



**Sargeants** Est. 1978  
Caroline Springs

# CONTRACT OF SALE

Shane Ashley Armour

Property:

Unit 6 30 The Parkway CAROLINE SPRINGS VIC 3023

PO Box 3442  
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201  
Email: [cristina@sargeantscs.com.au](mailto:cristina@sargeantscs.com.au)

Ref: 25/6489

# CONTRACT OF SALE OF REAL ESTATE

Property Address: Unit 6 30 The Parkway CAROLINE SPRINGS VIC 3023

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract for sale and the day on which you become the registered proprietor.

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

- a copy of the 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*
- full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../..... /20

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

**SIGNED BY THE VENDOR**..... on ...../..... /20

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period (Section 31 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 or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

Harcourts Rata & Co  
1/337 Settlement Road THOMASTOWN VIC 3074

Tel: 9465 7766 Fax: Ref: Nathan Hunt Email: sold@rataandco.com.au

**VENDOR**

**Shane Ashley Armour  
Of**

Ref: Email:

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

Sargeants Conveyancing  
of PO Box 3442  
**Caroline Springs 3023**

Tel: 03 9307 8201 Ref: 25/6489 Email: admin@sargeantscs.com.au

**PURCHASER**

**Of**

Tel: Ref: Email:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Tel: Fax: Ref: Email:

**LAND**

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
10666 / 046	6	PS 500688U

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement.

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

Unit 6 30 The Parkway Caroline Springs Vic 3023

**GOODS SOLD WITH LAND**

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

**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** (refer to general condition 19)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

**SETTLEMENT**

Is due on

Or earlier by agreement

**LEASE**

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1

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

**TERMS CONTRACT**

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30

**LOAN**

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

Lender:

Loan amount:

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**

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

## Contract of Sale of Land - 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 nominate a substitute or additional transferee, 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 in the header 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 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of

sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

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

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

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

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or

accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

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

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

## 19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

## **20. LOAN**

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

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

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

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

## **21. BUILDING REPORT**

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

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

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

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

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

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

## **22. PEST REPORT**

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

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

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

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

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

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

## **23. ADJUSTMENTS**

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

#### **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

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

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

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## **TRANSACTIONAL**

### **26. TIME & CO OPERATION**

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

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

## 28. NOTICES

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

INFORMATION ONLY

## THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

### 1. WARRANTIES AND EXCLUSIONS

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

### 2. INTEREST AND COSTS PAYABLE ON DEFAULT

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of fourteen per cent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$880-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

If settlement is rescheduled to another day due to the Purchaser, the Purchaser shall pay the Vendor's Solicitor an amount of \$150.00 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

### 3. NON-PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

### 4. ADJUSTMENTS

The purchaser agrees to provide the statement of adjustments no later than 3 business days prior to settlement, and a copy of all certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to and a fee of \$150 plus GST for any adjustments received outside of this time. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

### 5. FINANCE

General Condition 20.2 (c) is amended to read "serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendors representative on the due date specified in the Particulars of Sale or any later date allowed by the vendor."

### 6. SOLAR PANELS

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

### 7. POOL COMPLIANCE

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

### 8. HOLIDAY CLOSURES

Please ensure you do NOT Choose a Settlement Date whilst this and other Conveyancing Practices are CLOSED.

This Special Condition only applies to contracts where the Settlement Date is chosen (or arises) in the Office Closure Period (as defined below).

Notwithstanding any other provisions in this Contract:-

- 8.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (for example, "Melbourne Cup Monday", being the 1<sup>st</sup> Monday in November), and during the period between 19/12/2025 and 13/1/2026 (inclusive as to the above range of dates, and hereafter jointly & severally called the "Office Closure Period"),

8.2 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office Closure Period, then it is agreed that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on Wednesday 14<sup>th</sup> January, 2026;

8.3 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor during the Office Closure Period and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the Office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

8.4 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income or outgoings by virtue of Settlement falling into the next Calendar Year.

#### 9. LAND TAX

Land tax is not an adjustable item under General Condition 23.

#### 10. PEST & BUILDING INSPECTIONS

General Conditions 21.2 and 22.2 are amended to read "the purchaser may end this contract within 7 days from the day of sale if the purchaser:"

INFORMATION ONLY

## GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the <b>Sole Director / Directors of</b>			<b>ACN</b>

(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

**Residential Withholding Payment Notification**  
**Section 14-255 of the Taxation Administration Act 1953 (Cth)**

Property: Unit 6 30 The Parkway CAROLINE SPRINGS VIC 3023

I/We Shane Armour hereby confirm we have contacted our Accountant and confirm:-  
**(please select the option which applies)**

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision and GST at 1/11<sup>th</sup> (10%) of the contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision. The contract will provide for Margin scheme and GST at 7% of the Contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- The above property is either an existing residential premises or vacant land not on a new subdivision or commercial residential premises and therefore the Purchaser is not required to withhold GST.

  
Shane Armour

Date: 20/05/1987

**SECTION 32 STATEMENT  
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: Shane Ashley Armour

Property: Unit 6 30 The Parkway CAROLINE SPRINGS VIC 3023

**LAND BEING SOLD**

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title Volume 10666 Folio 046.

**IMPORTANT NOTICES TO PURCHASER**

The Vendor makes this statement in respect to the land in accordance with Section 32 of the Sale of Land Act 1962.

**PLANNING**

**The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.**

**WARNING The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.**

**BUSHFIRE - PRONE AREA**

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the Building Act 1993 unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However, you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

**1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered)**

- 1.1 Easements affecting the property - as set out in the documents attached (if any)
- 1.2 Covenants affecting the property - as set out in the documents attached (if any)
- 1.3 Leases affecting the property - as set out in the documents attached (if any)
- 1.4 Other similar restrictions affecting the property - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, lease or other similar restriction are :-

- None to the Vendor's knowledge

However please note that underground electricity cables water and gas pipes, sewers or drains may be laid outside registered easements.

**2. PLANNING AND ROAD ACCESS - Information concerning any planning instrument – As attached.**

The planning instrument does not prohibit the construction of a dwelling house on the land. There is access to the property by road.

Overlays - Landslip - Vegetation - Mining - or other General information - As attached (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, bush fire or pest infestation.

### **3. OUTGOINGS AND STATUTORY CHARGES**

Information concerning any rates, taxes, charges, or other similar outgoings (including Owners Corporation charges) affecting the land including any rates, charges or outgoings for which the purchaser may become liable as a consequence of the sale and which the vendor might reasonably be expected to have knowledge of:

Their total does not exceed - **\$6,000.00**

(excluding any Water Usage, Sewerage disposal charges or other charges based on a user/pay system)

### **4. FINANCIAL MATTERS**

Particulars of any mortgage (whether registered or unregistered) over the land which is not to be discharged before the purchaser becomes entitled to possession of the land or to the receipt of the rents and profits including the particulars specified in Schedule 1. (There will be no Schedule 1 completed if the property is not being sold subject to a mortgage)

- None

4.2 Particulars of any charge (whether registered or unregistered) over the land imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- None to the Vendors Knowledge.

