FORM 1

Estate Agents Act 1980

CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the former Estate Agents (Contracts) Regulations 2008

VENDOR: SIMONE MARCELLA TANNOUS

PROPERTY: 5 CLEVES ROAD NORTH UPPER PLENTY VIC 3756

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;
* Special conditions, if any; and
* General conditions; and
* Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing—

- under power of attorney; or
- as director of a corporation; or
- as an 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 of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR on / /20

……..…….
print name of person signing **SIMONE MARCELLA TANNOUS**

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period **Section 31**

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

PARTICULARS OF SALE

Vendor's estate agent:
Stone Real Estate; 1/75 Church Street Whittlesea Vic 3757
Ph: (03) 9716 2000 Email: whittlesea@stonerealestate.com.au; deanzammit@stonerealestate.com.au

Vendor: SIMONE MARCELLA TANNOUS

Vendor's legal practitioner or conveyancer

SABDO AND ASSOCIATES of PO BOX 147 THOMASTOWN 3074
Tel: (03) 9464 7898 Email: sol@sabdo.com.au

Purchaser Name:

Purchaser's legal practitioner or conveyancer:

Land The land is— described in the table below—

Certificate of Title reference		being lot	on plan
Volume: **11914**	Folio **: 044**	LOT **1**	**TP257590C**

OR described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

and includes all improvements and fixtures

Property address

The address of the land is: **5 CLEVES ROAD NORTH UPPER PLENTY VIC 3756**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor & window coverings, electric light fittings, fixtures and fittings

Payment

Price $

Deposit $

Balance $ payable at settlement

GST (refer to general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 10)

is due on / **/20**

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- 14 days after the vendor gives notice in writing to the purchaser and the issue of the Occupancy Permit.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

and refer to general condition 23 and add any further provisions by way of special conditions

Special conditions

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

If the contract is subject to '**special conditions**' then particulars of the special conditions are attached to this contract.

Loan (refer to general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount $

Approval date / /25

Australian Government
Australian Taxation Office

MRS SIMONE M TANNOUS
C/- SOULIMAN ABDO
24 ROCHDALE SQAURE
LALOR VIC 3075

Our reference: 7165218442647
Phone: **13 28 66**

27 November 2025

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello SIMONE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411166589641
Vendor name	SIMONE MARCELLA TANNOUS
Clearance Certificate Period	26 November 2025 to 26 November 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

VENDOR NOTICE GST WITHHOLDING TAX

section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*

TO PURCHASER(S) NAMED IN THE CONTRACT OF SALE &/OR PURCHASER'S NOMINEE(S):

VENDOR: SIMONE MARCELLA TANNOUS TO

PROPERTY: 5 CLEVES ROAD NORTH UPPER PLENTY VIC 3756

Certificate of Title Volume: 11914 Folio: 044

14-255 Notification by suppliers of residential premises etc.

(a) The purchaser will not be required to make a payment under section 14-250 section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* in relation to the supply of this residential land / residential dwelling ;

Reasons:

Existing residential premises that is over 5 years old or has been previously sold as residential premises

FORM 2
Estate Agents Act 1980
CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS
Part 2 of the standard form of contract prescribed by the former
Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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.

2.4 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 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.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.

2.6 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**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 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.

3.2 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.

4. Services

4.1 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.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

7.1 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.

7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—

if the security interest is registered in the Personal Property Securities Register.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—

(a) is not described by serial number in the Personal Property Securities Register; and

(b) is predominantly used for personal, domestic or household purposes; and

(c) 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.

7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.

7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.7 In addition to ensuring a release is received under general condition 7.2(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.

7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 If the purchaser does not provide an advice under general condition 7.8, 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.

7.10 If settlement is delayed under general condition 7.9, 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.

7.11 Words and phrases used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 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.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 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.

11.2 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 licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 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 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 the **Sale of Land Act 1962** have been satisfied.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) 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

(b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply or a part of it does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':

(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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

14. Loan

14.1 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.

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor 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.

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

15. Adjustments

15.1 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.

15.2 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.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by prepaid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. 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.

21. Notices

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

22. 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.

23. Terms contract

23.1 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 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.

23.2 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.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interest

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

27. Default notice

27.1 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.

27.2 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.

28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

SPECIAL CONDITIONS

1.A Clauses 24 .4 , 24.5 & 24.6 are expressly excluded from this Contract of Sale.

1.B FOREIGN RESIDENT CAPITAL GAINS TAX WITHHOLDING

The purchaser:

a. Acknowledges that the vendor is not an entity to which section 14-210 (1) of Schedule 1 of the Taxation Administration Act 1953 (Cth) ("TAA"') applies ("Foreign Entity");

b. Acknowledges receipt of the Clearance Certificate attached to this Contract confirming that the Vendor is not a Foreign Entity;

c. Must not withhold any amount or part of the Price on account of any amount payable under section 14-200 (3) of Schedule 1 of the TAA; and

d. Indemnifies and must hold harmless and keep indemnified the vendor against any Loss or Claim that the vendor suffers, incurs or is liable for as a result of any breach by the Purchaser of this Special Condition 1.

2. GST WITHHOLDING TAX

2.1 Words defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

2.2 This special condition applies if:

(a) The contract was entered into:

(i) On or after 1 July 2018; or

(ii) Prior to 1 July 2018 if consideration (excluding the deposit) is provided after 30 June 2020;

2.3 At least 14 days before the relevant date in special condition 2.4, the vendor must provide to the purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").

2.4 The purchaser must pay to the Commissioner the amount set out in the notice ("amount") on or before:

(a) the day on which it pays any consideration (excluding the deposit) to the vendor for the propert

(b) if the vendor and purchaser are associates and no consideration is to be provided, the day on which the property is supplied to the purchaser; or

(c) such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

Note: the purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the vendor fails to serve a notice.

2.5 If the amount is not due prior to settlement, the purchaser is taken to have complied with its obligations in special condition 2.4 if:

(a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or

(b) The purchaser provides the vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the vendor must provide such cheque to the Commissioner as soon as possible.

2.6 The amount is to be deducted from the vendor's entitlement to the contract consideration.

2.7 The purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the vendor.

2.8 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 in this special condition; and

(b) ensure that the representative does so.

2.9 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 special 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 special 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.

EC

3. ELECTRONIC CONVEYANCING

Settlement and lodgment of the instruments necessary to register the purchaser as proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

a. This special condition prevails over any other provision of this contract to the extent of any inconsistency. This special condition applies if the parties subsequently agree in writing that it is to apply, if not elected herein.

b. A party will give written notice immediately upon that party reasonably believing that settlement and lodgment can no longer be conducted electronically. Special condition 3 ceases to apply from when such a notice is given.

c. If applicable, each party will engage a representative who is or who will also use and engage and associate or agent being a subscriber for the purposes of the *Electronic Conveyancing National Law.*

d. The vendor will open the Electronic Workspace being an electronic address for the service of notices and for written communications for electronic transactions legislation ("workspace") as soon as reasonably practicable.

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

f. Settlement occurs when the workspace records that:

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

b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

g. The parties will do everything reasonably necessary to effect settlement electronically on the next business day.

h. Each party will do everything as a priority and as reasonable to immediately assist the other party to trace and identify the recipient of any mistaken payment should that occur and to recover any mistaken payments.

i. The vendor will before settlement:

a) deliver all keys, security devices and codes ("keys") to the estate agent named in the contract,

b) 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,

c) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator; and

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

4. PURCHASERS DEFAULT

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale at the rate of (15) percent per annum in lieu of the rate specified in General Condition no.26 of this contract.

5. SETTLEMENT TIME

Notwithstanding General Condition 10.3 of this Contract, on the Settlement Date settlement shall be effected prior to 4.00 pm at the offices of the Vendor's solicitors or at such other place as the Vendor or its solicitors may direct. At such settlement in addition to any other matter the Purchaser shall pay to the Vendor the Residue of the Price save for the deductions, if any, provided herein by an unendorsed bank cheque or cheques in favour of the Vendor or as the, Vendor or its solicitors may in writing direct. If settlement is effected later than 4.00 pm on the Settlement date, settlement shall be deemed to have occurred on the Business Day following the day on which payment, of the Residue of the Price is made and the Purchaser shall be deemed to have made a default in payment of the Residue of the Price accordingly.

If settlement is rescheduled due to the purchaser, the purchaser shall pay the vendor's Solicitors/ Conveyancer an amount of $330 incl GST representing the vendor's additional legal cost and disbursements. The Purchaser also agrees to pay $250.00 for every subsequent charge to the settlement date.

6. PURCHASER'S INDEMNITY FOR FUTURE CHARGES

The sale Price has been agreed upon the basis of the existing amenities and the purchaser/s shall assume responsibility for and indemnify the vendors against all charges and/or other liabilities in respect of any road making drainage sewerage fencing or any other works whatsoever which have not actually been commenced as at the Day of Sale except for any notices charging the land hereby sold (as distinct from preliminary notices issued) in respect of any such works which have been made or issued prior to the said date.

7. ADMISSION OF LAND IDENTITY

The purchaser/s shall admit the identity of the land sold with that comprised in the said Certificate of Title and shall not make any requisitions nor claim any compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may be disclosed by survey or otherwise nor shall the purchaser/s be entitled to call on the vendor/s to amend Title or contribute to the expense of any amendment of Title.

8. ADMISSION AS TO IMPROVEMENTS

The Purchaser/s acknowledge that:-

(a) Any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the vendor's Title and the purchaser/s shall not make any Requisition or claim any compensation from the vendor/s on that ground and

(b) The purchaser/s has purchased the property as a result of the purchaser's own inspection or inquiries and in its present condition and state of repair and subject to all faults and defects both latent or patent and except to any expressly provided in this Contract the vendor/s has not and no person on the vendors behalf has made any warranty or representation in relation to those matters.

9. TOWN PLANNING RESTRICTIONS

Any restriction of the use of the land under any Country or Town Planning Act, plan or scheme in any legislation or otherwise to control the use of the land shall not affect the validity of this Contract or constitute a defect to the Vendor/s Title.

10. WHOLE OF CONTRACT

It is hereby agreed between the parties hereto that there are no conditions warranties or other terms affecting this Sale other than those embodied herein and the purchaser/s shall not be entitled to rely on any representations made by the vendor/s or its agents except such as are made conditions of this Contract

11. STAMP DUTY INDEMNITY

The purchaser/s hereby agrees to indemnify and will keep indemnified at all times hereafter the vendor/s agent against all liabilities claims, proceedings and penalties whatsoever under the Duties Act or any amending or replacement Act relating to the Contract of Sale and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyances of the Property.

