning Overlays

[PARKING OVERLAY \(PO\) \(GLEN EIRA\)](#)

[PARKING OVERLAY - PRECINCT 2-2 SCHEDULE \(PO2-2\) \(GLEN EIRA\)](#)



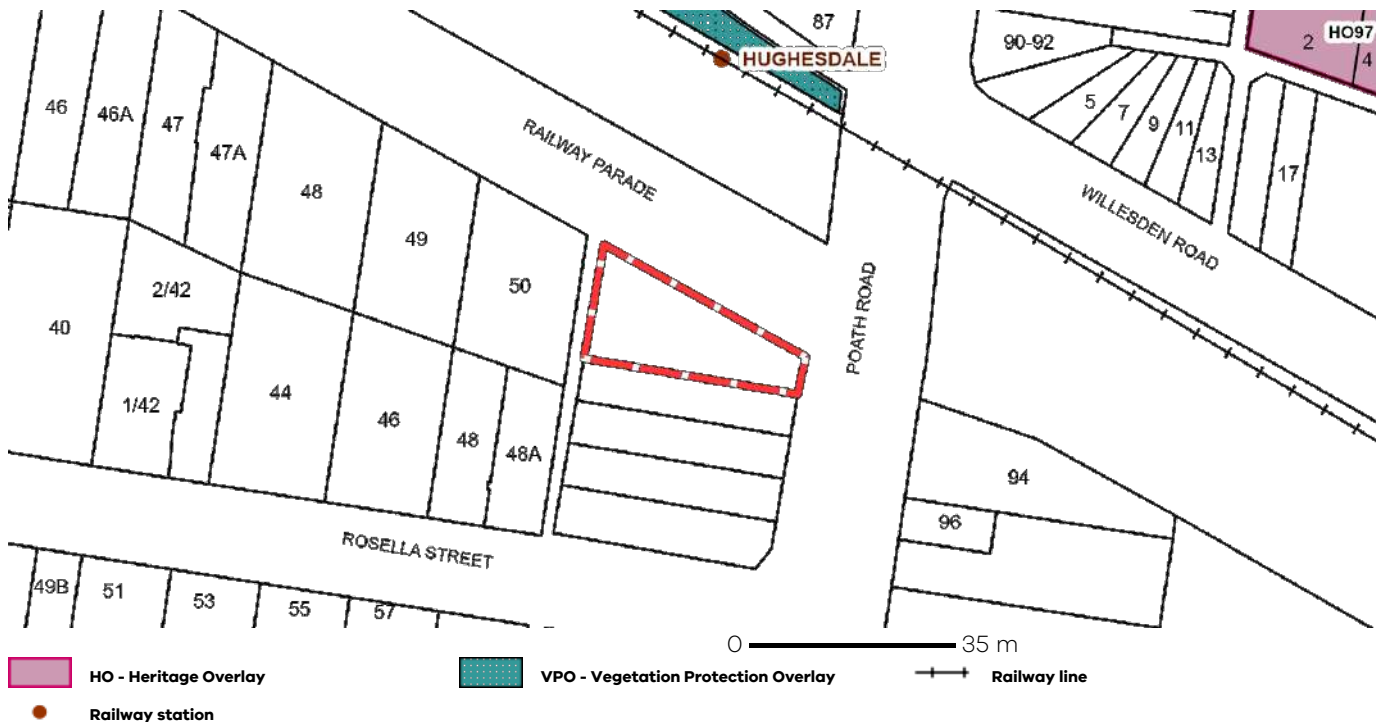
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\) \(MONASH\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\) \(GLEN EIRA\)](#)



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 12 July 2023.

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>

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



## Designated Bushfire Prone Areas

**This parcel 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](#)

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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 July 2023 12:08 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 2 LP12657**  
 Address: **POATH ROAD MURRUMBEENA 3163**  
 Standard Parcel Identifier (SPI): **2\LP12657**  
 Local Government Area (Council): **GLEN EIRA**  
 Council Property Number: **None**  
 Planning Scheme: **Glen Eira**  
 Directory Reference: **Melway 69 C6**

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

[Planning Scheme - Glen Eira](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
 Legislative Assembly: **OAKLEIGH**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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

## Planning Overlay

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 2-2 SCHEDULE \(PO2-2\)](#)



## Further Planning Information

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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 July 2023 12:09 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 3 LP12657**  
 Address: **POATH ROAD MURRUMBEENA 3163**  
 Standard Parcel Identifier (SPI): **3\LP12657**  
 Local Government Area (Council): **GLEN EIRA**  
 Council Property Number: **None**  
 Planning Scheme: **Glen Eira**  
 Directory Reference: **Melway 69 C6**

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

[Planning Scheme - Glen Eira](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
 Legislative Assembly: **OAKLEIGH**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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

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

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

## Planning Overlay

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 2-2 SCHEDULE \(PO2-2\)](#)



## Further Planning Information

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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 July 2023 12:15 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 4 LP12657**  
 Address: **POATH ROAD MURRUMBEENA 3163**  
 Standard Parcel Identifier (SPI): **4\LP12657**  
 Local Government Area (Council): **GLEN EIRA**  
 Council Property Number: **None**  
 Planning Scheme: **Glen Eira**  
 Directory Reference: **Melway 69 C6**

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

[Planning Scheme - Glen Eira](#)

## UTILITIES

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

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Legislative Council: **SOUTHERN METROPOLITAN**  
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## OTHER

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

[View location in VicPlan](#)

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[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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[PARKING OVERLAY - PRECINCT 2-2 SCHEDULE \(PO2-2\)](#)



## Further Planning Information

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## PROPERTY DETAILS

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 Address: **POATH ROAD MURRUMBEENA 3163**  
 Standard Parcel Identifier (SPI): **5\LP12657**  
 Local Government Area (Council): **GLEN EIRA**  
 Council Property Number: **None**  
 Planning Scheme: **Glen Eira**  
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 Legislative Assembly: **OAKLEIGH**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\) \(GLEN EIRA\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\) \(GLEN EIRA\)](#)



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

## Planning Overlays

### PARKING OVERLAY (PO) (GLEN EIRA)

### PARKING OVERLAY - PRECINCT 2-2 SCHEDULE (PO2-2) (GLEN EIRA)



PO - Parking Overlay

Railway line

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### HERITAGE OVERLAY (HO) (MONASH)



HO - Heritage Overlay

Railway line

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 12 July 2023.

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 parcel 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)



GLEN EIRA  
CITY COUNCIL

## LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 129059  
Certificate Issue Date: 05-Jul-2023  
Certificate Expiry Date: 03-Oct-2023

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989**, **Local Government Act 2020** or under local law or by-law of the Council and specified flood level by Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other 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.

The property listed below may be excluded from Council's Residential Parking Permit Scheme. Information regarding properties that have been excluded can be found on Council's website at [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

### Your Reference: 69438586-014-6:69806

In accordance with Section 175(1), Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes owner of the land. If the previous owner of the land was paying by instalments, Section 175(1A) allows the purchaser to continue payment of the rate and charge by instalments.

The specified due dates for instalments are: 30/09/2023, 30/11/2023, 29/02/2024, 31/05/2024.

Interest will be charged at 10.0% p.a. on all rates and charges not paid by the specified due date. Any arrears shown on this notice may be subject to Legal Action and/or Debt Collection Fees, interest will continue to accrue at 10.0% until paid in full.

This certificate is for the rating period 01/07/2023 to 30/06/2024.

**Verbal confirmation of this certificate is available up to the Certificate Expiry Date as shown above, however Council will not be held liable for any verbal advice or information given.**

### NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

- There are no monies owed for works under the Local Government Act 1958 or earlier Act.
- For any potential liability for Rates under the Cultural and Recreational Lands Act 1963 and
- For any potential liability for the land to become rateable under Section 173,174 or 174A of the Local Government Act 1989 and
- For any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18, Subdivision of Land Act 1988 or the Local Government Act 1958 and
- For any monies owed under Section 227 of the Local Government Act 1989 and
- For any Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the Council, which has a continuing application as at the date of this Certificate, please refer to Page 2 under "Other Information" for more details.

Received the sum of \$28.90 being the fee for this certificate.

**TOTAL OUTSTANDING FOR 93-101 Poath Road MURRUMBEENA VIC 3163**  
**\_\_\_\$6,366.00\_\_\_\_\_**

Delegated Officer



GLEN EIRA  
CITY COUNCIL

## LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 129059  
Certificate Issue Date: 05-Jul-2023  
Certificate Expiry Date: 03-Oct-2023

**Property Location** 93-101 Poath Road MURRUMBEENA VIC 3163

**Parcel Details:** Lot 1-7 LP 12657

**Titles:** Volume: 6014 Folio: 647

**Valuation Details:** Council uses Net Annual Value to determine the value of the property for rating purposes.

Site Value	6,200,000
Capital Improved Value	6,200,000
<b>Net Annual Value</b>	<b>310,000</b>
The level of Value Date is: 01/01/2023	Effective Date of Valuation: 01-Jul-2023

**Rating Information:**

**Assessment Number:** 89476/6

	General Rates	Fire Services Property Levy	Total
Arrears	0.00	0.00	\$0.00
Arrears Interest	0.00	0.00	\$0.00
Arrears Legal Fees	0.00	0.00	\$0.00
<b>Current Rates Levied 2023/2024</b>	<b>8,437.25</b>	<b>985.60</b>	<b>\$9,422.85</b>
Current Interest	0.00	0.00	\$0.00
Rebates	0.00	0.00	\$ 0.00
Current Legal Fees	0.00	0.00	\$0.00
Payments	-2,737.11	-319.74	(\$3,056.85)
<b>Balance Outstanding</b>	<b>5,700.14</b>	<b>665.86</b>	<b>\$6,366.00</b>

Payments are allocated as follows: Legal Costs, Interest Arrears, Separate rates, Service charges, Current rates

**Summary of Charges Outstanding:**

<b>General Rates, Charges &amp; FSPL</b>	<b>\$6,366.00</b>
<b>Separate Rates</b>	<b>\$0.00</b>
<b>Other Charges</b>	<b>\$0.00</b>
<b>Total Outstanding</b>	<b>\$6,366.00</b>

**Bpay payment details:**

**Bill Code:** 73106

**Reference Number:** 9334089476630

**Please ensure you update this certificate as near to settlement as possible to ensure the correct amount owing is paid. Please ensure rates and promotional scheme amounts are paid to their respective reference numbers.**

**Notices of Acquisition should be forwarded to [rates@gleneira.vic.gov.au](mailto:rates@gleneira.vic.gov.au)**

**Other Information:**

**Land Information Certificate Ordering now available online:**

Land Information Certificates can now be **ordered and paid for online** via the City of Glen Eira's website [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au). From the menu options located on the left hand side, select Rates and Valuations then click on Certificates.

You will need to register for this service initially by clicking on the register option located on the top right hand corner of the screen. Once registered you can pay for and order Land Information Certificates





GLEN EIRA  
CITY COUNCIL

**LAND INFORMATION CERTIFICATE**  
**Section 121 Local Government Act 2020**

Certificate No: 129059  
Certificate Issue Date: 05-Jul-2023  
Certificate Expiry Date: 03-Oct-2023

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online. Payments can only be made by Bankcard, Mastercard or Visa. For further details please contact Council's Customer Service Centre on 03 9524 3333.

Reference:  
Enquiries: Hugh Maclean  
Telephone: 9524 3333



GLEN EIRA  
CITY COUNCIL

19-Dec-2022

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**PROPERTY: 93 Poath Road MURRUMBEENA VIC 3163**  
**YOUR REFERENCE: 67263699-015-6:64039**

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Application	Issue date	Description	Final approval date
5088/PBS30/ 2021	20-Dec-2021	Demolition of 5 dwellings, 6 garages and 1 shed.	No record*

\*For further information regarding this building permit, please contact relevant building surveyor Brent Williams on 1300 363 487.