### **5. GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

5.1 Is the land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987) and is the land:-

5.11 transferred under the agreement; or

5.12 land on which works are carried out under the agreement; or

5.13 land in respect of which a growth areas infrastructure contribution is imposed.

- Not to the Vendors knowledge.

### **6. SERVICES**

Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

- None to the Vendors knowledge.

The Water supply and Sewerage service connected to the land are of the standard level available in the locality unless specified otherwise.

### **WARNING TO PURCHASER**

It is your (the purchaser's) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether gas and/or sewerage is connected. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require.

The vendor makes no representations that any of the services are adequate for the purchaser's proposed use and the purchaser should make his own enquiries.

### **7. BUILDING APPROVALS**

7.2 If there is a residence which was constructed within the preceding 6 years and Section 137B applies to the residence the particulars of the required insurance under that Act applying to that residence are:-

- Not Applicable

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

- Not applicable

NOTE – The property may contain asbestos or inflammable materials.

## 8. **NOTICES**

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

- 8.1 Affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- 8.2 Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- 8.3 Particulars 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- 8.4 Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- 8.5 Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986
- 8.6 Notice issued by the Environment Protection Authority
- 8.7 Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995
- 8.8 particulars of any notice to acquire served under Section 6 of the Land Acquisition And Compensation Act 1986

- None to the Vendors knowledge save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - Not applicable

## 9. **OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- 8.1 A current Owners Corporation Certificate issued in respect of the land being sold;
- 8.2 The Owners Corporation Rules;
- 8.3 The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- 8.4 The most recent accounts and balance sheet of the Owners Corporation and
- 8.5 A Statement of advice and information for prospective purchasers and lot owners.

### **THE OWNERS CORPORATION MAY BE DEEMED TO BE INACTIVE**

If the Owners Corporation is inactive it has not in the previous **15** months:-

- (a) had an annual general meeting; and
- (b) fixed any fees; and
- (c) held any insurance

**NOTE** - Not all Owners Corporations carry out all functions so therefore some documents may not

be in existence.

Updated Owners Corporation Information

The Purchaser agrees that if he requires any information in the Owners Corporation Certificate to be updated at any time, he will apply and pay for any further Owners Corporation Certificate and Information.

**10. INSURANCE**

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

**11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

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

- (a) To be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based facilities including any support facilities; and
- (b) With a net lettable area of at least 2000m2 (but does not include a building under a strata title system or if an occupancy Permit was issued less than 2 years before the relevant date).
  - Not Applicable

**SWIMMING POOLS AND SMOKE ALARMS**

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building regulations 1994 within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

DATE OF THIS STATEMENT

20

Signature of Vendor .....

I agree that this Section 32 Statement and the documents herewith (including the Search of the Title) must be updated at the expiration of six calendar months from the date of the search of the Title herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, landslip, mining, flooding, fill, latent defects or historical

significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the foregoing, any information, conditions, titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 196 as amended, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulations.

#### INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

#### COMMON PROPERTY PUBLIC RISK AND RE-INSTATEMENT INSURANCE - (If applicable)

I the vendor confirm that I am hereby advised that :-

1. I cannot sell a property which is part of a subdivision where there is any common property unless the Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.
2. If there is common property or it is later determined that there is common property, then there is an Owners Corporation and if the said Owners Corporations public liability insurance and re- instatement insurance is not in place as at the day of sale, the Purchaser may cancel any contract at any time up until the final settlement, even if the said insurance is subsequently arranged.

#### PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the property, the purchaser received from the vendor or the vendor's agent a copy of this Section 32 Statement signed by the Vendor, the Notice, the Particulars of Sale and the Special Conditions herein or attached to the contract and a Due Diligence Checklist.

DATE OF ACKNOWLEDGMENT

20

Signature of Purchaser.....

Register Search Statement - Volume 10666 Folio 046

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

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

VOLUME 10666 FOLIO 046

Security no : 124124683934N  
Produced 22/05/2025 12:06 PM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 500688U.  
PARENT TITLE Volume 10606 Folio 727  
Created by instrument PS500688U 01/08/2002

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SHANE ASHLEY ARMOUR of UNIT 6 30 THE PARKWAY CAROLINE SPRINGS VIC 3023  
AQ836361T 19/03/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ836362R 19/03/2018  
SUNCORP-METWAY LTD

COVENANT PS500688U 01/08/2002

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

DIAGRAM LOCATION

SEE PS500688U 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 6 30 THE PARKWAY CAROLINE SPRINGS VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 19/03/2018

OWNERS CORPORATIONS  
-----

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS500688U

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 22/05/2025, for Order Number 87941083. Your reference: 25/6489 - Armour.**

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 22/05/2025 12:07:08 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS500688U**

The land in PS500688U is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 7.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

BALMORAL BUILDING OCM PTY LTD B1-70 SPEAKMEN STREET KENSINGTON VIC 3031

AM687288N 07/04/2016

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 22/05/2025 12:07:08 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS500688U**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
<b>Total</b>	<b>700.00</b>	<b>700.00</b>

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

Statement End.

INFORMATION ONLY



**PLAN OF SUBDIVISION**

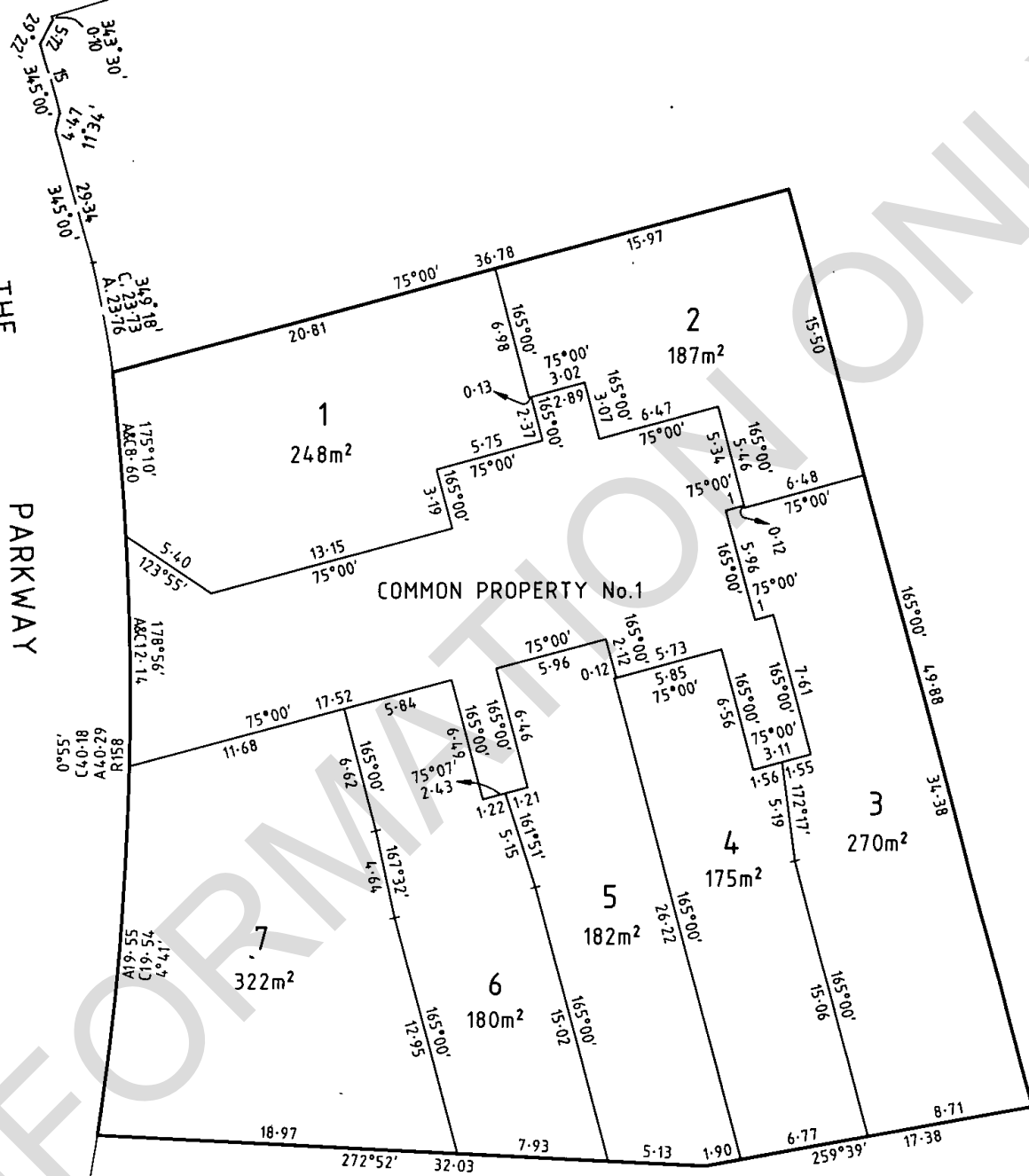
STAGE No.

