Contract of Sale of Land

Property:

230 Gladesville Boulevard, Patterson Lakes VIC 3197

Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195
Tel: 03 9782 1432
Ref: ZP:26/303

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –
- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../………..…./2026

for and on behalf of:

Name of individual .... Signature of individual ....

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../………..…./2026

for and on behalf of:

Name of individual .... Signature of individual ....

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

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

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

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……………………………….

ABN: ....

in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

………………………………………… ……………………………………………..
Name of director Signature of director

………………………………………… ……………………………………………….
Name of director/secretary Signature of director/secretary

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..……./2026

for and on behalf of:

Raouf Mirhom

Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..……./2026

for and on behalf of:

Suzette Mirhom

Name of individual Signature of individual

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

WHERE SIGNATORY IS A COMPANY

EXECUTED by MIRHOM MEDICAL SERVICES PTY LTD......................................

ABN: ....

in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

RAOUF MIRHOM... ....
Name of director Signature of director

SUZETTE MIRHOM... ....
Name of director/secretary Signature of director/secretary

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea

Address: 463 Nepean Highway, Chelsea VIC 3196

Email: jo.barclay@obre.com.au

Tel: 03 9772 7077 Mob: 0439 394 434 Ref: Jo Barclay

Vendor

Name: Raouf Mirhom, Suzette Mirhom and Mirhom Medical Services Pty Ltd ACN 066 726 627

Address: 49 Myola Street, Patterson Lakes VIC 3197

ABN/ACN: ACN 066 726 627

Email:

Vendor's legal practitioner or conveyancer

Name: Sunnyoaks Conveyancing

Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195

Email: info@sunnyoaks.com.au

Tel: 03 9782 1432 Mob: Ref: 26/303

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09373	Folio	863	159	PS 133754

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 230 Gladesville Boulevard, Patterson Lakes VIC 3197

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

All fixtures and fittings of a permanent nature including fixed floor coverings, light fixtures and window furnishings

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: ....

(or another lender chosen by the purchaser)

Loan amount: .... Approval date: ....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

SPECIAL CONDITION 1 - Settlement Rescheduling Fee

If settlement does not occur on the due date by reason of request by or fault of the purchaser/s or their mortgagee, and is therefore in default, the purchaser/s agree to pay a rescheduling fee of $330.00 plus GST at settlement for each rescheduled settlement.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "***electronic signature*** "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor –

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not –

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay –

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

13.5 The purchaser is taken to have accepted the vendor's title if –

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

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

14.6 Payment of the deposit may be made or tendered –

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 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.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition –

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must –

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

18.7 The parties must do everything reasonably necessary to effect settlement –

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold with the land 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

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

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

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

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In these general conditions –

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must –

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

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and
(c) otherwise comply, or ensure compliance, with this general condition;

despite –

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

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

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act 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 Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that –

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by –

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

(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* (Vic); and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	
being the **Sole Director / Directors of**		**ACN**	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
c) by time given to the Purchaser for any such payment performance or observance;
d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This ________ Day of ________ 20 ____

SIGNED SEALED AND DELIVERED by the said

Print Name ________ ________

In the presence of Director(Sign)

Witness ________

SIGNED SEALED AND DELIVERED by the said

Print Name ________ ________

In the presence of Director(Sign)

Witness ________

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Raouf Mirhom, Suzette Mirhom and Mirhom Medical Services Pty Ltd
Property:	230 Gladesville Boulevard, Patterson Lakes VIC 3197 Being Lot 159 on Plan of Subdivision 133754 being all the Land described in Certificate of Title Volume 09373 Folio 863

VENDORS REPRESENTATIVE
Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195

Tel: 03 9782 1432
Email: conveyancing@sunnyoaks.com.au

Ref: ZP:26/303

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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	230 GLADESVILLE BOULEVARD, PATTERSON LAKES VIC 3197

Vendor's name	Raouf Mirhom	Date 28/07/2026
Vendor's signature	Raouf Mirhom	
Vendor's name	Suzette Mirhom	Date 28/07/2026
Vendor's signature	Suzette Mirhom	
Vendor's name	Mirhom Medical Services Pty Ltd ACN 066 726 627	Date 28/07/2026
Vendor's signature	Raouf Mirhom Suzette Mirhom 28/07/2026	

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) ☒ Their total does not exceed: $8,000.00

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

$0.00	To	

Other particulars (including dates and times of payments):

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

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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 document/s

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

Not Applicable

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ The required specified information is as follows:

(a)	Name of planning scheme	Kingston
(b)	Name of responsible authority	Kingston
(c)	Zoning of the land	NRZ - Neighbourhood Residential Zone
(d)	Name of planning overlay	Design and Development Overlay, Land Subject to Inundation Overlay

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

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 ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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)

Notice to Purchaser

(GST Withholding Regime)

Property: 230 Gladesville Boulevard, Patterson Lakes VIC 3197

Vendor: Raouf Mirhom, Suzette Mirhom and Mirhom Medical Services Pty Ltd

The above property is either an Existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not required to withhold GST

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

VOLUME 09373 FOLIO 863

Security no : 124134726808V
Produced 18/05/2026 10:45 AM

LAND DESCRIPTION

Lot 159 on Plan of Subdivision 133754.
PARENT TITLES :
Volume 08889 Folio 683 to Volume 08889 Folio 684
Volume 08991 Folio 119 Volume 08995 Folio 379
Created by instrument LP133754 12/06/1981

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Joint Proprietors
RAOUF MIRHOM
SUZETTE MIRHOM both of 49 MYOLA STREET PATTERSON LAKES VIC 3197
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
MIRHOM MEDICAL SERVICES PTY LTD of 49 MYOLA STREET PATTERSON LAKES VIC 3197
AT037948N 02/03/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT N962958D 19/01/1989

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP133754 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 230 GLADESVILLE BOULEVARD PATTERSON LAKES VIC 3197

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	**Plan**
Document Identification	**LP133754**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**18/05/2026 10:45**

PLAN OF SUBDIVISION OF PARTS OF CROWN ALLOTMENTS 92 & 100 PARISH: LYNDHURST COUNTY: MORNINGTON VOL. 8889 FOL. 683 & 684 8991 119 8995 379	APPROPRIATIONS	ENCUMBRANCES AND OTHER NOTATIONS
	Brown, Purple and Purple Hatched — Way, Drainage and Sewerage. Blue, Yellow and Yellow Hatched — Drainage and Sewerage. Blue Hatched and Yellow Hatched — Electricity Supply Purposes. Blue and Purple Hatched — Easement for pipeline channel and carriageway purposes pursuant to Section 17A of the Dandenong Valley Authority Act.	· Lots numbered 1 to 123 and lots 132 and 133 have been omitted from this plan. · For Reference Marks see Extract of Fieldnotes · Unless shown otherwise, external boundaries shown on this plan are unfenced.