12. NON-MERGER

To the extent this Contract includes obligations which continue or arise after the settlement date, this Contract shall remain in full force and effect notwithstanding settlement and the provisions of this contract shall not merge with any conveyance, transfer or assignment or registration of any of the foregoing.

13. DIRECTORS GUARANTEE AND INDEMNITY

If the purchaser/s is a Company not listed on the first board of any Stock Exchange in Australia (or is not a subsidiary of a Company which is so listed), it agrees that it will upon the signing hereof or within 7 days from the day of sale procure and deliver to the vendor or the vendors solicitors a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its Directors. Further it agrees that in the event of this Contract being signed on behalf of the Company by one or more of its directors, such directors shall forthwith complete and execute the said annexed joint and several Guarantee and Indemnity. Any person or persons signing this Contract on behalf of the Purchaser Company shall be deemed to be bound by the provisions of the annexed Guarantee and Indemnity.

14. FOREIGN ACQUISITION

(a) If the purchaser is required to obtain the approval of the Treasurer of the Commonwealth of Australia ("the Treasurer") under the Foreign Acquisitions and Takeovers Act 1975 to the purchase of the property by the purchaser then the purchaser hereby warrants that it has obtained such approval.

(b) The purchaser acknowledges that the vendor is relying upon the purchaser's warranty contained in Special Condition 11(a) hereof and further acknowledges that should such warranty be untrue in any respect then the purchaser shall indemnify the vendor against all loss or damage including any consequential loss which the vendor may suffer as a consequence of the vendor having relied upon the purchaser's warranty when entering into this Contract.

15. NOMINATION

The following are conditions precedent to the acceptance by the vendor of any nomination hereunder made by the purchaser under General Condition 5 hereof.

(a) The purchaser shall submit to the vendor no later than fourteen days prior to the due date for payment of the residue as referred to in this Contract a copy of a Statutory Declaration duly declared in a form approved by the State Revenue Commission of Victoria duly declared by the purchaser together with evidence of acceptance of such nomination by the substituted purchaser to the absolute satisfaction of the Legal Practitioner for the vendor.

(b) The purchaser and any Guarantor hereunder, shall furnish to the vendor (in the form of a Guarantee acceptable to the vendor's solicitors) a Guarantee of the obligations of the substituted Purchaser.

(c) The purchaser shall authorise the stakeholder in writing to apply the deposit monies and any monies paid hereunder as a deposit as monies payable on behalf of the substituted purchaser.

(i) Before the proposed Settlement Date and the date of actual delivery of the Transfer of the vendor ("the default period"), and

(ii) Interest in accordance with General Condition no. 26 shall be payable on the balance of the Price and shall be deemed to have been demanded by the vendor from the purchaser and shall be payable by the purchaser to the vendor for the default period in addition to and not by way of substitution for any other rights or remedies the vendor may have against the purchaser pursuant to this Contract.

16. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

(i) If there is more than one purchaser, it is the purchasers responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

(ii) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

(iii) The purchasers fully indemnify the vendor, the vendor's 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 an additional duty payable as a result of the proportions in the transfer differing from those in the contract.

(iv) This Special Condition will not merge on completion.

17. PPSR CHARGES

(a) The purchaser acknowledges that in accordance with the contract the vendor is only supplying Land, Building & Fixtures. The vendor is not supplying any personal property within the meaning of the **Personal Property Securities Act 2009 (Cth).**

(b) The parties agree that General condition 7 does not apply to this Contract.

18. FINANCE

a) The Purchaser acknowledges that should this contract be subject to finance that is noted on the Particulars of Sale, then General Condition 14 is to be amended to include the following. In the event that finance is not approved then the purchaser MUST provide written proof on a formal letter generated by the lender or lending institution to which the finance was applied to by the purchaser. It is agreed that any such decline will NOT be acceptable if from a broker or loan originator or the like, that finance was declined. Failure to comply will render the finance clause unconditional in this transaction if such formal decline letter is not provided within 5 days of the purchaser or the purchaser's representative advising that finance has been declined.

b) The purchaser will pay to the vendor on settlement the sum of one hundred and fifty dollars for any finance & or deposit extension request. Such cost is to cover the vendors' representative for the additional work completed for such request by the purchaser. It will be payable on settlement regardless

of whether any such request is granted or not, by the vendors' representative and will be shown in the final adjustments. It is agreed between the parties that this condition is an essential part of the contract.

19. ADJUSTMENT CERTIFICATES

The purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments. At the time that the purchaser or their representative makes submission of the adjustments to the vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of adjustments must be by way of copies of certificates purchased by the purchasers' representative in order to verify the information allowed for in such adjustments. These certificates will be provided to the vendors' representative at the time of submission of the adjustments. The vendor will not be obliged to provide cheque details till this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to re adjust, after settlement has been completed. This condition will not merge on settlement.

The Statement of Adjustments must be prepared by the Purchaser and delivered to the Vendor's Legal Representative at least five (5) business days prior to the date fixed for Settlement together with all relevant searches used to calculate the adjustments. In the event of a breach of this special condition the Purchaser may be liable for a Late Administration Fee of $330.00 payable to the Vendor's Legal Representative's office on settlement and the Purchaser shall also be deemed to be in default under the Contract of Sale.

If settlement is rescheduled due to the purchaser, the purchaser shall pay the vendor's Solicitors/ Conveyancer an amount of $375.00 incl GST representing the vendor's additional legal cost and disbursements. The Purchaser also agrees to pay $250.00 for every subsequent charge to the settlement date.

20. LEASE

If this property is sold subject to any Commercial Lease & or Residential Tenancy Agreement then the following conditions apply to this contract.

a. The purchaser acknowledges having inspected the lease and is deemed to have notice and knowledge of its contents.
b. The Purchaser is not entitled to make any objection in relation to the lease.
c. Until the purchaser becomes entitled to receipt of rents and profits of the property, the Vendor or the Vendors' agent may, in the normal course of business:
   i. take proceedings against the tenant to secure payment of any outstanding monies due by that tenant;
   ii. obtain vacant possession or take such actions as the Vendor deems appropriate;
   iii. do whatever it believes is necessary for the proper management of the property and the Vendors' rights and obligations as owner of the freehold.
d. The purchaser indemnifies and agrees to keep indemnified and to hold harmless the Vendor against all actions, proceeding, claims, demands, costs and expenses in connection with the lease arising on or after settlement other than as a result of any default by the vendor prior to settlement.
e. Notwithstanding Section 1412(1) of the Property Law Act 1958, the Vendor shall retain all rights as landlord in respect of the recover by the Vendor of all rent the outgoings which relate to any period prior to the settlement date.
   i) to the extent that the retention of those rights is ineffective for any reason, the Purchaser must, at the request direction and expense of the Vendor exercise its rights under Section 141(2) of the Property Law Act 1958 in respect of the recovery of those monies for the benefit of the Vendor.
   ii) The purchaser covenants to immediately pay to the Vendor all monies paid to or recovered by the Purchaser at any time.
   iii) this Special Condition will not merge on completion of the sale and purchase, but will continue to have full force and effect.
f. Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the Lease will be in place and occupied by the tenant on the settlement date and the Purchaser acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.

21. DUTIES ONLINE

A. The purchaser via email, will receive an invitation to complete the purchaser's obligation with the Duties online form/s.

B. Provided the vendors representative has forwarded via the Duties online portal the necessary invitation to the purchaser or their representative, within 8 business days prior to the settlement, the purchaser will be in default of this contract should the Duties form not be completed and made ready for signing within 5 business days prior to settlement to enable the Vendor to be able to sign and complete their obligation with the State Revenue office in this regard.

C. In the event that the purchaser fails to comply with this special condition the vendor will be able to charge a late administration fee of $275.00 to the purchasers

D. Once the Duties Online invitation has been sent to the purchaser & or their representative by the vendors representative, in the event that the purchaser or their representative, requests any, alteration to the contract or duties online form in any shape for form, the purchaser agrees to pay the amount of $175.00 per change, to the vendor, payable on settlement, shown via the adjustments. It is agreed between the parties, that the Purchaser will be default of this contract should this condition not be complied with.

22. Adjustment of Land Tax

22.1 Land Tax Adjustment is not to be made on settlement and General condition 15.2 (b) will not apply if the Contract is signed by either party on or after 1 January 2024 & Contract price is $10 Million or less.

23. Compensation for additional Land tax and CIPT due to Purchaser default

23.1 The Purchaser acknowledges and agrees that

23.1.1 if the Purchaser is in breach of this Contract by not settling this Contract on the Settlement Date; and

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

23.1.3: the Purchaser's breach will, in addition to other losses, result in loss to the Vendor in the amount of the Vendor's land tax assessment and commercial and industrial property tax (CIPT) assessment (if CIPT is payable) for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and

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

23.2: If Special Condition applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of compensation payable to the Vendor for that loss, an amount equal to 2.65% of the Price of the Property (Amount Paid).

23.3: The parties agree that if the Additional Tax as assessed by the Commissioner of State

Revenue is:

23.3.1: less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or

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

23.4: Payment of the Price must not be delayed and no money must be withheld by the Purchaser from the Vendor out of the Price on account of any land tax or CIPT which may be or may subsequently become charged on the Property.

23.5: The Purchaser acknowledges that the Vendor is not required to pay any land tax or CIPT assessed on the Property before it is due as specified in the assessment notice.

23.6 Fails to settle on the due date for settlement as set out in the particulars of sale to this Contract (Due Date); or

23.7 Requests an extension to the Due Date,

24. CHRISTMAS PERIOD

The Vendor's Solicitors office shall be closed between the 19th December 2025 and reopens 27th January 2026. In the event that settlement date is listed between these dates, this special condition shall prevail and settlement shall occur on the 27th January 2026.

25. SALE BY PUBLIC AUCTION

"Sale by auction [No.] The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules." These Rules are attached and form part of this Contract.

Guarantee & Indemnity

Name:

Of

Address:

(Hereinafter called "the Guarantor") IN CONSIDERATION of the vendor having agreed at the Guarantors request (as is hereby acknowledged) to enter into the Contract of Sale (a copy of which Contract is annexed hereto and is hereinafter called "the Contract of Sale") with the purchaser named in the Contract of Sale HEREBY GUARANTEES to the vendor the payment of the whole of the purchase money, interest and other moneys due and payable under the Contract of Sale and the due observance and performance by the purchaser of all covenants and provisions binding on the purchaser thereunder or pursuant to any other Agreement made between the purchaser and the vendor.

