

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: MICHAEL JOHN PARRY AND DANIELLE LOUISE PARRY

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Northeast, Stockdale & Leggo Real Estate Warrnambool
128 Lava Street, Warrnambool, VIC 3280

Email: matt@ns realestate.com.au

Tel: (03) 5561 4444 Mob: Fax: Ref:

Vendor

MICHAEL JOHN PARRY AND DANIELLE LOUISE PARRY

30 Cleveland Street, Warrnambool, VIC 3280 and 30 Cleveland Street, Warrnambool, VIC 3280

Vendor's legal practitioner or conveyancer

Anderson Partners

1033 Burwood Highway, Ferntree Gully Vic 3156

Email: conveyancing@andersonpartners.net.au

Tel: (03) 9753 5001 Ref: AU:LF:19350

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11262	Folio	233	24	PS629297R
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **30 Cleveland Street, Warrnambool 3280**

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

All fixed floor coverings, electric light fittings and window furnishings.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ **Special condition 1 – Auction**

1. The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

☒ **Special condition 2 – Land Tax**

2. If this Contract has a sale price under \$10,000,000 notwithstanding anything contained in this Contract relating to land tax the parties agree that land tax shall not be adjusted or apportioned between the parties and land tax shall remain entirely the vendors responsibility.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase'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 Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (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 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 in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (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 the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
-

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

DATED

2025

MICHAEL JOHN PARRY AND DANIELLE LOUISE PARRY

to

CONTRACT OF SALE OF LAND

Property: 30 Cleveland Street, Warrnambool 3280

ANDERSON PARTNERS

Lawyers

1033 Burwood Highway
Ferntree Gully Vic 3156

Tel: (03) 9753 5001

Ref: AU:LF:19350

MICHAEL JOHN PARRY AND DANIELLE LOUISE PARRY

AND

AND

DEED OF GUARANTEE OF CONTRACT

Anderson Partners

1033 Burwood Highway, Ferntree Gully Vic 3156

Phone: (03) 9753 5001

Email: info@andersonpartners.net.au

Ref: AU:LF:19350

THIS DEED dated day of 2025

BETWEEN Michael John Parry and Danielle Louise Parry of 30 Cleveland Street,
Warrnambool, Victoria (**Vendor**)

AND of (Purchaser)

AND of (Guarantor)

RECITALS

- A.** The vendor and purchaser have entered into a contract dated for
sale of the property known as 30 Cleveland Street, Warrnambool, Victoria 3280.
- B.** The vendor entered into the contract at the request of the guarantor, in consideration of
the guarantee by the guarantor to:
- a.** perform all obligations of the purchaser under the contract; and
 - b.** pay the vendor all money payable by the purchaser under the contract.

OPERATIVE PART

- 1.** If the purchaser fails to pay the vendor any amount due under the contract, the guarantor
will immediately pay that amount to the vendor.
- 2.** The guarantor will perform any obligations under the contract that the purchaser fails to
perform.
- 3.** The guarantor is jointly and severally liable with the purchaser under the contract. The
vendor can take action against the guarantor before, or at the same time as, taking action
against the purchaser.
- 4.** Any extension of time or other forbearance granted by the vendor to the purchaser will
not affect the liability of the guarantor.
- 5.** This guarantee is binding on the guarantors, their executors, administrators and
assignees.

-
6. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.
 7. The guarantor confirms having read the contract and this guarantee and having had the opportunity to obtain legal advice.

Execution page

EXECUTED AS A DEED

EXECUTED by MICHAEL JOHN PARRY &
DANIELLE LOUISE PARRY in the presence
of:

Witness

Michael John Parry & Danielle Louise
Parry

EXECUTED by

PTY LTD ACN

Director/Secretary

Director/Secretary

EXECUTED by

in the presence of:

Guarantor

Guarantor

Vendor Statement

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

This Statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract.

The Vendor may sign by electronic signature.

The Purchaser acknowledges being given this Statement signed by the Vendor with the attached documents before the Purchaser signed any Contract.