Current notices etc. under *Building Act 1993*: emergency order issued 16-Dec-2022 re. a dangerous wall

Details of any current statements under regulation 64 or 231: nil

**NOTE:**

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786-1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

**NICKI BABATSIKOS**  
**MUNICIPAL BUILDING SURVEYOR**

**Glen Eira City Council**  
Corner Glen Eira and Hawthorn Roads,  
Caulfield, Victoria  
PO Box 42 Caulfield South 3162

**Telephone** 03 9524 3333  
**National Relay Service** TTY dial 13 36 77 or  
Speak and Listen 1300 555 727 or  
[www.iprelay.com.au](http://www.iprelay.com.au)

**Facsimile** 03 9523 0339  
**Email** [mail@gleneira.vic.gov.au](mailto:mail@gleneira.vic.gov.au)  
**Website** [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

ABN 65 952 882 314

Reference:  
Enquiries: Hugh Maclean  
Telephone: 9524 3333



GLEN EIRA  
CITY COUNCIL

19-Dec-2022

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**PROPERTY: 95 Poath Road MURRUMBEENA VIC 3163**  
**YOUR REFERENCE: 67263713-015-5:64040**

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Application	Issue date	Description	Final approval date
5088/PBS30/ 2021	20-Dec-2021	Demolition of 5 dwellings, 6 garages and 1 shed.	No record*

\*For further information regarding this building permit, please contact relevant building surveyor Brent Williams on 1300 363 487.

Current notices etc. under *Building Act 1993*: emergency order issued 16-Dec-2022 re. a dangerous wall

Details of any current statements under regulation 64 or 231: nil

**NOTE:**

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786-1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

**NICKI BABATSIKOS**  
**MUNICIPAL BUILDING SURVEYOR**

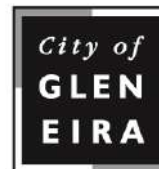
**Glen Eira City Council**  
Corner Glen Eira and Hawthorn Roads,  
Caulfield, Victoria  
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**Telephone** 03 9524 3333  
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**Website** [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

ABN 65 952 882 314

Reference:  
Enquiries: Hugh Maclean  
Telephone: 9524 3333



GLEN EIRA  
CITY COUNCIL

19-Dec-2022

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**PROPERTY: 97 Poath Road MURRUMBEENA VIC 3163**  
**YOUR REFERENCE: 67263735-015-7:64041**

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Application	Issue date	Description	Final approval date
5088/PBS30/ 2021	20-Dec-2021	Demolition of 5 dwellings, 6 garages and 1 shed.	No record*

\*For further information regarding this building permit, please contact relevant building surveyor Brent Williams on 1300 363 487.

Current notices etc. under *Building Act 1993*: emergency order issued 16-Dec-2022 re. a dangerous wall

Details of any current statements under regulation 64 or 231: nil

**NOTE:**

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786-1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

**NICKI BABATSIKOS**  
**MUNICIPAL BUILDING SURVEYOR**

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ABN 65 952 882 314



Reference:  
Enquiries: Hugh Maclean  
Telephone: 9524 3333



GLEN EIRA  
CITY COUNCIL

19-Dec-2022

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**PROPERTY: 99 Poath Road MURRUMBEENA VIC 3163**  
**YOUR REFERENCE: 67263761-015-2:64042**

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

**Our records show that the property** at the above mentioned address has had no Building Permits issued within the past ten (10) years.

Current notices etc. under *Building Act 1993*: nil

Details of any current statements under regulation 64 or 231: nil

**NOTE:**

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786–1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'N. Babatsikos', enclosed in a rectangular box.

**NICKI BABATSIKOS**  
**MUNICIPAL BUILDING SURVEYOR**

**Glen Eira City Council**  
Corner Glen Eira and Hawthorn Roads,  
Caulfield, Victoria  
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ABN 65 952 882 314

Reference:  
Enquiries: Hugh Maclean  
Telephone: 9524 3333



GLEN EIRA  
CITY COUNCIL

19-Dec-2022

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**PROPERTY: 101 Poath Road MURRUMBEENA VIC 3163**  
**YOUR REFERENCE: 67263773-015-7:64043**

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Application	Issue date	Description	Final approval date
5088/PBS30/ 2021	20-Dec-2021	Demolition of 5 dwellings, 6 garages and 1 shed.	No record*

\*For further information regarding this building permit, please contact relevant building surveyor Brent Williams on 1300 363 487.

Current notices etc. under *Building Act 1993*: emergency order issued 16-Dec-2022 re. a dangerous wall

Details of any current statements under regulation 64 or 231: nil

**NOTE:**

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786-1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

**NICKI BABATSIKOS**  
**MUNICIPAL BUILDING SURVEYOR**

**Glen Eira City Council**  
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Caulfield, Victoria  
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**Website** [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

ABN 65 952 882 314

Application Number: BP20212529

FORM 2  
Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

**Building Permit No. 3141301799179 20 December 2021**

**Issue to**

Agent of Owner **BR Demolition Pty Ltd**  
Postal Address **260 Centre Dandenong Road Dingley Village** Postcode **3172**  
Email **info@brdemo.com.au**  
Contact Person **Lachlan Haynes** Telephone **0437 562 154**

**Ownership Details**

Owner **Mario Russo**  
Postal Address **39 Swanson Crescent Chadstone** Postcode **3148**  
Email **damianfraser@damgargroup.com.au**  
Contact Person **Mario Russo** Telephone **0418 380 049**

**Property Details**

Number **93-101** Street/Road **Poath Road** Suburb **Murrumbeena** Postcode **3163**  
Lot/s **1-7** LP/PS **LP012657** Volume **06014** Folio **647**  
Municipal District **Glen Eira City Council**

**Builder**

Name **Bernard Rafferty**  
Company **B.R. Demolition** Telephone **9585 5003**  
Address **260 Centre Dandenong Road Dingley Village** Postcode **3172**  
This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit.

**Details of Building Practitioners and Architects**

a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
Bernard Rafferty B.R. Demolition	Demolisher - Unlimited (Company Reg)	CBD-U 60212

b) Were engaged to prepare documents<sup>4</sup>

Name	Category/class	Registration Number
------	----------------	---------------------

**Details of Domestic Building Work Insurance<sup>5</sup>**

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

**Details of Relevant Planning Permit**

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

**Nature of Building Work:** Demolition of Buildings x 5, Garages x 6 & Shed x 1

**Details of Building Work:**

Type of construction: **N/A** Rise in storeys: **N/A** Effective height: **N/A**  
Storeys contains: **1**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$90,000.00**

Total floor area of new building work in m<sup>2</sup>: 0

### Conditions and Required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

### BCA Class

Part of Building: <b>As per plans</b>	Class: <b>6(1)</b>	Use: <b>Retail</b>
Part of Building: <b>As per plans</b>	Class: <b>5</b>	Use: <b>Commercial</b>
Part of Building: <b>As per plans</b>	Class: <b>4</b>	Use: <b>Domestic</b>
Part of Building: <b>As per plans</b>	Class: <b>10a</b>	Use: <b>Domestic</b>

### Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation
Glen Eira City Council	Consent to Demolish	s29A
Glen Eira City Council	Protection to the Public	116

### Protection Work

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

### Inspection Requirements<sup>3</sup>

The mandatory inspection notification stages are:

1. Final upon the completion of all demolition or removal work

**Occupation or User of Building:** A certificate of final inspection is required prior to the occupation or use of this building.

### Commencement and Completion

This building work must commence by **20 December 2022**

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 **20 December 2023**

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: **Brent Williams**

Address: **39 Pine Avenue Mildura Vic 3500**

Email: **admin@bwanational.com.au**

Building practitioner registration no.: **BS-U 1062**

Permit no.: **3141301799179**

Date of issue of permit: **20 December 2021**



### Notes

Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;

Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

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**.

**Annexures 'A'**



## Conditions of Approval Building Permit No. 3141301799179 Issued 20 December 2021

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. All works authorised by this Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia current edition (BCA) other relevant codes and any Local Laws of the Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
2. All construction shall meet the performance requirements of Section 2 /B.1 as applicable, of the Building Code of Australia.
3. Applicant to obtain all necessary Road Opening, Crane and Hoarding Permits as required by the Relevant Council. Contact must be made with Council's Engineering Department to determine which relevant permit/s are required prior to commencement of works,  
or,  
Obtain the report and consent from the relevant council relating to precautions over the street alignment in accordance with Building Regulation 116.
4. The work must be carried out strictly in conformity with the endorsed plan and specifications, one copy of which must be kept on site and made available for inspection while works is in progress.
5. A demolition building permit must be displayed on the allotment specified, in a conspicuous position accessible to the public as soon as practicable after the owner receives a copy of the permit; and take all reasonable steps to ensure that a copy of the permit continues to be so displayed for the duration of that the building work to which the permit applies; in accordance with Regulation 41 of the Building Regulations.

### Annexures 'B' Required Certificates

The following compliance certificates are required prior to the issuing of an Occupancy Permit:

- No Compliance Certificates Required



- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
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- For a new connection to our water or sewer services, fees / charges will be levied.

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AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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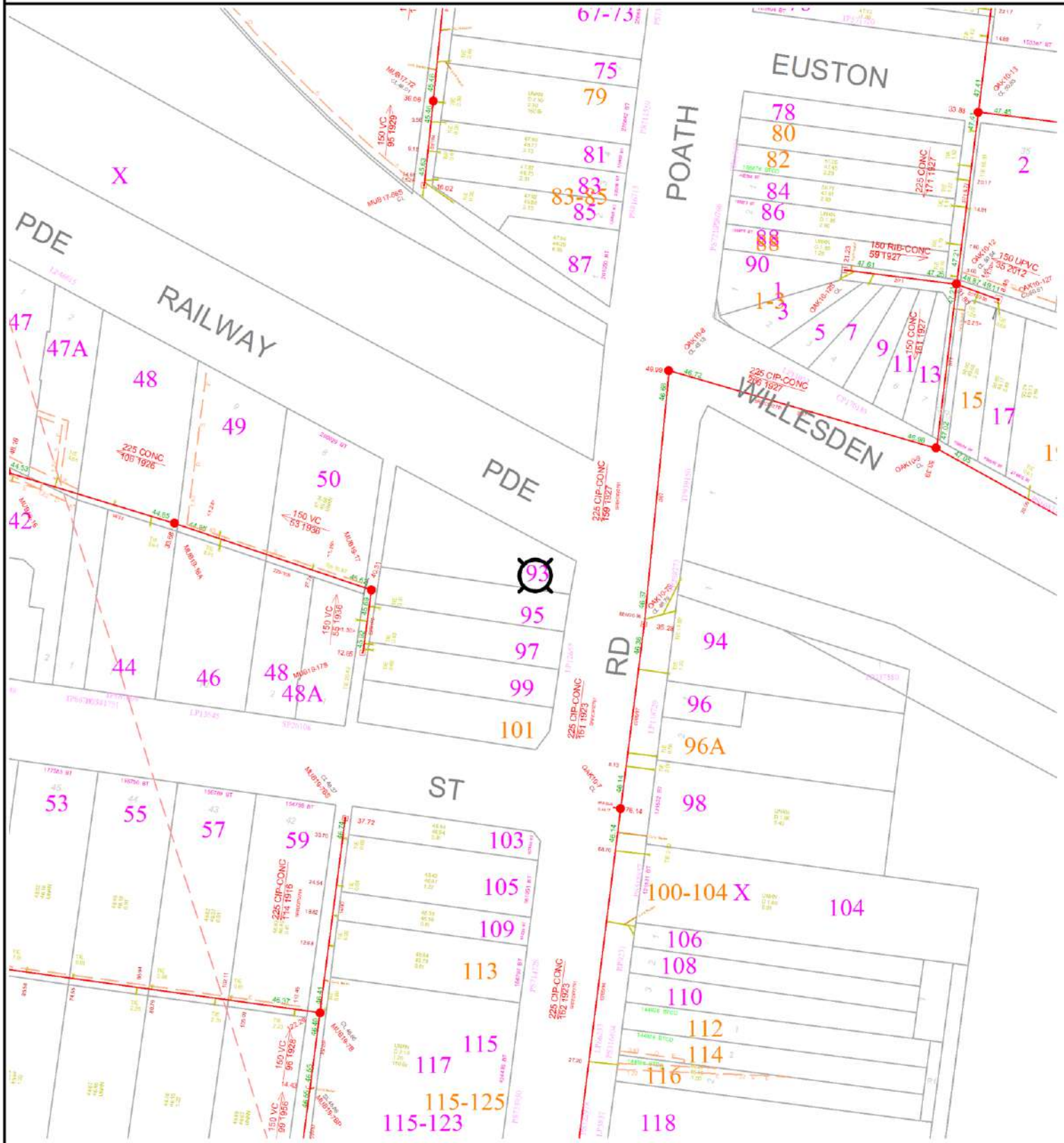
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	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain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