PLAN NUMBER

**PS 500688U**

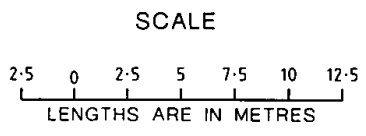
ROCKBANK  
MIDDLE ROAD

THE  
PARKWAY



**EARTH TECH**

Survey & Spatial Solutions-Melbourne  
Tel 8517 9213 Fax 8517 9477



ORIGINAL  
SCALE SHEET  
1:250 SIZE  
A3

LICENSED SURVEYOR (PRINT)..... ALAN EDWARD ROLLEY

SIGNATURE ..... DATE

REF 0497150-0014 VERSION B

SHEET 2 OF 4 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE

**PLAN OF SUBDIVISION**

STAGE No.

PLAN NUMBER

**PS 500688U**

**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION**

The following restriction shall be created upon registration of the Plan of Subdivision.

**LAND TO BENEFIT**

Lots 1 to 7 and common property no. 1

**LAND TO BE BURDENED**

Lots 1 to 7 ("burdened lots") and common property no. 1

**DESCRIPTION OF THE RESTRICTION**

To the intent that the following restrictions may be enforceable by Burbank Property Corporation Pty Ltd ACN 092 792 017 ("the transferor") and the registered proprietor for the time being of each benefited lot and common property no. 1 as part of or for the purpose of effecting a general building scheme affecting all the burdened land, the registered proprietor or proprietors for the time being of the burdened lots and common property no. 1 (as applicable to each restriction) shall **not**:

**1. Dwelling and construction works**

- 1.1 build more than one dwelling-house on each burdened lot;
- 1.2 build a "granny-flat" on the burdened land or any part of it;
- 1.3 subdivide the burdened land or any of the burdened lots or common property no. 1;
- 1.4 build a dwelling-house or any other improvements, or carry out any building or construction works on any of the burdened lots unless copies of building plans, elevations, site plans, set-back plans and schedules of colours and materials have been submitted to the transferor or Delfin Management Services Pty Ltd ACN 000 228 820 ("Delfin") and the transferor or Delfin has given its approval to the plans prior to the commencement of building works;
- 1.5 carry out any site works, excavation, filling or construct any fencing or retaining walls on the burdened land or any part of it without the prior written consent of the transferor or Delfin;
- 1.6 delay or permit to be delayed the commencement or completion of any works that have been approved by the transferor or Delfin;
- 1.7 vary or allow any variation to any works that have been approved by the transferor or Delfin;
- 1.8 build any dwellings or other buildings on common property no. 1.

**2. External structures**

- 2.1 erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without the prior written consent of the transferor or Delfin;
- 2.2 erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the transferor or Delfin;

**3. Use of property**

- 3.1 use any of the burdened lots or any part of them for any purpose or use other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by Delfin.
- 3.2 use common property no. 1 for any purpose or use other than as common property for the use of the lots in the body corporate subdivision which includes common property no. 1.

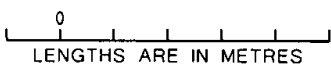
The restrictions shall cease to apply to or affect the burdened land on 1 January 2017.

**EARTH TECH**



Survey & Spatial Solutions-Melbourne  
Tel 8517 9213 Fax 8517 9477

SCALE



ORIGINAL

SCALE SHEET  
SIZE  
A3

LICENSED SURVEYOR (PRINT)..... ALAN EDWARD ROLLEY .....

SIGNATURE ..... DATE

REF 0497150-0014

VERSION B

SHEET 3 OF 4 SHEETS

DATE  
COUNCIL DELEGATE SIGNATURE

PS500688U

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

INFORMATION ONLY

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

## PLAN NUMBER

### PS500688U

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN	---	CHANGE OF ADDRESS OF BODY CORPORATE	AC541029S	18/12/03		2	ROBERT REDMAN

INFORMATION ONLY

# Property Clearance Certificate

## Land Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM  
PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

**Your Reference:** 87941083:129236361

**Certificate No:** 91019109

**Issue Date:** 22 MAY 2025

**Enquiries:** ESYSPROD

**Land Address:** UNIT 6, 30 THE PARKWAY CAROLINE SPRINGS VIC 3023

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29843744	6	500688	10666	46	\$0.00

**Vendor:** SHANE ARMOUR

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR SHANE ASHLEY ARMOUR	2025	\$325,000	\$0.00	\$0.00

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

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$485,000

SITE VALUE (SV): \$325,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE:** \$0.00

# Notes to Certificate - Land Tax

Certificate No: 91019109

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,425.00

Taxable Value = \$325,000

Calculated as \$1,350 plus ( \$325,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,850.00

Taxable Value = \$485,000

Calculated as \$485,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 91019109

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 91019109

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference: 87941083:129236361

Certificate No: 91019109

Issue Date: 22 MAY 2025

Enquires: ESYSPROD

Land Address: UNIT 6, 30 THE PARKWAY CAROLINE SPRINGS VIC 3023

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29843744	6	500688	10666	46	\$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: \$485,000

SITE VALUE: \$325,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91019109

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference: 87941083:129236361

Certificate No: 91019109

Issue Date: 22 MAY 2025

Land Address: UNIT 6, 30 THE PARKWAY CAROLINE SPRINGS VIC 3023

Lot	Plan	Volume	Folio
6	500688	10666	46

Vendor: SHANE ARMOUR

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

Paul Broderick  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 91019109

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 91019109

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 91019109

### Visa or Mastercard

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

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

### Important payment information

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

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

**BALMORAL**

Owners Corporation Management

All correspondence send to:  
PO Box 248 Highpoint, Maribyrnong 3032

Tel: (03) 9372 3337  
Email: info@balmoralbuildingocm.com.au

**OWNERS CORPORATION CERTIFICATE**  
**s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018**

Owners Corporation No **PS500688U**  
Address **30 The Parkway, Caroline Springs VIC 3023**