Land

30 Cleveland Street, Warrnambool 3280

Vendor's name

Michael John Parry

Date
/ /

**Vendor's
signature**

Vendor's name

Danielle Louise Parry

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

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

13 ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an “Additional Vendor Statement” if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

Page 1 of 1

VOLUME 11262 FOLIO 233

Security no : 124125719216G
Produced 27/06/2025 10:09 AM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 629297R.
PARENT TITLE Volume 11233 Folio 845
Created by instrument PS629297R 31/03/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MICHAEL JOHN PARRY
DANIELLE LOUISE PARRY both of 30 CLEVELAND STREET WARRNAMBOOL VIC 3280
AW079025C 19/09/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW079026A 19/09/2022
AFSH NOMINEES PTY LTD

COVENANT AH930582E 05/05/2011
Expiry Date 01/01/2025

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 PS629297R 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: 30 CLEVELAND STREET WARRNAMBOOL VIC 3280

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 19/09/2022

DOCUMENT END

Imaged Document Cover Sheet

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


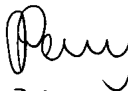

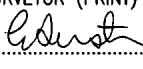
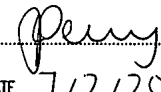
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Document Identification	PS629297R
Number of Pages (excluding this cover sheet)	6
Document Assembled	27/06/2025 10:09

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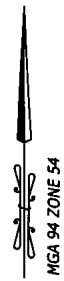
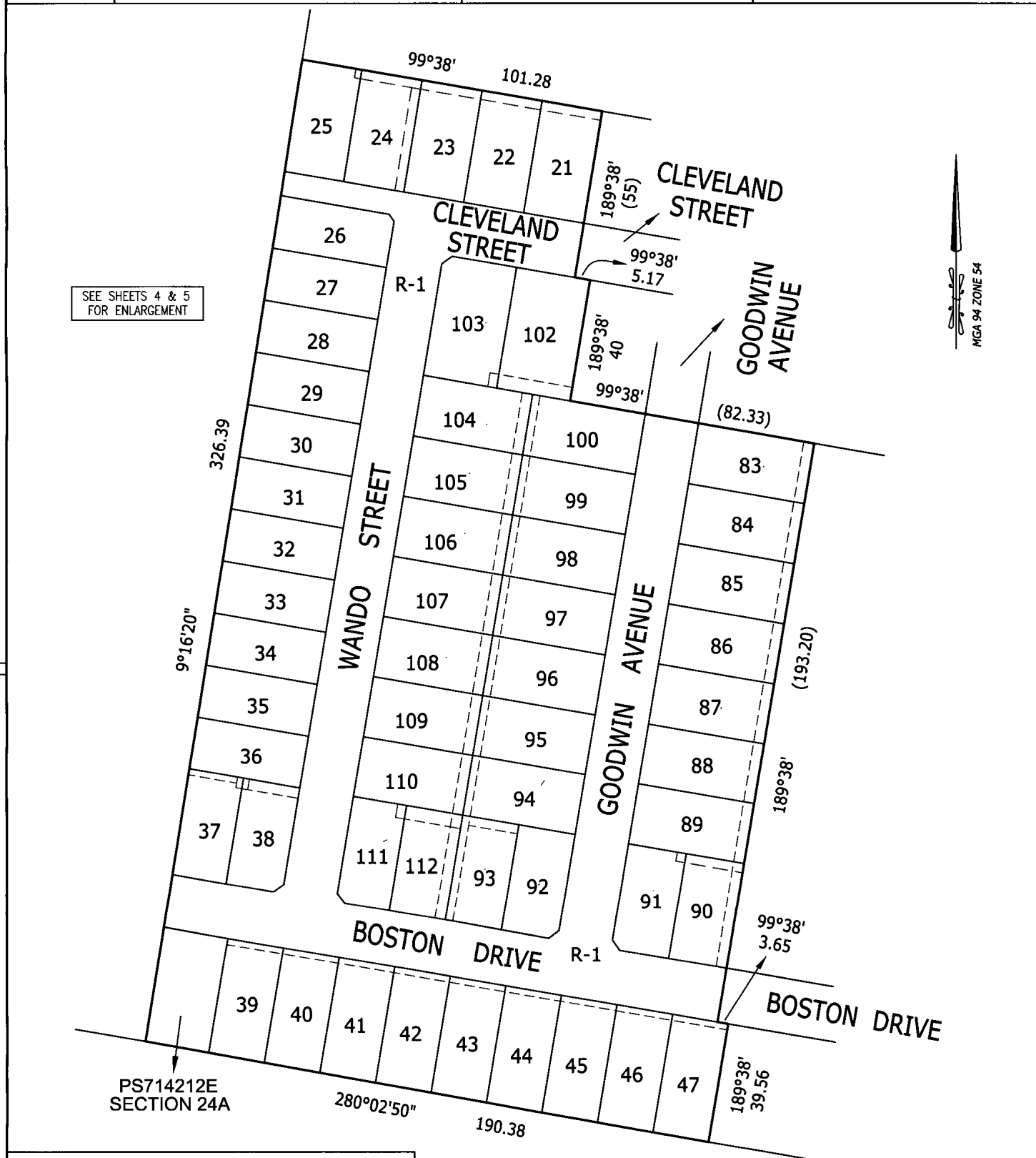
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The document is invalid if this cover sheet is removed or altered.

