Contract of Sale of Land

Property:

2/23 Lithgow Avenue, Blackburn VIC 3130

Victorian Statewide Conveyancing Pty Ltd
Level 1
Suite 1, 58-60 Victor Crescent
NARRE WARREN VIC 3805
Tel: (03) 8790 5488
Fax: (03) 8794 9072
PO Box 32, Narre Warren VIC 3805
Ref: PG:20260562

Contract of Sale of Land

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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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 Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../……..……./2026

Print names(s) of person(s) signing: ....

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

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

SIGNED BY THE VENDOR: ....

.... on ..../……..……./2026

Print names(s) of person(s) signing: ....

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

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Blackburn

Address: 98 South Parade, Blackburn VIC 3130

Email: frank.molinaro@obrienrealestate.com.au

Tel: 03 9894 2044 Mob: 0418 390 988 Fax: Ref: Frank Molinaro

Vendor

Name: 2/23 Lithgow Avenue Blackburn Pty Ltd

Address: 37 Glen Ebor Avenue, Blackburn VIC 3130

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd

Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805

Email: info@victorianstatewide.com.au

Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20260562

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 –

Certificate of Title reference				being lot	on plan
Volume	10619	Folio	388	2	PS 439776M

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 2/23 Lithgow Avenue, Blackburn VIC 3130

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)
All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

Payment

Price $

Deposit $ By (of which has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on .... / .... /20..........

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 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:			
Loan amount:	no more than	Approval date:	

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

☒ **GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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 general condition 11.2, the purchaser must

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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 1.14 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. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

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

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

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

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

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

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

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

(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 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. 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 lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

(b) promptly provide the vendor with proof of payment; and

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

despite:

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

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

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

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

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

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

35.4 If the contract ends by a default notice given by the vendor:

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, ...of ....…………..

and ....of ………..

being the **Sole Director** / **Directors** of ....…... ACN ….............................

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ..…………………..... day of ..……………………....................... 20......

SIGNED SEALED AND DELIVERED by the said)
)
Print Name..)
....

in the presence of:) Director (Sign)
)
Witness..)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name...……)
....

in the presence of:) Director (Sign)
)
Witness..)

SECTION 32 STATEMENT

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

Vendor:	2/23 Lithgow Avenue Blackburn Pty Ltd
Property:	2/23 Lithgow Avenue, Blackburn VIC 3130

VENDORS REPRESENTATIVE
Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: PG:20260562

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Whitehorse City Council	$1190.15	Per annum
Yarra Valley Water	$750.00	Per annum
Owners Corporation	$1995.00	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge

Their total does not exceed $4500.00 per annum

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

   Yes ☐ No ☒

2. The AVPCC number is; 121.3
3. The Entry Date of the land was;

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Whitehorse City Council Planning Scheme
Responsible Authority: Whitehorse City Council
Zoning: RGZ - Residential Growth Zone - Schedule 2
Planning Overlay/s: DCPO - Development Contributions Plan Overlay - Schedule 1; DDO - Design And Development Overlay - Schedule 11 ; SLO - Significant Landscape Overlay - Schedule 9

32D NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any 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.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed
-

32H SERVICES

Service	**Status**
Electricity supply	**Connected**
Gas supply	**Connected**
Water supply	**Connected**
Sewerage	**Connected**
Telephone services	**Not Connected**

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 10619 Folio 388
2. Plan of Subdivision 439776M

DATE OF THIS STATEMENT | | / | | /20 | |

Name of the Vendor

2/23 Lithgow Avenue Blackburn Pty Ltd

Signature/s of the Vendor

✖

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT | | / | | /20 | |

Name of the Purchaser

Signature/s of the Purchaser

✖

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

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

VOLUME 10619 FOLIO 388 — Security no : 124132762718C
Produced 06/03/2026 04:25 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 439776M.
PARENT TITLE Volume 08213 Folio 731
Created by instrument PS439776M 07/12/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
2/23 LITHGOW AVENUE BLACKBURN PTY LTD of 19 SERVICE ROAD BLACKBURN VIC 3130
AK388231E 06/06/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS439776M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA113555R (E)	DISCHARGE OF MORTGAGE	Registered	12/02/2026

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

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

Street Address: UNIT 2 23 LITHGOW AVENUE BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control REGISTRAR OF TITLES
Effective from 12/02/2026

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS439776M

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS439776M**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**06/03/2026 16:26**

PLAN OF SUBDIVISION

STAGE No.	LTO USE ONLY	PLAN NUMBER
——	EDITION 2	PS 439776 M

LOCATION OF LAND

PARISH:	NUNAWADING
TOWNSHIP:	——
SECTION:	——
CROWN ALLOTMENT:	83 (PART)
CROWN PORTION:	——
LTO BASE RECORD:	
TITLE REFERENCES:	C/T VOL.8213 FOL.731
LAST PLAN REFERENCE/S:	L.P. 43703
POSTAL ADDRESS: (At time of subdivision)	No.23 LITHGOW AVENUE BLACKBURN, 3130
AMG Co-ordinates (of approx centre of land in plan)	E 336 900 N 5812 530 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: WHITEHORSE CITY COUNCIL REF: CRT 2389

1. This plan is certified under section 6 of the Subdivision Act
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988~~
~~Date of original certification under Section 6. / /~~
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE
(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~ / has not been made.
~~(ii) The requirement has been satisfied.~~
~~(iii) The requirement is to be satisfied in Stage.....~~

Council Delegate
~~Council Seal~~
Date 9 / 11 / 2000

Re-certified under Section 11(7) of the Subdivision Act 1988.
Council Delegate
Council Seal
Date / /

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

STAGING This is not a staged subdivision
Planning permit No.

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

THE COMMON PROPERTY IS ALL THE LAND ON THIS PLAN EXCEPT FOR THE LAND CONTAINED IN LOTS 1, 2, 3, 4 & 5

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 E-Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
A-Appurtenant Easement R-Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LOTS ON THIS PLAN

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LTO USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE: 30/ 3 /01

LTO USE ONLY
PLAN REGISTERED
TIME 8·20
DATE 7 /12 / 01

Assistant Registrar of Titles

SHEET 1 OF 3 SHEETS

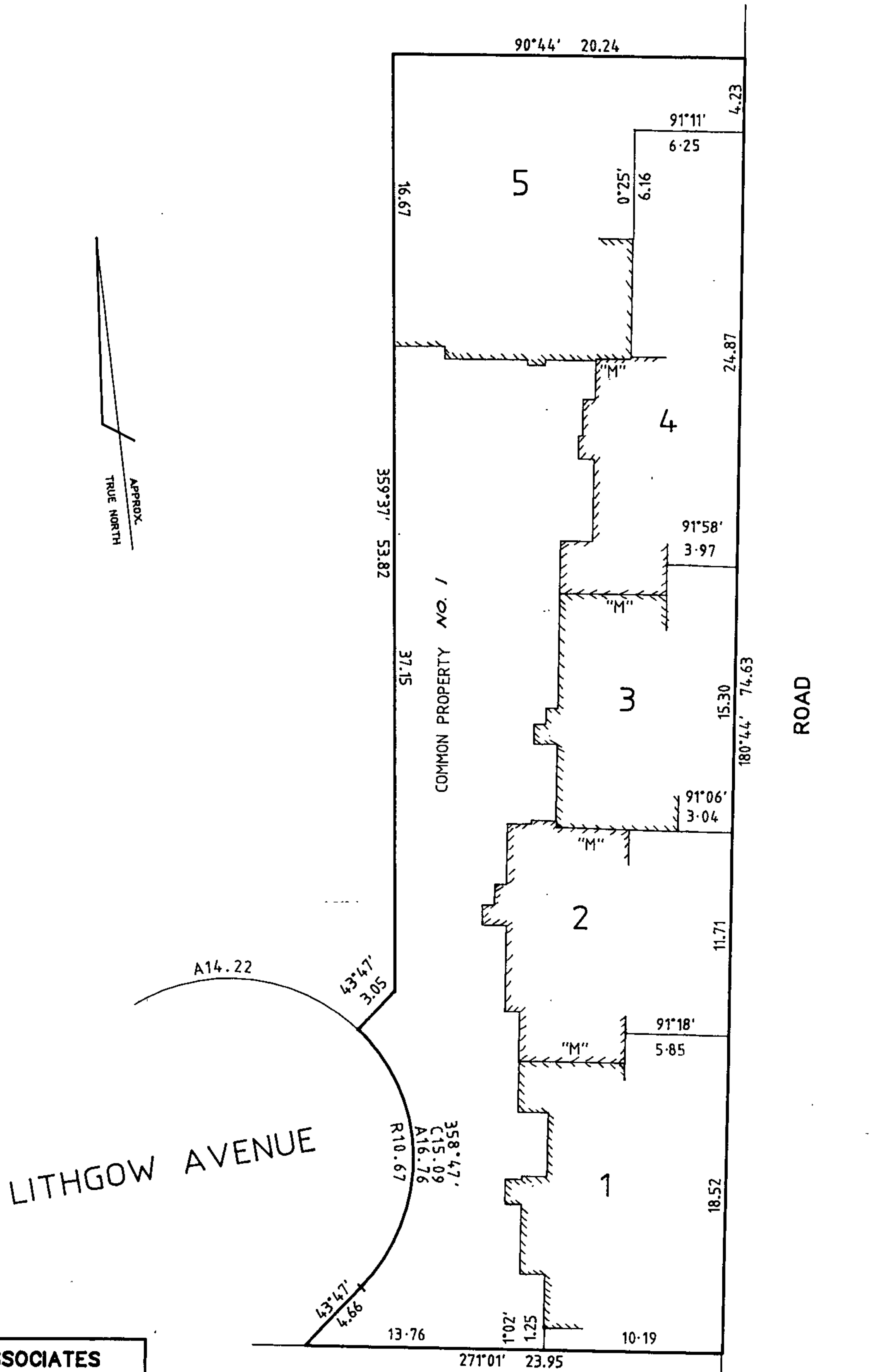
RODNEY AUJARD AND ASSOCIATES
LICENSED LAND SURVEYORS
311 BURWOOD ROAD, HAWTHORN, 3122
ph. 9815-1155 fax. 9815-1115
aujard@smart.net.au

