

# Contract of Sale of Real Estate

**Property address**                    **5/398 Station Street, Lalor 3075**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

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

..... on ...../...../2026

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

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

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

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

..... on ...../...../2026

**Print name(s) of person(s) signing:**                    **MATTHEW WILLIAM GRANT**

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 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.

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



**Property address**

The address of the land is: **5/398 Station Street, Lalor 3075**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Payment** (general condition 14 and 17)

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

**GST** (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Settlement** (general condition 17)

**is due on** .....

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

If '**subject to lease**' then particulars of the lease are :

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**Terms contract** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

<b>Special conditions</b>
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INFORMATION ONLY

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:  No  Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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.

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
  - 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
  - 3.4 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.
  - 3.5 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 in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
    - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
    - (b) promptly provide the vendor with proof of payment; and
    - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if;
    - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
    - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
  - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
  - 3.9 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.
  - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 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 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 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.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of

Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

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

despite:

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

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

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

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

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

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

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

5.10 The vendor warrants that:

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

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late

payment of the amount, except to the extent that:

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

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

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

## **10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## **11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

## **12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## **13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

## **15. Guarantee & Indemnity.**

**15.1** Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

## **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

## **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

## **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

## **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide current valid copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer 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.

## 21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## 22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## 23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## 24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

## 25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

**GUARANTEE & INDEMNITY**

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("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 contract 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 contract 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 hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform 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 monies hereby secured 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:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2026 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2026

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....  
Witness

# 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.

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 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 7.2; 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 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
  - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - there are no debts secured against the property; or
    - 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
  - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - 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:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - by cheque drawn on an authorised deposit-taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

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

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

#### 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

#### 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

#### 18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

18.5 This general condition 18.5 applies if there is more than one electronic 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment 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 lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

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

## 25. GST WITHHOLDING

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

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

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

- (a) settlement is conducted through an electronic lodgment 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 lodgment network.

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

# 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](https://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.

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	5/398 Station Street, Lalor 3075
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<b>Vendor's name</b>	MATTHEW WILLIAM GRANT	<b>Date</b> / /
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<b>Vendor's signature</b>	
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<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
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<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
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# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000.00

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

	To	
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Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120.2
(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 of 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. See attached Section 137B Report.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

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

### 3.3. Designated Bushfire Prone Area

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

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

Are contained in the attached certificates and/or statements, if any.

### 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:

Not Applicable.

### 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:

Not Applicable.

## 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 certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

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

Not Applicable.

## 8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 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*.

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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

Page 1 of 1

VOLUME 09618 FOLIO 113

Security no : 124132942521N  
Produced 13/03/2026 03:35 PM

**LAND DESCRIPTION**

Lot 5 on Registered Plan of Strata Subdivision 022199W.  
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED  
PARENT TITLES :  
Volume 08252 Folio 045      Volume 08983 Folio 459

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

MATTHEW WILLIAM GRANT of 3 HILDA WAY CRANBOURNE VIC 3977  
AW978101A 26/06/2023

**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 SP022199W FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 5 398 STATION STREET LALOR VIC 3075

**ADMINISTRATIVE NOTICES**

NIL

eCT Control      22625G MCDONALD LEGAL SERVICES PTY LTD  
Effective from 29/06/2023

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP022199W

DOCUMENT END

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

Page 1 of 1

VOLUME 09618 FOLIO 118

Security no : 124133040649B  
Produced 17/03/2026 04:40 PM

### LAND DESCRIPTION

Lot 10 on Registered Plan of Strata Subdivision 022199W.  
CAR PARK  
PARENT TITLES :  
Volume 08252 Folio 045      Volume 08983 Folio 459

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MATTHEW WILLIAM GRANT of 3 HILDA WAY CRANBOURNE VIC 3977  
AW978101A 26/06/2023

### 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 SP022199W FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

### ADMINISTRATIVE NOTICES

NIL

eCT Control      22625G MCDONALD LEGAL SERVICES PTY LTD  
Effective from 29/06/2023

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP022199W

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>SP022199W</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>13/03/2026 15:16</b>

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The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF STRATA SUBDIVISION</b>	<b>EDITION 1</b>	<b>SP022199W</b>
-----------------------------------	------------------	------------------

**LOCATION OF LAND**

PARISH: KEELBUNDORA

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: -

CROWN PORTION: 26 (PART)

TITLE REFERENCE: VOL.8983 FOL.459 & VOL.8252 FOL.045

LAST PLAN REFERENCE: LOT 2 (PART) ON LP4674

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 398 STATION STREET  
LALOR 3075

**FOR CURRENT OWNERS CORPORATION DETAILS  
AND ADDRESS FOR SERVICE OF NOTICE  
SEE OWNERS CORPORATION SEARCH REPORT**

**SURVEYOR'S CERTIFICATE**  
 Surveyor: GARY HUGH WAITE  
 Certification Date: 09/01/1985

**SEAL OF MUNICIPALITY AND ENDORSEMENT**  
 Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967  
 by SHIRE of WHITTLESEA on 25/03/1985

**REGISTERED DATE: 02/07/1985**

**PLAN UPDATED BY REGISTRAR IN AN661031Q 01/05/2020**

**LEGEND**

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 5 IS A SINGLE STOREY BUILDING.

THE UPPER BOUNDARY OF LOTS 1 TO 5 IS FIVE METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.  
 THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 6 TO 10.

THE LOWER BOUNDARY OF LOTS 6 TO 10 IS THAT PART OF THE SITE OF THE RELEVANT LOT.  
 THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 6 TO 10 ARE ACCESSORY LOTS.

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.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:  
 MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.  
 THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS.

<u>COLUMN 1</u>	<u>COLUMN 2</u>
LOTS 1 TO 5	LOTS 6 TO 10

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

**EASEMENT INFORMATION**

**LEGEND:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

**ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN**

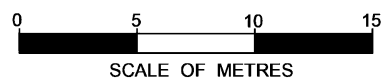
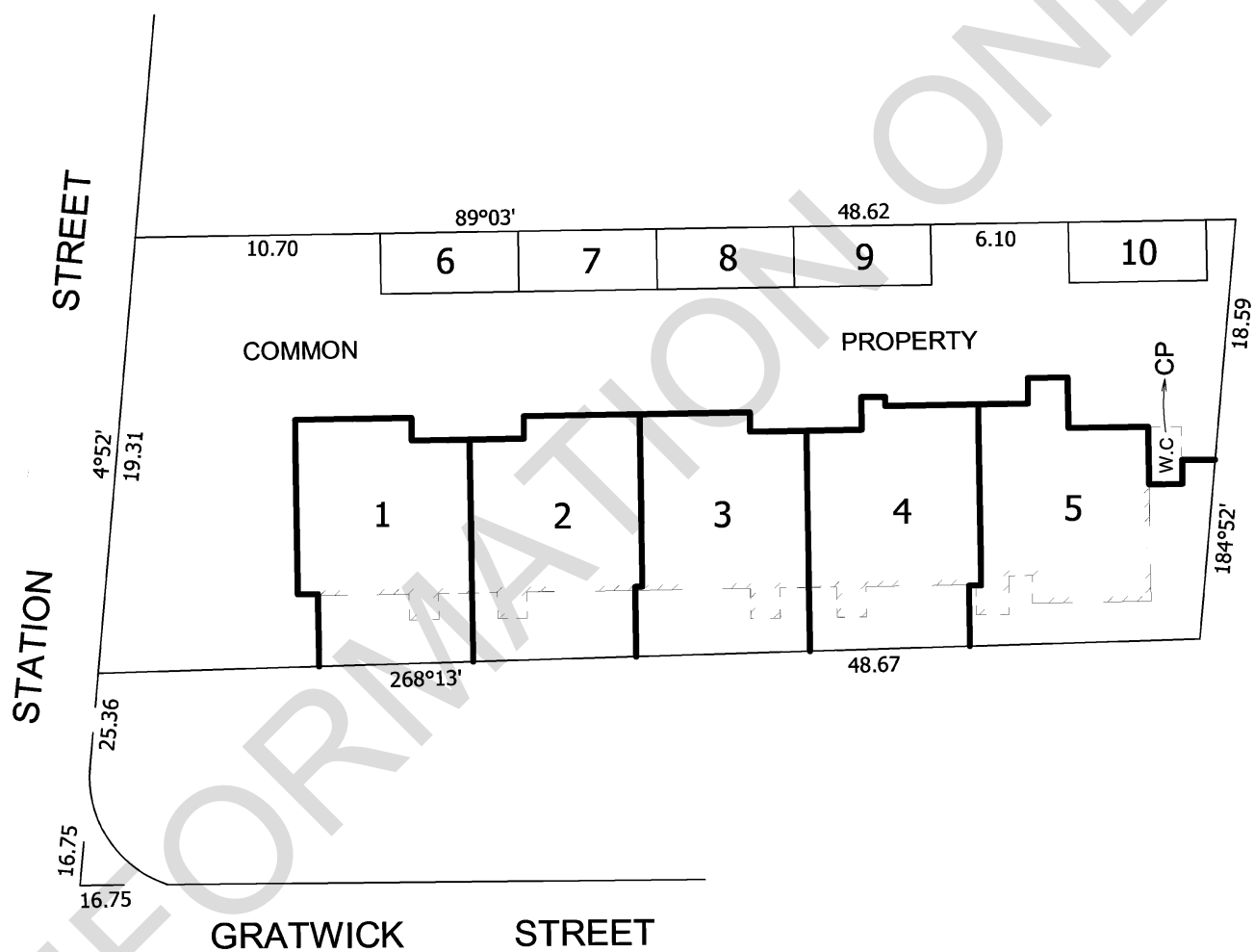
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

PLAN OF STRATA SUBDIVISION

SP022199W

TYPICAL DIMENSIONS  
FOR LOTS 6 TO 10

359°03'	89°03'	179°03'
	2.60	
6.10	2.60	6.10
269°03'		





# Department of Transport and Planning

## Electronic Instrument Statement

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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.

