



**NICHOLAS JAMES**  
— L A W Y E R S —

**WMFPR PTY LTD (ACN 624 536 161)**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: LOT 3, 88 Rockbank Road, Ardeer VIC 3022**

Nicholas James Lawyers  
Suite 3, Level 5, 6 Gladstone Street  
MOONEE PONDS VIC 3039  
Tel: 0390217400  
Fax: 0390217401  
Ref: NT:MJ:2515306

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

# Contract of Sale of Land

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

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

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

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

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

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

**SIGNED BY THE VENDOR(s):** .....

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

**Print name(s) of person(s) signing:** WMFPR PTY LTD (ACN

State nature of authority, if applicable Michael Taouk and Wadeh Taouk as Directors of company

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

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

\*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Harcourts Rata & Co  
1/337 Settlement Road, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766 Mob:

Fax:

Ref: Mr. Steven Marino

#### Vendor

**WMFPR PTY LTD (ACN 624 536 161) AS TRUSTEE FOR WMFPR UNIT TRUST**

C/- Nicholas James Lawyers

Level 5, 6 Gladstone Street Moonee Ponds VIC 3039

#### Vendor's legal practitioner or conveyancer

##### Nicholas James Lawyers

Suite 3, Level 5, 6 Gladstone Street Moonee Ponds VIC 3039

Email: matt@njlawyers.com.au

Tel: 90217400

Mob:

Fax: 90217401

Ref: MJ:2515306

#### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

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

The land is described in the table below –

**Being Lot 3 on proposed plan of subdivision PS930365V being the land described in Certificate of Title Volume 8357 Folio 834**

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **(Lot 3), Unit 3, 88 Rockbank Road, Ardeer VIC 3022**  
**on proposed plan of subdivision PS930365V**

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*  
 All fittings and fixtures of a permanent nature.

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

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

- the above date; and
- 10 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 box is checked, in which case the property is sold subject to\*:

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

a lease for a term ending on \_\_\_\_\_ with options to renew, each of \_\_\_\_\_ years

OR

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

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

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

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## 1 Interpretation and Definitions

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- 1.1 The following words have these meanings in this Contract unless the contrary intention appears:
- Authority** means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements, including the Council;
- Builder** means a builder recognised as a building practitioner under the Building Act 1993 (Vic) who carries out the Property Works.
- Building** means the building to be constructed in accordance with the Plans and Specifications;
- Business Day** means any day on which banks are open for business in Melbourne, Victoria;
- Contract** means these Special Conditions, together with the General Conditions (as amended) and the Annexures, Schedules and Attachments to this contract;
- Council** means the **Brimbank City Council**;
- General Conditions** means the general conditions attached to this Contract;
- GST** means GST within the meaning of the GST Act;
- GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*;
- Guarantee** means a deed of guarantee and indemnity annexed to this Contract
- Lot** means a lot on the plan of subdivision;
- Plan of Subdivision** means the unregistered, draft Plan of Subdivision number PS930365V a copy of which is contained in the Vendor's Statement;
- Planning Permit** means any planning or other permit issued by the Council with respect to the Property (if any), as amended or replaced from time to time;
- Property Works** means the construction and development of the property under the Plans and Specifications consistent with the provisions of this Contract.
- Registration Date** means the latest date for registration of the Plan of Subdivision being not less than **three (3) months** from the date of the Contract of Sale;
- Service** includes any communication, drainage, garbage, electricity, gas, oil, sewerage, telephone or water service;
- Vendor's Statement** means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.
- 1.1 In this Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires;
  - (b) an obligation of two or more parties shall bind them jointly and severally;
  - (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
  - (d) a reference to:
    - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
    - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
    - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments, re-enactments or replacements of any of them.

## 2 Auction Rules

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- 2.1 The property is offered for sale by public auction. Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.
- 2.2 The Rules for the conduct of the public auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules together with the additional requirements as set out in this special condition. A copy of the Schedule 1 Rules are annexed to this Contract and marked "Annexure A".
- 2.3 Within 15 minutes after the fall of the hammer the successful bidder must:
- (a) sign this Contract;
  - (b) pay the deposit set out in this Contract; and
  - (c) arrange for all persons to sign the Guarantee as required under this Contract.
- 2.4 If the successful bidder fails to comply with special condition 2.3, the Vendor may sell the property, either by auction or private treaty, to any other person. In that event the successful bidder will not have:
- (a) any right of action against the Vendor or the Vendor's agent; or
  - (b) any interest in the property, whether legal or equitable.

### **3 Acknowledgment**

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- 3.1 The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:
- (a) a copy of this Contract;
  - (b) a Vendor's Statement (signed by the Vendor); and
  - (c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the *Estate Agent's Act 1980*.

### **4 Whole Contract**

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- 4.1 The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:
- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
  - (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
  - (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
  - (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

### **5 Measurements**

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- 5.1 The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

### **6 Planning Restrictions**

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- 6.1 The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.

### **7 Condition of Property**

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- 7.1 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.
- 7.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 7.1 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.
- 7.3 The Purchaser acknowledges that the improvements on the property 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 may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.
- 7.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 7.5 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 or after the day of sale in respect of all orders or requirements under the building regulations.
- 7.6 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.

## **8 Deposit Held Under Sale of Land Act**

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- 8.1 The deposit must be paid to the Vendor's solicitors or the Vendor's estate agent and will be held by either of them as stakeholder under section 24 of the *Sale of Land Act 1962*.
- 8.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's solicitors.
- 8.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's solicitors as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the *Banking Act 1959* until it is released pursuant to section 27 of the *Sale of Land Act*. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act* may be appropriated in accordance with that Act.

## **9 Indemnity**

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- 9.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under or in connection with this sale and the transfer giving effect to the sale.

## **10 Default**

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- 10.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:
- (a) The remedy by the Purchaser of the default.
  - (b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date.
  - (c) Payment of the Vendor's solicitors reasonable legal costs (on a solicitor/client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.
  - (d) Payment of interest under the following special condition.

## **11 Default Interest**

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- 11.1 If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

## **12 Waiver**

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- 12.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

## **13 Purchaser to Procure Execution of a Guarantee**

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- 13.1 If the Purchaser is or includes a company or a corporation (as those words are defined in the *Corporations Act 2001*) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:
- (a) Immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and
  - (b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's solicitors and to be in substantially the same form as the Guarantee and Indemnity annexed to this Contract and marked "Annexure B" but with the necessary changes being made.

## **14 Substituted Purchaser**

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- 14.1 The Vendor and the Purchaser hereby agree that upon the Purchaser producing to the Vendor not later than fourteen (14) days prior to the Settlement Date of this Contract a nomination form and statutory declaration (in accordance with the requirements of the State Revenue Office) and thereon the Purchaser complying with all the provisions of the Duties Act 2000 in respect of such nomination and also complying with the following provisions, the Vendor will transfer the Property to the Nominee on the date the Vendor would but for this Special Condition transfer the Property to the Purchaser PROVIDED FURTHER upon the Vendor's acceptance of such nomination all monies previously paid by the Purchaser under this Contract shall and are hereby authorised to be credited and paid by the Purchaser or nominated Purchaser and PROVIDED FURTHER:

- (a) That until settlement or the payment in full to the Vendor of all monies due and payable to the Vendor under this Contract, the Purchaser remains personally and absolutely bound by this Contract as if the nomination had not taken place.
- (b) That to further secure the Purchaser or any other person or persons or corporation associated with the Purchaser of the Nominee's performance of the Contract, the Purchaser must and does hereby guarantee the performance by the Nominee or substitute Purchaser of its obligations.
- (c) The Nominee shall by the nomination be deemed to have accepted title and shall not be entitled to make requisitions hereunder.
- (d) The Purchaser under this Contract will always indemnify and keep indemnified the Vendor from and against any claim or claims which hereafter are or may be made against the Vendor arising howsoever under the provisions of this Contract of Sale relating to any such nomination and to;
  - (i) fully and truthfully disclose the circumstances of such nomination to the State Revenue Office; and
  - (ii) pay any additional legal costs incurred by the Vendor arising out of the arrangements above.

The Purchaser acknowledges that the Vendor makes and has made no representations, claims or promises in respect of the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is only responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination.

## **15 Foreign Acquisitions and Takeovers Act 1975**

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- 15.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions & Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 15.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under special condition 15.1.

## **16 Chattels**

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- 16.1 Property in the chattels passes to the Purchaser upon payment of the price.
- 16.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the price on account of the condition of the chattels.

## **17 No Merger**

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- 17.1 Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

## **18 FIRB**

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- 18.1 The Purchaser warrants that one of the following apply:
  - (a) The Purchaser;
    - (i) is not required to provide notice of the entering into of this Contract or the purchase of the property to the Foreign Investment Review Board (FIRB) or any other relevant authority; and
    - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
  - (b) The purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the property by the purchaser on the terms and conditions set out in this Contract.
- 18.2 If the warranty in Special Condition 18.1 is untrue in any respect the purchaser must indemnify the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this Contract.  
Special Condition 18 does not merge at settlement.

## **19 Delivery of Adjustments**

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- 19.1 The purchaser's legal practitioner or conveyancer is to prepare the Statement of Adjustments and provide it to the vendor's legal practitioner, along with all ancillary searches, not less than five (5) days before the Settlement Date.
- 19.2 If the vendor's legal practitioner receives the Statement of Adjustment, along with all ancillary searches, within five (5) days of the Settlement Date the purchaser will be liable to pay a late adjustments fee of \$110.

**20 Settlement**

20.1 Settlement must take place before 3.00pm on the settlement date. If Settlement is delayed or extended beyond this date then, in addition to any default interest the vendor is entitled to in accordance with the Contract, the purchaser shall reimburse the vendor for all reasonably foreseeable losses, damages or expenses, including but not limited to:

- (a) Additional legal fees of \$330 for each and every agreed extension to settlement; and
- (b) Further additional legal fees of \$660 should a Notice of Default be served on the purchaser.

**21 Amendment of General Conditions 21 and 22**

21.1 These General Conditions are amended as follows:

- (a) General Condition 21.2 is amended so that the words "14 days" are replaced with the word "7 days".
- (b) General Condition 22.2 is amended so that the words "14 days" are replaced with the word "7 days".
- (c) General Condition 23 is amended so that the expression 'periodic outgoings' does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.
- (d) General Condition 28 is amended so that it does not apply to any amounts to which section 10G or 10H of the Sale of Land Act applies.

