

CONTRACT OF SALE OF REAL ESTATE*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: UNIT 3, 19 THOMAS STREET, CAMBERWELL

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

The terms of this contract are contained in the-

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, 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 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/...../2019

Print name(s) of person(s) signing

State nature of authority if applicable

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

SIGNED BY THE VENDOR

on/...../2019

Print names of persons signing

Eddie Heng Wah Lau & Weiwang Zheng

State nature of authority if applicable

Directors - Big Great Wall Pty Ltd

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

OBrien Real Estate

98 South Parade, Blackburn

Tel: 9894 2044

Fax: 9894 2043

VENDOR

BIG GREAT WALL PTY LTD (ACN 622 978 590)

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Sally Nicolazzo & Associates

Level 1, 6 Jackson Court, Doncaster East VIC 3109

DX: 30406 Doncaster

Tel: 9848 3411

Fax: 9848 3422

Ref: LT:19/516

PURCHASER

Name:

Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Tel:

Fax:

Ref:

LAND (general conditions 3 and 9)

The land is described in the table below-

Certificate of Title reference				Being lot	On plan
Volume	12050	Folio	434	3	PS 811058V

described in the copy title and plan as attached to the Vendor's Statement.

The land includes all improvements and fixtures.

PROPERTY ADDRESSThe address of the land is: **UNIT 3, 19 THOMAS STREET, CAMBERWELL**

GOODS SOLD WITH THE LAND (general condition 2.3(f)) All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

PAYMENT (general condition 11)

Price	\$	
Deposit	\$	on the signing hereof
Balance	\$	payable at settlement

GST (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 the day of 20

At settlement the Purchaser is entitled to vacant possession of the property.

SPECIAL CONDITIONS

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

**Special
conditions**

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

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

- 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 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 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.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ **Special condition 2 - Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 – Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☒ **Special condition 5A – GST withholding**

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

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

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 14 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The vendor warrants that:

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

15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

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

15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

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

17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act* 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.

17.3 A document is sufficiently served:

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

17.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

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

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☒ **Special conditions 9 – 16**

9. 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 the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
10. Should the Purchaser be a company, the Directors thereof shall simultaneously with the execution of the Contract of Sale of Real Estate execute the Guarantee attached hereto.
- 11.1 The land sold is subject to all applicable restrictions as to use and subject to the provisions of each applicable Order, Planning Scheme, Regulation and By-law made by any authority or body empowered by legislation to control the use of the land.
- 11.2 Restrictions as to use do not constitute a defect in the Vendor's Title or affect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim any compensation from the Vendor in respect of such restrictions and the Purchaser is not entitled to rely upon any representation or statement made by the Vendor or its Agent in respect of the use to which the property may be put unless the representation or statement is included in this Contract.
- 11.3 The Purchaser assumes full responsibility for compliance with each applicable planning control and permit and agrees to hold the Vendor indemnified at all times against all liability arising out of each such control and permit.
12. The Vendor makes no warranty or representation that any improvements on the land comply with the Victorian Building Regulations, Council By-laws, relevant Statutes and any regulations thereunder. Any such failure to comply with the Victorian Building Regulations, Council By-laws relevant statutes and any regulations thereunder shall not constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or claim any compensation from the Vendor in relation thereto, including any requisitions or claim in relation to the issue or non-issue of building permits and/or final inspections by the relevant authorities in respect of any improvements thereon.

13. The Purchaser acknowledges that he 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 extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.
14. The Purchaser acknowledges and agrees that there are no conditions, warranties or other terms affecting the sale of the property other than those embodied in this Contract and that no representations or statements have been made by the Vendor and/or the Agent or Auctioneer or their respective servants or employees which have not been included in this Contract. This condition shall enure for the benefit of the Vendor and the Vendor's Agent.
15. If there is more than one Purchaser, it is the Purchaser's responsibility to ensure that this Contract correctly records the proportions in which they are buying the property. If the proportions recorded in the Transfer of Land differ from those recorded in the Contract of Sale, it is the Purchasers responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchaser fully indemnifies the Vendor, the Vendor's Agent and Legal Practitioner against any claims or demand which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract. This condition will not merge upon completion.
16. The Purchaser acknowledges that he has purchased the property in its present condition and has inspected the property and entered this Contract on that basis. He acknowledges that no representation, warranty or indemnity of any kind has been made or given by the Vendor as to the environmental status of the property or the existence or otherwise of any contamination of on or in the property or concerning the risk of any possible harm or detriment which may be caused by any use of the property and will not to make any requisition or claim against the Vendor whatsoever arising in respect of any contamination or any harm or detriment which may be caused by any use of the property.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

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

General Conditions

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

2. VENDOR WARRANTIES

- 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 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 section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 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 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

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 conveyance; 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 is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyance on trust for the purchaser until 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 conveyance.

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 authorised deposit-taking institution. If the vendor requests than 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 of 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 of land on which a 'farming business' is carried on 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 (or a part of it) 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 of land on which a 'farming business' is carried on:

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

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 adjustment 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 –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 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 pre-paid 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; or
 - (d) by email.
- 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 transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a 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 section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

UNIT 3/19 THOMAS STREET, CAMBERWELL 3124

Vendor's name

BIG GREAT WALL PTY LTD (ACN 622 978 590)

Date

/ /

Vendor's
signature

.....
Eddie Heng Wah Lau
Director/Secretary

.....
Weiwang Zheng
Director

Purchaser's
name

Date

/ /

Purchaser's
signature

Purchaser's
name

Date

/ /

Purchaser's
signature

1. FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

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1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendor's knowledge, save and except for Planning Permit No PP06/01082 and Application for Planning Permit PP17/01238 in relation to 21 Thomas Street, Camberwell and the use of a common driveway affecting 19 Thomas Street, Camberwell.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

Planning Permit No. PP06/01082 Planning register search statement for Application for Planning Permit No. PP17/01238 Builder Warranty Insurance



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LAND DESCRIPTION

Lot 3 on Plan of Subdivision 811058V.
PARENT TITLE Volume 06999 Folio 664
Created by instrument PS811058V 17/01/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BIG GREAT WALL PTY LTD of UNIT 3 LEVEL 4 50 MARKET STREET MELBOURNE VIC 3000
AR887203R 31/01/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR932258R 15/02/2019
MILLBROOK MORTGAGE MANAGEMENT LTD

MORTGAGE AS264070A 17/06/2019
NATIONAL COMMERCIAL FINANCE PTY LTD

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 PS811058V 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)