PS629297R

PLAN OF SUBDIVISION		STAGE NO.	LR use only EDITION 2	F 23/03/2011 \$7914.60 PS 
Location of Land Parish: Wangoom Township: — Section: A Crown Allotment: 28 (Part) LR Base Record: DCMB Title Reference: Volume 11233 Folio 845 Last Plan Reference: PS 614179G (LOT A) Postal Address: Boston Drive (at time of subdivision) WARRNAMBOOL 3280 MGA Co-ordinates E 631 800 Zone: 54 (of approx. centre of land in plan) N 5753 200		Council Certificate and Endorsement Council Name: Warrnambool City Council Ref: S20/10 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate  Council seal Date 7/2/2011 Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
Road R1	Warrnambool City Council			
Notations				
Depth Limitation: Nil		Staging This is not a staged subdivision. Planning Permit No. P2009-187		
LOTS 1-20, 48-82 AND 101 HAVE BEEN OMITTED FROM THIS PLAN Land being subdivided is enclosed within thick continuous lines Survey This plan is not based on survey. This survey has been connected to permanent marks No.(s) 190, 596 743 & 744 In Proclaimed Survey Area No. 23 Warrnambool				
Easement Information			LR use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 23/03/2011	
See sheet 2 for easement information			LR use only PLAN REGISTERED TIME 11:01 DATE 31/3/11 Randall McDonald Assistant Registrar of Titles	
			Sheet 1 of 5 Sheets	
 FORSTER LAND SURVEYING PTY. ABN 74 553 624 822		P.O. BOX 5053 34 KEPLER STREET WARRNAMBOOL 3280 TEL. (03) 5562 3752 FAX (03) 5561 1659 forsterlandsurvey@bigpond.com LICENSED SURVEYOR (PRINT) GEOFFREY IAN FORSTER SIGNATURE  DATE 4/01/2011 REF: 1790/2 VERSION: 01		
		 DATE 7/2/2011 COUNCIL DELEGATE SIGNATURE Original sheet size A3		

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 629297R
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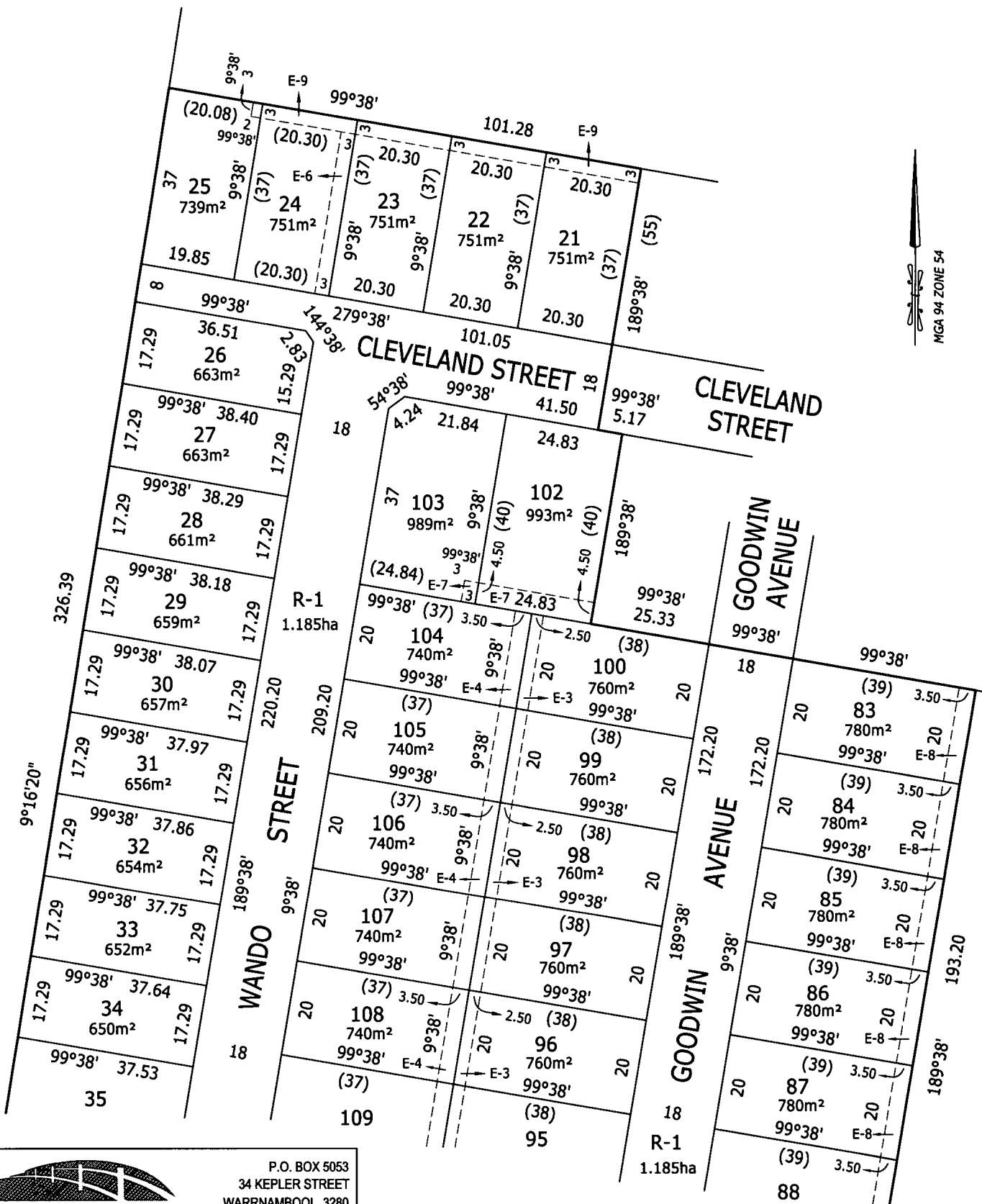
FORSTER LAND SURVEYING
ABN 74 553 624 822