**22 GST withholding - Residential premises or potential residential land**

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input checked="" type="checkbox"/> Withholding payment is required to be made	
<input type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the buyer is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

**22.1 Vendor's notice**

If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise the vendor shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

**22.2 Amount to be withheld by the Purchaser**

Where the margin scheme applies 7% of the purchase price; otherwise 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

**22.3 Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**22.4 Purchaser to remit withheld amount**

- (a) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (b) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**22.5 Vendor to indemnify Purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

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**23 Caveat Prohibited**

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- 23.1 The Purchaser must not lodge or caused to be lodged a caveat on the title Property at any time prior to the Settlement Date and the Purchaser indemnifies the Vendor against any loss, damage, costs or expenses on a full indemnity basis which the Vendor may suffer as a consequence of a breach by the Purchaser of this Special Condition.
- 23.2 The Purchaser unconditionally empowers and authorizes the Vendor to remove any caveat which has been lodged on the title to the property by the Purchaser in contravention of Special Condition 23.

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**24 Outgoings**

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- 24.1 All rates, taxes, assessments and other outgoings in respect of the Property shall be adjusted as at the Settlement Date.
- 24.2 Further to General Condition 23, if the Property is not separately assessed in respect of any periodic outgoings then for the purpose of adjustments, those outgoings will be apportioned to the Property in the same proportion the area of the Property bears to the total area for which the outgoings are assessed

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**25 Services**

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- 25.1 The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available to the Property upon settlement but the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting such services to the Property.
- 25.2 The Vendor and Purchaser acknowledge that the services referred to in the Vendor Statement will be connected to the Property upon an Occupancy Permit being issued and the Purchaser will be reimbursing the Vendor for the connection of any services and/or meters to the Property.

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**26 Access to Property**

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The Purchaser acknowledges that the Vendor and/or Builder may need access to the Property from time to time to carry out ongoing works and repair works after the Settlement Date.

The Purchaser must provide the Builder and the Vendor, their contractors, consultants and other invitees with access to the Property and the Building (on such days and times as the Builder or Vendor nominate) after the Settlement Date to carry out any works, repair works or ongoing works.

If the Purchaser does not provide access to the Property or the Building, the repair works and ongoing works do not have to be carried out, and the Purchaser shall make no claim against the Vendor as a result of any incomplete works.

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**27 Subject to Plan of Subdivision**

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27.1 Plan of Subdivision:

- (a) This Contract is conditional upon the registration of the Plan of Subdivision by the Registration Date. The Vendor shall without delay and at its own expense use its best endeavours to have the Plan of Subdivision registered by the Registrar of Titles by the Registration Date.
- (b) In the event that the Registrar of Titles fails or refuses to register the Plan of Subdivision by the Registration Date, the Purchaser may, so long as the Plan has not been registered, avoid this Contract by notice in writing, in which case the Deposit and all accrued interest (less any bank or government charges, taxes or fees) shall be paid to the Purchaser.
- (c) the Vendor may, by notice in writing delivered to the Purchaser in accordance with Section 10B(3) of the Sale of Land Act 1962 (Vic) request that the Purchaser consent to the rescission of this Contract whereupon if such consent is provided, the Contract shall be at an end and the Deposit together with any interest accrued (less costs, duties and expenses incurred in connection therewith) will be refunded to the Purchaser and neither party shall otherwise have any claim, demand or right of action whatsoever against the other.
- (d) In the event that the Purchaser does not consent to the Vendor's request referred to in this special condition, the Purchaser acknowledges and agrees that the Vendor may apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this Contract in accordance with Section 10E of the Sale of Land Act 1962 (Vic).

27.2 If the Contract is rescinded under this Special Condition:

- (a) All monies paid under this Contract will be refunded to the Purchaser;
- (b) Any Bank Guarantee or Deposit Bond accepted by the Vendor under the Contract will be returned to the Purchaser or the Bank for cancellation; and
- (c) Unless otherwise provided for in this Contract, neither party will have any action right, claim or demand against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure registration of the Plan of Subdivision.
- (d) Notwithstanding Special Conditions 27.1, the Vendor shall not be obliged to carry out any requirements of the Council, the Registrar of Titles, or any other Authority to enable the issue of registration of the Plan of Subdivision if those requirements are unusual or, in the Vendor's opinion, onerous.

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**28 Subdivision works**

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- 28.1 The Purchaser acknowledges that the Property has been or is in the course of subdivisional works, including any road works and allotment grading, and may be filled, raised, levelled, packed or cut.
- 28.2 The Purchaser will not make any requisition or claim any compensation from, or raise any set off against, the Vendor in respect of any subdivisional works.

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**29 Creation of further Encumbrances & Restrictions**

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**29.1 Purchaser's acknowledgement**

The purchaser is aware that at the date of this Contract:

- (a) not all the easements, restrictions on use and positive covenants have been created;
- (b) not all the leases, agreement and arrangements have been made; and
- (c) not all the rights and privileges have been granted, which it may be considered necessary or desirable for the Vendor to create, enter into or grant.

**29.2 Creation**

The Purchaser acknowledges that the Vendor may be required to:

- (a) create easements, enter covenants and grant other like restrictions which affect the Land (including any Common Property on the Plan), including positive covenants in any Section 173 Agreement to allow either or both certification and registration of the Plan; and
- (b) grant leases or privileges or other rights in respect of Common property which the Vendor, acting reasonable, considers necessary for the development and proper functioning of the Land or the Plan including, without limitation an agreement in relation to:
  - (i) the operation, maintenance, management, landscaping and contribution to expenses and use of areas adjacent to the Land;
  - (ii) the cleaning of the external surfaces of the Building, including but not limited to granting rights of access or easements over any balcony of a Lot to allow contractors to access the external surfaces of the Building; and
  - (iii) the integration of public services on and between the Land and other adjoining lands;
  - (iv) the roof of the Building;
  - (v) signage around the building; and
  - (vi) plant facilities.

29.3 The Purchaser specifically consents to the Vendor executing any Section 173 Agreement required by any Authority with control over the Property.

29.4 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser cannot object to, make any requisition or claim, claim any compensation, rescind or determine this Contract or delay Settlement or delay payment of the Balance because of any of the matters included in Special Condition 29.2 unless such matter(s):

- (a) materially restricts or limits the use of the Property; and
- (b) was not made as a result of a requirement or recommendation of an Authority.

**29.5 Termination**

Subject to special condition 29.6, if any creation, entering into, grant or dedication made by the Vendor in accordance with special condition 29.2 materially affects or limits the use of the Property then, unless the creation, entering into, grant or dedication has been made as a result of a requirement or recommendation of an Authority, the Purchaser may terminate the Contract by providing written notice to the Vendor within 10 Business Days of receiving notice from the Vendor, whereupon the Deposit must be refunded to the Purchaser and neither party will have any further liability to the other under this Contract.

29.6 Special Condition 29.5 and Section 10(1) of the Sale of Land Act do not apply in respect of any amendment, which records the final location of any easement shown on the certified Plan.

**29.7 No merger**

This Special Condition 29 does not merge on settlement and continues with full force and effect after settlement.

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**30 Common Area, Services and Licences**

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30.1 In this Special Condition "Common Areas" includes land shown as common property on the Plan of Subdivision and includes:-

- (a) all or part of the airspace above the roof and any other part of any Building or land in the Plan;
- (b) pipes, conduits and service risers penetrating the Building;
- (c) balconies, eaves, terraces, basements and other protrusions where constructed outside the title to any lot on the Plan; and
- (d) areas and facilities set aside for common use.

- 30.2 The Purchaser acknowledges that:-
- (a) until registration of the Plan of Subdivision, the Vendor will own all of the Common Areas and all rights in relation thereto; and
  - (b) after registration of the Plan of Subdivision (at least) until registration of the first transfer of a Lot, the Vendor shall be entitled to exercise all of the powers of the Owners Corporation;
- 30.3 The Vendor may and may permit others to:-
- (a) install affix or erect structures of whatever nature on or to the roof or walls of any Building and any (other) parts of the Common Areas;
  - (b) in stall cabling, line links head ends, wiring, conduits, boxes, wall plates, splitters, other electronic equipment and cable television facilities in any pipes conduits or service risers and any other parts of the Common Areas;
  - (c) install furniture, tables, chairs and other equipment in Common Areas;
  - (d) screen, cordon, wall, or fence off parts of the Common Areas;
  - (e) grant leases over and licences of such Common Areas or in respect of such structures, equipment and facilities and the use thereof and related purposes and procure the Owners Corporation to do the same at a peppercorn or other rental and in perpetuity or otherwise and upon such terms as the Vendor sees fit;
  - (f) create or reserve or procure the Owners Corporation to create or reserve such easements or reservations over the common property as may be necessary to give effect to and to protect the rights of ownership of and access to such structures, equipment and facilities.
- 30.4 The Purchaser expressly approves of and consents to the creation of any such easements, reservations, leases or licences.
- 30.5 The Purchaser acknowledges that:-
- (a) the Vendor or other person installing, affixing or erecting such structures, equipment and facilities shall retain ownership thereof and the same shall not form part of the Property, the Chattels or the common property; and
  - (b) electronic cabling will be made available to the Purchaser and the occupiers and/or owners of all lots on the Plan of Subdivision on such terms and conditions as the Vendor or other owner shall solely determine and as may be permitted by law.
- 30.6 The Purchaser will not do any act or thing or allow any act or thing to be done to the Property or the common property that in any way damages or interferes with the use of such structures, equipment and facilities by the Vendor or other person nominated by the Vendor (or their ability to use the same).
- 30.7 During the term of any such agreement for the supply of electronic services and except as required under the *Telecommunication Act 1997 (Cwth)* or any other legislation, the Purchaser must not permit or allow or request any other electronic services or alternative electronic cabling to be installed within the common property to service the Property, without obtaining the Vendor's prior written consent.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth)

- setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that -
- (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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## Money

### 14. DEPOSIT

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

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic 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 sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

### 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- 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
  - the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - the vendor is taken to own the land as a resident Australian beneficial owner; and
  - 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:
- engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - 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:
- 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;
  - promptly provide the vendor with proof of payment; and
  - otherwise comply, or ensure compliance with, this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- the settlement is conducted through an electronic lodgement network; and
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- 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
  - 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:
- 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;
  - 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
  - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - 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:
- settlement is conducted through the electronic lodgement network; and
  - 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:
- so agreed by the vendor in writing; and
  - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - 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:
- decide if an amount is required to be paid or the quantum of it, or
  - 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:
- at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as

required by and within the time specified in section 14-255; and

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

### 28. NOTICES

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

### 29. INSPECTION

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

### 30. TERMS CONTRACT

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

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

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

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

### 32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

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## 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.

**Annexure A****AUCTION RULES****Sale of Land Regulations 2005****SCHEDULE 1****RULES FOR THE CONDUCT OF  
PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the action.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## Annexure B

### GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

**IN CONSIDERATION** of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will 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 guaranteed moneys or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.
11. When this Guarantee is executed or intended to be executed by two or more persons:
  - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
  - (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
  - (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
  - (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

**SCHEDULE**

GUARANTOR:

Name: .....

