

Contract of Sale of Land

Property:

**Unit 4, 22-24 Marlborough Road, Heathmont VIC
3135**

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: AW:20251784

Contract of Sale of Land

© Copyright August 2019

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*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

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.

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/...../2025

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/...../2025

Print names(s) of person(s) signing: Maree Doreen Martland

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale	5
Special Conditions.....	7
General Conditions.....	9
1. ELECTRONIC SIGNATURE.....	9
2. LIABILITY OF SIGNATORY	9
3. GUARANTEE.....	9
4. NOMINEE	9
5. ENCUMBRANCES	9
6. VENDOR WARRANTIES	9
7. IDENTITY OF THE LAND.....	10
8. SERVICES.....	10
9. CONSENTS	10
10. TRANSFER & DUTY	10
11. RELEASE OF SECURITY INTEREST	10
12. BUILDER WARRANTY INSURANCE	11
13. GENERAL LAW LAND	11
14. DEPOSIT	12
15. DEPOSIT BOND.....	12
16. BANK GUARANTEE.....	13
17. SETTLEMENT	13
18. ELECTRONIC SETTLEMENT	13
19. GST.....	14
20. LOAN	15
21. BUILDING REPORT	15
22. PEST REPORT.....	15
23. ADJUSTMENTS	15
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	15
25. GST WITHHOLDING.....	16
26. TIME & CO OPERATION	17
27. SERVICE	18
28. NOTICES.....	18
29. INSPECTION	18
30. TERMS CONTRACT	18
31. LOSS OR DAMAGE BEFORE SETTLEMENT	18
32. BREACH.....	19
33. INTEREST	19
34. DEFAULT NOTICE.....	19
35. DEFAULT NOT REMEDIED.....	19

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Wantirna
Address: 207 Stud Road, Wantirna South VIC 3152
Email: geraint.gardner@obrienrealestate.com.au
Tel: 8820 8338 Mob: 0450923437 Fax: Ref: Geraint Gardner

Vendor

Name: Maree Doreen Martland
Address: 82 Yarra Boulevard, Richmond VIC 3121
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: 20251784

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 10046 Folio 485	4	SP 37594G

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: Unit 4, 22-24 Marlborough Road, Heathmont VIC 3135

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

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

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

Lease (general condition 5.1)

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

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

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

OR

a 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) (not applicable at Auction)

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.*

1. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

2. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

3. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

4. Auction

The property is offered for sale by auction subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or replace those Rules.

5. Guarantee

If a company purchases the property:

- a. Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- b. The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.



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.

SPECIAL CONDITION 6 – Christmas Closure Period

- (a) Where a settlement date is chosen during the Christmas/New Year period of Tuesday 23rd December 2025 to Monday 5th January 2026 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Tuesday 6th January 2026 without penalty to either the Vendor or Purchaser.
- (b) The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the

other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 6a.

- (c) Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 6a and 6b.
- (d) Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2025, settlement will be delayed until 6th January 2026. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:
 - Penalty interest pursuant to General Condition 33
 - Payment in full of the vendors 2026 land tax liability.

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.

- 13.10 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

andof

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:	Maree Doreen Martland
Property:	Unit 4, 22-24 Marlborough Road, Heathmont VIC 3135



VENDORS REPRESENTATIVE

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

Email: info@victorianstatewide.com.au

Ref: AW:20251784

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 certificates and as follows-

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 \$6,600.00 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; 120
3. The Entry Date of the land was; N/A

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: Maroondah City Council Planning Scheme

Responsible Authority: Maroondah City Council

Zoning: Neighbourhood Residential Zone – Schedule 3

Planning Overlay/s: Special Building Overlay – Schedule 1; Significant Landscape Overlay – Schedule 3

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	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 10046 Folio 485
2. Plan of Subdivision 37594G

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Maree Doreen Martland

Signature/s of the Vendor

x

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

x

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*.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 10046 FOLIO 485

Security no : 124127539347D
Produced 27/08/2025 03:51 PM

LAND DESCRIPTION

Lot 4 on Registered Plan of Strata Subdivision 037594G.
PARENT TITLE Volume 10039 Folio 703
Created by instrument SP037594G 25/11/1991

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MAREE DOREEN MARTLAND of "HAYVILLE RET VLGE" UNIT 90 300 ELGAR ROAD BOX HILL
SOUTH VIC 3128
AX048283U 14/07/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE SP037594G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 22-24 MARLBOROUGH ROAD HEATHMONT VIC 3135

ADMINISTRATIVE NOTICES

NIL

eCT Control 18237Q HICKS OAKLEY CHESSELL WILLIAMS
Effective from 14/07/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP037594G

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	SP037594G
Number of Pages (excluding this cover sheet)	2
Document Assembled	27/08/2025 15:53

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF STRATA SUBDIVISION	EDITION 1	SP037594G
-----------------------------------	------------------	------------------

LOCATION OF LAND

PARISH: RINGWOOD
 TOWNSHIP: -
 SECTION: -
 CROWN ALLOTMENT: -
 CROWN PORTION: 9 (PART)
 TITLE REFERENCE: VOL.10039 FOL.703
 LAST PLAN REFERENCE: LOT 1 ON LP310714F
 DEPTH LIMITATION: DOES NOT APPLY
 POSTAL ADDRESS: 22 - 24 MARLBOROUGH ROAD
 HEATHMONT 3135

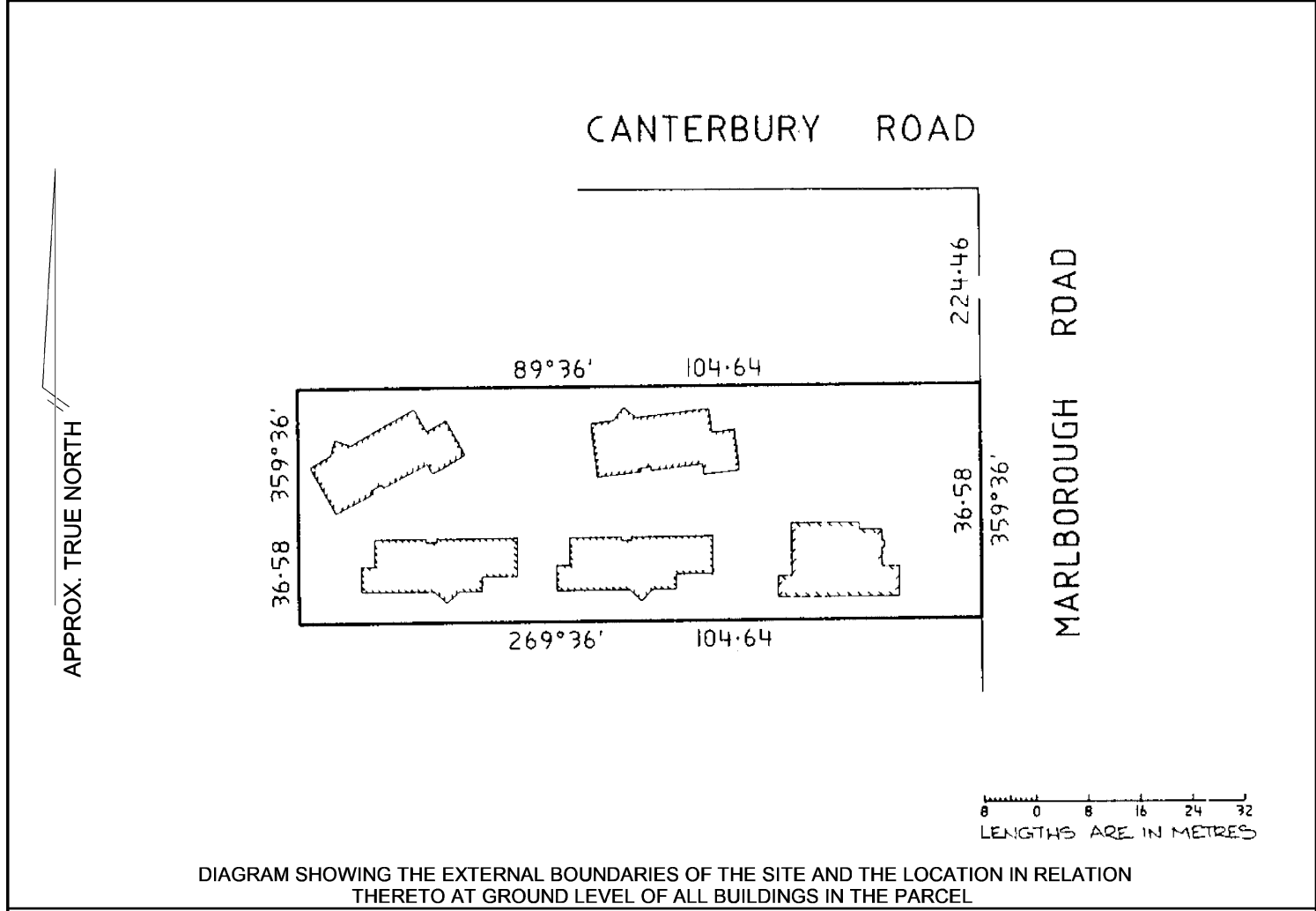
**FOR CURRENT OWNERS CORPORATION DETAILS
 AND ADDRESS FOR SERVICE OF NOTICE
 SEE OWNERS CORPORATION SEARCH REPORT**

SURVEYOR'S CERTIFICATE
 Surveyor: STANLEY GEORGE JEFFREYS
 Certification Date: 18/01/1991

SEAL OF MUNICIPALITY AND ENDORSEMENT
 Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
 by CITY OF RINGWOOD on 10/09/1991

REGISTERED DATE: 25/11/1991

PLAN UPDATED BY REGISTRAR IN AN661031Q: 20/07/2020



EASEMENT INFORMATION

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

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

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

PLAN OF STRATA SUBDIVISION

SP037594G

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 5 ARE SINGLE STOREY BUILDINGS.

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

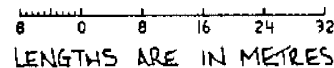
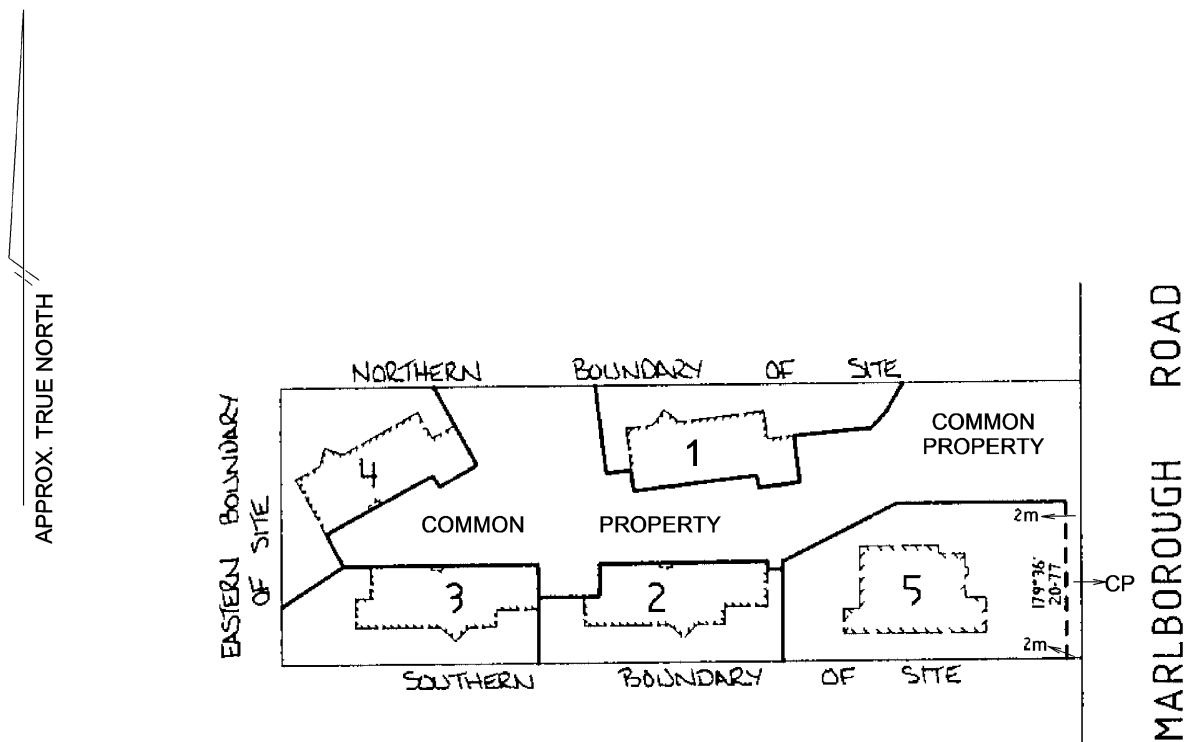
NO LOT ON THIS PLAN IS AN ACCESSORY LOT.