P.O. BOX 5053
34 KEPLER STREET
WARRNAMBOOL 3280
TEL (03) 5562 3752
FAX (03) 5561 1659
forsterlandsurvey@bigpond.com

SEE SHEETS 4 & 5 FOR ENLARGEMENT

ORIGINAL		SCALE 12.5 0 25 50 LENGTHS ARE IN METRES		LICENSED SURVEYOR (PRINT) GEOFFREY IAN FORSTER	Sheet 3 of 5 Sheets
SCALE 1:1250	SHEET SIZE A3	SIGNATURE <i>Geoffrey Ian Forster</i>	DATE 4/01/2011	COUNCIL DELEGATE SIGNATURE <i>Perry</i>	DATE 7/2/2011
		REF: 1790/2	VERSION: 01	Original sheet size A3	

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 629297R
---------------------	-----------	---------------------------



FORSTER LAND SURVEYING

ABN 74 553 624 822

P.O. BOX 5053
34 KEPLER STREET
WARRNAMBOOL 3280
TEL (03) 5562 3752
FAX (03) 5561 1659
forsterlandsurvey@bigpond.com

FOR CONTINUATION SEE SHEET 5

ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) GEOFFREY IAN FORSTER		Sheet 4 of 5 Sheets	
SCALE 1:800	SHEET SIZE A3	<p>LENGTHS ARE IN METRES</p>		SIGNATURE <i>Geoffrey Ian Forster</i>	DATE 4/01/2011	 DATE 7/2/2011 COUNCIL DELEGATE SIGNATURE	
				REF: 1790/2	VERSION: 01	Original sheet size A3	

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS629297R

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

[illegible]

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1151362

APPLICANT'S NAME & ADDRESS

ANDERSON PARTNERS C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

PARRY, MICHAEL JOHN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62170

This certificate is issued for:

LOT 24 PLAN PS629297 ALSO KNOWN AS 30 CLEVELAND STREET WARRNAMBOOL
WARRNAMBOOL CITY

The land is covered by the:

WARRNAMBOOL PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 7

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/warrnambool>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