LICENSED SURVEYOR GEOFF P. SUTHERLAND
SIGNATURE DATE 22 /6 /00
REF: 13422 VERSION 2

DATE 9 / 11 / 00
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	——	PS 439776 M



RODNEY AUJARD AND ASSOCIATES
LICENSED LAND SURVEYORS
311 BURWOOD ROAD, HAWTHORN, 3122
ph. 9815-1155 fax. 9815-1115
aujard@smart.net.au

SCALE	ORIGINAL SCALE	SHEET SIZE			
2.5 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES	1:250	A3	LICENSED SURVEYOR GEOFF P. SUTHERLAND SIGNATURE DATE / / REF: 13422 VERSION 2	SHEET 2 OF 3 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS439776M

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN	---	CHANGE OF ADDRESS	AC893562G	01/06/2004		2	ROBERT REDMAN

Department of Transport and Planning

Owners Corporation Search Report

Produced: 06/03/2026 04:26:50 PM

OWNERS CORPORATION 1
PLAN NO. PS439776M

The land in PS439776M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 5.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AH521681J 27/09/2010

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	21	21
Lot 2	19	19
Lot 3	19	19
Lot 4	19	19
Lot 5	22	22
Total	**100.00**	**100.00**

Department of Transport and Planning

Owners Corporation Search Report

Produced: 06/03/2026 04:26:50 PM

OWNERS CORPORATION 1
PLAN NO. PS439776M

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

Statement End.

WHITEHORSE CITY COUNCIL

ABN 39 549 568 822

Annual Valuation and Rate Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 August 2025

Total: $1,190.15

Includes arrears due immediately $0.00

Balance: $1,190.15

Due 15 February 2026

028-3130 (16464)

2/23 Lithgow Avenue Blackburn Pty Ltd
37 Glen Ebor Avenue
BLACKBURN VIC 3130

Or Pay in Four Instalments

$299.15 Includes arrears of $0.00	Due 30 September 2025
$297.00	Due 30 November 2025
$297.00	Due 28 February 2026
$297.00	Due 31 May 2026

Property Details

Assessment Number: 32207 3

2/23 Lithgow Avenue, BLACKBURN VIC 3130
LOT 2 PS 439776M
Property Owner(s):
2/23 Lithgow Avenue Blackburn Pty Ltd
Ward Cootamundra
AVPCC (Property Type)
121.3 - Conjoined Strata Unit

Land Use Classification Residential

Flexible Payments

Scan the QR code for flexible online payment options with SMS reminders or visit **pay.whitehorse.vic.gov.au**

Payble VISA

Property Valuations

Site Value	$310,000
Capital Improved Value (CIV)	$495,000
Net Annual Value	$24,750

Valuations Date 1 January 2025 **Operative Date** 1 July 2025

Details of Rates, Charges and Levies

PAID 16/10/25
N 30165840324 1

Balance Brought Forward	$0.00
General Rate 0.142489 cents in $ on $495,000 CIV	$705.30
Emergency Services and Volunteers Fund Fixed Charge	$136.00
ESVF Variable Rate 0.0173 cents in $ on $495,000 CIV	$85.60
Public Waste Service Charge	$82.00
Kerbside Waste Service Charge	$181.25

Payments and changes received on or after 15 August 2025 may not be included on this Notice

Receive your Rate Notice by email: **whitehorse.ezybill.com.au** EZYBILL

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

6th March 2026

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	2/23 LITHGOW AVENUE BLACKBURN 3130
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	31017385
Conveyancing Account Number	8998494776
Your Reference	20260562

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	2/23 LITHGOW AVENUE BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	2/23 LITHGOW AVENUE BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

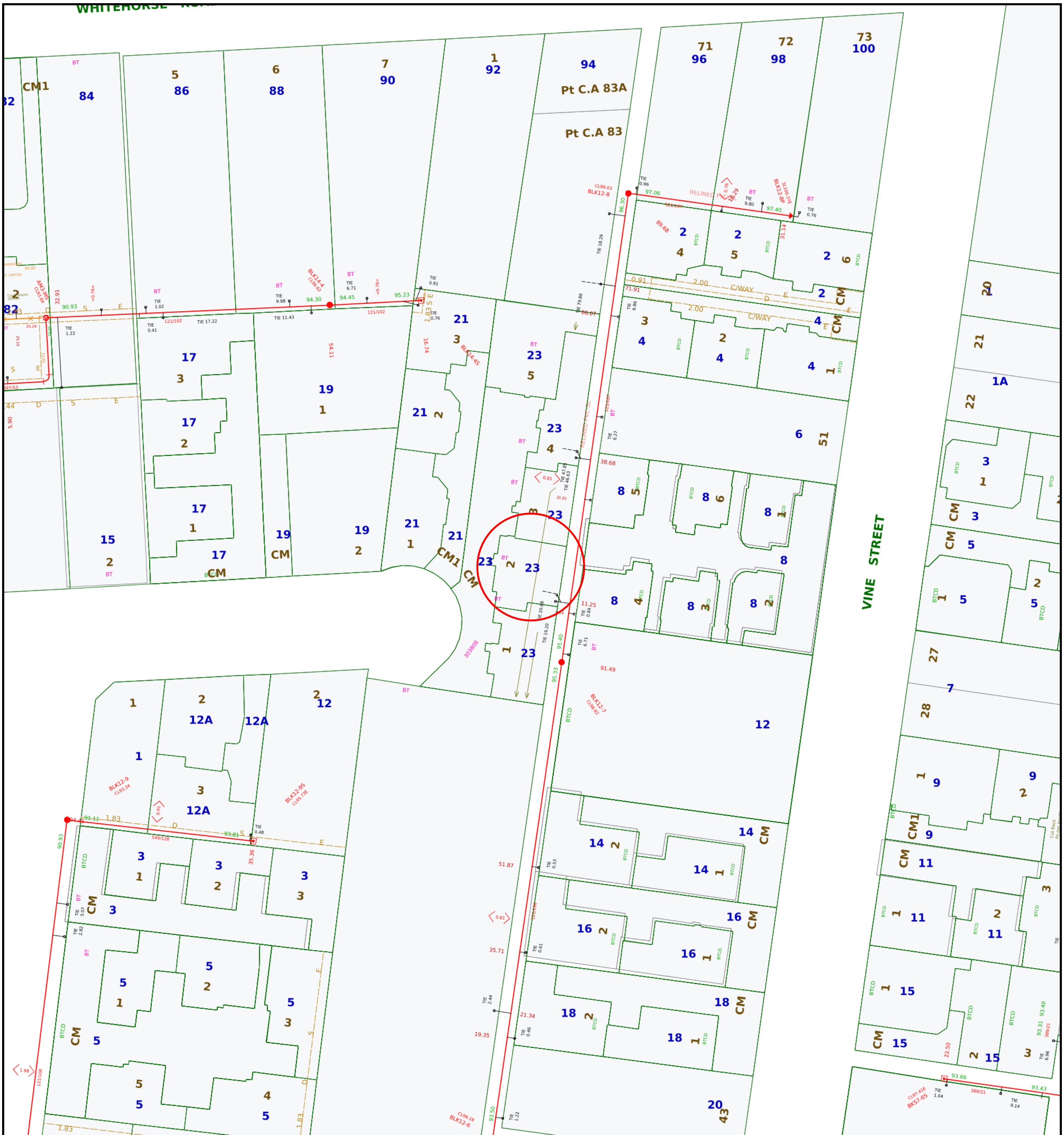
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 31017385	**Address**	2/23 LITHGOW AVENUE BLACKBURN 3130
	Date	06/03/2026
	Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
CERTIFICATES@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 7345399278
Rate Certificate No: 31017385