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

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
 ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 27/08/2025 03:53:52 PM

**OWNERS CORPORATION
PLAN NO. SP037594G**

The land in SP037594G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MBCM STRATA SPECIALISTS MITCHAM SUITE 1 17 HEATHERDALE ROAD RINGWOOD VIC 3134

AW727912N 17/04/2023

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:

1. AH839645Q 15/03/2011

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Total	500.00	500.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/08/2025 03:53:52 PM

**OWNERS CORPORATION
PLAN NO. SP037594G**

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

Statement End.

LAND INFORMATION CERTIFICATE

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



Victorian Statewide Conveyancing
PO Box 32
Narre Warren VIC 3805

Certificate No: 100048
Applicant Ref: 20251784:85419
Date: 5 September 2025

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

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

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

SUNDRY INFORMATION

General Rates, Charges & Emergency Services and Volunteers Fund: In full payments must be paid by 15 February in the year ending 30 June 2026 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 135416

Property Location: 4/22-24 Marlborough Road
Heathmont VIC 3135
Unit 4 SP 37594

Title Details: CT-10046/485

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

Valuations

Site Value: \$550,000
Capital Improved Value: \$775,000
Nett Annual Value: \$38,750
Relevant Date: 1st January 2025

ADDITIONAL INFORMATION**Contact us**

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

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

ABN 98 606 522 719

**RE: 4/22-24 Marlborough Road
Heathmont VIC 3135**

Certificate No:

100048

FINANCIAL INFORMATION

Assessment No:	1354166		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	1,510.20	0.00	1,510.20
Waste Service Charge	465.00	0.00	465.00
State Government Fire Levy MFB	0.00	0.00	0.00
State Government ESVF Levy	270.05	0.00	270.05
Municipal Charge	0.00	0.00	0.00
Bank Fees	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			0.00
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$2,245.25</u>

TOTAL BALANCE

\$2,245.25

<p>BPAY Payment Details Bill Code: 118992 Reference Number:0013541669</p> <p>Please ensure a Notice of Acquisition is sent directly to Council at: maroondah@maroondah.vic.gov.au</p>
--

POTENTIAL LIABILITIES

I acknowledge having received the sum of \$30.60 being the fee for this certificate.

Revenue Services
Maroondah City Council

Contact us

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

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

27th August 2025

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	4/22-24 MARLBOROUGH ROAD HEATHMONT 3135
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	30967852
Conveyancing Account Number	8998494776
Your Reference	20251784 AW

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 Property Information Statement

Property Address	4/22-24 MARLBOROUGH ROAD HEATHMONT 3135
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	4/22-24 MARLBOROUGH ROAD HEATHMONT 3135
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

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

A portion of the land is encumbered by proposed Melbourne Water drainage works. Further information can be obtained by contacting Melbourne Water on 9679 7517.

A declaration designating a waterway has been made in respect to the land pursuant to Section 188 of the Water Act 1989.

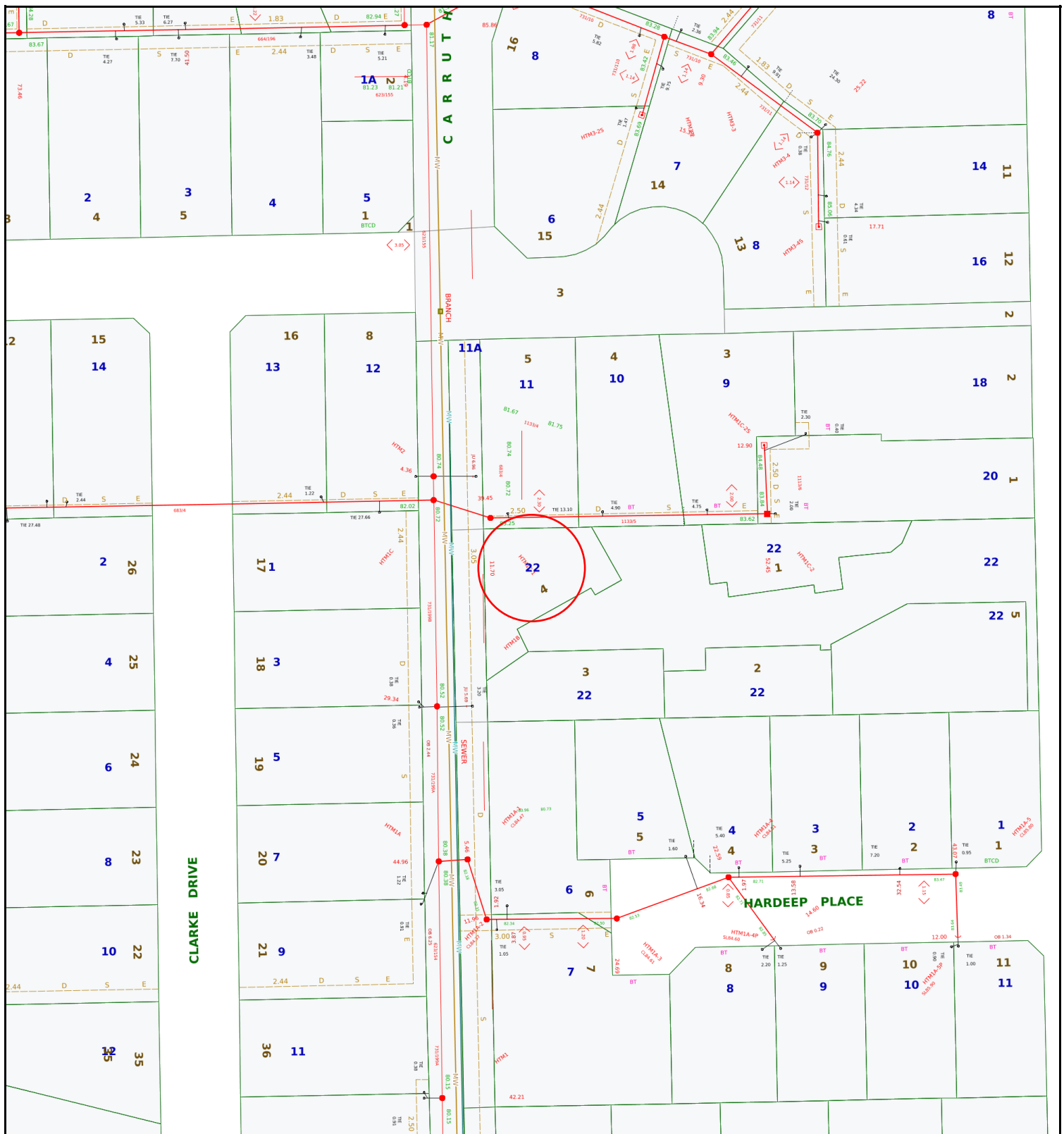
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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: 30967852**

Address	4/22-24 MARLBOROUGH ROAD HEATHMONT 3135
Date	27/08/2025
Scale	1:1000



ABN 93 066 902 501

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

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

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

RATES CERTIFICATE

Account No: 8995286681
Rate Certificate No: 30967852

Date of Issue: 27/08/2025
Your Ref: 20251784 AW

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 4/22-24 MARLBOROUGH RD, HEATHMONT VIC 3135	4\SP37594	1489895	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
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			\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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



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

Property No: 1489895

Address: UNIT 4/22-24 MARLBOROUGH RD, HEATHMONT VIC 3135

Water Information Statement Number: 30967852

HOW TO PAY



Billers Code: 314567
Ref: 89952866817

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



VICTORIAN STATEWIDE CONVEYANCING, CARE OF
LANDCHECKER

Your Reference: LD:77908926-010-9.20251784

Certificate No: 92952334

Issue Date: 27 AUG 2025

Enquiries: ESYSPROD

Land Address: UNIT 4, 22 -24 MARLBOROUGH ROAD HEATHMONT VIC 3135

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23268491	4	37594	10046	485	\$6,161.15

Vendor: MAREE MARTLAND

Purchaser: NOT KNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MRS MAREE DOREEN MARTLAND	2025	\$600,000	\$3,912.82	\$0.00	\$3,094.96

Comments: Land Tax of \$3,912.82 has been assessed for 2025, an amount of \$817.86 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MRS MAREE DOREEN MARTLAND	2024	\$3,837.13	\$0.00	\$3,066.19

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):	\$775,000
-------------------------------	-----------

SITE VALUE (SV):	\$600,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$6,161.15
---	-------------------

Notes to Certificate - Land Tax

Certificate No: 92952334

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,250.00

Taxable Value = \$600,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,750.00

Taxable Value = \$775,000

Calculated as \$775,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92952334

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: 92952334

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



VICTORIAN STATEWIDE CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:77908926-010-9.20251784 AW

Certificate No: 92952334

Issue Date: 27 AUG 2025

Enquires: ESYSPROD

Land Address: UNIT 4, 22 -24 MARLBOROUGH ROAD HEATHMONT VIC 3135

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23268491	4	37594	10046	485	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$775,000

SITE VALUE: \$600,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92952334

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 LD:77908926-010-9.20251784

Reference: AW

Certificate No: 92952334

Issue Date: 27 AUG 2025

Land Address: UNIT 4, 22 -24 MARLBOROUGH ROAD HEATHMONT VIC 3135

Lot	Plan	Volume	Folio
4	37594	10046	485

Vendor: MAREE MARTLAND

Purchaser: NOT KNOWN

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 92952334

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 92952332</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 92952332</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
---	--	--

OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. SP 37594 G

Re: Victorian Statewide Conveyancing
Property: Lot 4, 22-24 MARLBOROUGH ROAD HEATHMONT VIC 3135
Your Ref: Email Request 28/8

This certificate is issued for Lot 4 known as Unit No. 4 on Strata Plan No 37594 the postal address of which is 4 /22-24 MARLBOROUGH ROAD HEATHMONT VIC 3135

1. The current fees for the above lot are \$2824.00 per annum payable half yearly in advance and due on the First day of April and October each year.

- At the previous Annual General Meeting it was resolved to increase Owners Corporation fees effective 1/4/25 to reflect the following;

Admin Lots 1-4 \$773.50 half yearly, \$1,547 annual.

Admin Lots 1-5 \$706.00 half yearly, \$1,412 annual.

Total annual fee effective 1/4/25 is \$2,959.

The above figure of \$2,824 reflects the original annual fee prior to the resolution made at the Annual General Meeting.

A pro rata fee was issued and paid after the meeting for the difference in the increase of the fees.