27 June 2025

Sonya Kilkeny
Minister for Planning

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

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

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

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

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 07 July 2025 10:35 AM

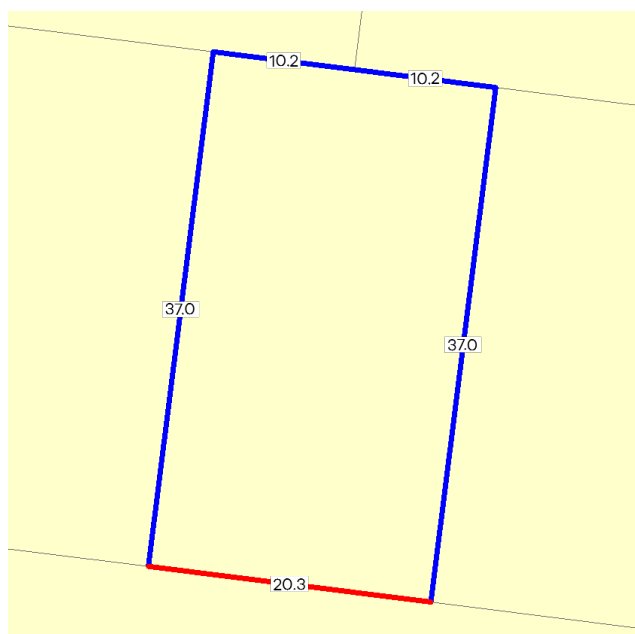
PROPERTY DETAILS

Address: **30 CLEVELAND STREET WARRNAMBOOL 3280**
Lot and Plan Number: **Lot 24 PS629297**
Standard Parcel Identifier (SPI): **24\PS629297**
Local Government Area (Council): **WARRNAMBOOL**
Council Property Number: **17802**
Directory Reference: **Vicroads 515 O2**

www.warrnambool.vic.gov.au

SITE DIMENSIONS

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



Area: 752 sq. m

Perimeter: 115 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **Wannon Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH-WEST COAST**

PLANNING INFORMATION

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

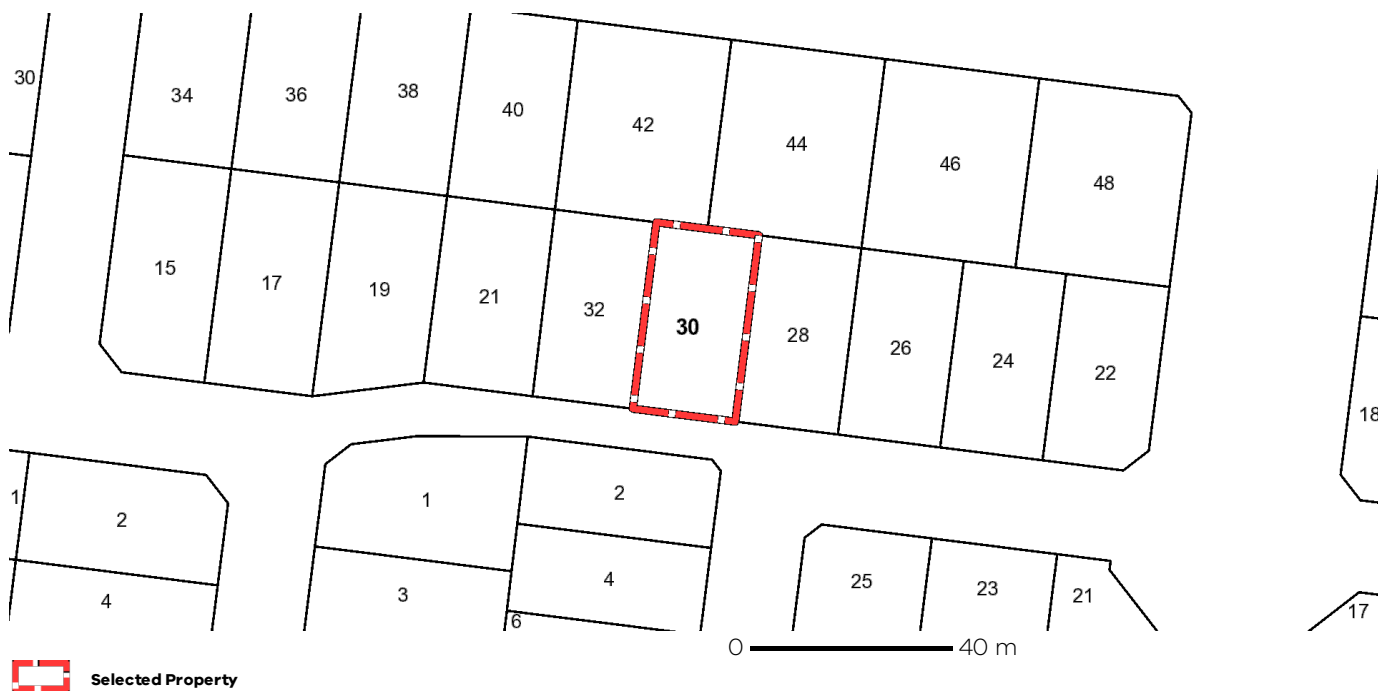
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 07 July 2025 10:37 AM

PROPERTY DETAILS

Address: **30 CLEVELAND STREET WARRNAMBOOL 3280**
Lot and Plan Number: **Lot 24 PS629297**
Standard Parcel Identifier (SPI): **24\PS629297**
Local Government Area (Council): **WARRNAMBOOL**
Council Property Number: **17802**
Planning Scheme: **Warrnambool**
Directory Reference: **Vicroads 515 O2**

www.warrnambool.vic.gov.au

[Planning Scheme - Warrnambool](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **Wannon Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH-WEST COAST**

