

# Contract of sale of land

**Property address**                      **UNIT 6, 26 WANTIRNA ROAD, RINGWOOD VIC 3134**

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

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

..... on ...../...../2025.

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

.....

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

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2025.

**Print name(s) of person(s) signing:**                      Larry James Parkinson and Lorraine Mavis Gray

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

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

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Name:	O'Brien Real Estate Blackburn			
Address:	98 South Parade, Blackburn VIC 3130			
Email:	anthony.molinaro@obrienrealestate.com.au			
Tel:	9894 2044	Mob:	Fax:	Ref: Anthony Molinaro

#### Vendor

Name:	Larry James Parkinson and Lorraine Mavis Gray			
Address:	Apartment 6, 26 Wantirna Road, Ringwood VIC 3134			
ABN/ACN:				
Email:	larryparkinson37@gmail.com maisiegray48@gmail.com			

#### Vendor's legal practitioner or conveyancer

Name:	Williams & Lay			
Address:	13 Castella Street, Lilydale VIC 3140 PO Box 125, Lilydale VIC 3140			
Email:	kevin@williamslay.com.au			
Tel:	03 9737 6100	Fax:	DX:	Ref: KY:25/11382

#### Purchaser

Name:				
Address:				
ABN/ACN:				
Email:				

#### Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Fax:	DX:	Ref:

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9364	Folio	784	6	RP 14591

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 6, 26 Wantirna Road, Ringwood VIC 3134

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

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

**Payment**

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box

is checked, in which case the property is sold subject to:

- ☐ a lease, refer to the lease attached to the vendors statement.

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_  
(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

**Building report**

- ☐ General condition 21 applies only if the box is checked

**Pest report**

- ☐ General condition 22 applies only if the box is checked

# Special Conditions

**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*

## General Conditions Amended

1. The General Conditions are varied as follows:-
  1. General Condition 12, 14.7(a), 14.7(b), 31.4, 31.5 and 31.6 are deleted.
  2. General Condition 23.3 is amended to include the word "current" after the word "provide". The Purchaser will be in default of the Contract unless this condition is adhered to, which does not merge upon Settlement.
  3. General Condition 20.2(c) is to include the words 'on bank letterhead' after the words 'written evidence'.

## Vendor Statement

2. The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the Property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims or demands in respect thereof. The Purchaser has made a physical inspection of the Property and made its own investigations regarding the improvements constructed at the Property, if any.

## For Sale by Auction

3. If the Property is offered for sale by public auction, subject to the Vendor's reserve price, the Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## Restrictions Affecting the Land

4. The Purchaser buys the land subject to any prohibition or restriction affecting the land or the use of the development of it whether imposed by any act, ordinance, regulation, by-law, planning scheme, interim development order or other statutory enactment or order of court of otherwise and whether actual or potential or otherwise.

## Purchaser Enquiries

5. The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf, and accepts the property subject to:
  1. Its present condition and state of repair;
  2. All defects latent and patent;
  3. Any infestations and dilapidation;
  4. Any asbestos material that may be present at the property;
  5. All existing, water, sewerage, drainage and plumbing services and connections in respect of the property;
  6. Any Section 173 Agreement entered into by the Vendor, registered on title;
  7. Any statute, order, regulation, by-law and local law, restriction and condition imposed on the Property by or with the authority of any Authority including under the Planning Permit or as a result of any Section 173 Agreement or under any applicable planning scheme and any other applicable planning controls.
  8. Any requirements of any responsible authority relating to planning or zoning at the property or any overlays that affect the property;
  9. Any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
  10. The Purchaser has made their own enquiries as to the current state of repair and general condition of any solar panels and associated equipment that may be included with the sale, and will not hold the Vendor liable to reinstate any solar panels or associated equipment that may or may not be working as at day of sale or upon Settlement of the matter. This special condition does not merge upon completion.

## Purchaser May Not Rescind

6. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by Special Condition 5, which does not merge upon completion.

**Misdescription**

7. The Purchaser must not make any objection or claim for compensation, or refuse or delay payment of the Purchase Price, because of:
- 1 any misdescription of the Land;
  - 2 any deficiency in its area or measurement;
  - 3 any failure to comply with a law relating to the Property or a requirement of any Government Agency; or
  - 4 any improvements not being erected within the boundaries of the Land.

**Purchaser Guarantee**

8. In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the attached Guarantee and Indemnity Form. It is the obligation of the Corporate Purchaser to procure the signature of each of its Director(s) and the Corporate Purchaser warrants that such persons are capable of binding the Corporate Purchaser to this Contract. The Corporate Purchaser shall indemnify the Vendor for any loss, liability or damage caused to the Vendor as a result of failing to have this Contract duly signed by persons capable of binding the Corporate Purchaser

**Joint & Several**

9. If there is more than one Purchaser the agreements and the obligations of the Purchasers under this Contract shall bind them jointly and each of them severally.

**The Proportions**

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

**Additional Duty**

11. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional Duty which may be assessed as a result of the variation.

**Vendor Indemnity**

12. The Purchasers fully indemnify the Vendor, the Vendor's agent's and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional Duty payable as a result of the proportions in the Transfer differing from those in the Contract.
13. This Special Condition will not merge on completion.

**Vendor Entitlements**

14. If the purchaser defaults in compliance with any of the terms and conditions of this Contract then in addition to any rights the vendor is entitled to under this Contract the purchaser shall pay:
- 1 interest as provided in this contract,
  - 2 all expenses incurred by the Vendor as a result of such breach including interest, fees and charges payable by the Vendor to a mortgagee of the Land
  - 3 any penalty payable by the vendor through any delay in completion of the vendor's purchase of another property
  - 4 all expenses incurred by the vendor in obtaining bridging finance in connection with the purchase of another property, including interest, fees and charges on such bridging finance;
  - 5 all legal costs incurred by the vendor, including but not limited to the costs of and incidental to the preparation and service of a notice of default, calculated on a solicitor/conveyancer and own client basis;
  - 6 Storage and removal expenses necessarily incurred by the vendor;
  - 7 Costs and expenses between the vendor's conveyancer/solicitor and the vendor;
  - 8 Settlement re-booking fees payable to the vendor's conveyancer/solicitor at settlement; and
  - 9 Penalties, interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the contract by the purchaser.

**Land Tax and Windfall Gains Tax**

15. 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 applies.
16. General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

**Services**

17. The Purchaser must pay the connection fee for any service not connected to the Property at Settlement. The Purchaser must pay the reconnection fee (if any) for any service disconnected prior to Settlement.

**Entire Agreement****18.**

The purchaser admits that this Contract constitutes the whole of the agreement made between the vendor and the purchaser. The purchaser acknowledges that there are no conditions, obligations, representations, terms or warranties (except those contained herein) relating to the sale of the property, including any made by the Vendor or its agents unless these are set out in the Contract.