Produced 17/03/2026 04:36:38 PM

Status	Registered	Dealing Number	AW978101A
Date and Time Lodged	26/06/2023 04:22:02 PM		

### Lodger Details

Lodger Code	22625G
Name	MCDONALD LEGAL SERVICES PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Land Title Reference

9618/113  
9618/118

### Transferor(s)

Given Name(s)	DENIS ANTHONY
Family Name	VALCOVIG
Given Name(s)	JO'ANN LEIGH
Family Name	TAYLOR

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 320000.00

### Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	MATTHEW WILLIAM
Family Name	GRANT



# Department of Transport and Planning

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## Electronic Instrument Statement

### Address

Street Number	3
Street Name	HILDA
Street Type	WAY
Locality	CRANBOURNE
State	VIC
Postcode	3977

---

### Duty Transaction ID

5723636

---

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	DENIS ANTHONY VALCOVIG JO'ANN LEIGH TAYLOR
Signer Name	JAMES ZAICOS
Signer Organisation	ZAICOS STANTCHEV & CO
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	26 JUNE 2023

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	MATTHEW WILLIAM GRANT
Signer Name	AMANDA LEW-SANG
Signer Organisation	MCDONALD LEGAL SERVICES PTY LTD
Signer Role	LAW PRACTICE
Execution Date	25 JUNE 2023

---

### File Notes:

NIL

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This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 13/03/2026 03:16:15 PM

**OWNERS CORPORATION  
PLAN NO. SP022199W**

The land in SP022199W is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 10.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

ADVANCE STRATA CONSULTING SUITE 208 LEVEL 2 370 ST KILDA ROAD MELBOURNE VIC 3004

AY212257Y 17/07/2024

### 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	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	2	2



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 13/03/2026 03:16:15 PM

**OWNERS CORPORATION  
PLAN NO. SP022199W**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	2	2
Lot 8	2	2
Lot 9	2	2
Lot 10	2	2
<b>Total</b>	<b>510.00</b>	<b>510.00</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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1234454

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

## VENDOR

GRANT, MATTHEW WILLIAM

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 5 PLAN SP22199 ALSO KNOWN AS 5/398 STATION STREET LALOR  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :  
(<https://planning-schemes.app.planning.vic.gov.au/whittlesea>)

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

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

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

13 March 2026

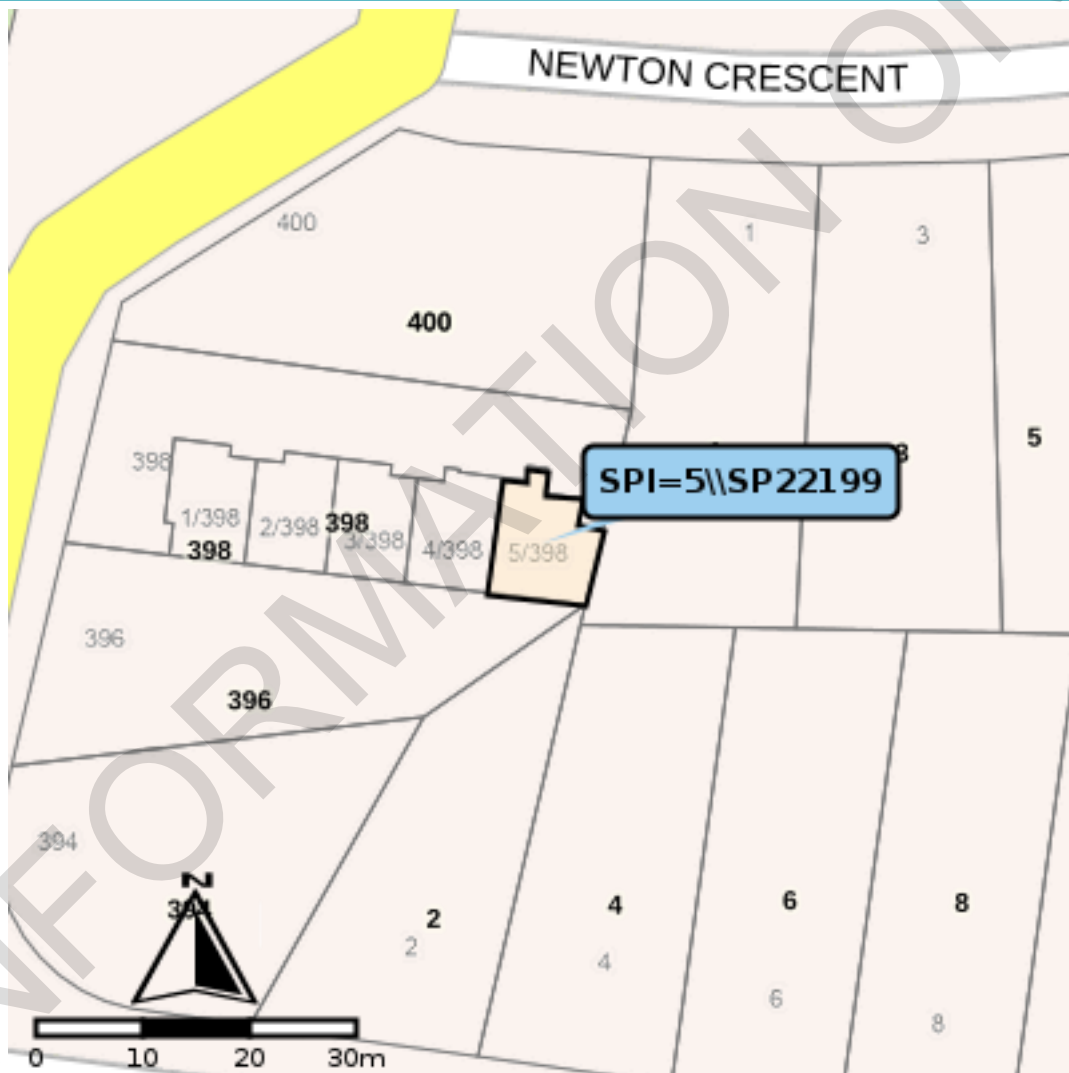
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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### Choose the authoritative Planning Certificate

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

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

**Date of issue**  
16/03/2026

**Assessment No.**  
490193

**Certificate No.**  
182225

**Your reference**  
79935991-016-9

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 5/398 Station Street LALOR 3075

**Description:** LOT: 5 SP: 22199W

**AVPCC:** 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$290,000	\$185,000	\$14,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2025	\$685.66
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$50.17
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 16/03/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,186.48

*Balance of rates & charges due:* \$0.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

**National Relay Service:** 133 677 (ask for 9217 2170)

**Email:** info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

## 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### ***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

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* 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.

---

Payment can be made using these options.

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 490193



Phone 1300 301 185  
Ref 490193



Billers Code 5157  
Ref 490193

13th March 2026

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	5/398 STATION STREET LALOR 3075
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	31018979
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

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	5/398 STATION STREET LALOR 3075
------------------	---------------------------------

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	5/398 STATION STREET LALOR 3075
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

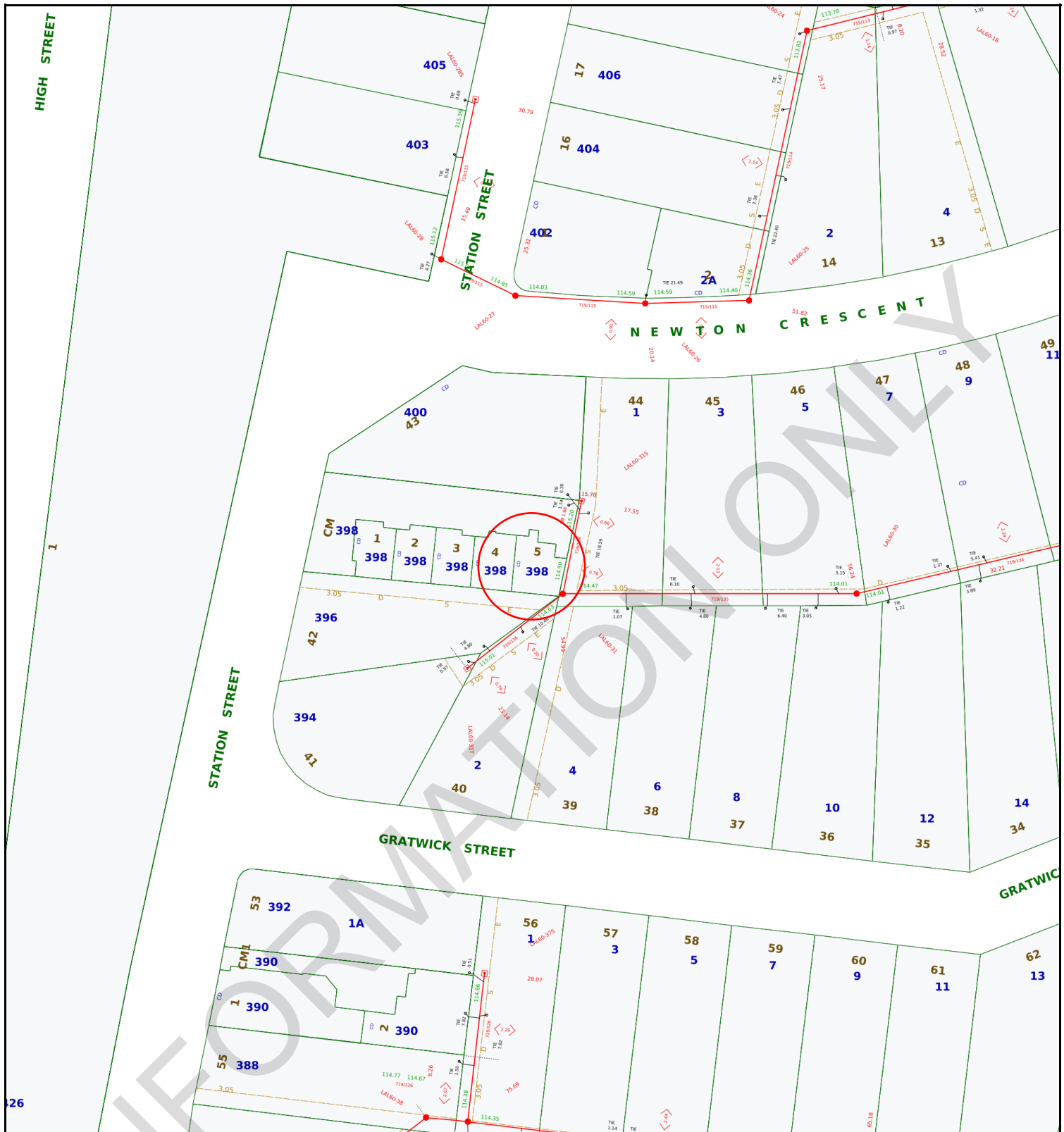
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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.



**Yarra Valley Water  
Information Statement  
Number: 31018979**

<b>Address</b>	5/398 STATION STREET LALOR 3075
<b>Date</b>	13/03/2026
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 9650959940  
**Rate Certificate No:** 31018979

**Date of Issue:** 13/03/2026  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/398 STATION ST, LALOR VIC 3075	5\SP22199	1593543	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<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>			\$193.68



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- 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.
- 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.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

**Property No:** 1593543

**Address:** UNIT 5/398 STATION ST, LALOR VIC 3075

**Water Information Statement Number:** 31018979

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 96509599406

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

**Your Reference:** 26/4387CK

**Certificate No:** 98228157

**Issue Date:** 16 MAR 2026

**Enquiries:** TXB5

**Land Address:** UNIT 5, 398 STATION STREET LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13854452	5	22199	9618	113	\$975.00

**Vendor:** MATTHEW WILLIAM GRANT

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR MATTHEW WILLIAM GRANT	2026	\$185,000	\$975.00	\$0.00	\$975.00

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

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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Arrears of Vacant Residential 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): \$290,000

SITE VALUE (SV): \$185,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$975.00**

# Notes to Certificate - Land Tax

Certificate No: 98228157

## 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 = \$185,000

Calculated as \$975 plus ( \$185,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,900.00

Taxable Value = \$290,000

Calculated as \$290,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98228157

### 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: 98228157

### 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 / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 26/4387CK

Certificate No: 98228157

Issue Date: 16 MAR 2026

Enquires: TXB5

Land Address: UNIT 5, 398 STATION STREET LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13854452	5	22199	9618	113	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$290,000
SITE VALUE:	\$185,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98228157

## 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 / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	26/4387CK
Certificate No:	98228157
Issue Date:	16 MAR 2026

**Land Address:** UNIT 5, 398 STATION STREET LALOR VIC 3075

Lot	Plan	Volume	Folio
5	22199	9618	113

**Vendor:** MATTHEW WILLIAM GRANT  
**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98228157

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 98228158

### 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: 98228158

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

## Owners Corporation Certificate

*Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporation Regulations 2018  
Subdivision Act 1988*

<b>OC Number</b>	SP022199W
<b>Property</b>	Lot 5, 398 Station St LALOR
<b>Vendor</b>	Matthew Grant
<b>Purchaser</b>	
<b>Reference</b>	5455
<b>This certificate is issued for Lot 5 Plan No. SP022199W</b>	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

**IMPORTANT:** The information in this certificate is issued on **20/03/2026**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are \$1,769.61 per annum for the year, commencing 01/07/2025 paid Bi-Annually in advance.  
**(The annual contribution fee is subject to change depending on the budget set for the year.)**

Due Date	01/07/2025	01/01/2026		
Amount	\$850.49	\$919.12		
	01/07/2026 (Pre-Issue)			
	\$884.80			

- b) The fees are paid up until 31/12/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Unpaid fees and levies presently total **\$969.12** plus penalty interest of **\$0.00**.
- d) The following special fees or levies have been raised and are payable on the dates indicated below- **None as at this date**.