Date of Issue: 06/03/2026
Your Ref: 20260562

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/23 LITHGOW AVE, BLACKBURN VIC 3130	2\PS439776	1247426	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	$20.80	$0.00
Residential Water and Sewer Usage Charge *Step 1 – 25.000000kL x $3.57240000 = $89.31* Estimated Average Daily Usage $0.93	16-10-2025 to 20-01-2026	$89.31	$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	$119.92	$0.00
Parks Fee	01-01-2026 to 31-03-2026	$22.14	$0.00
Drainage Fee	01-01-2026 to 31-03-2026	$30.82	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

Property No: 1247426

Address: UNIT 2/23 LITHGOW AVE, BLACKBURN VIC 3130

Water Information Statement Number: 31017385

HOW TO PAY

PAY

Biller Code: 314567
Ref: 73453992783

Amount Paid		**Date Paid**		**Receipt Number**	

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

VICTORIAN STATEWIDE CONVEYANCING, CARE OF
LANDCHECKER

Your Reference:	LD:79867924-012-3.20260562
Certificate No:	98226189
Issue Date:	16 MAR 2026
Enquiries:	LXO1

Land Address: UNIT 2, 23 LITHGOW AVENUE BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11156109	2	439776	10619	388	$1,675.54

Vendor: 2/23 LITHGOW AVE BLACKBURN PTY LTD

Purchaser: TBA TBA

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
FARKAS SUPERANNUATION FUND	2026	$310,000	$1,675.54	$0.00	$1,675.54

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$495,000
SITE VALUE (SV):	$310,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$1,675.54**

Notes to Certificate - Land Tax

Certificate No: 98226189

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 = $1,380.00

Taxable Value = $310,000

Calculated as $1,350 plus ($310,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,950.00

Taxable Value = $495,000

Calculated as $495,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 98226189

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 98226189

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

VICTORIAN STATEWIDE CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79867924-012-3.20260562
Certificate No:	98226189
Issue Date:	16 MAR 2026
Enquires:	LXO1

Land Address: UNIT 2, 23 LITHGOW AVENUE BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11156109	2	439776	10619	388	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121.3	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.

CAPITAL IMPROVED VALUE:	$495,000
SITE VALUE:	$310,000
CURRENT CIPT CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98226189

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

VICTORIAN STATEWIDE CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79867924-012-3.20260562
Certificate No:	98226189
Issue Date:	16 MAR 2026

Land Address: UNIT 2, 23 LITHGOW AVENUE BLACKBURN VIC 3130

Lot	Plan	Volume	Folio
2	439776	10619	388

Vendor: 2/23 LITHGOW AVE BLACKBURN PTY LTD

Purchaser: TBA TBA

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: 98226189

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 98226186

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 98226186

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

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

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

16 March 2026

LANDATA
GPO BOX 527
MELBOURNE VIC 3001

Ref			
Re	Lot	2	Plan of Subdivision No. PS439776M
Fee	178.25		Paid

Please find enclosed Owners Corporation Certificate pursuant to Section 151 of the Owners Corporations Act 2006.

Fees paid pursuant to Section 184 are payable to Victoria Body Corporate Services Pty Ltd ABN 85 007 034 522.

It is recommended that confirmation of balances due should be checked again as close as possible to the actual settlement date.

Finally, please ensure that the prescribed change of ownership form is sent to our office within 28 days of settlement so that all future correspondence relating to this lot is issued correctly to the new owner. Please direct your change of ownership information to our office via email to updates@smartercommunities.com.au.

Should you require any further information regarding this document, please contact Victoria Body Corporate Services on (03) 8531 8100.

Victoria

OWNERS CORPORATIONS CERTIFICATE

Owners Corporations Act 2006 (Section 151)

Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation BLACKBURN CLOSE, 23 LITHGOW AVENUE Plan Number: PS439776M OC 1

23 Lithgow Avenue Blackburn 3130

Vendor 2/23 Lithgow Avenue Blackburn Pty Ltd

Reference

This certificate is issued for Lot 2 on Plan Number PS439776M OC 1 Lot Liability 19.00 Lot Entitlement 19.00
the postal address of which is: 2/23 LITHGOW AVENUE, BLACKBURN VIC 3130

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/04/25 to 30/09/25	950.00	01/04/25	19/02/25	17/02/25
01/10/25 to 31/03/26	1,045.00	01/10/25	25/08/25	22/08/25

Regulation 16(b)

The Administration Fund fees are paid up until 30/09/26
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees Nil
(Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date

Regulation 16(b)
The Maintenance Fund fees are paid up until
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Maintenance Fund Fees Nil
(Credit shown with -)

3 Regulation 16(d) Administration Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees Nil
(Credit shown with -)

4 Regulation 16(d) Maintenance Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees Nil
(Credit shown with -)

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil
Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $0.00)	Nil

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover:

INSURANCE DETAILS
BLACKBURN CLOSE, 23 LITHGOW AVENUE

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	2,701,587.00	21/04/26	24/04/25	4,460.14
CONTENTS FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	27,015.00	21/04/26	24/04/25	
PUBLIC LIABILITY FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	20,000,000.00	21/04/26	24/04/25	
OFFICE BEARER FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	1,000,000.00	21/04/26	24/04/25	
CATASTROPHE FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	405,238.00	21/04/26	24/04/25	
VOLUNTARY WORKERS FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	200,000.00	21/04/26	24/04/25	
FIDELITY GUARANTEE FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	100,000.00	21/04/26	24/04/25	
LOT OWNERS FIXTURES FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	250,000.00	21/04/26	24/04/25	
GOVERNMENT AUDIT FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	25,000.00	21/04/26	24/04/25	
APPEAL EXPENSES WHS FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	100,000.00	21/04/26	24/04/25	
LEGAL DEFENCE FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	50,000.00	21/04/26	24/04/25	
FLOOD FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	Included	21/04/26	24/04/25	
FLOATING BOARDS FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	Included	21/04/26	24/04/25	
LOSS RENT/TEMP ACCOM FLEX INSURANCE	HS0006061969 BODY CORPORATE BROKERS	405,238.00	21/04/26	24/04/25	

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $5,874.13

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

SPECIAL LEVIES MAY BE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/03/26 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:

PENDING VCAT APPLICATION, OWNERS CORPORATION AGAINST A LOT OWNER, REGARDING THE REMOVAL OF THE FRONT BRICK FENCE. SHOULD THE OWNERS CORPORATION SEEK LEGAL ADVICE OR REPRESENTATION, A SPECIAL LEVY MAY BE REQUIRED.

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Victoria Body Corporate Services Pty Ltd ACN 007 034 522 Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email:

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters
FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

06/18 THE BUILDING HAS ASBESTOS CONTAINING MATERIALS. THE OWNER CORPORATION HAS HAD PREPARED AN ASBESTOS REGISTER AND AN ASBESTOS MANAGEMENT PLAN.

CONTINGENT LITIGATION: VCAT APPLICATION REGARDING FENCE REMOVAL AND SEPARATE BREACH ACTION.

Dated: 16/03/2026

Owners Corporation Manager
Jared Jones

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

Plan of Subdivision No. PS439776M

ABN 25 134 647 010

STATEMENT

Transfer Date: 01/07/13

2/23 Lithgow Avenue Blackburn
Pty Ltd
37 GLEN EBOR AVENUE
BLACKBURN VIC 3130

Statement Period			
01 Apr 24 to 16 Mar 26			
A/c No	2	Lot No	2
Page Number	1 of 1	Unit No	2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			1,187.50	-1,187.50
01/04/24	Admin Fund	01/04/24 To 30/09/24	I0010123	1,187.50		0.00
30/08/24	Admin Fund	01/10/24 To 31/03/25	I0010128	712.50		712.50
02/09/24	Receipt	Admin Fund	R0010142		712.50	0.00
17/02/25	Admin Fund	01/04/25 To 30/09/25	I0010133	950.00		950.00
19/02/25	Receipt	Admin Fund	R0010148		950.00	0.00
22/08/25	Admin Fund	01/10/25 To 31/03/26	I0010138	1,045.00		1,045.00
25/08/25	Receipt	Admin Fund	R0010153		1,045.00	0.00
21/02/26	Admin Fund	01/04/26 To 30/09/26	I0010143	997.50		997.50
23/02/26	Receipt	Admin Fund	R0010158		997.50	0.00
				$4,892.50	$4,892.50	Nil

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	Nil
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

STRATAPAY

Tel: 1300 552 311
Ref:1410 1226 9
Telephone: Call this number to pay by credit card. International +613 8648 0158

www.stratamax.com.au
Ref: 1410 1226 9
Internet: Visit this website to make a secure credit card payment over the internet.

www.stratapay.com/ddr
Ref:1410 1226 9
Direct Debit: Make auto payments directly from your nominated bank account or credit card.