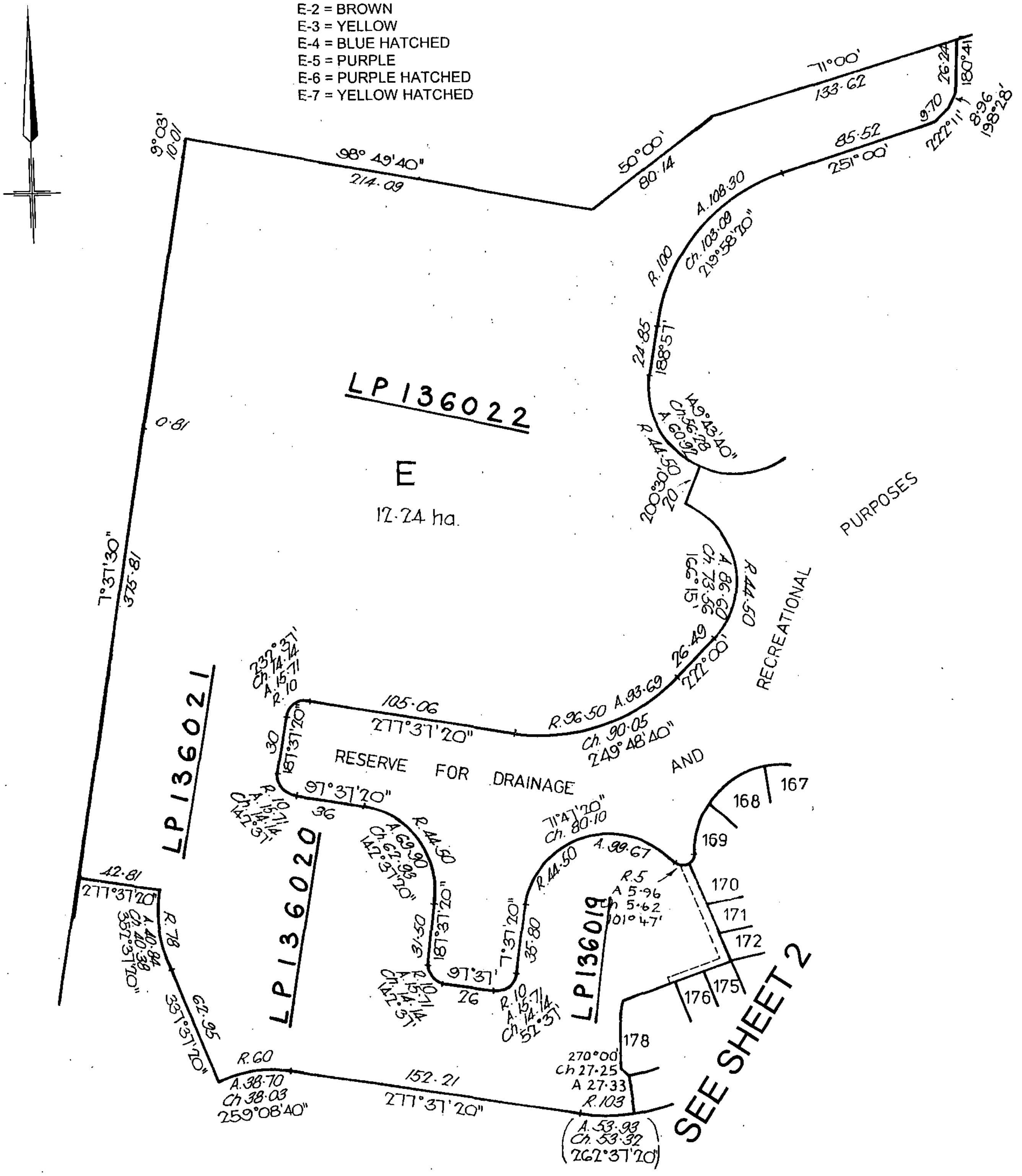
LP 133754

EDITION 2
PLAN APPROVED
03/04/80

3 SHEETS
SHEET 1

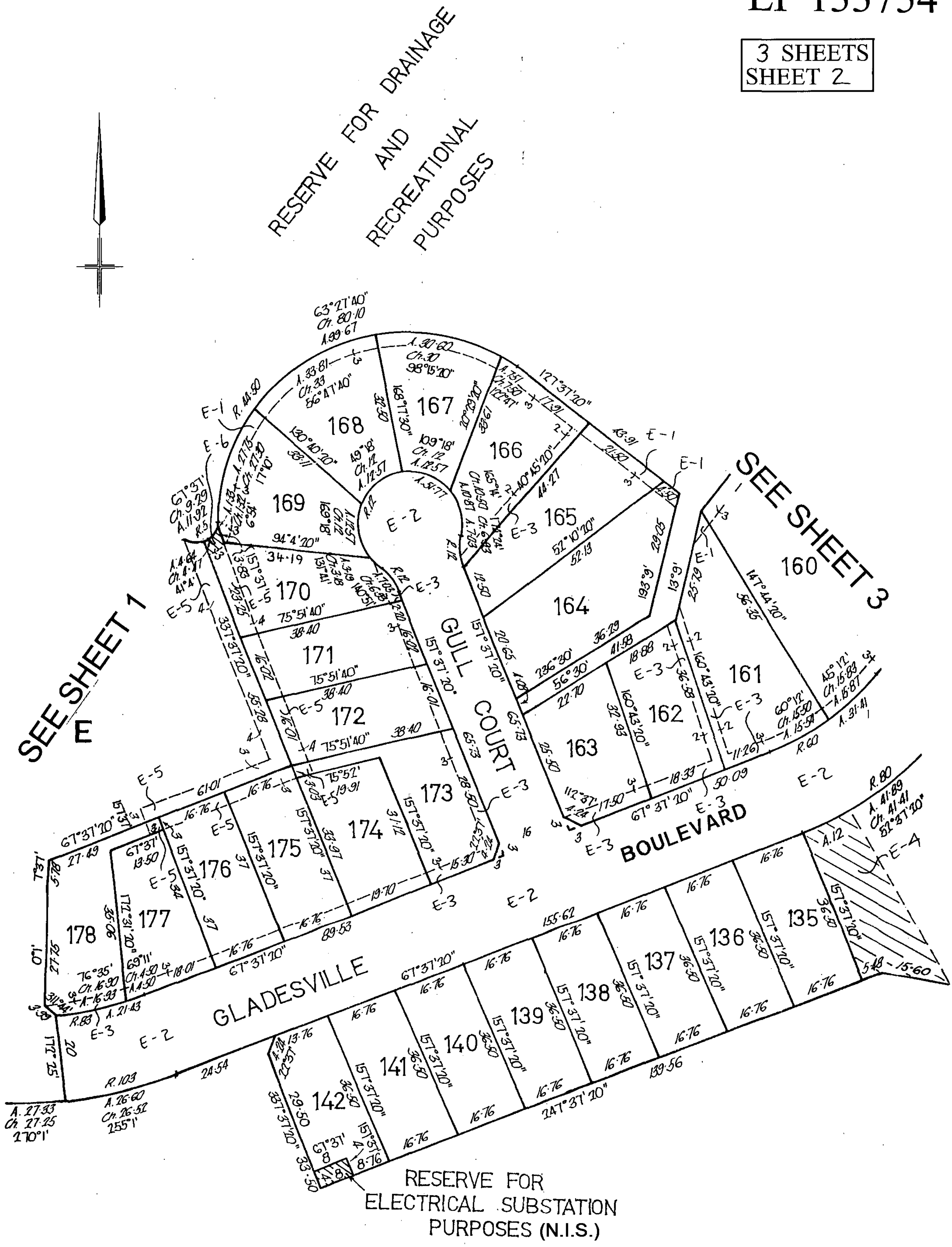
MEASUREMENTS ARE IN METRES

COLOUR CODE
E-1 = BLUE
E-2 = BROWN
E-3 = YELLOW
E-4 = BLUE HATCHED
E-5 = PURPLE
E-6 = PURPLE HATCHED
E-7 = YELLOW HATCHED



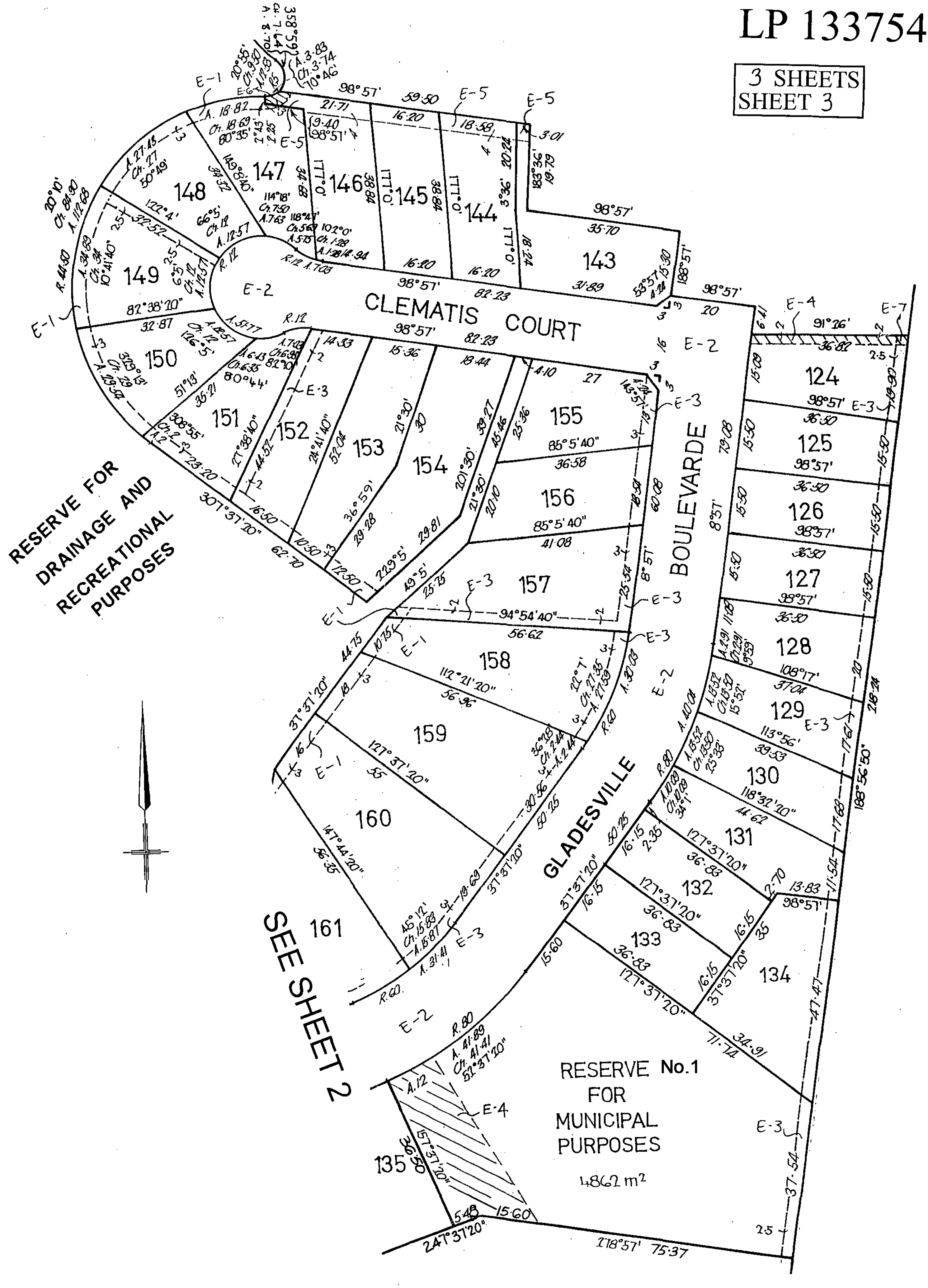
LP 133754

3 SHEETS
SHEET 2



LP 133754

3 SHEETS
SHEET 3



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
LP133754

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
RESERVE NO.1		VESTING OF RESERVE	AF340680L	14/9/07	2	M.M.C

Imaged Document Cover Sheet

Document Type	**Instrument**
Document Identification	**N962958D**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**20/07/2026 11:30**

8820 / 2669471

Lodged at the Titles Office by

LEGAL DEPARTMENT
STATE BANK OF VICTORIA
BOX 1268R
MELBOURNE. 300

Code

Titles Office Use Only

REGD

190189 0902 45 42 N962958D

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)

Certificate of Title Volume 9373 Folio 863

Consideration (Note 6)

$42,500-00

STAMP DUTY VICTORIA
U#04C#1 S#1 T#002201 00003943 18/01/89
R#013171 D#44 $820.00

Transferor (Note 7)

PATTERSON LAKES SOUTH PTY.LTD.

Transferee (Note 8)

ALAN MURRAY McPHERSON and NORMA MARGARET McPHERSON both of 47 Campbell Street, Glen Waverley as joint tenants

Estate and Interest (Note 9)

All its estate and interest in the fee simple

Directing Party (Note 10)

Comptroller of Stamps Use Only

CODE: 44
DUTY: $ 820-
STATUS: O
TYPE:
VALUE: $ 42500
ASSESSOR: [signature]

Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)

See over

DN962958D-1-4

T2 Office Use Only

OFFICE OF TITLES VICTORIA

A memorandum of the within instrument has been entered in the Register Book.

OFFICE OF TITLES A.B. VICTORIA

16.2.89

Approval No. T2/1

Creation (or Reservation) of Easement and/or Covenant

(The transferee) for himself his heirs executors transferees and assigns hereby covenants with Patterson Lakes South Pty.Ltd. or other the registered proprietor of the lots on Plan of Subdivision No. 133754 other than the lot hereby transferred that :

(a) No building including without limitation dwellings, accessory buildings, garages, carports, storage facilities shall be erected constructed installed placed or permitted upon each lot hereby transferred unless and until sketch plans, detailed elevations, site plan, details of external materials and colour scheme shall have been first submitted in duplicate in writing for approval to and approved in writing by the transferor,

(b) No structure including without limitation drainage work, fences, walls, retaining walls, bulk heads, footpaths, driveways, steps, awnings, poles, antennas, permanent or temporary clothes lines, clothes hoists, swimming pools, tennis courts or mooring facilities shall be erected, constructed, installed, placed, altered or permitted upon each lot hereby transferred until full details of structure its location on the lot details of external material and colour scheme shall have been first submitted in duplicate in writing for approval to and approved in writing by the transferor.

(c) No trees that can grow to a height of over three metres shall be planted on nor removed from any such lot hereby transferred without approval in writing from the transferor.

No planting or removal of plants shall take place on the easement (if any) adjacent to the lake shown as a Reserve on the said Plan of subdivision on any such lot hereby transferred without approval in writing from the transferor.

(d) The Transferor may withhold its approval to any proposal submitted under sub-clause (a) (b) or (c) hereof and if the transferor shall disapprove of any such proposal submitted it shall send notice of its disapproval to the person or persons applying for the said approval within thirty (30) days from the date written application for approval was received by the transferor. If notice of disapproval is not forwarded by ordinary prepaid post by the transferor within thirty (30) days to the person or persons applying for approval the proposal shall be deemed to have been approved by the transferor in accordance with the provisions of this covenants PROVIDED ALWAYS THAT the transferor shall not unreasonably or capriciously refuse or withhold any such approval however a refusal shall not be or be deemed to be unreasonable or capricious if a qualified architect shall have certified that the proposal does not conform with the general standards of design and planning of the development of the other land within the subdivision or that the proposal is detrimental to the development appearance ecology or amenity of the area or any part of it.

(e) For the purpose of these covenants the transferor shall include the nominee of the transferor appointed in writing by the transferor.

(f) The land to which the benefit of the covenants hereinbefore set out is appurtenant is hereby expressed to be all the lots shown in the said Plan of Subdivsion other than each lot hereby transferred.

(g) The land which is subject to the burden of such covenants is expressed to be each and every lot hereby transferred.

(h) The person having the right to release vary or modify such covenants (other than those having in the absence of agreement to the contrary such right by law) is Patterson Lakes South Pty.Ltd.

(i) The covenant hereinbefore set out shall cease to have effect on the 31st day of December, 2000.

(j) These covenants shall appear on the Certificate of Title to issue for each such lot and shall run with the land.

Date 8.12.88 (Note 13)

Execution and Attestation (Note 14)

~~THE COMMON SEAL of PATTERSON LAKES SOUTH PTY.LTD. was hereto affixed in acordance with its Articles of Association in the presence of:~~)

~~.........................Director~~

~~.........................Secretary~~

SIGNED by the Transferees) in the presence of:)

EXECUTED in Victoria by PATTERSON LAKES SOUTH PTY. LTD. by being signed sealed and delivered by its Attorney CHRISTOPHER JOHN FERRIS STATE PROPERTY FINANCE MANAGER VIC. pursuant to a Power of Attorney dated 23rd December, 1986 a certified copy of which is filed in Permanent Order Book 276 at Page 300 in the presence of:)

Witness : ....