The Guarantor agrees and covenants that:-

1. In this guarantee unless the context otherwise requires-

    1.1 This Guarantee and the Guarantee shall mean this document of Guarantee and Indemnity herein contained;
    1.2 Guarantor shall mean and include each or the person or persons or companies or entities described above and their respective heirs, executors, administrators, successors and assigns;
    1.3 Purchaser shall mean the person or the company being described in the Contract attached hereto and that person or company's executors, administrators, successors and assigns;
    1.4 Vendor shall mean the person or the company being described in the Contract attached hereto and that person or company's executors, administrators, successors and assigns;
    1.5 Contract shall mean the Contract of Sale of land to which the Guarantee is attached.

2. This Guarantee shall be Without Prejudice to and shall not be affected nor shall the rights or remedies of the vendor against my Guarantor be in any way prejudiced or affected by any of the following:

    2.1 Any security negotiable or otherwise which may now or hereafter be held from any person in respect of the payment or any monies or from the purchaser or any of the other person in respect of any sum hereby guaranteed;
    2.2 Any release variation exchange renewal or modification made or any other dealing by the vendor with any judgment specialty instrument negotiable or otherwise or other security whatsoever recovered held or enforceable by him in respect of all or any of the monies hereby guaranteed or any agreement at any time with the vendor the vendors discretion with respect to any such matter;
    2.3 Any time given to the purchaser in connection with the payment of any monies hereby guaranteed and indemnified or any other indulgence or variation or revision agreement granted to our composition compromise or arrangement between the purchaser or any other person whether with or without the consent of or notice to the guarantor nor by death, bankruptcy or winding up the purchaser, nor by the vendor receiving any payment which is not legally entitled to retain;
    2.4 Any variation, modification, amendment or notation of the Contract or any substitution thereof.

3. The Guarantor will waive any rights under the law or suretyship inconsistent with the terms thereof.

4. That the vendor's acceptance hereof shall not preclude the vendor from exercising the vendor's rights in respect of any continuing recurring or future default by the purchaser.

5. In the event of a composition or arrangement by the purchaser with the purchaser's creditors or the purchaser's bankruptcy or (if the purchaser be a company) an order being made or resolution passed for its winding up or the purchaser being placed under official management until the vendor has received a hundred cents in a dollar in respect of the monies the subject of this Guarantee & Indemnity to prove for any dent or liability due to the vendor.

6. The service of a demand shall not be a condition precedent to the enforcement of the Guarantor's liability hereunder.

7. No sum or sums of money received by the vendor to the credit of the account of the purchaser or the Guarantor which the vendor may thereafter become to repay or for which the vendor is or may thereafter become liable to account in any liquidation, official management bankruptcy scheme of arrangement or similar administration to any liquidator official manager, trustee in bankruptcy or any other person (as preference or otherwise) or which or for which the vendor (in its discretion exercised in good faith) may so repay or so account shall be considered as received by the vendor or discharge or diminish the Guarantor's liability hereby joint and severally agrees to indemnify the vendor in respect of any such repayment or payments that the vendor may make.

8. In the event that the liability of the purchaser to pay all or any part of the monies the subject of this Guarantee and Indemnity is released or deferred under any scheme or arrangement between the purchaser and the creditors (under or in any way whatsoever) the Guarantor agrees to indemnify the vendor against any failure by the purchaser to pay all or any part of the monies the subject of the Guarantee and Indemnity at the times or times that money should have been paid apart from such scheme or arrangement or other event or any release or deferral of the purchaser's liability thereunder.

9. The Guarantor shall pay the vendor the vendor's costs (including Solicitor/own client legal costs and disbursements on a full indemnity basis) if and incidental to thee execution and enforcement of this Guarantee.

10. The within covenants by the Guarantor shall if consisting of more than one person or company be deemed to mean and include each Guarantor jointly and severally.

DATED this day of 20

SIGNED SEALED AND DELIVERED)
By the said)…….
In the presence of:)

Witness ……..…….
.
Name printed ……..……..

SIGNED SEALED AND DELIVERED)
By the said)…….
In the presence of:)

Witness ……..…….
.
Name printed ……..……..

DATED **2025**

VENDOR:
SIMONE MARCELLA TANNOUS

to

CONTRACT OF SALE

PROPERTY:
5 CLEVES ROAD NORTH
UPPER PLENTY VIC 3756

Sabdo & Associates
Lawyers
PO Box 147
Thomastown, 3074
Tel: 03 9464 7898
Ref:

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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 **consumer.vic.gov.au/duediligencechecklist**.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

Consumer Affairs Victoria

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

VENDORS STATEMENT

TO THE PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962([1]THE Act")

VENDOR: SIMONE MARCELLA TANNOUS
PROPERTY: 5 CLEVES ROAD NORTH UPPER PLENTY VIC 3756

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property with the appropriate authorities.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from or reduction of the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

1. RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered).

Description - As set out in the attached copies of document/s.

And the purchaser is to note that there may be sewers drains water pipes, underground and/or overhead electricity cables underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

Particulars of any existing failure to comply with their terms are as follows - None to the Vendor's knowledge. *However underground electricity cables sewers/drains may be laid outside registered easements*

2. PLANNING & ROAD ACCESS

Information concerning any planning instrument is as follows

(a)	Name:	**Mitchell Shire Planning Scheme**
(b)	The Responsible Authority is:	**Mitchell Shire City Council**
(c)	Zoning and/or Reservation:	**Farming Zone- Schedule (FZ)**
(d)	Planning Overlay:	**Bushfire Management Overlay (BMO)**
		Erosion Management Overlay Schedule (EMO)
		Vegetation Protection Overlay- Schedule 1 (VPO1)

There **is access** to the property by road

3. OUTGOINGS & STATUTORY CHARGES

Information concerning any rates taxes charges or other similar outgoings (including any Owners Corporation charges), any interest payable on any part of them and their amounts are as follows:

	AUTHORITY	AMOUNT		INTEREST
(a)	Mitchell Shire City Council	$	pa.	NIL
(b)	Yarra Valley Water	$	pa.	NIL
(c)	Owners Corporation attached if any	$	pa.	NIL
(d)	Land Tax as attached if any	$	pa.	NIL

Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may become liable in consequence of the property, are as follows: pursuant to normal adjustments of outgoings as at date of final settlement.

Their total does not exceed $10,000 p.a.

The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is NIL

4. SERVICES

Information concerning the supply of the following services –

	SERVICE	CONNECTED
(a)	Electricity	Yes
(b)	Gas	No
(c)	Water	No
(d)	Sewerage	No
(e)	Telephone	No

The purchaser should check with the appropriate authorities as to the availability, transfer of connection and costs of providing any essential services not connected to the property.

5. BUILDING

(a) BUILDING APPROVALS

Particulars of any Building approval granted during the past seven years under the Building Control Act 1981 (required only where the property includes a residence) are as follows:
IF ANY AS CONTAINED IN THE ATTACHED CERTIFICATES AND SEARCHES.

(b) GUARANTEE

Particulars of any Guarantee issued in the past seven years under the House Contracts Act 1987 (required where the property includes a residence constructed by an owner - Builder):
IF ANY AS CONTAINED IN THE ATTACHED CERTIFICATES AND SEARCHES.

(c) INSURANCE

Particulars of any required Insurance Effected In The Past Six Years and Six Months Under The Building Act 1993 (required where the property includes a residence to which s. 137B Building Act 1993 applies):
IF ANY AS CONTAINED IN THE ATTACHED CERTIFICATES AND SEARCHES.

6. NOTICES

Particulars of any notice order, declaration report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge including any affecting the Body Corporate and any liabilities (whether contingent proposed or otherwise) where the Property is in a subdivision containing a Body Corporate including any relating to the undertaking of any repairs to the Property:
quarantine or stock order imposed under the Stock Diseases Act 1968 (whether or not the quarantine or order is still in force);
Notice pursuant to section 6 of the Land Acquisition and Compensation Act 1986 are as follows None to the Vendors knowledge save those relating to apportionable outgoings The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendors

7. TITLE

Attached are copies of the following document/s relating to the title to the property are annexed hereto The Certificate of Title Volume **11914** Folio **044** and Lot **1** on Plan of Subdivision **TP257590C**

8. SWIMMING POOL

If the property should include a swimming pool all existing swimming pools and spas installed prior to April 8 1991 are required to comply with the minimum standards of the Building Regulations *1994* Regulation 5.13 by July 1, 1997. More information may be obtained from your Council. If apply then it shall become the Purchaser's responsibility.

9. SELF CONTAINED SMOKE ALARMS

Since February 1997 all dwellings (as described under the regulations) will be required to have smoke detectors installed by January 31 1999 or if the property is sold any time prior to January 31 1999 then compliance must occur within thirty days after settlement of the sale. The mandatory requirements for smoke alarms (devices that combine both smoke detection and alarm facilities in a single unit) are specified in the Building Code of Australia (BCA) clause E1.7 and regulation 5.14 of the Building (Amendment) Regulations 1996 These provisions require self contained smoke alarms that comply with AS3786
If apply then it shall become the Purchaser's responsibility.

10. OWNERS CORPORATION

If the land is affected by an owners corporation within the meaning of the Owners Corporations Act 2006

(a) A copy of the current owners corporations certificate issued in respect of the land under the Owners Corporation Act 2006; not applicable

(b) A copy of the documents required to accompany the owners corporations certificate under section 151(4)(b) of the Owners Corporation Act 2006; not applicable

11. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION:

IF ANY AS CONTAINED IN THE ATTACHED CERTIFICATES AND SEARCHES.

12. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION:

IF ANY AS CONTAINED IN THE ATTACHED CERTIFICATES AND SEARCHES.

13. BUSHFIRE PRONE AREA

This land is within a bushfire prone area under section 192A of the Building Act 1993.

14. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (VIC) (CIPT ACT)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 117
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ Not applicable

NOTE: The Vendor has no means of knowing of all decisions of public authorities and Government Departments affecting the property unless communicated to the Vendor. the Purchaser agrees to comply at its own expense with the Building Code of Australia and Building Regulations insofar as they may require the installation of additional smoke alarms and pool/spa safety fences if applicable

Signature of the Vendor



.....

Print name of the Vendor **SIMONE MARCELLA TANNOUS**

Date of Statement 02/12/2025

The purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract

Signature of the Purchaser(s)

.....