2. The fees are paid up until 30/09/2025.

3. The total of unpaid fees or charges for the lot is: \$0.00.

4. No special fees or levies have been struck except: Nil

5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-

- Quotes are being obtained for repairs and maintenance, if these works are approved they may require a levy.

6. The Owners Corporation has the following insurance cover:

Name of Company:	Flex Insurance Underwriting Agency
No. of Policy:	TBA
Kind of Policy:	REINSTATEMENT
Buildings Amount:	\$3,410,000
Legal Liability Amount:	\$20,000,000
Buildings Covered:	BUILDING LOTS 1 - 4, PUBLIC LIABILITY ALL COMMON
Common Contents:	\$0
Renewal Date:	31/03/2026

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>
-------------------------	------------------------

Admin Lots 1-5	\$ 4881.21
Admin Lots 1-4	\$ 2255.86
TOTAL	<hr/> \$ 7137.07

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
- Management Agreement, Agreement by owners to issue Fees to Lots 1-4 for common area maintenance and Insurance and Fees to Lots 1-5 for management and a portion of insurance to cover Public liability. It has been resolved for Lot 5 to pay minimal as they are quite seperated from the main comon area and have insured themselves historically.
11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-
- None to our knowledge
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-
- None to our knowledge
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- None to our knowledge
14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Strata Specialists MITCHAM
Address Suite 1, 17 Heatherdale Road Ringwood 3134
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1) Strata Plan No 37594.

Dated this Eleventh day of September 2025



Nick Orfanidis (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists MITCHAM
Suite 1, 17 Heatherdale Road Ringwood 3134
info@mitcham.mbcm.com.au

NOTE:

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

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

Please find attached

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

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

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

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

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



Biller Code:	96503
Biller Reference:	242058048 00041

Model Rules for an Owners Corporation

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

1 Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 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.
-



OWNERS CORPORATION PLAN No 37594 (OC1)
22-24 MARLBOROUGH ROAD, HEATHMONT

Minutes of the Annual General Meeting of OC 37594 (OC1)
held via Zoom and at
MBCM Mitcham (enter via Molan Street, Lower Level)
Suite1, 17 Heatherdale Road, Ringwood - Room 1
on
Thursday, 20 March 2025 at 9:30AM

PRESENT

- Lot 1 Kellie Rose & Timothy Davison
- 2 Dr Sidra Akhtar
- 3 Barbara Colliver
- 4 Ms M D Martland
- 5 Heidi Leach

IN ATTENDANCE

Lachlan Miller from MBCM Strata Specialists Mitcham.

APOLOGIES

Nil

CHAIRMAN

It was resolved that Lachlan Miller act as Chairman of the meeting.

For: 5 Against: 0 Abstain: 0

QUORUM

In accordance with Section 77 of the Owners Corporation act 2006, a quorum was declared as **all unit owners or at least 50% of unit owners** were represented (by liability). All decisions at this meeting are legally binding on all lot owners.

VOTING

All members represented at the meeting had voting rights.

SECRETARY

It was resolved that the Manager act as secretary of the Owners Corporation.

For: 5 Against: 0 Abstain: 0

MINUTES & STANDING RESOLUTIONS

The minutes of the previous Annual General Meeting held on the 20 February 2024 were taken as read and received as a true record of that meeting and the Standing Resolutions were also accepted.

For: 5 Against: 0 Abstain: 0

ANNUAL ACCOUNTS

It was resolved that the Financial Statement as presented, be adopted as a true record of the transactions of the Owners Corporation for the year ending 31 December 2024.

For: 5 Against: 0 Abstain: 0

ELECTION OF COMMITTEE

It was resolved not to form a committee for the ensuing year.
Kellie Rose from Lot 1 was also elected as Chairperson of the Owners Corporation.

For: 5 Against: 0 Abstain: 0

APPOINTMENT OF MANAGER

It was resolved to continue the appointment of MBCM Strata Specialists Mitcham as Manager until the next AGM for a management fee as detailed in the budget and in accordance with the Delegations & Terms of the Contract of Appointment.

For: 5 Against: 0 Abstain: 0

A management agreement was also presented to be signed for **3 years** however due to the meeting being conducted via Zoom the agreement will be emailed to two owners for signing.

In accordance with Part 12 of the Owners Corporation Act 2006 the Manager is registered with the Business Licensing Authority, Registration No. 000514

MANAGERS REPORT

It was resolved to accept the Managers report as tabled.

For: 5 Against: 0 Abstain: 0

DISPUTE RESOLUTION

The Manager advised the meeting that no formal complaints had been received.

OWNERS CORPORATION FEES

It was resolved to adopt the budget presented and Owners Corporation fees be increased in accordance with Lot Liability to raise \$7,060 for Lots 1 to 5 per annum, effective from 1st April 2025 and Owners Corporation fees be maintained at their current level to raise \$6,188 for Lots 1 to 4 per annum, in accordance with Lot Liability.

For: 5 Against: 0 Abstain: 0

As the Owners Corporation fees have already been issued for 1st April 2025, a pro-rata fee will be raised for the difference.

Any items of major expenditure or shortfall in funds will require the raising of a special levy. Owners Corporation fees are payable half yearly in advance and due on the first day of April and October of each year.

Late payments may incur additional administration fees. The administration fee charged to the unit owner involved for the manager to pursue overdue payments in accordance with the Contract of Appointment will now be \$55.00.

PENALTY INTEREST

It was resolved not to apply penalty interest to fees for the ensuing year.

For: 5 Against: 0 Abstain: 0

DEBT RECOVERY RESOLUTION

It was resolved that the Owners Corporation resolves by ordinary resolution in accordance with Section 18 of the Owners Corporations Act 2006 to take all steps necessary to recover outstanding fees, levies and charges due by any member of the Owners Corporation, including to commence proceedings in VCAT or any other Court of competent jurisdiction. The Manager of the Owners Corporation shall be provided the delegated authority pursuant to this resolution to give all appropriate instructions to lawyers employed on behalf of the Owners Corporation in taking out such proceedings.

For: 5 Against: 0 Abstain: 0

INSURANCE

The Manager advised the meeting that he is an Authorised Representative (AR 342 705), for CHU Underwriting Agencies Pty Ltd and Honan Insurance Brokers.

The Manager is required to obtain clear instructions for the renewal of the insurance.

The Manager advised the meeting that we provide only general and factual advice about insurance, not personal advice and are committed to the NIBA Insurance Broker's Code of Practice. You should read the insurers' Product Disclosure Statement (PDS) before you make a decision to purchase your building insurance. Updated Financial Services Guides were enclosed with the Agenda and Product Disclosure Statements were made available at the meeting. Links to the insurers websites can also be accessed via our <https://mbcm.com.au/local-branch/vic/mitcham> - "Resources-FAQ-Insurance" for access to Product Disclosure Statements (PDS).

INSURANCE continued...

The Manager advised the meeting that as per the amendments to the Owners Corporation Act effective 1 December 2021, a property valuation for insurance purposes must be obtained to accurately assess an appropriate building sum insured figure and that the property must be adequately insured for full reinstatement of all buildings. This would indicate that the level of cover recommended as a result of the valuation assessment should be adopted as the building sum insured for the property.

It was resolved not to have an insurance valuation obtained and the existing building sum insured of \$3,410,000 and Legal Liability sum insured of \$20,000,000 was deemed adequate at this stage.

For: 5 Against: 0 Abstain: 0

It was resolved to circulate quotations to owners prior to renewal on 31 March 2025 as quotations were unavailable to be presented at the Annual General Meeting. If a quorum is unable to be achieved or quotations unable to be obtained, the current insurer will be retained.

It was further resolved to obtain quotations prior to the next Annual General Meeting and have them tabled at the meeting.

For: 5 Against: 0 Abstain: 0

Current Insurance Information:

Insurer:	CHU UNDERWRITING AGENCIES
Policy No:	Q0001082696-3
Renewal Date:	31/03/2025
Current Sum Insured Amount	\$3,410,000
Public Liability	\$20,000,000
Current Standard Excess	\$2,000
Current Additional Excess	Other excesses payable are shown in the Policy Wording

All owners are reminded that the Owners Corporation insurance **DOES NOT** cover contents or personal Legal Liability inside the Lots. Each owner should have Contents Insurance that includes personal Legal Liability. Landlords are advised to have Landlords Contents cover.

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

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

GENERAL BUSINESS

GUTTER CLEANING:

Discussions were had regarding the gutter cleaning quotations obtained during the year and the Special Resolution ballot which did not pass to have the cleaning done collectively. It was resolved to have the guttering and downpipes of all Units cleaned twice a year. Owners are advised that if an additional clean is required, it would be the responsibility of the owner to arrange for the additional service to their unit.

It was further resolved that Gutter ReLeaf be the contractor for the gutter cleaning, however, to negotiate to see if their quoted costs can be reduced. Results of the negotiation will be circulated to owners to confirm that Gutter ReLeaf is the contractor of choice.

For: 5 Against: 0 Abstain: 0

OH&S REQUIREMENTS:

The Manager advised the meeting that to comply with the Occupational Health & Safety (OH&S) requirements it is essential that any items of maintenance that are required to the common property are reported to enable rectification work to be undertaken. This includes - but is not limited to - items such as trip hazards on paths of access and egress, oil spills or slippery surfaces and also items that are not adequately supported such as leaning fences or dislodged windows or guttering. The Manager recommended a Professional OH&S Audit be undertaken on the common property to identify any hazards.

Notwithstanding the Managers recommendations, it was resolved not to have an OH&S audit undertaken for the property at this stage and Owners and the Committee would be responsible to monitor the common areas and advise the Manager as soon as possible of any items requiring attention.

For: 5 Against: 0 Abstain: 0

GENERAL BUSINESS continued...

ASBESTOS MANAGEMENT:

The Manager advised the meeting that as part of the Occupational Health & Safety (OH&S) requirements it is the obligation of the Owners Corporation to identify the presence of any Asbestos Containing Materials (ACM) on the common property. The Manager recommended a Formal Asbestos Audit be undertaken to identify Asbestos Containing Materials on the common property.

Notwithstanding the Managers recommendations, it was resolved not to have a formal asbestos audit undertaken for the property at this stage and that Owners would be responsible to inspect the common areas and advise the Manager of any items requiring attention.

For: 5 Against: 0 Abstain: 0

Owners are reminded that if the buildings were constructed prior to 2004, Asbestos Containing Materials (ACM) may have been present in the materials used to construct these buildings. Steps should be taken by owners when considering any renovations or repairs, to identify potential asbestos containing materials within the private property in order to inform contractors that will be conducting the works.

FRONT WALL WORKS:

It was resolved to have CWD Bricklaying meet with Unit 1 to discuss a revised quotation for the Front Wall Works. The quotation will then be presented to the Owners Corporation to determine how to proceed.

For: 5 Against: 0 Abstain: 0

DRIVEWAY WORKS

It was resolved to have CWD Bricklaying meet with Unit 1 to discuss a quotation for the driveway issues. The quotation will then be presented to the Owners Corporation to determine how to proceed.

For: 5 Against: 0 Abstain: 0

SIGNAGE WORKS:

Discussion was had relating to the quotation and ballot which did not pass during the year to have a "No Parking" sign installed at the property. It was resolved to proceed with the signage works as quoted by Ezy Signage. A levy will be raised if a surplus is unavailable to be utilised.

For: 5 Against: 0 Abstain: 0

ATO COMPLIANCE REQUIREMENTS:

It was resolved the Owners Corporation instructs and authorises the Director of MBCM Strata Specialists Mitcham to be the Public Officer of the Owners Corporation and act on behalf of the Owners Corporation in all interactions with the Australian Taxation Office and Australian Business Registry.