Address: .....

GUARANTOR:

Name: .....

Address: .....

**SIGNED SEALED AND DELIVERED** by the Guarantor in the presence of: )  
 ) .....  
 [Signature]

..... Witness  
 [Signature]

..... (Name of Witness)  
 [Please Print]

**SIGNED SEALED AND DELIVERED** by the Guarantor in the presence of: )  
 ) .....  
 [Signature]

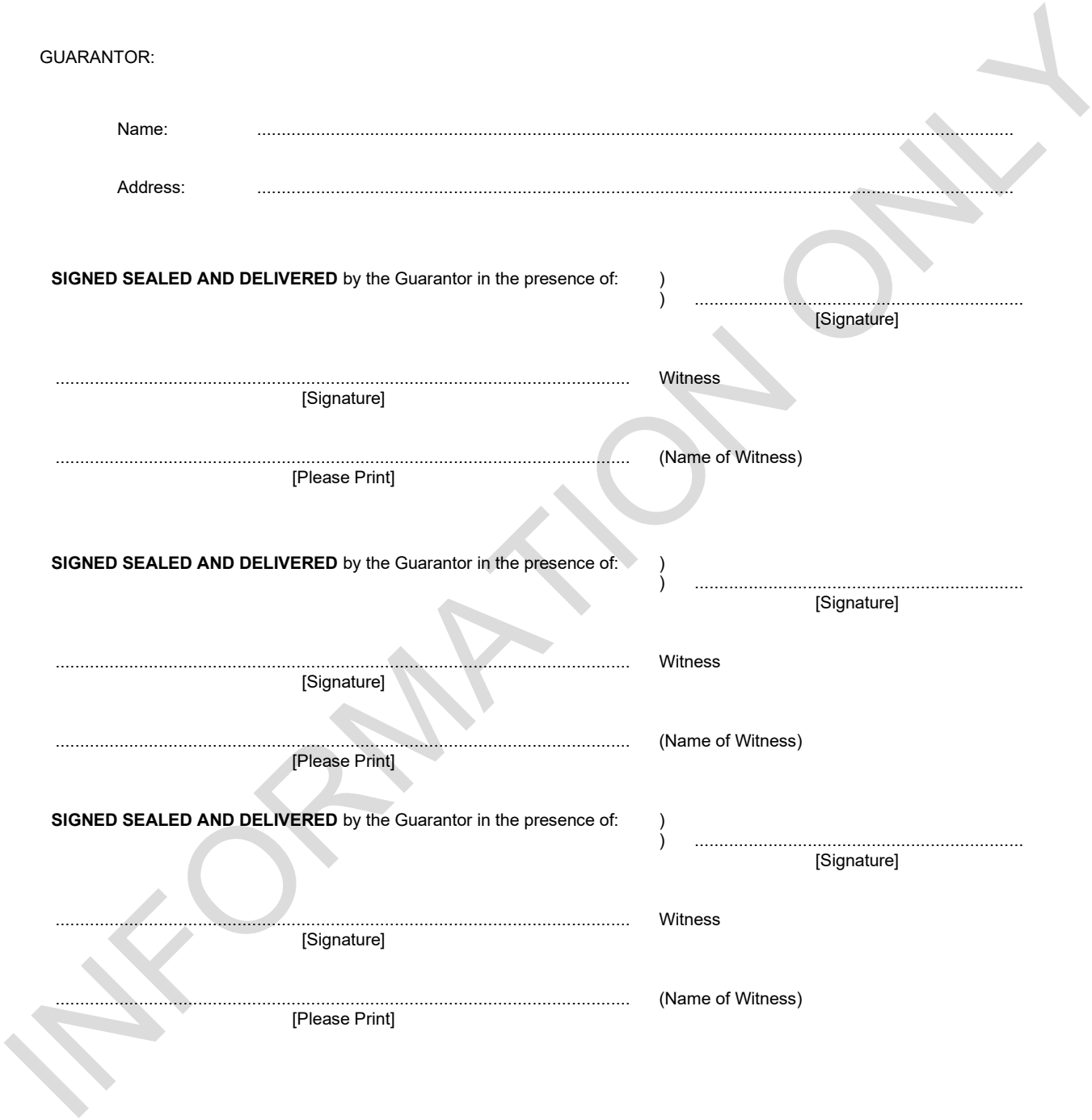
..... Witness  
 [Signature]

..... (Name of Witness)  
 [Please Print]

**SIGNED SEALED AND DELIVERED** by the Guarantor in the presence of: )  
 ) .....  
 [Signature]

..... Witness  
 [Signature]

..... (Name of Witness)  
 [Please Print]





**NICHOLAS JAMES**  
— L A W Y E R S —

**WMFPR PTY LTD (ACN 624 536 161)**

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**VENDOR'S STATEMENT**

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**Property: LOT 3, 88 Rockbank Road, Ardeer VIC 3022**

Nicholas James Lawyers  
Level 5, 6 Gladstone Street  
Moonee Ponds VIC 3039  
Tel: 90217400  
Fax: 90217401  
Ref: NT: MJ:2616919

# 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>	LOT 3, Unit 3/88 Rockbank Road, Ardeer 3022
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<b>Vendor's name</b>	WMFPR Pty Ltd ACN 624536161 as trustee for WMFPR Unit Trust	<b>Date</b> / /
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<b>Vendor's signature</b>	
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3

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

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

# 1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificates.  
An Owners Corporation fee: not to exceed \$3,000 per annum

## 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

None to the Vendor's knowledge

## 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. 100
(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.

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents and includes restrictive Covenant 2503063.

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

None to the Vendor's knowledge
--------------------------------

**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:

Not Applicable.

**4.2. Agricultural Chemicals**

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

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):

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

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

An Owners Corporation will be created upon Registration of Plan of Subdivision.

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 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)*

See attached Certificates
---------------------------

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

Page 1 of 2

VOLUME 08357 FOLIO 834

Security no : 124132758727P  
Produced 06/03/2026 03:22 PM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 052768.  
PARENT TITLE Volume 07907 Folio 001  
Created by instrument B322502 27/11/1961

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
WMFPR PTY LTD of 112 GOOCH STREET THORNBURY VIC 3071  
AQ916318A 12/04/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY932741C 05/03/2025  
PERPETUAL CORPORATE TRUST LTD

COVENANT 2503063

CAVEAT AZ264816L 13/06/2025  
Caveator  
BRIMBANK CITY COUNCIL  
Grounds of Claim  
STATUTORY CHARGE ARISING UNDER THE LOCAL GOVERNMENT ACT 1989.  
Estate or Interest  
INTEREST AS CHARGE  
Prohibition  
ABSOLUTELY  
Lodged by  
RECOVERIES & RECONSTRUCTION LEGAL  
Notices to  
ASHLEY CARTER of SUITE 2 93 WATTON STREET WERRIBEE VIC 3030

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

**DIAGRAM LOCATION**

SEE LP052768 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: 88 ROCKBANK ROAD ARDEER VIC 3022

**ADMINISTRATIVE NOTICES**

Title 8357/834

Page 1 of 2

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

---

Page 2 of 2

NIL

eCT Control 23038S JHK LEGAL AUSTRALIA PTY LTD  
Effective from 05/03/2025

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP052768</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>06/03/2026 15:22</b>

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

# PLAN OF SUBDIVISION

# LP 52768

EDITION 1

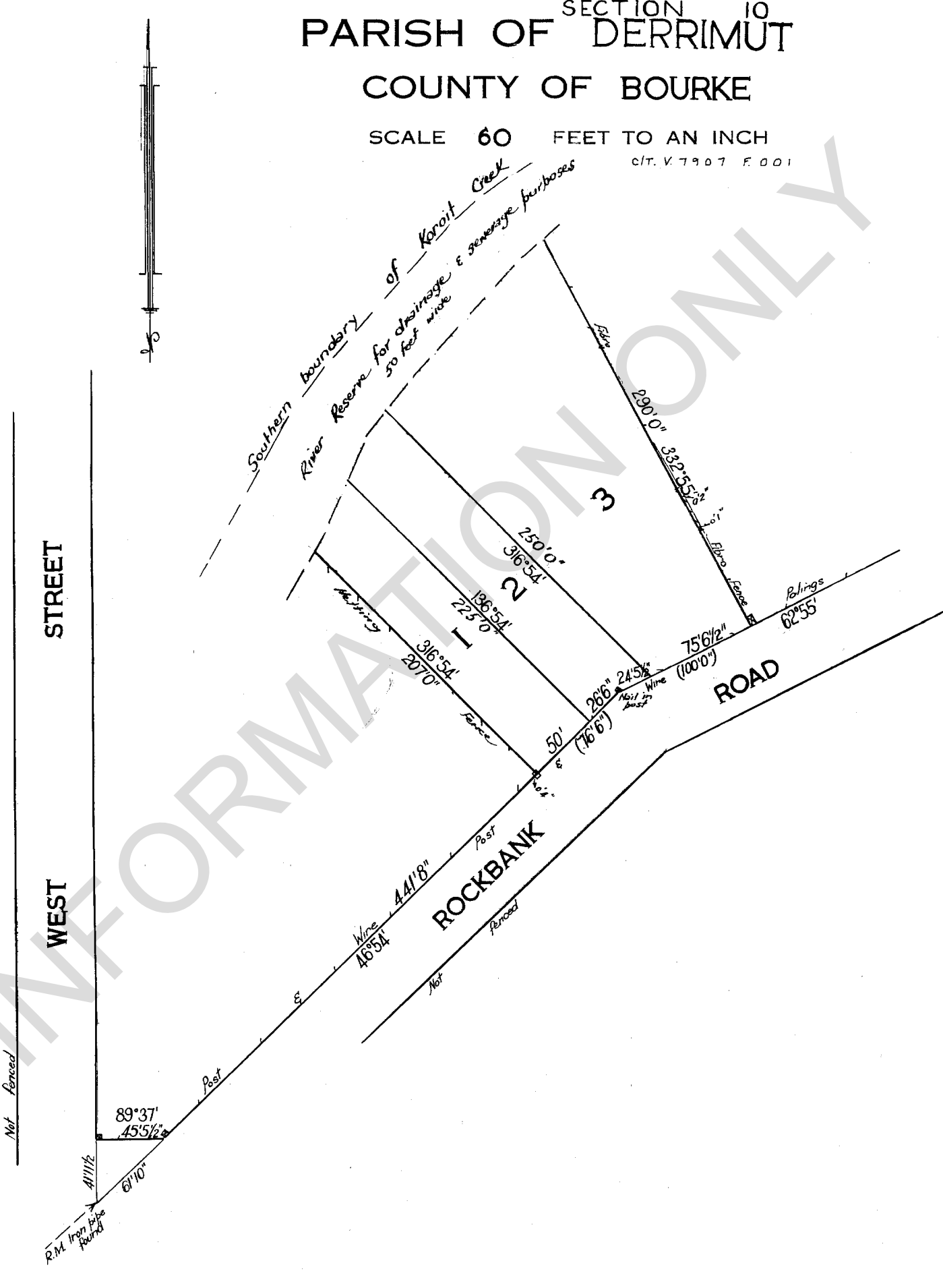
PLAN MAY BE LODGED 17-11-60.