OWNERS CORPORATIONS

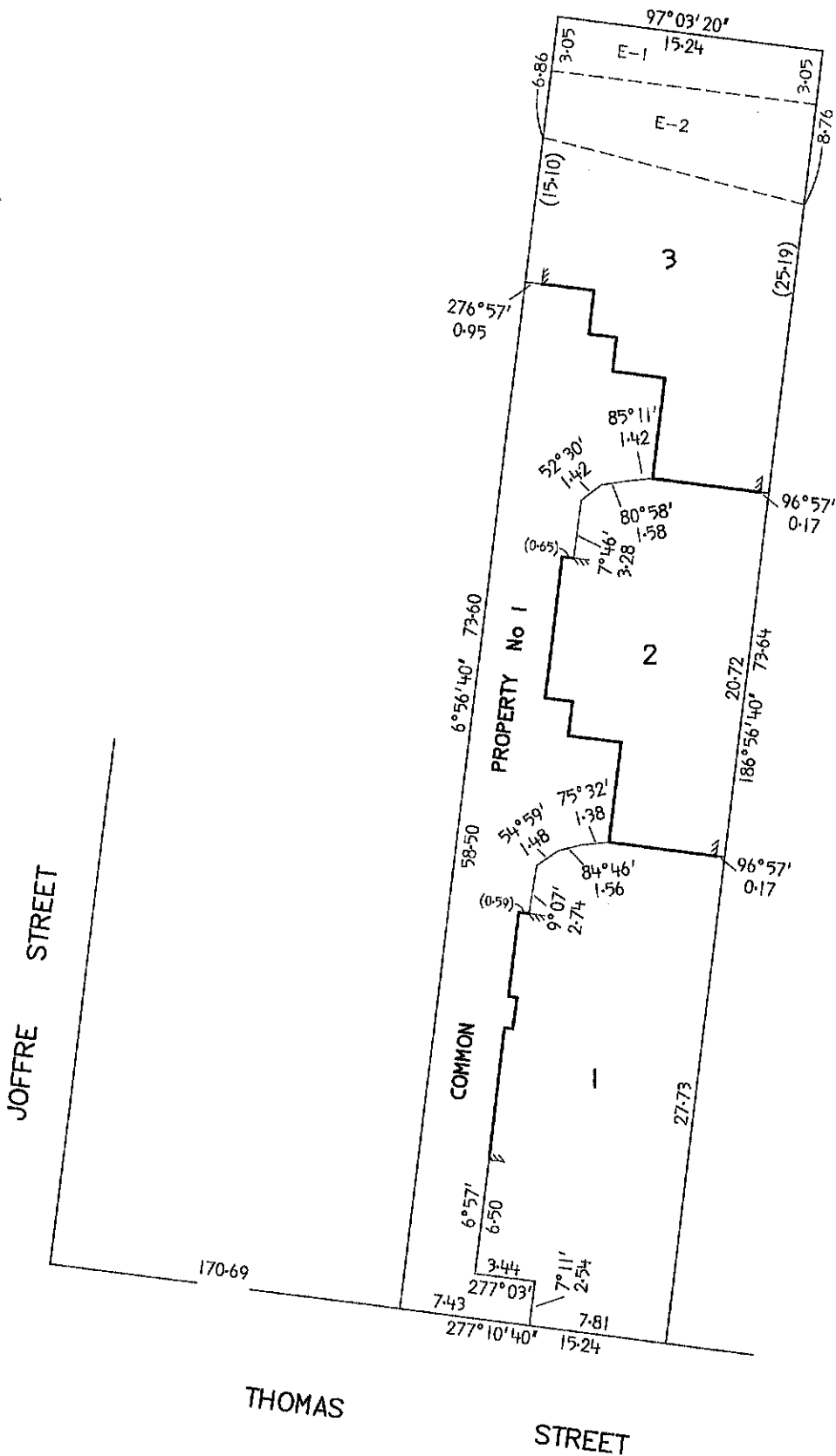
The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS811058V

DOCUMENT END

PLAN OF SUBDIVISION			EDITION 1	PS 811058V
LOCATION OF LAND PARISH: BOROONDARA TOWNSHIP: — SECTION: — CROWN ALLOTMENT: 150C (PT) CROWN PORTION: — TITLE REFERENCES: VOL 6999 FOL 664 LAST PLAN REFERENCE/S: LOT 3 ON LP 16273 POSTAL ADDRESS: 19 THOMAS STREET (At time of subdivision) CAMBERWELL VIC 3124 MGA 94 CO-ORDINATES E 332 325 (of approx centre of land in plan) N 5 809 975 ZONE: 55			Council Name: Boroondara City Council Council Reference Number: subcer18/00140 Planning Permit Reference: pp18/00691 SPEAR Reference Number: S125517P Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Roxanne Marie Kavanagh for Boroondara City Council on 05/12/2018	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		DEPTH LIMITATION: Does not apply BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: EXTERIOR FACE: ALL BOUNDARIES. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.	
NIL	NIL			
NOTATIONS				
SURVEY: This plan is/is-not based on survey. STAGING: This is/is not a staged subdivision Planning Permit No. PP 18/00691 This survey has been connected to permanent marks No (s). 307 In Proclaimed Survey Area No.—				
EASEMENT INFORMATION				
LEGEND A—Appurtenant Easement E—Encumbering Easement R—Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to the whole of this plan				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1,E-2	DRAINAGE AND SEWERAGE	3.05	LP 16273	LOTS ON LP 16273 BOROONDARA CITY COUNCIL YARRA VALLEY WATER BOROONDARA CITY COUNCIL UNSPECIFIED
E-1	DRAINAGE	3.05	THIS PLAN	
E-1	SEWERAGE	3.05	THIS PLAN	
E-2	DRAINAGE	SEE DIAG.	THIS PLAN	
E-1	ANY EASEMENT	SEE DIAG.	C/T VOL 6999 FOL 664	
M. J. Reddie Surveys Pty Ltd ABN 49 005 965 257 1 Horner Street, Beaconsfield. 3807 P.O. Box 268, Berwick. 3806 Phone (03) 9707 4117 Fax (03) 9707 4428		REF: 16-09-118 FILE: SYND Digitally signed by: Luke Michael Reddie, Licensed Surveyor, Surveyor's Plan Version (4), 05/12/2018, SPEAR Ref: S125517P		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 PLAN REGISTERED TIME: 12:17 PM DATE: 17/1/19 LJW Assistant Registrar of Titles

PS 811058V

M.G.A. 94
ZONE 55



M. J. Reddie Surveys Pty Ltd

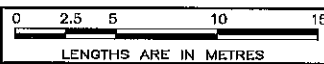
ABN 49 005 985 257

1 Horner Street, Beaconsfield, 3807

P.O. Box 268, Berwick, 3806

Phone (03) 9707 4117 Fax (03) 9707 4428

SCALE
1:250



Digitally signed by: Luke Michael Reddie, Licensed
Surveyor,
Surveyor's Plan Version (4),
05/12/2018, SPEAR Ref: S125517P

ORIGINAL SHEET
SIZE : A3

SHEET 2

Digitally signed by:
Boroondara City Council,
05/12/2018,
SPEAR Ref: S125517P



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) 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, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced: 10/12/2019 03:50:10 PM

OWNERS CORPORATION 1
PLAN NO. PS811058V

The land in PS811058V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

1/19 THOMAS STREET CAMBERWELL VIC 3124

OC042286R 17/01/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC042286R 17/01/2019

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Total	30.00	30.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/12/2019 03:50:10 PM

OWNERS CORPORATION 1 PLAN NO. PS811058V
--

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

629024

APPLICANT'S NAME & ADDRESS

SALLY NICOLAZZO & ASSOCIATES C/- INFOTRACK C/-
LANDATA
MELBOURNE

VENDOR

BIG GREAT WALL

PURCHASER

N/A, N/A

REFERENCE

4383

This certificate is issued for:

LOT CM1 PLAN PS811058, LOT 3 PLAN PS811058 ALSO KNOWN AS 3/19 THOMAS STREET CAMBERWELL
BOROONDARA CITY

The land is covered by the:

BOROONDARA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

(<http://planningschemes.dpcd.vic.gov.au/schemes/boroondara>)

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®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

10 December 2019

Hon. Richard Wynne MP
Minister for Planning

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) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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



Designated Bushfire Prone Area

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

Applicant:

**Victorian Land Registry Services Pty Ltd
Level 1, Casselden Place
2 Lonsdale Street
MELBOURNE VIC 3000**

Issue Date: **10/12/2019**

Your Reference: **4383**

Certificate No: **wLIC26432**

Property No.: **724000**

This Certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Property Location:

3/19 Thomas Street CAMBERWELL VIC 3124

Property Description:

Lot 3 PS 811058V Vol 12050 Fol 434

Site Value: **670000**

Capital Improved Value: **1140000**

Net Annual Value: **57000**

Level of Value Date: **1/01/2019**

Effective Date of Valuation: **2/07/2019**

Rates are levied on the Capital Improved Value.

RATES, CHARGES AND OTHER MONIES

Rates for the year ending 30th June 2020

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

Current Year's Rates & Charges	
General Rates	\$1,855.70
Fire Services Property Levy	\$173.70
Current Balance	\$2,029.40

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **3/19 Thomas Street CAMBERWELL VIC 3124**

Property No.: **724000**

Certificate No.: **wLIC26432**

ADDITIONAL INFORMATION

Street Information

Properties abutting unmade streets may be liable for street construction charges should a private street construction scheme be implemented.

Flood Level Information

Other (If Applicable)

Important Notes:

1. This certificate may be updated verbally within a period of **THREE MONTHS** from date of issue. It should be noted that Council would only be held responsible for information given in writing i.e. a new certificate and not information provided or confirmed verbally.
2. Payments not made 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 Rates Act 1983 until such time as payment of outstanding rates and charges is made.
3. Payments shown are subject to clearance by the bank.
4. Date for declaring council rates and charges for **01/07/2019 to 30/06/2020** on **24/06/2019**.
5. In accordance with Section 175 of the Local Government Act 1989, after settlement any rates or charges (including interest) that are unpaid are the responsibility of the new owner and are due and payable:
 - Full payment due by: **15/02/2020**.
 - Instalments due by: **30/09/2019; 30/11/2019; 29/02/2020; 31/5/2020**.
 - If in arrears: **Immediately**

	Bill Code: 93633
	Ref: 07412059
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More Info: www.bpay.com.au	

For further information, please contact Council's Property Services on ☎ (03) 9278 4325

Receipt for the sum of \$27.00 being the fee for this certificate is acknowledged.