For: 5 Against: 0 Abstain: 0

It was resolved the Owners Corporation delegates all necessary authorities and powers to the Public Officer & Strata Managing Agent to file income tax returns (nil or otherwise) or notify RNN (Return Not Necessary) and/or Client Update Transactions in order to ensure that all of the information with the Australian Tax Office and Australian Business Registry are up to date and meet current regulatory requirements.

For: 5 Against: 0 Abstain: 0

It was resolved that the Owners Corporation acknowledges that the abovementioned works fall outside of the inclusions in the Management Fee and as such, an additional fee for service will be incurred in this financial year for the works required to undertake the required set up for filings and information updates. The fee will be charged at the standard hourly rate for the time taken for your Owners Corporation and may vary depending on the complexity and extent of your particular Owners Corporation's history with the ATO and ABR.

For: 5 Against: 0 Abstain: 0

NEXT AGM:

It was resolved to hold the next Annual General Meeting at 9:30am to avoid Additional Management Services (S2.2) fees for afterhours and offsite meetings. As noted in the contract of appointment, meetings longer than an hour will incur the additional fee for service.

GENERAL BUSINESS continued...

ELECTRONIC CORRESPONDENCE:

To correspond with owners in a timelier manner and attempt to contain disbursement costs, all correspondence will automatically be sent via email if the email address is on file. Please ensure your email address is kept up to date.

NB: Fee notices will continue to be emailed unless you request to Opt Out by contacting our office.

There being no further business the meeting closed at 10:20am.

MAJOR WORKS/

ADDITIONAL DUTIES CHARGES

Please note that Major Works and Additional Duties performed by the Owners Corporation Manager, which are NOT considered part of the normal Owners Corporation Management Duties will attract a fee as per Schedule 2.2 of the Management Agreement. Meeting overruns of more than an hour may also incur additional charges. The Schedule 2.2 hourly rate is \$198 inc GST.

STANDING RESOLUTIONS

- 22-24 MARLBOROUGH ROAD, HEATHMONT

Resolved at 2023 AGM

PROCUREMENT:

It was resolved that the Owners Corporation accepts the procurement practices adopted by MBCM Strata Specialists Mitcham as being acceptable practices to ensure that goods and services are procured at competitive prices and terms. The practices were as described in the managers' report presented and will form part of the standing resolutions of the Owners Corporation.

The practices adopted are as follows:

- Where works or services are not being carried out on an hourly basis and are going to cost over \$1,000 two to three quotations will be sought where possible, otherwise one to two quotations will be presented depending on costs between \$0 and \$1000.
- The current resolution of the Owners Corporation for procurement of insurance involves regular market reviews.

DESTROY COMMON SEAL:

As there was no Common Seal transferred in the handover, there was no resolution to have one destroyed. As per the Owners Corporation Act amendments on 1 December 2021, a Common Seal is no longer required to be applied to Owners Corporation documents.

INSURANCE/BUDGETS:

The owner of Unit 5, previously not involved in the Owners Corporation insurance policy, advised they were interested in being included in the policy and hence the amendments to the budgets to incorporate the entire insurance expenditure within Administration Fund Lots 1 to 5.

ADOPTION OF ARREARS POLICY:

It was resolved that MBCM Strata Specialists Mitcham be authorised to issue debt recovery letters and/or issue final fee notices incurring a charge to the unit owner if fees are in arrears and issue a Letter of Demand from the Owners Corporation solicitor, should it be deemed necessary.

Debts requiring more serious action may be referred to the Owners Corporations solicitor for collection under part 11 of the Owners Corporations Act at a cost to the unit owner.

The Owners Corporation may also refer or sell the debt to a debt collection agency, which may increase the amount of the debt to the owner in arrears and may adversely affect their credit rating.

GARDENING:

Gardens & nature strip in front of 24 Marlborough Rd (Unit 5) will continue to be maintained by Unit 5 with costs of gardening within the common area being funded by Lots 1 to 4 only.

TREE MAINTENANCE:

Maintenance of trees is to be funded by Lots 1 to 4.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Telephone Enquiries: 03 9298 4327
Your Reference: 20251784:85419
Reg 51 (1)



05 September 2025

Victorian Statewide Conveyancing
PO Box 32
Narre Warren VIC 3805

Dear Sir/Madam

Re: 4/22-24 Marlborough Road, Heathmont VIC 3135 Unit 4 SP 37594

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

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

No Building Notices or Orders are outstanding against this property.

Combined Allotments

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

Subdivision of an existing building

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

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

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

Yours faithfully

Leanne Wilson

Leanne Wilson
Municipal Building Surveyor

Contact us

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Victorian Statewide Conveyancing, care of Landchecker
Level 1, 49-51 Stead Street
SOUTH MELBOURNE 3205

Client Reference: 20251784 AW

NO PROPOSALS. As at the 27th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 4, 22-24 MARLBOROUGH ROAD, HEATHMONT 3135
CITY OF MAROONDAH

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

Date of issue: 27th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77908926 - 77908926155132 '20251784 AW'

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 4 SP37594

LOCAL GOVERNMENT (COUNCIL)

Maroondah

LEGAL DESCRIPTION

4\SP37594

COUNCIL PROPERTY NUMBER

216976

LAND SIZE

423m² Approx

ORIENTATION

Unavailable

FRONTAGE

Unavailable

ZONES

NRZ - Neighbourhood Residential Zone - Schedule 3

OVERLAYS

SBO - Special Building Overlay - Schedule 1

SLO - Significant Landscape Overlay - Schedule 3

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Ringwood District

Schools

CLOSEST PRIVATE SCHOOLS

St Mary's College for the Deaf - Ringwood Campus (1382 m)

Aquinas College (1382 m)

Our Lady of Perpetual Help School (2033 m)

CLOSEST PRIMARY SCHOOLS

Marlborough Primary School (378 m)

CLOSEST SECONDARY SCHOOLS

Heathmont College (475 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 130 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 159 Homes

Council Information - Maroondah

PHONE

03 9298 4598 (Maroondah)

EMAIL

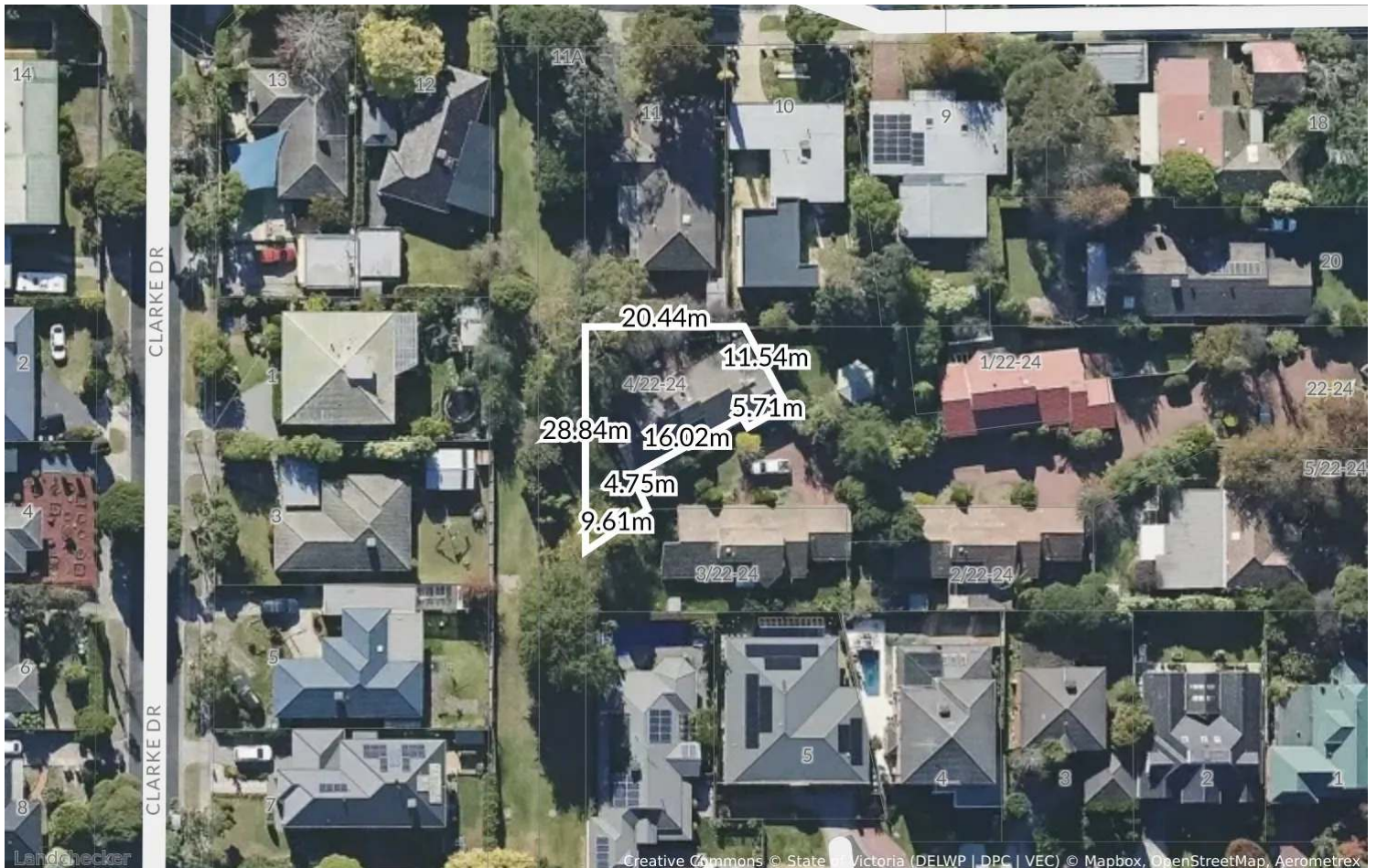
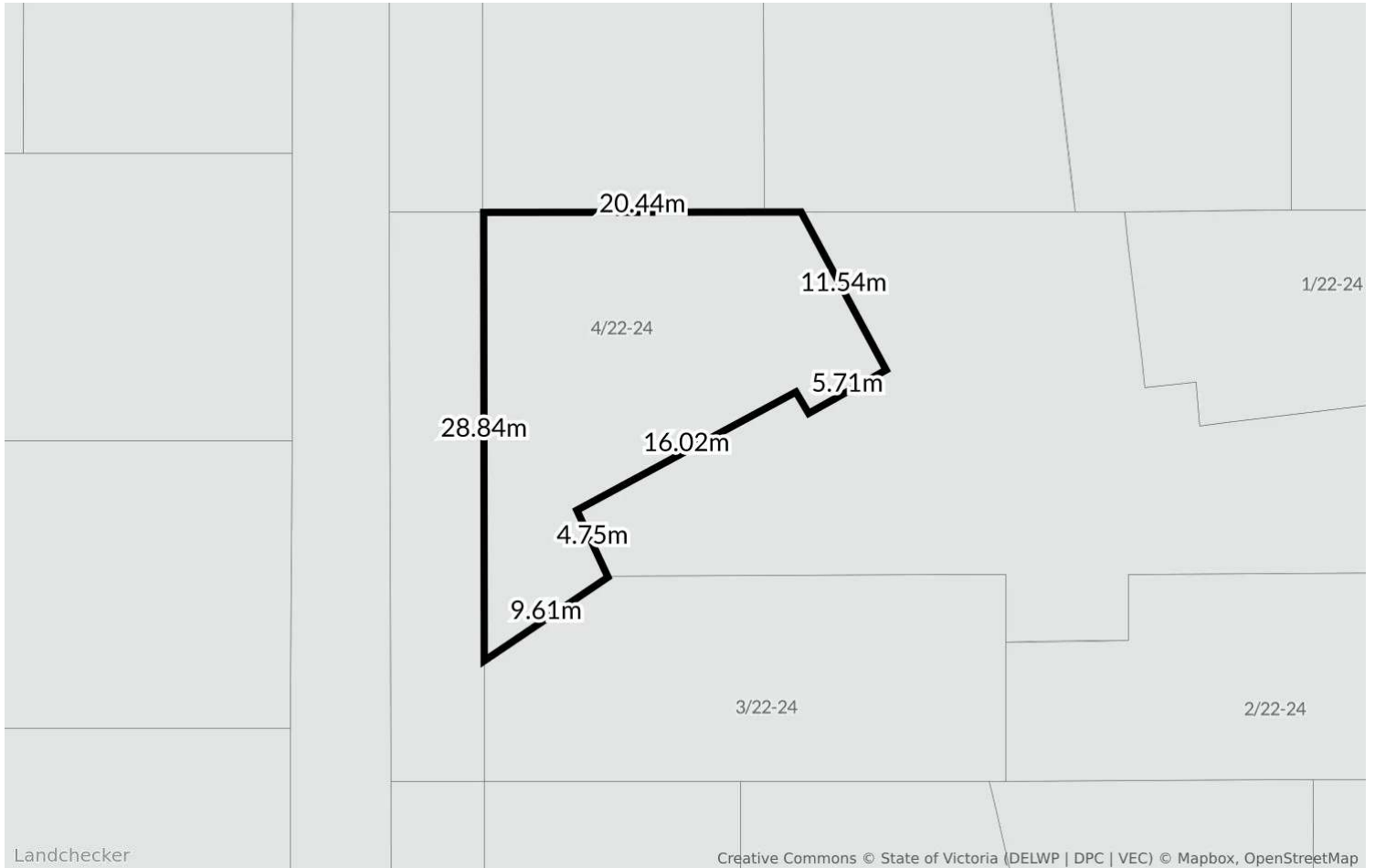
maroondah@maroondah.vic.gov.au