Print name of the Purchaser(s)

Date of Acknowledgement

PLEASE NOTE

That where the property is to be sold on terms pursuant to Section 32(2)(f) of the act and/or sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits of the property pursuant to Section 32(2)(a) of the Act - then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11914 FOLIO 044

Security no : 124130001158W
Produced 18/11/2025 12:21 PM

LAND DESCRIPTION

Lot 1 on Title Plan 257590C.
PARENT TITLE Volume 05956 Folio 105
Created by instrument AQ233318G 11/09/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SIMONE MARCELLA TANNOUS of 1741 THYRA ROAD MOAMA NSW 2731
AY333718M 23/08/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY333719K 23/08/2024
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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP257590C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 5 CLEVES ROAD NORTH UPPER PLENTY VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/08/2024

DOCUMENT END

Delivered by LANDATA®, timestamp 20/11/2025 14:36 Page 1 of 1

TITLE PLAN		EDITION 1	TP 257590C

Location of Land

Parish: WALLAN WALLAN
Township:
Section:
Crown Allotment: 61A(PT)
Crown Portion:

Last Plan Reference:
Derived From: VOL 5956 FOL 105
Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

A Right of Carriage Way appurtenant to the within land has been created by Instrument H676377 - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 06/01/2000
VERIFIED: BH

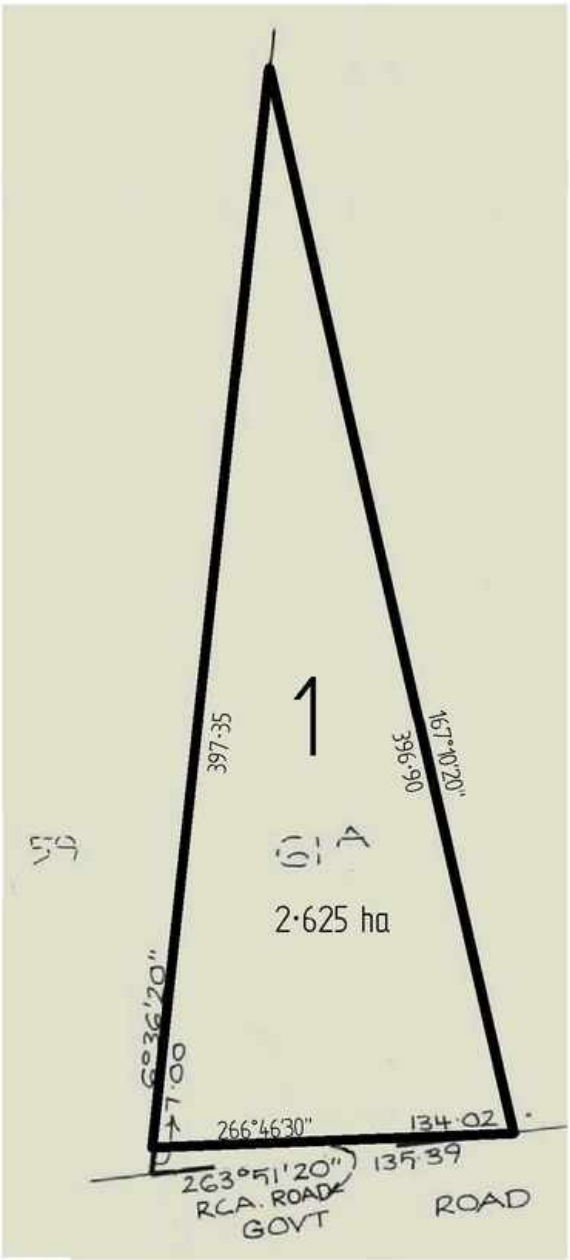


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 61A (PT)

LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

PROPERTY REPORT

Energy, Environment and Climate Action

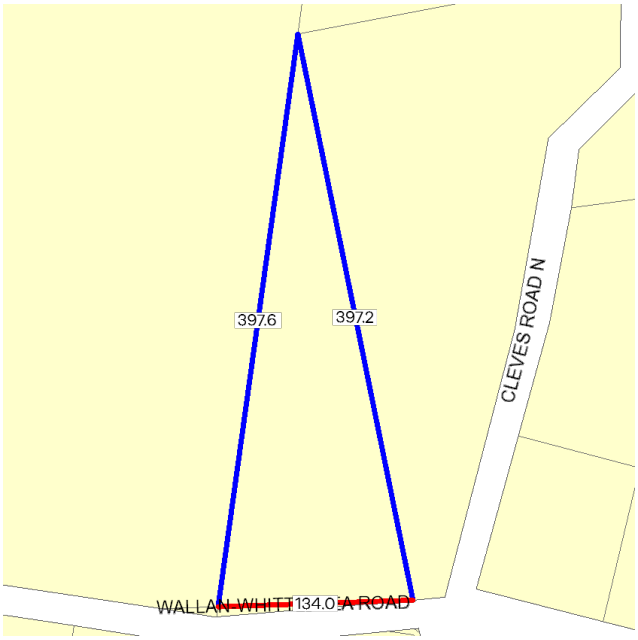
Created at 18 November 2025 12:35 PM

PROPERTY DETAILS

Address:	**5 CLEVES ROAD N UPPER PLENTY 3756**
Lot and Plan Number:	**Lot 1 TP257590**
Standard Parcel Identifier (SPI):	**1\TP257590**
Local Government Area (Council):	**MITCHELL** www.mitchellshire.vic.gov.au
Council Property Number:	**109979**
Directory Reference:	**Vicroads 61 B8**

SITE DIMENSIONS

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



Area: 26253 sq. m (2.63 ha)
Perimeter: 929 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**YAN YEAN**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

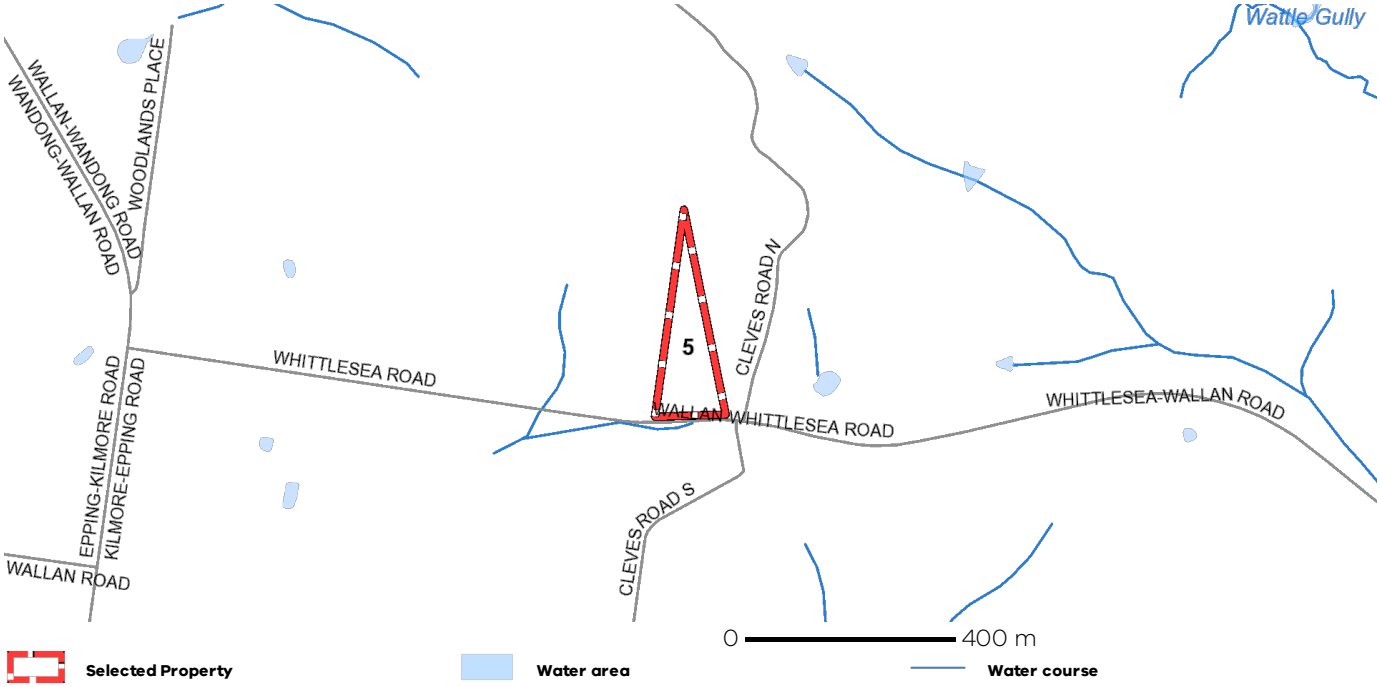
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 18 November 2025 12:35 PM

PROPERTY DETAILS

Address:	**5 CLEVES ROAD N UPPER PLENTY 3756**
Lot and Plan Number:	**Lot 1 TP257590**
Standard Parcel Identifier (SPI):	**1\TP257590**
Local Government Area (Council):	**MITCHELL** www.mitchellshire.vic.gov.au
Council Property Number:	**109979**
Planning Scheme:	**Mitchell** Planning Scheme - Mitchell
Directory Reference:	**Vicroads 61 B8**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**YAN YEAN**