I hereby certify at the date of this certificate the information supplied is true and correct for the property described in this certificate.



J. G. Lorkin

Coordinator Revenue & Property Services

Camberwell office 8 Inglesby Road Camberwell VIC T 9278 4444 F 9278 4466
Postal address Private Bag 1, Camberwell VIC 3124
Email boroondara@boroondara.vic.gov.au
Website www.boroondara.vic.gov.au



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

10th December 2019

Sally Nicolazzo & Associates C/- InfoTrack C/-
LANDATA

Dear Sally Nicolazzo & Associates C/- InfoTrack C/- ,

RE: Application for Water Information Statement

Property Address:	3/19 THOMAS STREET CAMBERWELL 3124
Applicant	Sally Nicolazzo & Associates C/- InfoTrack C/- LANDATA
Information Statement	30507409
Conveyancing Account Number	7959580000
Your Reference	4383

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	3/19 THOMAS STREET CAMBERWELL 3124
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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



YARRA VALLEY WATER
ABN 65 066 802 501

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 Encumbrance

Property Address	3/19 THOMAS STREET CAMBERWELL 3124
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

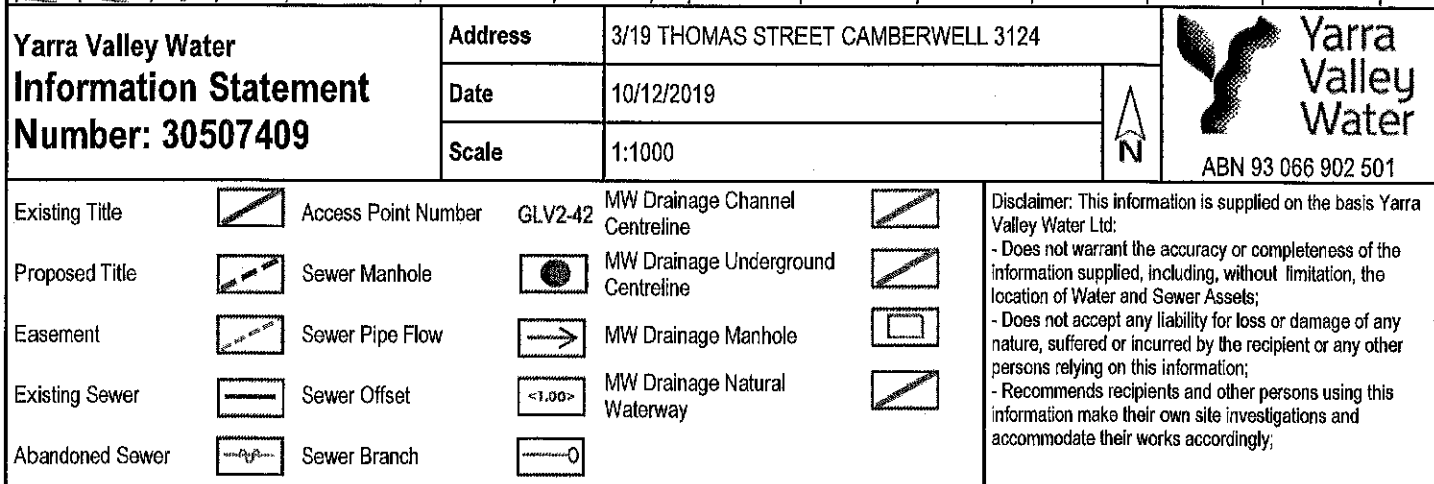
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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





YARRA VALLEY WATER
ABN 83 056 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Sally Nicolazzo & Associates C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0323168011
Rate Certificate No: 30507409

Date of Issue: 10/12/2019
Your Ref: 4383

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/19 THOMAS ST, CAMBERWELL VIC 3124	3\PS811058	1753746	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2019 to 31-12-2019	\$19.63	\$19.63
Residential Water Usage Charge Step 1 – 28.000000kL x \$2.64360000 = \$32.76 Step 1 – 0.000000kL x \$2.66200000 = \$41.55 Estimated Average Daily Usage \$0.41	10-04-2019 to 10-10-2019	\$74.31	\$74.31
Residential Sewer Service Charge	01-10-2019 to 31-12-2019	\$115.19	\$115.19
Residential Sewer Usage Charge 28.000000kL x 0.983871 = 27.548388 x 0.900000 = 10.974194 x \$1.13900000 = \$12.50 28.000000kL x 0.983871 = 27.548388 x 0.900000 = 13.819355 x \$1.14260000 = \$15.79 Estimated Average Daily Usage \$0.16	10-04-2019 to 10-10-2019	\$28.29	\$28.29
Parks Fee	01-10-2019 to 30-06-2020	\$59.16	\$59.16
Drainage Fee	01-10-2019 to 31-12-2019	\$25.66	\$25.66
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$134.83
Total for This Property			\$457.07

The property above forms part of the property for which the charges below are applicable

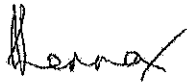
Property Address	Lot & Plan	Property Number	Property Type
19 THOMAS ST, CAMBERWELL VIC 3124	3\LP16273	1087940	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			-\$63.07 cr
Total for This Property			-\$63.07 cr

Total Due \$394.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
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 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 058 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.vic.gov.au
yvw.vic.gov.au

Property No: 1753746

Address: UNIT 3/19 THOMAS ST, CAMBERWELL VIC 3124

Water Information Statement Number: 30507409

HOW TO PAY



Bill Code: 314567
Ref: 03231680115



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1753746

Address: UNIT 3/19 THOMAS ST, CAMBERWELL VIC 3124

Water Information Statement Number: 30507409

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

19th December 2016

David Abbas
HWL Developments
care of
david.abbas@laucorp.com.au

Dear David Abbas,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	232679
Property Address	19 THOMAS STREET CAMBERWELL 3124
Service Location ID	1087940

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

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

Build Over Condition Summary *
Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking • no conditions imposed
Carports & Sheds that are less than 10 square metres • cannot build over the sewer main and 600mm horizontal clearance is required
Excavation & Landscaping • no conditions imposed

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

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

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

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J P Maudsley'.