WEBSITE

<http://www.maroondah.vic.gov.au/>

SITE DIMENSIONS

4/22-24 Marlborough Road, Heathmont Vic 3135



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

4/22-24 Marlborough Road, Heathmont Vic 3135

Status	Code	Date	Description
APPROVED	VC268	04/09/2025	Amendment VC268 is required to give effect to the Victorian Transmission Plan and update strategies to facilitate renewable energy development in declared renewable energy zones. Changes to references to the Climate Action Act 2017 are required to ensure that planning schemes are accurate.
APPROVED	VC283	01/09/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.
APPROVED	C153maro	26/08/2025	The amendment implements recommendations from the Maroondah Planning Scheme Review (Maroondah City Council, February 2024) by making administrative and correctional changes to the Maroondah Planning Scheme.
APPROVED	VC279	20/08/2025	The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.
APPROVED	VC290	15/08/2025	The Amendment changes the VPP and 63 planning schemes in Victoria by making Abattoir a section 1 use in the Table of Uses where specified siting, design and amenity conditions are met in clause 35.04 Green Wedge Zone, clause 35.07 Farming Zone and clause 35.08 Rural Activity Zone.
APPROVED	VC281	13/08/2025	Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murrn) Act 2017.
APPROVED	VC282	13/08/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	GC252	13/08/2025	Facilitates the development of around 60,000 new homes within 10 activity centres and their catchments by 2051, consistent with the Planning Policy Framework (PPF) and the housing delivery objectives sought by Victoria's Housing Statement, Plan Melbourne 2017-2050 and the recently released Plan for Victoria.

Status	Code	Date	Description
APPROVED	C160maro	13/08/2025	The amendment extends interim Heritage Overlay (HO175) applying to 61 Wicklow Avenue, Croydon until 13 October 2025, while permanent heritage controls are sought through Amendment C148maro.
APPROVED	VC280	13/08/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	VC276	01/08/2025	Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.
APPROVED	VC258	03/07/2025	The amendment improves the operation of the existing Development Facilitation Program (DFP) planning provisions at clauses 53.22 and 53.23 and expands the program eligibility to include gas projects and saleyards.
APPROVED	VC250	02/07/2025	The amendment supports Victorias Gas Substitution Roadmap (Victorian Government, 2022) by prohibiting new gas connections for new dwellings, apartments and residential subdivisions where a planning permit is required.
APPROVED	GC265	02/07/2025	Corrects formatting and administrative errors that occurred as part of Amendment GC252, which implemented planning controls for 10 activity centres as part of the Activity Centres Program. The amendment also makes a mapping correction that resulted from Amendment C160fran.
APPROVED	VC247	02/07/2025	Amendment VC247 extends planning exemptions under clauses 52.07 (Emergency recovery) and 52.18 (Coronavirus (COVID 19) pandemic and recovery exemptions) and makes corrections to ordinance introduced in VC246 related to Container deposit scheme centres.
APPROVED	VC253	02/07/2025	Amendment VC253 introduces a new land use term and siting, design and amenity requirements for a small second dwelling into the Victoria Planning Provisions (VPP) and all planning schemes to implement Victorias Housing Statement: The decade ahead 2024-2034 by making it easier to build a small second dwelling.
APPROVED	VC219	02/07/2025	The Amendment changes the VPP and all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protections for nearby accommodation.
APPROVED	VC267	01/07/2025	Amendment VC267 implements new residential development planning assessment provisions to boost housing construction to meet the housing needs of Victorians.
APPROVED	VC269	01/07/2025	The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.

Status	Code	Date	Description
APPROVED	VC286	30/06/2025	The Amendment changes the VPP and all planning schemes in Victoria by removing the requirement for a planning permit for licensed premises.
APPROVED	VC275	26/06/2025	The amendment introduces a planning exemption for outdoor dining on public land
APPROVED	C148maro	24/06/2025	Implements the recommendations of the City of Maroondah Heritage Study Review Volume 2 Citations for Individual Heritage Places and Heritage Precincts by applying the Heritage Overlay on a permanent basis to 27 individual places and one precinct, deletes one individual place, introduces Heritage Design Guidelines for one individual place and makes other consequential changes to the Maroondah Planning Scheme.

PROPOSED PLANNING SCHEME AMENDMENTS

4/22-24 Marlborough Road, Heathmont Vic 3135

Status	Code	Date	Description
APPROVED	VC292	11/09/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.



NR3 - Neighbourhood Residential Zone - Schedule 3

To implement the Municipal Planning Strategy and the Planning Policy Framework.
 To recognise areas of predominantly single and double storey residential development.
 To manage and ensure that development is responsive to the identified neighbourhood character, heritage, environmental or landscape characteristics.
 To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.09 Neighbourhood Residential Zone
 None specified.

LPP 32.09 Schedule 3 To Clause 32.09 Neighbourhood Residential Zone
 For confirmation and detailed advice about this planning zone, please contact MAROONDAH council on 03 9298 4598.

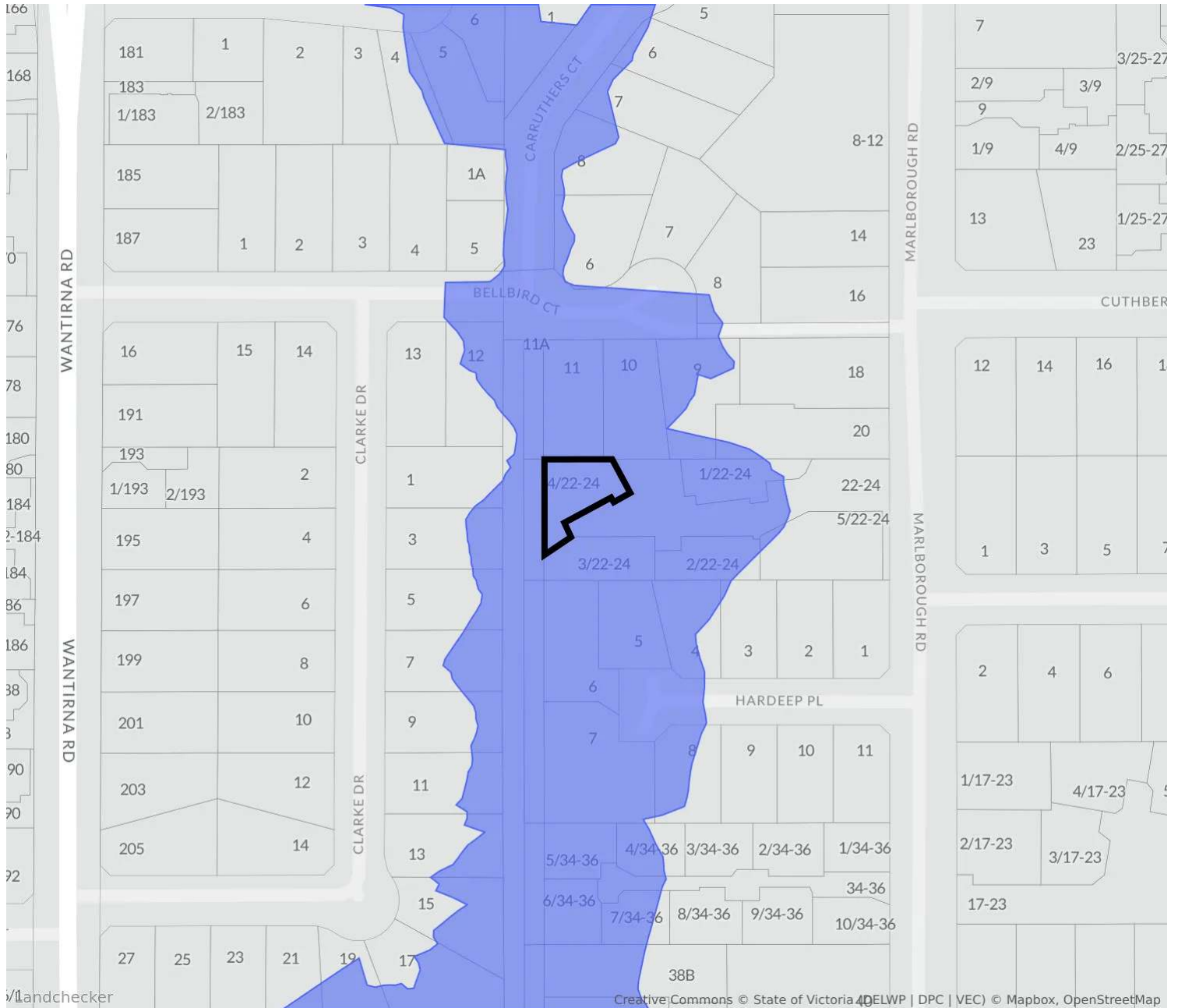
PPRZ - Public Park And Recreation Zone

TR22 - Transport Zone

Other nearby planning zones

GRZ - General Residential Zone





SBO1 - Special Building Overlay - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify land in urban areas liable to inundation by overland flows from the urban drainage system as determined by, or in consultation with, the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, is compatible with the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