## PART OF CROWN PORTION 2 SECTION 10 PARISH OF DERRIMUT

## COUNTY OF BOURKE

SCALE 60 FEET TO AN INCH

CIT. V. 7907 F. 001



INFORMATION ONLY

# PLAN OF SUBDIVISION

LUV USE ONLY

PS930365V

## LOCATION OF LAND

PARISH: DERRIMUT  
 TOWNSHIP:  
 SECTION: 10  
 CROWN ALLOTMENT:  
 CROWN PORTION: 2 (PART)  
 TITLE REFERENCE: VOLUME 8357 FOLIO 834  
 LAST PLAN REFERENCE: LOT 1 on LP52768  
 POSTAL ADDRESS: 88 ROCKBANK ROAD  
 (at time of subdivision) ARDEER VIC 3022  
 MGA2020 CO-ORDINATES E 306 070 ZONE: 55  
 (of approx. centre of land N 5 816 508 GDA 2020  
 in plan)

COUNCIL NAME: BRIMBANK CITY COUNCIL

## NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:  
 MEDIAN - BOUNDARIES MARKED "M"  
 EXTERIOR FACE - ALL OTHER BOUNDARIES

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.  
 FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATIONS SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES.

## VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

## NOTATIONS

STAGING: THIS IS NOT A STAGED SUBDIVISION  
 PLANNING PERMIT No.:  
 DEPTH LIMITATION: DOES NOT APPLY.  
 SURVEY: THIS PLAN IS BASED ON SURVEY.  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s): IN PROCLAIMED SURVEY AREA No.: -

## EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF

TERRAIN CONSULTING GROUP PTY LTD  
 418 HIGH STREET  
 KEW VIC 3101  
 PH 9853 3352 FAX 9853 8907

SURVEYORS FILE REF: 25049

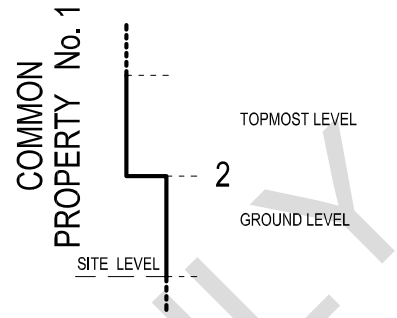
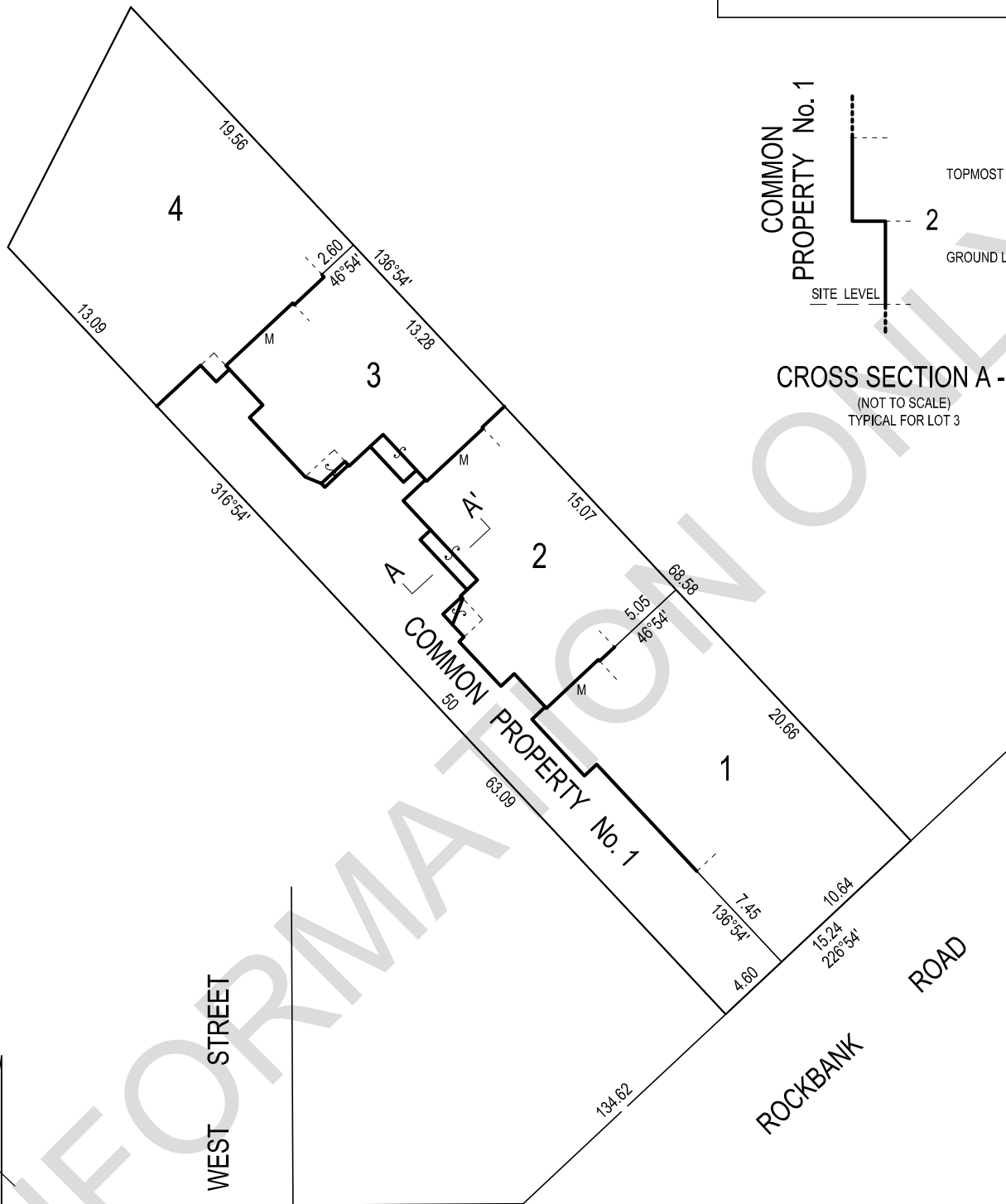
ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2

PETER MICHAEL MCCARTHY  
 VERSION: 1

This document was printed from SPEAR on: 26/03/2026 05:17 pm.

PS930365V



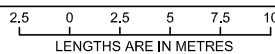
**CROSS SECTION A - A'**  
 (NOT TO SCALE)  
 TYPICAL FOR LOT 3



This document was printed from SPEAR on: 26/03/2026 05:17 pm.

TERRAIN CONSULTING GROUP PTY LTD  
 418 HIGH STREET  
 KEW VIC 3101  
 PH 9853 3352 FAX 9853 8907  
 SURVEYORS FILE REF: 25049

SCALE  
 1:250



ORIGINAL SHEET  
 SIZE: A3

SHEET 2

PETER MICHAEL MCCARTHY  
 VERSION: 1

# OWNERS CORPORATION SCHEDULE

PS930365V

Owners Corporation No. 1

Plan No. PS930365V

Land affected by Owners Corporation: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	200	200
Balance of existing OC	0	0
Overall Total	200	200

### Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	56	50									
2	52	50									
3	48	50									
4	44	50									

This document was printed from SPEAR on: 26/03/2026 05:17 pm.

Terrain Consulting Group Pty Ltd  
418 High Street Kew VIC 3101

SURVEYORS FILE REFERENCE: 25049

SHEET 1 OF 1

ORIGINAL SHEET  
SIZE: A3

PETER MICHAEL McCARTHY

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1232710

## APPLICANT'S NAME & ADDRESS

NICHOLAS JAMES LAWYERS C/- INFOTRACK (LEAP) C/-  
LANDATA

DOCKLANDS

## VENDOR

WMFPR PTY LTD

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

355574

This certificate is issued for:

LOT 1 PLAN LP52768 ALSO KNOWN AS 88 ROCKBANK ROAD ARDEER  
BRIMBANK CITY

The land is covered by the:

BRIMBANK 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 SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 5
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

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

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)

06 March 2026

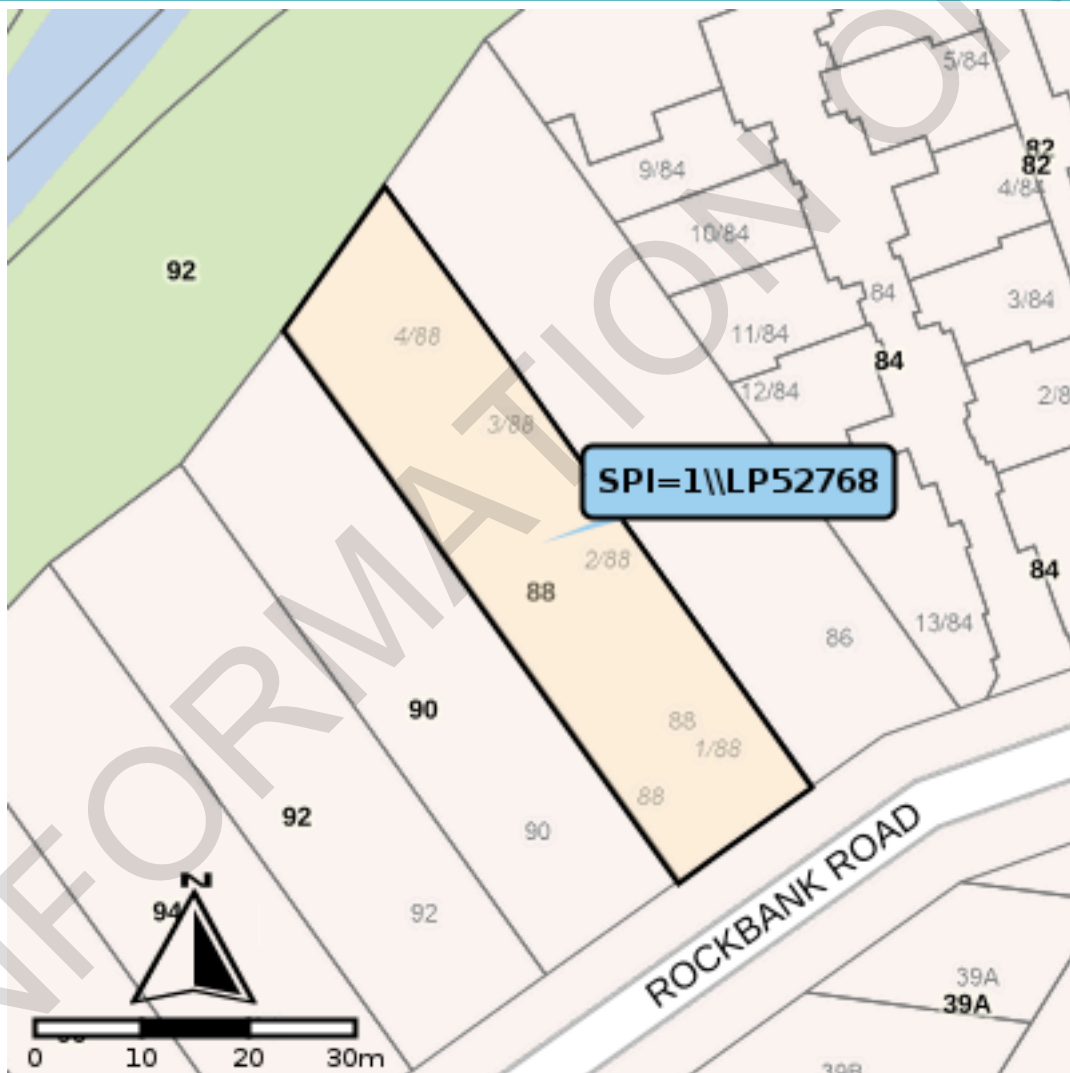
**Sonya Kilkeny**  
Minister for Planning