Due Date	Amount	Details
10/03/2026	\$50.00	Charge for final notice dated 10/03/2026 (unpaid)

- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are- **Please refer to the AGM minutes of meeting attached**.
- f) The body corporate has the following insurance cover- **Please refer to the insurance certificate of currency attached**.
- g) The Owners Corporation **has** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total funds held by the owners corporation as at 20/03/2026-

	Administrative	Maintenance	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank 398 Station Street Lalor - SP022199W Macquarie Bank BSB: 183-334 Acc No: 261059711	\$2,568.83	\$0.00	\$2,568.83
Levies Receivable	\$987.50	\$0.00	\$987.50
<b>Total Assets</b>	<b>\$3,556.33</b>	<b>\$0.00</b>	<b>\$3,556.33</b>
<b>Liabilities</b>			
<b>Total Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Assets</b>	<b>\$3,556.33</b>	<b>\$0.00</b>	<b>\$3,556.33</b>
<b>Owners Funds</b>			
Opening Balance	\$1,237.56	\$0.00	\$1,237.56
Net Income For The Period	\$2,318.77	\$0.00	\$2,318.77
<b>Total Owners Funds</b>	<b>\$3,556.33</b>	<b>\$0.00</b>	<b>\$3,556.33</b>

- i) The Owners Corporation has no liabilities as at this date.
- j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows-**Lot 1 courtyard via special resolution in Owners Corporation Inaugural General Meeting on 24/07/2023**
- k) The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows - **None known as of this date.**
- l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? - **None known as of this date.**
- m) The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows - **None known as of this date.**
- n) The Owners Corporation **has** resolved to appoint Advance Strata Consulting Group, as manager.
- o) No proposal has been made for the appointment of an administrator
- p) Other information:
- q) The minutes of the most recent Annual General Meeting of the Owners Corporation **(see attached)**

Copy of Model Rules for an Owners Corporation **(see attached)**

Schedule 2 – Statement of Advice and Information for Prospective Purchasers and Lot Owners **(see attached)**

Copy of Insurance Policy Documents **(see attached)**

## OWNERS CORPORATION CERTIFICATE – EXCLUSION, DISCLAIMER & LIMITATION OF LIABILITY

This Owners Corporation Certificate (“Certificate”) has been prepared on behalf of the Owners Corporation and has been issued strictly in compliance with statutory requirements only. The information contained in this Certificate is correct to the best of the Manager’s knowledge as at the date of creation of the Certificate and is based on the Owners Corporation records available at that time. The information contained within this Certificate is subject to change without notice and it is incumbent on the receiver of the Certificate to make all further enquiries required to be satisfied of its contents.

This Certificate does not constitute a statement of fact beyond the records of the Owners Corporation available at the time of the creation of the Certificate. To the maximum extent permitted by law, no warranty, representation, or assurance (express or implied) is given that the information contained in this Certificate is complete, accurate, current, or exhaustive of all matters affecting the Owners Corporation or any lot.

This Certificate does **not** disclose, and is not intended to disclose, any of the following:  
latent defects;

proposed works not formally resolved by the Owners Corporation; informal or preliminary committee discussions;

contingent matters; or

matters not recorded in the Owners Corporation records at the date of issue. The recipient acknowledges and agrees that:

no duty of care is owed beyond statutory obligations; and  
any reliance placed on this Certificate is entirely at the recipient's own risk.

To the maximum extent permitted by law, all liability arising in connection with this Certificate (including liability arising in negligence, misrepresentation, or otherwise) is expressly excluded.

Without limiting the foregoing, any liability that cannot lawfully be excluded is capped at the fee paid for the issue of this Certificate.

To the maximum extent permitted by law, all liability for indirect, consequential, or economic loss is excluded, including (without limitation) loss of bargain, diminution in value, delay, loss of opportunity, or similar loss.

No oral, email, or informal communication forms part of this Certificate or may be relied upon. Only information expressly contained in this Certificate and signed by the authorised signatory is acknowledged.

This Certificate relates solely to matters affecting the Owners Corporation and common property. It does not disclose, and is not intended to disclose, any defects, maintenance issues, compliance matters, alterations, or conditions affecting a private lot, including (without limitation) structural issues, water ingress, services, fixtures, finishes, or works carried out within a lot.

The purchaser, together with its conveyancer and/or legal adviser, must make their own independent enquiries of the vendor and any other relevant parties to satisfy themselves as to all matters affecting the lot and the Owners Corporation. No responsibility is accepted for any reliance placed on this Certificate as a substitute for such enquiries. It is incumbent on the incoming purchaser to obtain an updated Owners Corporation Certificate prior to the Settlement of the property and to make all relevant enquiries to inform themselves of the matters set out in this Certificate pertaining to the Owners Corporation.

This Certificate is governed by the laws of Victoria, Australia, and the courts of Victoria have exclusive jurisdiction.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.  
An applicable fee to provide this service will apply.

**IMPORTANT**

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.  
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

The owners corporation register can be inspected for additional information.  
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.


Date of Issue:

20/03/2026
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Common Seal of Plan No SP022199W



Prepared By:


--

Steve Bailey

Ph: 03 86390888 Fax:

*Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation*

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

# Minutes of Annual General Meeting

Owners Corporation Act 2006 Section 72, Owners Corporation Regulations 2018 and Owners Corporation Rules

**Owners Corporation No. SP022199W, 398 Station St, Lalor VIC 3075**

**Held On: Thursday 11th September 2025 @ 4.30 pm, Via ZOOM**

## 1. Registration of Attendance

Lot No	Name of Lot Owner	In Person or By Proxy
1	Mat Mirabella	Via Zoom

## 2. Apologies

None.

## 3. Non-Members In Attendance

Emma Elsworth - Advance Strata Consulting

Rozanne Picardo - Advance Strata Consulting

## 4. Confirmation of Proxies

None.

## 5. Quorum details

A quorum was not established as only 1 out of 5 lots were present either in person or by proxy.

## Notice of Interim Resolution

Pursuant to Part 4 Division 4 Section 78 (1) of the Owners Corporation Act 2006, if there is not a quorum, the General Meeting may proceed but all resolutions are interim resolutions and cannot be acted on until 29 days from the date of the meeting.

Please note that the interim resolution that was passed at the above meeting, as per the minutes of meeting, will become the decisions of the owners corporation. If no petition (from lot owners representing more than 25% of the total votes) is received by the Secretary against the resolution within 29 days of the interim resolution, the resolution will pass.

## What you must do

If you disagree with the result of the interim decision, you must petition the Secretary against the resolution within 29 days of the meeting by the 29th day i.e. - by **10/10/2025**.

## 6. Voting Entitlement and Instructions

Voting was by a show of hands – One Lot, One Vote. All members present are entitled to vote.

## 7. Appointment of Chairperson of Meeting

The members appointed Emma Elsworth to chair the meeting.

## 8. Nomination of a minute taker

The members appointed Rozanne Picardo to take the minutes of the meeting.

## 9. Confirmation of previous minutes

It was **RESOLVED** to adopt the minutes of the previous meeting held on **09/03/2024** as a true and correct record of the meeting.

## 10. Confirmation of Reports

- 10 a. Manager's Report - Manager's Report, was tabled and acknowledged by all members.
- 10 b. Committee's Report – The Chairperson, Mat, was pleased to report that the roof works were fully completed with warranties in place, and the issue of the tree causing driveway damage was also resolved. Tree removal works were completed. He stated that these improvements have enhanced both the appearance and integrity of the common property, with thanks extended to all for their support during the process, being the Manager and fellow lots owners.
- 10 c. Report on Complaints & Disputes – Nothing to report.

## 11. Consideration of Financial Matters

- 11 a. It was **RESOLVED** to adopt the Financial Statements for the year ended **30/06/2025** as presented. The Manager also tabled the following bank account information, as appended below showing the current cash position of the Owners Corporation:

Account Name	BSB	Account No	Admin	Maint	Total
398 Station Street Lalor - SP022199W	183-334	261059711	\$901.87	\$0.00	\$901.87

- 11 b. It was **RESOLVED** that the proposed Administration Budget as presented for the period **7/1/2025 to 30/06/2025** at **\$9,025.00** (including GST) be adopted to meet anticipated general administration, maintenance and other recurrent obligations of the Owners Corporation.
- 11 c. All Owners Corporation Administration fees will be paid **biannually** in advance based on lot liabilities within 28 days of issue of invoice. The due dates are as follows:
  - 1st Instalment due 01/07/2025\*
  - 2nd Instalment due 01/01/2026

**These levies are to continue on a biannually cycle based on the adopted budget until** such time when the new budget is adopted at the next Annual General Meeting,

\*As the first **biannual** invoice has been struck based on the old budget, an adjustment levy will be struck for any shortfalls in the budget to meet all anticipated expenditure and revenue as proposed in the new approved budget.

**NOTE: This is the difference between the previous year's biannual contribution and the new biannual contribution allowing for rounding differences.**

### 11 d. Consideration of Maintenance Fund

It was **RESOLVED NOT** to establish a Maintenance Fund Contribution for the period **01/07/2025 to 30/06/2025**.

- 11 e. It was **RESOLVED** to authorize the Manager to raise a Special Levy should there be a lack of funds in the Owners Corporation account to meet the financial and statutory obligations of the Owners Corporation.

## 12. Administration of Arrears

### 12 a. Penalty Interest Rates (Note the current statutory rate is 10% per annum)

It was **RESOLVED** that in accordance with Section 29 of the Owners Corporation Act 2006 that the Owners Corporation charge interest at the maximum rate of interest payable under the Penalty Interest Act 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

#### **12 b. Authority To Waive Penalty Interest**

It was **RESOLVED** that pursuant to Section 29(4) of the Owners Corporation Act 2006 that the Owners Corporation Manager be delegated the authority to allow the remission of interest where it considers appropriate to do so without the need to report to the AGM in regard to such remission i.e. for such cases as first time offences and other special circumstances that merit such consideration.

#### **13. Recovery of Cost**

It was **RESOLVED** that the Owners Corporation may recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Victorian Civil and Administrative Tribunal (VCAT) and **FURTHER RESOLVED** that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any Lot Owner or Occupier of a Lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018.

A Fee Reminder Notice Fee at a cost of \$30 will be charged to owners in arrears more than 10 days after the due date (28 days from date of invoice).

A Final Notice Fee cost of \$50 will be charged to owners in arrears more than 28 days after the due date, from receiving a contribution reminder notice from the Manager.

A Legal/Mercantile Collection Agency referral fee is to be charged to owners who have received a Final Demand letter from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

The Manager advises that any requests for payment plans by owners who may be in arrears will be referred to the Chairperson of the Owners Corporation for a decision.

The Chairperson will share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation.

The Manager advises that the Reminder Notice Fee and the Final Notice Fee charges is to be paid to the Manager to recover the costs incurred by the Manager for their labour cost and time in issuing such notices.