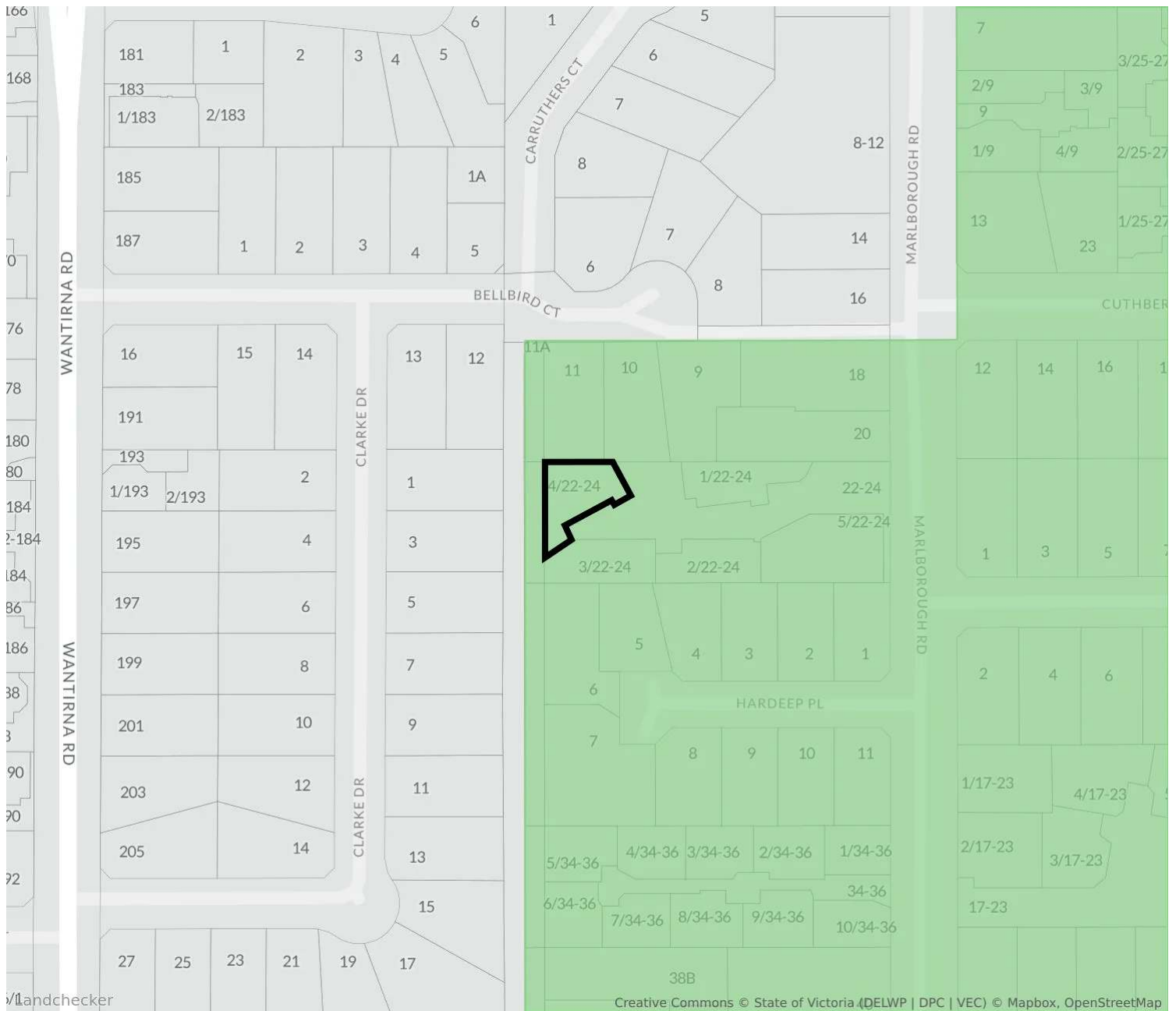
To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

VPP 44.05 Special Building Overlay

None specified.

LPP 44.05 Schedule 1 To Clause 44.05 Special Building Overlay

For confirmation and detailed advice about this planning overlay, please contact MAROONDAH council on 03 9298 4598.



SLO3 - Significant Landscape Overlay - Schedule 3

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

Canopy trees are the main element of the urban character of Maroondah. Canopy trees in particular soften the impact of buildings in the environment and provide a distinct leafy character to Maroondah. The continuous nature of the canopy vegetation throughout the ridgelines of Maroondah provides a strong character element and is much valued by the community. The canopy vegetation is a defining element of the ridgelines of Maroondah. Contiguous canopy vegetation contributes to the maintenance of biodiversity through the provision of wildlife movement corridors, habitat and shelter areas. Background documents Assessment of the Tree Canopy Cover in the City of Maroondah (J. J. O'Neil, 1995) Maroondah City Council Habitat Corridors Strategy (Context Pty Ltd, April 2005)

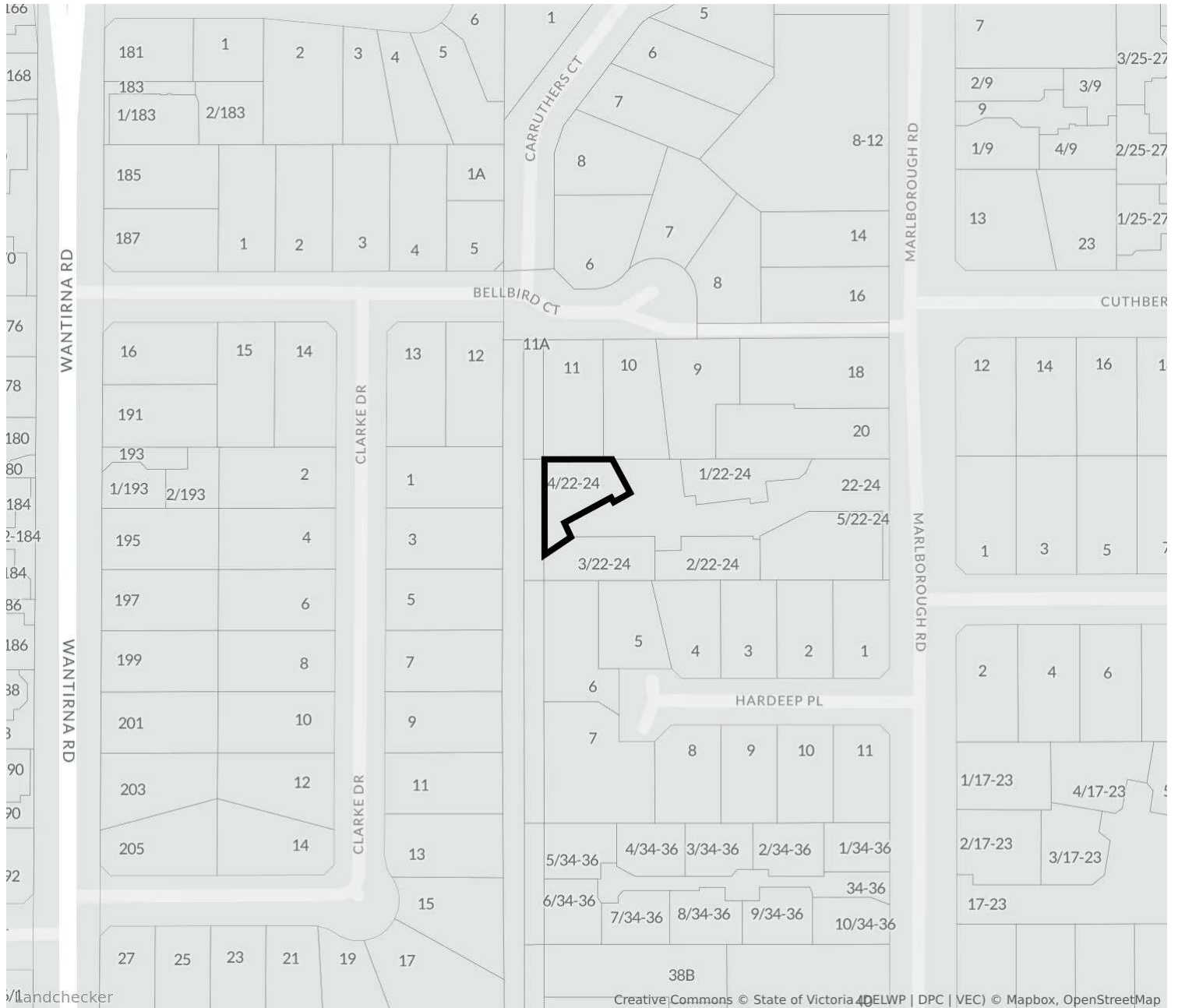
LPP 42.03 Schedule 3 To Clause 42.03 Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact MAROONDAH council on 03 9298 4598.



BUSHFIRE PRONE AREA

4/22-24 Marlborough Road, Heathmont Vic 3135

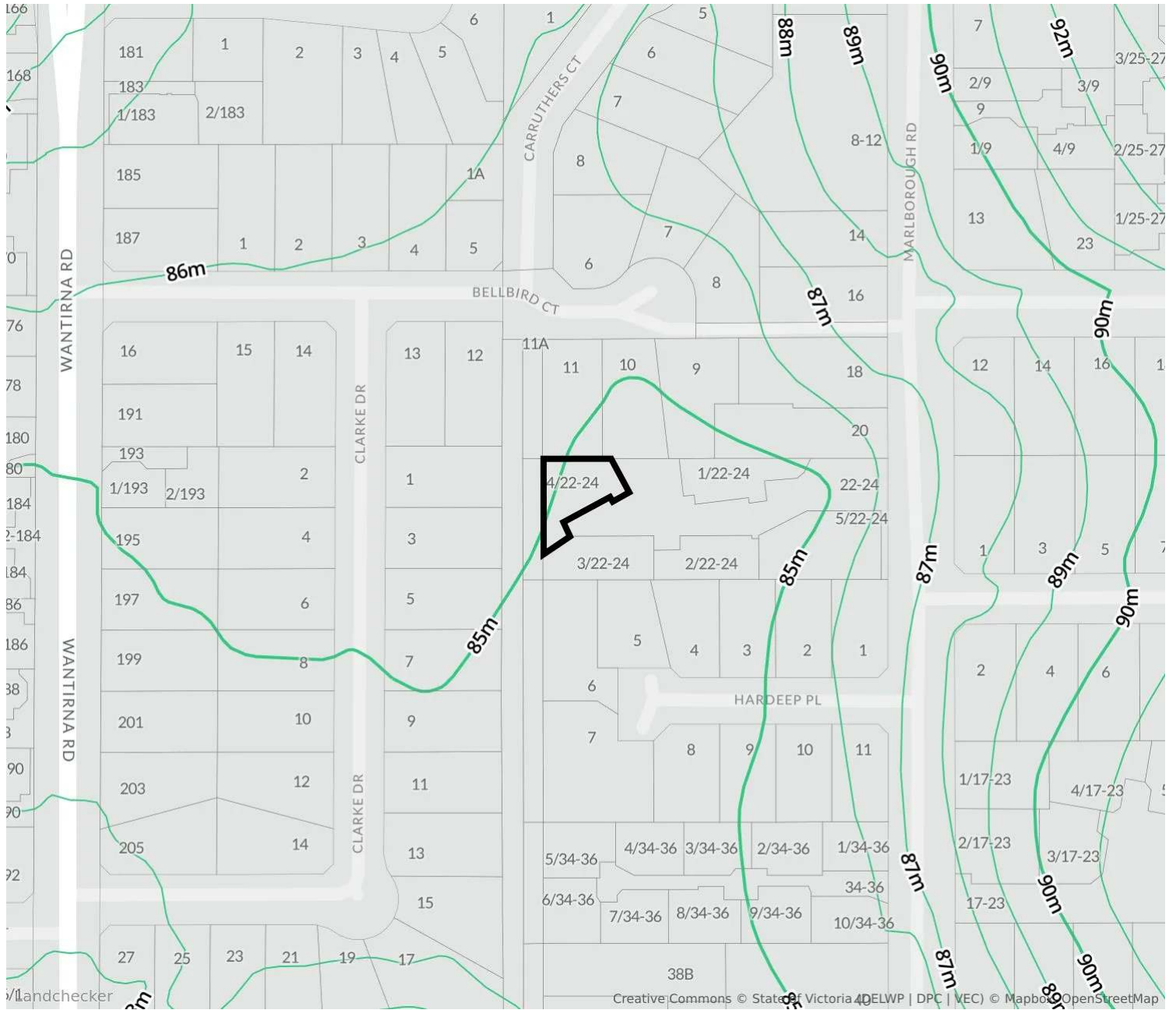


Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact MAROONDAH council on 03 9298 4598.