DN962958D-2-1

NOTES

1. This form must be used for any transfer by the registered proprietor—
   (a) of other than the whole of an estate and interest in fee simple
   (b) by direction
   (c) in which an easement is created or reserved
   (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words "See Annexure A" (or as the case may be) or "See overleaf" in the panel as appropriate.
   Multiple annexures may appear on the same annexure sheet but each must be correctly headed.
   All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations
   e.g. $ .... paid by B to A
   $ .... paid by C to B
   In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. $ .... which includes the amount owing under mortgage No. ....
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out "All my estate and interest in the fee simple" (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read "Signed by the transferor (transferee, directing party) in the presence of ....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004

City of KINGSTON

Landata
Dept of Environment, Land, Water and Planning
570 Bourke St
MELBOURNE VIC 3000

Date of Issue:	18 May 2026
Assessment No:	115696 5
Property Location:	230 Gladesville Boulevard, PATTERSON LAKES VIC 3197
Parcel Details:	Lot 159 LP133754
Certificate No:	165967
Certificate Expiry Date:	16 August 2026
Applicants Reference:	80568083-012-7:92717

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

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

Operative Date of Valuation: 01 July 2025
Relevant Date of Valuation: 01 Jan 2025

Site Value:	1,950,000
Capital Improved Value:	2,250,000
Net Annual Value:	112,500

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES
1st July 2025 to 30th June 2026

Arrears	
Arrears - Brought Forward 01/07/2025	$0.00
Legal Fees Brought Forward 01/07/2025	$0.00
Current Rate	
General Rates	$4,095.23
Emergency Services & Volunteers Fund	$525.25
Municipal Charge	$100.00
Waste Management	$333.00
	$
	$
Legal Costs/Charges	$0.00
Interest on Arrears	$0.00
Interest on Current Rates	$0.00
Payments	$-5,053.48
Property Debts	$0.00 (Fire Hazard / Property Clearance)
OUTSTANDING	**$0.00**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

kingston.vic.gov.au
Cheltenham 1230 Nepean Highway **Chelsea** 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

Assessment No.	115696/5
Certificate No.	165967
Certificate Expiry Date	16 August 2026

ADDITIONAL INFORMATION

110 - Detached Home

Please Note: All Notices of Acquisition lodged **must have the Date of Birth** and **correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of $30.60.

Please note:

i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 16 August 2026.

ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.

iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.

iv. Due Date for payment:
   - In full 15 February 2026.

Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.

v. Please note a fee of $22.70 (incl. GST) will apply for refund requests on overpayments.

Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.

Biller Code: 8938

Ref: 1156965

Tanya Madhwani
TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

*****************IMPORTANT INFORMATION REGARDING THIS CERTIFICATE****************

No Conditions apply to this property.

community inspired leadership

kingston.vic.gov.au
Cheltenham 1230 Nepean Highway Chelsea 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Sunnyoaks Conveyancing Pty Ltd
E-mail: enquiries@sunnyoaks.com.au

Statement for property:
LOT 159 230 GLADESVILLE BOULEVARD PATTERSON LAKES 3197
159 LP 133754

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52O//12669/237		18 MAY 2026	52179658

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities		
Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	$430.39
(b) By South East Water		
Water Service Charge	01/04/2026 to 30/06/2026	$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	$100.41
Subtotal Service Charges		$575.22
Payments		$0.02
	TOTAL UNPAID BALANCE	$575.20

- The meter at the property was last read on 09/05/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at *www.southeastwater.com.au*.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

The land is within an area declared an area of "Land Liable to Flooding" pursuant to Section 205 of the Water Act 1989. For further information contact Melbourne Water on 9679-7517.

The land has been filled in accordance with Melbourne Water requirements and is no longer considered to be "Land Liable to Flooding".

This property is located within a special drainage area where an additional quarterly drainage charge applies as shown on the Rates Information Statement. Enquiries please ring South East Water on 131 851.

There is one mooring allocation attached to the parent title of this property. No additional mooring allocations will be created for subdivided properties. An annual Jetty Service Charge made up of capital replacement and annual maintenance components is applicable to the parent title of this property. A Mooring Lease is also required to utilise the mooring allocation. Application for the Mooring Lease may be made to Melbourne Water, Lease and Licence Team, PO Box 4342 Melbourne 3001. Access to some jetties is via Melbourne Water's three metre wide easement on private property, which encircles the entire tidal waterways system (the'easement'). The easement means owners of private property must allow this access. Residents have limited right to cross their neighbour's property via easements when required to access their moorings. Melbourne Water has right of unrestricted access on these easements to be used from time to time for inspections, maintenance and/or capital works of assets owned and managed by Melbourne Water. Water depths at low tide within each mooring vary considerably across the Tidal Waterways. Residents should engage a suitably qualified surveyor to determine water depths. Melbourne Water does not dredge to maintain mooring depths. For further information regarding mooring leases, including details of resident obligations and costs, please phone 131 722.

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

The land abuts a "recreational area" declared pursuant to Section 107 of the Water Act 1989. For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ASSET INFORMATION - SEWER & DRAINAGE

South East Water

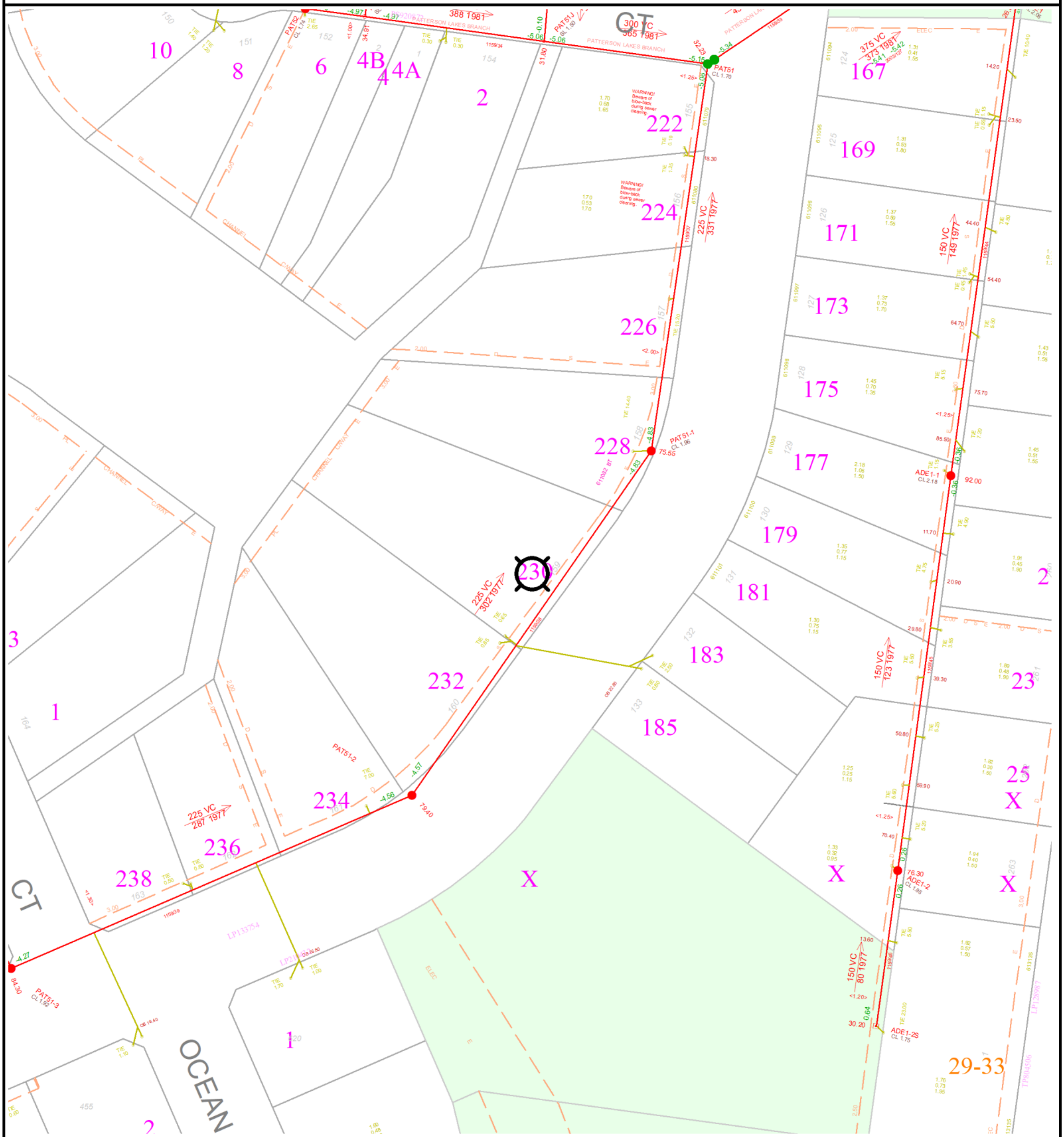
Property: Lot 159 230 GLADESVILLE BOULEVARD PATTERSON LAKES 3197

Case Number: 52179658

Scale in Metres: 20 0 20 40

Date: 18MAY2026

N



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	225 VC 280 MOR Direction of Flow	<1.0> Offset from Boundary
		Abandoned Sewer

Melbourne Water Assets

Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

ASSET INFORMATION - WATER

South East Water

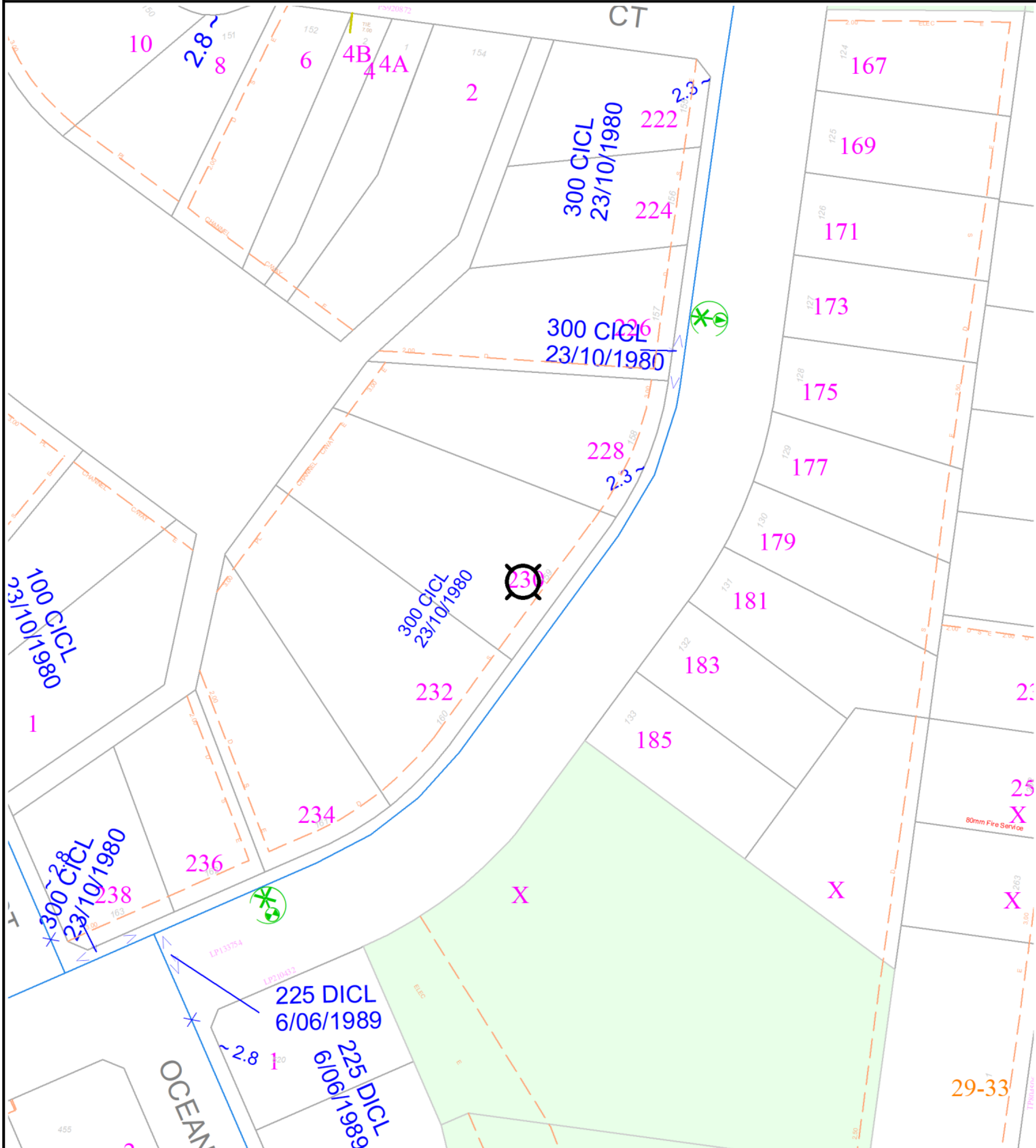
Property: Lot 159 230 GLADESVILLE BOULEVARD PATTERSON LAKES 3197