John Maudsley

Divisional Manager, Development Services

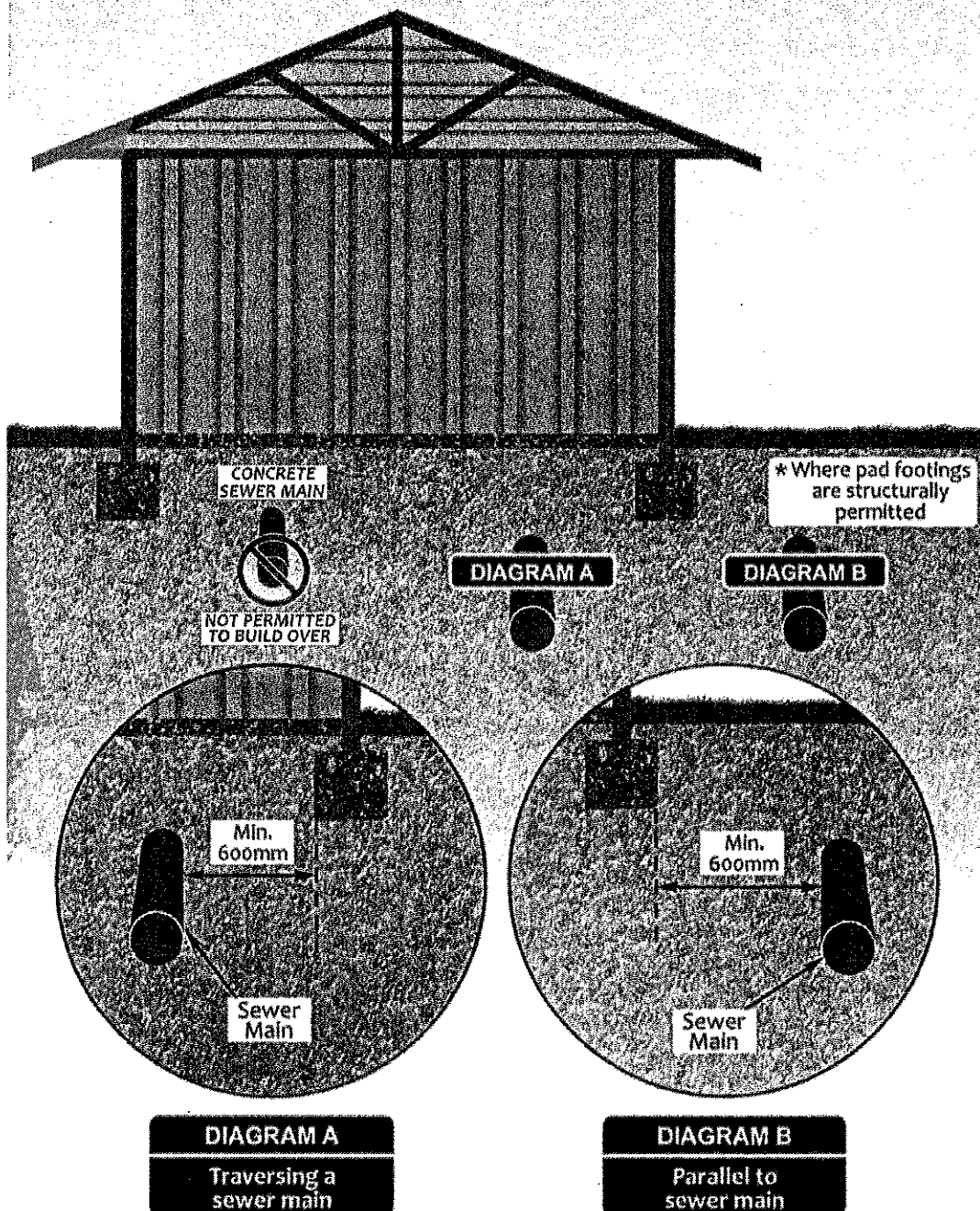
SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

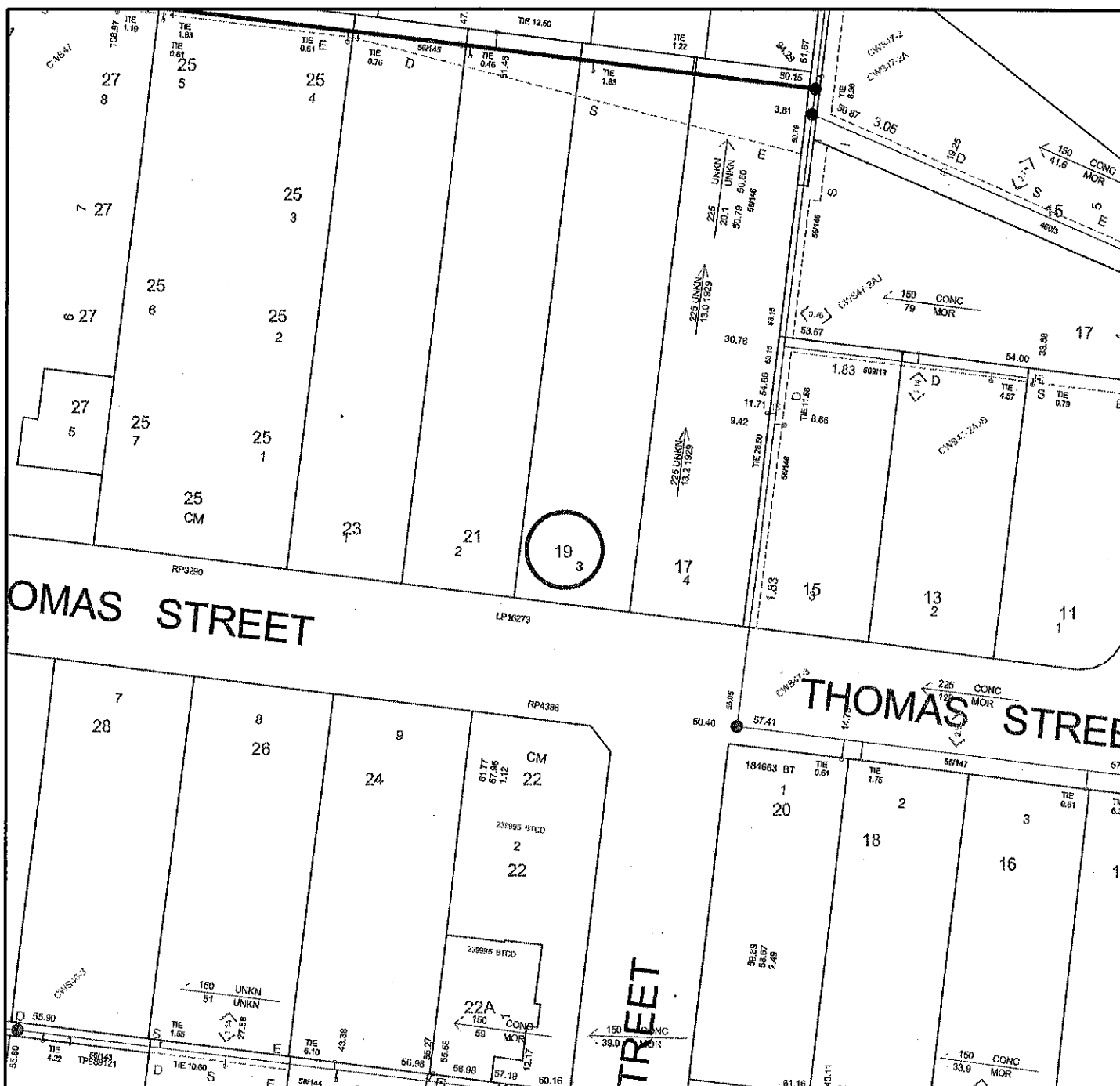
For any garages, carports and sheds that are less than 10 square metres in the vicinity of a concrete sewer main less than 3.5 m deep, the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour access is required