This certificate is issued for Lot **6** on Plan of Subdivision No **PS11158**  
Postal address is  
**6/30 The Parkway, Caroline Springs VIC 3023**

Applicant for the certificate is **Shane Armour**

Address for delivery of certificate Email: **Shane.Armour@ventia.com**  
Date that the application was received **20<sup>th</sup> May 2025**

**IMPORTANT:** The information in this certificate is issued on **26 May 2025**.

You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current fees for the lot are \$321.45 per instalment with instalments payable every three months.
2. The date up to which the fees for the lot have been calculated is 30 June 2025
3. The total of any unpaid fees or charges for the lot is: Nil
4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: Nil
5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above in the quarterly and special fees are: None scheduled at this date.
6. The Owners Corporation has the following insurance cover:

Policy No. HU0006084881 CHU  
Type: Strata Broker: WHITBREAD INSURANCE BROKERS  
346 St Kilda Road, Melbourne VIC 3004

Policy start date: 13/06/2024 Next due: 13/06/2025

<b>COVER</b>	<b>SUM INSURED</b>
Building	\$100,000
Common Area Contents	Not Insured
Loss of Rent/Temp Accommodation	\$15,000
Public or Legal Liability	\$20,000,000
Voluntary Workers	\$200,000/\$2,000
Fidelity Guarantee	\$100,000
Office Bearers Legal Liability	Not Insured
Govt. Audit Costs	\$25,000
Appeal Expenses	\$100,000
Legal Defence Expenses	\$50,000
Lot Owners Fixtures & Improvements	Not Insured
Flood	Insured

**Standard Excess: \$1,000**

The Buildings covered by the Policy are situated at:  
**30 The Parkway, Caroline Springs VIC 3023**

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 at the date of this Owners Corporation certificate are set out in the attached balance sheet.
9. There are no liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above.
10. The Owners Corporation has the following contracts, leases, licenses and agreements affecting the common property:
  - Contract with Balmoral Building OCM for Owners Corporation Management
11. There is no current agreement made by the Owners Corporation to provide services to members and occupiers for a fee.
12. There are not any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied: There are no notices or orders as at 26<sup>th</sup> May 2025
13. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except for the following: None at this date.
14. The Owners Corporation has resolved to appoint a manager. The manager is:

Balmoral Building OCM Pty Ltd  
B1/70 Speakmen St  
Kensington VIC 3031

15. No proposal has been made for the appointment of an administrator.
16. Documents required to be attached to the Owners Corporation certificate are:
  - A copy of the latest Balance Sheet for the Owners Corporation
  - A copy of the minute of the last Annual General Meeting of the Owners Corporation
  - A copy of the consolidated rules registered at Land Victoria
  - A copy of Schedule 3 of the *Owners Corporations Regulations 2007* entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Agent at the address listed below.

Date: **26 May 2025**

This Owners Corporation certificate was prepared by:



..... (signature)

Jordan Gregory  
Balmoral Building OCM Pty Ltd  
B1/70 Speakmen St  
Kensington VIC 3031



# MINUTES OF ANNUAL GENERAL MEETING

## Owners Corporation Plan of Subdivision 500688U

30 The Parkway, Caroline Springs

Monday 22<sup>nd</sup> July 2024

Held via Zoom at 10:00 am

<b>Present</b>	Nil	
<b>Proxies</b>	Nil	
<b>Apologies</b>	Nil	
<b>In Attendance</b>	Jordan Gregory	BALMORAL BUILDING OCM PTY LTD

### Quorum

Pursuant to S.78 of the Owners Corporation Act 2006, a quorum for a general meeting is 50% of lots or 50% of lot entitlements. If a quorum is not present, the meeting will proceed, and all decisions are interim decisions. Interim decisions become binding decisions unless a petition for a further meeting from members representing 25% of lot entitlements is received within 28 days of the meeting.

A quorum was not present. Pursuant to S.78(1) of the Owners Corporation Act, the general meeting may proceed but all resolutions are interim resolutions. In line with S.78(1A) of the Act, Balmoral as manager of the Owner's Corporation, may pass an interim resolution at a general meeting of the Owners Corporation if no lot owner is present (whether in person or by proxy) at the meeting.

As per S.78(4) of the Owners Corporation Act, interim resolutions become resolutions of the Owners Corporation—

- “ (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
- (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or*
- (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period. “*

### Chairperson

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving that Jordan Gregory, representative from Balmoral Building OCM Pty Ltd, be elected to act as Chairperson for the purpose of the meeting.

### Minutes of Previous AGM

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving to accept the minutes from the last Annual General Meeting held 3rd August 2023 as read and confirmed as a true record of the meeting.

## Insurance Review

**Policy No. CAH0007201**

**CHU Underwriting Agencies Pty Ltd**

**Type : Community Association**

**Broker : WHITBREAD INSURANCE BROKERS**

**Period of Insurance: 13/06/2024 to 13/06/2025**

**Policy 1:** Insured Property - Building \$100,000

Insured Property - Common Area Contents Not Insured

Insured Property - Loss of Rent/Temporary Accommodation \$15,000

Insured Property - Optional Paint Benefit (NSW only): Not Insured

**Policy 2:** Public or Legal Liability: \$20,000,000

**Policy 3:** Voluntary Workers - Limit \$200,000

Voluntary Workers - Weekly Benefit \$2,000

**Policy 4:** Workers Compensation (NSW, ACT, TAS & WA Only) Not Insured

**Policy 5:** Fidelity Guarantee: \$100,000

**Policy 6:** Office Bearer's Legal Liability: Not Insured

**Policy 7:** Machinery Breakdown: Not Insured

**Policy 8:** Catastrophe Insurance – Not Insured

**Policy 9:** Government Audit Costs \$25,000

Appeal Expenses – Common Property - Health and Safety Breaches: \$100,000

Legal Defence Expenses: \$50,000

**Policy 10:** Lot Owners Fixtures & Improvements: Not Insured

**Flood:** Insured

**Members are advised that they are required to satisfy themselves on an annual basis that the levels of cover are adequate. Details of the current insurance policy are distributed to all members as part of the meeting's advance papers. Members are welcome to request a copy of policy wording and Financial Services Guide from Balmoral. Members are further advised that Balmoral receives an insurance commission of 20% of the base premium for policies bound with an insurance broker for whom Balmoral is an authorized representative.**

### Management Insurance

Balmoral Building OCM Pty Ltd holds professional indemnity insurance for the amount of \$5,000,000 for any one claim. Details of the policy are:

- Insurer: Chubb Insurance Co of Australia Ltd
- Insured's name: Balmoral Building OCM Pty Ltd
- Policy Number: 93315357
- Date of Expiry: 04/12/2024

Balmoral Building OCM Pty Ltd Liability insurance for the amount of \$20,000,000 for any one claim.