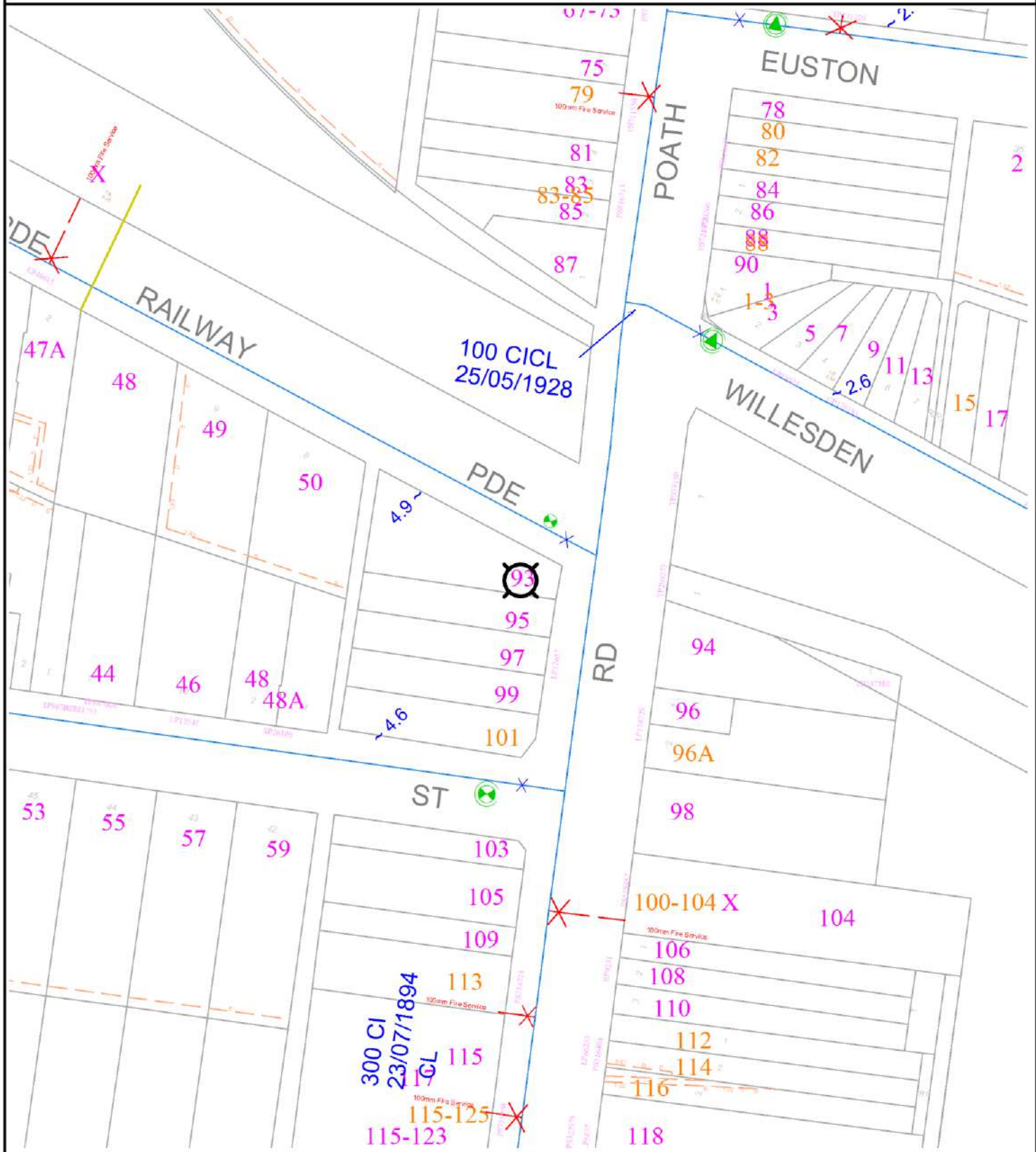


Property: Lot 1 93 POATH ROAD MURRUMBEENA 3163

Case Number: 44416319



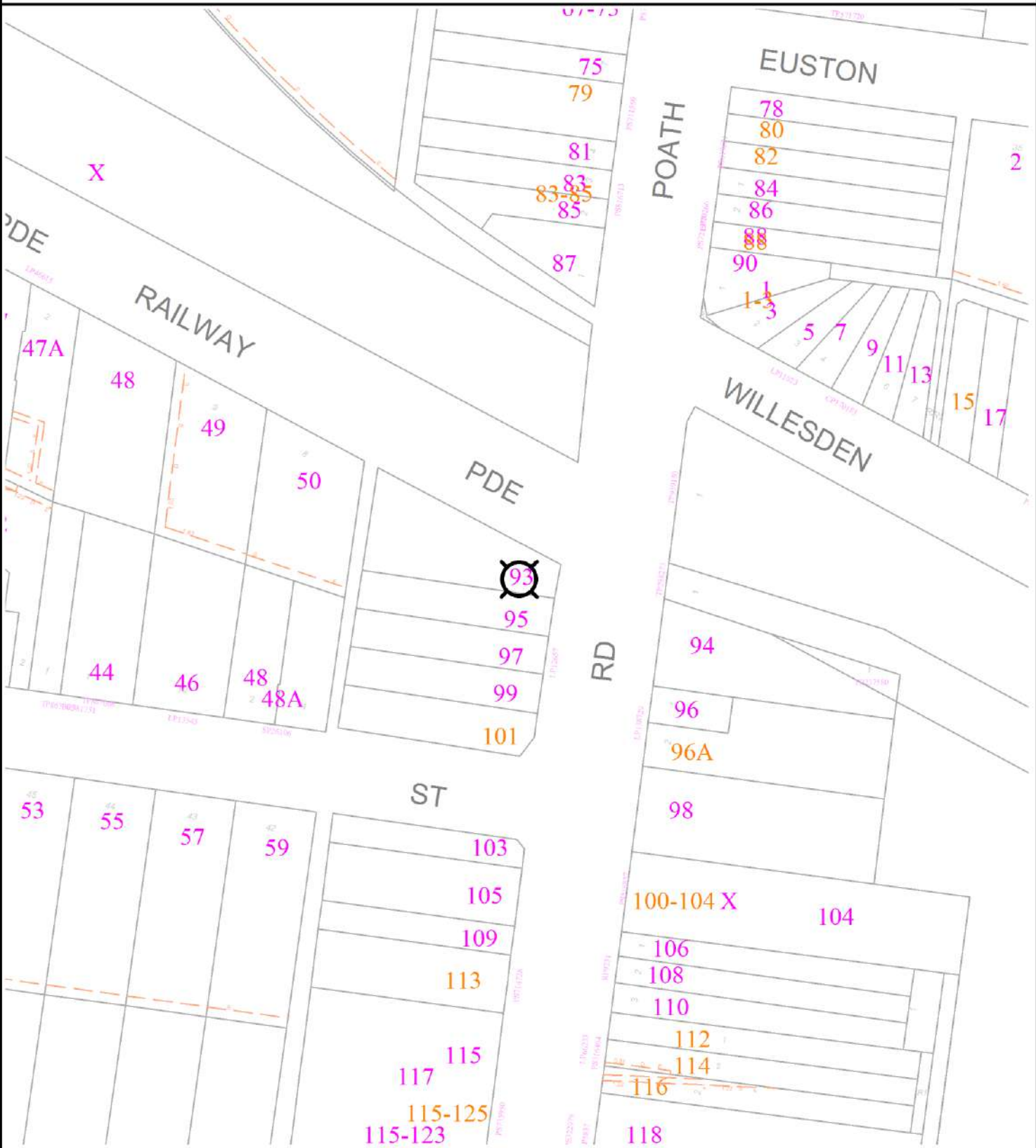
Date: 05JULY2023



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





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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
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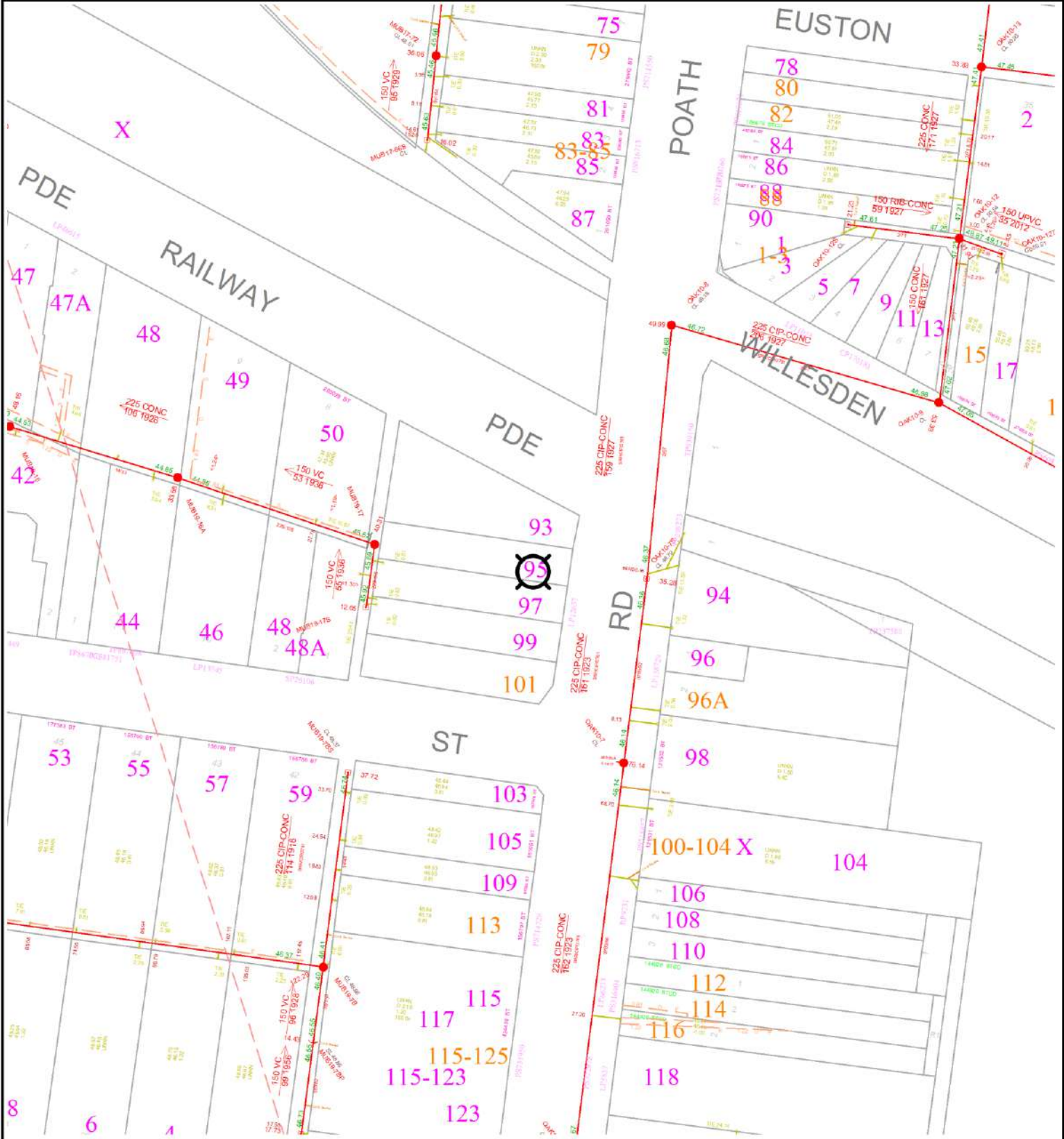
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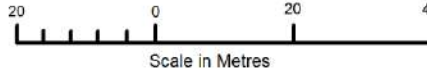
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	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
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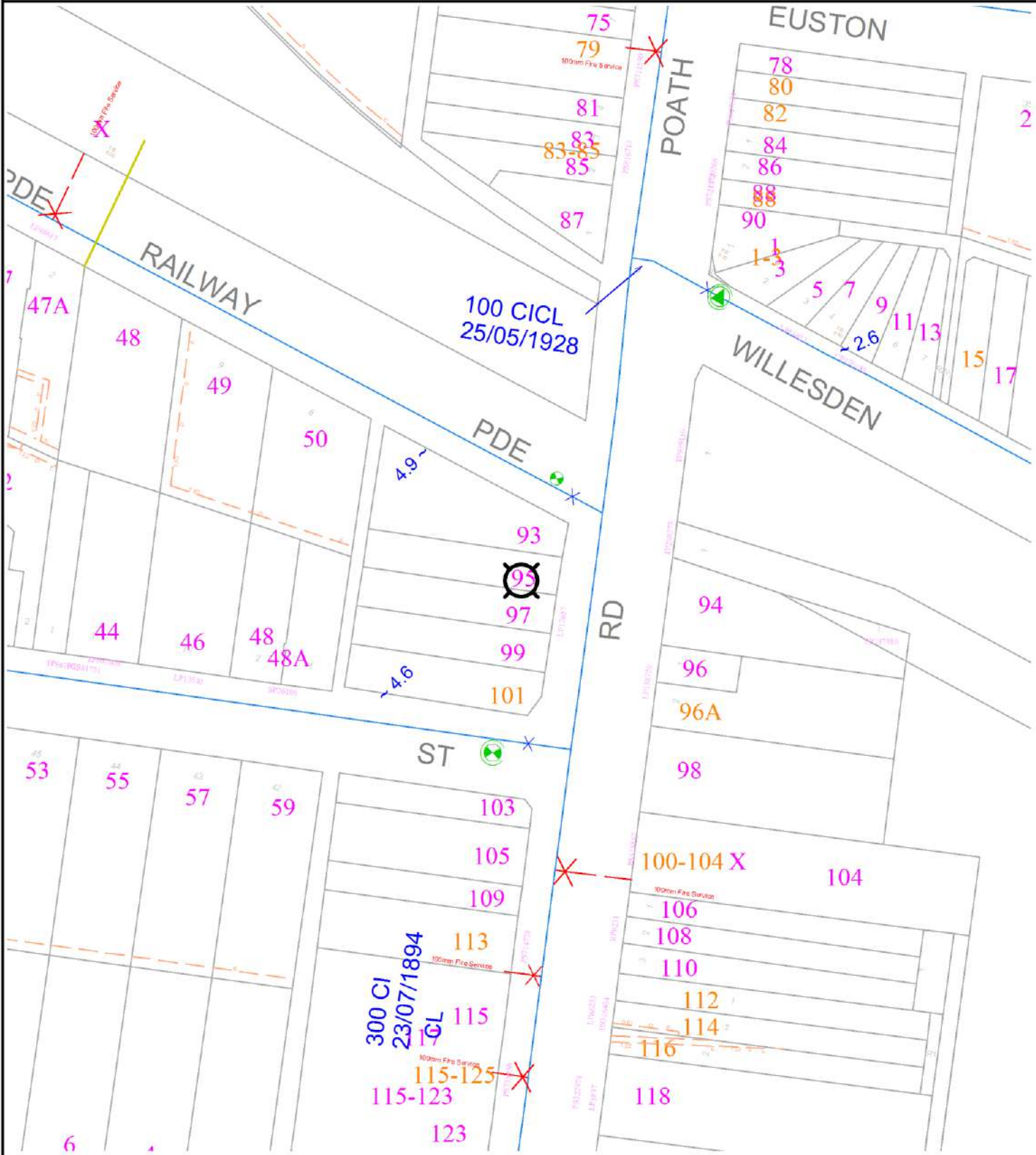