Case Number: 52179658

20 0 20 40
Scale in Metres

Date: 18MAY2026

N



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LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Water Main Valve	Fireplug/Washout
Easement	100 CICL 26.9.1975 Water Main & Services	~ 1.0 Offset from Boundary

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

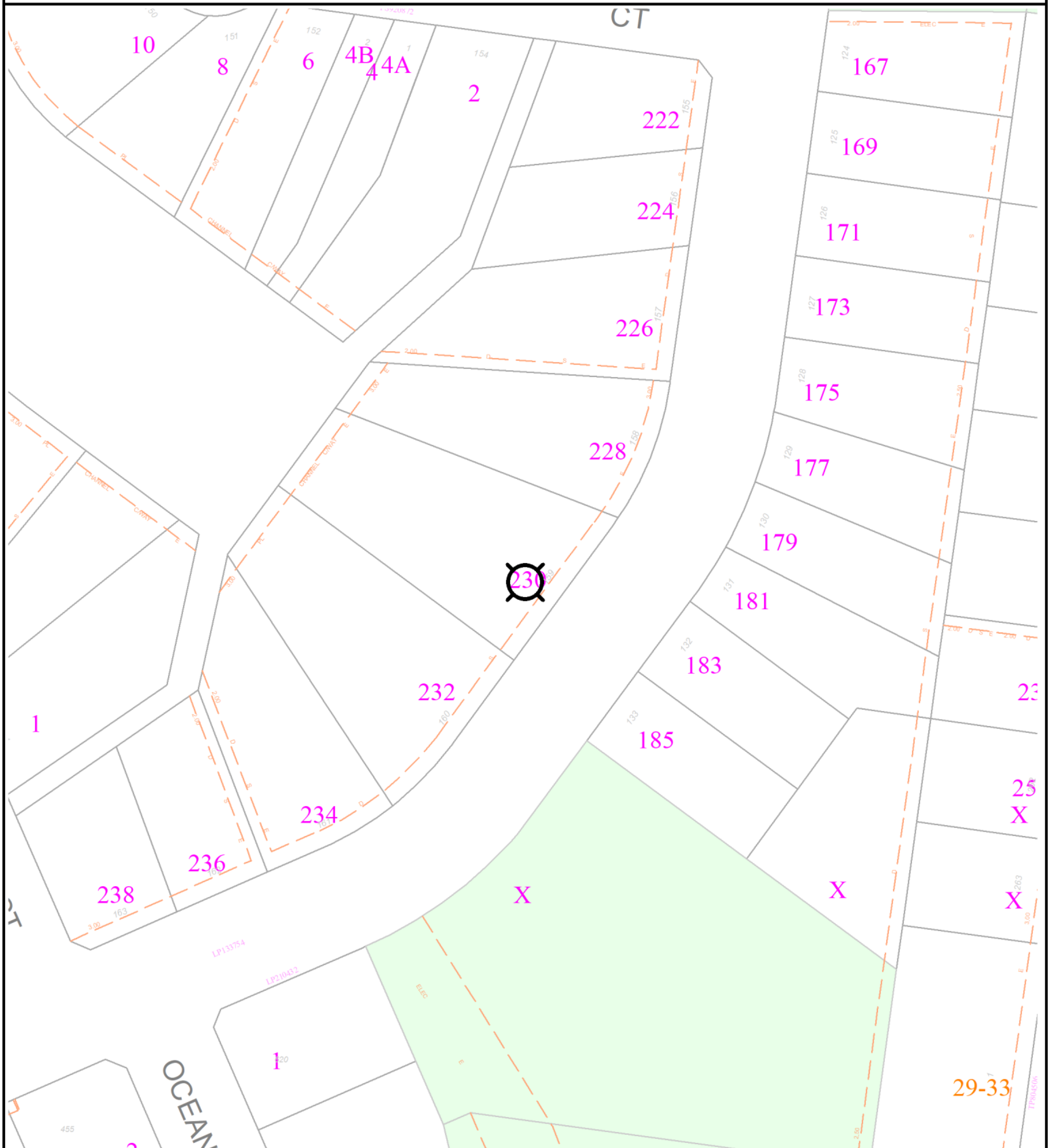
Property: Lot 159 230 GLADESVILLE BOULEVARD PATTERSON LAKES 3197

Case Number: 52179658

20 0 20 40
Scale in Metres

Date: 18MAY2026

N



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	100 CICL 26.9.1975 Recycled Water Main & Services	~ 1.0 Offset from Boundary

Mooring Lease

Melbourne Water Corporation

(***Landlord***)

Raouf Mirhom, Suzette Mirhom and Mirhom Medical Services Pty Ltd
(***Tenant***)

Related Premises: **230 Gladesville Blvd, Patterson Lakes**

Vol: 9373 Folio: 863

Mooring Lease

OFFICIAL

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Mooring Lease

OFFICIAL

Date (Date of execution) ………………………………

Parties

1. **Melbourne Water Corporation** (ABN 81 945 386 953) of 990 La Trobe Street Docklands VIC 3000 (the ***Landlord***).
2. **Raouf Mirhom, Suzette Mirhom and Mirhom Medical Services Pty Ltd** of **49 Myola Street, Patterson Lakes VIC 3197** (the ***Tenant***).

Recitals

A The Landlord owns the Mooring and the Jetty Complex.

B The Tenant is the registered proprietor, or is entitled to become the registered proprietor, of the Related Premises.

C The Landlord has agreed to lease, and the Tenant has agreed to take a lease of, the Mooring on the terms and conditions contained in this Lease.

It is agreed as follows.

1. Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Approval means everything obtained or required to be obtained by the Tenant from an Authority or other person in relation to the Mooring or Jetty Complex or the use of the Mooring or Jetty Complex or the improvements on the Mooring or Jetty Complex.

Authority includes:

(a) any government in any jurisdiction, whether federal, state, territorial or local;

(b) any provider of public utility services, whether statutory or not; and

(c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Mooring or Jetty Complex or any part or in relation to them.

Business Day means any day except Saturday or Sunday or a day that is a public holiday in Melbourne.

Claim includes any demand, remedy, injury, damage, loss, liability, right of action and claim for compensation or abatement of rent.

Commencement Date means the Commencement Date specified in **Item 7**.

Consent means prior written consent, which the Landlord may withhold in its absolute discretion.

Cost includes any cost, charge, expense, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid), including, where appropriate, all Rates, legal fees and the fees of other experts and consultants on a full indemnity basis.

Date of Termination means:

(a) the Expiry Date; or

(b) any earlier date on which this Lease is determined,

as appropriate.

Deed Poll means a deed poll in the form attached as Annexure B to this Lease.

Expiry Date means the date specified in **Item 8**.

Item means an item in the Schedule.

Jetty Complex means the fixed, floating or mobile jetty complex adjacent to the Mooring and identified on the plan attached as Annexure A.

Landlord's Associates means the Landlord's employees, agents, consultants and contractors.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future and whether state, federal or otherwise.

Length Overall (LOA) means the length from the forward most tip of the bow to the aftermost end of the stern, includes any attachments such as outboard motors.

Mooring means the boat mooring described in **Item 5**.

Patterson Lakes Jetty Guidelines means guidelines in relation to the use of jetties at Patterson Lakes issued by Melbourne Water from time to time.

Permitted Use means the permitted use of the Mooring and Jetty Complex specified in **Item 10**.

Proposed Work includes all proposed work, alterations, additions or installations in or to the Mooring or Jetty Complex by either or both the Tenant or the Tenant's Associates.

Rates means all charges payable to an Authority:

(a) relating to the Mooring or Jetty Complex or their use or occupation;

(b) for all Services of the type from time to time provided by an Authority for the locality in which the Mooring is situated; and

(c) for waste and general garbage removal from the Land.

Related Premises means the land specified in **Item 4**.

Rent means the rent specified in **Item 9**.

Requirement includes a requirement, notice, order, direction, recommendation, stipulation or similar notification received from or given by an Authority or under a Law, whether in writing or otherwise and regardless of to whom it is addressed or directed.

Reserve means the body of water known as Patterson Lakes.

Services means all services or systems of any nature from time to time provided to the Mooring or Jetty Complex by an Authority, the Landlord or others or available for use.

Settlement Date means the date on which the sale of the Related Premises to a purchaser is completed.

Tenant's Associates includes sub-tenants, licensees and concessionaires and the employees, agents, contractors, consultants, customers, workmen, invitees, clients and visitors of the Tenant, its sub-tenants, licensees and concessionaires and others who may be on the Mooring or Jetty Complex for any reason at any time.

Tenant's Fittings includes all fixtures, fittings, plant, equipment or other articles and chattels of all kinds which are not owned by the Landlord and which are at any time on the Mooring or Jetty Complex.

Term means the term of this Lease specified in **Item 6.**

Vessel means a recreational vessel as defined in the *Marine Safety Act 2010 (Vic).*

1.2 General

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

(a) The singular includes the plural, and the converse also applies.

(b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(c) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(d) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or annexure to, this Lease, and a reference to a paragraph is to a paragraph of the same clause or schedule unless the context requires otherwise.

(e) Mentioning anything after *includes*, *including*, *for example* or similar expressions, does not limit what else might be included.

(f) Where a reference is made to a person, body or Authority, that reference, if the person, body or Authority has ceased to exist, will be to the person, body or Authority as then serves substantially the same objects as that person, body or Authority.

(g) Where anything is permitted in an emergency the opinion of the Landlord as to the existence or non-existence of that state of affairs is conclusive.

(h) Where the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, that day or last day will be the immediately following Business Day.

(i) If a party to this Lease comprises more than one person, an obligation or a liability assumed by, or a right conferred on that party, binds or benefits the persons comprising that party jointly and severally.

2. Grant of Lease

2.1 Grant of Lease of Mooring

Subject to the terms of this Lease, the Landlord leases the Mooring to the Tenant, as registered proprietor of the Related Premises, for the Term.

2.2 Use of Jetty Complex

During the Term, the Tenant is entitled to a non-exclusive right to use the Jetty Complex, in common with the Landlord and other persons authorised by the Landlord, for the Permitted Use provided that:

(a) the Tenant must comply with the directions of the Landlord in relation to using the Jetty Complex; and

(b) the Tenant must not interfere with, or permit interference with any other person's use of the Jetty Complex.

2.3 Ownership

The Landlord and the Tenant agree that the Mooring and the Jetty Complex remain, at all times, the property of the Landlord.

3. Rent

3.1 Payment of Rent

The Tenant must pay the Rent promptly on demand.