OTHER

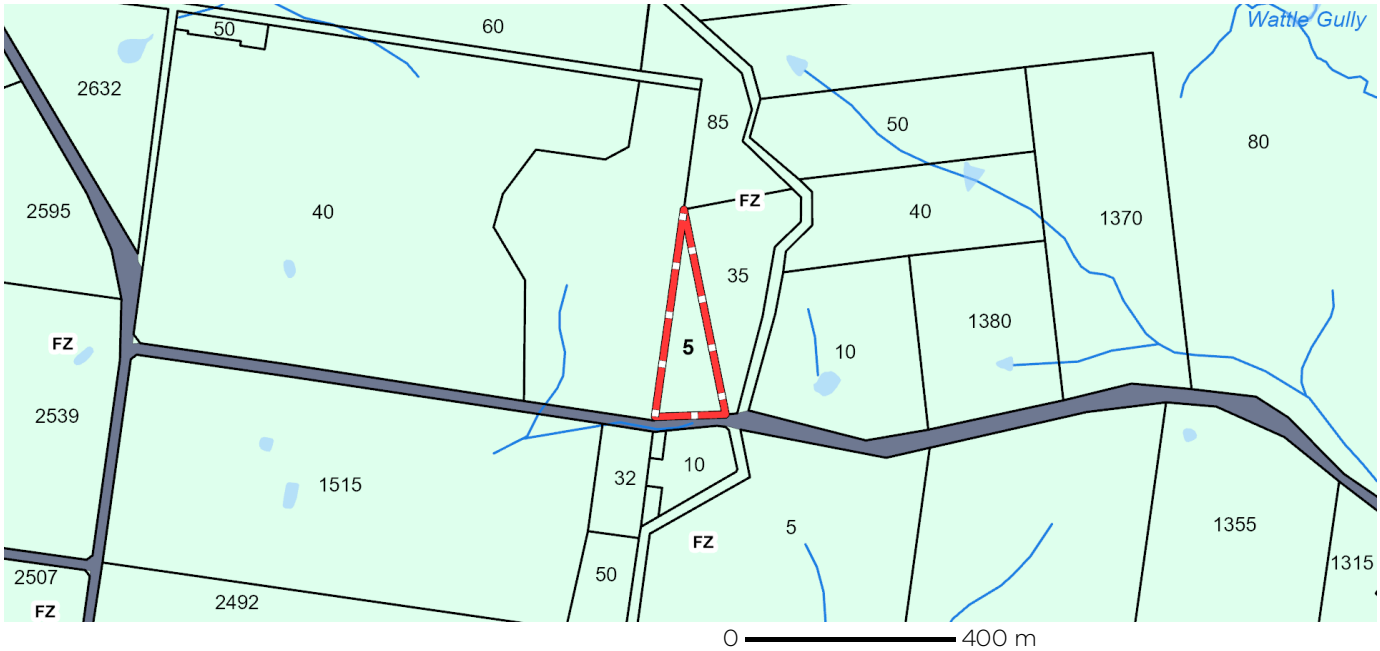
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



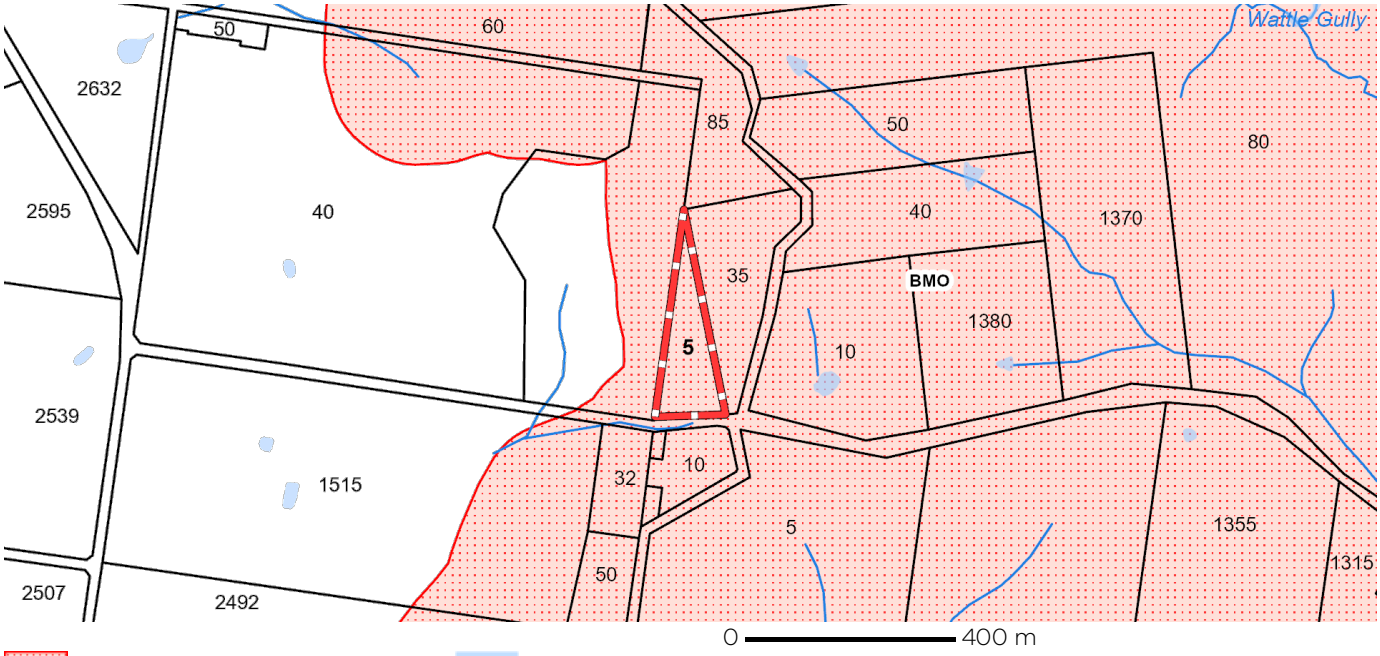
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

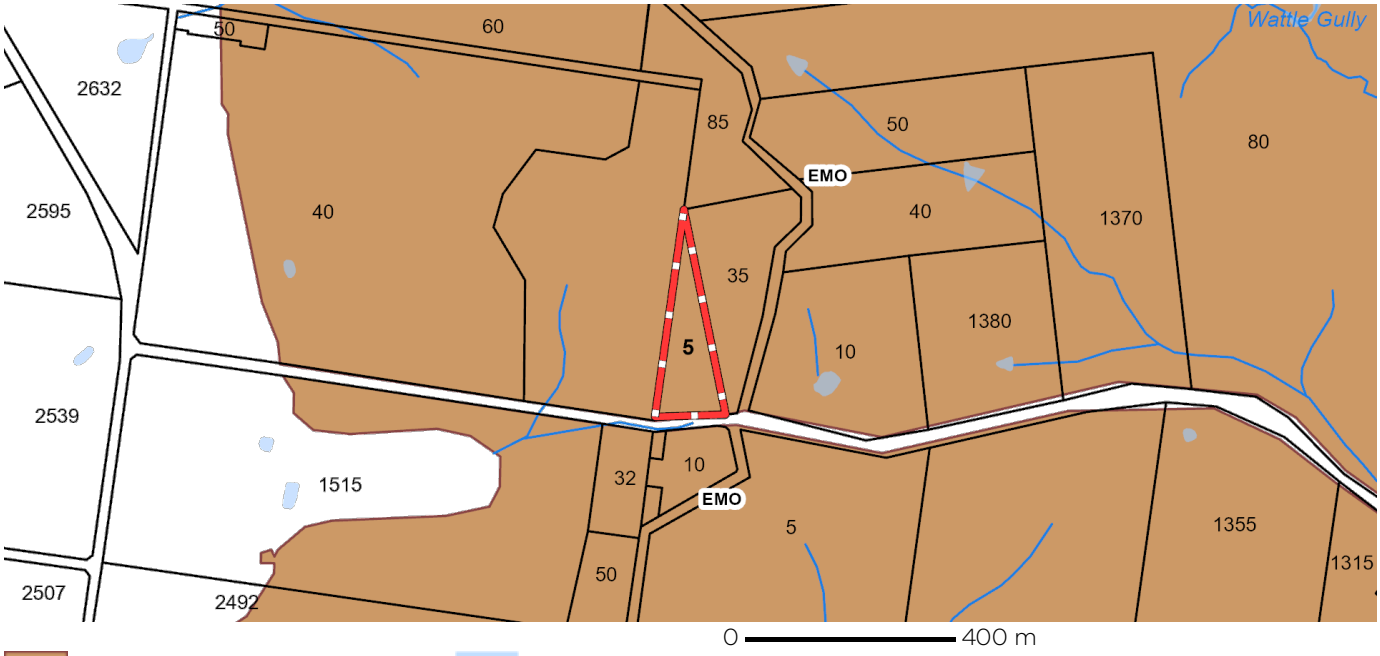


BMO - Bushfire Management Overlay Water area Water course

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

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)



EMO - Erosion Management Overlay Water area Water course

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

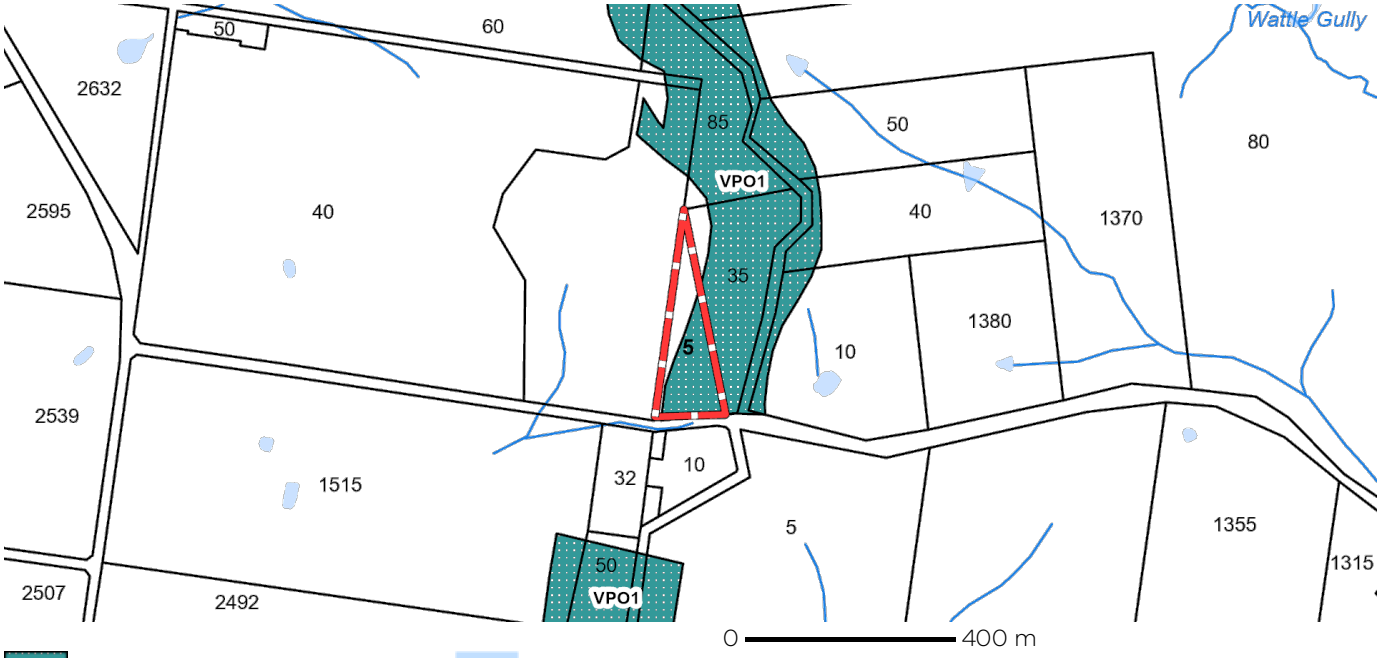
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