Details of the policy are:

- Insurer: Chubb
- Insured's name: Balmoral Building OCM Pty Ltd
- Policy Number: 02CL030321
- Date of expiry: 04/12/2024

**Balmoral Building OCM Pty Ltd is licensed with the Business Licensing Authority with Reg. No 000519. Balmoral Building OCM Pty Ltd is an Authorized Representative with the Australian Financial Services Licensing with Rep. No 365996.**

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving to accept the current levels of cover as adequate.

### **Reports**

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving to accept the reports provided in advance of the meeting.

### **Financial Accounts**

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving to accept the Financial Accounts for the year 2023-24 as presented.

### **Budget**

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving to accept the proposed budget as presented with the notice of the meeting.

### **Penalty Interest on Arrears**

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving that as per S.29 of the Owners Corporation Act 2006, the Owners Corporation may charge interest (rates in accordance with the Penalty Interest Rates Act 1983 Vic) on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

### **Appointment of Committee**

No nominations were received.

### **Delegation of Powers to the Manager**

Under section S.78(1A) of the Owners Corporation act, an interim resolution was passed resolving that the manager is delegated all powers and functions that may be exercised by the Owners Corporation except for:

- The power of delegation.
- Any power that requires a unanimous or special resolution.
- Any power that must be exercised at a general meeting.
- The power to remove a manager.

### **General Business**

Nil.

### **Meeting Closure**

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

Minutes Prepared by Jordan Gregory

Date: 22<sup>nd</sup> July 2024

Body Corporate Rules

**RULES OF BODY CORPORATE PLAN NO 500688U**

**THE PARKWAY, CAROLINE SPRINGS**

**NOTES**

The *Subdivision (Body Corporate) Regulations 2001* provide the powers of the Body Corporate, the general duties of members, meetings and administration of the Body Corporate, insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations.

**1. Definitions**

In these rules:

"**Act**" means the *Subdivision Act 1988* and includes the *Subdivision (Body Corporate) Regulations 2001*;

"**Body Corporate**" means Body Corporate No 500688U created upon the registration of Plan of Subdivision No 500688U;

"**Common Property**" means the land and any improvements erected thereon designated as common property on Plan of Subdivision No 500688U;

"**Governmental Agency**" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

"**Land**" means the land and improvements contained in Plan of Subdivision No 500688U (Stages 1 & 2) and includes all the Lots and the Common Property;

"**Lot**" means a lot shown on Plan of Subdivision No 500688U;

"**Manager**" means the manager appointed from time to time by the Body Corporate under Regulation 302 of the *Subdivision (Body Corporate) Regulations 2001*;

"**Member**" means a member of the Body Corporate;

"**Special Resolution**" has the same meaning as in the *Subdivision (Body Corporate) Regulations 2001*.

## 2. Vehicles

Except where a special rule authorises a Member to do so, a Member or occupier of a Lot must not park or stand any motor vehicle upon Common Property except with the consent in writing of the Body Corporate.

## 3. Private Roads and Other Common Property

The private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Land must not be obstructed by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any Member or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. A Member or occupier of a Lot must not:

- (a) Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight into or over the Common Property other than vehicles necessary to complete the construction and/or occupation of any residence erected on the Land, and any motor vehicle entitled to use the Common Property by any Governmental Agency;
- (b) Permit any caravan, campervan, boat, trailer, mobile home or any other vehicle or structure determined by the Body Corporate from time to time onto or throughout the Common Property or on any Lot unless it is housed in a garage and is not visible from any part of the Common Property;
- (c) Permit any occupation of a caravan on a Lot;
- (d) Permit the riding of skateboards, roller blades, skates, carts or other similar means of transport on or over the Common Property, in driveways or on footpaths. The riding of bicycles on the roadways is permitted.

## 4. Obstructions

A Member or occupier must not obstruct the lawful use of Common Property by any other Member or occupier or by any person authorised by the Body Corporate.

## 5. Damage to lawns, etc on Common Property

A Member or occupier of a Lot must not:

- (a) Damage any lawn, garden, tree, shrub, plan or flower bearing part of or situated upon Common Property; or
- (b) Except with the consent in writing of the Body Corporate, use for his own purposes as garden any portion of the Common Property.

## 6. Damage to Common Property

A Member or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate. This by-law does not prevent a Member or person authorised by him from installing:

- (a) Any locking or other safety device for protection of his Lot against intruders; or
- (b) Any screen or other device to prevent entry of animals or insects upon his Lot,

**PROVIDED THAT** the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Member.

**7. Depositing rubbish, etc on Common Property**

A Member or occupier of a Lot must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or any person lawfully using the Common Property.

**8. Garbage Disposal**

A Member or occupier of a Lot must:

- (a) Except where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, a receptacle for garbage in a clean and tidy condition and adequately covered;
- (b) Comply with all requirements of Governmental Agencies relating to the disposal of garbage;
- (c) Ensure that the health, hygiene and comfort of the Member or occupier of any other Lot is not adversely affected by their disposal of garbage.

**9. Appearance of Building and Signs**

- (a) A Member or occupier of a Lot must not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or any other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot in such a way as to be visible from the Common Property or any other Lot.
- (b) The Managing Agent must be permitted without the consent of the Body Corporate to display reasonable signs or notices on any Lot for the purpose of offering for sale or lease or letting any Lot, provided that those signs must be of a standard that shall not detract from the overall appearance of the Land.

**10. Keeping of Animals**

- (a) A Member or occupier of a Lot must not allow any pets including dogs, cats, rabbits, etc ("Pets"), despite receiving Body Corporate approval to stray on to the Common Property.
- (b) A Member or occupier of a Lot must not keep a Pet after being given notice by the Body Corporate to remove the Pet, after the Body Corporate has resolved that the Pet is causing a nuisance.

## 11. Use of Lots

A Member must not:

- (a) Use or permit the Lot to be used for any purpose which may be illegal or injurious to the reputation of the Land or may cause a nuisance or hazard to any other Member or occupier of any Lot or the invitees of any such Member or occupier.
- (b) Make or permit to be made any noise on that Member's Lot which may be heard outside that Member's Lot between the hours of midnight and 8.00am.
- (c) Keep any animal on the Lot after being given notice by the Body Corporate to remove such animal after the Body Corporate has resolved that the animal is causing a nuisance.
- (d) Do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Body Corporate.

## 12. Use of the Land

A Member must not:

- (a) Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any other Member or any occupier of any Lot or the invitees of such Member or occupier or the lessees and their invitees of the Common Property.
- (b) Make or permit to be made any undue noise in or about the Common Property.
- (c) Do or allow to be done anything on the Common Property which causes a nuisance to the Body Corporate or a Member or any occupier of a Member's Lot or the lessee's and their invitees of the Common Property.
- (d) Install any blind or awning on the Common Property other than with the approval of the Body Corporate which approval may be withdrawn at any time by notice in writing upon which the blinds or awnings must be removed within seven (7) days after consent being withdrawn and the Member or occupier must at its expense comply with any request of the Body Corporate made in connection with the blinds or awnings.
- (e) Hold or allow to be held any public auction on or near the Common Property.
- (f) Do or permit anything which might cause structural damage to the Land including, without limitation, bringing any heavy article onto the Land without the consent of the Body Corporate.
- (g) Interfere with any personal property vested in the Body Corporate.
- (h) Move any article likely to cause damage or obstruction through Common Property without first notifying the Managing Agent in sufficient time to enable the Managing Agent to arrange for a representative of the Body Corporate to be present at the time of moving if it is considered necessary.