GARAGES, CARPORTS AND SHEDS FOR
SEWER MAINS LESS THAN 3.5 METRES DEEP AND
CONCRETE SEWER MAINS

ONLY APPLICABLE WHERE PAD FOOTINGS ARE STRUCTURALLY PERMITTED





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

Address 19 THOMAS STREET CAMBERWELL 3124

Date	19/12/2016
Scale	750

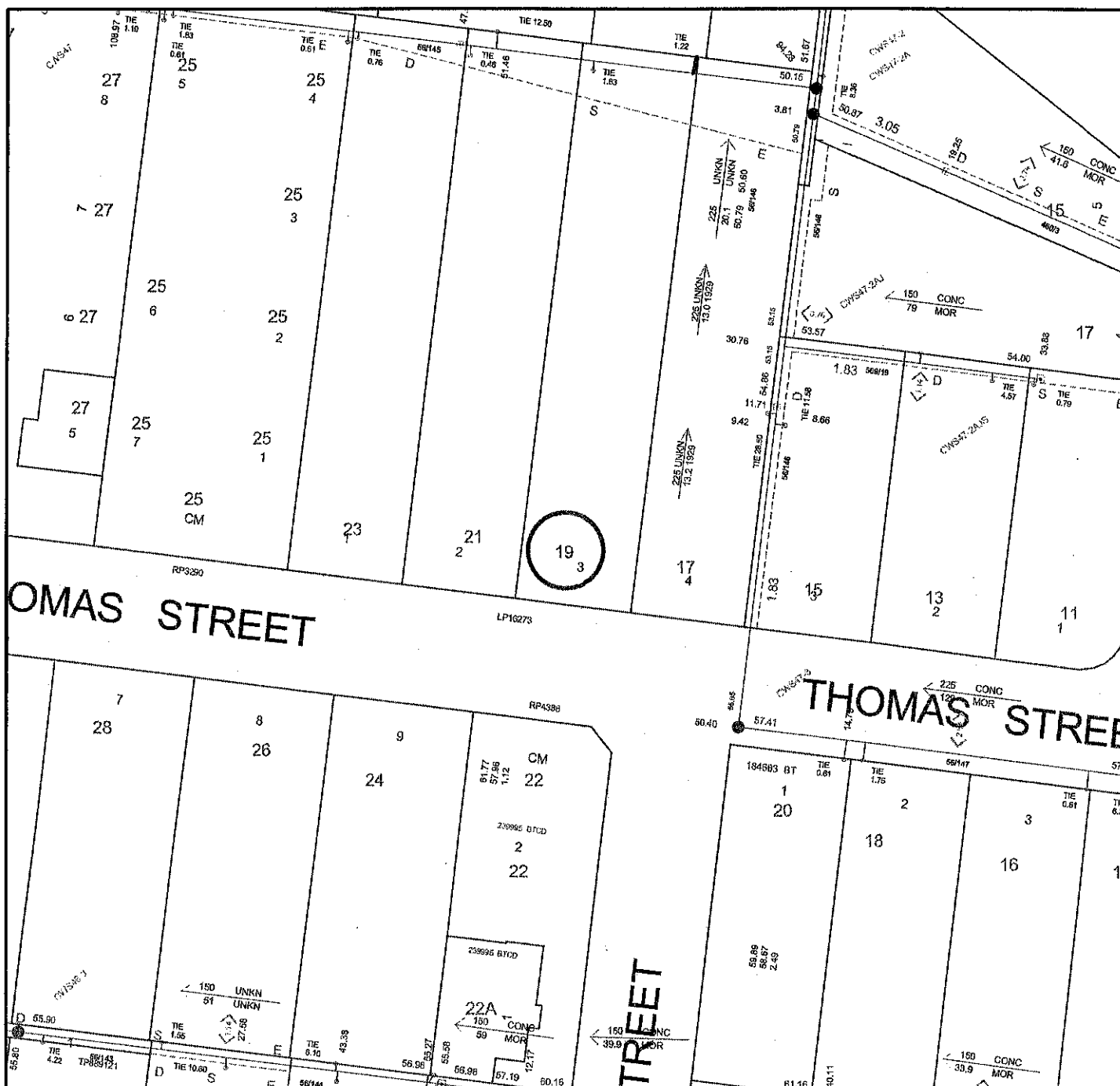


Yarra Valley Water

ABN 93 066 902 501

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

Existing Title		Circular Access Point		Abbreviation Pipe Material	ASSET DETAILS
Proposed Title		Offset Distance		VC VITREOUS CLAY	Pipe Size: 225
Access Point Number		Square Manhole		PVC-NP UPVC - Non Pressure	Pipe Material: CONC
Sewer Pipe Flow		End of Pipe		PVC-PW UPVC - Profile Wall	Average Depth (m): 2.56
Existing Sewer		Maintenance Shaft		CONC CONCRETE	Branch Length (m): 2.29
Change of Grade		Inspection Shaft		RC/UCON CC Re/Un-reinforced	Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
		Pump Station		PP_SW POLYPROYLENE	If pipe offset is not shown, it is unknown and will need to be proven on site.
		Ventilation		HDPE POLYETHYLENE	YVW Ref: 1087940
				CI CAST IRON	



Yarra Valley Water **Sewer Branch** **Asset Map**

Address 19 THOMAS STREET CAMBERWELL 3124

Date	19/12/2016
Scale	750



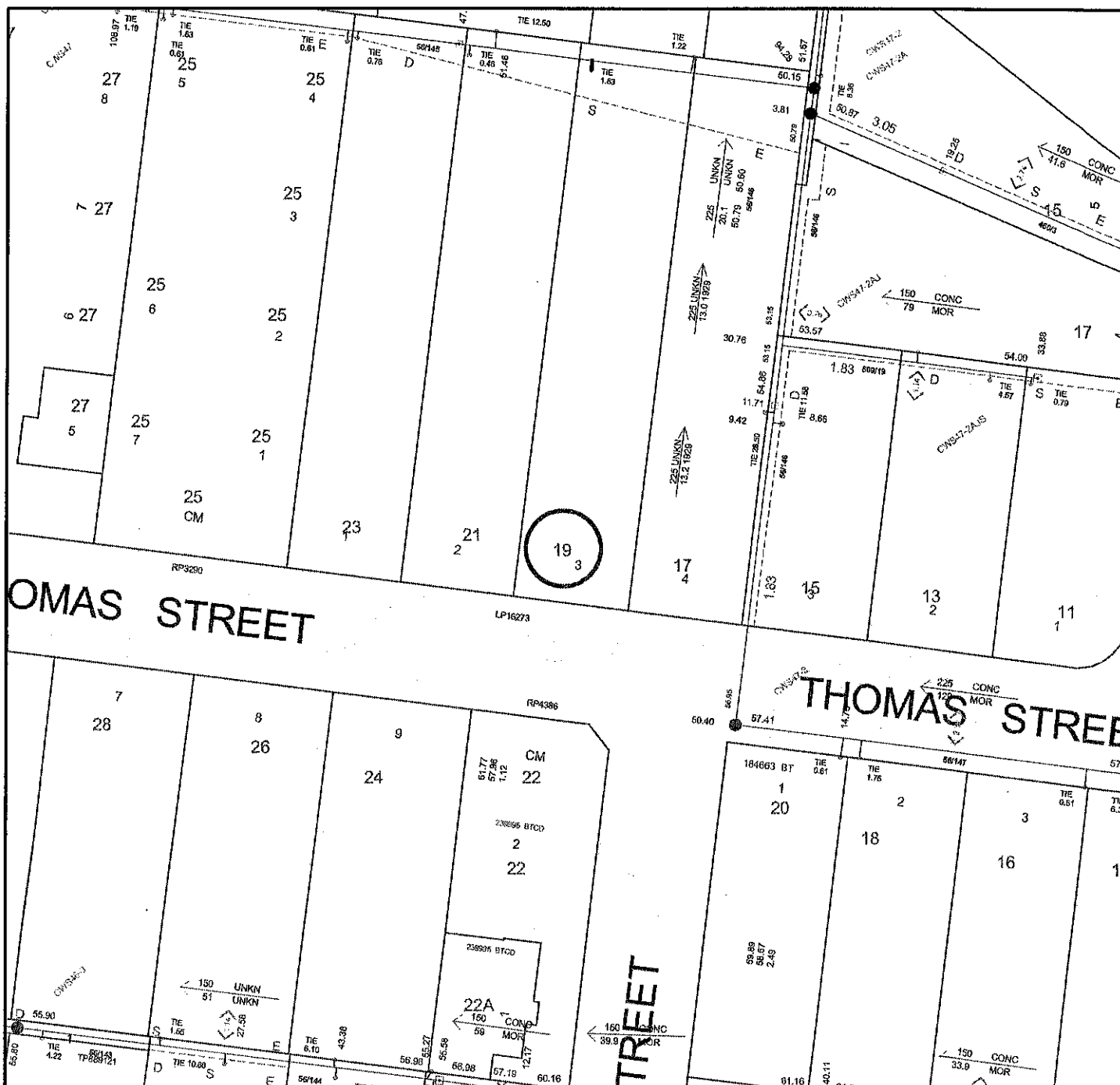
ABN 93 066 902 501

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

Existing Title		Circular Access Point		Abbreviation Pipe Material	ASSET DETAILS
Proposed Title		Offset Distance		VC VITREOUS CLAY	Branch Size: 100
Access Point Number		Square Manhole		PVC-NP UPVC - Non Pressure	Branch Material: CONC
Sewer Pipe Flow		End of Pipe		PVC-PW UPVC - Profile Wall	Branch Depth (m): 1.35
Existing Sewer		Maintenance Shaft		CONC CONCRETE	Branch Length(m) 2.29
Change of Grade		Inspection Shaft		RC/UCONCC Re/Un-reinforced	
		Pump Station		PP_SW POLYPROYLENE	
		Ventilation		HDPE POLYETHYLENE	
				CI CAST IRON	