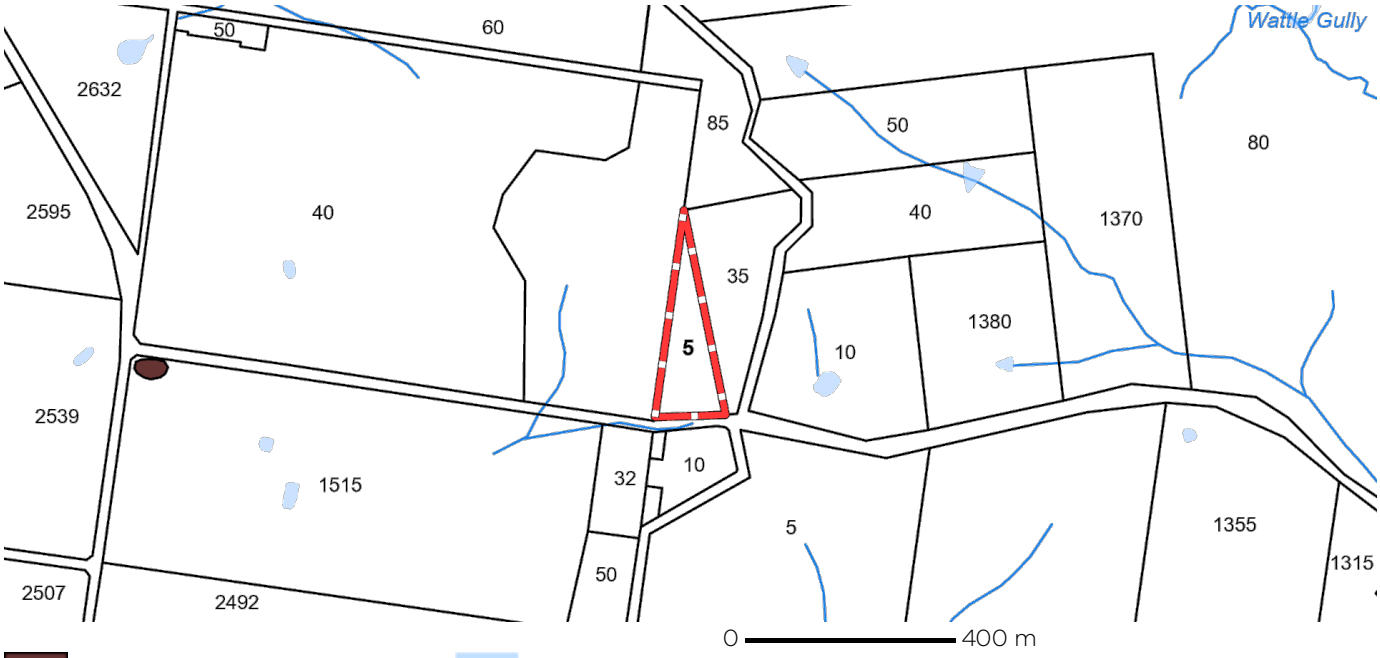
VPO - Vegetation Protection Overlay | Water area | Water course

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

SALINITY MANAGEMENT OVERLAY (SMO)



SMO - Salinity Management Overlay | Water area | Water course

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 14 November 2025.

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

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

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

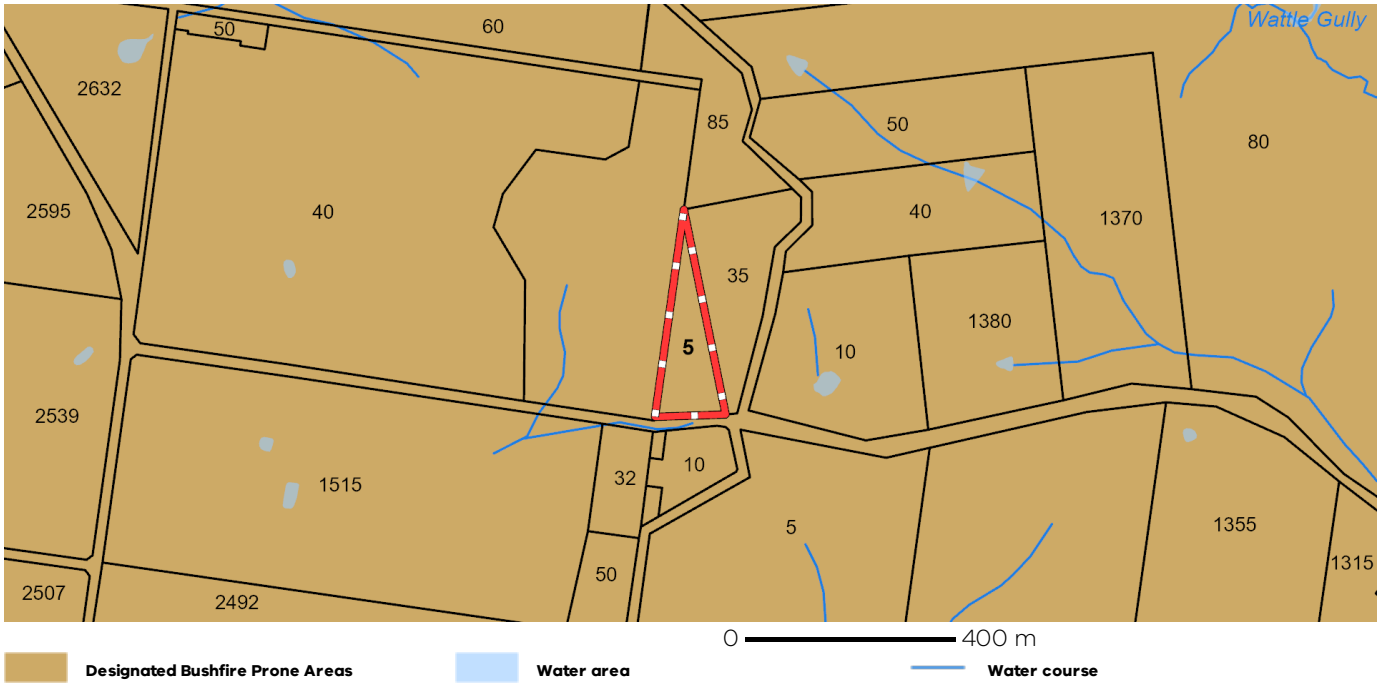
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) 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)

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

MITCHELL SHIRE COUNCIL

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act* 2020

This Certificate provides information regarding valuations, rates, charges, fire services property charges other monies owing and any orders or notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Emergency Services and Volunteers Fund Act 2012 or under local laws of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or relevant authority. A fee may be charged for such information.

Applicant:	Landata	**Issue Date:**	01/12/2025
	DX 250639 MELBOURNE	**Certificate No:**	wLIC25/0448
Your Reference:	78845935-016-6	**Property Number:**	109979

Property Location 5 Cleves Road North
UPPER PLENTY VIC 3756

Title Description: Lot 1 TP 257590 Vol 11914 Fol 044 **Land Area (ha):** 2.6254

Site Value:	$600,000	**Capital Improved Value:**	$1,330,000	**Net Annual Value:**	$66,500
Level Date:	01/01/2025	**Effective Date:**	01/07/2025		

Valuation Basis: Capital Improved Value

RATES, CHARGES AND OTHER MONIES
for the year ending 30 June 2026

Details of Rates, Charges, Outstanding Notices and Works:

Current Year's Rates	
General Rate - General	$3226.00
Garbage	$575.00
Municipal Charge	$202.75
Interest Penalty	$15.78
Emergency Services and Volunteers Fund - Fixed	$136.00
Emergency Services and Volunteers Fund - Variable	$230.05
Balance Outstanding	$4,385.58

Mitchell Shire Council
ABN 27 352 592 142
113 High Street,
Broadford Vic 3658
DX 37310 Kilmore
T (03) 5734 6200
F (03) 5734 6222
E mitchell@mitchellshire.vic.gov.au
www.mitchellshire.vic.gov.au

Mitchell Shire Council
LAND INFORMATION CERTIFICATE (Cont.)

Property Location:5 Cleves Road North
UPPER PLENTY VIC 3756

Property Number: 109979 **Certificate No:wLIC25/0448**

ADDITIONAL INFORMATION:

IMPORTANT NOTES:

1. This certificate may be updated verbally for up to three (3) months from the date of. It should be noted that Council will only be held responsible for information given in writing. You are encouraged to obtain an update of this certificate as close to settlement as possible.

2. Rates and Charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Rate Act* 1983 until such time as payment of outstanding rates and charges is received.

3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.

4. Payments are subject to clearance by the bank.

5. In accordance with Section 122 of the Local Government Act 2020, a notice of acquisition must be provided to Council within one month of the acquisition of land. Failure to provide this notice may make the person acquiring the land guilty of an offence.

For further information, please contact Council's Revenue Office on (03) 5734 6200 or at mitchell@mitchellshire.vic.gov.au

I hereby certify that as at the date of issue of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.

……..
Authorised Officer – Mitchell Shire Council

BPAY **Biller Code:** 93807
Ref: 1099795

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

20th November 2025

R&S SEARCH & PROPERTY SERVICES.