**Section 135 of the Owners Corporation Act 2006: A lot owner who does not occupy the lot or will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owners mailing address for service of notices and any changes to it immediately.**

#### **14. Review of Current Owners Corporation Insurance Cover**

**14 a.** Members reviewed the insurance covers in accordance with section 59 (division 6) of the Owners Corporation Act 2006 and were satisfied that the Replacement and Reinstatement value of the Property is adequate and that the Insurance Policies Terms and Conditions properly reflect the needs of members. Owners are to acknowledge that Advance Strata Consulting are authorised under their Insurance Authority to provide factual advice ONLY and that the members are to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters are suited their needs.

**Note:** Pursuant to Section 59 of the Owners Corporation Act, the Building Sum Insured must cover the cost necessary to replace, repair or rebuild the property to a condition substantially the same

including the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

**\*Note** – A copy of the Financial Services Guide (FSG) and Product Disclosure Statement (PDS) can be requested from the Manager at any time.

#### **14 b. Insurance Excess**

It was **RESOLVED** that any excess applicable to insurance claims is to be met by the party causing the damage or, the unit owner responsible for the invitee who caused the damage or, as determined by the Committee. Where the claim is for damage to a member's unit, the excess is to be met by the member causing the damage or otherwise by the member making the claim.

#### **14 c. Insurance Standing Direction**

It was **RESOLVED** to give the Manager a standing direction to renew the insurance policy upon expiry with the same policy benefits at the best possible price and **FURTHER RESOLVED** that the Manager be authorized to raise a levy to fund the insurance premium or enter into an instalment plan if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006 at all times.

**\*NOTE:** *Members are advised that the Owners Corporation (Section 54 of the Act) building policy does not provide protection for privately owned fittings and fixtures including carpets, curtains, blinds and light fittings, and electrical appliances which are not wired into the premises, and can be removed without interference to the electrical wiring, regardless of the cause of the damage, or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the owner to ensure that they have adequate Contents Insurance which includes personal Public Liability cover in place. Landlords are advised to have Landlord Contents cover. All Owners and Landlords are advised to check the smoke detector in their apartment on a regular basis to ensure the smoke detectors are in a working condition at all times. If your apartment is leased out please advise your Property Manager to arrange for inspection of all smoke detectors in your apartment to ensure they are in good working order.*

*Declaration: The Manager receives a small fee for assisting the broker/insurer in handling insurance claims and insurance matters. This Fee is used to defray manpower and labour costs incurred by the Manager in dealing with insurance matters, queries, follow up and manhours in coordinating repairs with contractors and affected lot owners, as provided in the contract of Appointment of the Manager. This practice is endorsed by the Strata Community Owners Association, the professional peak body of the Strata Industry and enshrined in SCA industry standard contract of appointment.*

#### **14 d. Insurance Valuation**

It was noted that there is no requirement for an insurance valuation as one was carried out on **5/16/2024** and is valid for **5 years**.

### **15. Identification of Occupational Health & Safety Risk on site**

The Manager advised that the Owners Corporation has a common law duty of care to ensure that the common property is safe and without risks to the safety and health, for contractors/workers, volunteers, visitors and residents alike pursuant to the Work Health and Safety Act 2011 and Occupational Health and Safety Act 2004.

The Manager tabled for the member's consideration to carry out an Occupational Health and Safety audit of common property.

It was **RESOLVED NOT** to carry out an Occupational Health and Safety audit of common property, instead members agreed to carry out regular visual risk assessments of the common area and surrounds in order to identify any safety breaches or OH&S risks at the property and to advise the Manager immediately and authorize them to effect necessary corrective actions on any risk identified.

As part of the Advance Strata Consulting company and OH&S policy, members are to note that Advance Strata Consulting Pty Ltd will only engage contractors that are registered in its data base. Any contractor that is recommended by any member of the Owners Corporation will be required to undergo a registration process and submit the necessary insurances, documentation and any licence (should such licence be required) before they may be awarded any work orders for the Owners Corporation.

Members are to further note that that if the Owners Corporation directs the Manager and insist to engage a contractor on its behalf whom Advance Strata Consulting Pty Ltd does not have any record of the necessary insurance and the required licenses, should in an event of a claim be made against Advance Strata Consulting Pty Ltd arising by an act or omission of the contractor, the Owners Corporation is to indemnify Advance Strata Consulting Pty Ltd in relation to such claims.

#### 16. After-Hours Trade Emergency Services

The Members noted that there will be a callout fee depending on the day and time of the call out and if it was a public holiday for any After Hours Trade Emergency.



the scotia group

Level 1, 101/ 1060 Thompsons Road  
Cranbourne West Vic 3977  
T: 1300 726 842  
W: scotia.com.au

This service is only for **COMMON AREA TRADE RELATED EMERGENCIES ONLY**. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the Lot Owner or Occupant for this service. Owners are to advise their Tenants that they will have to contact their Property Manager for emergencies related to their own lot not involving the common property.

**NOTE:** *If it is a genuine emergency related to the common area, the cost can be claimed from the insurer.*

#### 17. Emergency Cost Threshold

The members to consider and if approved, **RESOLVED** to authorize the cost threshold of up to \$2,000 for Advance Strata Consulting Pty Ltd to arrange emergency repair works in the event of an emergency.

#### 18. Essential Services

There are no essential services required as this is a Class 1A property.

The Manager reminded all owners that they must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all

times. (Any stored items must be removed). Fire Doors at the property (if applicable) must be kept closed at all times.

## 19. Internal Works

It was **RESOLVED** that all lot owners MUST provide a detailed report to the Owners Corporation before commencing any internal apartment works by completing the fit out works application form. If walls are being considered to be removed or penetrated, an Engineer's endorsement is required, and the necessary permits must be obtained. The façade or outward appearance of the building should not in any way be affected or altered in any way unless approval is first obtained.

Also, all the necessary permits must be obtained from the local council for fit out works in the apartment before commencing any such works. The Owners Corporation is to be kept notified at all times of any permits issued/obtained (please check with the local council if there are any requirements for application of any permits before commencing any fit-out works).

**NOTE:** Owners of individual units are requested to:

- Notify the Owners Corporation of any penetrations to the wall or floor slab within their private lot and;
- Ensure the integrity of the fire doors in their private lots are not compromised;
- Maintain the smoke alarms & air conditioning systems, within their own private lots, to ensure they are in a serviceable condition;
- Notify the Owners Corporation of any application of additional occupancy permits or notices received.

## 20. Election of Committee (to serve until the next Annual General Meeting)

### 20 a. Appointment / Election of Members to the Committee

The following members were elected onto the committee:

Lot No	Name of Lot Owner
1	Mat Mirabella
2	Marie-Claire Gemmel

**20 b.** It was **RESOLVED** that the elected committee assume the role of the grievance committee.

## 21. Appointment of Chairperson of Owners Corporation

It was **RESOLVED** to appoint **MAT MIRABELLA** to be the Chairperson of the Owners Corporation. The Chairperson will be the main liaison person between the Committee and the Manager for operational efficiency.

## 22. Appointment of Secretary of Owners Corporation

It was **RESOLVED** to appoint the Manager of the Owners Corporation to be the Secretary.

## 23. Instrument of Delegation and deciding on the matters and class of matter if any, to be determined only at General meeting

### 23 a. Pursuant to Section 101 and Section 82 of the Owners Corporation Act 2006:

1. **Delegation of the Chairperson** - In accordance with Section 11 of the Owners Corporation Act 2006, it was **RESOLVED** to delegate powers and functions that are capable of being delegated to the Owners Corporation Chairperson to make decisions on the behalf of the Owners Corporation, to ensure the efficient and effective operation of the owners corporation.

2. **Delegation to the Owners Corporation Manager** - In accordance with sections 11 and 120 of the Owners Corporation Act 2006, it was **RESOLVED** to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the owners corporation.
3. **Delegation to the Owners Corporation Secretary** – In accordance with sections 11, 98, 99, 106, 107 and 120 of the Owners Corporation Act 2006, it was **RESOLVED** that the secretary would be delegated all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to ensure the efficient and effective operation of the owners corporation.
4. **Delegation of the Committee** - In accordance with section 11 of the Owners Corporation Act 2006, it was **RESOLVED** to delegate powers and functions that are capable of being delegated to the Owners Corporation committee to make decisions on the behalf of the Owners Corporation.

**NOTE: Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated under Section 11.**

#### **24. General Business**

- 24 a. **Contract of Appointment:** The Manager stated that for it to have the relevant authority to act for the Owners Corporation under the legislation, that the Owners Corporation would be required to sign a 3 year Contract of Appointment. This was because statutory authorities often require formal evidence of the Manager's appointment and authority to represent the Owners Corporation. The member present, Matt, confirmed his agreement and stated that he would arrange for signing of the contract of appointment. The Manager stated that the contract of appointment would be issued to him, backdated to 2023. The Manager thanked Matt for his support.

#### **25. Meeting Closed**

There being no further business to discuss, the meeting was closed at 5.30 pm.

# **Model rules for an owners corporation**

## **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. Committees 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—
  - (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.

## **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.
- (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 14 working 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*.

# Owners Corporations Regulations 2018

## SCHEDULE 2

### Form 2

Owners Corporations Regulations 2018 Reg. 16

## STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

### **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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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.



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	POL11120644
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	Owners Corporation Plan No. SP 22199 398 Station Street, Lalor, VIC, 3075
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 16/05/2025 Expiry Date: 4:00pm on 16/05/2026
INTERMEDIARY ADDRESS	Resolute Property Protect Level 5, 90 Collins Street, Melbourne, VIC, 3000
DATE OF ISSUE	16/05/2025

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,500,000
		Common Area Contents	\$15,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$225,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

INFORMATION ONLY

## Owners Corporation Certificate

*Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporation Regulations 2018  
Subdivision Act 1988*

<b>OC Number</b>	SP022199W
<b>Property</b>	Lot 10, 398 Station St LALOR
<b>Vendor</b>	Matthew Grant
<b>Purchaser</b>	
<b>Reference</b>	5460
<b>This certificate is issued for Lot 10 Plan No. SP022199W</b>	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

**IMPORTANT:** The information in this certificate is issued on **20/03/2026**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are \$35.39 per annum for the year, commencing 01/07/2025 paid Bi-Annually in advance.  
**(The annual contribution fee is subject to change depending on the budget set for the year.)**

Due Date	01/07/2025	01/01/2026	
Amount	\$17.01	\$18.38	
	01/07/2026(Pre-Issue)		
	\$17.70		

- b) The fees are paid up until 31/12/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Unpaid fees and levies presently total **\$18.38** plus penalty interest of **\$0.00**.
- d) The following special fees or levies have been raised and are payable on the dates indicated below- **None as at this date**.
- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are- **Please refer to the AGM minutes of meeting attached**.
- f) The body corporate has the following insurance cover- **Please refer to the insurance certificate of currency attached**.
- g) The Owners Corporation **has** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total funds held by the owners corporation as at 20/03/2026-

	Administrative	Maintenance	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank 398 Station Street Lalor - SP022199W Macquarie Bank BSB: 183-334 Acc No: 261059711	\$2,568.83	\$0.00	\$2,568.83
Levies Receivable	\$987.50	\$0.00	\$987.50
<b>Total Assets</b>	<b>\$3,556.33</b>	<b>\$0.00</b>	<b>\$3,556.33</b>
<b>Liabilities</b>			
<b>Total Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Assets</b>	<b>\$3,556.33</b>	<b>\$0.00</b>	<b>\$3,556.33</b>
<b>Owners Funds</b>			
Opening Balance	\$1,237.56	\$0.00	\$1,237.56
Net Income For The Period	\$2,318.77	\$0.00	\$2,318.77
<b>Total Owners Funds</b>	<b>\$3,556.33</b>	<b>\$0.00</b>	<b>\$3,556.33</b>

- i) The Owners Corporation has no liabilities as at this date.
- j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows-**Lot 1 courtyard via special resolution in Owners Corporation Inaugural General Meeting on 24/07/2023**
- k) The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows - **None known as of this date.**
- l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? - **None known as of this date.**
- m) The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows - **None known as of this date.**
- n) The Owners Corporation **has** resolved to appoint Advance Strata Consulting Group, as manager.
- o) No proposal has been made for the appointment of an administrator
- p) Other information:
- q) The minutes of the most recent Annual General Meeting of the Owners Corporation **(see attached)**

Copy of Model Rules for an Owners Corporation **(see attached)**

Schedule 2 – Statement of Advice and Information for Prospective Purchasers and Lot Owners **(see attached)**

Copy of Insurance Policy Documents **(see attached)**

## OWNERS CORPORATION CERTIFICATE – EXCLUSION, DISCLAIMER & LIMITATION OF LIABILITY

This Owners Corporation Certificate (“Certificate”) has been prepared on behalf of the Owners Corporation and has been issued strictly in compliance with statutory requirements only. The information contained in this Certificate is correct to the best of the Manager’s knowledge as at the date of creation of the Certificate and is based on the Owners Corporation records available at that time. The information contained within this Certificate is subject to change without notice and it is incumbent on the receiver of the Certificate to make all further enquiries required to be satisfied of its contents.