Property: Lot 2 95 POATH ROAD MURRUMBEENA 3163

Case Number: 44416305

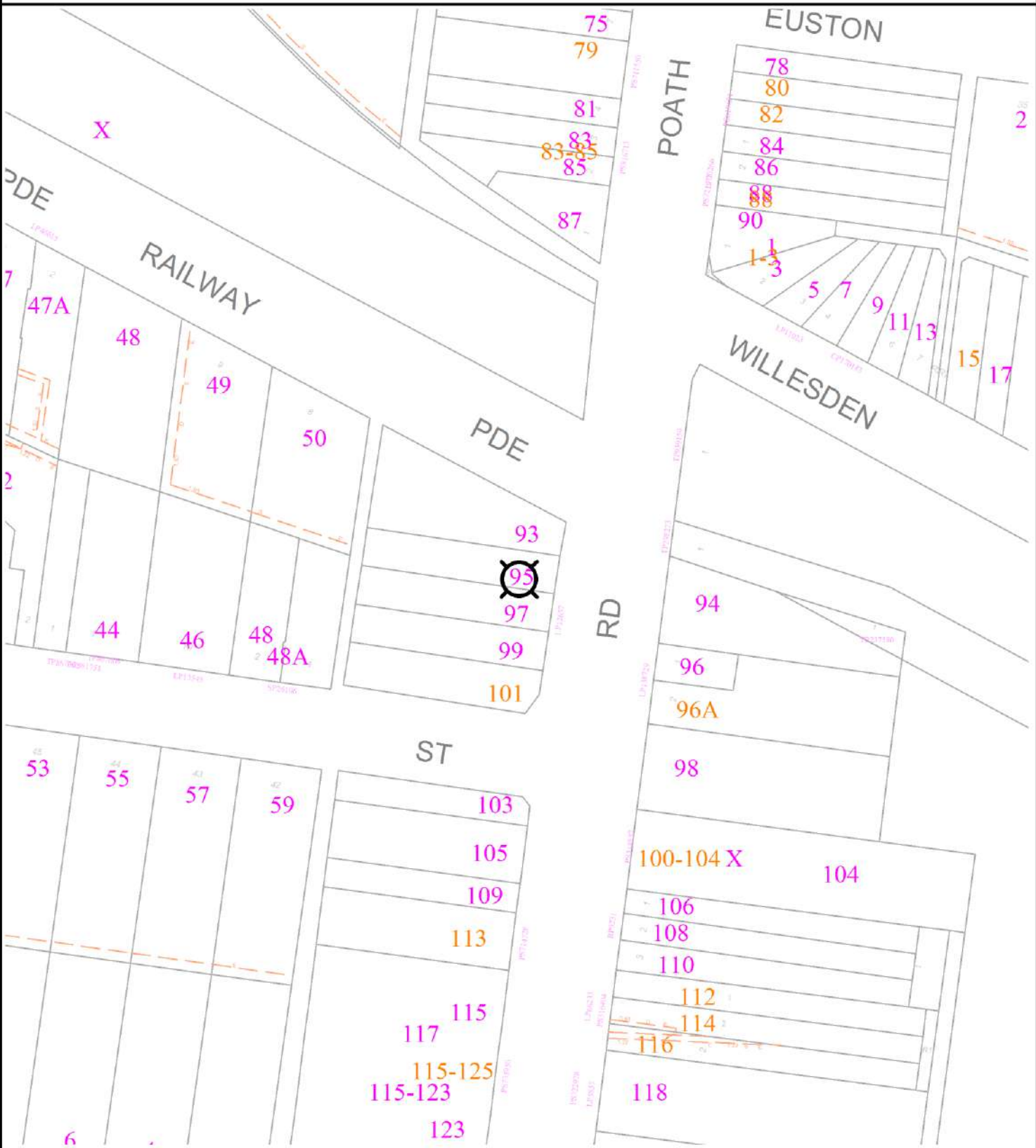


Date: 05JULY2023



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



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LEGEND			
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	Proposed Title/Road		Recycled Water Main Valve
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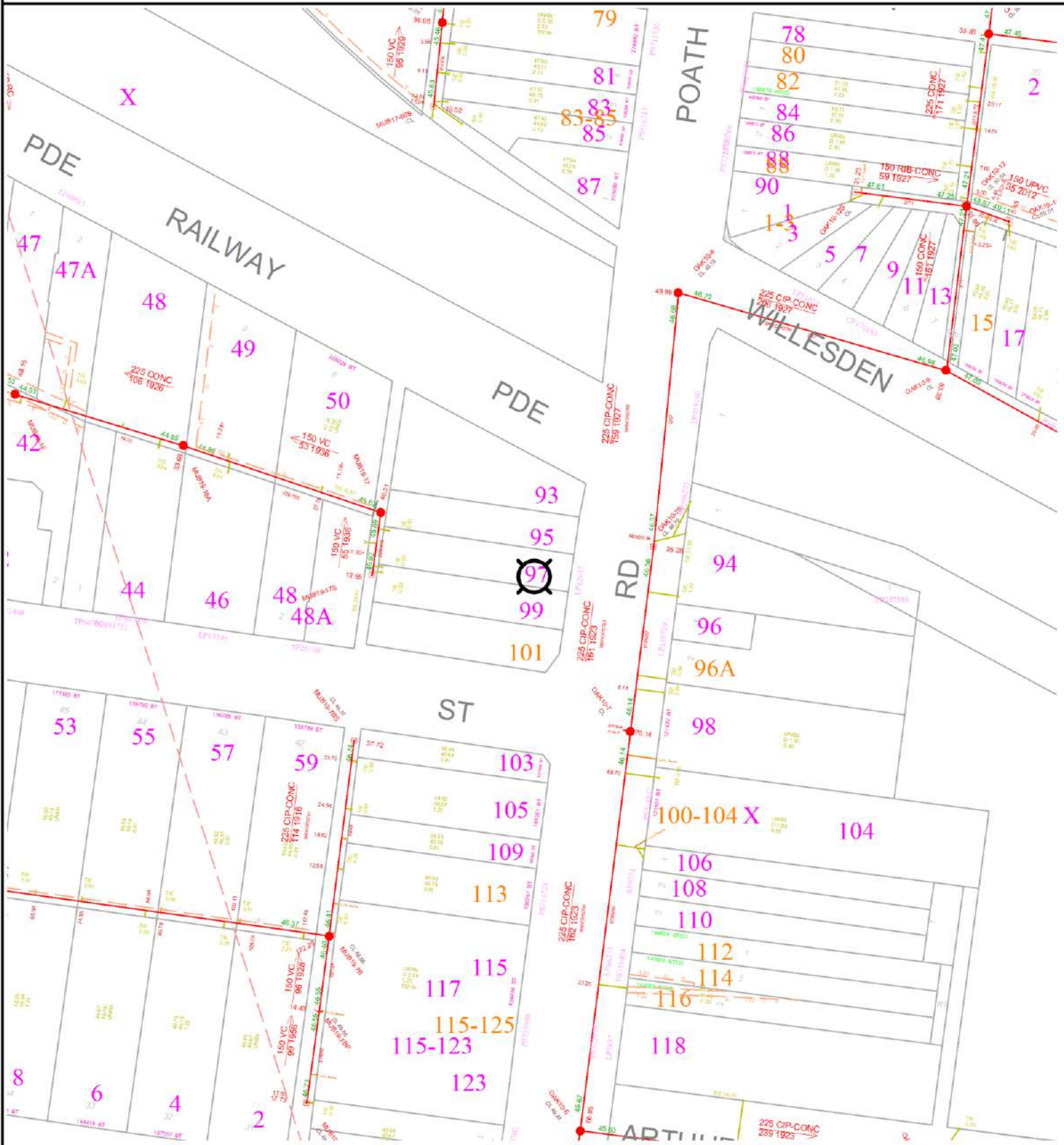
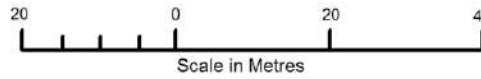
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	Easement		Direction of Flow		Offset from Boundary
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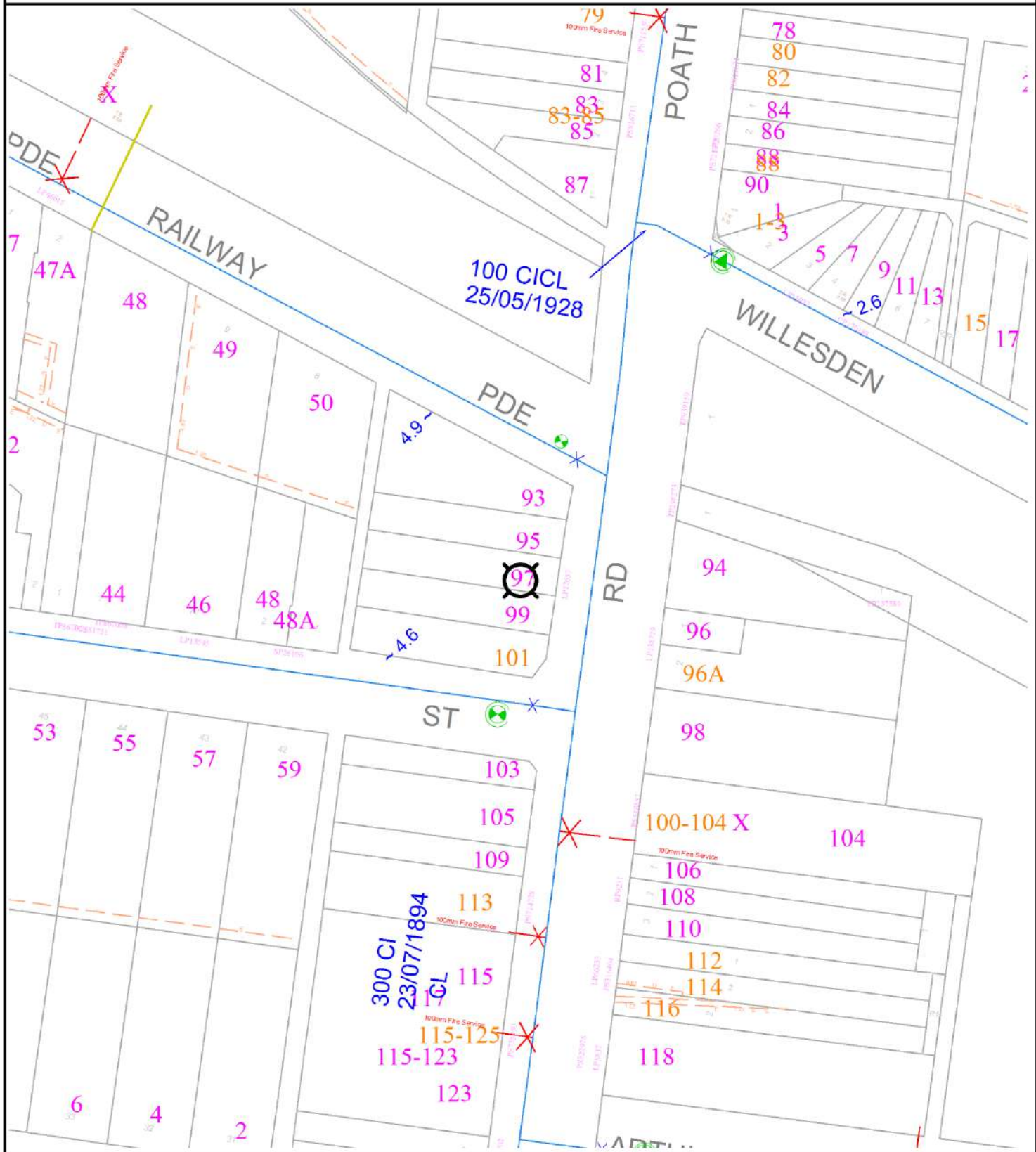