Dear R&S SEARCH & PROPERTY SERVICES.,

RE: Application for Water Information Statement

Property Address:	5 CLEVES ROAD UPPER PLENTY 3756
Applicant	R&S SEARCH & PROPERTY SERVICES.
Information Statement	30992393
Conveyancing Account Number	3716662001
Your Reference	Tannous

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	5 CLEVES ROAD N UPPER PLENTY 3756

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	5 CLEVES ROAD N UPPER PLENTY 3756

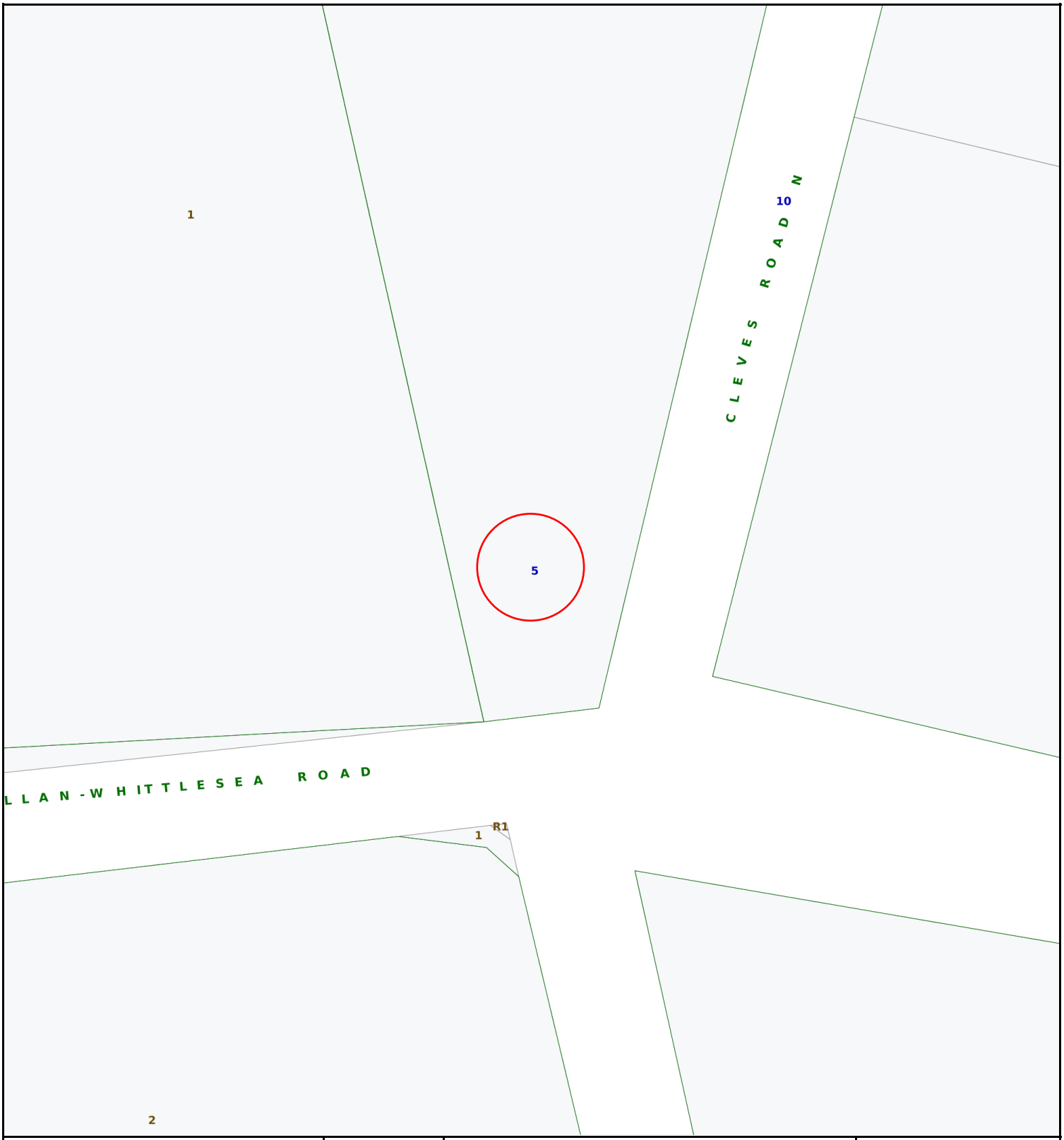
STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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



Yarra Valley Water

Information Statement Number: 30992393

Address	5 CLEVES ROAD UPPER PLENTY 3756
Date	20/11/2025
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

R&S SEARCH & PROPERTY SERVICES.
sabdo@optusnet.com.au

RATES CERTIFICATE

Account No: 6011830732
Rate Certificate No: 30992393

Date of Issue: 20/11/2025
Your Ref: Tannous

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
5 CLEVES RD N, UPPER PLENTY VIC 3756	1\TP257590	1787267	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-10-2025 to 31-12-2025	$17.29	$17.29
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$17.29
		Total for This Property	$34.58

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial

information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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

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

Property No: 1787267

Address: 5 CLEVES RD N, UPPER PLENTY VIC 3756

Water Information Statement Number: 30992393

HOW TO PAY

Biller Code: 314567
Ref: 60118307328

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

R & S SEARCH & PROPERTY SERVICES

Your Reference:	TANNOUS
Certificate No:	94304781
Issue Date:	20 NOV 2025
Enquiries:	ESYSPROD

Land Address: 5 CLEVES ROAD NORTH UPPER PLENTY VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24991843	1	257590	11914	44	$0.00

Vendor: SIMONE TANNOUS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS SIMONE MARCELLA TANNOUS	2025	$605,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$1,422,000
SITE VALUE (SV):	$605,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 94304781

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $2,280.00

Taxable Value = $605,000

Calculated as $2,250 plus ($605,000 - $600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $14,220.00

Taxable Value = $1,422,000

Calculated as $1,422,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 94304781

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 94304781

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

R & S SEARCH & PROPERTY SERVICES

Your Reference:	Tannous
Certificate No:	94304781
Issue Date:	20 NOV 2025
Enquires:	ESYSPROD

Land Address: 5 CLEVES ROAD NORTH UPPER PLENTY VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24991843	1	257590	11914	44	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
117	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,422,000
SITE VALUE:	$605,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94304781

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

R & S SEARCH & PROPERTY SERVICES

Your Reference:	TANNOUS
Certificate No:	94304781
Issue Date:	20 NOV 2025

Land Address:	5 CLEVES ROAD N UPPER PLENTY VIC 3756

Lot	Plan	Volume	Folio
1	257590	11914	44

Vendor: SIMONE TANNOUS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94304781

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 94304789

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 94304789

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Contact Name Thomas Britt
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: **GAIC-Form-01 df53dd9a65**

21 November 2025

Attention: Souliman Abdo
c/- Sabdo & Associates Lawyers
By email: SOL@SABDO.COM.AU

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

5 Cleves Road, North Upper Plenty (Volume 11191 Folio 044) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 20 November 2025 in respect of the land.

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

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

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

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

Yours sincerely

TBritt

Thomas Britt
Senior Customer Service Officer
Land Revenue Administration Branch

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1201963

APPLICANT'S NAME & ADDRESS

R AND S SEARCH AND PROPERTY SERVICES C/- LANDATA
MELBOURNE

VENDOR

SIMONE, TANNOUS

PURCHASER

SIMONE, TANNOUS

REFERENCE

Tannous

This certificate is issued for:
LOT 1 PLAN TP257590 ALSO KNOWN AS 5 CLEVES ROAD N UPPER PLENTY
MITCHELL SHIRE

The land is covered by the:
MITCHELL PLANNING SCHEME

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

The land:

- is included in a	FARMING ZONE
- is within a	BUSHFIRE MANAGEMENT OVERLAY
and a	VEGETATION PROTECTION OVERLAY - SCHEDULE 1
and a	EROSION MANAGEMENT OVERLAY
- and abuts a	TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK
- and is	AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

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

21 November 2025

Sonya Kilkenny
Minister for Planning

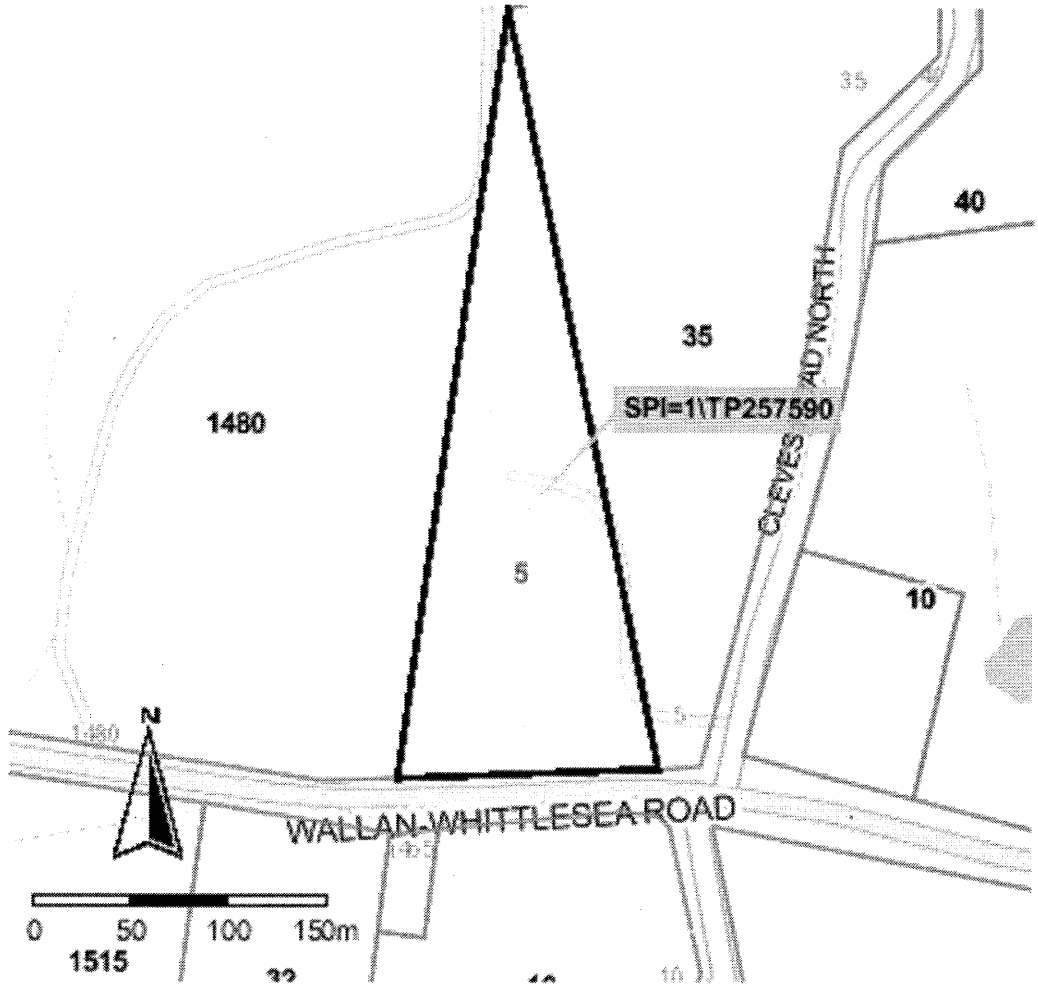
VICTORIA State Government

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

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.