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 1087940



Yarra Valley Water **Sewer Branch** **Asset Map**

Address 19 THOMAS STREET CAMBERWELL 3124

Date	19/12/2016
Scale	750

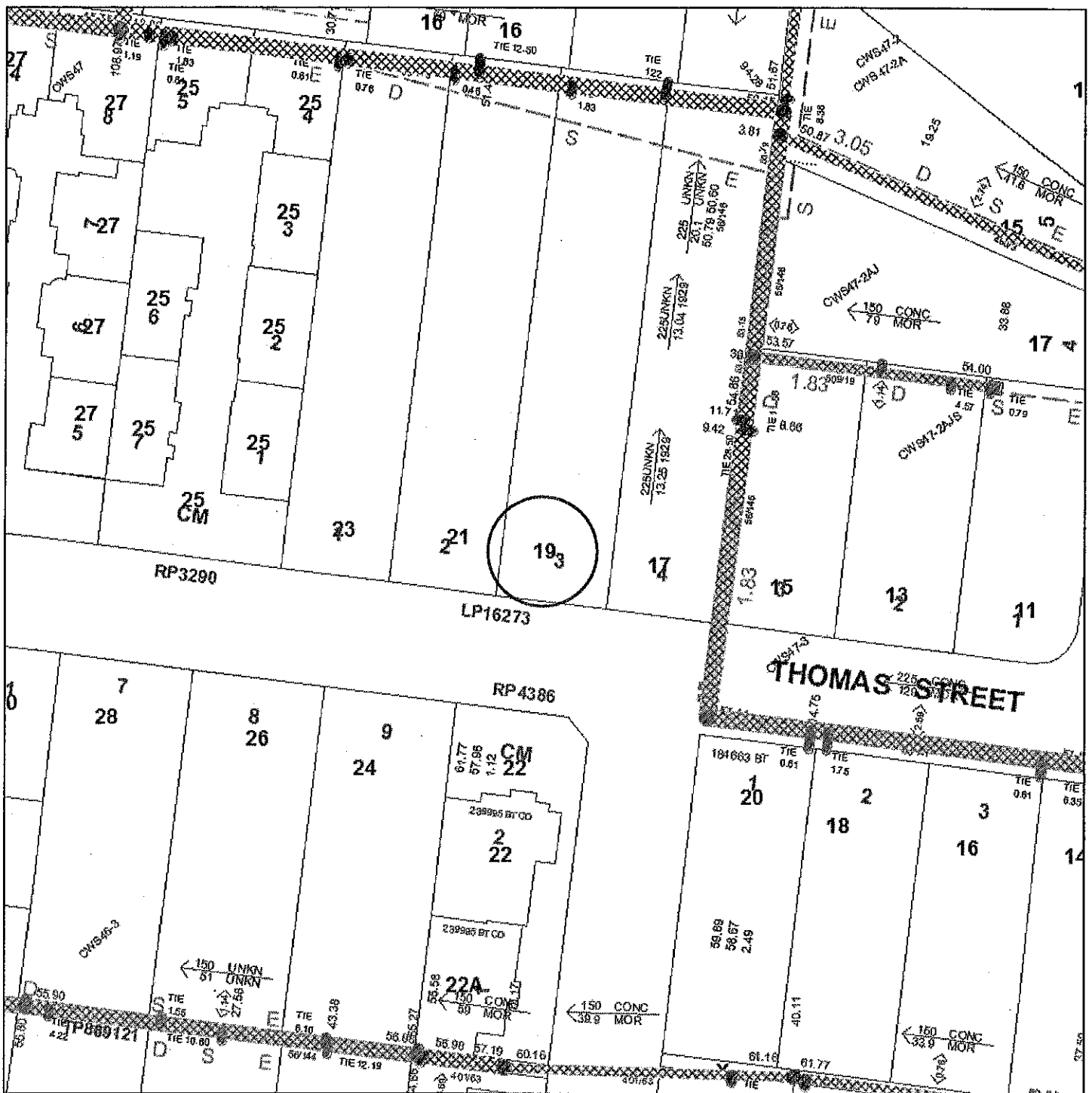


Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Circular Access Point		Abbreviation Pipe Material	ASSET DETAILS
Proposed Title		Offset Distance		VC VITREOUS CLAY	Branch Size: 100
Access Point Number	SPS12-34	Square Manhole		PVC-NP UPVC - Non Pressure	Branch Material: CONC
Sewer Pipe Flow		End of Pipe		PVC-PW UPVC - Profile Wall	Branch Depth (m): 1.45
Existing Sewer		Maintenance Shaft		CONC CONCRETE	Branch Length(m) 0.99
Change of Grade		Inspection Shaft		RC/UCONCC Re/Un-reinforced	
		Pump Station		PP_SW POLYPROYLENE	
		Ventilation		HDPE POLYETHYLENE	
				CI CAST IRON	

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 1087940



Yarra Valley Water

Build Over Plan Reference: Plan A

General Structures

Address 19 THOMAS STREET CAMBERWELL 3124

Date 19/12/2016

Scale 1:750



Yarra
Valley
Water

ABN 93 066 902 501

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

Yarra Valley Water Application ID: 232679

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

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

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

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

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

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

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

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / SALLY NICOLAZZO & ASSOCIATES

Your Reference: 19/516
Certificate No: 32664492
Issue Date: 11 DEC 2019
Enquiries: CXC4

Land Address: UNIT 3, 19 THOMAS STREET CAMBERWELL VIC 3124

Land Id	Lot	Plan	Volume	Folio	Tax Payable
5703710	3	811058	12050	434	\$0.00

Vendor: EDDIE HENG WAH LAU & BIG GREAT WALL

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
HONG GU	2019	\$788,333	\$5,637.67	\$0.00	\$0.00

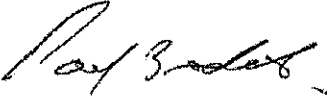
Comments: Land Tax of \$5,637.67 has been assessed for 2019, an amount of \$5,637.66 has been paid.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$788,333

SITE VALUE: \$788,333

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 32664492

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,916.67

Taxable Value = \$788,333

Calculated as \$975 plus (\$788,333 - \$600,000) multiplied by 0.500 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 32664492

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: 32664492

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sally Nicolazzo & Associates C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4383

NO PROPOSALS. As at the 10th December 2019, 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®.

Unit 3 19 THOMAS Street, CAMBERWELL 3124
CITY OF BOROONDARA

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: 10th December 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 33966624 - 33966624154701 '4383'

BUILDING PERMIT INFORMATION
Building Regulations 2018



11 December 2019

Victorian Land Registry Services P/L
(Building Certificates)
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam

RE: 3/19 Thomas Street CAMBERWELL VIC 3124
OUR REF: Blnf19/24025
YOUR REF: 33966624-017-9

In response to your request received on 10 Dec 2019 for building approval particulars in accordance with Regulation 51 of the Building Regulations 2018, the following is provided -

Details of any Building Permits/Occupancy Permits and Certificates of Final Inspection issued within the last 10 years as listed on the attached table.

Details of any current Building Notice or Order issued under the Building Act 1993 are listed on the attached table where applicable.

Council is unaware of any current statement(s) issued under regulation 64(1) or 231(2) of the Building Regulation 2018.

The information contained within this letter is based on current council electronic records available as at the date of this letter. An archive search has not been carried out.

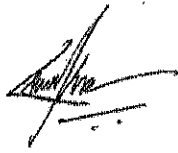
For your information I wish to draw your attention to the following safety issues:

- (a) requirements for safety barriers for all swimming pools and spas pursuant to regulation 136 to 139 of the Building Regulations 2018
- (b) maintenance and operation of swimming pool and spa safety barriers pursuant to Regulation 140 & 143 of the Building Regulation 2018, and
- (c) requirements for smoke alarms in existing residential building pursuant to Regulation 145 of the Building Regulation 2018.

Note: Tree removal and pruning of trees may require a permit under Tree Protection Local Law 1F. Trees that are affected by the Local Law include significant trees and canopy trees as defined under Local Law 1F, and any multi-stemmed tree where the total circumference of all its stems measured at 1.5m from the ground equals or is greater than 110 cm (centimetres).

If you have any further queries, please contact Nyrie Zougab on 9278 4863.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Asanka Kodikara', with a stylized flourish extending from the end.

Asanka Kodikara
MANAGER BUILDING SERVICES
MUNICIPAL BUILDING SURVEYOR

Details of any Building Permits issued in the last 10 years

Building Permits issued by Private Building Surveyors

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued	Relevant Building Surveyor	Building Surveying Company	Contact Phone
BSU 42299/2016 0133/0	04/04/2016	Demolition of existing dwelling and shed	Not Received	N/A	Bang Quach	Nextgen Building Surveyors Pty Ltd	0411 985 895
25334/2017 0063/0	10/03/2017	Construction of 3x double storey dwellings, associated garages, front fence and retaining walls	N/A	07/02/2019	John Athanasios	Build Permits & Inspections	9572 3111

Building Permits issued by City of Boroondara

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued
NIL				

Please note: building permits for all building and demolition works approved after 1 July 1994 are subject to the issuance of a Certificate of Final Inspection or an Occupancy Permit.