Property: Lot 3 97 POATH ROAD MURRUMBEENA 3163

Case Number: 44416373



Date: 05JULY2023



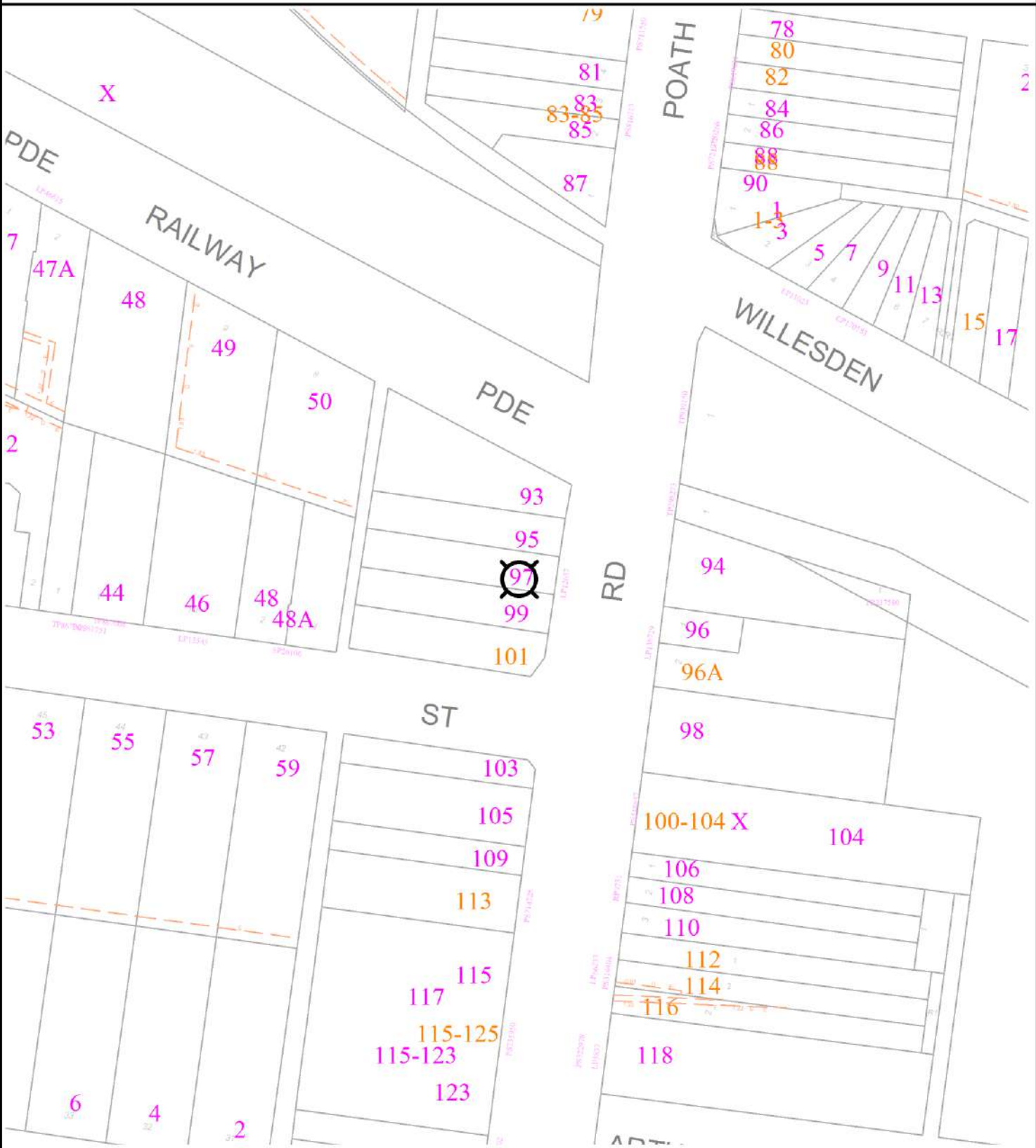
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	Title/Road Boundary
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	Water Main Valve
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Case Number: 44416373

Date: 05JULY2023



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





- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

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

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

Consent has been previously given to the owner of the property to erect a structure over the combined drain and a copy of Consent Number 31795 is attached.

The property has a trade waste fixture or apparatus connected to South East Water's sewer. Should the occupancy change, and the new occupier intends to discharge trade waste into South East Water's sewer, it will

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

**South East Water**  
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PO Box 2268, Seaford, VIC 3198



be necessary for the new occupier to negotiate a new agreement and this may require the new occupier to replace, install, upgrade or repair the trade waste apparatus at their cost. If at anytime, the sewer servicing the premise blocks and the cause of the blockage is found to be grease and fats, and it is determined that the is undersized, South East Water may require the occupier of the business to upgrade the apparatus. To reduce the likelihood of sewer blockages caused by fats, you must ensure that all grease generating fixtures (including bin wash areas and cleaners sinks) are connected to the treatment apparatus. If the trade waste discharge is to cease, the fixture apparatus must be disconnected from the sewer. For details of any outstanding trade waste matters or requirements or the negotiation of a new Trade Waste Agreement, telephone 9552 3662 quoting TW 4774

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

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

**3. Disclaimer**

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

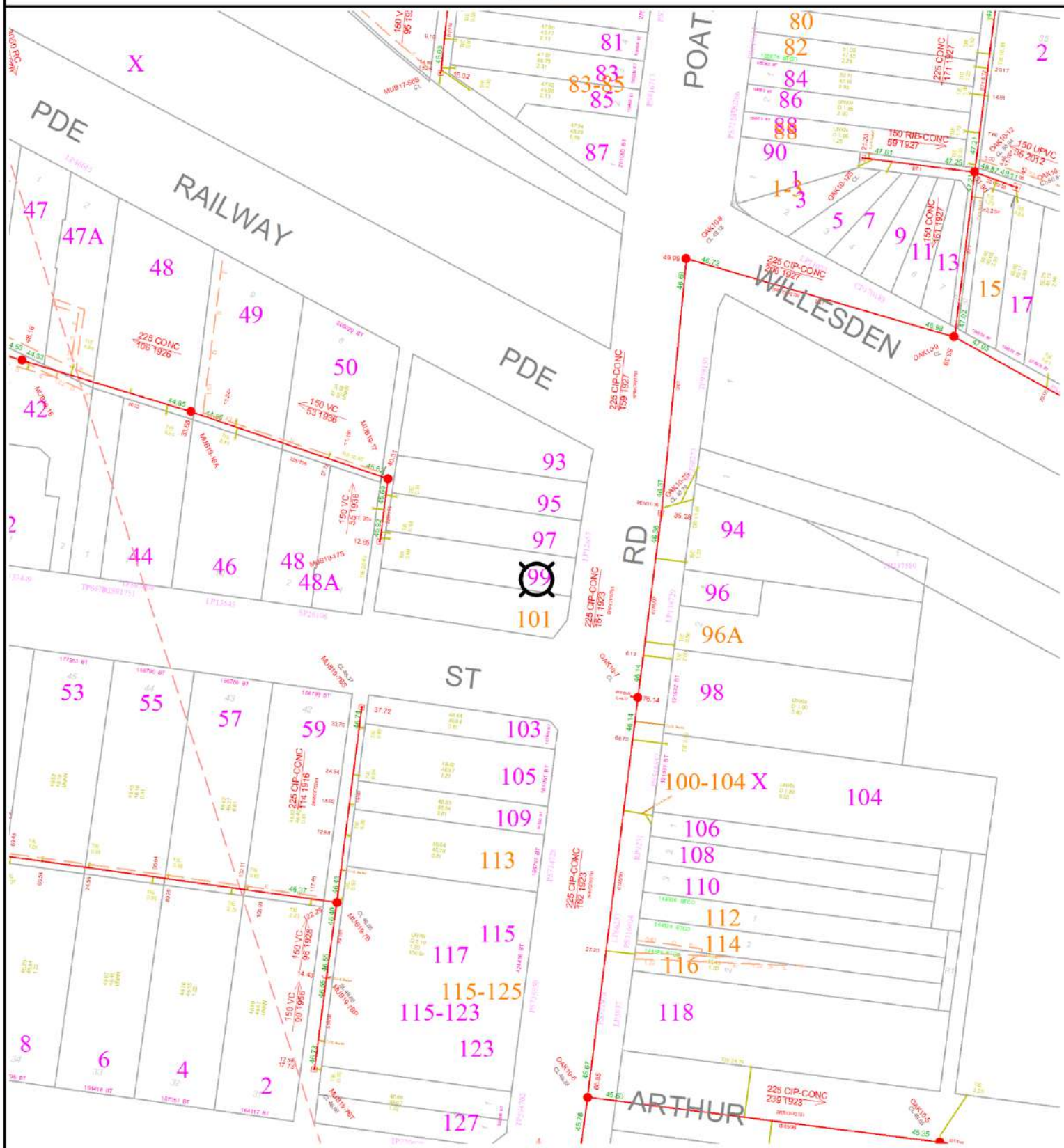
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