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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 17 March 2026 03:28 PM

## PROPERTY DETAILS

Address: **88 ROCKBANK ROAD ARDEER 3022**  
 Lot and Plan Number: **Lot 1 LP52768**  
 Standard Parcel Identifier (SPI): **1\LP52768**  
 Local Government Area (Council): **BRIMBANK**  
 Council Property Number: **734855**  
 Planning Scheme: **Brimbank**  
 Directory Reference: **Melway 25 K10**

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

[Planning Scheme - Brimbank](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

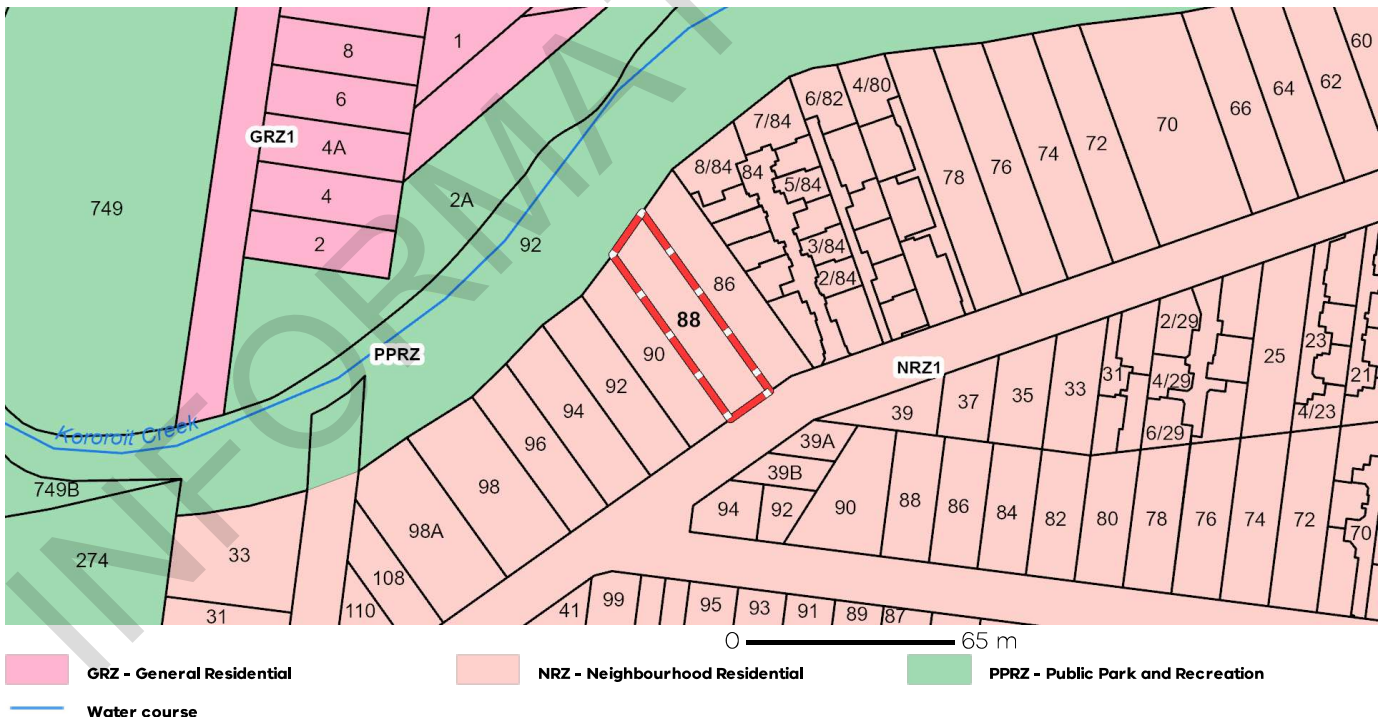
Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **LAVERTON**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlays

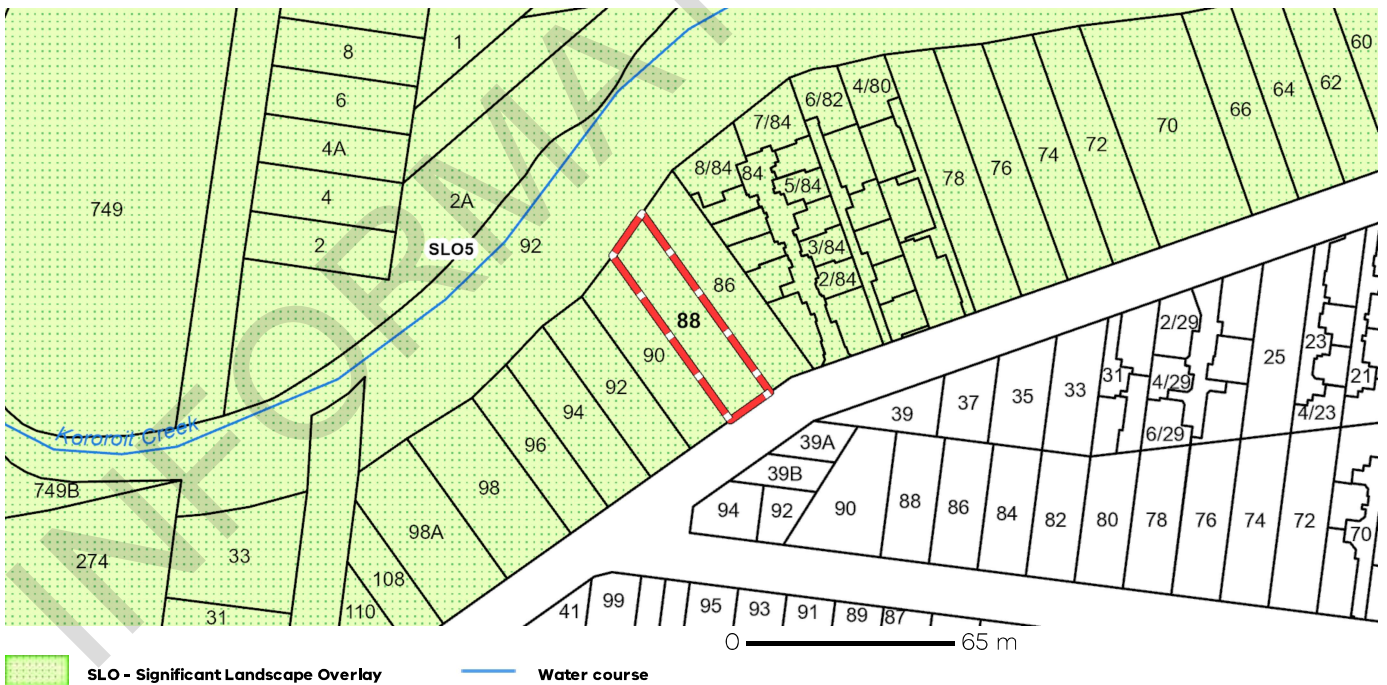
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 5 \(SLO5\)](#)



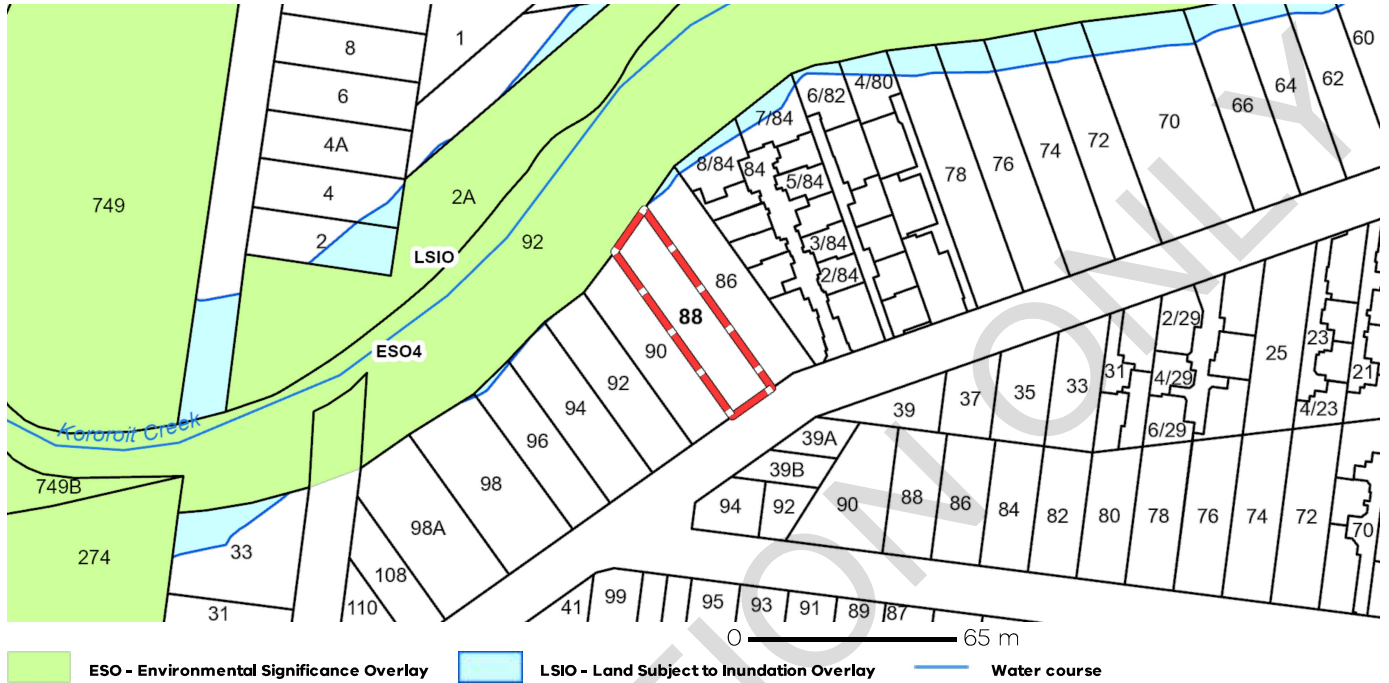
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 13 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)