4. Use of Mooring

4.1 Restrictions on use

The Tenant must not:

(a) do anything that is, or may be, dangerous, annoying or offensive or that may interfere with other users of the Reserve or Jetty Complex;

(b) without the Landlord's Consent use the Jetty Complex or Mooring for any purpose other than the Permitted Use;

(c) use chemicals, inflammable fluids, acids, or other hazardous things on the Jetty Complex or Mooring or create fire hazards thereon;

(d) remove any of the Landlord's property from the Jetty Complex or Mooring;

(e) moor any Vessel other than that permitted by the Landlord in the Mooring;

(f) moor any Vessel in such a way that could cause any injury to any person, endanger any life or cause damage to any property of the Landlord or other users of the Jetty Complex or Reserve;

(g) undertake any major maintenance work on a Vessel at the Mooring without the Landlord's Consent;

(h) moor any Vessel at the Mooring that:

  (i) has a length that is greater than the length specified in the Permitted Use; or

  (ii) is, in the Landlord's reasonable opinion, unseaworthy or in a dilapidated condition;

(i) moor more than one Vessel at the Mooring at any time;

(j) interfere with any of the surfaces or equipment at the Jetty Complex or Mooring;

(k) permit any persons to reside on a permanent or semi-permanent basis on a Vessel moored in the Mooring;

(l) affix any television or radio mast, antennae or satellite dish to the Mooring or Jetty Complex without the Landlord's Consent;

(m) use or operate any musical instrument, sound or picture producing equipment on the Mooring or Jetty Complex without the Landlord's Consent;

(n) deface or mark or drive any nails, screws or hooks into the Mooring or Jetty Complex;

(o) place or store any heavy articles or materials on the Mooring or Jetty Complex without the Landlord's Consent;

(p) obstruct the Jetty Complex at any time;

(q) permit the Mooring or Jetty Complex or the surrounding areas of the Reserve to become polluted or contaminated;

(r) bring onto the Mooring or Jetty Complex any substances which may damage, pollute or contaminate them or the Reserve (including chemicals, pollutants, contaminants, waste or other environmental hazards);

(s) install, attach or otherwise keep or retain anything (including a ladder, pontoon or boat lifting device) other than a Vessel on, onto or at the Mooring or Jetty Complex without the Landlord's Consent;

(t) install electricity or water services to the Mooring or Jetty complex without:

  (i) the Landlord's Consent; and

  (ii) complying with the Patterson Lakes Jetty Guidelines; and

(u) refuel any Vessel at the Mooring or Jetty Complex, except in accordance with the Patterson Lakes Jetty Guidelines.

4.2 Positive obligations:

The Tenant must:

(a) moor all Vessels so as not to obstruct other users of the Reserve and Jetty Complex;

(b) provide Vessel registration details to the Landlord for all Vessels using the Mooring;

(c) move and/or remove any Vessel if required by an authorised officer of the Landlord;

(d) comply with any Law or Requirement of any Authority in relation to the use of the Jetty Complex or Mooring;

(e) ensure the Jetty Complex is securely moored in order to meet and continue to meet the minimum standards as required by the Landlord;

(f) immediately notify the Landlord upon becoming aware of all:

(i) damage, accident or defects to or on the Mooring or Jetty Complex;

(ii) circumstances likely to cause damage or injury to the Mooring or Jetty Complex of which the Tenant has notice (actual or constructive); and

(iii) notices received from an Authority with respect to the Mooring or Jetty Complex;

(g) comply with the latest edition of Melbourne Water's Patterson Lakes Jetty Guidelines; and

(h) keep the Jetty Complex and Mooring and the surrounding areas of the Reserve free from rubbish and remove all rubbish which accumulates in the area immediately surrounding them and any moored Vessels. If the Tenant fails to remove any rubbish in accordance with this clause the Tenant must pay the Landlord the Cost of removal of the rubbish.

4.3 Compliance by Tenant's Associates

The Tenant must ensure that the Tenant's Associates comply with the Tenant's obligations under this Lease.

4.4 Obligations regarding Jetty Complex

The Tenant must comply with its obligations under this Lease regarding the Jetty Complex even if other users of the Jetty Complex do not comply with those obligations.

4.5 No warranty as to use

The Landlord gives no warranty as to the suitability of the Mooring, Jetty Complex or Reserve or the use to which the Mooring, Jetty Complex or Reserve may be put. The Tenant accepts this Lease subject to all restrictions on the use of the Mooring, Jetty Complex or Reserve from time to time under any Law or Requirement.

5. Access to Mooring and Jetty Complex

If to gain access to the Mooring or the Jetty Complex, the Tenant must cross other land or the Reserve under the possession or control of the Landlord then:

(a) the Tenant must comply with the Requirements of the Landlord in relation to using that land or the Reserve;

(b) the Tenant must ensure that there is no interference by the Tenant with any other person using the land or the Reserve over which access is gained; and

(c) the Landlord grants the Tenant a non-exclusive licence for the Term to enter upon such land or the Reserve for the sole purpose of gaining access to the Jetty Complex or the Mooring.

6. Maintenance, Repairs, Alterations and Additions

6.1 Repairing obligations

(a) The Tenant must keep the Mooring and the Jetty Complex clean and tidy, in good order, repair and condition having regard to their state of repair and condition at the Commencement Date. That obligation excludes:

(i) fair wear and tear;

(ii) damage to the Mooring or Jetty Complex covered by any insurance taken out by the Landlord in respect of the Mooring or Jetty Complex except where the insurance money is irrecoverable through the act or omission of the Tenant or any of the Tenant's Associates; and

(iii) structural maintenance, replacement or repair unless arising from any act or omission of the Tenant or the Tenant's Associates or by its use of the Mooring or Jetty Complex.

(b) The Tenant must bear the Cost of making good all damage to the Mooring or Jetty Complex caused by an act or omission of the Tenant or of the Tenant's Associates or by its or their use of the Mooring or Jetty Complex.

(c) The Tenant must not carry out or permit to be carried out any repairs or make good any damage to the Mooring or Jetty Complex without first obtaining the Consent of the Landlord and complying with clause 6.6.

6.2 Landlord's right of inspection

The Landlord may enter the Mooring or Jetty Complex at any time to view the state and condition of the Mooring or Jetty Complex.

6.3 Enforcement of Tenant's covenants

(a) The Landlord may:

(i) notify the Tenant of any failure by the Tenant to observe its obligations under the terms, conditions and covenants of this Lease; and

(ii) require the Tenant to remedy the breach within a reasonable time.

(b) If the Tenant fails to remedy any default by the Tenant under this Lease it will be lawful for, but not obligatory on the Landlord (and without prejudice to any rights and powers arising from that default), to remedy that default at any time without notice to the Tenant.

(c) The Tenant must on demand reimburse the Landlord for that Cost.

6.4 Landlord may enter to repair or rectify default

(a) If:

(i) the Landlord wishes to carry out any repairs to the Mooring, Jetty Complex or Reserve which the Landlord considers necessary or desirable or which the Landlord is obliged to do under this Lease;

(ii) the Landlord elects to remedy any default by the Tenant of its obligations under this Lease; or

(iii) any Authority requires any repair or work to be undertaken on the Mooring, Jetty Complex or Reserve which the Landlord must or elects to do and which the Tenant is not required to do under this Lease,

the Landlord and those authorised by the Landlord may, at all reasonable times, enter the Mooring or Jetty Complex and carry out any of that work.

6.5 Alterations to Mooring or Jetty Complex

The Tenant must not make or permit any Proposed Work without the Landlord's Consent and the Approval of every relevant Authority.

6.6 Tenant to comply with Requirements

The Tenant acknowledges and agrees that any person carrying out Proposed Work on the Mooring or Jetty Complex, or other works to make good or repair the Mooring or Jetty Complex, must comply with all Laws, Requirements of any Authority and Requirements of the Landlord, including undertaking all current training and obtaining permits required by the Landlord.

6.7 Mooring / Jetty Complex additions – Maintenance

Any electricity or water services or any other thing installed on the Mooring or Jetty Complex must be installed in accordance with the Lease and:

(a) are, for the purposes of this Lease, Tenant's Fittings;

(b) must be maintained and repaired by the Tenant, at the Cost of the Tenant, in accordance with the requirements of all relevant Authorities and Laws; and

(c) must be removed by the Tenant if the Landlord so requests, at the Cost of the Tenant.

7. Assignment and Sub-Letting

7.1 No dealings

Subject to clause 7.2, the Tenant must not assign, sub-lease, licence, share possession, mortgage, transfer or otherwise deal with its interest in this Lease.

7.2 Sale of Related Premises

(a) The Landlord hereby consents to the Tenant assigning and transferring all rights, interests and obligations created under this Lease to a purchaser of the Related Premises on and from the Settlement Date provided always that the proposed assignee or transferee is the purchaser of the Related Premises, and if the Tenant:

(i) procures the purchaser of the Related Premises to deliver to the Landlord a Deed Poll executed by the purchaser of the Related Premises prior to or within 30 days after the purchaser becoming the registered proprietor of the Related Premises; and

(ii) has remedied any breach of this Lease of which the Tenant has received written notice from the Landlord.

(b) The Tenant must include in any contract for the sale of the Related Premises a condition requiring the purchaser of the Related Premises to complete and execute a deed poll in the form attached as Annexure B and deliver the executed deed poll to the Landlord on or before the Settlement Date (at no cost to the Landlord).

(c) Nothing in this clause 7 releases the Tenant from its obligations under this Lease in respect to the payment of any Rent in arrears, debts, levies, other monies due to the Landlord under this Lease which are outstanding.

(d) The Tenant must pay the Landlord's costs in the amount of **$350.00** in relation to an assignment of this Lease to a purchaser of the Related Premises pursuant to this clause 7.2.

7.3 Notification of Sale

The Tenant must notify the Landlord in writing prior to selling, assigning or letting the Related Premises and must provide the Landlord with the name(s), address and contact details of its proposed successor in title to, or occupant of, the Related Premises.

7.4 Mortgaging Tenant's interest in Mooring or Jetty Complex

The Tenant must not mortgage or charge this Lease or the Tenant's interest in the Mooring or Jetty Complex.

8. Insurance and Indemnities

8.1 Landlord to take out insurance

The Landlord will in connection with the Mooring and Jetty Complex, take out and maintain with insurers:

(a) public liability insurance for at least the amount in **Item 11** (as varied at the discretion of the Landlord); and

(b) insurance against the full replacement value of the Jetty Complex and Mooring.

8.2 Effect on Landlord's insurances

The Tenant must not do anything without the Landlord's Consent which will or may:

(a) increase the rate of any insurance maintained by the Landlord in respect of the Mooring or Jetty Complex;

(b) prejudice any insurance policy maintained by the Landlord in respect of the Mooring or Jetty Complex; or

(c) conflict with the Law or a Requirement or with the requirements of the Landlord's insurer relating to fires or fire safety or prevention or with the insurance policies maintained by the Landlord in respect of the Mooring or Jetty Complex.

8.3 Exclusion of Landlord's liability

(a) The use of the Mooring and Jetty Complex is at the sole risk of the Tenant and the Tenant releases the Landlord and the Landlord's Associates to the full extent permitted by Law from all Claims that the Tenant or the Tenant’s Associates or any person claiming by, through or under the Tenant may make against the Landlord and the Landlord's Associates except to the extent of any negligence of the Landlord or the Landlord's Associates.

(b) The Tenant releases the Landlord and the Landlord's Associates from all liability in respect of:

(i) any Claim relating to the real or personal property of the Tenant or other persons on the Mooring, Jetty Complex or those parts of the Reserve or beach immediately neighbouring the Mooring or Jetty Complex; and

(ii) all damage or injury to persons or property on the Mooring, Jetty Complex or those parts of the Reserve or beach immediately neighbouring the Mooring or Jetty Complex,

except to the extent the Claim, damage or injury is caused by the negligence of the Landlord or the Landlord's Associates.

8.4 Indemnities

Even if:

(a) a Claim results from something the Tenant may be authorised or obliged to do under this Lease; or

(b) a waiver or other indulgence has been given to the Tenant by the Landlord in respect of an obligation of the Tenant under this Lease,

the Tenant indemnifies and agrees to keep the Landlord indemnified in respect of all Claims for which the Landlord will or may be or become liable, whether during or after the

Term, in respect of or arising directly or indirectly from all loss, damage or injury to property or person caused or contributed to by:

(c) an act, default, or omission or neglect;

(d) default under this Lease;

(e) the use of the Mooring or Jetty Complex;

(f) the Tenant's Fittings;

(g) the installation, maintenance or removal of electricity or water services to the Mooring or Jetty Complex,

by or on the part of the Tenant or the Tenant's Associates except to the extent caused by the negligence of the Landlord or the Landlord's Associates.

8.5 Continuing obligations

Each indemnity in this Lease is a continuing obligation, separate and independent from the other obligations of the Tenant under this Lease and the liability of the Tenant in respect of any act, matter or thing which arises from a breach by the Tenant of the conditions and covenants contained in this Lease and on the Tenant's part to be performed and observed will continue despite the expiration of the Term or the termination of this Lease.