VISA
AM EX
Diners Club INTERNATIONAL

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

LOT/UNIT
Lot 2/ Unit 2
23 LITHGOW AVENUE

STRATAPAY REFERENCE NO.
1410 1226 9

DUE DATE

MANAGED BY
VBCS PTY LTD

AMOUNT
$0.00

MACQUARIE BANK DEFT PAYMENT SYSTEMS

Biller Code: 96503
Ref: 301994729 1000 0000 029
BPay:Contact your participating financial institution to make a payment from your cheque or savings account.
BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518

Post Billpay
In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: OCP 439776
23 LITHGOW AVENUE BLACKBURN 3130

*496 301994729 10000000029

MINUTES OF
SPECIAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. 439776
AT 23 LITHGOW AVENUE, BLACKBURN, VIC 3130

Prepared by: Linus Goldstone
Phone: 8531 8100
Email: lgoldstone@vbcs.com.au
Date of Meeting: 8 September 2025

MINUTES OF SPECIAL GENERAL MEETING

Owners Corporation Plan No:	439776
Address:	23 Lithgow Avenue, Blackburn, VIC 3130
Held:	via Microsoft Teams Video / Phone Conference
Date:	8 September 2025 at 05:00 PM

PRESENT:

Name	Unit
Lakshmi Pillai	1
Xingping (Sean) Xu	3
Helen & Paolo Lorini	5

IN ATTENDANCE: Linus Goldstone, Victoria Body Corporate Services

Motion 1.	***Chairperson for the Meeting***	***Ordinary Resolution***
IT WAS RESOLVED THAT Linus Goldstone be appointed to act as the Chairperson of the Meeting.		

Motion 2.	***Appointment of Public Officer***	***Ordinary Resolution***
IT WAS RESOLVED THAT Xingping (Sean) Xu be appointed Public Officer of the plan effective immediately and is permitted to contact the Australian Taxation Office on behalf of the Plan 23 Lithgow Avenue ABN 25 134 647 010.		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 05:18 PM

Linus Goldstone

____

Linus Goldstone
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 8 September 2025

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.

2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.

3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
   The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
   The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

   Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

   Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

   Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.

7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable.
   If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

   For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member’s unit, the excess is met by the member making the claim.

Owners Portal & Website Information

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Insurance valuation & report
- ✓ Notices of AGM
- ✓ VBCS Newsletter
- ✓ Registered Rules
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Bank balances
- ✓ Aged balance list
- ✓ Committee reports

How can I access the portal?

1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
3) Enter your "Password" that has been sent to you by mail.
4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".
On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100
Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

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

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

PROPERTY REPORT

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot 2 PS439776

LOCAL GOVERNMENT (COUNCIL)
Whitehorse

LEGAL DESCRIPTION
2\PS439776

COUNCIL PROPERTY NUMBER
236145

LAND SIZE
163m² Approx

ORIENTATION
Unavailable

FRONTAGE
Unavailable

ZONES
RGZ - Residential Growth Zone - Schedule 2

OVERLAYS
DCPO - Development Contributions Plan Overlay - Schedule 1
DDO - Design And Development Overlay - Schedule 11
SLO - Significant Landscape Overlay - Schedule 9

State Electorates

LEGISLATIVE COUNCIL
North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Box Hill District

Schools

CLOSEST PRIVATE SCHOOLS
St Thomas the Apostle School (919 m)
SEDA College (Victoria) - Cricket Australia - Box Hill (905 m)
St Luke the Evangelist School (1888 m)

CLOSEST SECONDARY SCHOOLS
Blackburn High School (911 m)

CLOSEST PRIMARY SCHOOLS
Blackburn Primary School (859 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 127 Homes

COUNCIL AVERAGE
1 in 120 Homes

STATE AVERAGE
1 in 76 Homes

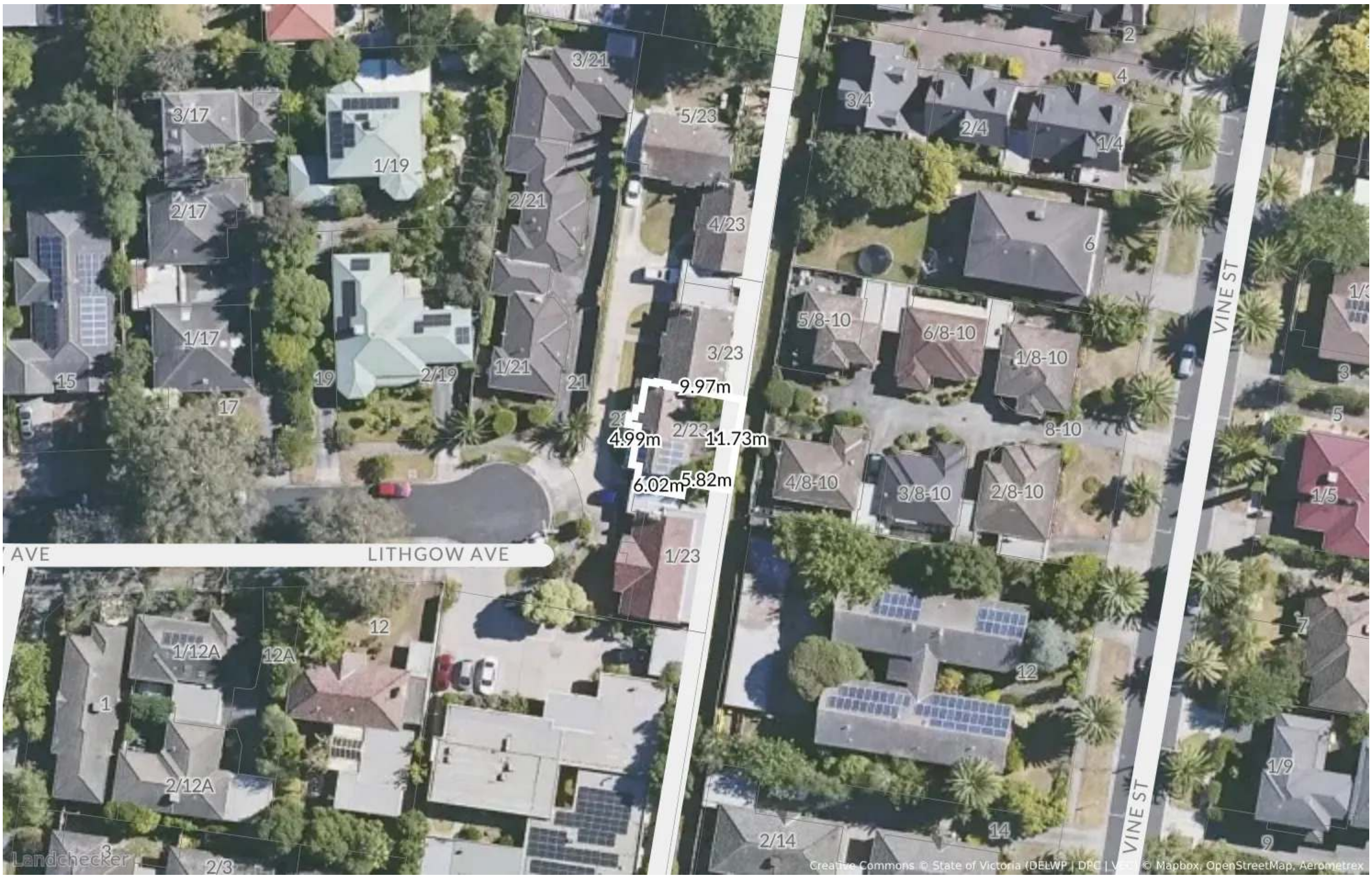
Council Information - Whitehorse

PHONE
03 9262 6303 (Whitehorse)