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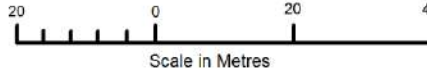
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Channel Drain		Natural Waterway
	Maintenance Hole		Underground Drain		Underground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



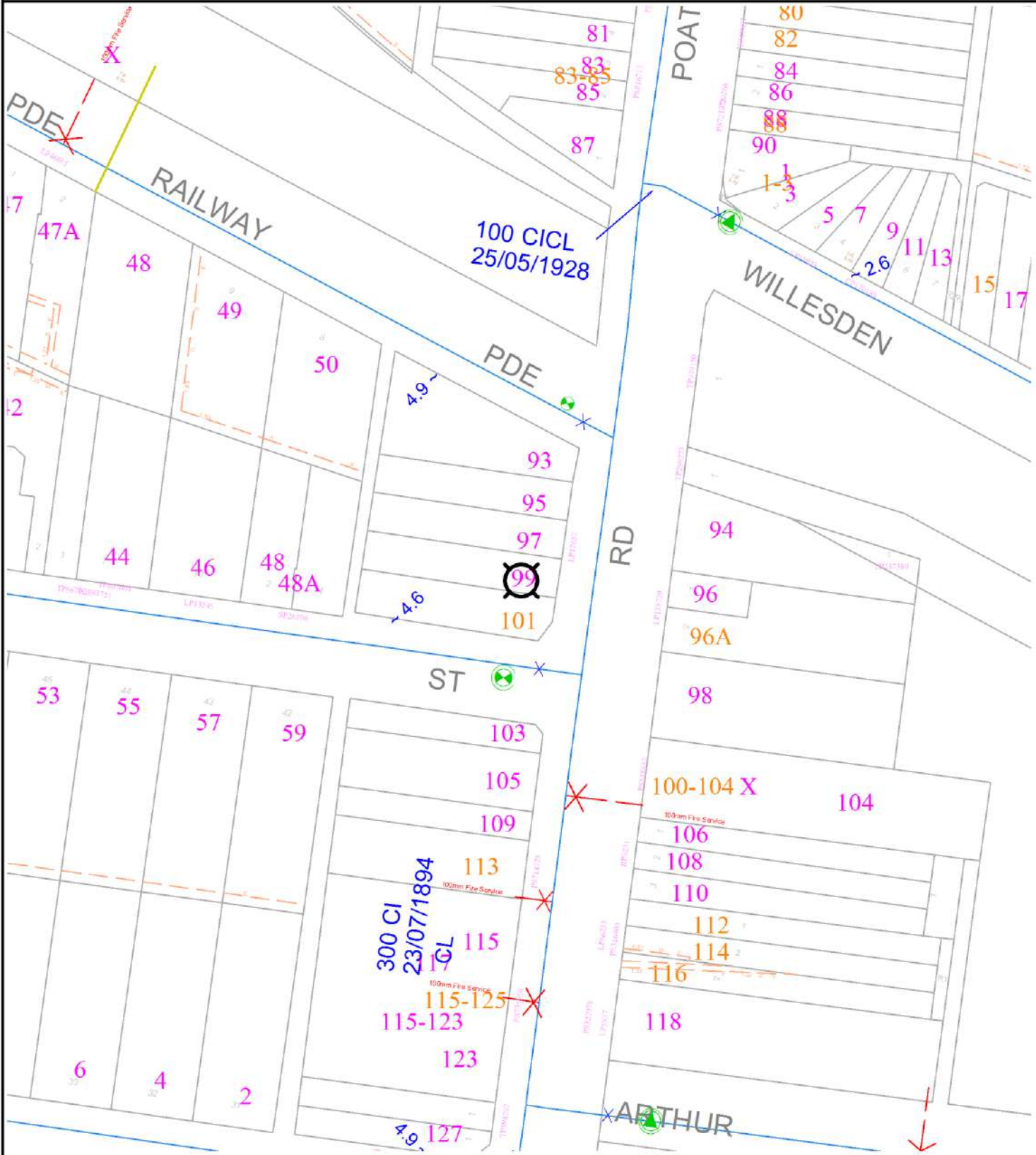


Property: Lot 4 99 POATH ROAD MURRUMBEENA 3163

Case Number: 44416480

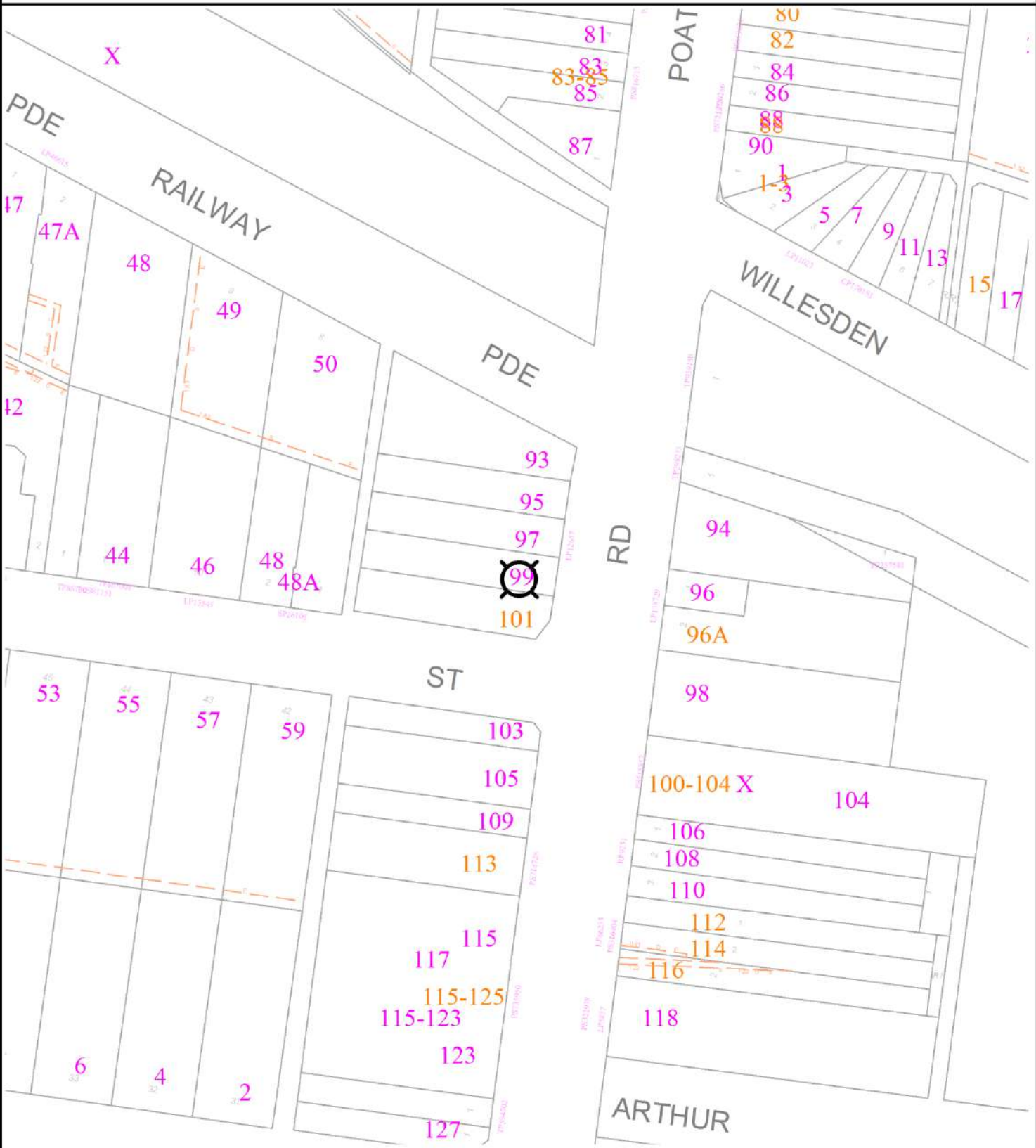


Date: 05JULY2023



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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary



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



198499

**CONDITIONS OF CONSENT**

**THE OWNER HEREBY AGREES:—**

1. To permit the Board and the owner or owners of the other property or properties drained by means of the combined drain to enter into and upon the building or other structure for the purpose of inspecting constructing maintaining or repairing the combined drain.
2. To be solely responsible for all injury loss or damage which may be occasioned to the said building or other structure by reason of or incidental to the carrying out of the inspection construction maintenance or repair of the said combined drain or by reason of or incidental to the presence of the said combined drain.
3. To indemnify the Board against all actions claims suits and demands arising out of or incidental to the erection and/or retention of the said building or other structure over the said combined drain.
4. To pay to the Board and/or the owner or owners of the other property or properties drained by means of the combined drain any additional costs incurred in inspecting constructing maintaining or repairing the said combined drain by reason of the said building or other structure having been erected over the said combined drain.
5. Not to sell or mortgage the property to which this Consent refers without first disclosing the contents of this Consent to the purchaser or mortgagee.

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***SPECIAL CONDITIONS***

**NOTE:** This Consent does not constitute a building permit or a permit under the Town and Country Planning Acts for the use of land for any purpose not in conformity with any Interim Development Order or Planning Scheme made pursuant to such Acts and does not absolve the person to whom it is given from complying with any Statute or Regulation made thereunder and particularly with the Uniform Building Regulations, Victoria, any applicable Municipal By-law or the provisions of any Planning Scheme or other Interim Development Order affecting the land.

198499

PS 198499

PS 198499

MELBOURNE AND METROPOLITAN BOARD OF WORKS

31795



APPLICATION FOR CONSENT TO ERECT A BUILDING OR STRUCTURE OVER A COMBINED DRAIN

AGT

TO: Melbourne and Metropolitan Board of Works, 625 Little Collins Street, MELBOURNE.

Agd [scribble]

1. I, G. P. [scribble] of 17 VIRGINIA Grove Chadstone 3145

being the owner of the property described in the Schedule hereto HEREBY REQUEST consent to construct [scribble] or retain on the said land the building and/or structure described in the Schedule hereto over portion of the combined drain described in the said Schedule subject to the conditions set out on the back hereof.

DATED this 31st day of JULY 1978

(Signature of Owner) [Signature]

SCHEDULE

2. (a) The property situate at:-

99 POATH RD, CAULFIELD

(b) The combined drain draining the abovementioned property and the following properties, viz:

101 POATH RD, CAULFIELD

(c) Description of the proposed or existing building or other structure:-

SHED (STORE)

Consent is hereby given for THE RETENTION OF A SHED

over portion of the combined

drain at the property described in the above Schedule subject to the conditions which are endorsed hereon.

DATED this 19th day of August 1978

MELBOURNE AND METROPOLITAN BOARD OF WORKS

[Signature] J. E. ROACH Assistant Secretary.

Tisher Liner FC Law C/- InfoTrack  
 (Affinity)  
 E-mail: certificates@landata.vic.gov.au

Statement for property:  
 LOT 5 101 POATH ROAD  
 MURRUMBEENA 3163  
 5 LP 12657

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
22L//05523/89	LANDATA CER 69438715-022-1	05 JULY 2023	44416631

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2023 to 30/09/2023	\$21.21
<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2023 to 30/09/2023	\$88.78

### (b) By South East Water

<b>Water Service Charge</b>	01/07/2023 to 30/09/2023	\$21.48
<b>Sewerage Service Charge</b>	01/07/2023 to 30/09/2023	\$112.06
<b>Subtotal Service Charges</b>		<u>\$243.53</u>

**TOTAL UNPAID BALANCE** \$243.53

- The meter at the property was last read on 04/04/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:
  - Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>
- \* Please Note: if usage charges appear above, the amount shown includes one or more of the following: Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).

AUTHORISED OFFICER:



MIKALA HEHIR  
 GENERAL MANAGER  
 CUSTOMER & COMMUNITY ENGAGEMENT

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99 & 101 POATH RD is currently serviced by a combined drain. If the property is to be further developed, redeveloped or sub divided, the property must be connected separately to South East Water's reticulated system to relieve the combined drain. This may involve the installation of reticulation works at the cost of the owner of the development, sub division, etc. Please contact South East Water to confirm our requirements prior to designing or commencing works. A copy of the Property Sewerage Plan may be obtained for a fee by phoning 9552 3770. Please quote PS 198499.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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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.