**FIRB Approval****19.**

The Purchaser(s) warrants to the Vendor(s), as an essential term of this Contract, that the acquisition of the property by the Purchaser(s) does not fall within the scope of the *Foreign Acquisitions and Takeovers Act 1975* and is not examinable by FIRB and agrees that if the warranty in this Special Condition is breached, the Purchaser(s) will indemnify the Vendor(s) against any claims which the Vendor(s) suffers as a direct or indirect result of a breach of that warranty.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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



- (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

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

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after

the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

## 19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

## 20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender

approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

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

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

## 21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

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

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

## 22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

## 23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (c) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.



27.4 Any document properly sent by:

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

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

## 28. NOTICES

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

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

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

## 32. BREACH

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

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

## **GUARANTEE AND INDEMNITY**

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

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

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

## SCHEDULE

Vendor: Larry James Parkinson and Lorraine Mavis Gray

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

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

**LARRY JAMES PARKINSON AND LORRAINE MAVIS GRAY**

and

and

---

**GUARANTEE & INDEMNITY**

---

Williams & Lay  
13 Castella Street  
LILYDALE VIC 3140

Tel: 03 9737 6100

Ref: KY:25/11382

# Vendor Statement

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

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

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

Land	UNIT 6, 26 WANTIRNA ROAD, RINGWOOD VIC 3134
------	---

Vendor's name	Larry James Parkinson	Date	/ /
Vendor's signature	<div></div>		
Vendor's name	Lorraine Mavis Gray	Date	/ /
Vendor's signature	<div></div>		

Purchaser's name	Date
Purchaser's signature	/ /
Purchaser's name	Date
Purchaser's signature	/ /

## 1. FINANCIAL MATTERS

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

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

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

Not Applicable

### 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?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> 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

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

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.

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

## 9. TITLE

Attached are copies of the following documents:



9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

(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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 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)*

Register Sarch Statement

Copy of Plan

Land Information Certificate  
Building Approvals Certificate  
Water Information Statement  
Owners Corporation Certificate  
Land Tax Certificate  
Owner Builder Report  
Vic Roads Certificate  
Property Planning Report

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

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

VOLUME 09364 FOLIO 784

Security no : 124123227062U

Produced 28/03/2025 10:47 AM

LAND DESCRIPTION

Lot 6 on Registered Plan of Strata Subdivision 014591.

PARENT TITLE Volume 09354 Folio 382

Created by instrument H864730 15/02/1980

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

LARRY JAMES PARKINSON of 24 REILLY STREET RINGWOOD VIC 3134

LORRAINE MAVIS GRAY of 36 ELLIS ROAD YARRA GLEN VIC 3775 Executor(s) of

BRENDA MAVIS PARKINSON deceased

AY843211E 03/02/2025

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP014591 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY815100X (E)	CONV PCT & NOM ECT TO LC	Completed	24/01/2025
AY843211E (E)	TRANSMISSION APPLICATION	Registered	03/02/2025

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

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

Street Address: UNIT 6 26 WANTIRNA ROAD RINGWOOD VIC 3134

ADMINISTRATIVE NOTICES

NIL

eCT Control 24441G GLN CONVEYANCING / WILLIAMS & LAY LAWYERS  
Effective from 03/02/2025

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. RP014591

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>RP014591</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>08/04/2025 09:50</b>

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<b>PLAN OF STRATA SUBDIVISION</b>		<b>EDITION 1</b>	<b>RP014591</b>
<b>LOCATION OF LAND</b> PARISH: RINGWOOD TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 6 (PART) TITLE REFERENCE: VOL. 9354 FOL. 382 LAST PLAN REFERENCE: - DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 26 WANTIRNA ROAD, RINGWOOD. 3134.		<b>FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT</b>  <b>SURVEYOR'S CERTIFICATE</b> Surveyor: ELLIOT WILLIAM MAHON Certification Date: 02/01/1980  <b>SEAL OF MUNICIPALITY AND ENDORSEMENT</b> Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF RINGWOOD on 12/02/1980  <b>REGISTERED DATE: 15/02/1980</b>  <b>PLAN UPDATED BY REGISTRAR IN AN661031Q 12/10/2022</b>	

ARLINGTON STREET

WANTIRNA ROAD

LENGTHS ARE IN METRES

DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION  
THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

<b>EASEMENT INFORMATION</b>					
<b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
<b>ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN</b>					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

MEASUREMENTS ARE IN METRES
SHEET 1 OF 2



# PLAN OF STRATA SUBDIVISION

RP014591

## LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 6 ARE SINGLE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 1 TO 6 IS TWO METRES BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.  
THE UPPER BOUNDARY OF THESE LOTS IS TWELVE METRES ABOVE ITS LOWER BOUNDARY.

NO LOT IS AN ACCESSORY LOT.

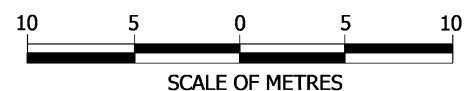
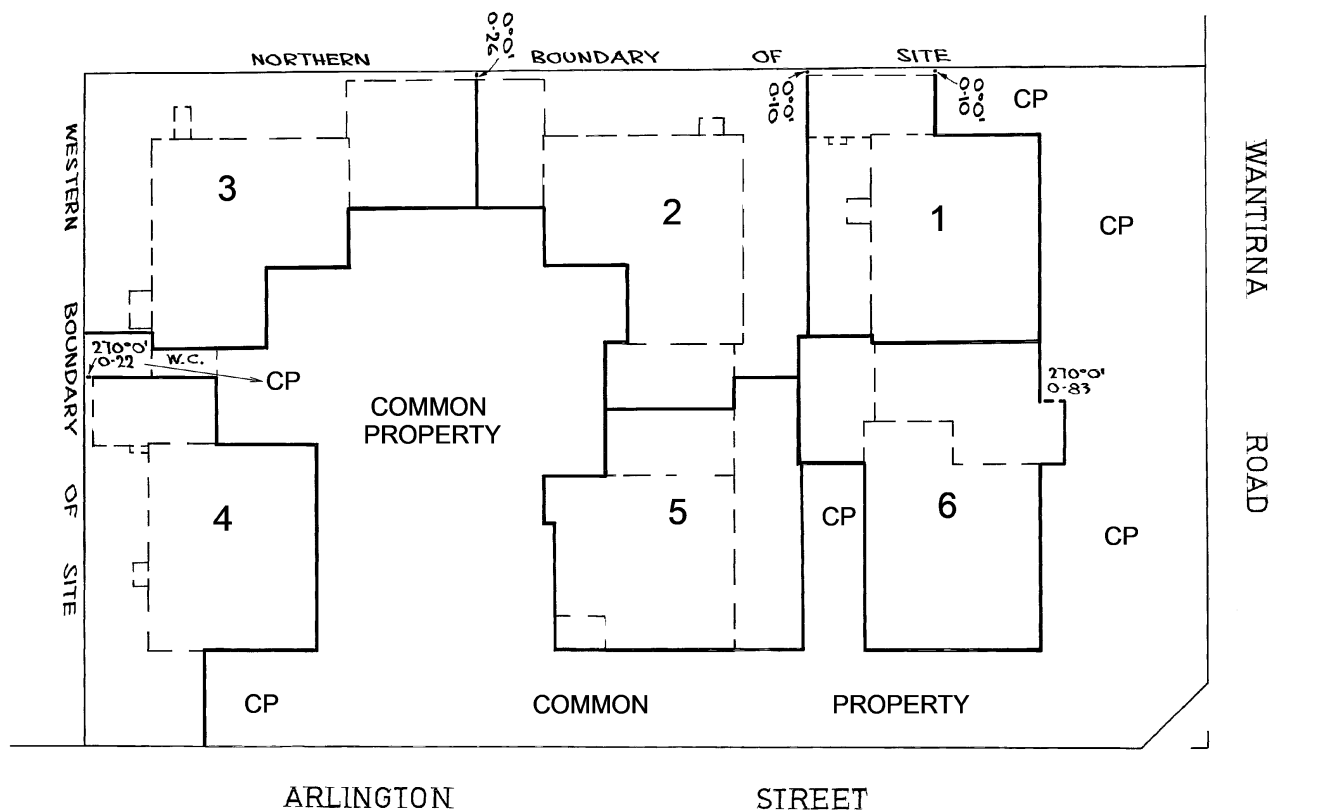
COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 08/04/2025 09:50:36 AM

**OWNERS CORPORATION  
PLAN NO. RP014591**

The land in RP014591 is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 6.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SUITE 4 178 MOUNT DANDENONG ROAD RINGWOOD EAST VIC 3135

AC350659V 25/09/2003

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	17	17
Lot 2	17	17
Lot 3	17	17
Lot 4	17	17
Lot 5	14	14
Lot 6	18	18



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 08/04/2025 09:50:36 AM

**OWNERS CORPORATION**  
**PLAN NO. RP014591**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
<b>Total</b>	<b>100.00</b>	<b>100.00</b>

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

Statement End.