This Certificate does not constitute a statement of fact beyond the records of the Owners Corporation available at the time of the creation of the Certificate. To the maximum extent permitted by law, no warranty, representation, or assurance (express or implied) is given that the information contained in this Certificate is complete, accurate, current, or exhaustive of all matters affecting the Owners Corporation or any lot.

This Certificate does **not** disclose, and is not intended to disclose, any of the following:  
latent defects;

proposed works not formally resolved by the Owners Corporation; informal or preliminary committee discussions;

contingent matters; or

matters not recorded in the Owners Corporation records at the date of issue. The recipient acknowledges and agrees that:

no duty of care is owed beyond statutory obligations; and  
any reliance placed on this Certificate is entirely at the recipient's own risk.

To the maximum extent permitted by law, all liability arising in connection with this Certificate (including liability arising in negligence, misrepresentation, or otherwise) is expressly excluded.

Without limiting the foregoing, any liability that cannot lawfully be excluded is capped at the fee paid for the issue of this Certificate.

To the maximum extent permitted by law, all liability for indirect, consequential, or economic loss is excluded, including (without limitation) loss of bargain, diminution in value, delay, loss of opportunity, or similar loss.

No oral, email, or informal communication forms part of this Certificate or may be relied upon. Only information expressly contained in this Certificate and signed by the authorised signatory is acknowledged.

This Certificate relates solely to matters affecting the Owners Corporation and common property. It does not disclose, and is not intended to disclose, any defects, maintenance issues, compliance matters, alterations, or conditions affecting a private lot, including (without limitation) structural issues, water ingress, services, fixtures, finishes, or works carried out within a lot.

The purchaser, together with its conveyancer and/or legal adviser, must make their own independent enquiries of the vendor and any other relevant parties to satisfy themselves as to all matters affecting the lot and the Owners Corporation. No responsibility is accepted for any reliance placed on this Certificate as a substitute for such enquiries. It is incumbent on the incoming purchaser to obtain an updated Owners Corporation Certificate prior to the Settlement of the property and to make all relevant enquiries to inform themselves of the matters set out in this Certificate pertaining to the Owners Corporation.

This Certificate is governed by the laws of Victoria, Australia, and the courts of Victoria have exclusive jurisdiction.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.  
An applicable fee to provide this service will apply.

**IMPORTANT**

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.  
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

The owners corporation register can be inspected for additional information.  
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.


Date of Issue:

20/03/2026
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Common Seal of Plan No SP022199W



Prepared By:


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Steve Bailey

Ph: 03 86390888 Fax:

*Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation*

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

# Minutes of Annual General Meeting

Owners Corporation Act 2006 Section 72, Owners Corporation Regulations 2018 and Owners Corporation Rules

**Owners Corporation No. SP022199W, 398 Station St, Lalor VIC 3075**

**Held On: Thursday 11th September 2025 @ 4.30 pm, Via ZOOM**

## 1. Registration of Attendance

Lot No	Name of Lot Owner	In Person or By Proxy
1	Mat Mirabella	Via Zoom

## 2. Apologies

None.

## 3. Non-Members In Attendance

Emma Elsworth - Advance Strata Consulting

Rozanne Picardo - Advance Strata Consulting

## 4. Confirmation of Proxies

None.

## 5. Quorum details

A quorum was not established as only 1 out of 5 lots were present either in person or by proxy.

## Notice of Interim Resolution

Pursuant to Part 4 Division 4 Section 78 (1) of the Owners Corporation Act 2006, if there is not a quorum, the General Meeting may proceed but all resolutions are interim resolutions and cannot be acted on until 29 days from the date of the meeting.

Please note that the interim resolution that was passed at the above meeting, as per the minutes of meeting, will become the decisions of the owners corporation. If no petition (from lot owners representing more than 25% of the total votes) is received by the Secretary against the resolution within 29 days of the interim resolution, the resolution will pass.

## What you must do

If you disagree with the result of the interim decision, you must petition the Secretary against the resolution within 29 days of the meeting by the 29th day i.e. - by **10/10/2025**.

## 6. Voting Entitlement and Instructions

Voting was by a show of hands – One Lot, One Vote. All members present are entitled to vote.

## 7. Appointment of Chairperson of Meeting

The members appointed Emma Elsworth to chair the meeting.

## 8. Nomination of a minute taker

The members appointed Rozanne Picardo to take the minutes of the meeting.

## 9. Confirmation of previous minutes

It was **RESOLVED** to adopt the minutes of the previous meeting held on **09/03/2024** as a true and correct record of the meeting.

## 10. Confirmation of Reports

- 10 a. Manager's Report - Manager's Report, was tabled and acknowledged by all members.
- 10 b. Committee's Report – The Chairperson, Mat, was pleased to report that the roof works were fully completed with warranties in place, and the issue of the tree causing driveway damage was also resolved. Tree removal works were completed. He stated that these improvements have enhanced both the appearance and integrity of the common property, with thanks extended to all for their support during the process, being the Manager and fellow lots owners.
- 10 c. Report on Complaints & Disputes – Nothing to report.

## 11. Consideration of Financial Matters

- 11 a. It was **RESOLVED** to adopt the Financial Statements for the year ended **30/06/2025** as presented. The Manager also tabled the following bank account information, as appended below showing the current cash position of the Owners Corporation:

Account Name	BSB	Account No	Admin	Maint	Total
398 Station Street Lalor - SP022199W	183-334	261059711	\$901.87	\$0.00	\$901.87

- 11 b. It was **RESOLVED** that the proposed Administration Budget as presented for the period **7/1/2025 to 30/06/2025** at **\$9,025.00** (including GST) be adopted to meet anticipated general administration, maintenance and other recurrent obligations of the Owners Corporation.
- 11 c. All Owners Corporation Administration fees will be paid **biannually** in advance based on lot liabilities within 28 days of issue of invoice. The due dates are as follows:
  - 1st Instalment due 01/07/2025\*
  - 2nd Instalment due 01/01/2026

**These levies are to continue on a biannually cycle based on the adopted budget until** such time when the new budget is adopted at the next Annual General Meeting,

\*As the first **biannual** invoice has been struck based on the old budget, an adjustment levy will be struck for any shortfalls in the budget to meet all anticipated expenditure and revenue as proposed in the new approved budget.

**NOTE: This is the difference between the previous year's biannual contribution and the new biannual contribution allowing for rounding differences.**

### 11 d. Consideration of Maintenance Fund

It was **RESOLVED NOT** to establish a Maintenance Fund Contribution for the period **01/07/2025 to 30/06/2025**.

- 11 e. It was **RESOLVED** to authorize the Manager to raise a Special Levy should there be a lack of funds in the Owners Corporation account to meet the financial and statutory obligations of the Owners Corporation.

## 12. Administration of Arrears

### 12 a. Penalty Interest Rates (Note the current statutory rate is 10% per annum)

It was **RESOLVED** that in accordance with Section 29 of the Owners Corporation Act 2006 that the Owners Corporation charge interest at the maximum rate of interest payable under the Penalty Interest Act 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

#### **12 b. Authority To Waive Penalty Interest**

It was **RESOLVED** that pursuant to Section 29(4) of the Owners Corporation Act 2006 that the Owners Corporation Manager be delegated the authority to allow the remission of interest where it considers appropriate to do so without the need to report to the AGM in regard to such remission i.e. for such cases as first time offences and other special circumstances that merit such consideration.

#### **13. Recovery of Cost**

It was **RESOLVED** that the Owners Corporation may recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Victorian Civil and Administrative Tribunal (VCAT) and **FURTHER RESOLVED** that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any Lot Owner or Occupier of a Lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018.

A Fee Reminder Notice Fee at a cost of \$30 will be charged to owners in arrears more than 10 days after the due date (28 days from date of invoice).

A Final Notice Fee cost of \$50 will be charged to owners in arrears more than 28 days after the due date, from receiving a contribution reminder notice from the Manager.

A Legal/Mercantile Collection Agency referral fee is to be charged to owners who have received a Final Demand letter from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

The Manager advises that any requests for payment plans by owners who may be in arrears will be referred to the Chairperson of the Owners Corporation for a decision.

The Chairperson will share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation.

The Manager advises that the Reminder Notice Fee and the Final Notice Fee charges is to be paid to the Manager to recover the costs incurred by the Manager for their labour cost and time in issuing such notices.

**Section 135 of the Owners Corporation Act 2006: A lot owner who does not occupy the lot or will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owners mailing address for service of notices and any changes to it immediately.**

#### **14. Review of Current Owners Corporation Insurance Cover**

**14 a.** Members reviewed the insurance covers in accordance with section 59 (division 6) of the Owners Corporation Act 2006 and were satisfied that the Replacement and Reinstatement value of the Property is adequate and that the Insurance Policies Terms and Conditions properly reflect the needs of members. Owners are to acknowledge that Advance Strata Consulting are authorised under their Insurance Authority to provide factual advice ONLY and that the members are to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters are suited their needs.

**Note:** Pursuant to Section 59 of the Owners Corporation Act, the Building Sum Insured must cover the cost necessary to replace, repair or rebuild the property to a condition substantially the same

including the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

**\*Note** – A copy of the Financial Services Guide (FSG) and Product Disclosure Statement (PDS) can be requested from the Manager at any time.

**14 b. Insurance Excess**

It was **RESOLVED** that any excess applicable to insurance claims is to be met by the party causing the damage or, the unit owner responsible for the invitee who caused the damage or, as determined by the Committee. Where the claim is for damage to a member's unit, the excess is to be met by the member causing the damage or otherwise by the member making the claim.

**14 c. Insurance Standing Direction**

It was **RESOLVED** to give the Manager a standing direction to renew the insurance policy upon expiry with the same policy benefits at the best possible price and **FURTHER RESOLVED** that the Manager be authorized to raise a levy to fund the insurance premium or enter into an instalment plan if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006 at all times.