OTHER

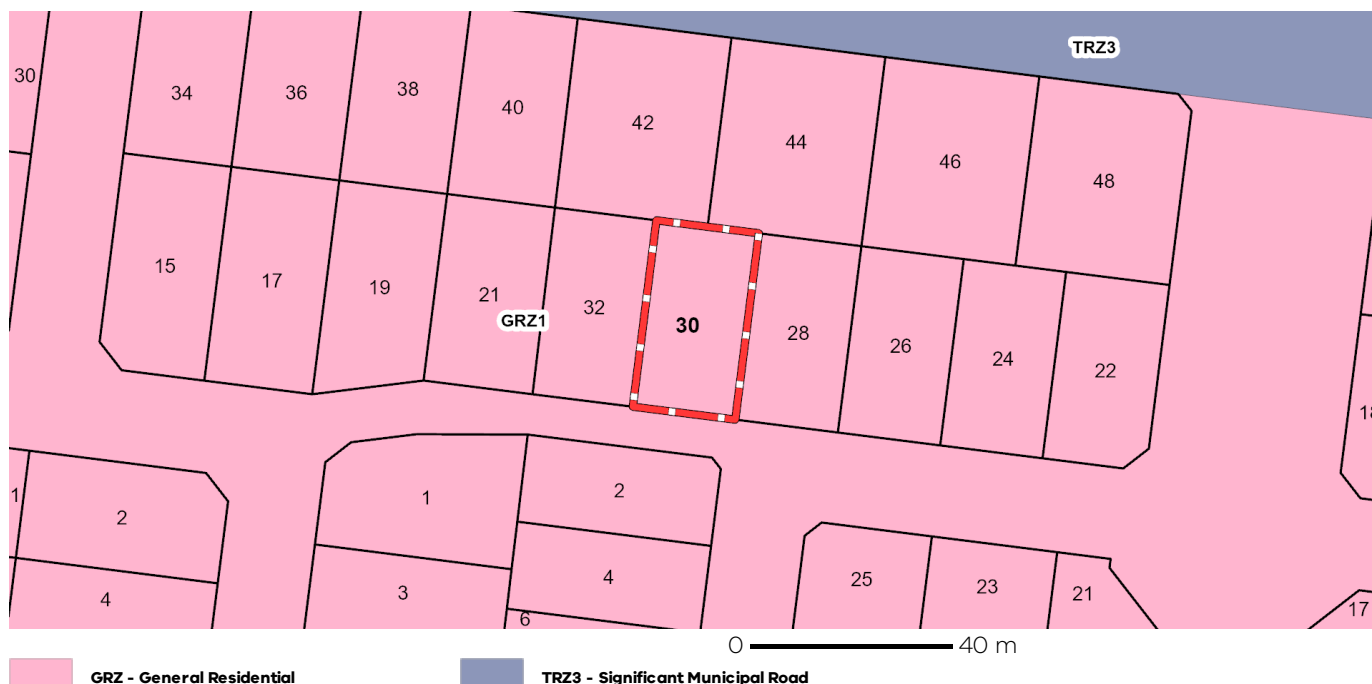
Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**

[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.

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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).