**LAND INFORMATION CERTIFICATE**

Local Government (General) Regulations 2015  
Section 229 Local Government Act 1989



**SERV**  
**DX250639**  
**Melbourne**

**Certificate No:** 98105  
**Applicant Ref:** 76420466-016-2:82005  
**Date:** 8 April 2025

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local Law of the Council.

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

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

**SUNDRY INFORMATION**

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2025 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

**PROPERTY INFORMATION**

Assessment number: 106517

Property Location: 6/26 Wantirna Road  
Ringwood VIC 3134  
Lot 6 RP 14591

Title Details: CT-9364/784

AVPCC/Land Use: 120 - Single Unit/Villa Unit/Townhouse

**Valuations**

Site Value: \$290,000  
Capital Improved Value: \$490,000  
Nett Annual Value: \$24,500  
Relevant Date: 1<sup>st</sup> January 2024

**ADDITIONAL INFORMATION****Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

**RE: 6/26 Wantirna Road  
Ringwood VIC 3134**

**Certificate No:**

**98105**

### **FINANCIAL INFORMATION**

<b>Assessment No:</b>	1065176		
<b><u>RATES &amp; CHARGES</u></b>	<b><u>LEVIED</u></b>	<b><u>REBATES</u></b>	<b><u>BALANCE</u></b>
Arrears			0.00
General Rate	937.50	-259.50	678.00
Waste Service Charge	365.00	0.00	365.00
State Government Fire Levy MFB	0.00	0.00	0.00
State Government Fire Levy CFA	174.60	-50.00	124.60
Municipal Charge	0.00	0.00	0.00
Bank Fees	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-1,167.60
Less Overpayments			0.00
<b><u>ASSESSMENT TOTAL</u></b>			<b><u>\$0.00</u></b>

**TOTAL BALANCE**

**\$0.00**

#### **BPAY Payment Details**

**Biller Code: 118992**

**Reference Number:0010651768**

Please ensure a **Notice of Acquisition**  
is sent directly to Council at:  
[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au)

### **POTENTIAL LIABILITIES**

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Revenue Services  
**Maroondah City Council**

#### **Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

Telephone Enquiries: 03 9298 4327  
Your Reference: 76614901-017-0:82415  
Reg 51 (1)



30 April 2025

SERV  
DX250639  
Melbourne

Dear Sir/Madam

**Re: 6/26 Wantirna Road, Ringwood VIC 3134 Lot 6 RP 14591**

I refer to your request for information available from Council records concerning the above property.

No Building Permits have been issued in the last 10 years.

**No Building Notices or Orders are outstanding against this property.**

**Combined Allotments**

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

**Subdivision of an existing building**

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is registered and fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <https://www.maroondah.vic.gov.au/Residents-property/Swimming-pool-and-spa-registration-and-fencing>

Yours faithfully

*Leanne Wilson*

**Leanne Wilson**  
**Municipal Building Surveyor**

**Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

8th April 2025

Williams & Lay Lawyers C/- InfoTrack (Smokeball) C  
LANDATA

Dear Williams &amp; Lay Lawyers C/- InfoTrack (Smokeball) C,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	6/26 WANTIRNA ROAD RINGWOOD 3134
<b>Applicant</b>	Williams & Lay Lawyers C/- InfoTrack (Smokeball) C LANDATA
<b>Information Statement</b>	30931635
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	415223

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	6/26 WANTIRNA ROAD RINGWOOD 3134
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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



**Melbourne Water Property Information Statement**

Property Address	6/26 WANTIRNA ROAD RINGWOOD 3134
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STATEMENT UNDER SECTION 158 WATER ACT 1989

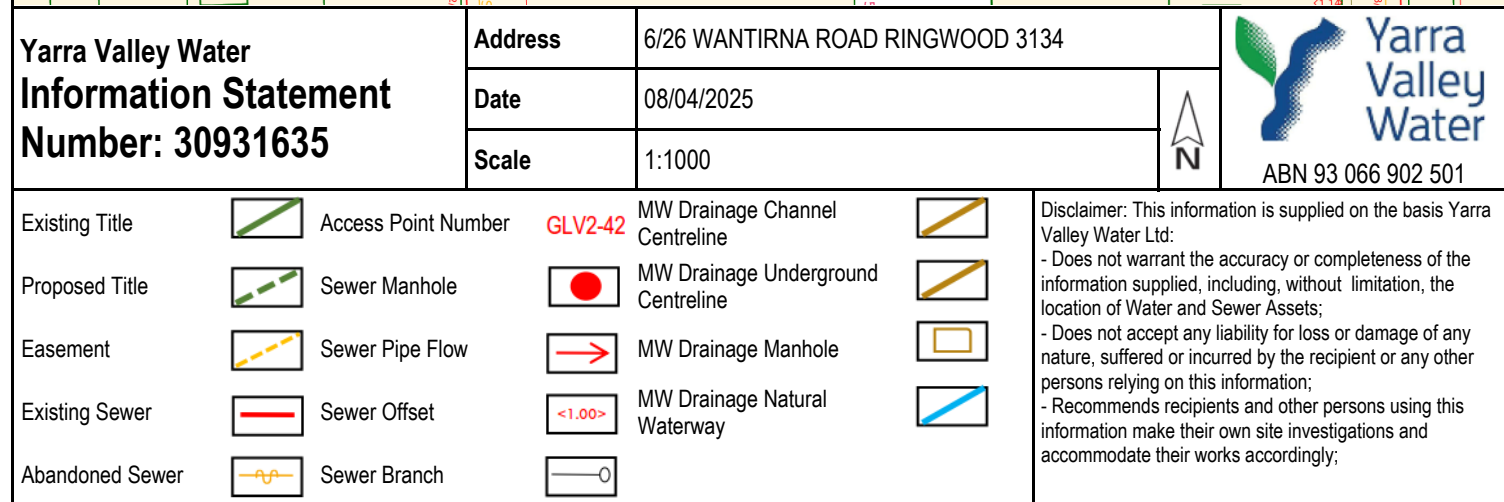
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



Williams & Lay Lawyers C/- InfoTrack (Smokeball) C  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 7149660000  
**Rate Certificate No:** 30931635

**Date of Issue:** 08/04/2025  
**Your Ref:** 415223

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 6/26 WANTIRNA RD, RINGWOOD VIC 3134	6\RP14591	1346740	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	02-12-2024 to 06-03-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$191.01



GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

**Property No:** 1346740

**Address:** UNIT 6/26 WANTIRNA RD, RINGWOOD VIC 3134

**Water Information Statement Number:** 30931635

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 71496600007

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**OWNERS CORPORATION CERTIFICATE**  
*s 151 Owners Corporations Act 2006*  
*r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. RP 14591

**Re: SALE OF LOT 6, 26 WANTIRNA ROAD RINGWOOD**

**Property: Lot 6, 26 WANTIRNA ROAD RINGWOOD VIC 3134**

**Your Ref: 25/11382**

This certificate is issued for Lot 6 known as Unit No. 6 on Registered Plan No 14591 the postal address of which is 6 /26 WANTIRNA ROAD RINGWOOD VIC 3134