- (i) Use of the Common Property other than in accordance with the directions of the Managing Agent, and in the absence of any such directions in accordance with the directions of the Body Corporate.

13. **Security**

The Body Corporate may make rules and regulations to ensure the security of the Land from intruders.

14. **Notification**

Each Member must advise the Managing Agent of an out of normal business hours contact address and telephone number for each lessee of the Member's Lot or any part of it and must promptly advise the Managing Agent of any change in such address or telephone number.

15. **Body Corporate Fees**

- (a) The fees set by the Body Corporate to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to their unit entitlement.
- (b) Any special fees or charges levied by the Body Corporate to cover extraordinary items of expenditure must be paid on the due date set by the Body Corporate upon the levying of each special fee or charge.
- (c) If any fees remain outstanding after the date specified in rule 15(a) and 15(b) the Body Corporate may charge interest on such fees at a rate of 2% ~~above~~ <sup>MAXIMUM</sup> the rate set by the *Penalty Interest Rates Act 1983*. ~~BELOW~~

16. **Compliance with Laws**

A Member must at the Member's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Government Agency.

17. **Appearance of a Lot**

- (a) A Member must not without the prior written consent of the Body Corporate maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Land.
- (b) A Member must not operate or permit to be operated on the Land any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Land.
- (c) A Member must not display or hang any item (including, without limitation, clothing or towels) on or from any balcony or front yard of the Lot.

18. **Correspondence**

All complaints or applications to the Body Corporate must be addressed in writing to the Managing Agent.

**19. Rights of Entry**

A Member or occupier of a Lot, upon receiving reasonable notice from the Body Corporate, must allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot.

**20. Alterations to Lots and Common Property**

- (a) A Member or occupier of a Lot must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuildings of any kind within or upon a Lot or on Common Property without the written approval of the Body Corporate.
- (b) Any alteration made to Common Property or fixture or fitting attached to Common Property by any Member or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, must, unless otherwise provided by resolution of a general meeting or of a meeting of the Body Corporate, be repaired and maintained by the Member or occupier for the time being of the Lot of which obtained the approval.

**21. Maintenance of Lots**

Each Member is responsible for the maintenance of their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish, unkept garden areas or otherwise.

**22. Behaviour of Invitees**

- (a) A Member or occupier of a Lot must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- (b) A Member or occupier of a Lot is liable to compensate the Body Corporate for all damages to the Common Property or personal property vested in it caused by a breach of rule 22(a).
- (c) The duties and obligations imposed by these special rules on a Member of a Lot must be observed not only by the Member or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of the Member or occupier.
- (d) Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of those Rules by any Member or occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Member or occupier of a Lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

23. **Instructions to Contractors**

A Member or occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

24. **Sharing Facilities**

The Body Corporate may seek to make arrangements concerning the sharing of the Common Property's facilities with adjoining land owners and/or body corporate in a way which allocates any costs and responsibilities associated with the use of the Common Property facilities in a manner in which is fair and reasonable having regard to the nature and use of the facilities.

INFORMATION ONLY

# Owners Corporation

## Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

### 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.**



## Balance Sheet

As at 26/05/2025

OCPS 500688U

30 The Parkway, Caroline Springs VIC 3023

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	997.29
Owners Equity--Admin	7,527.56
	<u>8,524.85</u>
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	0.00
	<u>0.00</u>
<b>Net owners' funds</b>	<u><u>\$8,524.85</u></u>
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at Bank--Admin	8,203.40
Receivable--Levies--Admin	321.45
	<u>8,524.85</u>
Maintenance Fund	<u>0.00</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u><u>8,524.85</u></u>
<b>Less liabilities</b>	
Administrative Fund	<u>0.00</u>
Maintenance Fund	<u>0.00</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u><u>0.00</u></u>
<b>Net assets</b>	<u><u>\$8,524.85</u></u>

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 May 2025 04:22 PM

## PROPERTY DETAILS

Address: **6/30 THE PARKWAY CAROLINE SPRINGS 3023**  
Lot and Plan Number: **Lot 6 PS500688**  
Standard Parcel Identifier (SPI): **6\PS500688**  
Local Government Area (Council): **MELTON**  
Council Property Number: **359117**  
Planning Scheme: **Melton**  
Directory Reference: **Melway 358 E1**

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

[Planning Scheme - Melton](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **KOROROIT**

## OTHER

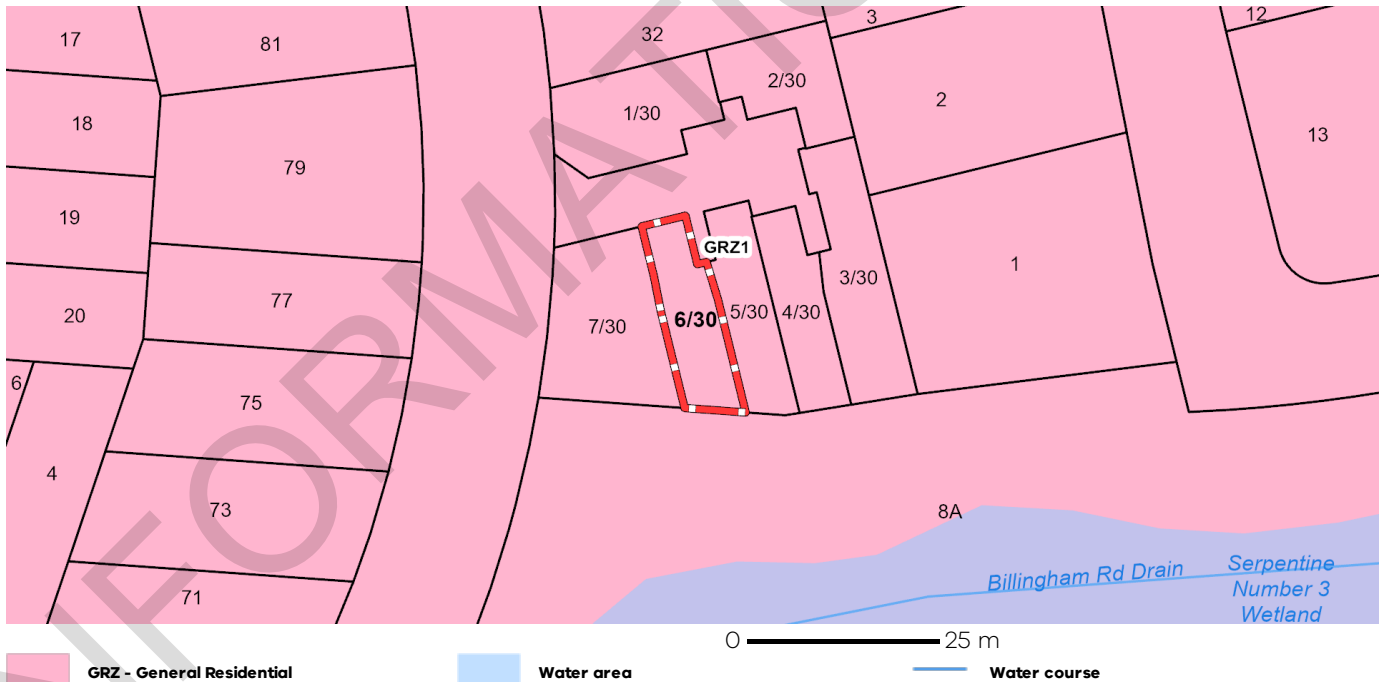
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

## Planning Overlays

No planning overlay found

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

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

## Further Planning Information

Planning scheme data last updated on 22 May 2025.