WEBSITE
http://www.whitehorse.vic.gov.au/

EMAIL
customer.service@whitehorse.vic.gov.au

SITE DIMENSIONS



VICTORIAN STATEWIDE CONVEYANCING

RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

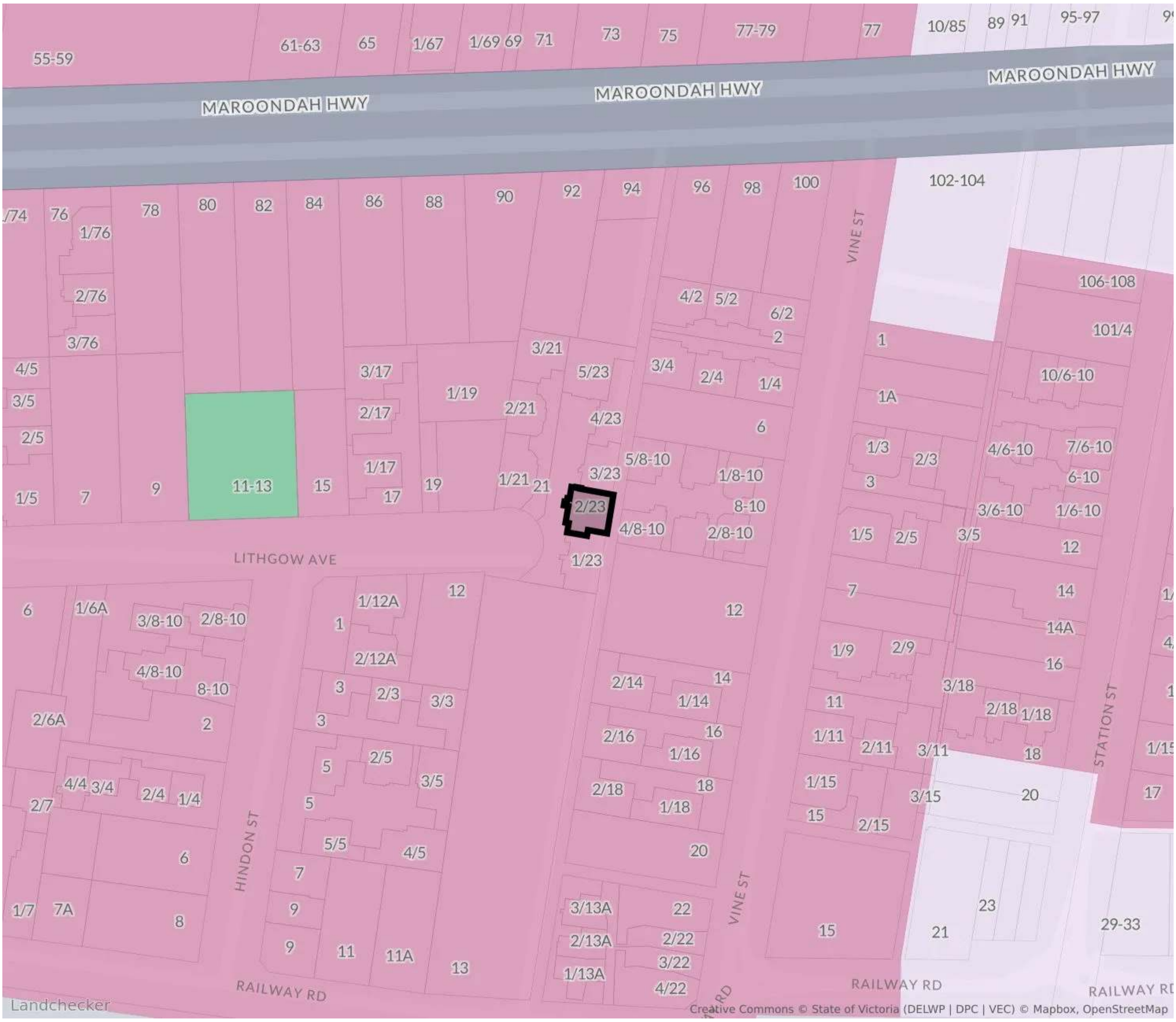
Status	Code	Date	Description
APPROVED	VC300	19/03/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC298	18/03/2026	Amendment VC298 updates Clause 52.03 to reflect the Level Crossing Removal Project?s (LXRP) name change to Victorian Infrastructure Delivery Authority (VIDA) Rail and expand the clause?s application to projects carried out by or on behalf of VIDA Rail. The amendment also updates reference to the Guidelines for removal, destruction or lopping of native vegetation (DEECA, 2025).
APPROVED	VC301	18/03/2026	Amendment VC301 corrects Clause 52.37 table of permit exemptions to ensure public authorities and municipal councils do not require a permit to remove, destroy or lop a canopy tree to construct or maintain the transport system.
APPROVED	VC297	06/03/2026	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.
APPROVED	VC295	04/03/2026	The amendment changes the VPP and all planning schemes to align the provisions with the new name for Major Road Projects Victoria (MRPV) to VIDA Roads.
APPROVED	GC269	23/02/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.
APPROVED	VC291	18/02/2026	Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.
APPROVED	VC245	12/02/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC296	04/02/2026	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.

Status	Code	Date	Description
APPROVED	VC294	04/02/2026	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.
APPROVED	VC265	03/02/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	GC282	28/01/2026	The Amendment provides exemptions for significant transport projects in waterway corridors subject to Significant Landscape Overlays (SLOs) to prevent delays in the delivery of State infrastructure projects. The amendment also improves the SLOs clarity, consistency and corrects typographical errors.

PROPOSED PLANNING SCHEME AMENDMENTS

Status	Code	Date	Description
PROPOSED	C256whse	06/03/2026	Rezone land at 110 Albion Road, Box Hill from Special Use Zone Schedule 1 (SUZ1) to General Residential Zone Schedule 1 (GRZ1) and apply the Significant Landscape Overlay Schedule 9 (SLO9).

ZONES



RGZ2 - Residential Growth Zone - Schedule 2

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To provide housing at increased densities in buildings up to and including four storey buildings.
To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.
To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.
To ensure residential development achieves design objectives specified in a schedule to this zone.
To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.07 Residential Growth Zone

None specified.

LPP 32.07 Schedule 2 To Clause 32.07 Residential Growth Zone

For confirmation and detailed advice about this planning zone, please contact WHITEHORSE council on 03 9262 6303.

Other nearby planning zones

- C1Z - Commercial 1 Zone
- PPRZ - Public Park And Recreation Zone
- RGZ - Residential Growth Zone
- TRZ1 - Transport Zone
- TRZ2 - Transport Zone

DCPO1 - Development Contributions Plan Overlay - Schedule 1

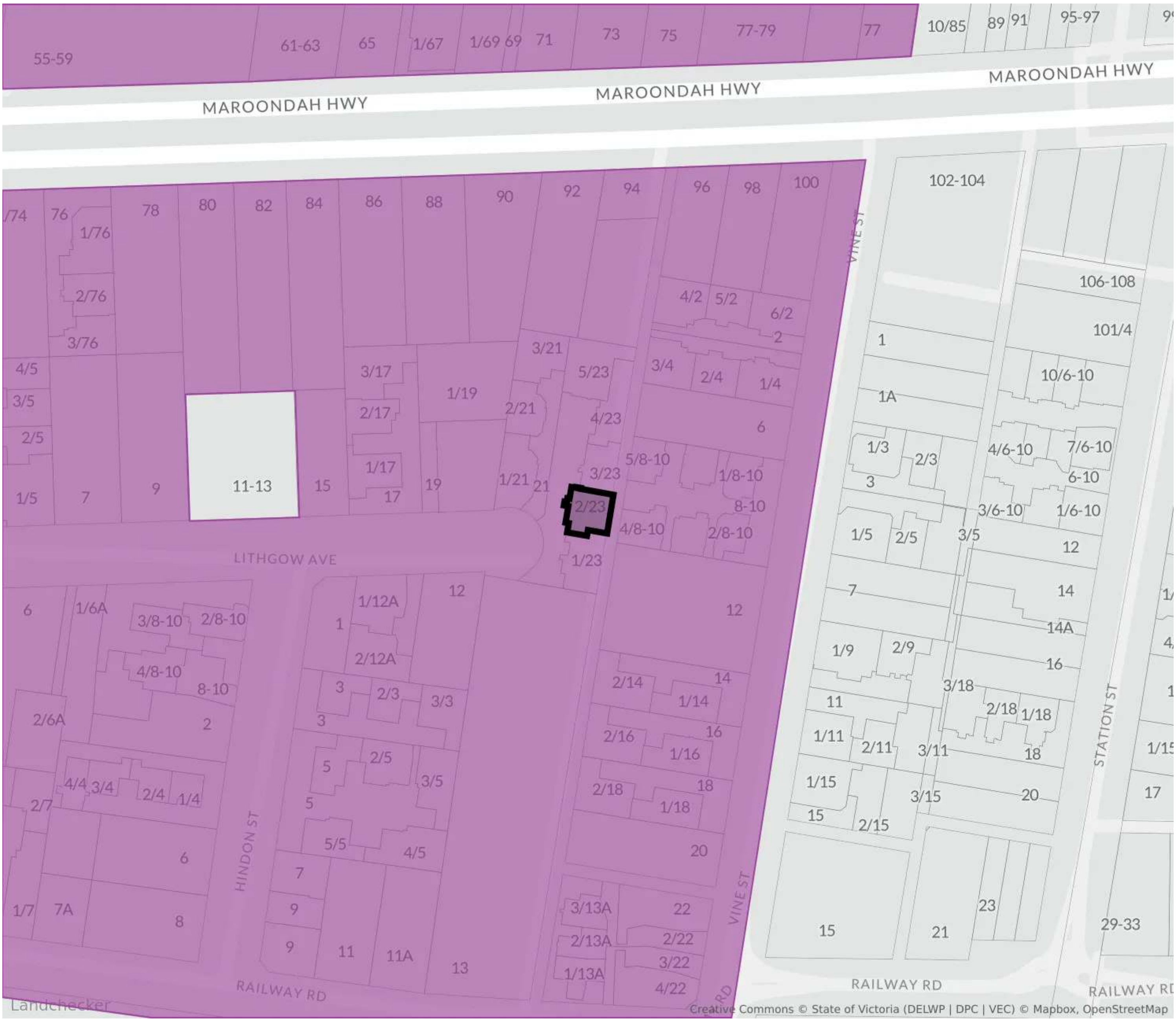
To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

VPP 45.06 Development Contributions Plan Overlay

The Whitehorse Development Contributions Plan, December 2023 applies to all new development within the 17 charge areas as shown on the map below.

LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.



DDO11 - Design And Development Overlay - Schedule 11

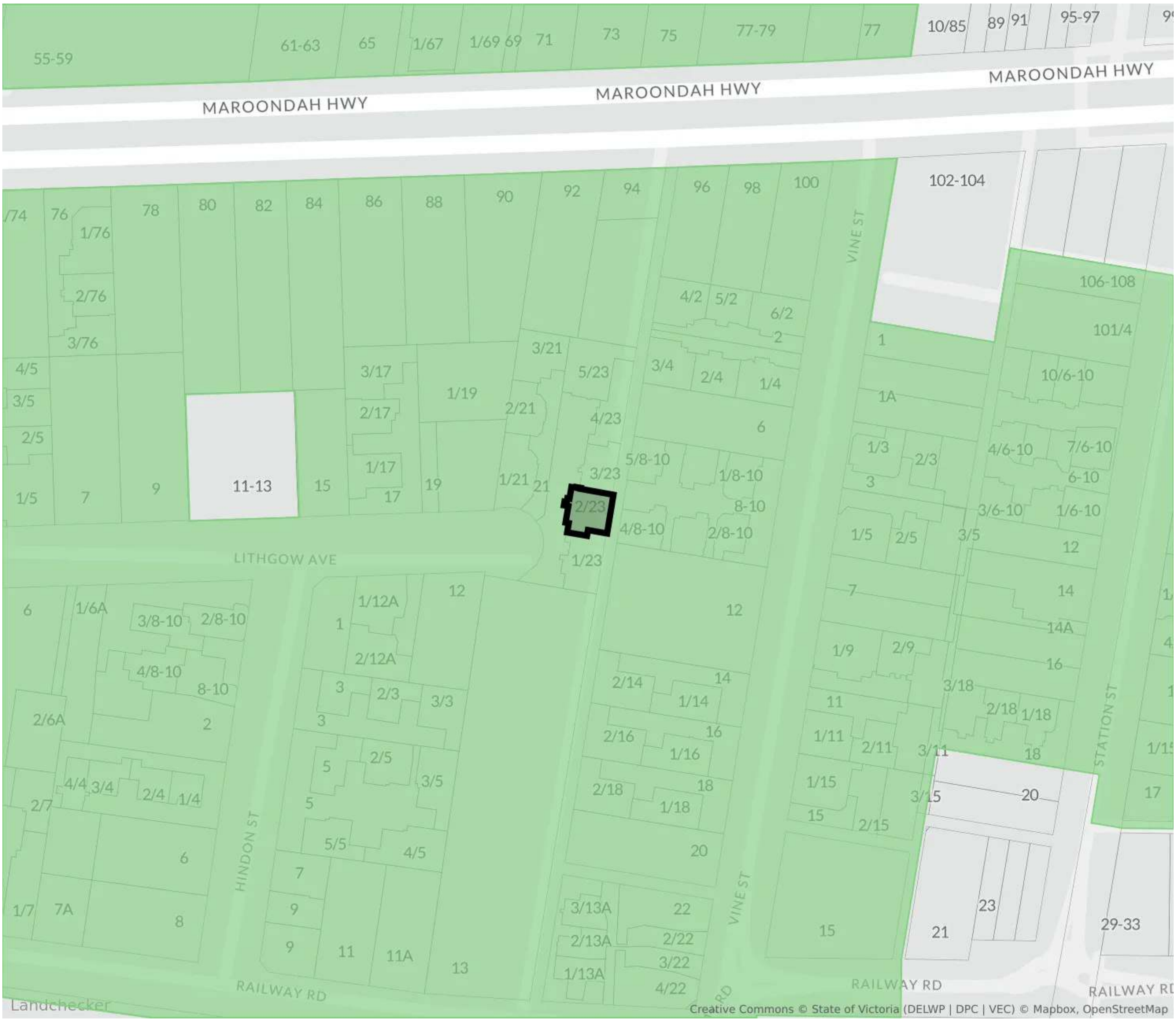
To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To promote mid-rise development in the residential growth corridors to accommodate housing at increased densities and a diversity of housing type.To ensure development contributes to a high quality public realm in relation to human scale by providing a pedestrian-friendly urban environment.To ensure the height and built form of new buildings provide an acceptable built form interface, amenity outcomes, and transition to adjoining neighbouring lower scale residential areas in the General Residential Zone and the Neighbourhood Residential Zone.To maintain the visual prominence of landscaping and ensure space for medium and large trees.To encourage lot consolidation in order to achieve the maximum building heights and to provide for sufficient building setbacks to deliver high levels of internal amenity.

LPP 43.02 Schedule 11 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.



SLO9 - Significant Landscape Overlay - Schedule 9

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify significant landscapes.
To conserve and enhance the character of significant landscapes.