9. Damage and Destruction

9.1 Landlord to reinstate

Subject to clauses 9.2 and 15, if the Mooring or the Jetty Complex is damaged or destroyed so that the Mooring or Jetty Complex is substantially or wholly unfit for the use by the Tenant or is substantially or wholly inaccessible then the Landlord must expeditiously reinstate the Mooring or Jetty Complex substantially in accordance with its original design and specifications and for substantially the same uses unless prevented from doing so by Law.

9.2 No obligation to reinstate if Tenant at fault

Clause 9.1 does not oblige the Landlord to reinstate the Mooring or Jetty Complex where the damage or destruction is, or is likely to have been, caused, in part or in full, by any act or omission of the Tenant or the Tenant's Associates or by its or their use of the Mooring or Jetty Complex or by a breach of this Lease by the Tenant.

10. Landlord's Covenants

10.1 Quiet enjoyment

The Landlord covenants with the Tenant that if the Tenant observes and performs its obligations under this Lease, the Tenant may use the Mooring during the Term without any interruption by the Landlord or by any person claiming through or under the Landlord.

10.2 Structural maintenance

Except to the extent that it is the obligation of the Tenant, the Landlord must keep the Mooring and Jetty Complex in good structural repair.

11. Default and Determination

11.1 Termination on Notice of Default

Subject to clause 11.2, if the Tenant commits or permits any breach or default to occur in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Lease, and that breach or default is not remedied within 20 Business Days of the Tenant receiving written notice from the Landlord to do so, the Landlord may terminate this Lease.

11.2 Immediate termination

Notwithstanding any other provision of this Lease, the Landlord can, by giving written notice to the Tenant, immediately terminate this Lease and re-enter and take possession of the Mooring and Jetty Complex if in the Landlord's reasonable opinion, the Tenant:

(a) has intentionally or recklessly damaged the Mooring or Jetty Complex or any of the Landlord's property located on the Mooring, Jetty Complex or in the Reserve;

(b) acts in a manner that jeopardises the safety or amenity of the Mooring, Jetty Complex or Reserve or of the use of the Jetty Complex or Reserve by others;

(c) commits a breach of this Lease that is incapable of remedy; or

(d) commits a serious and persistent breach of this Lease.

11.3 Damages

The Landlord's entitlement to recover damages from the Tenant or any other person is not limited or affected by any of the following:

(a) the abandonment or vacation of the Mooring by the Tenant;

(b) the Landlord's election to determine this Lease;

(c) the Landlord's acceptance of the Tenant's repudiation; or

(d) the parties' conduct (or that of any of their employees or agents) constituting a surrender by operation of Law.

12. Tenant’s Obligations on Determination

12.1 Tenant to yield up and remove Tenant's Fittings

The Tenant must at the Date of Termination:

(a) vacate the Mooring and Jetty Complex in the state of repair and condition required by the covenants in this Lease;

(b) remove all the Tenant's Fittings from the Mooring and Jetty Complex; and

(c) leave the Mooring and Jetty Complex in a clean state and condition.

12.2 Tenant not to cause damage

The Tenant must in the removal of the Tenant's Fittings not cause or contribute to any damage to the Mooring or Jetty Complex and must bear the Cost of making good the damage caused by the installation or removal.

12.3 Failure to make good

If the Tenant fails to comply with its obligations under clauses 12.1 and 12.2, the Landlord may make good and/or clean the Mooring or Jetty Complex at the Cost of and as agent for the Tenant and recover from the Tenant the Cost to the Landlord of doing so as a liquidated debt payable on demand.

12.4 Failure by Tenant to remove Tenant's Fittings

If the Tenant fails to remove the Tenant's Fittings as required by clause 12.1 the Landlord may:

(a) cause the Tenant's Fittings to be removed and stored in the manner the Landlord in its absolute discretion thinks fit at the risk and at the Cost of the Tenant; or

(a) treat the Tenant's Fittings as if the Tenant had abandoned its interest in them and they had become the property of the Landlord, and deal with them in the manner the Landlord thinks fit without being liable in any way to account to the Tenant for them.

13. Notices

Any notice, demand, consent or other communication (a ***Notice***) given or made under this Lease:

(a) must be in writing and signed by the sender or a person duly authorised by the sender;

(b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand to the address specified in **Item 3** or the address last notified by the intended recipient to the sender; and

(c) will be conclusively taken to be duly given or made:

    (i) in the case of delivery in person, when delivered; and

    (ii) in the case of delivery by post, four Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country),

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

14. Easements

The Landlord may for:

(a) the purpose of provision of public or private access to the Mooring, Jetty Complex or Reserve;

(b) the purpose of rectifying any encroachment;

(c) the support of structures in the future erected on or from adjoining land; or

(d) a Service,

dedicate land or transfer, grant or create or take the benefit of an easement or other right to or from, or enter into an arrangement or agreement with, the owners, occupiers or others having an interest in land near the Mooring or with an Authority (under a valid and enforceable requirement of that Authority) as the Landlord thinks fit. This Lease will be taken to be subject to that easement or other right as envisaged by this clause and the Tenant will promptly on request by the Landlord consent to that easement or other right.

15. Relocation

If the Landlord considers it necessary or desirable for the use or development of the Reserve, the Landlord can, upon giving the Tenant at least 60 Business Days' notice, relocate the Mooring or Jetty Complex to another location as near as practicable to the Related Premises.

16. No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Lease does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

17. Rights Cumulative

Subject to any express provision in this Lease to the contrary, the rights, powers and remedies provided to a party in this Lease are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any agreement.

18. Amendment

This Lease may be amended only by another deed executed by all the parties.

19. Further Assurances

Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Lease and the transactions contemplated by it.

20. No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Lease. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

21. Severability of Provisions

Any provision of this Lease that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Lease nor affect the validity or enforceability of that provision in any other jurisdiction.

22. Governing Law and Jurisdiction

This Lease is governed by the laws of Victoria. In relation to it and non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

23. Counterparts

This Lease may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Schedule

Reference Schedule

1.	Landlord	**Melbourne Water Corporation**
2.	Tenant	**Raouf Mirhom, Suzette Mirhom and Mirhom Medical Services Pty. Ltd.**
3.	Address for service	**Landlord** 990 La Trobe Street Docklands VIC 3008 Attention: Patterson Lakes Maintenance Coordinator **Tenant** Attention: Raouf, Suzette Mirhom and **Mirhom Medical Services Pty. Ltd.** of 49 Myola Street, Patterson Lakes VIC 3197
4.	Related Premises	The whole of the land described in Certificate of Title Volume 9373 Folio 863, known as 230 Gladesville Boulevard Patterson Lakes VIC 3197
5.	Mooring	Mooring number 096-230, being the mooring identified on the plan attached as Annexure A.
6.	Term	From the Commencement Date to the Expiry Date
7.	Commencement Date	3 February 2020
8.	Expiry Date	1 January 2079
9.	Rent	$1.00 per annum
10.	Permitted Use	Mooring a single Vessel of up to 9 x 3.7 metres length overall (LOA) for private, non-commercial use only.
11.	Public Liability Cover	$20 million

Executed as a deed for and on behalf of **Melbourne Water Corporation** by:

DocuSigned by: Graeme Younger
E47335CD9309458...

Authorised Officer
Graeme Younger

Print Name
9/7/2026

Date

Signed by: JL Collins
26942825BA6A482...

Witness
JL Collins

Print Name
9/7/2026

Date

Signed Sealed and Delivered by **Raouf Mirhom** in the presence of

Signature

RAOUF MIRHOM

Print Name

16/6/26

Date

Witness signature

Jimmy Morcos
Level 35, 477 Collins Street, Melbourne VIC 3000
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

Print Name

16/06/2026

Date

Signed Sealed and Delivered by **Suzette Mirhom** in the presence of

Suzette Mirhom

Signature

SUZETTE MIRHOM

Print Name

Date 16/6/26

Witness signature

Jimmy Morcos
Level 35, 477 Collins Street, Melbourne VIC 3000
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

Print Name

Date 16/06/2026

Executed by Mirhom Medical Services Pty. Ltd.)
ACN 066 726 627)
in accordance with s 127(1) of the *Corporations Act 2001*:

	Suzette Mirhom
Signature of Director	Signature of Director/Company Secretary
RAOUF MIRHOM	SUZETTE MIRHOM
Print full name	Print full name

Annexure A

Plan

ArcGIS Web Map

Mooring Lease Plan
DJT096-230
230 Gladesville Blvd.
Patterson Lakes

KEY

- Mooring Leased Area
- Melbourne Water land asset

Whilst every effort has been taken in collecting, validating and providing the attached data, Melbourne Water Corporation makes no representations or guarantees as to the accuracy or completeness of this data. Any person or group that uses this data does so at its own risk and should make their own assessment and investigations as to the suitability and/or application of the data. Melbourne Water Corporation shall not be liable in any way to any person or group for loss of any kind including damages, costs, interest, loss of profits or special loss or damage, arising from any use, error, inaccuracy, incompleteness or other defect in this data.

N

Melbourne Water

Annexure B

Deed Poll

Deed Poll

Melbourne Water Corporation

Deed Poll

Dated

Made by

Name	
Address	
Contact	
Short name	**Assignee**

In favour of

Name	**Melbourne Water Corporation**
Address	990 Latrobe Street, Docklands
Contact	Property Officer, Leases & Licences
Short name	**Landlord**

Background

A. The Landlord leases the Mooring to the Tenant pursuant to the Lease.

B. The Tenant is, or was, the registered proprietor of the related premises. The Tenant has sold the related premises to the Assignee.

C. The Tenant has assigned the Lease to the Assignee in accordance with the terms of the Lease.

D. The Assignee acknowledges and agrees to be bound by the terms of the Lease from the settlement date on the terms and conditions set out in this Deed.

This Deed Witnesses

1. Definitions

In this Deed:

Deed means this deed poll.

Lease means the lease of the related premises between the Landlord and the Tenant, a copy of which is attached in Schedule 1.

Mooring has the same meaning as set out in the Lease.

registered proprietor has the meaning given to that term under the *Transfer of Land Act 1958* (Vic).

related premises has the same meaning as set out in the Lease.

settlement date means the date on which the sale of the related premises from the Tenant to the Assignee is completed.

Tenant means the registered proprietor (for the time being) of the related premises.

2. Consent & Acceptance

2.1 The Assignee covenants in favour of the Landlord that, on and from the settlement date, the Assignee:

2.1.1 accepts an assignment of the Lease; and

2.1.2 agrees to observe, perform, comply with and be bound by all the terms of the Lease as if it were named as the Tenant in the Lease and those obligations were set out in full in this Deed.

2.2 The Assignee acknowledges and agrees that:

2.2.1 it has received a copy of the Lease;

2.2.2 the Lease remains in full force and effect;

2.2.3 the Landlord may exercise all rights and obligations under the Lease against the Assignee as if the Landlord and the Assignee were parties to the Lease, and those obligations were set out in full in this Deed; and

2.2.4 it will:

(a) ensure that this Deed is brought to the attention of any successor in title of the related premises; and

(b) procure that any successor in title of the related premises complete and execute a similar deed poll and deliver the executed deed poll to the Landlord on or before the settlement date under the contract of sale for the related premises.

3. Warranties

The Assignee represents and warrants to the Landlord that, as at the date of this Deed:

3.1 it is, or is entitled to be, the registered proprietor of the related premises;

3.2 it has the power and authority to execute this Deed and perform and observe all its terms; and

3.3 this Deed has been duly executed and is a legal, valid and binding Deed, enforceable against the Assignee in accordance with its terms.

4. General

4.1 Governing law

This Deed is governed by the law applying in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

4.2 Interpretation

In this Deed, unless expressed to the contrary:

4.2.1 words denoting the singular include the plural and vice versa;

4.2.2 the word 'includes' in any form is not a word of limitation;

4.2.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

4.2.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Deed; and

4.2.5 no rule of construction applies to the disadvantage of the party preparing this Deed on the basis that it prepared or put forward this Deed or any part of it.

4.3 Variation

This Deed may only be varied by a document executed by the parties.