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

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

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

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

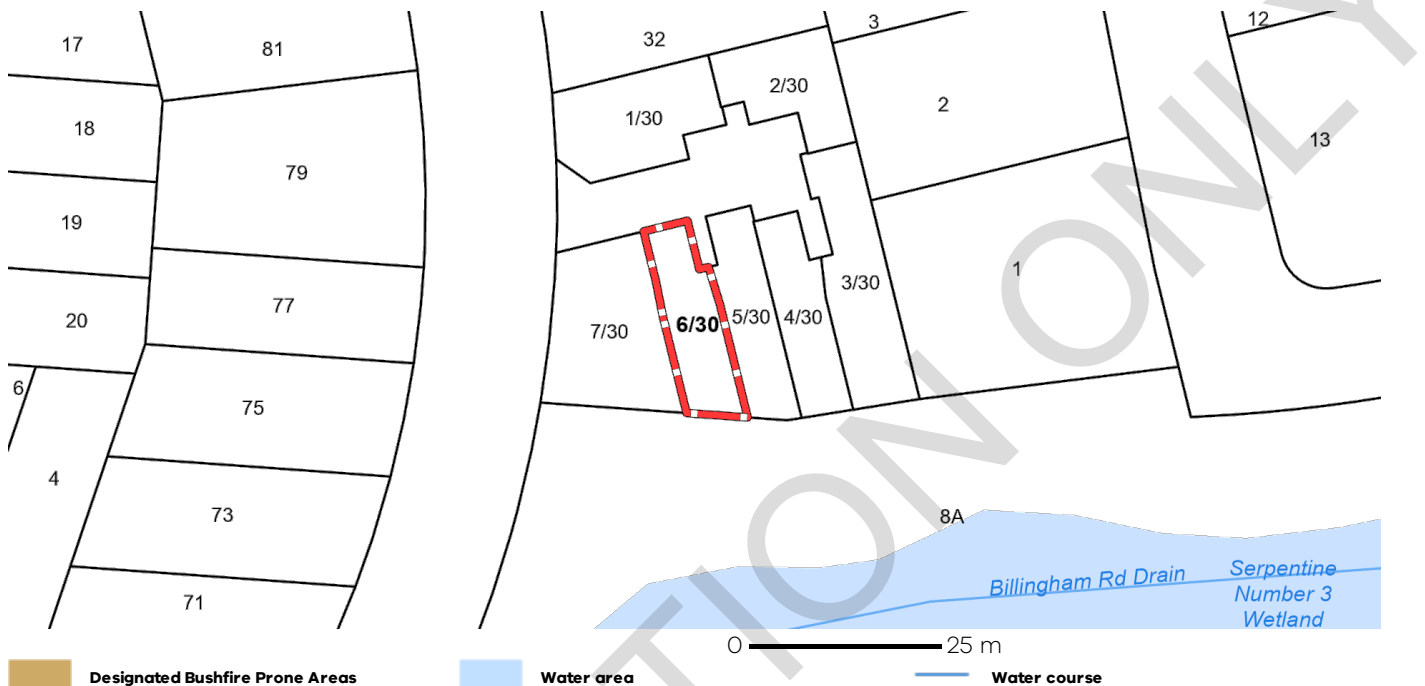
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

# 4th Instalment Notice Rates & Charges

For the period 1 July 2024 to 30 June 2025

# 2024/2025

T: (03) 9747 7200  
W: melton.vic.gov.au  
E: revenue@melton.vic.gov.au

A.B.N 22 862 073 889



Date of Issue: 28/04/2025

S A Armour  
Unit 6  
30 The Parkway  
CAROLINE SPRINGS VIC 3023

Arrears will be charged interest at 10% P.A.

Arrears Amount

Pay this amount
<b>\$369.25</b>

Assessment Number
<b>359117</b>

Due

Not later than
<b>31/05/2025</b>

<b>Property Location</b> Unit 6 30 The Parkway CAROLINE SPRINGS VIC 3023	<b>Ward</b>
<b>Description</b> LOT 6 PS 500688U V/F 10666/046	BULLUM BULLUM

<b>Capital Improved Value</b> \$485,000	<b>Site Value</b> \$325,000	<b>Net Annual Value</b> \$24,250	<b>PRESCRIBED DATE OF VALUATION:</b> 01/01/2024
			<b>EFFECTIVE DATE OF VALUATION:</b> 01/07/2024

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

Fourth Instalment Amount

\$369.25

<b>1st Instalment</b>	<b>30/09/2024</b>
<b>2nd Instalment</b>	<b>30/11/2024</b>
<b>3rd Instalment</b>	<b>28/02/2025</b>
<b>4th Instalment</b>	<b>31/05/2025</b>
	<b>\$369.25</b>
<b>Total Balance</b>	<b>\$369.25</b>

Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



**Payment Reference No.**  
001003591177



Billers Code: 1123



melton.vic.gov.au



1300 067 479



\*330000003591177

**ASSESSMENT NUMBER** 359117

**RATE PAYER** S A Armour

**PROPERTY LOCATION** Unit 6 30 The Parkway CAROLINE SPRINGS VIC 3023



Scan here to pay

Amount Payable
<b>\$369.25</b>



## GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at [melton.enotices.com.au](http://melton.enotices.com.au)  
with eNotices reference number:

**9205693EDR**



# MELTON CITY COUNCIL

## IMPORTANT INFORMATION REGARDING RATES AND CHARGES

### Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

### Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

### All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

### Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

### Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Fire Services Property Levy.

### Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

### Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

(i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;

(ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;

The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

**NOTE:** Lodging an appeal or objection does not prevent recovery of rates, charges and fire services levy. Interest will still be charged on overdue amounts.

### Fire services property levy

The owner(s) of rateable land under the Fire Services property Levy Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Fire Services Levy can also apply for a waiver or deferral. Further information is available at [firelevy.vic.gov.au](http://firelevy.vic.gov.au)

### Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$259.50 (maximum) State Government rebate and \$50.00 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

### Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

### Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Fire Service Levies or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.