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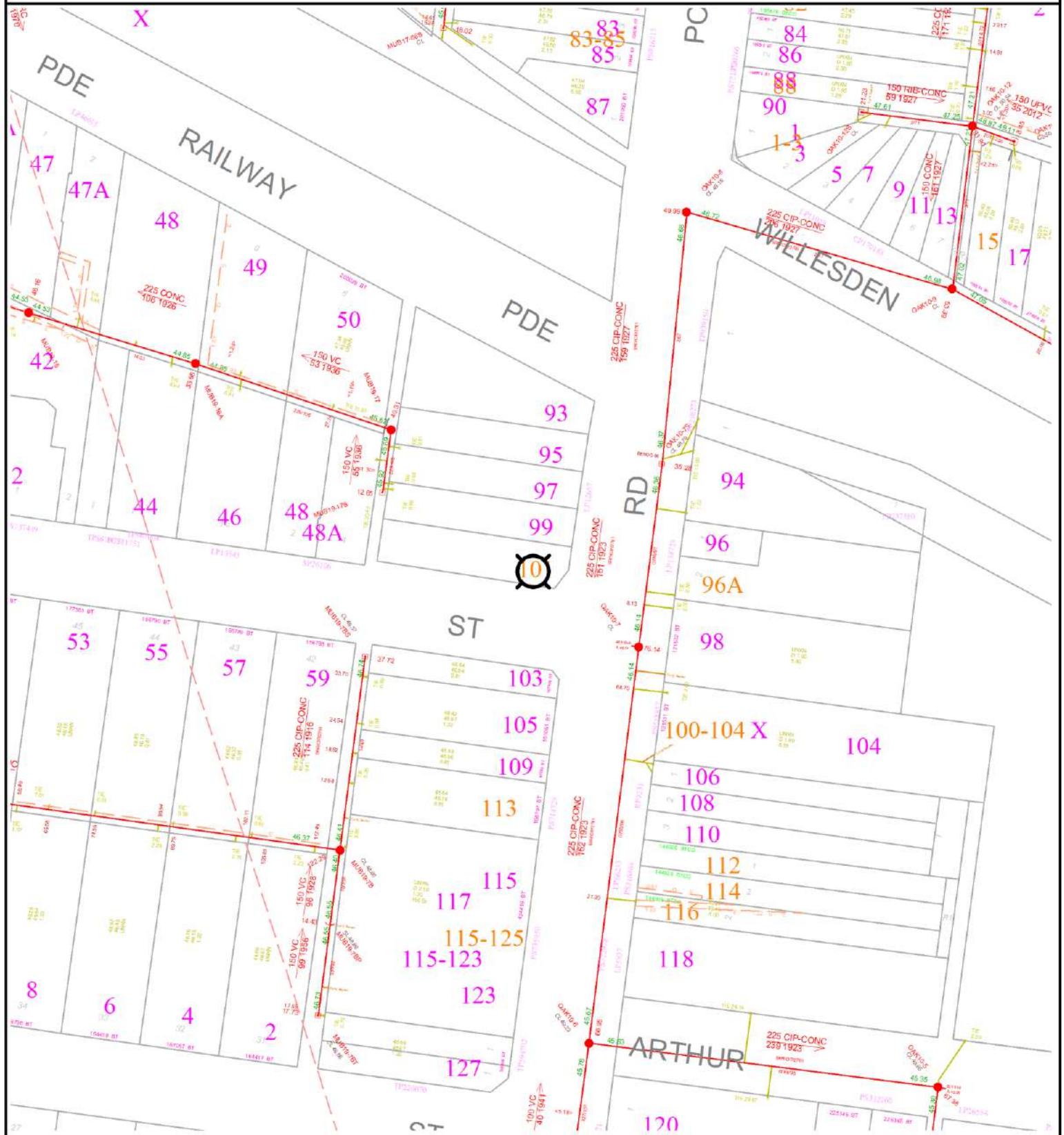
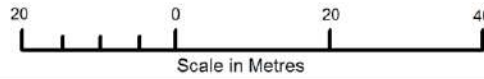
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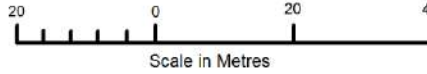
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	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground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



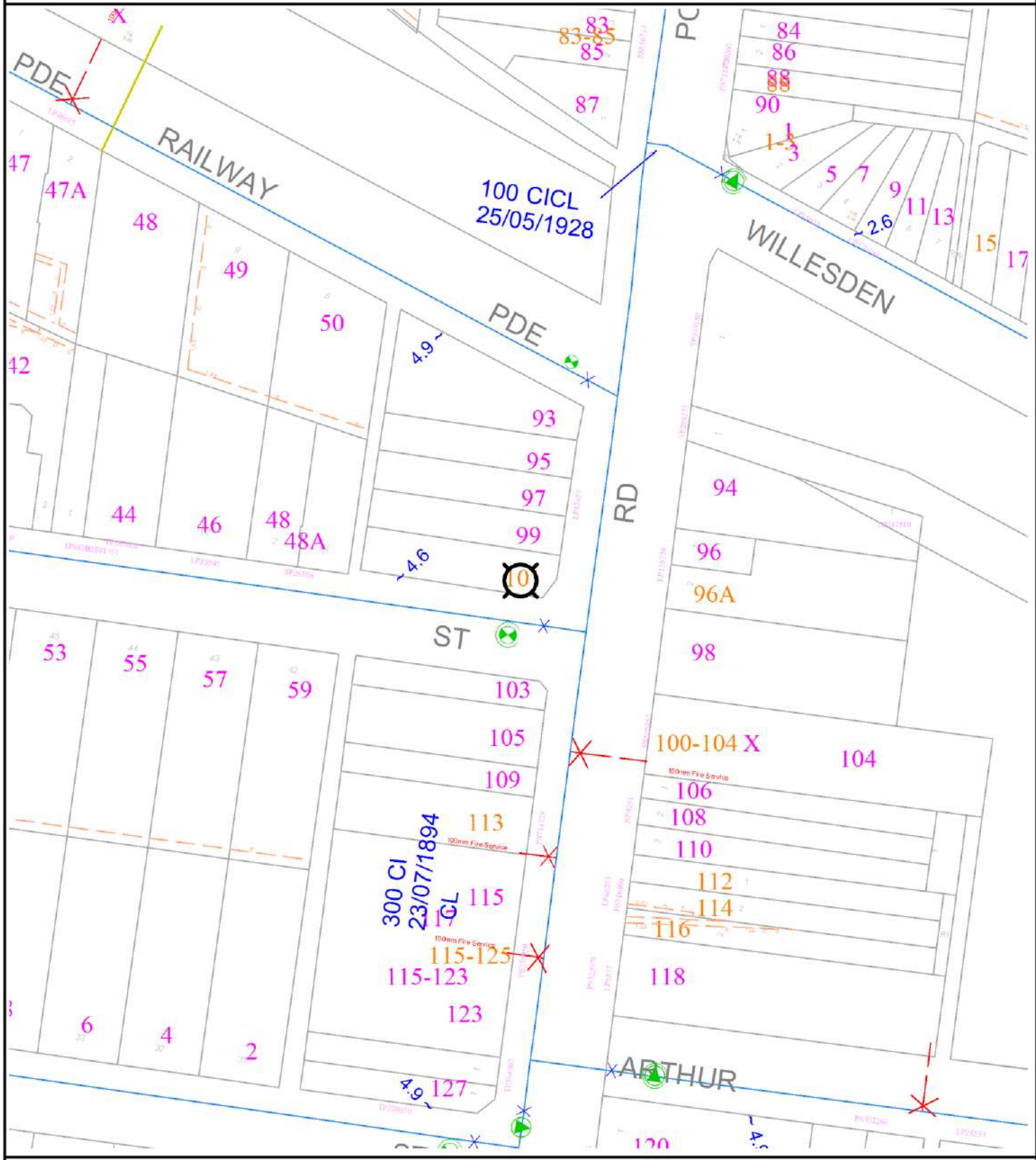


Property: Lot 5 101 POATH ROAD MURRUMBEENA 3163



Case Number: 44416631

Date: 05JULY2023



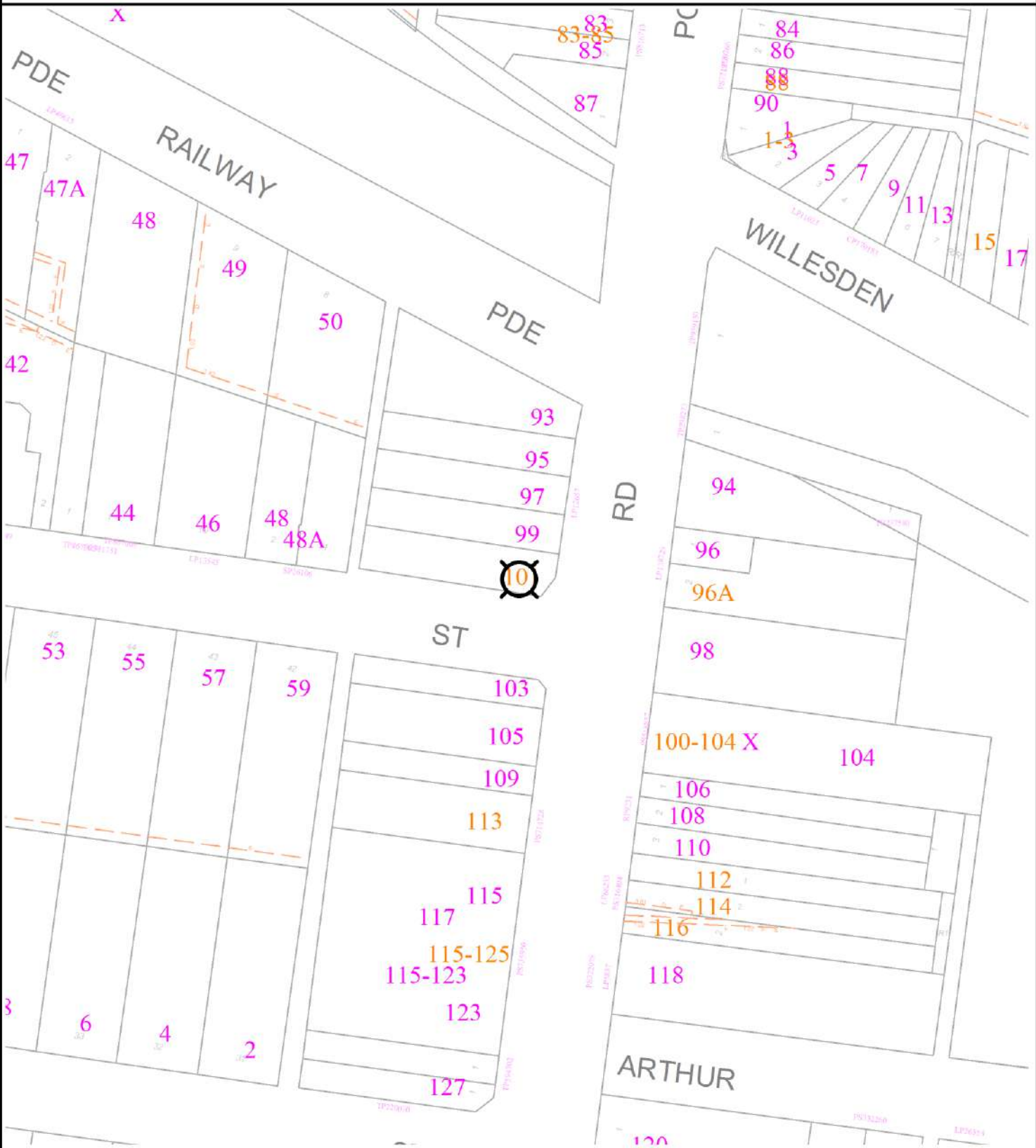
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	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



Case Number: 44416631

Date: 05JULY2023



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



# Property Clearance Certificate

## Land Tax



INFOTRACK / TISHER LINER FC LAW

**Your Reference:** 220174  
**Certificate No:** 66044315  
**Issue Date:** 04 JUL 2023  
**Enquiries:** ESYSPROD

**Land Address:** POATH ROAD MURRUMBEENA VIC 3163

Land Id	Lot	Plan	Volume	Folio	Tax Payable
438954	1	12657	6014	647	\$20,730.50

**Vendor:** ROSELLA PROJECTS PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ROSELLA PROJECTS TRUST	2023	\$1,200,000	\$20,730.50	\$0.00	\$20,730.50

**Comments:**

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$1,200,000

SITE VALUE: \$1,200,000

**CURRENT LAND TAX CHARGE: \$20,730.50**

# Notes to Certificate - Land Tax

Certificate No: 66044315

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## 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 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.