Created at 17 March 2026 03:27 PM

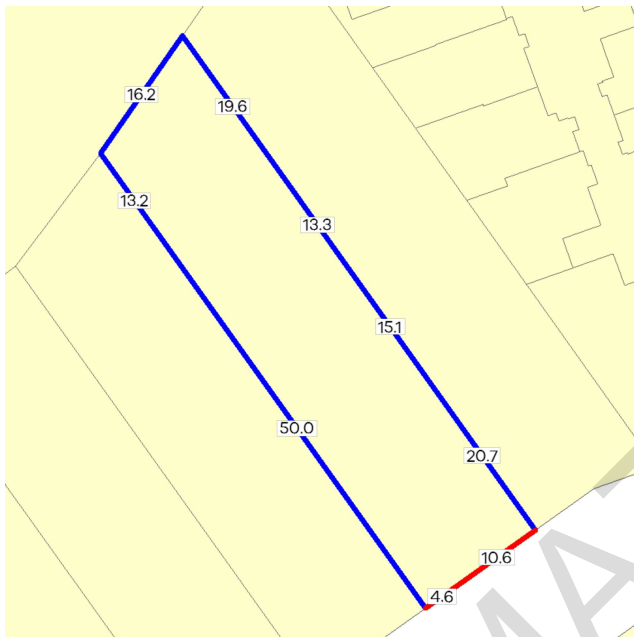
## PROPERTY DETAILS

Address: **88 ROCKBANK ROAD ARDEER 3022**  
Lot and Plan Number: **Lot 1 LP52768**  
Standard Parcel Identifier (SPI): **1\LP52768**  
Local Government Area (Council): **BRIMBANK**  
Council Property Number: **734855**  
Directory Reference: **Melway 25 K10**

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

## SITE DIMENSIONS

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



**Area:** 1003 sq. m

**Perimeter:** 163 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **LAVERTON**

## 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





LANDATA COUNTER SERVICES  
LEVEL 13 697 COLLINS ST  
DOCKLANDS VIC 3008

## Information Statement Certificate

**Reference number**  
79866584-023-8

**Statement number**  
6500810080

**Date of Issue** 6 Mar 2026

**Total amount**

**\$2,131.70**

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

**Property address** 88 ROCKBANK ROAD, ARDEER VIC 3022

**Property number** 8495410000

**Lot on Plan** 1\LP52768

**Comments**

### Payment options

Greater Western Water ABN 70 066 902 467



**BPAY**  
Biller code: **8789**  
Ref: **81323400006**  
Go to **bpay.com.au**  
@Registered to BPAY  
Pvt Ltd  
ABN 69 079 137 518



**Australia Post**  
Billpay code: **0362**  
Ref: **0813 2340 0007**  
Pay at any post office,  
by phone **13 18 16**, at  
**postbillpay.com.au**, or  
via Auspost app



\*362 081323400007

# Annual Charges

## Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
<b>Residential Water Service Charge</b>	\$224.24	Quarterly	\$168.33	\$168.33
<b>Residential Sewer Service Charge</b>	\$297.98	Quarterly	\$223.69	\$223.69
<b>Parks</b>	\$89.79	Quarterly	\$67.40	\$67.40
<b>Waterways and Drainage</b>	\$125.00	Quarterly	\$93.82	\$93.82
<b>Total annual charges</b>	<b>\$737.01</b>		<b>\$553.24</b>	<b>\$553.24</b>

## Other charges and adjustments

<b>Service charges owing for previous financial years</b>	\$1,394.69
<b>Adjustments</b>	\$0.00
<b>Total charges and adjustment</b>	<b>\$1,947.93</b>

## Outstanding charges

<b>Current balance</b>	\$1,947.93
<b>Plus remainder service charges to be billed</b>	\$183.77
<b>Total charges</b>	<b>\$2,131.70</b>

## Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 09/04/2022 and this statement does not include any volumetric charges from this date.

## Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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.

Conditional consent has been previously given ( File Ref. ) to the owner of the property to erect a structure over the sewer and/or easement. The conditions of that consent are binding the owner(s) of the land and successors in title.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

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Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

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Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

## General Information

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If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - [gww.com.au/information-statements](http://gww.com.au/information-statements). Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,

*Terence Alvares*

Terence Alvares

General Manager, Customer Experience

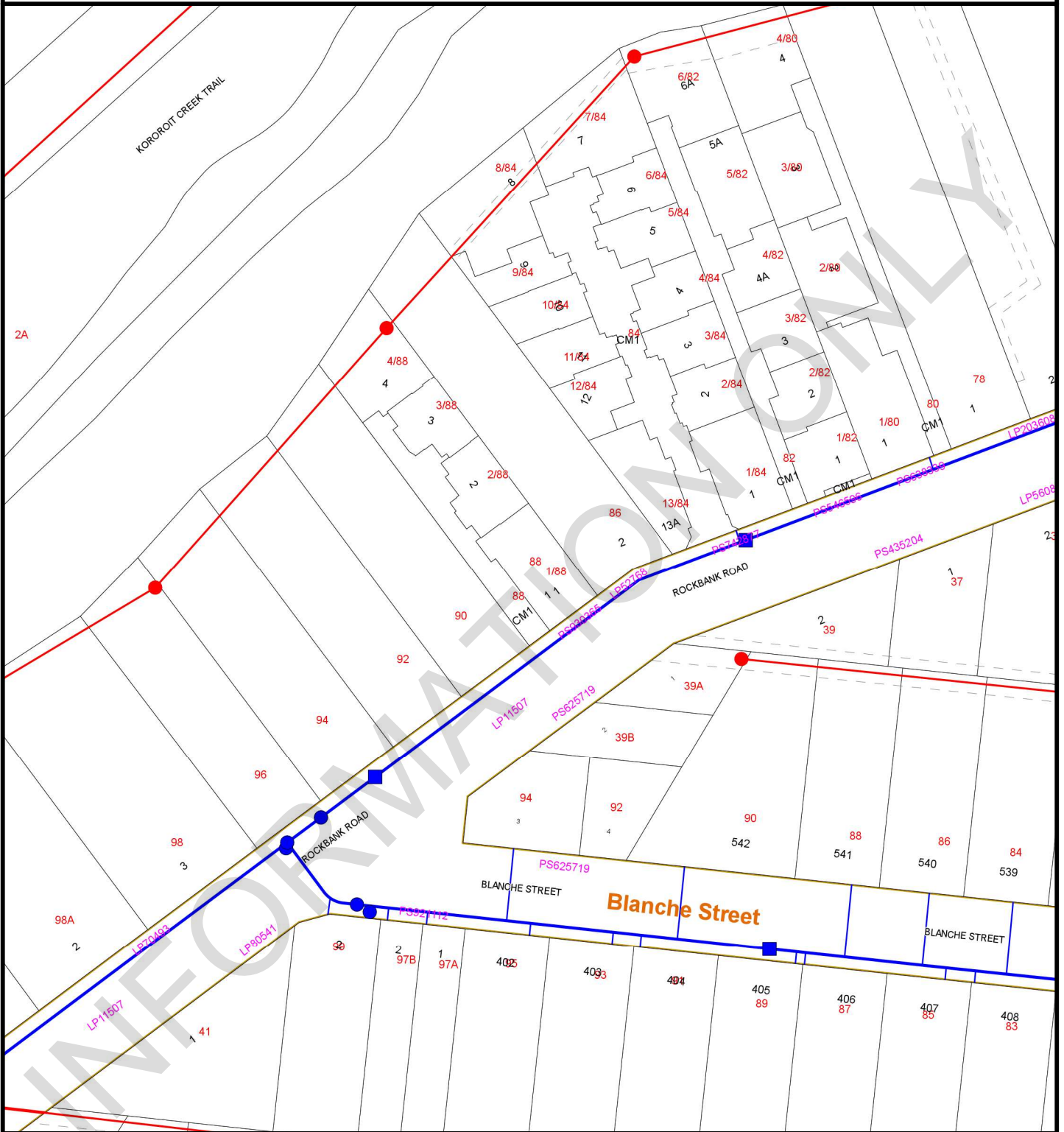
# INFORMATION STATEMENT PLOT

Address :

**88 ROCKBANK ROAD ARDEER VIC 3022**

Reference :

**PID000145948**



Scale 1:1000  
Printed on : 06/03/2026

Water Main DOES NOT traverse property  
Sewer Main DOES traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water  
36 Macedon St.  
Sunbury  
Locked Bag 350  
Sunshine  
VIC 3020  
Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



## **LAND INFORMATION CERTIFICATE**

Section 121 of the Local Government Act 2020.

T 9249 4000  
W brimbank.vic.gov.au  
E info@brimbank.vic.gov.au  
PO BOX 70  
Sunshine, Victoria 3020

### **Rates and Charges for period 1 July 2025 to 30 June 2026.**

Your Reference: 79866584-015-3  
Assessment Number: 734855

Certificate Number: 121644  
Issue date: 16/03/2026

#### **APPLICANT:**

LANDATA  
GPO Box 527  
MELBOURNE VIC 3001

**AVPCC:** 100 - Vacant Residential Dwelling Site/Surveyed Lot

#### **PROPERTY LOCATION: 88 ROCKBANK ROAD ARDEER 3022**

Title: LOT: 1 PLN: 52768  
Volume No:  
Folio No.  
Ward: Cherry Creek

Capital Improved Value: \$700,000  
Net Annual Value: \$35,000  
Site Value: \$700,000  
Effective Date: 1/7/2025  
Base Date: 01/01/2025

#### **RATES CHARGES AND OTHER MONIES:**

Vacant Land Rate Date Levied 14/07/2025	\$2,567.11
Municipal Charge Date Levied 01/07/2025	\$86.52
Public Amenities Cleansing Levy Date Levied 01/07/2025	\$96.08
ESVF - Residential (Fixed) Date Levied 01/07/2025	\$136.00
ESVF - Residential (Variable) Date Levied 01/07/2025	\$121.10
Rate Arrears to 30/06/2025:	\$7,330.13
Interest to 16/03/2026:	\$496.40
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
<b>Total Rates &amp; Charges Due:</b>	<b>\$10,833.34</b>
<b>Additional Monies Owed:</b>	
Debtor Balance Owing	<b>\$5,736.80</b>
Unightly grass and rubbish removal completed 29/1/25 Debtor account number: 50811.16	
<b>Special Charge:</b> nil	nil
<b>TOTAL DUE:</b>	<b>\$16,570.14</b>

In accordance with Section 175 (1) of the Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

.....  
**PLEASE NOTE : PROPERTY MAY BE SUBJECT TO LAND CLEARANCE FEES**  
.....