General Rate	0.0022079	
Vacant Land	0.0033119	
Extractive Industry Land	0.0063588	
Commercial/Industrial Developed Land	0.0035326	
Commercial/Industrial Vacant Land	0.0044158	
Retirement Village Land	0.0018767	
Rural Living Land	0.0019871	
Rural Land	0.0015897	
Urban Growth Land	0.0016559	

### Rate cap

Council has complied with the Victorian Government's rates cap of 2.75 per cent. The cap applies to the average annual increase of rates and charges. The rate and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

## PAYMENT METHODS

 INTERNET	 BY PHONE	 IN PERSON	 BY MAIL
To make payments using your MasterCard or Visa, please visit <a href="http://melton.vic.gov.au/onlinepayments">melton.vic.gov.au/onlinepayments</a>	Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. <b>(Minimum \$5)</b>	<p><b>Australia Post</b> Payments can be made in-store at Australia Post using cash, cheque or debit cards only. <b>(Minimum \$25 per notice)</b></p> <p><b>Melton Civic Centre</b> 232 High Street, Melton 3337</p> <p><b>Melton Library &amp; Learning Hub</b> 31 McKenzie Street Melton 3337</p> <p><b>Caroline Springs Civic Centre/Library</b> 193-201 Caroline Springs Boulevard Caroline Springs 3023</p> <p>Payments can be made by cash, cheque, debit cards, MasterCard or Visa.</p> <p>Refer to our website for hours.</p>	<p>Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337.</p> <p>If mailing please allow sufficient time as Council is not responsible for any postal delays.</p>
 <b>BPAY</b> Contact your bank to make payment directly from your account. <b>(Minimum \$25)</b> More info: <a href="http://bpay.com.au">bpay.com.au</a> Bill code: 1123	 <b>DIRECT DEBIT</b> FlexiPay Payments can be deducted from your Bank Account or Credit Card. To setup a direct debit, scan the QR code on the front of the notice or visit <a href="http://melton.vic.gov.au/rates">melton.vic.gov.au/rates</a>		 <b>CENTREPAY</b> To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.





MR S A ARMOUR  
 UNIT 6 30 THE PARKWAY  
 CAROLINE SPRINGS VIC 3023

**Account number**

**96137 30000**

**Tax Invoice** 961531519537

**Date of issue** 24 Mar 2025

**Service address**

Un 6/30 The Parkway,  
 Caroline Springs  
 VIC, 3023

**Amount to pay**

**\$640.45**

Previous bill	\$428.46
Payments received	\$0.00
Balance	\$428.46
Current charges	\$211.99
<b>Total charges</b>	<b>\$640.45</b>

**Pay by**

**22 Apr 2025**

**Having trouble  
 paying your bill?**

Call us on **13 44 99** or visit  
[gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

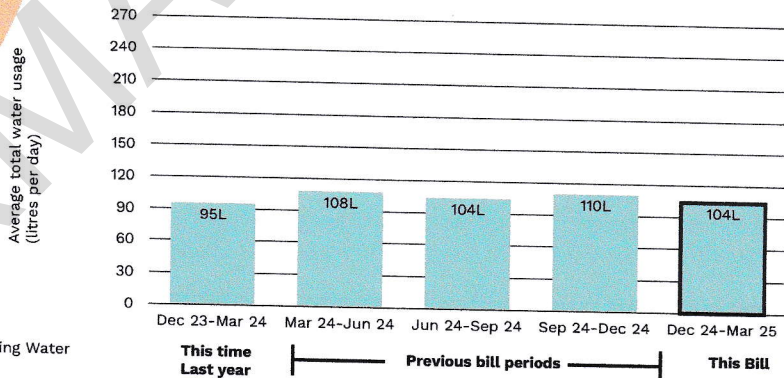
Please see page 2 for detailed information

**Drinking Water**

Average daily use  
**104L**

Average daily spend  
**\$0.36**

**Your household water usage**



**Payment options**

Greater Western Water ABN 70 066 902 467



**Direct debit**

Set up direct debit  
 at [gww.com.au](http://gww.com.au) or  
 call **13 44 99**



**BPAY**

Bill code: **8789**  
 Ref: **96137300009**  
 Go to [bpay.com.au](http://bpay.com.au)  
 © Registered to BPAY  
 Pty Ltd  
 ABN 69 079 137 518



**Credit card**

Pay by credit card  
 at [gww.com.au](http://gww.com.au) or  
 call **13 44 99**



**Post Billpay**

**Australia Post**  
 Billpay code: **0362**  
 Ref: **0961 3730 0008**

Pay at any post office,  
 by phone **13 18 16**, at  
[postbillpay.com.au](http://postbillpay.com.au), or  
 via AusPost app

**Centrepay**

Make regular deductions  
 from your Centrelink  
 payments.  
 Call **13 44 99** or visit  
[centrelink.gov.au](http://centrelink.gov.au)  
 Greater Western Water  
 reference: **555-054-071-L**  
 Your account number:  
**96137 30000**



## Usage and charges

Outstanding balance

\$428.46

### Your water usage <sup>1</sup>

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
MAF482010	97	1,848	1,858	10		

Meter Read date: 19/03/2025

Usage Step 1	Charge period	Usage kL	Rate \$/kL	Amount
	13/12/2024 - 19/03/2025	10.000	\$3.529	\$35.29
<b>Total usage</b>				<b>\$35.29</b>

### Your network charges <sup>2</sup>

	Charge period	Amount
Water	01/01/2025 - 31/03/2025	\$54.32
Sewer	01/01/2025 - 31/03/2025	\$70.78
<b>Total network charges</b>		<b>\$125.10</b>

### Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
Waterways & Drainage <sup>3</sup> For Melbourne Water	01/01/2025 - 31/03/2025	\$6,713.00	\$30.10	\$30.10
Parks <sup>4</sup> For the Dept. of Energy, Environment and Climate Action	01/01/2025 - 31/03/2025	\$6,713.00	\$21.50	\$21.50
<b>Total other charges and adjustments</b>				<b>\$51.60</b>

### Your total charges

**\$211.99**

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at [gww.com.au/quarterlyparkscharge](http://gww.com.au/quarterlyparkscharge)

#### Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at [gww.com.au/privacy](http://gww.com.au/privacy) or email [contact@gww.com.au](mailto:contact@gww.com.au) to update your personal information.

## Your charges explained

### 1. 1 Kilolitre (kL) = 1000 Litre (L)

**Water usage** is calculated in steps.  
Step 1: 0 to 440 litres per day  
Step 2: Over 440 litres per day

**2. Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes

**3. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected

**4. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit [gww.com.au/charges](http://gww.com.au/charges)

## We're here to help

**13 44 99**

Enquires and support  
(8:30am to 5pm,  
Monday to Friday)

Faults and emergencies  
(24 hours)

**03 9313 8989**

Support in other languages

**13 36 72**

Relay Service

**You could be eligible for a concession** if you hold a valid health care, pension or Veterans' Affairs gold card, apply at [gww.com.au/concession](http://gww.com.au/concession)

## We're here to help

There are options available if you're having trouble paying your bill visit [gww.com.au/financial-support](http://gww.com.au/financial-support)





MR SHANE A ARMOUR  
6/30 THE PARKWAY  
CAROLINE SPRINGS VIC 3023

Our reference: 7159182441556

Phone: **13 28 66**

21 May 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SHANE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411067518542
Vendor name	SHANE ASHLEY ARMOUR
Clearance Certificate Period	15 May 2025 to 15 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

# 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](http://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

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**VENDOR'S STATEMENT**

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**Property:**

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