**\*NOTE:** *Members are advised that the Owners Corporation (Section 54 of the Act) building policy does not provide protection for privately owned fittings and fixtures including carpets, curtains, blinds and light fittings, and electrical appliances which are not wired into the premises, and can be removed without interference to the electrical wiring, regardless of the cause of the damage, or the legal liability in respect of any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the owner to ensure that they have adequate Contents Insurance which includes personal Public Liability cover in place. Landlords are advised to have Landlord Contents cover. All Owners and Landlords are advised to check the smoke detector in their apartment on a regular basis to ensure the smoke detectors are in a working condition at all times. If your apartment is leased out please advise your Property Manager to arrange for inspection of all smoke detectors in your apartment to ensure they are in good working order.*

*Declaration: The Manager receives a small fee for assisting the broker/insurer in handling insurance claims and insurance matters. This Fee is used to defray manpower and labour costs incurred by the Manager in dealing with insurance matters, queries, follow up and manhours in coordinating repairs with contractors and affected lot owners, as provided in the contract of Appointment of the Manager. This practice is endorsed by the Strata Community Owners Association, the professional peak body of the Strata Industry and enshrined in SCA industry standard contract of appointment.*

**14 d. Insurance Valuation**

It was noted that there is no requirement for an insurance valuation as one was carried out on **5/16/2024** and is valid for **5 years**.

**15. Identification of Occupational Health & Safety Risk on site**

The Manager advised that the Owners Corporation has a common law duty of care to ensure that the common property is safe and without risks to the safety and health, for contractors/workers, volunteers, visitors and residents alike pursuant to the Work Health and Safety Act 2011 and Occupational Health and Safety Act 2004.

The Manager tabled for the member's consideration to carry out an Occupational Health and Safety audit of common property.

It was **RESOLVED NOT** to carry out an Occupational Health and Safety audit of common property, instead members agreed to carry out regular visual risk assessments of the common area and surrounds in order to identify any safety breaches or OH&S risks at the property and to advise the Manager immediately and authorize them to effect necessary corrective actions on any risk identified.

As part of the Advance Strata Consulting company and OH&S policy, members are to note that Advance Strata Consulting Pty Ltd will only engage contractors that are registered in its data base. Any contractor that is recommended by any member of the Owners Corporation will be required to undergo a registration process and submit the necessary insurances, documentation and any licence (should such licence be required) before they may be awarded any work orders for the Owners Corporation.

Members are to further note that that if the Owners Corporation directs the Manager and insist to engage a contractor on its behalf whom Advance Strata Consulting Pty Ltd does not have any record of the necessary insurance and the required licenses, should in an event of a claim be made against Advance Strata Consulting Pty Ltd arising by an act or omission of the contractor, the Owners Corporation is to indemnify Advance Strata Consulting Pty Ltd in relation to such claims.

#### 16. After-Hours Trade Emergency Services

The Members noted that there will be a callout fee depending on the day and time of the call out and if it was a public holiday for any After Hours Trade Emergency.



**the scotia group**

Level 1, 101/ 1060 Thompsons Road  
Cranbourne West Vic 3977  
T: 1300 726 842  
W: scotia.com.au

This service is only for **COMMON AREA TRADE RELATED EMERGENCIES ONLY**. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the Lot Owner or Occupant for this service. Owners are to advise their Tenants that they will have to contact their Property Manager for emergencies related to their own lot not involving the common property.

**NOTE:** *If it is a genuine emergency related to the common area, the cost can be claimed from the insurer.*

#### 17. Emergency Cost Threshold

The members to consider and if approved, **RESOLVED** to authorize the cost threshold of up to \$2,000 for Advance Strata Consulting Pty Ltd to arrange emergency repair works in the event of an emergency.

#### 18. Essential Services

There are no essential services required as this is a Class 1A property.

The Manager reminded all owners that they must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all

times. (Any stored items must be removed). Fire Doors at the property (if applicable) must be kept closed at all times.

## 19. Internal Works

It was **RESOLVED** that all lot owners MUST provide a detailed report to the Owners Corporation before commencing any internal apartment works by completing the fit out works application form. If walls are being considered to be removed or penetrated, an Engineer's endorsement is required, and the necessary permits must be obtained. The façade or outward appearance of the building should not in any way be affected or altered in any way unless approval is first obtained.

Also, all the necessary permits must be obtained from the local council for fit out works in the apartment before commencing any such works. The Owners Corporation is to be kept notified at all times of any permits issued/obtained (please check with the local council if there are any requirements for application of any permits before commencing any fit-out works).

**NOTE:** Owners of individual units are requested to:

- Notify the Owners Corporation of any penetrations to the wall or floor slab within their private lot and;
- Ensure the integrity of the fire doors in their private lots are not compromised;
- Maintain the smoke alarms & air conditioning systems, within their own private lots, to ensure they are in a serviceable condition;
- Notify the Owners Corporation of any application of additional occupancy permits or notices received.

## 20. Election of Committee (to serve until the next Annual General Meeting)

### 20 a. Appointment / Election of Members to the Committee

The following members were elected onto the committee:

Lot No	Name of Lot Owner
1	Mat Mirabella
2	Marie-Claire Gemmel

**20 b.** It was **RESOLVED** that the elected committee assume the role of the grievance committee.

## 21. Appointment of Chairperson of Owners Corporation

It was **RESOLVED** to appoint **MAT MIRABELLA** to be the Chairperson of the Owners Corporation. The Chairperson will be the main liaison person between the Committee and the Manager for operational efficiency.

## 22. Appointment of Secretary of Owners Corporation

It was **RESOLVED** to appoint the Manager of the Owners Corporation to be the Secretary.

## 23. Instrument of Delegation and deciding on the matters and class of matter if any, to be determined only at General meeting

### 23 a. Pursuant to Section 101 and Section 82 of the Owners Corporation Act 2006:

1. **Delegation of the Chairperson** - In accordance with Section 11 of the Owners Corporation Act 2006, it was **RESOLVED** to delegate powers and functions that are capable of being delegated to the Owners Corporation Chairperson to make decisions on the behalf of the Owners Corporation, to ensure the efficient and effective operation of the owners corporation.

2. **Delegation to the Owners Corporation Manager** - In accordance with sections 11 and 120 of the Owners Corporation Act 2006, it was **RESOLVED** to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the owners corporation.
3. **Delegation to the Owners Corporation Secretary** – In accordance with sections 11, 98, 99, 106, 107 and 120 of the Owners Corporation Act 2006, it was **RESOLVED** that the secretary would be delegated all the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 to ensure the efficient and effective operation of the owners corporation.
4. **Delegation of the Committee** - In accordance with section 11 of the Owners Corporation Act 2006, it was **RESOLVED** to delegate powers and functions that are capable of being delegated to the Owners Corporation committee to make decisions on the behalf of the Owners Corporation.

**NOTE: Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated under Section 11.**

#### **24. General Business**

- 24 a. **Contract of Appointment:** The Manager stated that for it to have the relevant authority to act for the Owners Corporation under the legislation, that the Owners Corporation would be required to sign a 3 year Contract of Appointment. This was because statutory authorities often require formal evidence of the Manager's appointment and authority to represent the Owners Corporation. The member present, Matt, confirmed his agreement and stated that he would arrange for signing of the contract of appointment. The Manager stated that the contract of appointment would be issued to him, backdated to 2023. The Manager thanked Matt for his support.

#### **25. Meeting Closed**

There being no further business to discuss, the meeting was closed at 5.30 pm.

# **Model rules for an owners corporation**

## **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. Committees 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—
  - (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.

## **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.
- (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 14 working 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*.

# Owners Corporations Regulations 2018

## SCHEDULE 2

### Form 2

Owners Corporations Regulations 2018 Reg. 16

## STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

### **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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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.



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	POL11120644
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	Owners Corporation Plan No. SP 22199 398 Station Street, Lalor, VIC, 3075
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 16/05/2025 Expiry Date: 4:00pm on 16/05/2026
INTERMEDIARY ADDRESS	Resolute Property Protect Level 5, 90 Collins Street, Melbourne, VIC, 3000
DATE OF ISSUE	16/05/2025

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,500,000
		Common Area Contents	\$15,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$225,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

INFORMATION ONLY

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 13th March 2026, 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 5 398 STATION STREET, LALOR 3075  
CITY OF WHITTLESEA

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: 13th March 2026

# PROPERTY REPORT

Created at 31 March 2026 10:20 AM

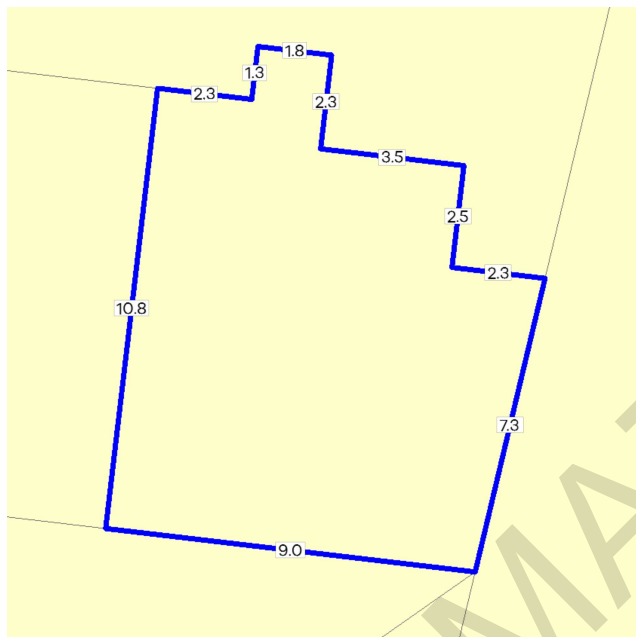
## PROPERTY DETAILS

Address: **5/398 STATION STREET LALOR 3075**  
Lot and Plan Number: **Lot 5 SP22199**  
Standard Parcel Identifier (SPI): **5\SP22199**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **490193**  
Directory Reference: **Melway 8 K4**

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

## SITE DIMENSIONS

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



**Area:** 94 sq. m

**Perimeter:** 43 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

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

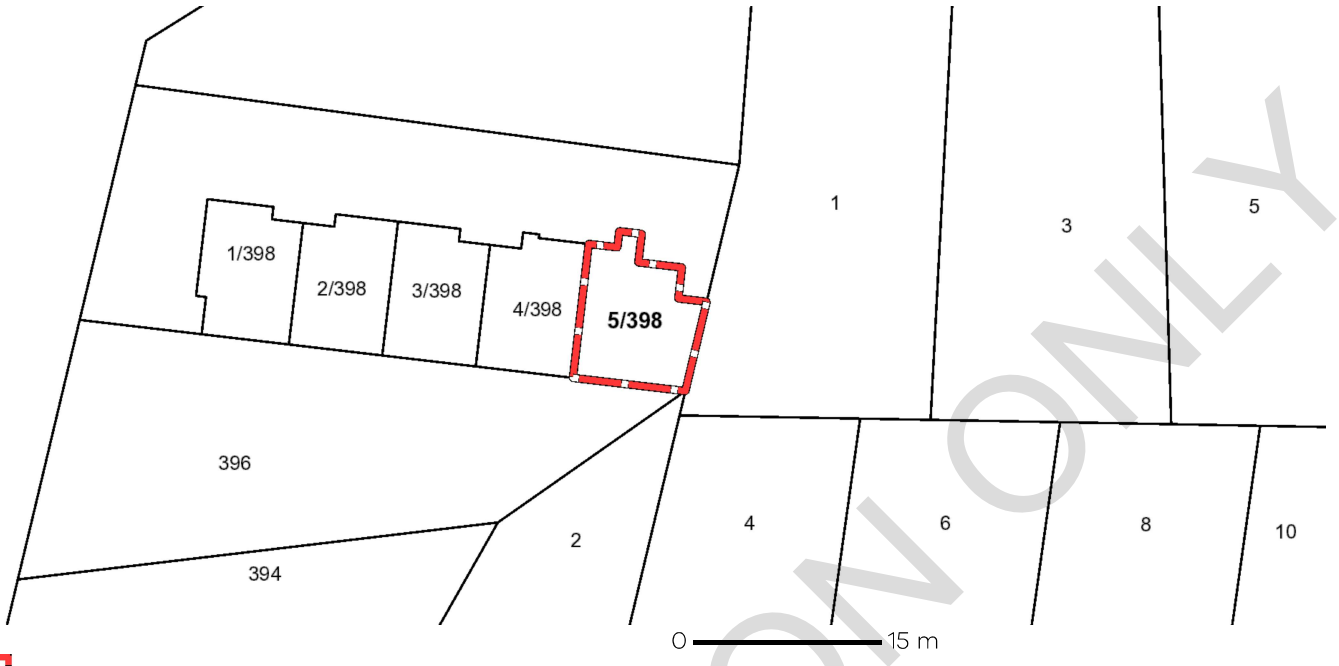
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