Details of any current Building Notices or Orders issued

Council issued

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

Council issued prior to 2009

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

Issued by a Private Building Surveyor

Type of Notice or Order	Date Issued	Details of Notice or Order	Relevant Building Surveyor	Building Surveying Company	Contact phone
NIL					

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 180068372BWI-13

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



HONG GU
19 THOMAS ST
CAMBERWELL 3124

Name of Intermediary
TRANSWEST INSURANCE BROKERS
PO BOX 285
LIVERPOOL NSW 2170

Account Number
180012064
Date Issued
06/03/2017

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

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

Domestic Building Work

NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE

At the property

3/19 THOMAS STREET
CAMBERWELL VIC 3124

Carried out by the builder

HUMECON PTY LTD
ACN: 606 034 593

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

For the building owner

HONG GU

Pursuant to a domestic building contract dated

30/11/2016

For the contract price of

\$400,000.00

Type of cover

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

Period of cover

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

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

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

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

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

20% of the contract price*

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

Reference number: PP18/00691

Description:	Planning Permit Subdivision of the land into three (3) lots in accordance with the previously approved development
Status:	Determined
Submitted:	09/07/2018
Decision:	25/10/2018 Permit Delegated by Delegated Authority
Estimated cost of work:	\$ 0
Officer:	Roxanne Kavanagh
Contact number:	9278 4837

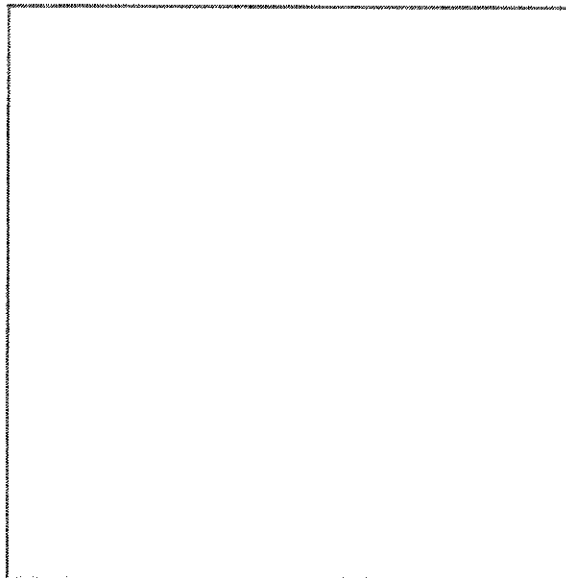
Application details

Application process

Documents and Decisions

Properties: 19 Thomas Street CAMBERWELL VIC 3124

Map:



Zoning Map: Dept of Planning and Community Development

Planning register

Terms and conditions

Search applications

Advanced search

Recent applications

Search by suburb

Search by ward

Reports

PLANNING PERMIT



Permit Number: PP06/01082

Planning Scheme: Boroondara Planning Scheme

Responsible Authority: City of Boroondara

ADDRESS OF THE LAND: 19 Thomas Street, Camberwell

THE PERMIT ALLOWS:

Construction of three (3) dwellings on a lot.

This permit was amended by the Responsible Authority pursuant to Section 72 of the Planning and Environment Act 1987, as set out below.

This permit was issued by Order of the Victorian Civil and Administrative Tribunal dated 23 October 2008 pursuant to Section 85(1)(b) of the Planning and Environment Act 1987 – Application For Review No. P1624/2007.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans Required

- 1 Before the development starts, amended plans must be submitted to the satisfaction of the Responsible Authority. When the plans are to the satisfaction of the Responsible Authority they will be endorsed and will then form part of the Permit. The plans must be drawn to scale with dimensions and three (3) copies provided, substantially in accordance with the substituted plans submitted on 30 June 2008, dated Dec-07 Issue A3 (Sheet 3 to 6 inclusive) but modified to show:
 - (a) The opaque glazing on Unit 3's Bedroom 3 window shown on the north elevation drawing to a minimum 1.7m above finished floor level;
 - (b) Plan notations indicating that the height of the northern boundary fence is 3m, comprising a 2.4m solid fence with a 600mm lattice screen above;
 - (c) The ground and first floor plans corrected to accurately dimension (to scale) the rear (north) boundary setbacks;
 - (d) A landscape plan generally in accordance with Condition 4.

Layout not to be Altered

- 2 The layout of the site and the size, levels, design and location of buildings and works shown on the endorsed plans must not be modified for any reason without the prior written consent of the Responsible Authority.

Date Issued: 13 November 2008

Date Amended: 17 DEC 2015

Signature for the Responsible Authority:

A handwritten signature in black ink, appearing to read "Fiona Troise".

Fiona Troise

CO-ORDINATOR – STATUTORY PLANNING

Amended Planning Permit No.: PP06/01082

Address of the Land: 19 Thomas Street, Camberwell



Maintenance of Site

- 3 Buildings, engineering works and fences must be maintained to the satisfaction of the Responsible Authority.

Landscape Plan

- 4 A landscape plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will form part of this permit. The plan must be drawn to scale with dimension and three copies must be provided. The landscaping plan must be generally in accordance with the landscape planting plan submitted to Council on 30 June 2008 prepared by Peter Boyle Landscape Architect except that the plan must show:
- (a) The provision of four (4) evergreen trees with a minimum height of 2.5m at time of planting, a minimum mature spread of 4m and a minimum mature height of 6m on the rear (north) boundary in lieu of the 3 Jacaranda trees;
 - (b) A survey (including botanical names) of all existing vegetation to be retained and /or removed.

Completion of Landscaping Works

- 5 Landscaping as shown on the endorsed landscape plan must be carried out and completed to the satisfaction of the Responsible Authority prior to the occupation of the development.

Landscaping Maintenance

- 6 All landscaping works shown on the endorsed landscape plans must be maintained and any dead, diseased or damaged plant replaced, all to the satisfaction of the Responsible Authority.

Drainage

- 7 The land must be drained to the satisfaction of the Responsible Authority and all drainage works must be completed prior to the occupation of the building.

Stormwater Drain Connections

- 8 Stormwater drains must be connected to a legal point of discharge approved by the Responsible Authority. Drainage connections within a road reserve must be to Council's standards. No such works are permitted to commence unless a Supervision Permit is first obtained from the Responsible Authority.

Construction of Driveways and Car Parking Areas

- 9 Before the use starts or any building is occupied, area/s set aside for car parking, access lanes and driveways shown on the endorsed plans must be constructed and formed to such levels and properly drained so that they can be used in accordance with the endorsed plans, to the satisfaction of the Responsible Authority.

Paved Surfaces

- 10 External driveways and parking areas must be constructed with dark coloured concrete or bitumen, coloured patterned concrete, interlocking paving blocks or brick paving to the satisfaction of the Responsible Authority.

Date Issued: 13 November 2008

Date Amended: 17 DEC 2015

Signature for the Responsible Authority:

A handwritten signature in black ink, appearing to read "Fiona Trolse".

Fiona Trolse

CO-ORDINATOR – STATUTORY PLANNING

Amended Planning Permit No.: PP06/01082

Address of the Land: 19 Thomas Street, Camberwell



Vehicle Crossovers

- 11 Any new vehicle crossover or modification to an existing vehicle crossover must be constructed in accordance with Council's standard details. No such works are permitted to commence unless a Supervision Permit is first obtained from the Responsible Authority.

External Lighting

- 12 All outdoor lighting must be designed, baffled and located to prevent light from the site causing any detriment to the locality, to the satisfaction of the Responsible Authority.

Concealment of Pipes

- 13 All pipes (except down-pipes), fixtures, fittings and vents servicing any building on the site must be concealed in service ducts or otherwise hidden from external view to the satisfaction of the Responsible Authority.

Permit to Expire

- 14 This Permit will expire if:
- (a) The development does not start within two (2) years of the issue date of this Permit, or
 - (b) The development is not completed within four (4) years of the issue date of this Permit.