1. The current fees for the above lot are \$2509.60 per annum payable half yearly in advance and due on the First day of January and July each year.
2. The fees are paid up until 30/06/2025.
3. The total of unpaid fees or charges for the lot is: \$0.00.
4. No special fees or levies have been struck except: Nil
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following: -  
**- None to our knowledge.**
6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU UNDERWRITING AGENCIES P/L
No. of Policy:	HU0004016
Kind of Policy:	RESIDENTIAL STRATA
Buildings Amount:	\$2,170,000
Legal Liability Amount:	\$30,000,000
Buildings Covered:	ALL
Common Contents:	\$21,700
Renewal Date:	30/04/2025

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>
Administration Fund	\$ 9699.52
<b>TOTAL</b>	<b>\$ 9699.52</b>

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-  
**- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-  
**- Management Agreement, Gardening/Pruning Agreement, AGL Electricity (common lighting).**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-  
- **None to our knowledge.**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-  
- **None to our knowledge.**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-  
- **None to our knowledge.**
14. The Owners Corporation has appointed a manager as follows:-  
Name MBCM Strata Specialists RINGWOOD  
Address Suite 15, 50 New Street Ringwood 3134
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1)  
Registered Plan No 14591.

Dated this Sixteenth day of April 2025



Aruna Rajakaruna  
(Manager and Delegate of the Owners Corporation)  
For and on behalf of MBCM Strata Specialists RINGWOOD  
Suite 15, 50 New Street Ringwood 3134  
info@ringwood.mbcm.com.au

**NOTE:**

**1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.**

**2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).**

Please find attached

- (i) a copy of the Rules of the Owners Corporation.
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting.

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.



Biller Code:	96503
Biller Reference:	270892615 08702





# MBCM | STRATA SPECIALISTS RINGWOOD

Suite 15, 50 New Street, Ringwood, VIC 3134

Phone 03 9873 0385 | Email [info@ringwood.mbcm.com.au](mailto:info@ringwood.mbcm.com.au) | Website [mbcm.com.au/ringwood](http://mbcm.com.au/ringwood)

## MINUTES OF THE ANNUAL GENERAL MEETING

### OWNERS CORPORATION 1 PLAN NO. RP14591

### 26 WANTIRNA ROAD, RINGWOOD 3134

HELD AT

TELEPHONE/VIDEO CONFERENCE ZOOM MEETING

ON

19/02/2025 at 16:00:00

#### 1. IN ATTENDANCE

Mr Aruna Rajakaruna from MBCM Ringwood.

#### 2. APPOINTMENT OF MEETING CHAIRPERSON

The Owners Corporation resolved that Mr Aruna Rajakaruna act as Chairman of the meeting.

#### 3. LOT OWNERS IN ATTENDANCE AND ENTITLEMENT

Present	Entitlement to Vote
Unit 2 MS J N M FONG Unit 4 MR D O'GORMAN & MISS E HAYLOCK Unit 6 MRS B M PARKINSON	All Members represented possessed voting rights.

#### 4. APOLOGIES

Apologies received as follows:

Unit 5 MS E SPARK

#### 5. PROXIES

Unit / Lot Owners	Proxy Given To
No Proxies received.	N/A

#### 6. QUORUM

Lot Owners holding at least 50% of the Total Lot Entitlement were represented at the meeting, and a quorum was declared in accordance with Section 77 of the *Owners Corporations Act 2006 (Vic)*. **Accordingly, all decisions at this Annual General Meeting are legally binding on all Lot Owners.**

7. ADOPTION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The Owners Corporation resolved to accept the Minutes of the previous Annual General Meeting of the Owners Corporation held on 19/02/2024 as a true and accurate record of the proceedings of that meeting, and as part of the Owners Corporation's record.

MOTION CARRIED

8. MATTER ARISING FROM MINUTES

Nil matters from the previous Annual General Meeting were discussed.

9. MANAGER'S REPORT

The Owners Corporation resolved to accept the Manager's Report as presented.

MOTION CARRIED

The Owners Corporation resolved to accept the Standing Resolutions as presented.

MOTION CARRIED

10. GRIEVANCE COMMITTEE REPORT – DISPUTE RESOLUTION

The Owners Corporation Consultant advised the meeting that no formal complaints had been received in the 12-month period under review; nor were any matters referred to VCAT in the previous 12 months.

MOTION CARRIED

11. OH & S INSPECTION REPORT

The Owners Corporation resolved not to undertake a formal OH&S Inspection Report for the common property. The Owners Corporation further resolved that Owners are responsible for monitoring the common property and alerting the Owners Corporation Consultant to any OH&S matters requiring attention.

*If Owners Corporation members elect to self-monitor, it is resolved that the Owners Corporation indemnifies the Owners Corporation Consultant for any potential PI claim that is a result of an OH&S hazard.*

MOTION CARRIED

12. INSURANCE

**Building Insurance & Legal Liability Cover**

The Owners Corporation Consultant advised the meeting that he is an Authorised Representative for CHU Underwriting Agencies Pty Ltd, and an Authorised Distributor for Honan Insurance Brokers and Strata Community Insurance.

The Owners Corporation Consultant is required to obtain clear instructions for the renewal of the insurance.

The Owners Corporation Consultant advised the meeting that MBCM Ringwood provide only general advice about insurance, not personal advice. Owners should read the insurers' Product Disclosure Statement (PDS) before making a decision to purchase building insurance.

The Owners Corporation Consultant advised the meeting that to accurately assess an appropriate building sum insured figure a property valuation for insurance purposes should be obtained.

The Owners Corporation is currently insured as detailed below:

INSURER:	CHU UNDERWRITING AGENCIES P/L
BROKER:	HONAN INSURANCE BROKERS
POLICY NUMBER:	HU0004016
BUILDING SUM:	\$2,170,000.00
LEGAL LIABILITY:	\$30,000,000.00
OFFICE BEARERS:	\$1,000,000.00
RENEWAL DATE:	30/04/2025
VALUATION DATE:	28/03/2020
VALUATION SUM:	\$1,920,000.00
EXCESS:	\$2,000.00
ADDITIONAL EXCESS:	Legal Defence Expenses: \$ 1,000
	Other excesses payable are shown in the policy wording.

The Owners Corporation resolved to proceed with an Insurance Valuation and endorse to the recommended figure immediately.

MOTION CARRIED

The Owners Corporation resolved to send a copy of the valuation report to the Owners.

MOTION CARRIED

The Owners Corporation resolved to engage an Insurance Broker to obtain quotations based on the Valuation amount and send the quotation to owners as a ballot for selection of preferred insurer prior to renewal due 30/04/2025.

MOTION CARRIED

The Owners Corporation resolved that the legal liability cover of \$30,000,000.00 be deemed adequate.

MOTION CARRIED

The Owners Corporation resolved that the Office Bearers amount of \$1,000,000.00 be deemed adequate.

MOTION CARRIED

It is resolved that Owners Corporation and MBCM Strata Specialists Ringwood act as Office Bearer.

MOTION CARRIED

An updated Financial Services Guide along with the Product Disclosure Statement is available via the following website:

CHU [www.chu.com.au](http://www.chu.com.au)

Owners are reminded that the Owners Corporation insurance DOES NOT cover contents or personal Public Liability inside the Lot or Accessory Unit on Title. Each owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord's Contents Cover including public liability. Floating floors may not be covered under the building insurance policy and as such, Owners should consider increasing their contents cover for this item.

Owners are requested to notify the Owners Corporation Consultant of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised, and disclosure requirements are complied with.