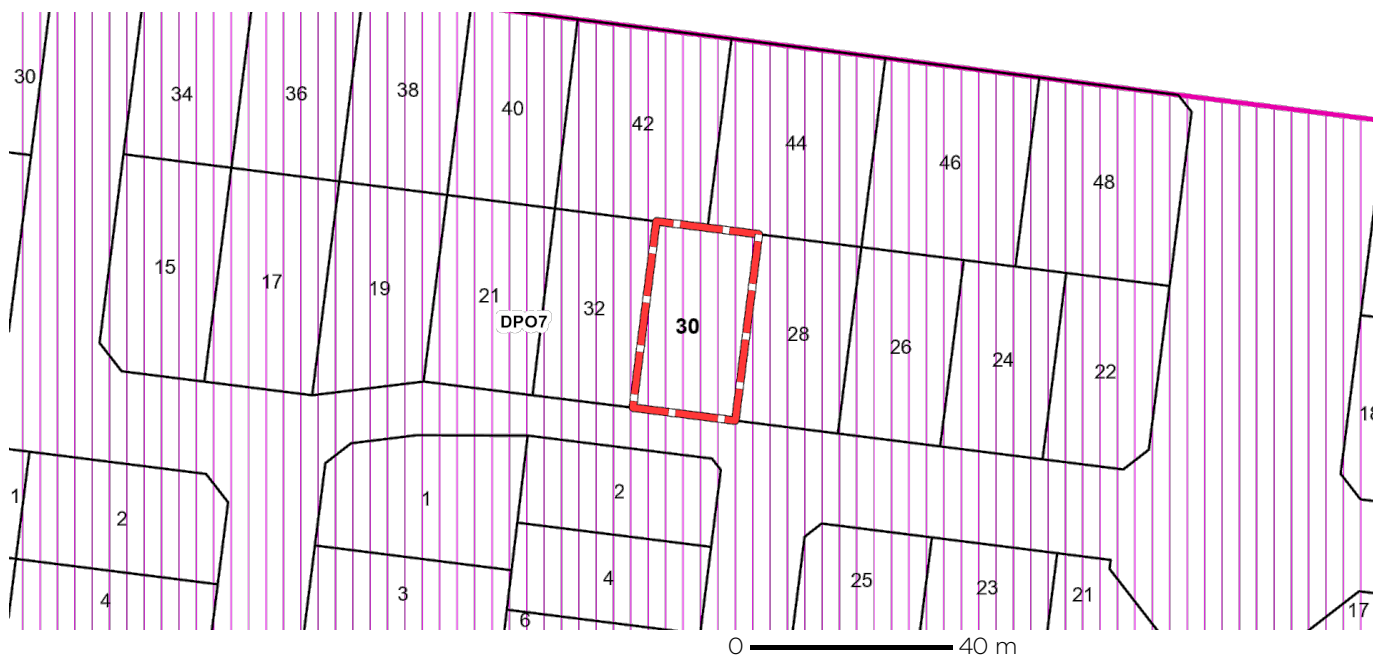
PLANNING PROPERTY REPORT: 30 CLEVELAND STREET WARRNAMBOOL 3280

Page 1 of 3

Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 \(DPO7\)](#)



DPO - Development Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 3 July 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>

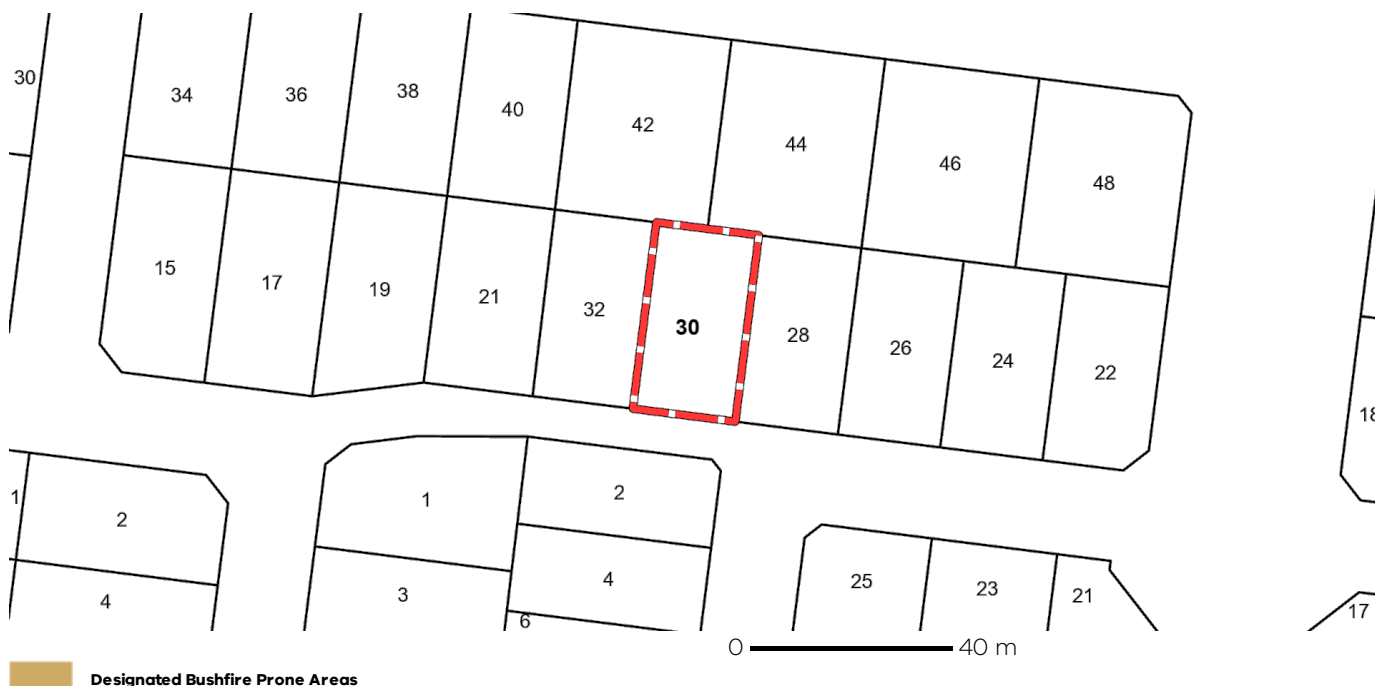
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