Assessment Number: 734855  
Certificate Number: 121644



**Biller Code: 93948**  
**Reference No: 00000734855**  
**Amount: \$16,570.14**

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.  
**More info: [bpay.com.au](http://bpay.com.au)**

.....  
**ADDITIONAL INFORMATION:**

Council will not provide a waste collection to this property. A private waste collection service will need to be organised in association with, and implemented by the Owners Corporation. Refer to 23/264711 - Planning Permit - P0336/2021 - 88 Rockbank Road Ardeer

**IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council.

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

.....  
For further information contact:  
Revenue Department  
Tel: (03) 9249 4000.

*CR Humbert*

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AUTHORISED OFFICER

INFORMATION ONLY

## Welcome to Brimbank City Council

I wish to take this opportunity to advise you of Council's General Local Law 2018 Clause 8.2 Condition of Land and 11.0 Vacant Land which requires all owners of vacant land to keep it in a neat and tidy condition all year round.

### **8. Condition of Land**

8.2 *An owner of any land must keep grass, weeds and undergrowth on that land at a height below 150mm in height*

### **11 Vacant Land**

11.1 *The owner of any vacant land must, take all steps to ensure their land is not illegally accessed and must not cause or allow their vacant land to:*

- a. Be kept in a manner that is unsightly;*
- b. Be kept in a manner by which trees, plants or other things overhang any road at a height of less than 3 metres;*
- c. Be kept in a manner that creates a haven for snakes, vermin, weeds, insects or other pest plants and animals;*
- d. Have rubbish, disused excavation, waste material, machinery or derelict vehicles dumped on it, or any stockpile accumulated on it that adversely affects the amenity of the property;*
- e. Be kept in a manner that may be dangerous or is likely to cause a danger to any person or property;*
- f. Be used to store or park a vehicle other than a vehicle registered in the name of the owner of the vacant land.*

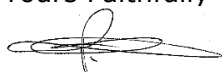
Please remember it is your responsibility to ensure your property is maintained in the required manner all year round. You should undertake routine inspections of your block for rubbish, litter, long grass, weeds or noxious weeds and then arrange removal, if required.

It is suggested that at least 6 cuts per year would be required at 6 – 8 weekly intervals to keep the grass within the height requirements.

***If at any time during the year, an Authorised Officer of Council does identify your block to be in breach of the above conditions, Council's contractor may be instructed to clear the property and you will be invoiced for this cost. In addition you may also incur a fine of \$800.00.***

If you have any questions regarding your obligations, please contact Council's Customer Service Centre on 9249 4000.

Yours Faithfully



John Petrero  
Manager, Regulatory Services

# Building Information Certificate 51(1)

Building Act 1993  
Building Regulations 2018  
Regulation 51(1)



Your Reference: 79866584-017-7  
Our Reference: 25937  
Contact: Deanne Andrew  
Telephone no: 9249 4603

T 9249 4603  
W brimbank.vic.gov.au  
E info@brimbank.vic.gov.au

PO BOX 70  
Sunshine, Victoria 3020

301 Hampshire Road  
Sunshine, Victoria 3020

LANDATA  
GPO Box 527  
MELBOURNE VIC 3001

<b>Property Address:</b>	<b>88 ROCKBANK ROAD ARDEER 3022</b>
<b>Title Information:</b>	<b>LOT: 1 PLN: 52768</b>

**(a) Details of any permit or certificate of final inspection issued in the preceding 10 years;**

Building Permit/ Approval No.	Date Issued	Description of Work	Occupancy Permit/Certificate of Final Inspection	
			Date	No.
7237429695559	29/01/25	Demolition of Dwelling and Outbuilding	07/04/25	7237429695559
1825558750869	19/02/25	4 x Unit Development	---	Not Completed

**(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2);**

Statement Details	Date Issued	RBS Name
Nil		

**(c) Details of any current notice or order issued by the relevant building surveyor under the Act;**

Building Enforcement Type	Date Issued	RBS Name
Nil		

**PLEASE NOTE:**

- Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent enquiries should be made if in any doubt or if any problem is anticipated or encountered.
- All residential properties with existing swimming pools or spas must have compliant safety pool fencing.
- All dwellings must have approved self-contained smoke alarms installed in appropriate locations.

**BUILDING COMPLIANCE  
BRIMBANK CITY COUNCIL  
DATE: 12 March 2026**

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Nicholas James Lawyers C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 355574

NO PROPOSALS. As at the 6th 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®.

88 ROCKBANK ROAD, ARDEER 3022  
CITY OF BRIMBANK

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: 6th March 2026

# Property Clearance Certificate

## Land Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

<b>Your Reference:</b>	2616919
<b>Certificate No:</b>	98095960
<b>Issue Date:</b>	06 MAR 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 88 ROCKBANK ROAD ARDEER VIC 3022

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** WMFPR PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

**Comments:** Refer to attachment

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

**Comments:** Refer to attachment

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$700,000
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SITE VALUE (SV):	\$700,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$9,665.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 98095960

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,850.00

Taxable Value = \$700,000

Calculated as \$2,250 plus ( \$700,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,000.00

Taxable Value = \$700,000

Calculated as \$700,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98095960

### 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: 98095960

### 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

## Land Tax

Certificate No: 98095960

Land Address: 88 ROCKBANK ROAD ARDEER VIC 3022

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1259565	1	52768	8357	834	\$9,665.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
WMFPR PTY LTD	2026	\$700,000	\$2,850.00	\$0.00	\$2,850.00
WMFPR PTY LTD	2025	\$670,000	\$2,670.00	\$0.00	\$2,670.00
WMFPR PTY LTD	2024	\$670,000	\$2,670.00	\$0.00	\$2,670.00
WMFPR PTY LTD	2023	\$700,000	\$1,475.00	\$0.00	\$1,475.00

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 1259565 \$9,665.00

Total: \$9,665.00

INFORMATION ONLY

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2616919
Certificate No:	98095960
Issue Date:	06 MAR 2026
Enquires:	ESYSPROD

**Land Address:** 88 ROCKBANK ROAD ARDEER VIC 3022

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1259565	1	52768	8357	834	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	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:	\$700,000
SITE VALUE:	\$700,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98095960

## 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 / NICHOLAS JAMES LAWYERS

Your Reference:	2616919
Certificate No:	98095960
Issue Date:	06 MAR 2026

**Land Address:** 88 ROCKBANK ROAD ARDEER VIC 3022

Lot	Plan	Volume	Folio
1	52768	8357	834

**Vendor:** WMFPR PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

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

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98095960

## 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: 98095961

### 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: 98095961

### 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.



**FORM 2**  
Regulation 37(1)  
**Building Act 1993**  
Building Regulations 2018

**BUILDING PERMIT**  
Building Permit No. 1825558750869  
ISSUED 19 February 2025

**ISSUED TO**

<b>Agent of Owner</b>	RGJP Corporation Pty Ltd	
<b>ACN</b>	617524311	
<b>Postal Address</b>	37 High Street Preston	<b>Postcode</b> 3072
<b>Email</b>	bashara@bqarchitects.com.au	
<b>Address for serving of documents:</b>	37 High Street Preston	<b>Postcode</b> 3072
<b>Contact Person</b>	Beshara	<b>Telephone</b> 0422516644

**OWNERSHIP DETAILS**

<b>Owner</b>	WMFPR Pty Ltd	
<b>ACN</b>	62453161	
<b>Postal Address</b>	112 Gooch Street Thornbury	<b>Postcode</b> 3071
<b>Email</b>	info@toakprojects.com.au	
<b>Contact Person</b>	Michael	<b>Telephone</b> 0432456445

**PROPERTY DETAILS**

<b>Number 88</b>	<b>Street/Road</b> Rockbank Road	<b>Suburb</b> Ardeer	<b>Postcode</b> 3022
<b>Lot/s 1</b>	<b>LP/PS</b> 052768	<b>Volume</b> 08357	<b>Folio</b> 834
<b>Crown allotment</b> N/A	<b>Section</b> 10	<b>Parish</b> Derrimut	<b>County</b> Bourke
<b>Municipal District</b>	City of Brimbank		

**BUILDER**

<b>Name</b>	Toak Projects Pty Ltd	<b>Telephone</b> 0432456445
<b>Address</b>	Factory 5 17/21 Reserve Street Preston	<b>Postcode:</b> 3072
<b>Building practitioner reg. no:</b>	CDB-U 70965	<b>ACN:</b> 638813804

This builder is specified under section 24B (4) of the **Building Act 1993** for the building work to be carried out under this permit

**NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES AND ORDERS**

<b>Name</b> Michael Taouk	<b>Telephone</b> 0432456445
<b>Postal address</b> Factory 5 17/21 Reserve Street Preston Vic	<b>Postcode</b> 3072



**DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS**

a) To be engaged in the building work

Name	Category/class	Registration Number
Toak Projects Pty Ltd	Domestic Builder (Unlimited)	CDB-U 70965

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
RGJP Corporation Pty Ltd	Architect	600192
Daniel Tasevski	Civil Engineer	PE0000993
Gino Catania	Fire Safety Engineer	PE0001532

**DETAILS OF DOMESTIC BUILDING WORK INSURANCE**

**Name of Builder:** Toak Projects Pty Ltd

**The issuer or provider of the required insurance policy is:** VMIA

**Insurance policy number :** C943859/60/61/62

**Insurance policy date :** 07/02/2025

**DETAILS OF RELEVANT PLANNING PERMIT**

**Planning Permit No:** P336/2021

**Date of grant of Planning Permit:** 16 June 2023

**Nature of Building Work**

**Construction of a multi-unit development (x4 total) - x3 two-storey dwellings and x1 single storey dwelling.**

**Version of BCA applicable to permit:** 2019

**Stage of Building Work Permitted:** As shown on plans

**Cost of Building Work:** \$800,004.00

**Total floor area of new building work in m2:** 570m<sup>2</sup>

**BUILDING CLASSIFICATION**

**Part of Building:** Dwelling

**BCA Classification:** 1a(a)

**Part of Building:** Garage

**BCA Classification:** 10a

**Part of Building:** Retaining Wall

**BCA Classification:** 10b

**PERFORMANCE SOLUTION**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.3.1	To permit an external fire rated wall to not commence at the footings. NCC-BCA Clause 3.7.2.4(a)(i)
P2.3.1	To permit an opening on boundary that is not protected by an FRL 60/60/60 external wall that extends to the ground (cantilevered building part -habitable areas above) . NCC-BCA Clause 3.7.2.4(a)(i)



## PRESCRIBED REPORTING AUTHORITIES

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation no
Brimbank City Council	Point of discharge of stormwater.	133(2)

## PROTECTION WORK

Protection work **is** required in relation to the building work proposed in this permit.