**It should also be noted that the Owner of any property that is the subject of an insurance claim shall bear any applicable excess.**

### 13. GARDENING

The Owners Corporation resolved that gardening services continue to be provided by AMC Ground Maintenance (previously ESM).

Scope of Work:

- Mow and edge.
- Blow vac hard surfaces.
- Poison weeds.
- Clean stormwater pits as required.
- Pruning of the hedge bi-annually

MOTION CARRIED

### 14. GENERAL BUSINESS

NIL

MOTION CARRIED

### 15. ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

The Owners Corporation resolved to adopt the Annual Financial Statement as presented, as a true record of the transactions of the Owners Corporation for the year ending 31/12/2024.

MOTION CARRIED

### 16. OWNERS CORPORATION BUDGET AND LEVY CONTRIBUTION

The Owners Corporation resolved to adopt the Owners Corporation administrative budget for the year ending 31/12/2025 of **\$13,942.00**, as recommended by the Owners Corporation Consultant, and to levy amounts to Lot Owners based on Lot Liability.

MOTION CARRIED

The Owners Corporation resolved that Owners Corporation Fees be maintained as per Lot Liability determined by the Plan of Subdivision.

MOTION CARRIED

The Owners Corporation resolved to raise a special levy to cover the insurance premium at the time of renewal.

MOTION CARRIED

Any items of major expenditure or any shortfall in funds will require the raising of a special levy.

MOTION CARRIED

Owners Corporation Fees are payable bi-annually in advance and due on the first day of January and July of each year.

**Please note: MBCM Ringwood does not accept payment of OC Fees at the Office. Please use the DEFT payment options listed on your Fee Notice.**

## 17. OWNERS CORPORATION MANAGEMENT

### **Election of Chairperson**

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#### **Delegation of powers to the Chairperson**

In accordance with the Owners Corporations Act 2006 and the Owners Corporations and Other Amendment Act 2021 to delegate to the Chairperson of the Owners Corporation all of the powers and functions requiring an ordinary resolution other than those reserved by the operation of the Owners Corporations Act 2006 and the Owners Corporations and Other Amendment Act 2021, the Owners Corporations Regulations 2018, the rules of the Owners Corporation, a resolution of the Owners Corporation pursuant to Section 82 of the Owners Corporations Act 2006 and the Owners Corporations and Other Amendment Act 2021 or powers and functions which have been delegated to a member or the Management Company or the Appointment or termination of an Owners Corporation Consultant and/or Manager.

In accordance with section 11 of the *Owners Corporations Act 2006* and the *Owners Corporations and Other Amendment Act 2021* (Vic), the following Member was elected as Chairperson of the Owners Corporation, with limited powers to authorise spending within the accepted annual budget.

Unit 4 MR D O'GORMAN & MISS E HAYLOCK

Further, it was resolved as per 89A-

- (1) The chairperson of the owners corporation has a second vote or the casting vote on a resolution of the owners corporation if –
  - (a) The voting on the resolution is equal.
  - (b) The chairperson is a lot owner or authorised to vote on behalf of a lot owner as a proxy.
- (2) If the voting on a resolution is equal and the chairperson does not exercise a casting vote, the resolution of the owners corporation is taken to not be passed.

MOTION CARRIED

## 18. APPOINTMENT OF MANAGEMENT COMPANY

The Owners Corporation resolved to re-appoint MBCM Ringwood as Management Company for 24 months at the Management Fee set out in section 2.1 of the Contract of Appointment, in accordance with section 119 of the *Owners Corporations Act 2006* and the *Owners Corporations and Other Amendment Act 2021* (Vic) and delegate to the Owners Corporation Consultant all the powers and functions of the Owners Corporation (other than power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Owners Corporation Consultant to perform its duties under the Appointment, unless a chairperson is delegated these functions.

MOTION CARRIED

In accordance with Part 12 of the *Owners Corporations Act 2006* and the *Owners Corporations and Other Amendment Act 2021* (Vic), the Owners Corporation Consultant is registered with the Business Licensing Authority, Registration No. 000721.

It is resolved a Contract of Appointment will be signed electronically.

MOTION CARRIED

## 19. NEXT ANNUAL GENERAL MEETING

In accordance with the *Owners Corporations Act 2006* and the *Owners Corporations and Other Amendment Act 2021* (Vic), section 69, the next Annual General Meeting will take place within 15 months of this Meeting, on a date to be advised.

## 20. CLOSURE OF MEETING

There being no further business the Meeting closed at 04:41 pm.

## STANDING RESOLUTIONS

**The following are the standing resolutions of the Owners Corporation, which remain in place from year to year unless the Owners Corporation resolves to change them.**

### **Gutter Cleaning**

The Owners Corporation resolves that Members attend to the gutter cleaning of their respective Units.

### **Grievance Committee**

The Owners Corporation resolves to elect all members of the Owners Corporation to form a Grievance Committee, or where a Committee is elected, the Committee forms the Grievance Committee.

### **Asbestos**

The Owners Corporation resolves not to conduct an asbestos survey of the common property after being made aware of the associated risks and against the strong advice of the Owners Corporation Consultant. This motion will not be tabled again unless a proposal is received by an owner requesting otherwise, in which case the proposal will be considered and decided upon at the Meeting.

## Maintenance Plan

The Owners Corporation has resolved in 2022 not to undertake a maintenance plan.

*\*Tiers 1 and 2 must prepare and approved a maintenance plan. Tiers 3, 4, and 5 may prepare and approve a maintenance plan. An Owners Corporation may, by ordinary resolution, amend an approved maintenance plan and determine the amount that must be paid by annual fees.*

## Financial Audit

The Owners Corporation resolved in 2022, at the end of each financial year, not to have their financial statements audited by a registered company auditor, a firm of registered company auditors or a member of CPA Aust unless the Owners Corporation is exempt.

*\*In accordance with the Owners Corporations and Other Acts Amendment Act 2021, Tier 1 must engage a professional Auditor, Tier 2 must engage an independent person to audit financials, Tiers 3, 4 & 5 may, at the end of each financial year, have their financial statements audited.*

## Fee Collection Procedure

The Owners Corporation resolves that the fee collection procedure listed below will remain in place, and the administration charge will be updated from time to time (currently \$55 for the issue of a final fee notice).

### Debt Recovery

The Owners Corporation resolves, pursuant to Section 32 of the *Owners Corporations Act 2006 and the Owners Corporations and Other Amendment Act 2021*, to:

- a) Issue a **Final Notice** in respect of any amount payable by a Lot Owner to the Owners Corporation that remains outstanding **60 days** after the due date for payment and
- b) Refer any amount that remains outstanding 28 days after the date of the **Final Notice** to legal representatives for recovery and/or VCAT action.

### Final Notice – Administrative Fee

The Owners Corporation Consultant advised the Meeting that where a **Final Notice** is issued to a Lot Owner, the Owners Corporation Consultant may charge the Lot Owner a minimum of **1-hour Schedule 2.2 charges** for:

- Administration duties associated with following up arrears.
- Issue of the Final Fee Notice and associated documents of advice
- Consultation with the solicitor for the arrears matter

### Recovery of Costs

The Owners Corporation resolves that any and all costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the *Owners Corporations Act 2006 and the Owners Corporations and Other Amendment Act 2021* will be fully recoverable from the indebted Lot Owner.

This includes any Administrative Fees charged by the Owners Corporation Consultant because of a Lot Owner's failure to pay fees within the stipulated period.