VICTORIA State Government

Extract of EPA Priority Site Register

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 5 CLEVES NORTH ROAD
SUBURB: UPPER PLENTY
MUNICIPALITY: MITCHELL
MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 61 Reference B8

DATE OF SEARCH: 20th November 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites 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 EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information

- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). 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

[Extract of Priority Sites Register] # 78845935 - 78845935143209 'Tannous'

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

R and S Search and Property Services
PO Box 147
THOMASTOWN 3074

Client Reference: Tannous

NO PROPOSALS. As at the 20th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

5 CLEVES NORTH ROAD, UPPER PLENTY 3756
SHIRE OF MITCHELL

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: 20th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78845935 - 78845935143209 'Tannous'

Your reference: Tannous

MITCHELL SHIRE COUNCIL

PROPERTY INFORMATION CERTIFICATE

REGULATION 51(2)

Council Ref No: BC4022/25 **Date:** 20/11/2025 **Property Number:** 109979

Applicant: R&S Search & Property Services

Address: 24 Rochdale Sqaure LALOR VIC 3075

Property Details:			
ADDRESS	5 Cleves Road North UPPER PLENTY VIC 3756		
LOT	1	LP/PS	257590

PROPERTY INFORMATION

Flood Prone Land	NO	Termite Area	YES
Bushfire Prone Land	YES	Alpine Area	NO
Designated Land Uncontrolled Overland Drainage	NO	Asset Protection Permit Required	YES

BUSHFIRE PRONE AREAS

For further information regarding bushfire prone areas, please refer to www.land.vic.gov.au

The Mitchell Shire Council does not have any bushfire attack levels specified in our Planning Scheme (within the meaning of Regulation 51(2c) of the Building Regulations 2018) for the above-mentioned property.

CIRCLED FEES ARE REQUIRED TO BE PAID TO COUNCIL

Relevant Fees	**Amount ($)**
Lodgement Fee (paid upon lodgement of permit)	$138.30
Community Infrastructure Levy (Hidden Valley Estate Wallan Only)	$450.00
Community Infrastructure Levy (Lockerbie North (DCPO2))	$1300.00
Community Infrastructure Levy (Lockerbie - Mitchell (DCPO1))	$1120.00

ASSET PROTECTION PERMIT

If the building works you are undertaking has a project value greater than $20,000 then an Asset Protection Permit will be required. This permit is required to be obtained prior to the issue of any works commencing on the property.

Relevant Fees	**Amount ($)**
Asset Protection Permit ($20K to $500K)	$524.00
Asset Protection Permit ($500K to $750K)	$624.00
Asset Protection Permit ($750K to $1M)	$780.00
Asset Protection Permit ($1M+)	$975.00

Regards,

Mandy Phillips
Building Administration Officer

INFORMATION PRIVACY ACT 2000: *THE PERSONAL INFORMATION SUPPLIED ON THIS FORM IS FOR THE SOLE PURPOSE OF A REQUEST UNDER SCHEDULE 4 OF THE BUILDING REGULATIONS. THE INFORMATION WILL BE USED FOR ADMINISTRATION PURPOSES ONLY AND WILL NOT BE DISCLOSED TO ANY OTHER PARTY EXCEPT AS REQUIRED BY LAW. YOU MAY ACCESS THIS INFORMATION BY CONTACTING COUNCIL'S FREEDOM OF INFORMATION OFFICER IN WRITING.*

MITCHELL SHIRE COUNCIL

Property No: 109979/7089100280109978
Your Ref: 78845935-018-0

BUILDING CERTIFICATE

REGULATION 51 (1)

24 November 2025

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

5 Cleves Road North UPPER PLENTY VIC 3756

I refer to your request regarding the above property and the response is as follows: -

1. The below Building Permits have been issued in the last 10 years.

Permit No	Issue Date	Description	Cert. Number	Cert. Date
2017E22037	29/12/2017	Dwelling Alterations	Final Cert No: 2017E22037	24/02/2020

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter please do not hesitate to contact me using the contact details below.

Yours faithfully

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR

wyndhamcity
city. coast. country

Wyndham Building Permits

Permit No: 2017E22037
Date of Issue: 29/12/2017

MITCHELL SHIRE COUNCIL
FILE NO:
ACTION OFFICER:
- 9 JAN 2018
RELATED TO:
COPY TO:
2 | 10 | 25 | P

Form2

BUILDING PERMIT

Building Act 1993 – Building Regulations 2006
Regulation 313

Issued to:
Owner/Agent of owner: [1] Sasa & Natalie Ognenovski

Owner: N Ognenovski, S Ognenovski
5 Grandview Rd
PRESTON VIC 3072

Builder:[2] Bella Fia Homes
U 3 7 Lloyd St
STRATHMORE VIC 3041

Property Details
Property Address: 5 Cleves Road North UPPER PLENTY VIC 3756
Title Details: L1 LP257590
Volume & Folio: V11914 F044
Municipality: Shire Of Mitchell
mitchell@mitchellshire.vic.gov.au

Nature of Building Work:
Description of Works: **Alteration**
Stage of building permitted: Whole
Cost of building work: $300,000.00
Total floor area of new building work: 100m²

Building Classification:
Part of Building: Dwelling Alterations, Additions and First Floor addition
BCA Classification: 1ai

Inspection Requirements:
The mandatory notification stages are PAD FOOTINGS, SUB FLOOR, FRAME AND FINAL
The building fee paid covers 6 inspections. Any further inspections will incur an additional fee.

Occupation or use of Building:
Final Certificate is required prior to the occupation of this building.

Commencement and Completion:
This building work must commence by: 29/12/2018
This building work must be completed by: 19/12/2019

Details of Domestic Work Insurance:[5]
The issuer or Provider of the required insurance policy is: CBL Insurance

Details of Relevant Planning Permit:
Planning Permit No: N/A

Details of Building Practitioners:[3 & 4]
L Acevski DBU 38514
T Tavolaro DPAD1745
C Divitares EC17551

RELEVANT BUILDING SURVEYOR:
Name: Alan Cocks
Registration No: BS-U1063
Wyndham City Council, 45 Princes Highway, Werribee 3030

Signature:

TO BOOK BUILDING INSPECTIONS: Ph. 9742 0718 – 8.00am to 4.00pm Monday to Friday; 24 hrs. notice is required.
INSPECTION BOOKINGS MUST BE MADE PRIOR TO 4PM FOR THE FOLLOWING DAY

PERMIT CONDITIONS

- Three copies of truss details to be provided to the relevant Building Surveyor for approval prior to installation.
- Termite Protection to be provided in accordance to AS3660.1. Part A and Part B certificates are to be provided to the Relevant Building Surveyor prior to obtaining an Occupancy Permit.
  A durable notice must be permanently fixed to the building in a prominent location (eg meter box) advising the building occupants of the type and installation date of the termite barrier system and that it should be inspected and maintained.
- Downpipes to be connected to existing stormwater system, legally discharge within 30 days of building completion.
- A permit to use septic sys from Mitchell Shire Health Inspector is required prior to the Final Inspection.

STANDARD CONDITIONS

- This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
- Where an owner engages a contractor to carry out domestic building work exceeding $5000 in value, that the contractor must be a registered practitioner, and where the cost of works exceeds $12,000 the contractor is to provide a domestic building work insurance certificate.
- The person in charge of carrying out of the building work must ensure the building work does not encroach over the title boundaries of the subject allotment.
- The person in charge of carrying out of the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage.
- If a planning permit has been issued for the subject building work, all building works are to comply with relevant planning permit conditions and endorsed plans.
- Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.
- All building work shall be carried out in accordance with the Building Act 1993, Building Regulations 2006 and Building Code of Australia.
- Compliance with any Local Council By-Laws and or regulations is the responsibility of the owner or person in charge of the building work.
  - For Buildings constructed in Wyndham Local Law #15 is applicable.
  - For buildings constructed outside Wyndham we advise that you contact the relevant Council for any Local Laws applicable.

Note 1:
Under Regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 2:
Under Regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

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

Note 4:
Include only 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.

FORM 17
Building Act 1993
Building Regulations 2018
Regulation 200

CERTIFICATE OF FINAL INSPECTION

CERTIFICATE NO: **2017E22037** **DATE OF ISSUE:** **24/02/2020**

Property Details: **5 Cleves Road North UPPER PLENTY VIC 3756**
Title Details: L1 LP257590
Volume & Folio: V11914 F044
Council: Shire Of Mitchell
mitchell@mitchellshire.vic.gov.au

Building permit details
Building permit number 2017E22037
Version of BCA applicable to building permit: BCA 2019, Vol 2

Description of Building Work:
Part of Building: Whole
Permitted Use: Dwelling Alterations, Additions and First Floor addition
BCA Class of Building: 1ai

Conditions: NA

Maintenance determination
A maintenance determination is not required to be prepared in accordance with Regulation 215 of the Building Regulations 2018.

Directions to fix building work:
All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

From:
Relevant Building Surveyor: Philip Wilson
Civic Centre, 45 Princes Highway
Werribee 3030
mail@wyndham.vic.gov.au
Wyndham City Council

Signature of Relevant Building Surveyor Registration No: BS-U 22712

PHILIP WILSON

Stump Hole	24/04/2018
Sub Floor	11/05/2018
Pad Footings	23/05/2018
Frame	16/08/2018
Final	17/12/2019

asset insure

CBL*insurance*

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Certificate No: AIBWCI675801 **Date of Issue:** 23 December 2017

Bellafia Homes Pty Ltd
3/7 Lloyd St
Strathmore
VIC 3041

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under section 135 of the Building Act 1993 namely Builders Home Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Business Name: Bellafia Homes Pty Ltd

ABN/ACN No: 67388717792

Practitioner Name: LUPCE ACEVSKI (DB-U 38514)

DETAILS OF WORKS

Building Owner (The Insured): Sasa Ognenovski

Site Address: 5 Cleves Road Upper Plenty

Description of Works: Alterations – structural

Fixed Price Contract Dated: 22 December 2017

Declared Contract Price: 300,000

Estimated Start Date: 8 January 2018 **Estimated Completion Date:** 21 December 2018

Building Surveyor Wyndham Building Permits

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in this to the Building Owner.

Signed for and on behalf of the Insurer:

NOTE: IN THE EVENT OF THIS PROPERTY BEING SOLD TO A SUBSEQUENT OWNER, ANY CLAIMS PAID UNDER THIS POLICY SHOULD BE DECLARED TO THE SUBSEQUENT PURCHASERS.