The Responsible Authority may extend the times referred to if a request is made in writing before the Permit expires or within the three (3) months afterwards.

Notes:

The full cost of reinstatement of any Council assets damaged as a result of demolition, building or construction works, must be met by the permit applicant or any other person responsible for such damage, to the satisfaction of the Responsible Authority.

Headings are for ease of reference only and do not affect the interpretation of permit conditions.

Date Issued: 13 November 2008

Date Amended: 17 DEC 2015

Signature for the Responsible Authority:

A handwritten signature in black ink, appearing to read "Fiona Trolse", written over a horizontal line.

Fiona Trolse

CO-ORDINATOR - STATUTORY PLANNING

Amended Planning Permit No.: PP06/01082

Address of the Land: 19 Thomas Street, Camberwell



Date of amendment	Brief description of amendment
17 DEC 2015	• Dwelling 3's rear (northern) setback increased to 7865mm to allow for Dwelling 3's siting away from the existing easement; • Minor variations to several ground and first-floor setbacks for all dwellings.

Date Issued: 13 November 2008

Date Amended: 17 DEC 2015

Signature for the Responsible Authority: _____

Fiona Troise

CO-ORDINATOR – STATUTORY PLANNING

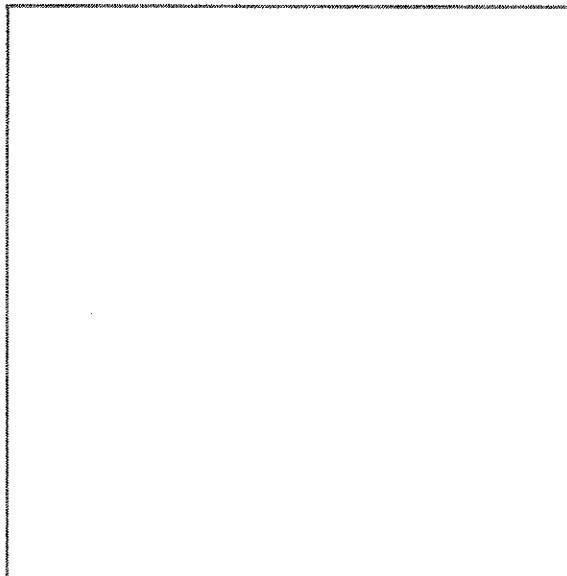
Reference number: PP17/01238

Description:	Planning Permit Construction of two (2) dwellings on a lot (21 Thomas Street, Camberwell) and the use of a common driveway (19 Thomas Street, Camberwell).
Status:	Current
Submitted:	27/10/2017
Estimated cost of work:	\$ 997,751
Officer:	Julia Smith
Contact number:	9278 4967
Objection:	Lodge an Objection

[Application details](#)[Application process](#)[Documents and Decisions](#)

Properties: [21 Thomas Street CAMBERWELL VIC 3124](#)

Map:



Zoning Map: [Dept of Planning and Community Development](#)

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Planning Enquiries
Phone: (03) 9278 4888
Email:
boroondara@boroondara.vic.gov.au
Web: www.boroondara.vic.gov.au

Clear Form

Application for a Planning Permit

If you need help to complete this form, read MORE INFORMATION at the end of this form.

Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any questions, please contact Council's planning department.

Questions marked with an asterisk (*) must be completed.

If the space provided on the form is insufficient, attach a separate sheet.

Click for further information.

The Land

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address *

Unit No.:	St. No.: 19-21	St. Name: Thomas Street
Suburb/Locality: Camberwell		Postcode: 3124

Formal Land Description *

Complete either A or B.

This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.

A	Lot No.: 2	☐ Lodged Plan	☐ Title Plan	☒ Plan of Subdivision	No.: LP016273
OR					
B	Crown Allotment No.:		Section No.:		
Parish/Township Name:					

The Proposal

You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.

For what use, development or other matter do you require a permit? *

Construction of two(2) dwellings on a lot (21 Thomas Street, Camberwell) and the use of a common driveway (19 Thomas Street, Camberwell).
☒ Provide additional information about the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

Estimated cost of any development for which the permit is required *

Cost \$997751	You may be required to verify this estimate. Insert '0' if no development is proposed. If the application is for land within metropolitan Melbourne (as defined in section 3 of the <i>Planning and Environment Act 1987</i>) and the estimated cost of the development exceeds \$1 million (adjusted annually by CPI) the Metropolitan Planning Levy must be paid to the State Revenue Office and a current levy certificate must be submitted with the application. Visit www.sro.vic.gov.au for information.
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Existing Conditions

Describe how the land is used and developed now *

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Existing single storey dwelling

☒ Provide a plan of the existing conditions. Photos are also helpful.

Title Information

Encumbrances on title *

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

☐ Yes (If 'yes' contact Council for advice on how to proceed before continuing with this application.)

☒ No

☐ Not applicable (no such encumbrance applies)

☒ Provide a full, current copy of the title for each individual parcel of land forming the subject site. The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'Instruments', for example, restrictive covenants.

Applicant and Owner Details

Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Name:		
Title: Mr	First Name: Eddie	Surname: Lau
Organisation (if applicable): Middlefield Group		
Postal Address: If it is a P.O. Box, enter the details here:		
Unit No.: Lvl14	St. No.: 333	St. Name: Collins Street
Suburb/Locality: Melbourne	State: VIC	Postcode: 3000

Please provide at least one contact phone number *

Contact information for applicant OR contact person below	
Business phone: (03) 8639 5828	Email: eddie.lau@middlefieldgroup.com.au
Mobile phone: 0452669890	Fax:

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Contact person's details*		Same as applicant ☐
Name:		
Title: Mr	First Name: Ivan	Surname: Karlo
Organisation (if applicable): Middlefield Group		
Postal Address: If it is a P.O. Box, enter the details here:		
Unit No.: Lvl14	St. No.: 333	St. Name: Collins Street
Suburb/Locality: Melbourne	State: VIC	Postcode: 3000

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Name:		Same as applicant ☐
Title: Mr	First Name: Eddie	Surname: Lau
Organisation (if applicable): Twenty One Thomas PTY LTD		
Postal Address: If it is a P.O. Box, enter the details here:		
Unit No.: Lvl14	St. No.: 333	St. Name: Collins Street
Suburb/Locality: Melbourne	State: VIC	Postcode: 3000
Owner's Signature (Optional):		Date: 28 / 08 / 2019
		day / month / year

Declaration

This form must be signed by the applicant *

 Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant, and that all the information in this application is true and correct, and the owner (if not myself) has been notified of the permit application.

Signature: 

Date: 28 / 08 / 2019

day / month / year

Need help with the Application?

General information about the planning process is available at planning.vic.gov.au

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

Has there been a pre-application meeting with a council planning officer?

☐ No ☒ Yes

If 'Yes', with whom?: Greg Steward

Date: 20 / 11 / 2017

day / month / year

Checklist

Have you:

☒ Filled in the form completely?

☒ Paid or included the application fee?

 Most applications require a fee to be paid. Contact Council to determine the appropriate fee.

 Provided all necessary supporting information and documents?

☒ A full, current copy of title information for each individual parcel of land forming the subject site.

☐ A plan of existing conditions.

☒ Plans showing the layout and details of the proposal.

☒ Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.

☐ If required, a description of the likely effect of the proposal (for example, traffic, noise, environmental impacts).

☐ If applicable, a current Metropolitan Planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used). Failure to comply means the application is void.

☒ Completed the relevant council planning permit checklist?

☒ Signed the declaration?

Lodgement

Lodge the completed and signed form, the fee and all documents with:

City of Boroondara
Private Bag 1
Camberwell VIC 3124

8 Inglesby Road
Camberwell VIC 3124

Contact information:

Telephone: (03) 9278 4888

Email: boroondara@boroondara.vic.gov.au

DX: 12206

Deliver application in person, by post or by electronic lodgement.



SALLY NICOLAZZO & ASSOCIATES

Lawyers

DX 30406 Doncaster

Ref: LT:19/516

BIG GREAT WALL PTY LTD

CONTRACT FOR SALE OF REAL ESTATE

Property: UNIT 3/19 THOMAS STREET, CAMBERWELL

Member of the Law Institute of Victoria

Level 1, 6 Jackson Court Doncaster East 3109

PO Box 4447 Doncaster Heights 3109

telephone 9848 3411

facsimile 9848 3422