1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact MAROONDAH council on 03 9298 4598.

EASEMENTS

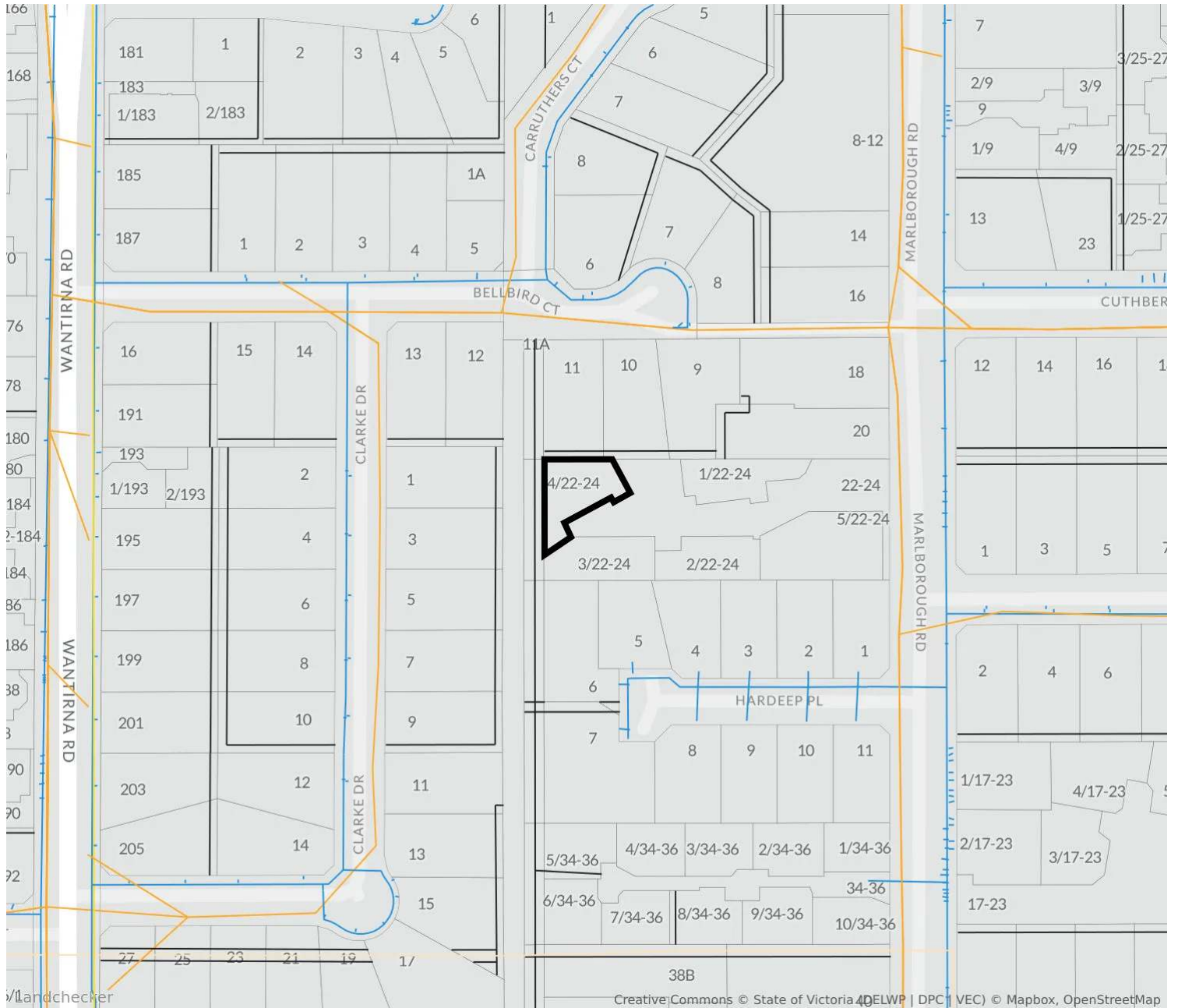
4/22-24 Marlborough Road, Heathmont Vic 3135



No easements for this property

NEARBY EASEMENTS

4/22-24 Marlborough Road, Heathmont Vic 3135



- Water**
State Government of Victoria
Yarra Valley Water
- Electricity**
Department of Energy, Environment, and Climate Action
Geoscience Australia
- Oil and Gas**
Geoscience Australia
- 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.



PLANNING PERMIT HISTORY

4/22-24 Marlborough Road, Heathmont Vic 3135

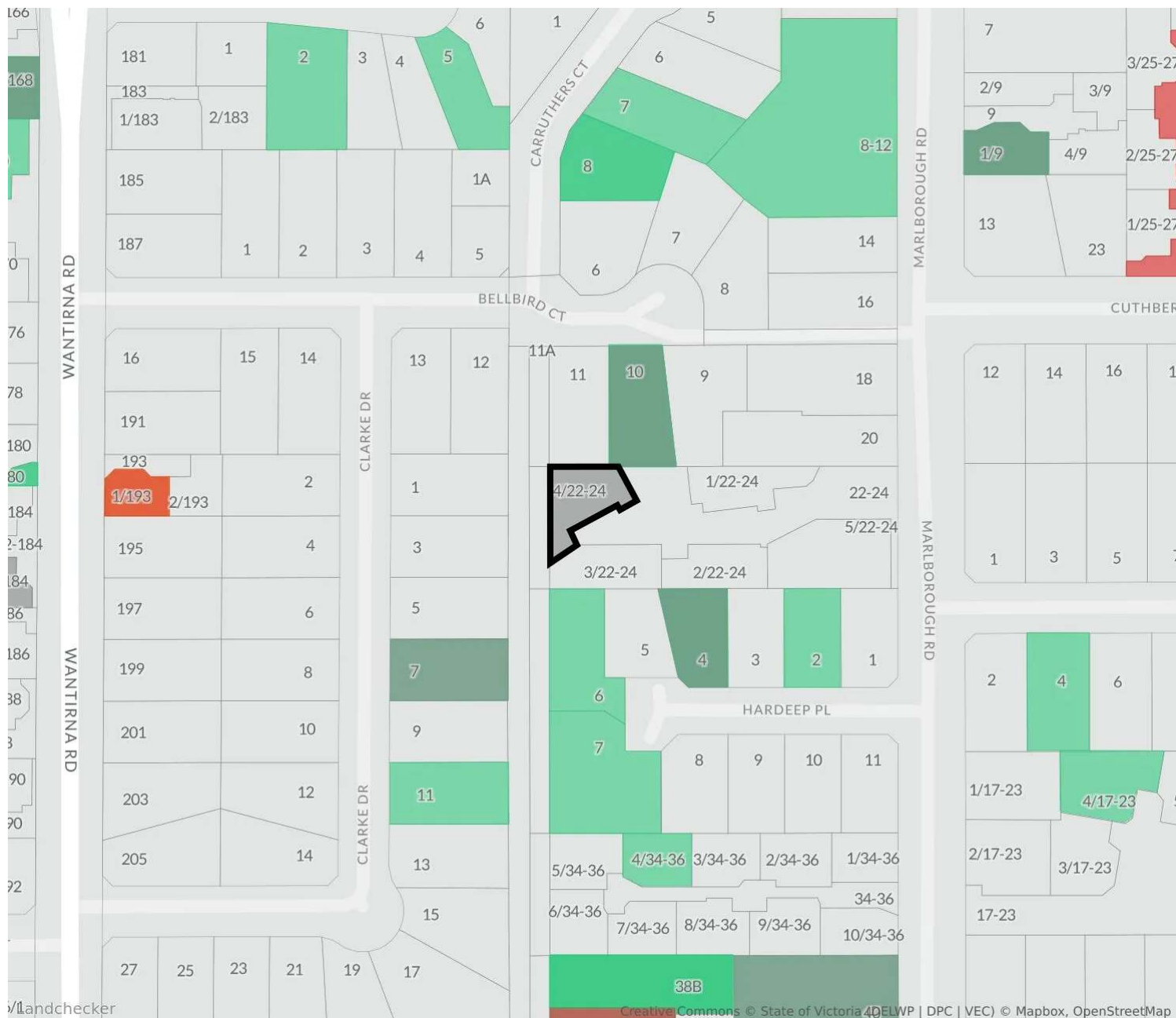


Status	Code	Date	Description
OTHER	M/2017/258	Received 28/03/2017	Remove 1 tree

For confirmation and detailed advice about this planning permits, please contact MAROONDAH council on 03 9298 4598.

NEARBY PLANNING PERMITS

4/22-24 Marlborough Road, Heathmont Vic 3135



Status	Code	Date	Address	Description
PENDING	M/2025/426	Received 21/06/2025	<u>1/193 Wantirna Road, Ringwood</u>	Remove 2 trees.
APPROVED	M/1976/1064/B	Received 02/03/2017	<u>4/17-23 Marlborough Road, Heathmont</u>	Amendment to endorsed plans to extend the existing deck and construct a verandah roof to the rear of Dwelling No 4
APPROVED	M/1989/188/A	Received 04/07/2018	<u>4/186 Wantirna Road, Ringwood</u>	Construction of Colorbond flat roof verandah at the rear of unit 4 and retrospective approval of the decking to the rear of Unit 4.
OTHER	M/2000/242/A	Received 12/05/2015	<u>6 Hardeep Place, Heathmont</u>	Alter the building exclusion envelope, north boundary, for the purpose of installing a pool.
APPROVED	M/2008/271/A	Received 28/10/2020	<u>2 Hardeep Place, Heathmont</u>	Construction of a covered pergola with a site coverage of greater than 40%
APPROVED	M/2011/141/A	Received 04/02/2014	<u>35 Cuthbert Street, Heathmont</u>	Erecting a new 1800mm high fence with additional 600mm trellis extension along the rear boundary.