*Date of Issue: 3 March 2025*



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0004016</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	30/04/2024 to 30/04/2025 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. RP 14591
<b>Situation</b>	26 WANTIRNA ROAD RINGWOOD VIC 3134

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$2,170,000  
Common Area Contents: \$21,700  
Loss of Rent & Temporary Accommodation (total payable): \$325,500

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

##### Policy 6 – Machinery Breakdown

Not Selected

##### Policy 7 – Catastrophe Insurance

Not Selected

##### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000





**Policy 9 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

26/04/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

## **1 Health, Safety and Security**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## **2 Committes and Sub-Committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub-committee without reference to the owners corporation.

## **3 Management and Administration**

### **3.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

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(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

## **4 Use of Common Property**

### **4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment

of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **4.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

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## **5 Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6 Behaviour of Persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute Resolution**

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

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- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.
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# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

## How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

## Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

## Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

# Property Clearance Certificate

## Land Tax



INFOTRACK / WILLIAMS & LAY LAWYERS

Your Reference:	25/11382
Certificate No:	89477309
Issue Date:	10 APR 2025
Enquiries:	MXP4

Land Address: UNIT 6, 26 WANTIRNA ROAD RINGWOOD VIC 3134

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14706034	6	14591	9364	784	\$0.00

Vendor: LORRAINE GRAY & LARRY PARKINSON  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ESTATE OF BRENDA MAVIS PARKINSON	2025	\$290,000	\$0.00	\$0.00

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

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

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$490,000
SITE VALUE (SV):	\$290,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 89477309

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser 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 = \$975.00

Taxable Value = \$290,000

Calculated as \$975 plus ( \$290,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,900.00

Taxable Value = \$490,000

Calculated as \$490,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 89477309

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 89477309

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / WILLIAMS & LAY LAWYERS

**Your Reference:** 25/11382

**Certificate No:** 89477309

**Issue Date:** 10 APR 2025

**Enquires:** MXP4

**Land Address:** UNIT 6, 26 WANTIRNA ROAD RINGWOOD VIC 3134

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14706034	6	14591	9364	784	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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

<b>CAPITAL IMPROVED VALUE:</b>	<b>\$490,000</b>
<b>SITE VALUE:</b>	<b>\$290,000</b>
<b>CURRENT CIPT CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89477309

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## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any 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](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / WILLIAMS & LAY LAWYERS

Your Reference:	25/11382
Certificate No:	89477309
Issue Date:	10 APR 2025

**Land Address:** UNIT 6, 26 WANTIRNA ROAD RINGWOOD VIC 3134

Lot	Plan	Volume	Folio
6	14591	9364	784

**Vendor:** LORRAINE GRAY & LARRY PARKINSON

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 89477309

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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


## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <div><div><p>Billers Code: 416073 Ref: 89477301</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <div><div><p>Ref: 89477301</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Bullas Building Consultants Pty Ltd

# Owner Builder Report

For

## Brenda Parkinson (Deceased) Larry Parkinson & Lorraine Gray

Time & Date:	Friday 4 <sup>th</sup> April 2025
Ref. Number:	OB-9184
Clients Name:	Brenda Parkinson (Deceased) Larry Parkinson & Lorraine Gray
Clients Address:	C/- Unit 6 / 26 Wantirna Road, Ringwood Vic 3134
Contact Number:	_____
Inspection Address:	Unit 6 / 26 Wantirna Road, Ringwood Vic 3134
Weather Conditions:	Fine
Inspector:	Graham Bullas & Michelle Cocks

### Form 137 B

**Government Gazetted “recognised person” for owner builder inspections.**



**Graham Bullas**

Ass.Dip.App.Sci.Bldg. Consultant,  
Adv.Dip.Bldg Inspection: Dip.Bldg.Construction

Town Planning Permit	N/A
Building Permit:	N/A
Occupancy Permit:	N/A
Certificate of Compliance:	N/A
Certificate of Final Inspection:	N/A

# Descriptive Summary of Dwelling

## Description of Works

**This inspection report has been conducted on the bathroom renovation only.**

**All works have been completed within this bathroom in a good tradesman like manner.**

## Services

Water Supply:	<b>Mains Water Supply</b>
Electricity Supply:	<b>Electricity Connected at time of inspection</b>
Hot Water System:	<b>Existing Hot Water Service</b>
Sewerage System:	<b>Sewerage Connected</b>

## Bathroom

Vanity/Tapware:	<b>900 x 560 Wall hung vanity, two drawers, white ceramic top integrated sink, chrome mixer tapware, tiled splashback installed Plumbing Connected Water pressure good 900 x 800 mirror above vanity</b>
Shower:	<b>Walk-in shower – 1050 x 1040 x 10mm safety glass installed on 1050x 1100mm Tiled privacy wall, Centre drainage tiled shower base, shower rail attached hand hose, mixer tapware, 380 x 320 Tiled wall niche, Three grab handles installed within shower cubicle, Drainage good</b>
Services:	<b>Downlights, IXL heat lamp, Exhaust fan &amp; Floor ducted heating</b>
Plasterwork:	<b>All plasterwork has been completed in a good manner No visible defects at time of inspection</b>
Tiling:	<b>Floor and wall tiling completed throughout bathroom areas has been completed in a good professional manner</b>
Waterproofing:	<b>Owner has advised the waterproofing has been completed throughout bathroom. No certificate supplied</b>
Interior Painting:	<b>Painting within the bathroom has been completed in a good manner</b>
Areas Not Accessible:	<b>NIL</b>
Second Hand Material:	<b>NIL</b>

## Defects

*The following defects will not be covered under a policy issued by the selected Insurer, pursuant to the provisions of S137B of the Building Act 1993 and the Ministerial Order S82 dated 20<sup>th</sup> May 2002 and invoked on the 1<sup>st</sup> July 2002*

No defects were evident at the time of inspection.

## Condition & Status of Incomplete Work

*This is a description of works not completed, and are excluded from the cover provided under the policy required to be issued pursuant to the Building Act 1993. (If Applicable)*

All works have been completed.

# Second Hand Materials Declaration

## THIS FORM MUST BE COMPLETED BY OWNER

The Building Act requires that owner builder's list in their contract of sale, all materials used that were not new.

I/We Brenda Parkinson (Deceased), Larry Parkinson & Lorraine Gray

Carried out building works at

Address Unit 6 / 26 Wantirna Road, Ringwood Vic 3134

And declare that the following is a complete list of materials that were not new when installed in these building works (sign and date below)

Only new materials were installed in these buildings works

Yes

**OR**

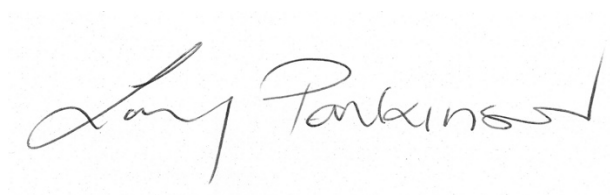
- Please list all secondhand materials.

For the purposes of the list, "materials" means all building products, fixtures, fittings, appliances, paving's etc - in effect anything installed by the owner builder or his/her contractors, subcontractors, employees etc.

### **SECOND HAND MATERIALS**

NIL

**Owner Sign & Date: 04/04/2025**





# Conditions of Inspection

This report is prepared by Bullas Building Consultants Pty Ltd ("Bullas" - who is registered with the Building Practitioners Board and the holder of Builders Registration numbers CB -U 5489, IN-L20932 only for the client identified herein ("The client"). No responsibility is taken for the contents of this report should it be used by a person other than the client.

Bullas will take all reasonable care in the preparation of this report and in conducting the inspection upon which this report is based in accordance with the Australian Standards ordinarily exercised by building inspectors who practice in the locality of the premises. No liability shall arise by reason of a failure to exercise a degree of care beyond such reasonable care.