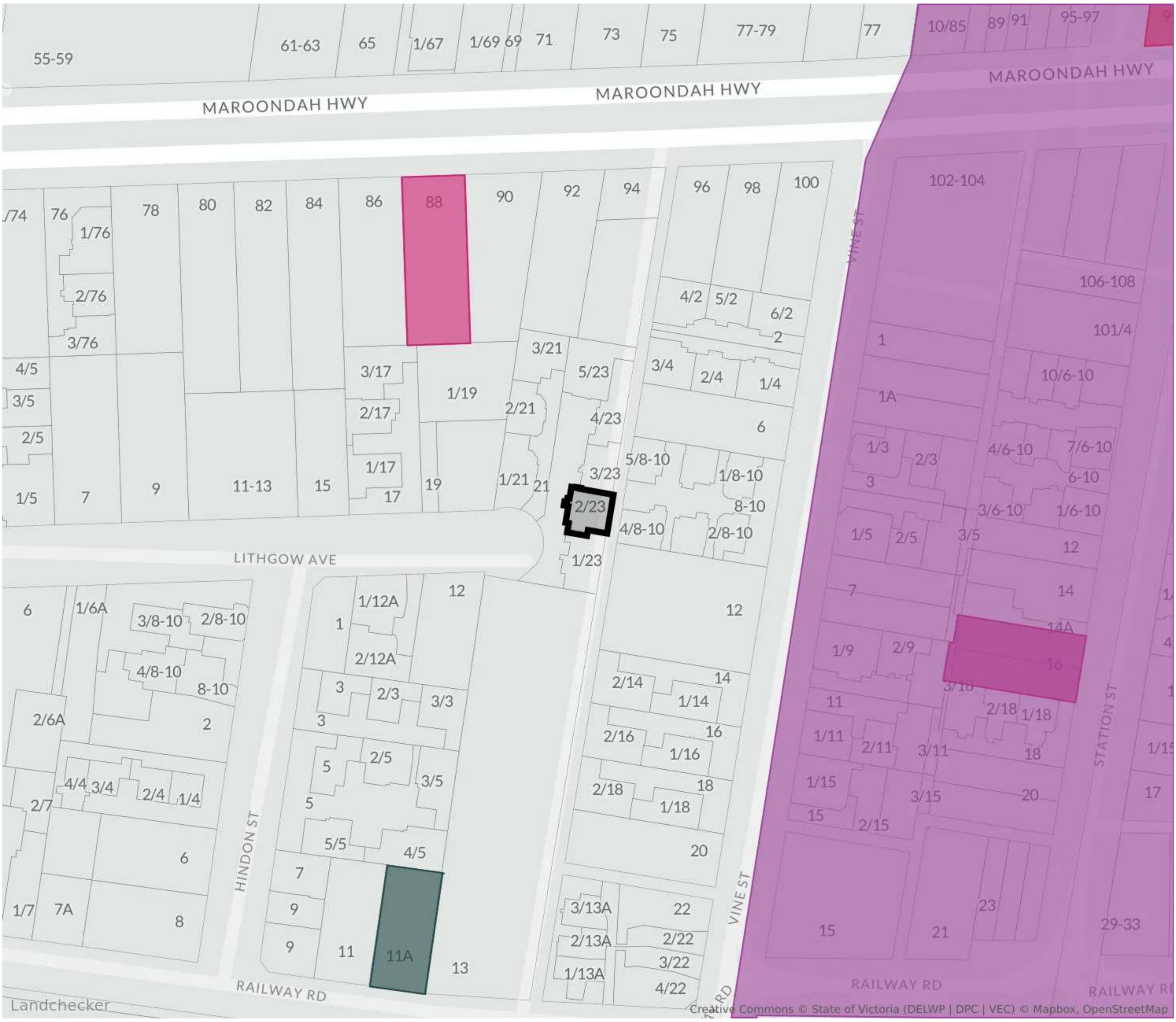
VPP 42.03 Significant Landscape Overlay

The leafy garden and bushy character of Melbourne's eastern suburbs can be viewed from many high points throughout Melbourne and is a significant component of the subregion. The treed character of areas such as Whitehorse provides an important 'green' link between Melbourne and the Yarra Valley.The Municipal Wide Tree Study (June 2016 and March 2019) identifies that trees are significant to the landscape character of the City of Whitehorse. The tree cover in Whitehorse simultaneously delivers multiple benefits to the community, including defining neighbourhood character, providing visual amenity, reducing the urban heat island effect in more urbanised areas, improving air quality and energy efficiency, providing habitat for fauna, and increasing the wellbeing of people and liveability of neighbourhoods.The Garden Suburban Neighbourhood Character Area generally has formalised streetscapes comprising grassed nature strips, concrete footpaths, kerbs and channels, and buildings are generally visible along streets behind low front fences and open garden settings.Gardens are typically established with canopy trees, lawn areas, garden beds and shrubs and there are typically well defined property boundaries and consistent building siting.The majority of the municipality is included in the Garden Suburban Neighbourhood Character Area.The Bush Suburban Neighbourhood Character Area generally has a mix of formal and informal streetscapes with wide nature strips and streets are dominated by vegetation with buildings partially hidden behind tall trees and established planting.Gardens are less formal, consisting of many canopy trees and property boundary definition can be non-existent or fenced. Buildings appear detached along the street and generally comprise pitched rooftops, with simple forms and articulated facades.The Bush Suburban Neighbourhood Area includes parts of Blackburn, Box Hill South, Vermont South, Mitcham, Nunawading and Mont Albert North as shown in the Neighbourhood Character Precincts Map contained in the Neighbourhood Character Study 2014.

LPP 42.03 Schedule 9 To Clause 42.03 Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

NEARBY OVERLAYS



- **DDO - Design And Development Overlay**
- **HO - Heritage Overlay**
- **PAO - Public Acquisition Overlay**
- **VPO - Vegetation Protection Overlay**

For confirmation and detailed advice about this planning overlay, please contact WHITEHORSE council on 03 9262 6303.

CULTURAL HERITAGE SENSITIVITY

Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact WHITEHORSE council on 03 9262 6303.

Flood

This property has not been specified as being affected by flooding according to Landchecker flood sources.

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	23/02/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	23/02/2026

BUSHFIRE PRONE AREA

Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	09/03/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Unaffected	State	09/03/2026

Landslide Prone Area

This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

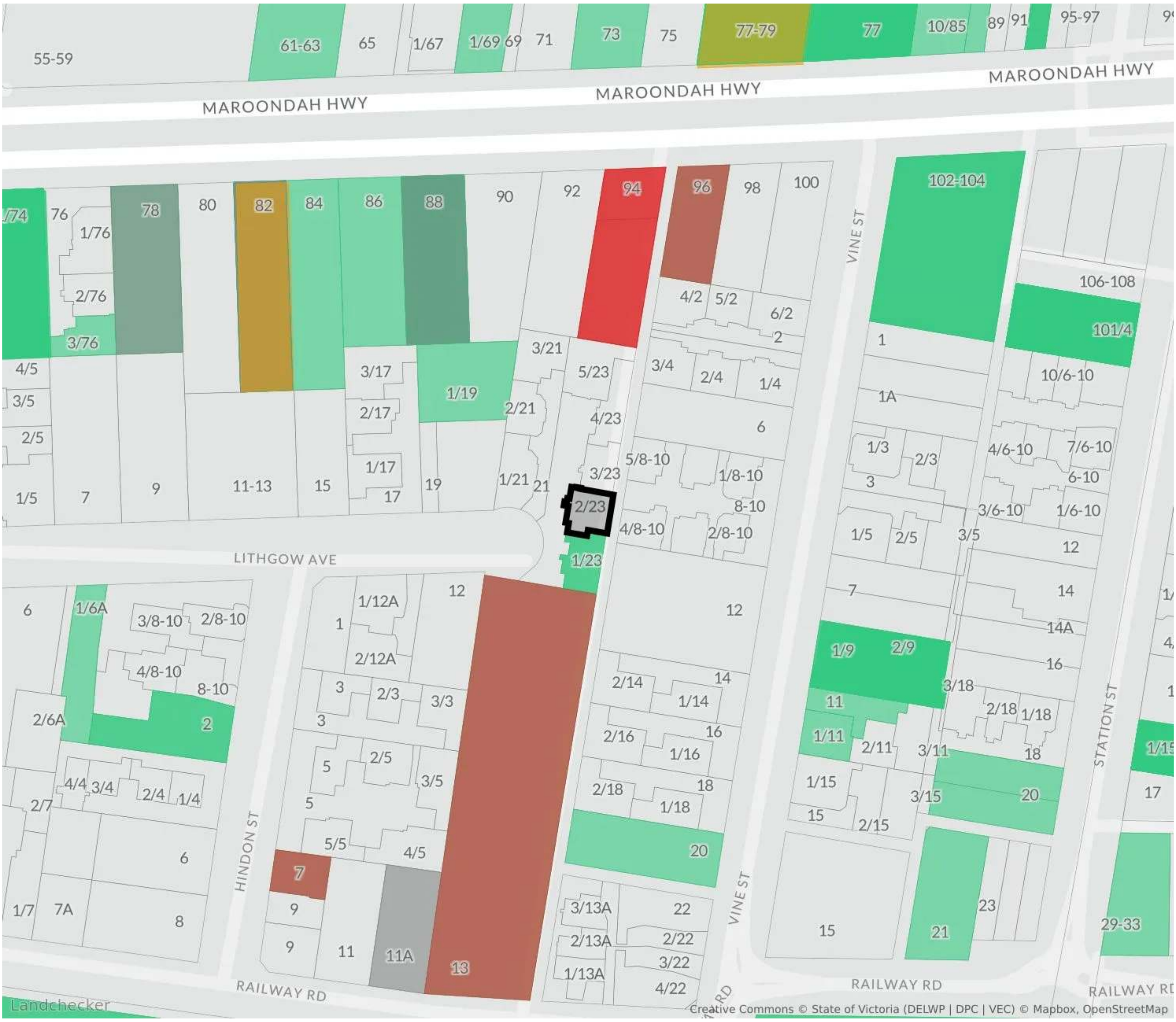
Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	09/03/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	09/03/2026

PLANNING PERMIT HISTORY

No planning permit data available for this property.

NEARBY PLANNING PERMITS



Status	Code	Date	Address	Description
PENDING	WH/9999/377	Received 08/11/2022	82 Whitehorse Road, Blackburn	Wh/2021/625.
PENDING	WH/9999/354	Received 15/08/2022	77-79 Whitehorse Road, Blackburn	This amendment seeks to amend what the permit allows by reducing the number of apartments as well as improving the proposal by providing dwellings of a higher level of amenity. Please refer attached cover letter for more details.
APPROVED	429/2026	20/02/2026	77 Whitehorse Road, Blackburn	Stage 2 construction of multi apartments - completion of all structural elements.
APPROVED	1156/2025	18/12/2025	82 Whitehorse Road, Blackburn	Construction of a new double storey dwelling & associated garage to the rear of an existing dwelling & alterations to the existing dwelling.
APPROVED	WH/2025/826	14/11/2025	11 Vine Street, Blackburn 1/11 Vine Street, Blackburn	Removal of one (1) tree protected under the slo9 and clause 52.37.