4.4 Liability

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

4.5 Severability

4.5.1 Any provision of this Deed that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

4.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Deed that is unlawful or unenforceable will be severed from this Deed and the remaining provisions continue in force.

4.6 Waiver

The failure of a party at any time to insist on performance of any provision of this Deed is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Deed.

4.7 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Deed.

4.8 No merger

The warranties, undertakings, agreements and continuing obligations in this Deed do not merge on completion of the transactions contemplated by this Deed.

4.9 Assignment

The Assignee must not sell, transfer, delegate, assign or licence any right or obligation under this Deed without the Landlord’s prior written consent.

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5. Nature of Deed

This Deed is a deed poll and is made for the benefit of the Landlord and may be relied on and enforced by the Landlord in accordance with its terms even though the Landlord is not a party to it.

Signing Page

Executed as a deed poll by the Assignee

Signed by ________________________________ in the presence of:	))	....
.... Witness		
Signed by ________________________________ in the presence of:	))	....
.... Witness		

Executed by ________________________________)
ACN ________________________________ in)
accordance with s 127(1) of the *Corporations Act 2001*:

....	
Signature of Director	Signature of Director/Company Secretary
....	
Print full name	Print full name

Executed by ________________________________)
ACN ________________________________ in)
accordance with s 127(1) of the *Corporations Act 2001*:

....	Signature of Sole Director and Sole Company Secretary
....	Print full name

Schedule 1 Lease

Property Clearance Certificate
Land Tax

STATE REVENUE OFFICE VICTORIA

SUNNY OAKS CONVEYANCING

Your Reference:	26/303
Certificate No:	99214258
Issue Date:	18 MAY 2026
Enquiries:	MXH10

Land Address: 230 GLADESVILLE BOULEVARD PATTERSON LAKES VIC 3197

Land Id	Lot	Plan	Volume	Folio	Tax Payable
15096652	159	133754	9373	863	$0.00

Vendor: MIRHOM MEDICAL SERVICES PTY LTD, SUZETTE MIRHOM & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
DR RAOUF WISSA YOUSSEF MIRHOM	2026	$1,950,000	$16,208.26	$0.00	$0.00

Comments: Land Tax of $16,208.26 has been assessed for 2026, an amount of $16,208.26 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$2,250,000
SITE VALUE (SV):	$1,950,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 99214258

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $14,325.00

Taxable Value = $1,950,000

Calculated as $11,850 plus ($1,950,000 - $1,800,000) multiplied by 1.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $22,500.00

Taxable Value = $2,250,000

Calculated as $2,250,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 99214258

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: 99214258

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

SUNNY OAKS CONVEYANCING

Your Reference:	26/303
Certificate No:	99214258
Issue Date:	18 MAY 2026
Enquires:	MXH10

Land Address: 230 GLADESVILLE BOULEVARD PATTERSON LAKES VIC 3197

Land Id	Lot	Plan	Volume	Folio	Tax Payable
15096652	159	133754	9373	863	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$2,250,000
SITE VALUE:	$1,950,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99214258

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

SUNNY OAKS CONVEYANCING

Your Reference:	26/303
Certificate No:	99214258
Issue Date:	18 MAY 2026

Land Address: 230 GLADESVILLE BOULEVARD PATTERSON LAKES VIC 3197

Lot	Plan	Volume	Folio
159	133754	9373	863

Vendor: MIRHOM MEDICAL SERVICES PTY LTD, SUZETTE MIRHOM & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 99214258

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 99214256

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: 99214256

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

PROPERTY REPORT

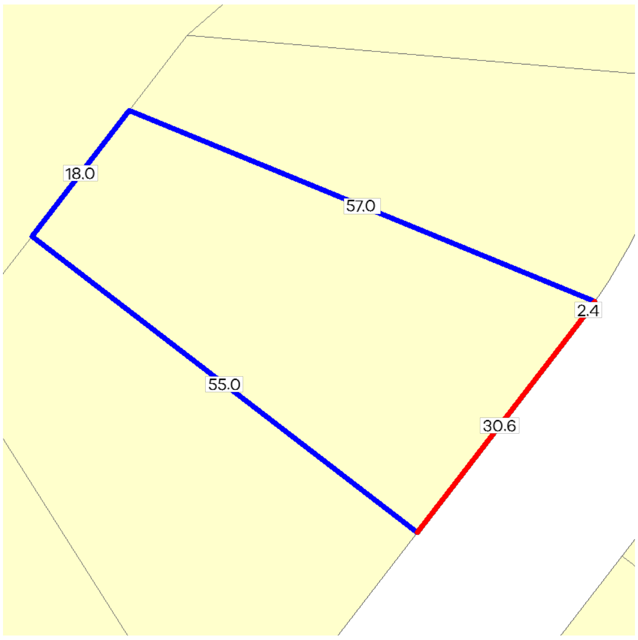
Created at 18 May 2026 10:00 AM

PROPERTY DETAILS

Address:	**230 GLADESVILLE BOULEVARD PATTERSON LAKES 3197**
Lot and Plan Number:	**Lot 159 LP133754**
Standard Parcel Identifier (SPI):	**159\LP133754**
Local Government Area (Council):	**KINGSTON** www.kingston.vic.gov.au
Council Property Number:	**443297**
Directory Reference:	**Melway 97 H8**

SITE DIMENSIONS

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



Area: 1403 sq. m
Perimeter: 163 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**CARRUM**

PLANNING INFORMATION

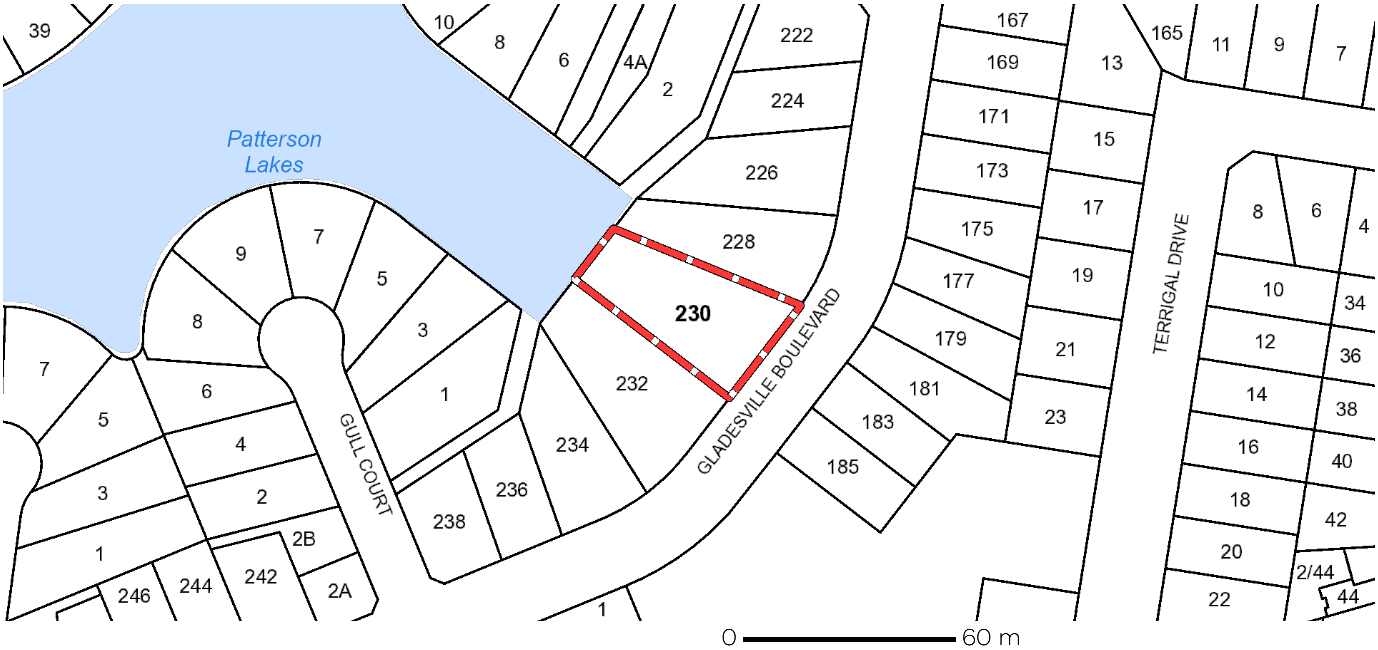
Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

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

Energy, Environment and Climate Action

Area Map



Selected Property

Water area

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 18 May 2026 10:00 AM

PROPERTY DETAILS

Address:	**230 GLADESVILLE BOULEVARD PATTERSON LAKES 3197**	
Lot and Plan Number:	**Lot 159 LP133754**	
Standard Parcel Identifier (SPI):	**159\LP133754**	
Local Government Area (Council):	**KINGSTON**	www.kingston.vic.gov.au
Council Property Number:	**443297**	
Planning Scheme:	**Kingston**	Planning Scheme - Kingston
Directory Reference:	**Melway 97 H8**	

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**CARRUM**

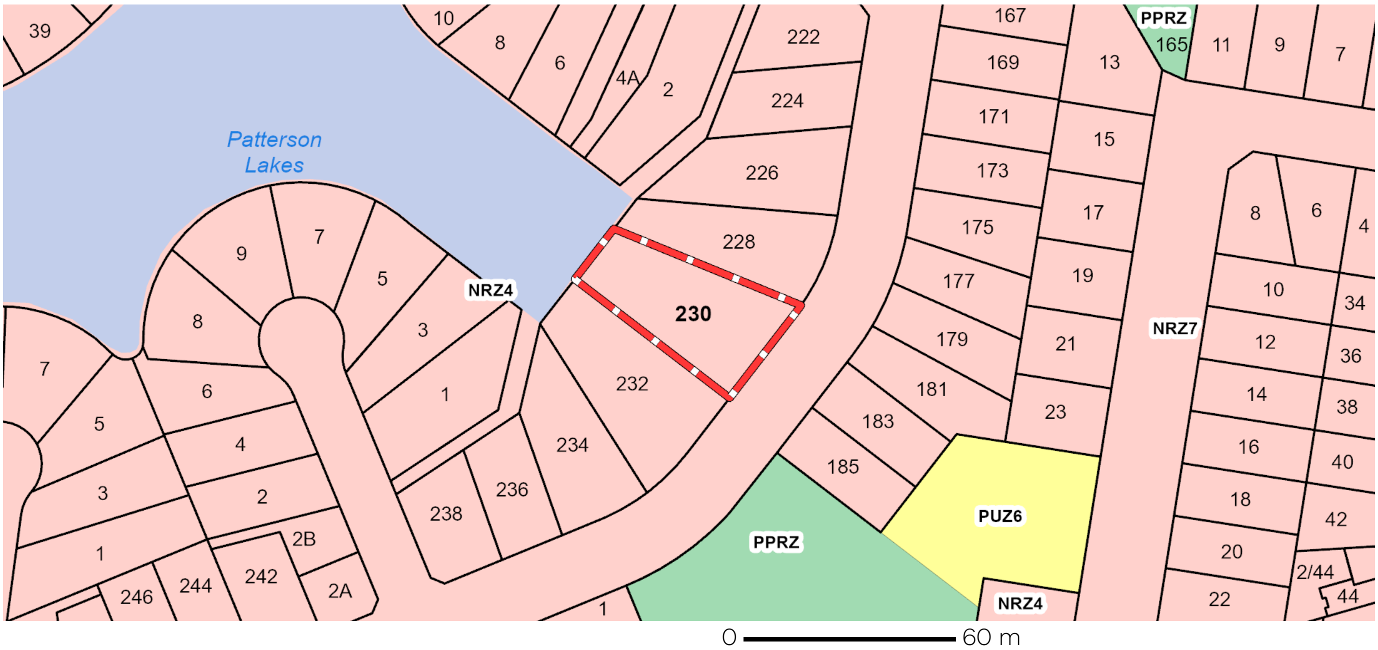
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