## General information

6. 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.
7. 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 = \$4,575.00

Taxable Value = \$1,200,000

Calculated as \$2,975 plus ( \$1,200,000 - \$1,000,000 ) multiplied by 0.800 cents.

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## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 66044315

**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](http://www.bpay.com.au)

**CARD**



Ref: 66044315

**Visa or Mastercard**

Pay via our website or phone 13 21 61.  
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[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / TISHER LINER FC LAW

Your Reference: 220174

Certificate No: 66044315

Issue Date: 04 JUL 2023

Land Address: POATH ROAD MURRUMBEENA VICTORIA 3163

Lot	Plan	Volume	Folio
1	12657	6014	647

Vendor: ROSELLA PROJECTS PTY LTD

Purchaser:

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66044315

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## 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 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.

## General information

8. 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.
9. 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.
10. 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.

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## Windfall Gains Tax - Payment Options

**BPAY**




Biller Code: 416073  
Ref: 66044322

**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](http://www.bpay.com.au)

**CARD**



Ref: 66044322

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

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

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



# Property Clearance Certificate

## Land Tax



INFOTRACK / TISHER LINER FC LAW

**Your Reference:** 220174  
**Certificate No:** 66044412  
**Issue Date:** 04 JUL 2023  
**Enquiries:** ESYSPROD

**Land Address:** POATH ROAD MURRUMBEENA VIC 3163

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3829366	2	12657	6014	647	\$20,730.51

**Vendor:** ROSELLA PROJECTS PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ROSELLA PROJECTS TRUST	2023	\$1,200,000	\$20,730.51	\$0.00	\$20,730.51

**Comments:**

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$1,200,000

SITE VALUE: \$1,200,000

**CURRENT LAND TAX CHARGE: \$20,730.51**

# Notes to Certificate - Land Tax

Certificate No: 66044412

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## 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 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.

## General information

6. 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.
7. 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 = \$4,575.00

Taxable Value = \$1,200,000

Calculated as \$2,975 plus ( \$1,200,000 - \$1,000,000) multiplied by 0.800 cents.

---

## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 66044412

**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](http://www.bpay.com.au)

**CARD**



Ref: 66044412

**Visa or Mastercard**

Pay via our website or phone 13 21 61.  
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[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / TISHER LINER FC LAW

Your Reference: 220174

Certificate No: 66044412

Issue Date: 04 JUL 2023

Land Address: POATH ROAD MURRUMBEENA VICTORIA 3163

Lot	Plan	Volume	Folio
2	12657	6014	647

Vendor: ROSELLA PROJECTS PTY LTD

Purchaser:

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66044412

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## 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 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.

## General information

8. 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.
9. 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.
10. 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.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 66044413</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 66044413</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></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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# Property Clearance Certificate

## Land Tax



INFOTRACK / TISHER LINER FC LAW

**Your Reference:** 220174  
**Certificate No:** 66044462  
**Issue Date:** 04 JUL 2023  
**Enquiries:** ESYSPROD

**Land Address:** 93 -101 POATH ROAD MURRUMBEENA VIC 3163

Land Id	Lot	Plan	Volume	Folio	Tax Payable
438954	3	12657	6014	647	\$20,730.50

**Vendor:** ROSELLA PROJECTS PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ROSELLA PROJECTS TRUST	2023	\$1,200,000	\$20,730.50	\$0.00	\$20,730.50

**Comments:**

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$1,200,000

SITE VALUE: \$1,200,000

**CURRENT LAND TAX CHARGE: \$20,730.50**

# Notes to Certificate - Land Tax

Certificate No: 66044462

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## 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 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.

## General information

6. 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.
7. 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 = \$4,575.00

Taxable Value = \$1,200,000

Calculated as \$2,975 plus ( \$1,200,000 - \$1,000,000 ) multiplied by 0.800 cents.

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## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 66044462

**Telephone & Internet Banking - BPAY®**

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[www.bpay.com.au](http://www.bpay.com.au)

**CARD**



Ref: 66044462

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / TISHER LINER FC LAW

Your Reference: 220174

Certificate No: 66044462

Issue Date: 04 JUL 2023

Land Address: 93-101 POATH ROAD MURRUMBEENA VICTORIA 3163

Lot	Plan	Volume	Folio
3	12657	6014	647

Vendor: ROSELLA PROJECTS PTY LTD

Purchaser:

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66044462

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## 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 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.

## General information

8. 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.
9. 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.
10. 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.

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## Windfall Gains Tax - Payment Options

**BPAY**




Billers Code: 416073  
Ref: 66044462

**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](http://www.bpay.com.au)

**CARD**



Ref: 66044462

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

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

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



# Property Clearance Certificate

## Land Tax



INFOTRACK / TISHER LINER FC LAW

**Your Reference:** 220174  
**Certificate No:** 66045620  
**Issue Date:** 04 JUL 2023  
**Enquiries:** ESYSPROD

**Land Address:** 93 -101 POATH ROAD MURRUMBEENA VIC 3163

Land Id	Lot	Plan	Volume	Folio	Tax Payable
438954	4	12657	6014	647	\$20,730.50

**Vendor:** ROSELLA PROJECTS PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ROSELLA PROJECTS TRUST	2023	\$1,200,000	\$20,730.50	\$0.00	\$20,730.50

**Comments:**

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$1,200,000

SITE VALUE: \$1,200,000

**CURRENT LAND TAX CHARGE: \$20,730.50**

# Notes to Certificate - Land Tax

Certificate No: 66045620

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## 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 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.

## General information

6. 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.
7. 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 = \$4,575.00

Taxable Value = \$1,200,000

Calculated as \$2,975 plus ( \$1,200,000 - \$1,000,000 ) multiplied by 0.800 cents.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 66045620

### 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](http://www.bpay.com.au)

### CARD



Ref: 66045620

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / TISHER LINER FC LAW

Your Reference: 220174

Certificate No: 66045620

Issue Date: 04 JUL 2023

Land Address: 93-101 POATH ROAD MURRUMBEENA VICTORIA 3163

Lot	Plan	Volume	Folio
4	12657	6014	647

Vendor: ROSELLA PROJECTS PTY LTD

Purchaser:

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66045620

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## 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 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.

## General information

8. 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.
9. 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.
10. 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.

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## Windfall Gains Tax - Payment Options

**BPAY**




Billers Code: 416073  
Ref: 66045626

**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](http://www.bpay.com.au)

**CARD**



Ref: 66045626

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

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

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



# Property Clearance Certificate

## Land Tax



INFOTRACK / TISHER LINER FC LAW

**Your Reference:** 220174  
**Certificate No:** 66045688  
**Issue Date:** 04 JUL 2023  
**Enquiries:** ESYSPROD

**Land Address:** 93 -101 POATH ROAD MURRUMBEENA VIC 3163

Land Id	Lot	Plan	Volume	Folio	Tax Payable
438954	5	12657	6014	647	\$20,730.50

**Vendor:** ROSELLA PROJECTS PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ROSELLA PROJECTS TRUST	2023	\$1,200,000	\$20,730.50	\$0.00	\$20,730.50

**Comments:**

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$1,200,000

SITE VALUE: \$1,200,000

**CURRENT LAND TAX CHARGE: \$20,730.50**

# Notes to Certificate - Land Tax

Certificate No: 66045688

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## 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 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.

## General information

6. 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.
7. 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 = \$4,575.00

Taxable Value = \$1,200,000

Calculated as \$2,975 plus ( \$1,200,000 - \$1,000,000) multiplied by 0.800 cents.

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## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 66045688

**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](http://www.bpay.com.au)

**CARD**



Ref: 66045688

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / TISHER LINER FC LAW

Your Reference: 220174

Certificate No: 66045688

Issue Date: 04 JUL 2023

Land Address: 93-101 POATH ROAD MURRUMBEENA VICTORIA 3163

Lot	Plan	Volume	Folio
5	12657	6014	647

Vendor: ROSELLA PROJECTS PTY LTD

Purchaser:

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.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66045688

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## 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 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.

## General information

8. 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.
9. 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.
10. 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.

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## Windfall Gains Tax - Payment Options

**BPAY**




Billers Code: 416073  
Ref: 66045691

**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](http://www.bpay.com.au)

**CARD**



Ref: 66045691

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

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

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





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tisher Liner FC Law C/- InfoTrack (Affinity)  
475-495 Victoria Avenue  
CHATSWOOD 2067  
AUSTRALIA

Client Reference: 448410

NO PROPOSALS. As at the 4th July 2023, 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®.

93-101 POATH Road, MURRUMBEENA 3163  
CITY OF GLEN EIRA

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: 4th July 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 69438359 - 69438359094752 '448410'**

# Extract of EPA Priority Site Register

Page 1 of 2



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

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 93-101 POATH Road  
SUBURB: MURRUMBEENA  
MUNICIPALITY: Glen Eira  
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 69 Reference C6  
DATE OF SEARCH: 4th July 2023

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 69438359 - 69438359094752  
'448410'



## Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Tisher Liner FC Law**

CERTIFICATE NO:  
**69438359**

PROPERTY ADDRESS:  
**93-101 POATH Road MURRUMBEENA**

PARCEL DESCRIPTION:  
**Lot 1 LP12657; Lot 2 LP12657; Lot 3 LP12657; Lot 4 LP12657; Lot 5 LP12657**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

*Fiona McMahon*

**Fiona McMahon**  
**Heritage Registrar**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 10 July 2023**

*Note: This Certificate is valid at the date of issue.*

# 50 Rosella Street & 93-101 Poath Road, Murrumbena

Estimated Budget v1.3 (Draft)  
Updated 13/12/2022

First Year (all figures inc. GST if OC is to be registered for GST)

Lot	OC1 (all Lots)			OC2 (Commercial)			OC3 (Residential)			TOTAL	
	Liability	Estimated Range -5 to +10% (6 monthly)		Liability	Estimated Range -5 to +10% (6 monthly)		Liability	Estimated Range -5 to +10% (6 monthly)		Estimated Range -5 to +10% (Annual)	
		Low	High		Low	High		Low	High	Low	High
G01	150	\$643	\$744	150	\$2,196	\$2,543				\$5,678	\$6,575
G02	150	\$643	\$744	150	\$2,196	\$2,543				\$5,678	\$6,575
G03	150	\$643	\$744	150	\$2,196	\$2,543				\$5,678	\$6,575
G04	150	\$643	\$744	150	\$2,196	\$2,543				\$5,678	\$6,575
G05	150	\$643	\$744	150	\$2,196	\$2,543				\$5,678	\$6,575
G06	250	\$1,072	\$1,241	250	\$3,660	\$4,238				\$9,463	\$10,958
101	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
102	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
103	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
104	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
105	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
106	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
107	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
108	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
109	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
110	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
111	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
112	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
113	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
114	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
115	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
116	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
201	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
202	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
203	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
204	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
205	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
206	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
207	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
208	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
209	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
210	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
211	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
212	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
213	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
214	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
215	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
216	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
301	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
302	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
303	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
304	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
305	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
306	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
307	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
308	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
309	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
310	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
311	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
312	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
401	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
402	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
403	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
404	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
405	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
406	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
407	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
408	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
409	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
410	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
411	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
501	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
502	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
503	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
504	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
505	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
506	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
507	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
508	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
509	100	\$429	\$496				100	\$809	\$937	\$2,475	\$2,866
601	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732
602	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
603	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
604	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
605	150	\$643	\$744				150	\$1,214	\$1,405	\$3,713	\$4,299
606	200	\$857	\$993				200	\$1,618	\$1,874	\$4,951	\$5,732

NB: Costing estimates are current as of the date of this document, and end figures will be affected by external factors including project completion date and supply chain price rises which can increase more than general CPI