This report is prepared only on the following terms and conditions. No other terms of conditions shall be incorporated or implied unless specifically agreed in writing or required by statute.

1. This report is based on observed conditions at the date shown here on.
2. This report is prepared only on inspection of those aspects of the premises, which were reasonably accessible to the inspector at the time of inspection. Any areas inaccessible at that time are not the subjects of this report.
3. While Bullas has taken all care to indicate potential defects, this report is based on the present observable condition of the property. Bullas will not be responsible for future defects.
4. While all care is taken, this report is a professional opinion only, based on the experience of our inspector. It is not a guarantee as to the structural integrity of the premises.
5. Bullas' liability is limited to matters contained within or arising out of this report.
6. Minor defects such as hairline cracks in plaster, ill-fitting doors and windows or the like are covered only generally in this report.
7. Unless otherwise stated and specifically requested by the client, Bullas has not undertaken searches of relevant authorities having jurisdiction with respect to construction of the premises.
8. Bullas recommends that any matters requiring attention noted in the inspection notes of this report be actioned as early as possible as failure to do so may lead to premature deterioration of the premises.
9. Bullas has no liability for or in relation to any work performed by any other person including any person engaged at Bullas' suggestions.
10. The client acknowledges that it will not permit this report to be passed on or seen by to any third party without the written consent of Bullas Building Consultants unless accompanied by these terms.
11. The client agrees to indemnify Bullas with respect to any claim by a third party arising out of reliance by that third party upon this report.
12. Bullas Building Consultants are not registered pest exterminators, Bullas inspects with all care wherever it is reasonable accessible but it is not a guarantee that termites are not in the structure.
13. The inspector will test and report on condition of the appliances, if the electrical and or gas is operational, Bullas will take no responsibility if the appliances malfunction after the day of inspection.
14. This inspection report has been conducted only on the works within this report from the information supplied to us from the owner. No responsibility will be taken for non-disclosure of works undertaken by the owner or the owner's contractors.

## Note

These terms and conditions have been prepared as the basis upon which Bullas is prepared to undertake consulting services. We would be pleased to discuss any aspect of these terms and to attempt to resolve any concern that may arise in their interpretation.



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Williams & Lay Lawyers C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 415223

NO PROPOSALS. As at the 30th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 6 26 WANTIRNA ROAD, RINGWOOD 3134  
CITY OF MAROONDAH

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

Date of issue: 30th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 76614901 - 76614901111247 '415223'**

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 29 April 2025 10:23 AM

## PROPERTY DETAILS

Address: **6/26 WANTIRNA ROAD RINGWOOD 3134**  
Lot and Plan Number: **Lot 6 RP14591**  
Standard Parcel Identifier (SPI): **6\RP14591**  
Local Government Area (Council): **MAROONDAH**  
Council Property Number: **188077**  
Planning Scheme: **Maroondah**  
Directory Reference: **Melway 49 G9**

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

[Planning Scheme - Maroondah](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

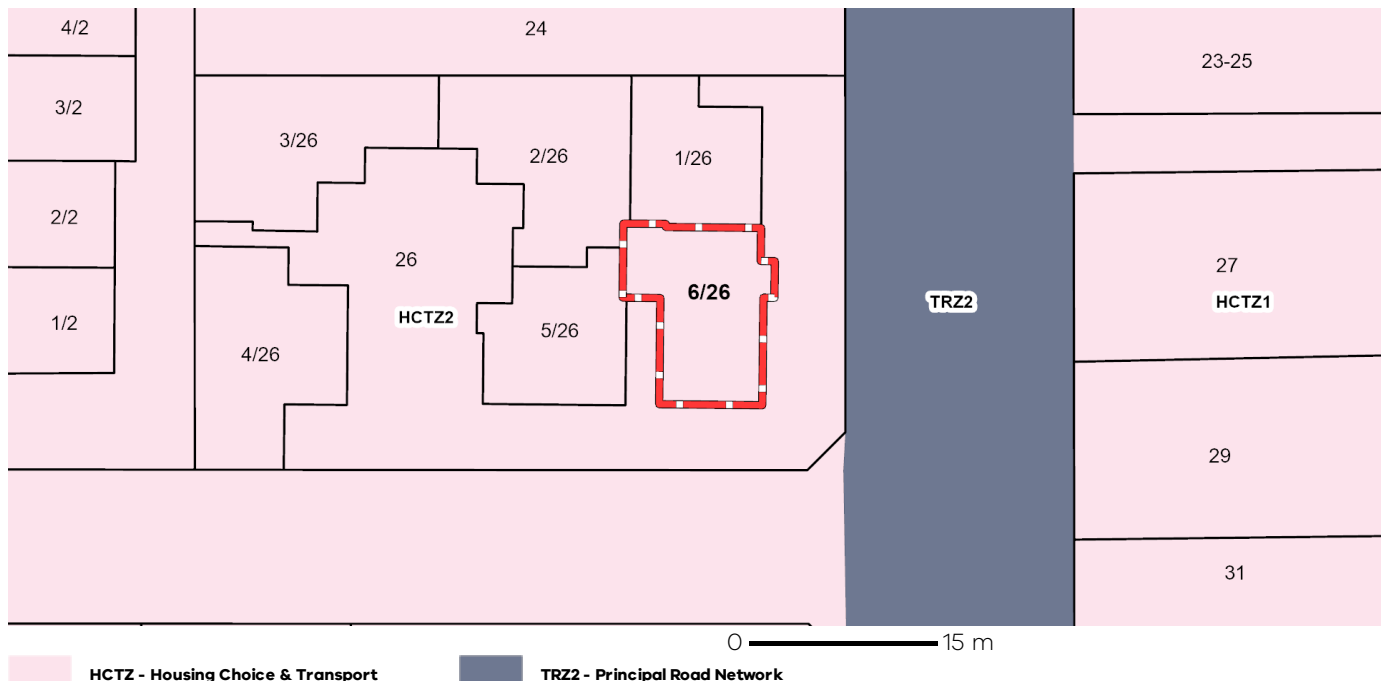
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[HOUSING CHOICE & TRANSPORT ZONE \(HCTZ\)](#)

[HOUSING CHOICE & TRANSPORT ZONE - SCHEDULE 2 \(HCTZ2\)](#)