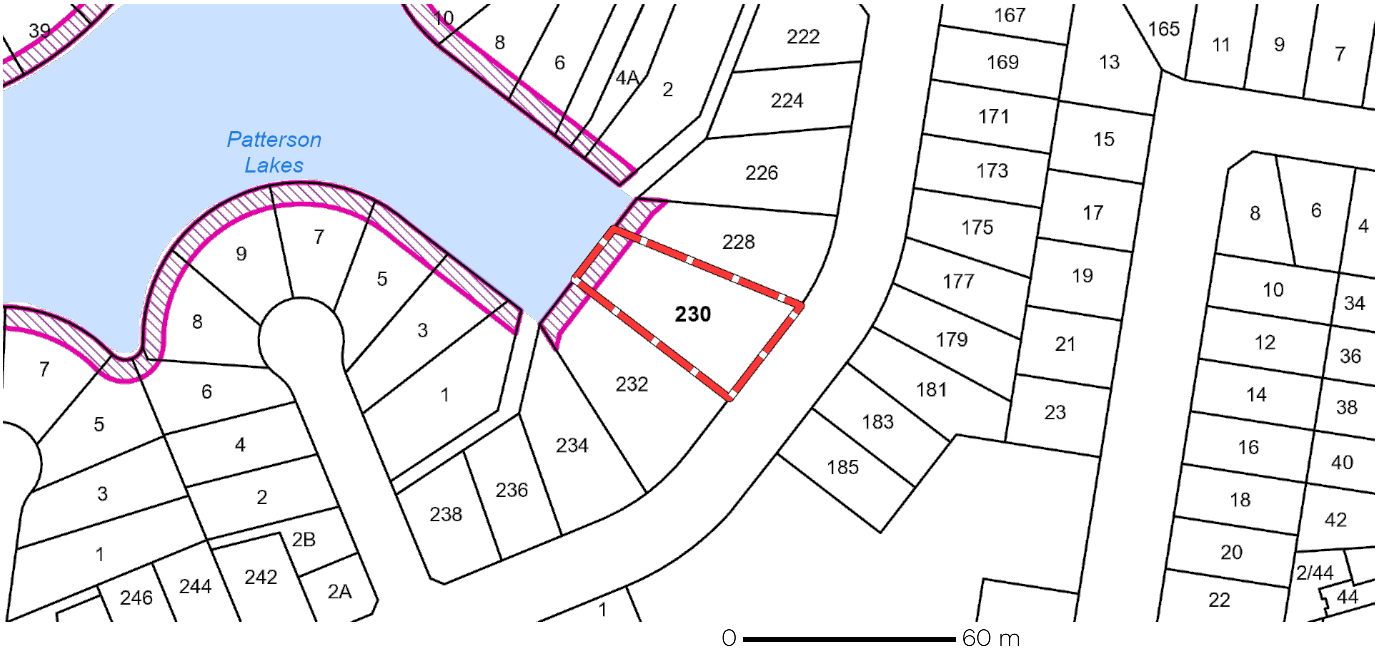
NRZ - Neighbourhood Residential | **PPRZ - Public Park and Recreation** | **PUZ6 - Public Use-Local Government** | **Water area**

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)

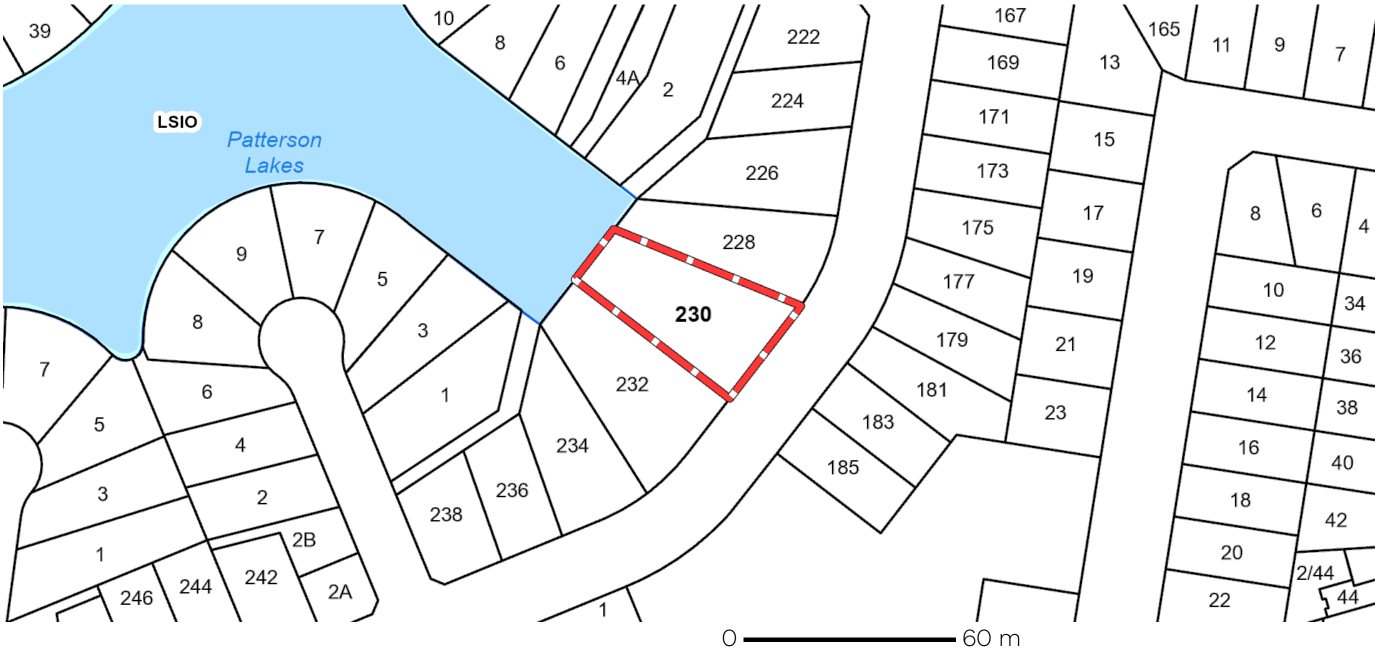


DDO - Design and Development Overlay **Water area**

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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



LSIO - Land Subject to Inundation Overlay **Water area**

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

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

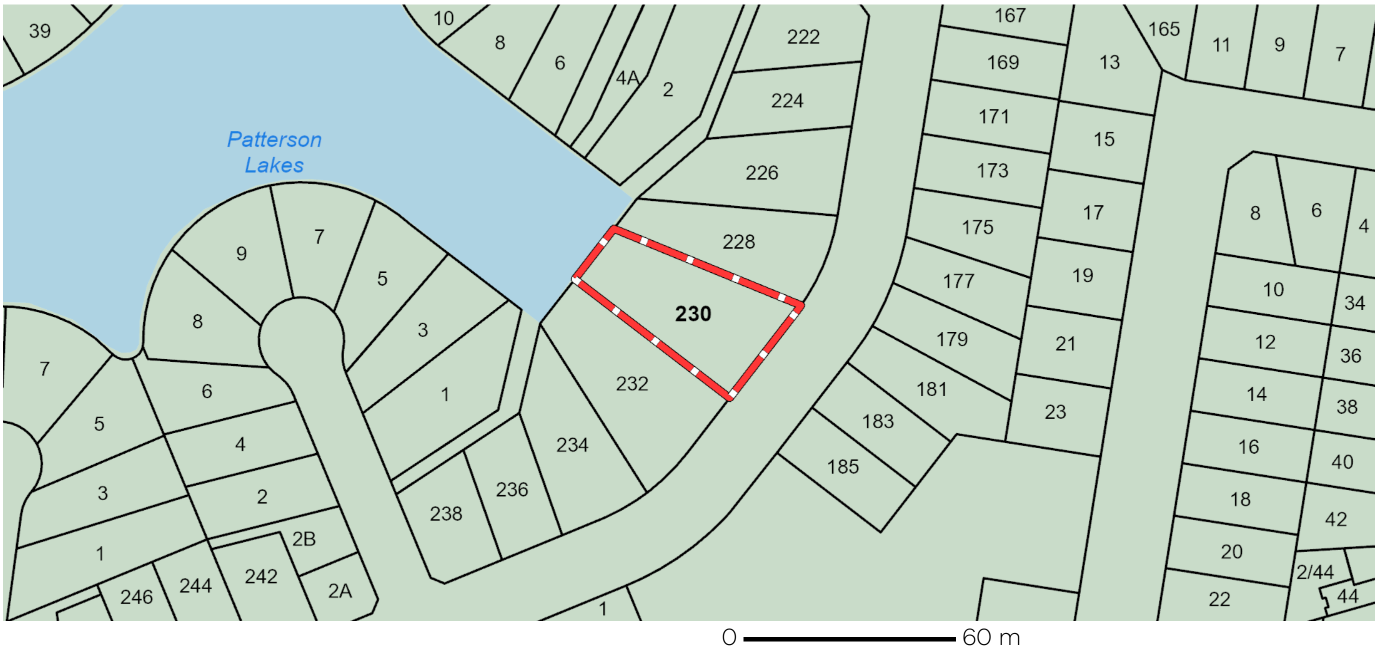
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to
https://heritage.achris.vic.gov.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018,
can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation



Aboriginal Cultural Heritage

Water area

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 14 May 2026.

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

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

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

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

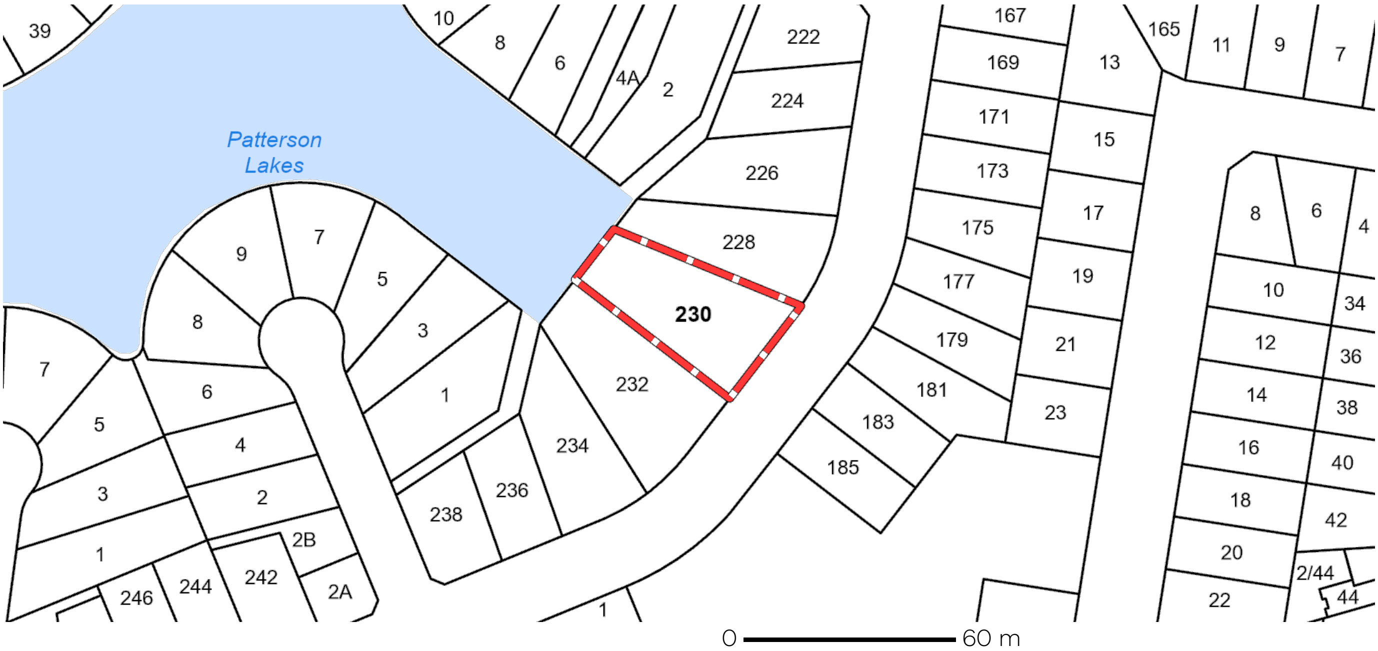
For other information about planning in Victoria visit https://www.planning.vic.gov.au

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas **Water area**

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

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

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

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)