 Selected Property

INFORMATION ONLY

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 31 March 2026 10:20 AM

## PROPERTY DETAILS

Address: **5/398 STATION STREET LALOR 3075**  
Lot and Plan Number: **Lot 5 SP22199**  
Standard Parcel Identifier (SPI): **5\SP22199**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **490193**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 8 K4**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## OTHER

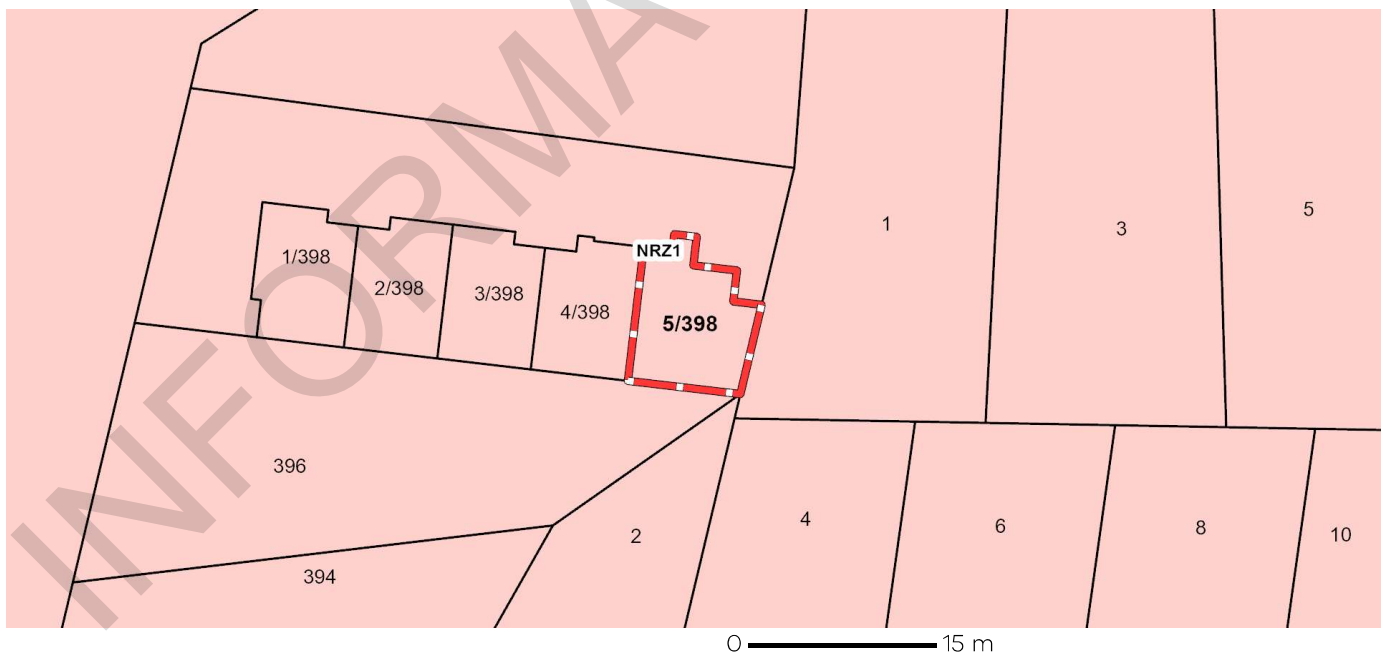
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



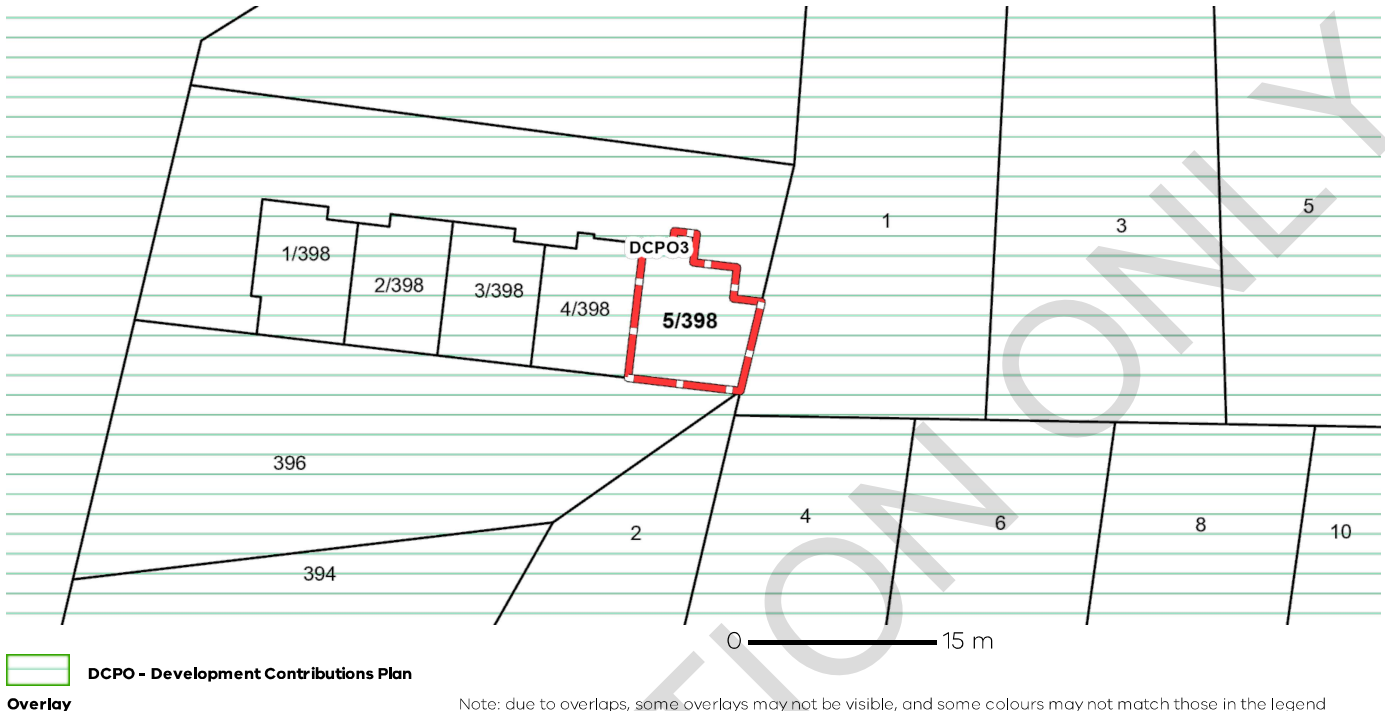
**NRZ - Neighbourhood Residential**

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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



## Further Planning Information

Planning scheme data last updated on 31 March 2026.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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.vic.gov.au/vicplan/>

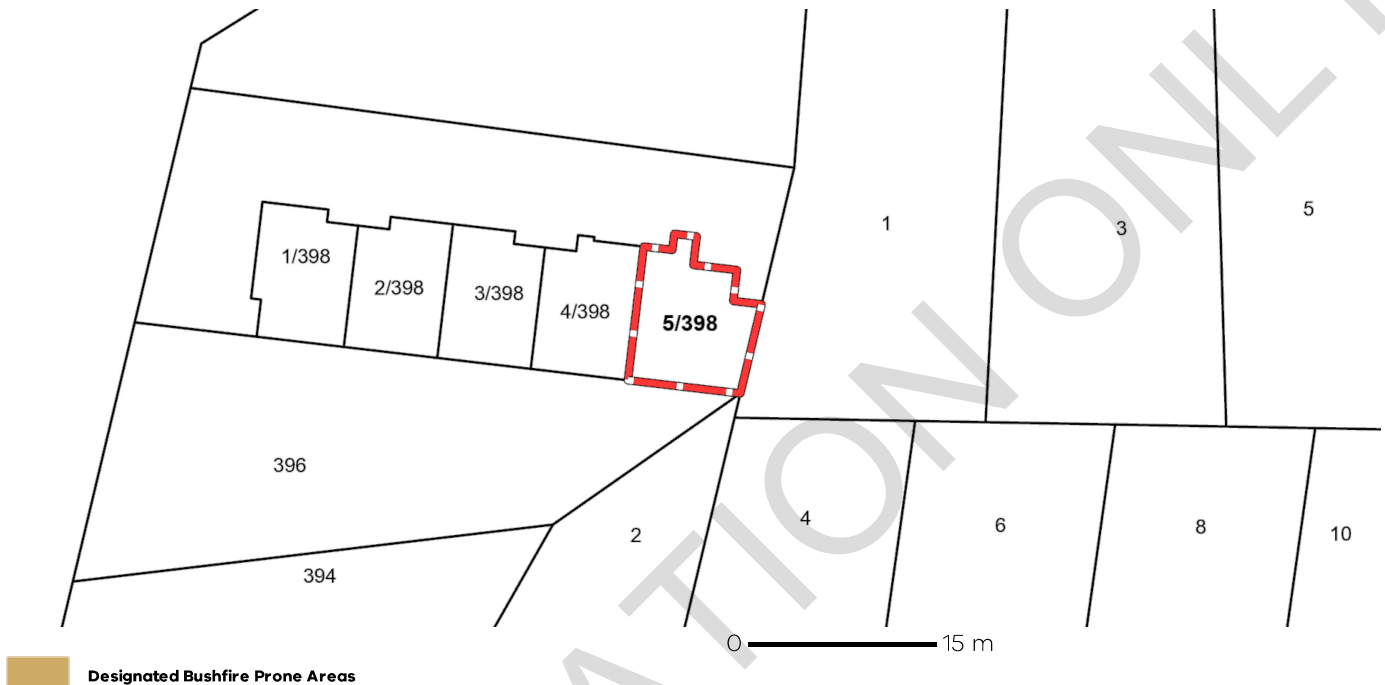
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

## Just Inspections

Building Inspection Service

**Address** 72 York St, South Melbourne VIC 3205,  
Australia

**Phone** 1300 558 119

**Email** [admin@justinspections.com.au](mailto:admin@justinspections.com.au)

**Website** <https://www.justinspections.com.au>

**ABN** 23687620631

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## REPORT ON DOMESTIC BUILDING WORK

SECTION 137B OF THE BUILDING ACT 1993 (OWNER BUILDER CONSTRUCTION)

**Report Details**

<b>Report Date</b>	30 Mar 2026
<b>Structure At</b>	unit 5/398 Station St, Lalor VIC 3075, Australia
<b>Document Prepared By</b>	Bradley Magocha
<b>Licence Number</b>	PE0002781 Registered Professional Engineer

**Client Details**

<b>Contact</b>	Matthew Grant
<b>Address</b>	unit 5/398 Station St, Lalor VIC 3075, Australia
<b>Contact Phone</b>	0438113842

**Weather Details****Sunny**

<b>Temperature (Low / High)</b>	12.4°C / 25.7°C
<b>Humidity</b>	56%
<b>Wind Speed</b>	8.35km/h
<b>Wind Direction</b>	ESE

## 1 Inspection Details

### Construction

#### Main Building Floor Construction

Suspended timber frame

#### Floor Material(s)

Timber

#### Pier Material(s)

Timber

#### Fixed Appliances

Used

#### Services & Utilities

- Electricity
- Gas (natural)
- Sewerage
- Storm water drainage
- Water (mains)

### Site Details

#### Site Description

Domestic building site with private dwelling

#### Site Slope

-

#### Paving

-

#### Trees

-

(As a general rule trees should be no closer to a building than their mature height).