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

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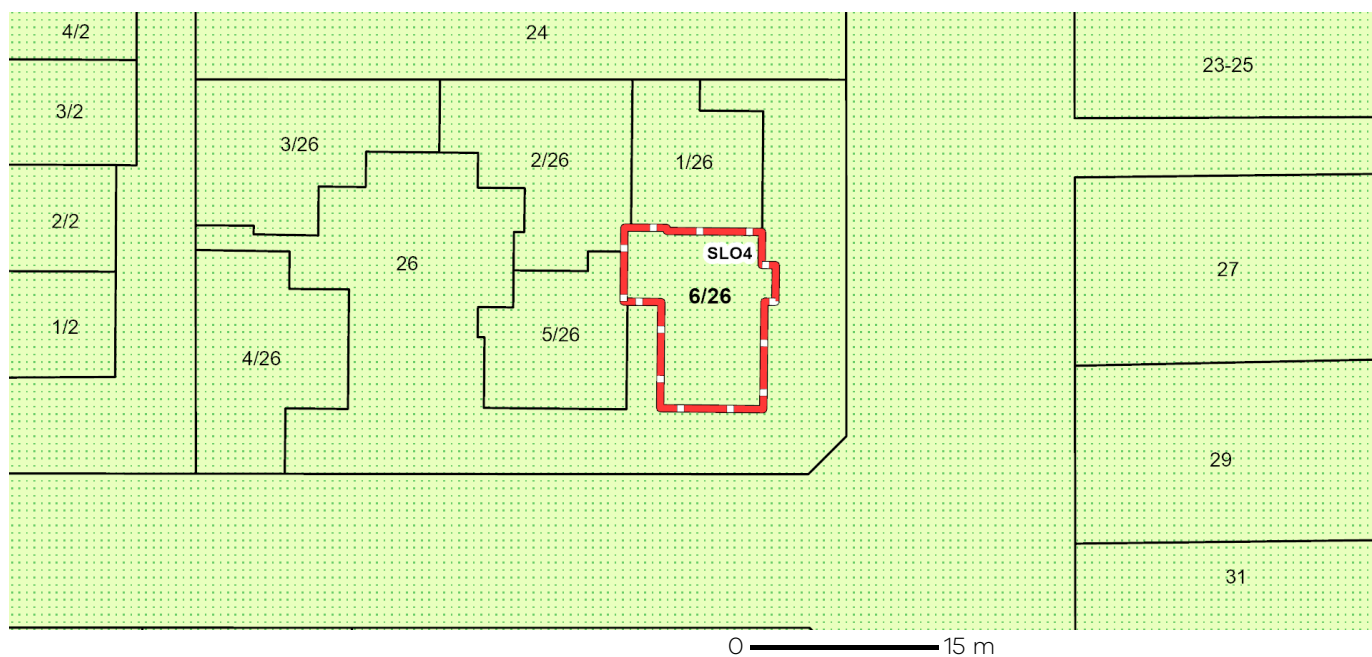
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

#### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



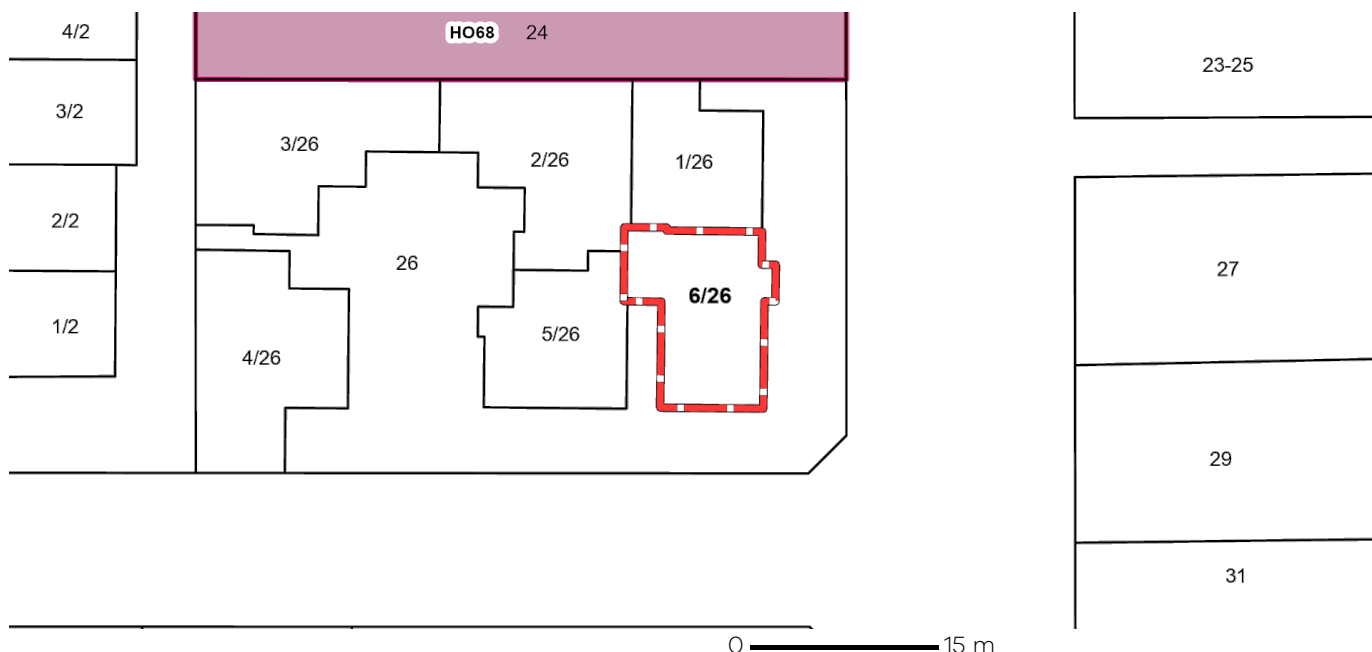
**SLO - Significant Landscape Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)



**HO - Heritage Overlay**

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

## Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

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

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

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

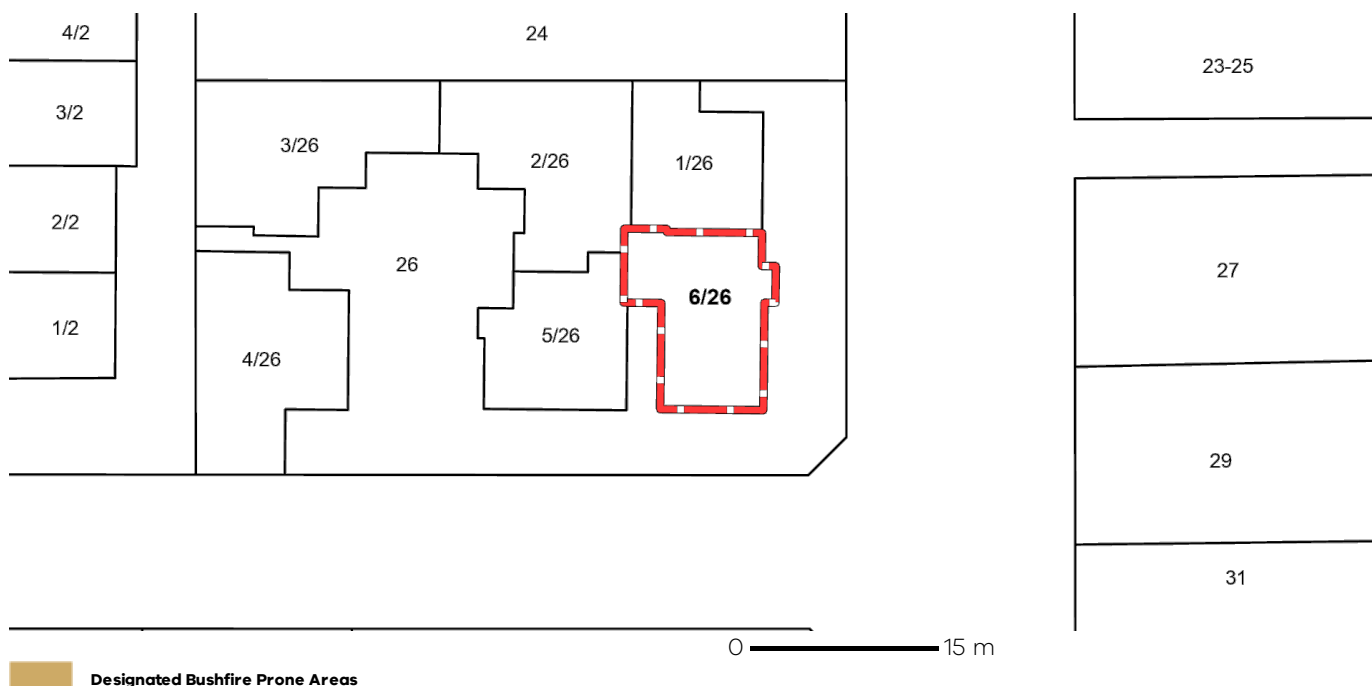
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)