## INSPECTION REQUIREMENTS

The mandatory notification stages are:

- Prior to placing a footing (BP1/BP2 Bored Piers)
- Prior to placing a footing (RW1 Bored Piers)
- Prior to placing a footing (Pre-Slab)
- Prior to pouring in-situ reinforced concrete (Slab Steel)
- Completion of framework
- Final, upon completion of all building work

## OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the dwelling part of the building in relation to which the building work is carried out.

## COMMENCEMENT AND COMPLETION

This building work must commence by **19 February 2026**

*If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.*

This building work must be completed by **19 February 2027**

*If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.*

## CONDITIONS

This permit is subject to the following conditions

- Refer to appendix "A"

## REQUIRED CERTIFICATES

This permit is subject to the following certificates

- Refer to appendix "B"



**RELEVANT BUILDING SURVEYOR**

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**Name:** Con Boutsikos

**Address:** PO Box 2348 Greenvale VIC 3059

**Email:** con@permitlink.com.au

**Building practitioner registration no.:** BS-L 70459

**Municipal district:** City of Brimbank

**Permit no.:** 1825558750869

**Permit Date:** 19 February 2025

**Signature:**

INFORMATION ONLY

**Appendix "A"**  
**Conditions of Approval**  
**Building Permit No.1825558750869**

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to an Occupancy Permit being issued:

1. The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
2. The building permit does not include the demolition (complete or in part) of the existing dwelling and/or structures. A separate building permit and/or Council approvals is required for any proposed demolition works.
3. There must be no unauthorized encroachment of any part of the building work beyond the title boundary of the property.
4. Pursuant to Section 33 of the Building Act, the person in charge of carrying out building works relating to this Building Permit must notify the Relevant Building Surveyor without delay after completion of mandatory stage[s] of building works. No further works are to be carried out until such a time that the Relevant Building Surveyor provides written confirmation the mandatory stage of building works have been satisfactorily completed.
5. Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
6. Prior to booking a frame inspection, the builder must provide floor joist and floor beam computations, certification and layouts satisfactory to the relevant building surveyor.
7. Stormwater to be discharged to Councils approved 'Legal Point of Discharge' and Melbourne Water's approved drainage design.
8. All construction requirements and conditions contained within the Fire Engineering Report REV 1.0 prepared by Gincat Fire Safety Engineers dated 21/01/2025 are to be strictly adhered to.
9. Protection to adjoining properties are to be provided in accordance with the approved Form 7 and Form 8 Notices, prior to any building works giving rise to the need for the protection works.
10. The relevant building surveyor is satisfied that substantial progress was made on the design of the building prior to the commencement of the National Construction Code 2022 on 1st May 2023. Accordingly, the National Construction Code 2022 does not apply to the carrying out of the building work.
11. The person in charge of the building work to display a site sign on all building sites, showing the registration numbers and contact details of the builder and building surveyor, and the building permit number and issue date.
12. The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
13. All Town Planning Permit documents and conditions to be complied with.
14. All of Greater Western Water's build over easement approval conditions are to be adhered to.

**Appendix "B"**  
**Required Certificates**  
**Building Permit No.1825558750869**

The building permit for this project has been issued subject to the following certificates and further information being submitted prior to an Occupancy Permit being issued:

1. Completed Occupancy Permit Application Form - Form 15
2. Above Ground Plumbing Certificate [ Hot | Cold | Sanitary ]
3. Below Ground Plumbing Certificate [ Sewer / Septic | Stormwater ]
4. Roof Plumbing Certificate
5. Gas Plumbing Certificate
6. Sustainability Plumbing [Rainwater Tank | Solar Panel | Recycled Water]
7. Electrical Safety Prescribed Works Certificate - Main Switchboard [Power]
8. Electrical Safety Non-Prescribed Works Certificate - Fittings [Lighting | Interconnected Smoke Detectors | etc]
9. Waterproofing Certificate
10. Glazing Certificate [Shower Screens | Balustrades]
11. Glazing Certificate - [Windows | Doors]
12. Insulation Certificate
13. Energy Efficiency Requirements Compliance Statement
14. Cladding Installation Compliance Statement
15. Intertenancy Fire Rated Walls Compliance Statement
16. Mechanical Ventilation Discharge Compliance Statement
17. Planning Permit Compliance Statement



# Building Inspection Result

## Building Act 1993

Project File Job: BLD20240041  
Permit Number: 1825558750869

**To:**

Owner: WMFPR Pty Ltd  
112 Gooch Street  
Thornbury  
Info@toakprojects.com.au

Builder: Toak Projects Pty Ltd  
Factory 5 17/21 Reserve Street  
Preston  
info@toakprojects.com.au

**This is the result of your recent inspection**

**Project Address:** Lot 1, 88 Rockbank Road Ardeer Victoria 3022  
**Project Description:** Construction of a multi unit development - x3 two-storey dwellings and x1 single storey dwelling.

**Please note:**

The initial number of inspections paid for at application stage was 8, the current inspection result is inspection number 17.

**Inspection Result:** Approved  
**Type of Inspection:** Final, upon completion of all building work  
**Inspection Date:** 19 March 2026  
**Inspected By:** Mehmet Arif Keren

**Reviewed By:** Con Boutsikos



**Form 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018  
**OCCUPANCY PERMIT**

**PROPERTY DETAILS**

Number: **88** Street/Road: **Rockbank Road** Suburb: **Ardeer** Postcode: **3022**  
Lot/s: **1 (UNIT 3)** LP/PS: **052768** Volume: **08357** Folio: **834**  
Crown: allotment Section: No **10** Parish: **Derrimut** County: **Bourke**  
Municipal District: **City of Brimbank**

**BUILDING PERMIT DETAILS**

Building permit number: BS-L 70459/1825558750869  
Version of BCA applicable to building permit: 2019  
Description of works: **Construction of a multi-unit development - x3 two-storey dwellings and x1 single storey dwelling (UNIT 3)**

**BUILDING DETAILS**

Part of building to which permit applies: **Dwelling** Permitted use: **Domestic** BCA Class of building: **1a(a)ii**  
Maximum permissible floor live load: **1.5kPa**  
Part of building to which permit applies: **Garage** Permitted use: **Domestic** BCA Class of building: **10a**  
Maximum permissible floor live load: **2.0kPa**

**INSPECTION APPROVAL DATES FOR MANDATORY INSPECTIONS**

Inspection Type	Approved Date
Prior to placing a footing (Pre-Slab - Units 3-4)	02/05/2025
Prior to pouring in-situ reinforced concrete (Slab Steel - Units 3-4)	19/05/2025
Completion of framework	01/10/2025
Final, upon completion of all building work	19/03/2026

**PERFORMANCE SOLUTION**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.3.1	To permit an external fire rated wall to not commence at the footings. NCC Clause 3.7.2.4(a)(i)
P2.3.1	To permit an opening on boundary that is not protected by an FRL 60/60/60 external wall that extends to the ground (cantilevered building part -habitable areas above) NCC Clause 3.7.2.4(a)(i)

**REPORTING AUTHORITIES**

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Brimbank City Council	Point of discharge of stormwater.	133(2)

**SUITABILITY FOR OCCUPATION**

At the date this occupancy permit is issued, the dwelling to which this permit applies is suitable for occupation.



**RELEVANT BUILDING SURVEYOR**

---

Name:	<b>Con Boutsikos</b>
Address:	<b>PO Box 2348 Greenvale VIC 3059</b>
Email:	<b>con@permitlink.com.au</b>
Building practitioner registration no.:	<b>BS-L 70459</b>
Municipal district name:	<b>City of Brimbank</b>
Occupancy Permit no.	<b>BS-L 70459/1825558750869/OP3</b>
Date of issue:	<b>23 March 2026</b>
Date of final inspection	<b>19 March 2026</b>

Signature:

INFORMATION ONLY

# Domestic Building Insurance

## Certificate of Insurance

**WMFPR PTY LTD**
**350 Nicholson St  
FITZROY  
VIC 3065**

Policy Number:

**C943861**

Policy Inception Date:

**07/02/2025**

Builder Account Number:

**397858**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 3 88 Rockbank Rd ARDEER VIC 3022 Australia**

Carried out by the builder: **TOAK PROJECTS PTY LTD**

Builder ACN: **638813804**

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

For the building owner(s): **WMFPR PTY LTD**

Pursuant to a domestic building contract dated: **12/12/2024**

For the contract price of: **\$ 200,001.00**

Type of Cover: **Cover is only provided if TOAK PROJECTS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

**Period of Cover**

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

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

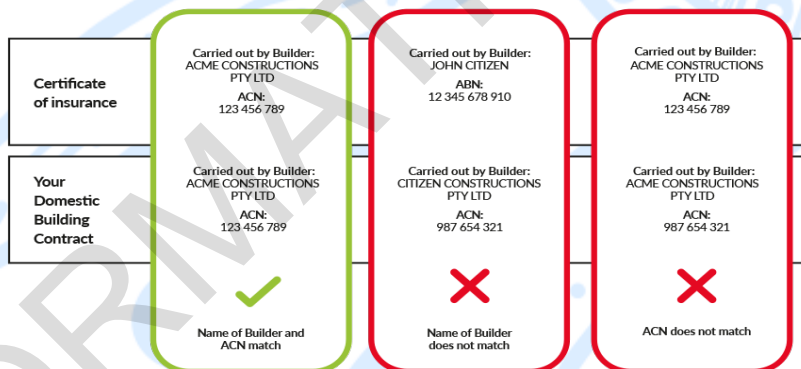
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Managed Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$7,461.00</b>
GST:	<b>\$746.10</b>
Stamp Duty:	<b>\$738.64</b>
<b>Total:</b>	<b>\$8,945.74</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some examples of what to look for*



# /Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)