Status	Code	Date	Address	Description
APPROVED	WH/2025/254	17/10/2025	86 Whitehorse Road, Blackburn	Construction of six triple storey dwellings, alteration of access to a road in a transport zone category 2, buildings and works within 4 metres of protected slo9 trees and removal of vegetation.
APPROVED	WH/2012/227/C	22/07/2025	77 Whitehorse Road, Blackburn 77-79 Whitehorse Road, Blackburn	Amendment to planning permit wh/2012/227/b to construct two additional levels, increase of 10 apartments, associated built form changes and changes to the basement car parking layout for increase in car parking.
APPROVED	1186/2025	07/07/2025	73 Whitehorse Road, Blackburn	Construction of shade sail.
APPROVED	1058/2025	24/06/2025	13 Railway Road, Blackburn	Restoration of dry and wet fire services.
REJECTED	WH/2024/845	10/04/2025	13 Railway Road, Blackburn	32.09-2 use of the land as a rooming house.
REJECTED	WH/2014/1261/A	03/04/2025	96 Whitehorse Road, Blackburn	Construction of a 5 storey mixed use building (apartments, child care centre and food and drink premises) with basement, buildings and works within 4 metres of protected slo9 trees, alteration of access to a road in a transport zone category 2, a reduction in car parking spaces and vegetation removal.
APPROVED	300/2025	17/02/2025	78 Whitehorse Road, Blackburn	Demolition of existing dwelling and outbuildings.
APPROVED	1871/2024	11/11/2024	77 Whitehorse Road, Blackburn 77-79 Whitehorse Road, Blackburn 81 Whitehorse Road, Blackburn	Stage 1 construction of multi apartments.
APPROVED	1278/2024	10/08/2024	88 Whitehorse Road, Blackburn	Demolition of part of an existing swimming pool.
APPROVED	WH/2023/629	12/09/2023	82 Whitehorse Road, Blackburn	Subdivision of land into two lots and removal of the easement shown as e-1 on lot 1 on lp 65176.
APPROVED	955/2023	14/08/2023	81 Whitehorse Road, Blackburn 77-79 Whitehorse Road, Blackburn 77 Whitehorse Road, Blackburn	Demolition of three existing dwellings & garages.
APPROVED	WH/2012/227/B	08/08/2023	77 Whitehorse Road, Blackburn 77-79 Whitehorse Road, Blackburn	Amendment to planning permit wh/2012/227/b to the plans to reduce the number of dwellings, alter the internal layout and the external presentation of the development, including reducing boundary setbacks.
APPROVED	WH/2021/625/A	24/05/2023	82 Whitehorse Road, Blackburn	Amendment of plans to planning permit wh/2021/625 to allow additional buildings and works within four (4) metres of vegetation.
APPROVED	354/2023	15/03/2023	1/69 Whitehorse Road, Blackburn	Restumping of a unit.
APPROVED	WH/2012/227/A	21/10/2022	77-79 Whitehorse Road, Blackburn 77 Whitehorse Road, Blackburn	Construction of a four storey building contains 61 apartment style dwellings over basement car parking, reduction in car parking requirement and alteration of access to a road in a road zone category 1.
OTHER	WH/2022/765	10/10/2022	82 Whitehorse Road, Blackburn	Two (2) lot subdivision and removal of the easement shown as e1 on lot 1, lp65176 being a drainage and sewerage easement in favour of all lots on lp65176, created in lp65176.
APPROVED	1908/2022	03/10/2022	82 Whitehorse Road, Blackburn	Stage 2 - construction of new double storey dwelling & associated garage to rear of existing dwelling & alterations to existing dwelling - completion of all works.
APPROVED	1058/2022	30/09/2022	1/6a Lithgow Avenue, Blackburn	Extension to existing dwelling & construction of boundary fence & retaining walls.
APPROVED	1433/2022	25/08/2022	82 Whitehorse Road, Blackburn	Stage 1 - construction of new double storey dwelling & associated garage to rear of existing dwelling & alterations to existing dwelling - up to bored piers only.
APPROVED	1340/2022	29/07/2022	2 Hindon Street, Blackburn	Construction of deck.

Status	Code	Date	Address	Description
APPROVED	WH/2022/499	08/07/2022	74 Whitehorse Road, Blackburn 74 Whitehorse Road, Blackburn	Eight lot subdivision.
APPROVED	2012/2021	26/03/2022	2/74 Whitehorse Road, Blackburn 8/74 Whitehorse Road, Blackburn 74 Whitehorse Road, Blackburn 1/74 Whitehorse Road, Blackburn 3/74 Whitehorse Road, Blackburn 4/74 Whitehorse Road, Blackburn 5/74 Whitehorse Road, Blackburn 6/74 Whitehorse Road, Blackburn 7/74 Whitehorse Road, Blackburn	Construction of one double storey & seven triple storey dwellings with garage & front fence.
APPROVED	WH/2021/625	25/03/2022	82 Whitehorse Road, Blackburn	Construction of a second double storey dwelling to the rear of the existing dwelling on a lot and buildings and works within four (4) metres of trees protected under the significant landscape overlay 9.
APPROVED	321/2022	23/02/2022	21 Railway Road, Blackburn	Ase replacement.
APPROVED	1859/2021	23/11/2021	6/74 Whitehorse Road, Blackburn 8/74 Whitehorse Road, Blackburn 7/74 Whitehorse Road, Blackburn 5/74 Whitehorse Road, Blackburn 4/74 Whitehorse Road, Blackburn 3/74 Whitehorse Road, Blackburn 2/74 Whitehorse Road, Blackburn 1/74 Whitehorse Road, Blackburn 74 Whitehorse Road, Blackburn	Demolition of existing dwelling, garage & shed.
APPROVED	2272/2021	13/11/2021	88 Whitehorse Road, Blackburn	Detached dwelling extension with garage.
APPROVED	2160/2021	03/11/2021	2 Hindon Street, Blackburn	Construction of pool barrier.
APPROVED	763/2021	29/03/2021	29-33 Railway Road, Blackburn	Fitout of educational facility.
APPROVED	WH/2015/213/B	23/03/2021	15 Station Street, Blackburn	Construction of a three storey buildings comprising six dwellings.
APPROVED	1829/2020	05/03/2021	1/19 Lithgow Avenue, Blackburn	Construction of a pergola & decking.
APPROVED	WH/2020/545	24/02/2021	74 Whitehorse Road, Blackburn 74 Whitehorse Road, Blackburn	The development of the land for eight (8) dwellings and alteration of access to a road in a road zone, category 1.
APPROVED	WH/2021/56	19/02/2021	88 Whitehorse Road, Blackburn	Buildings and works for the reconstruction of an outbuilding.
OTHER	WH/2020/783	07/12/2020	82 Whitehorse Road, Blackburn	Construction of a second dwelling to the rear of the existing dwelling on a lot.
APPROVED	WH/2020/938	09/10/2020	15 Station Street, Blackburn 15 Station Street, Blackburn	6 lot subdivision.
APPROVED	674/2020	14/07/2020	1/23 Lithgow Avenue, Blackburn	Alterations & additions to existing dwelling including construction of deck.
OTHER	WH/2020/217	27/03/2020	88 Whitehorse Road, Blackburn	Construction of an addition to a dwelling and a garage in a heritage overlay.
APPROVED	374/2020	03/03/2020	102-104 Whitehorse Road, Blackburn	Stage 2 - alterations to existing retail tenancy - external signage.
APPROVED	WH/2019/1263	24/02/2020	102-104 Whitehorse Road, Blackburn	Construct and display internally illuminated signage.
APPROVED	91/2020	17/01/2020	102-104 Whitehorse Road, Blackburn	Stage 1 - alterations to existing retail tenancy.
APPROVED	WH/2019/679	16/01/2020	1/23 Lithgow Avenue, Blackburn	For alteration and extension of a dwelling on a lot less than 300 square metres in a residential growth zone.
REJECTED	WH/2019/1277	24/12/2019	94 Whitehorse Road, Blackburn	Removal of a protected tree (grevillea robusta/ silky oak- tree 1) pursuant to schedule 9 to the significant

Status	Code	Date	Address	Description
				landscape overlay.
REJECTED	WH/2019/1278	24/12/2019	94 Whitehorse Road, Blackburn	Removal of a protected tree (quercus palustris/pin oak - tree 2) pursuant to schedule 9 to the significant landscape overlay.
APPROVED	WH/2015/787/B	26/09/2018	88 Whitehorse Road, Blackburn	Buildings and works for the demolition and reconstruction of an outbuilding.
OTHER	106/2021	Received 20/01/2021	11a Railway Road, Blackburn	New class 1a outbuilding (part of dwelling).
OTHER	WH/2025/719	Received 15/09/2025	78 Whitehorse Road, Blackburn	Construction of eight (8) triple storey dwellings, alteration of access to road a transport zone category 2, construction of a front fence in the ddo11 and buildings and works within 4 metres of protected slo9 trees.

For confirmation and detailed advice about this planning permits, please contact WHITEHORSE council on 03 9262 6303.

EASEMENTS

No easements for this property

NEARBY EASEMENTS

Water
State Government of Victoria
Yarra Valley Water

Electricity
Department of Energy, Environment, and Climate Action

Others
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

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Due Diligence Checklist

What you need to know before buying a residential property

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

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

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

Growth areas
Are you moving to a growth area?
You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk
Does this property experience flooding or bushfire?
Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties
Moving to the country?
If you are looking at property in a rural zone, consider:

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

Is there any earth resource activity such as mining in the area?
You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

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

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

Planning controls
Can you change how the property is used, or

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

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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