#### Areas Inaccessible at Time of Inspection

-

#### Condition & Status of Incomplete Works

-

#### List of Defects

Bathroom - Missing flexible sealant at junctions.

Living Room - Flooring defects including loose vinyl planks, audible movement of floorboards and a protruding nail to floating boards were observed.

Kitchen - The bench top has an open join. Caulking required around the sink area.

#### General Notes

Minor building defects were observed including squeaky floorboards. Minor cracking to walls and skirting is a pre-existing condition and are consistent with age related movement. Can be remedied by trades.

#### Disclaimer

#### Wall Material(s)

Brick veneer

#### Roof Material(s)

Concrete tile

#### Smoke Alarm

In place

#### Site Location

-

#### Site Drainage

-

#### Boundary Fence

-

We have only inspected areas as instructed by the client. Any defects listed in the Owner Builder Report we recommend engaging a licensed tradesman eg carpenter, plumber, electrician, etc to provide further advice. The report is not a warranty against problems developing with the building in the present or near future. The Owner-Builder states that no secondhand materials have been used in the project(s).

INFORMATION ONLY

## 2 Detail Report: Internal

**Inspected Area** Bathroom

**Floor** Pre-existing. Not included in this report.

**Floor tiles** There are no defects visible or evident in the floor tiles

**Walls** Pre-existing. Not included in this report

**Wall tiles**

- There are no defects visible or evident in the wall-tiles
- Some missing flexible sealant at floor/wall junctions.

**Ceiling** Pre-existing. Not included in this report

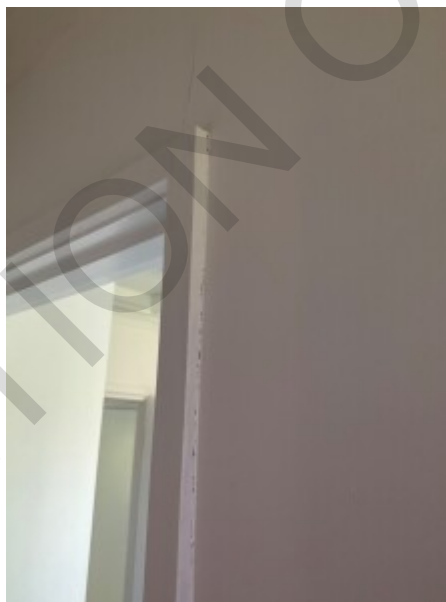
**Windows (Internal)** Pre-existing. Not included in this report

**Doors (Internal)** Pre-existing. Not included in this report

**Joinery** There are no defects visible or evident in the joinery

**Plumbing fixtures** There are no defects visible or evident in the plumbing fixtures

**Photos of Inspected Area**



Minor cracking is a pre-existing condition and not included in the report.



**Inspected Area** Bedroom 1

**Floor** Pre-existing. Not included in this report.

**Floor tiles** • Carpet

**Walls** Pre-existing. Not included in this report

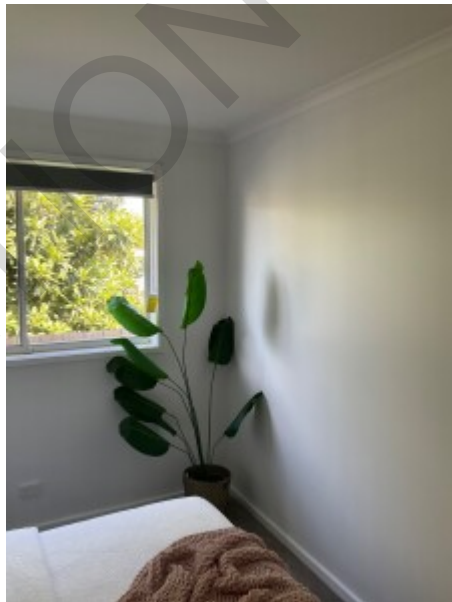
**Ceiling** Pre-existing. Not included in this report

**Joinery** There are no defects visible or evident in the joinery

**Photos of Inspected Area**



Horizontal crack at wardrobe. Pre-existing condition.



INFORMATION ONLY



**Inspected Area** Bedroom 2

**Floor** Pre-existing. Not included in this report.

**Floor tiles** • Carpet

**Walls** Pre-existing. Not included in this report

**Ceiling** Pre-existing. Not included in this report

**Windows (Internal)** Pre-existing. Not included in this report

**Doors (Internal)** There are no defects visible or evident in the door(s)

**Joinery** There are no defects visible or evident in the joinery

**Photos of Inspected Area**





**Inspected Area** Kitchen

**Floor** Pre-existing. Not included in this report.

**Floor tiles** There are no defects visible or evident in the floating floor

**Walls** Pre-existing. Not included in this report

**Wall tiles** There are no defects visible or evident in the wall-tiles

**Ceiling** Pre-existing. Not included in this report

**Joinery** • There are no defects visible or evident in the joinery  
• The bench top has an open join. (see photo). Caulking required around the sink.

**Plumbing fixtures** There are no defects visible or evident in the plumbing fixtures

**Photos of Inspected Area**



The benchtop shows an open joint, which may lead to water seepage and potential damage if not addressed. It is recommended to reseal the joint to prevent moisture ingress and maintain the integrity of the countertop.





The kitchen countertop displays a noticeable gap between the bench and the sink's edge, which could potentially lead to water ingress. It is recommended to seal the gap properly.



**Inspected Area** Living room

**Floor** Pre-existing. Not included in this report.

**Floor tiles** • Some loose vinyl tiles, audible movement of floorboards and a protruding nail to floating boards were observed.

**Walls** Pre-existing. Not included in this report

**Ceiling** Pre-existing. Not included in this report

**Windows (Internal)** Pre-existing. Not included in this report

**Doors (Internal)** Pre-existing. Not included in this report

**Photos of Inspected Area**



Squeaky floorboards



Flooring defects including loose vinyl tiles, audible movement of floorboards and a protruding nail to floating boards were observed. It is recommended that the flooring be assessed by a qualified tradesperson to determine the cause and necessary corrective action to maintain the integrity and safety of the area.

### 3 Conditions, Assumptions & Limitations

- This Report has been prepared and is provided pursuant to the provisions of Section 137B of the Building Act 1993 and in accordance with the special Government Gazette dated May 14, 1996. The Report is valid for a period of six (6) months from the date of the Report.
- This Report covers only building works carried out by the nominated Owner-Builder. Pre-existing works, or works carried out by others, is specifically excluded.
- The inspection of the property is a special purpose property inspection carried out in accordance with the recommendations for, and the limitations of, a visual inspection of residential buildings set out Australian Standards – AS 4349.1 – 2007 Inspection of Buildings Part 1: Property inspections – Residential buildings (hereafter referred to as “AS 4349.1”) except to the extent specifically varied herein.
- The report of the inspection of the property is a special purpose property report prepared in accordance with the recommendations and limitations and conditions set out in AS 4349.1 except to the extent specifically varied herein. It is not a guarantee that works are free from latent of other defects.
- The inspection is a not a standard property inspection within the meaning of Section 2 of AS 4349.1.
- In the event that the client has requested a verbal report of the inspection from Just Inspections its servants or agents prior to being provided with the written report such verbal report is only provided as a summary or an extract of the final written report and such verbal report is not to be relied upon in isolation from, or in lieu of, the final written report.
- Only those parts of the residential building to which reasonable access (as defined in AS 4349.1) is allowed or permitted have been inspected.
- The Report is prepared from and based on a visual inspection only of such parts of the building(s) to which Just Inspections its servants or agents had reasonable and safe access, without moving or removing anything.
- No inspection of woodwork on parts of the structure which are covered, unexposed or inaccessible has been undertaken and therefore this report cannot be relied upon as an assessment that such part of the structure is free from defect.
- Normal or expected construction practices and building techniques that are considered typical of buildings of the age and design of the building have been assumed in the inspection and preparation of the report.
- No assessment has been made of any existing or future impact on the footings or foundations of the building or on the fabric or serviceability of the building works caused by site or ground drainage, trees or any other ground movement caused by swelling, shrinkage or other causes that may include settlement or movement of non-structural or filled ground.
- No assessment has been made of the site or soil, including landslip, or foundation upon which the building, works and or footings and associated building works have been constructed.
- No assessment has been made of any dampness in the building(s) as may have resulted from rising damp, stormwater infiltration or other causes or the likelihood of such dampness occurring other than that revealed by reasonable visual inspection.
- No assessment has been made as to the presence or otherwise of asbestos or other mineral fibre or any other toxic or other potentially harmful materials in the building or in any landfill.

#### 4 Conditions, Assumptions & Limitations (Continued)

- Just Inspections, its servants and agents do not profess to have expertise in pest infestation (including termites and other timber pests). No assessment of pest infestation, or the potential of pest infestation, has been carried out. Nothing in this report should be relied upon as an assessment that the building is either subject to or free from pest infestation, or susceptible to or not susceptible to pest infestation. Just Inspections strongly recommend a specialist pest investigation be carried out.
- No assessment of electrical installations, smoke detectors, residual current devices, plumbing, drainage, gas fitting, air-conditioning, garage door operating mechanism, swimming pool or spa equipment, operation of fireplaces, flues or chimneys, alarm systems, intercom systems, soft floor coverings, appliances (including dishwashers, incinerators, ovens, ducted heating or vacuum systems), paint coatings or hazards has been made.
- No assessment of the matters described in Part 6 of the applicable Building Regulations including the potential for land to flood, be subjected to bushfire attack, or the potential of the building to be subjected to termite attack or the potential of the building to be subject to uncontrolled overland drainage flow has been made.
- No inquiries have been made of the Council or any other statutory authority or service, utility or supply agency.
- No assessment of the siting of the building has been made.
- No assessment of compliance with 4-, 5- or 6-star building regulations has been made.
- No testing of any material, equipment, fittings, fixtures, reticulated surfaces or appliances has been carried out.
- For the purposes of this Report the definition of 'Defect' is identified and described in Section 137C (1) of the Building Act 1993 and Section 8 of the Domestic Building Contracts Act 1995. Any 'Defect' will be regarded in the terms of the requirements and/or the expected practices at the time the Building Work was carried out or any applicable Approval or Building Permit was issued.
- The report, with any attached appendices, is copyright and remains the property of Just Inspections. No part of this report may be copied or reproduced without the prior written consent of Just Inspections.
- The agreement to carry out the inspection and provide the report is governed by and shall be interpreted in accordance with the laws of the State of Victoria and each party unconditionally submits to the jurisdiction of the Courts of Victoria and any Court competent to hear appeals thereafter.
- In the event that the client has not been advised of, or provided with, these conditions prior to receiving the report then should any or all of the conditions of inspection, service and report not be acceptable to the client, then such advice must be notified to Just Inspections in writing within 3 days of the date of this report, otherwise the client accepts all the conditions.
- --- END OF REPORT ---

DATED

2026

**MATTHEW WILLIAM GRANT**

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 5/398 Station Street, Lalor 3075**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: CK:26/4387CK