Status	Code	Date	Address	Description
APPROVED	M/2013/924	Received 01/11/2013	<u>35 Cuthbert Street, Heathmont</u>	Subdivision of the land into 6 lots - SPEAR
APPROVED	M/2013/956	Received 13/11/2013	<u>10 Portsmouth Street, Heathmont</u>	Remove 3 trees
APPROVED	M/2014/150	Received 05/03/2014	<u>7 Clarke Drive, Ringwood</u>	Remove 3 trees, prune 1.
APPROVED	M/2014/19	Received 13/01/2014	<u>10 Hardeep Place, Heathmont</u>	Remove 1 tree
APPROVED	M/2014/30	Received 20/01/2014	<u>10 Gordon Court, Ringwood</u>	Remove 3 trees
APPROVED	M/2014/469	Received 30/05/2014	<u>31 Cuthbert Street, Heathmont</u>	Remove 2 trees
APPROVED	M/2014/475	Received 03/06/2014	<u>33 Cuthbert Street, Heathmont</u>	Construct five single-storey dwellings and removal of vegetation.
APPROVED	M/2014/475/C	Received 26/06/2022	<u>1/33 Cuthbert Street, Heathmont</u>	Roofed pergola over existing deck
OTHER	M/2014/732	Received 22/08/2014	<u>352 Canterbury Road, Ringwood</u>	Remove 138 trees following the recommendations of the Ringwood Golf Course Tree Management Plan 2014 (Treelogic 2014)
APPROVED	M/2015/126	Received 12/02/2015	<u>29 Cuthbert Street, Heathmont</u>	Construction of one double storey dwelling in addition to the existing dwelling associated vegetation removal
APPROVED	M/2015/126/A	Received 28/07/2017	<u>29 Cuthbert Street, Heathmont</u>	Various alterations to the endorsed plans
APPROVED	M/2015/189	Received 27/02/2015	<u>10 Gordon Court, Ringwood</u>	Remove 2 trees
APPROVED	M/2015/48	Received 20/01/2015	<u>6/170 Wantirna Road, Ringwood</u>	Remove 1 tree
APPROVED	M/2015/568	Received 16/06/2015	<u>6 Hardeep Place, Heathmont</u>	Vary covenant P5503321B registered on lot 6 on Plan of Subdivision 503321B (Vol 10688 Fol 517) to remove the building exclusion envelope (on lot 6 only), and construct and inground swimming pool and associated paving on land covered by the Special Building Overlay.
APPROVED	M/2015/988	Received 09/10/2015	<u>180 Wantirna Road, Ringwood</u>	Subdivision of the land into 4 lots
APPROVED	M/2016/513	Received 25/05/2016	<u>33 Cuthbert Street, Heathmont</u>	Subdivision of the land into 5 lots
REJECTED	M/2017/1120	Received 08/12/2017	<u>12 Gordon Court, Ringwood</u>	Remove 2 trees
APPROVED	M/2017/462	Received 31/05/2017	<u>29 Cuthbert Street, Heathmont</u>	Subdivision of the land into 2 lots
APPROVED	M/2018/972	Received 11/09/2018	<u>7 Clarke Drive, Ringwood</u>	Construction of buildings and works associated with a single dwelling within a Special Building Overlay
OTHER	M/2018/982	Received 13/09/2018	<u>7 Clarke Drive, Ringwood</u>	Construction of a single dwelling in a Special Building Overlay
APPROVED	M/2019/1101	Received 17/12/2019	<u>31 Cuthbert Street, Heathmont</u>	Construction of 2 double-storey dwellings and 3 single-storey dwellings and removal of vegetation
APPROVED	M/2019/1101/A	Received 30/11/2021	<u>31 Cuthbert Street, Heathmont</u>	Secondary consent amendment comprising minor variations to the design detail including the external materials and finishes
OTHER	M/2019/350	Received	<u>6/182-184 Wantirna Road,</u>	Remove 3 trees

Status	Code	Date	Address	Description
		30/04/2019	<u>Ringwood</u>	
APPROVED	M/2019/573	Received 08/07/2019	<u>12 Gordon Court, Ringwood</u>	Remove 2 trees
APPROVED	M/2019/77	Received 31/01/2019	<u>362 Canterbury Road, Ringwood</u>	Remove 3 trees to allow for construction works to depot and extension of the maintenance area
OTHER	M/2019/947	Received 31/10/2019	<u>31 Cuthbert Street, Heathmont</u>	Construction of 5 dwellings
APPROVED	M/2021/1139	Received 22/10/2021	<u>4 Portsmouth Street, Heathmont</u>	Remove 1 tree
APPROVED	M/2021/420	Received 29/04/2021	<u>7 Hardeep Place, Heathmont</u>	Remove 2 trees
APPROVED	M/2021/667	Received 05/07/2021	<u>29 Cuthbert Street, Heathmont</u>	Construction of 4 dwellings and associated vegetation removal
APPROVED	M/2022/1006	Received 17/11/2022	<u>12 Gordon Court, Ringwood</u>	Construction of 5 dwellings and vegetation removal.
OTHER	M/2022/1006/A	Received 12/03/2024	<u>12 Gordon Court, Ringwood</u>	Secondary consent amendment to endorsed plans including (but not limited to) the addition of pedestrian path to golf course.
APPROVED	M/2022/103	Received 01/02/2022	<u>10 Bellbird Court, Heathmont</u>	Construction of buildings and works in a Special Building Overlay (garage, deck, dwelling extension)
REJECTED	M/2022/608	Received 04/07/2022	<u>1 Wantirna Road, Ringwood</u> <u>1/193 Wantirna Road, Ringwood</u>	Remove 1 tree
OTHER	M/2022/874	Received 04/10/2022	<u>4 Hardeep Place, Heathmont</u>	Construction of a deck, pergola, and verandah extension
APPROVED	M/2022/925	Received 20/10/2022	<u>29 Cuthbert Street, Heathmont</u>	Subdivision of the land into 4 lots following approved development
OTHER	M/2022/926	Received 20/10/2022	<u>29 Cuthbert Street, Heathmont</u>	Lodged in error
APPROVED	M/2022/933	Received 25/10/2022	<u>11 Clarke Drive, Ringwood</u>	Construct the rear portion of a new double storey dwelling within a Special Building Overlay and removal of one tree
APPROVED	M/2023/726	Received 20/09/2023	<u>31 Cuthbert Street, Heathmont</u>	Subdivision of land into 5 lots (following an approved development).
REJECTED	M/2023/96	Received 09/02/2023	<u>25-27 Cuthbert Street, Heathmont</u>	Remove 1 tree
OTHER	M/2024/518	Received 21/07/2024	<u>1/182-184 Wantirna Road, Ringwood</u>	Remove 2 tree.
APPROVED	S/2013/227	Received 01/11/2013	<u>35 Cuthbert Street, Heathmont</u>	Subdivision of the land into 6 lots - SPEAR
APPROVED	S/2015/189	Received 30/09/2015	<u>6 Hardeep Place, Heathmont</u>	Removal of restriction
APPROVED	S/2015/201	Received 09/10/2015	<u>180 Wantirna Road, Ringwood</u>	Subdivision of the land into 4 lots
APPROVED	S/2016/93	Received 25/05/2016	<u>33 Cuthbert Street, Heathmont</u>	Subdivision of the land into 5 lots

For confirmation and detailed advice about this planning permits, please contact MAROONDAH council on 03 9298 4598.

1. Property Report

This Property Report:

- a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
- b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:
 - i. <https://creativecommons.org/licenses/by/4.0/legalcode> in respect of data supplied by the State of Victoria;
 - ii. <https://creativecommons.org/licenses/by/4.0/> respect of census data supplied by the Commonwealth of Australia;
 - iii. <https://www.mapbox.com/tos>, in respect of data supplied by Mapbox Inc.; and
 - iv. <https://www.openstreetmap.org/copyright>, in respect of data supplied by Open Street Maps;
- v. The information is supplied by Landchecker (ABN 31 607 394 696) on behalf of PropTrack Pty Ltd (ABN 43 127 386 298) Copyright and Legal Disclaimers about Property Data (PropTrack); and
- vi. <https://creativecommons.org/licenses/by/4.0/> in respect of data supplied by the Australian Curriculum, Assessment and Reporting Authority (ACARA).

2. Use of Property Report

This Property Report is made available for information purposes only. Recipients of this Property Report acknowledge and agree that they may not rely upon the content of this Property Report for any other purposes other than the express purpose for which it is issued and that recipients:

- a. must not use it in any manner which is unlawful, offensive, threatening, defamatory, fraudulent, misleading, deceptive or otherwise inappropriate;
- b. must seek their own independent professional advice and seek their own professional advice in respect of the subject matter of this Property Report before acting on or referring to any of the information contained in this Property Report;

- c. acknowledge that this Property Report is provided entirely at recipients' own risk and neither Landchecker nor its service providers take any responsibility or liability for any loss or damage suffered by recipients in reliance on this Property Report; and
- d. acknowledge that this Property Report will not be accurate, complete or reliable.

3. Attributions

State Government Copyright Notice and Disclaimer

The State of Victoria owns the copyright in the Property Sales Data and reproduction of that data in any way without the consent of the State and Victoria will constitute a breach of the Copyright Act 1968 (Cth). The State of Victoria does not warrant the accuracy or completeness of the Property Sales Data and any person using or relying upon such information does so on the basis that the State of Victoria accepts no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information supplied.

Neither Landchecker nor this Property Report are affiliated with, endorsed or authorised by the State of Victoria.

The data in this Property Report may contain property data in respect of an adjacent State. The attribution in respect of the Property Data is only in respect of the property for which the Property Report was obtained. Additional attribution statements for adjoining properties are available in Landchecker's terms of use.

Australian Curriculum Assessment and Reporting Authority

This Property Report contains data that was downloaded from the ACARA website (www.acara.edu.au) (accessed 1 April 2019) and was not modified that is © copyright 2009 to present. ACARA does not:

- a. endorse any product, such as this Property Report, that uses ACARA material; or
- b. make any representations as to the quality of such products.

ENDURING POWER OF ATTORNEY (FINANCIAL)

THIS ENDURING POWER OF ATTORNEY is made on the 5th day of August, 2009 by **MAREE DOREEN MARTLAND** of 11 Driftwood Drive, Cowes in the State of Victoria, pursuant to Section 114 of the Instruments Act 1958.

1. **I APPOINT** my husband **PHILLIP JAMES MARTLAND** of 11 Driftwood Drive, Cowes in the said State to be my Attorney **BUT** failing him **I APPOINT** my children **CATHERINE MAREE GODDEN** of 5 Angela Court, East Doncaster in the said State **and CAMERON PHILLIP MARTLAND** of 5/152 Milson Road, Cremorne in the State of New South Wales jointly and severally to be my Attorneys.
2. **I AUTHORISE** my Attorneys to do on my behalf anything that I may lawfully authorise an Attorney to do.
3. **I DECLARE** that this enduring Power of Attorney shall continue to operate and have full force and effect notwithstanding that I may subsequently become incapable.
4. **I DECLARE** that this Power of Attorney begins immediately.
5. **I DECLARE** that all previous enduring Powers of Attorney signed by me are hereby revoked.

SIGNED, SEALED AND DELIVERED by) *Maree D. Martland*
the said **MAREE DOREEN MARTLAND**:)

CERTIFICATE OF WITNESS

We certify that:

- (a) This Enduring Power of Attorney has been signed in our presence at the direction and in the presence of the donor of the power, and the donor of the power gave that direction freely and voluntarily; and
- (b) That at the time of signing, the donor appeared to each of us to have the capacity necessary to make the Enduring Power of Attorney.

Witness: *[Signature]*

CLIVE STEPHEN WESTON
409 Springvale Road
Forest Hill 3131
Barrister & Solicitor

Witness: *[Signature]*

MARSHA THERESE MITCHELL
13 Carol Hancock Place
Croydon North 3136
Secretary

SPECIMEN SIGNATURE OF PHILLIP JAMES MARTLAND: *[Signature]*

SPECIMEN SIGNATURE OF CATHERINE MAREE GODDEN: *[Signature]*

SPECIMEN SIGNATURE OF CAMERON PHILLIP MARTLAND: *[Signature]*

STATEMENT OF ACCEPTANCE

I, **PHILLIP JAMES MARTLAND** of 11 Driftwood Drive, Cowes, VIC on 5th August, 2009 accept appointment as an Attorney under the attached Enduring Power of Attorney and undertake:

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part XIA of the Instruments Act 1958.


.....
PHILLIP JAMES MARTLAND

I, **CATHERINE MAREE GODDEN** of 5 Angela Court, East Doncaster VIC on 5/8/09, 2009 accept appointment as an Attorney under the attached Enduring Power of Attorney and undertake:

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part XIA of the Instruments Act 1958.


.....
CATHERINE MAREE GODDEN

I, **CAMERON PHILLIP MARTLAND** of 5/152 Milson Road, Cremorne NSW on 12/08/09, 2009 accept appointment as an Attorney under the attached Enduring Power of Attorney and undertake:

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part XIA of the Instruments Act 1958.


.....
CAMERON PHILLIP MARTLAND

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