Wannon Region Water Corporation
ABN 94 007 404 851

Anderson Partners
Secure Electronic Registries Victoria (SERV)
Finance@Servictoria.Com.Au

Information Statement

(as per Section 158, Water Act 1989)

30 Cleveland St, Warrnambool VIC 3280



1300 926 666

www.wannonwater.com.au

PO Box 1158, Warrnambool 3280

Information Statement Issue Date

30 June 2025

Solicitors Reference

77241689-028-4

Settlement Date

30 September 2025

Information Statement No

118669

Account Number

52-1321-0220-01-8

Amount Payable (to Settlement

\$857.35

Owner(s):

Parry, Michael John
Parry, Danielle Louise

Property Title(s):

Lot 24, Plan of Subdivision 629297R, Volume 11262, Folio 233

Service Availability

Water Service:	Available & Connected
Sewerage Service:	Available & Connected
Roof Water Harvesting:	Available & Connected

Account Details:

Fees and Charges (including interest)	\$409.73
Scheme	\$0.00

Total amount in arrears:	\$409.73
---------------------------------	-----------------

Calculated charges from last billing date to 30 September 2025 as detailed on the following page/s (Note: Pension rebates or concessions not included)	\$447.62
---	-----------------

Total Amount Due:	\$857.35
--------------------------	-----------------

In accordance with Section 275 (1) of the Water Act 1989, the person/s who becomes the owner of a property must pay any amount that is a charge on that property under Section 274 (4A).

Unless prior consent has been obtained, the Water Act PROHIBITS:

The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Wannon Water.

Electronic Payment Option:

Make this payment via internet or phone banking.



Billers Code: 566455

Ref: 5213 2102 2001 8

Property No: 52-1321-0220

Property Address: 30 Cleveland St, Warrnambool VIC 3280

Details of Services provided and the related tariffs

METERED SERVICE: 57474 (20mm) Meter Number: M10B108625

Sewerage Service Charge: From 10/06/25 To 01/07/25 = 21 days @ 224.03¢ per day = \$47.05

Sewerage Service Charge: From 01/07/25 To 30/09/25 = 91 days @ 231.71¢ per day = \$210.86

Water Service Charge: From 10/06/25 To 01/07/25 = 21 days @ 51.95¢ per day = \$10.91

Water Service Charge: From 01/07/25 To 30/09/25 = 91 days @ 52.56¢ per day = \$47.83

Water Volume: Est. Y.E. 2037 (01/07/25) - Prev. Read 2024 (10/06/25) = 13 kL

Water Volume: Est. Read 2090 (30/09/25) - Prev. Read 2037 (01/07/25) = 53 kL

Water Volume Charged: 66.000 kL = 66.000 kL

Water Volume Charge(Step 1, 2024-25): 9.198 kL @ 168.60¢ per kL = \$15.51

Water Volume Charge(Step 2, 2024-25): 3.802 kL @ 258.23¢ per kL = \$9.82

Water Volume Charge(Step 1, 2025-26): 39.858 kL @ 176.10¢ per kL = \$70.19

Water Volume Charge(Step 2, 2025-26): 13.142 kL @ 269.72¢ per kL = \$35.45

Encumbrances and other information:

* This information statement is valid for a period of three (3) months from the date of issue. A new application must be submitted if updated information is required after the three month period.

* Wannon Water does not receive any change of ownership details from PEXA.

To enable us to keep our records up to date, can you please continue to send Notice of Acquisitions / Dispositions to us via email info@wannonwater.com.au or mail PO Box 1158, Warrnambool Vic 3280.

* The charges on this information statement have been calculated using an estimated meter read up to the date of settlement. Please contact Wannon Water if you require an updated statement using an actual meter read.

* This property is connected to the Wannon Water roof water harvesting system. Rain water is collected from rooftops and transported to an existing Wannon Water raw water storage. The water is treated and becomes part of the drinking water supply. For further information please visit our website at www.wannonwater.com.au.

* Please refer to the Wannon Water website (www.wannonwater.com.au) for a copy of the Customer Charter.

* A buildover agreement has been entered into consenting to a construction over Wannon Water assets passing through the property. The conditions of this agreement are binding on future property owners.

* There may be an increase in tariff charges as of 1st July 2025. As these are yet to be gazetted please apply for an updated information statement closer to settlement date for accurate figures.

* A plan showing the locations of the Wannon Water sewer and / or water assets is attached.

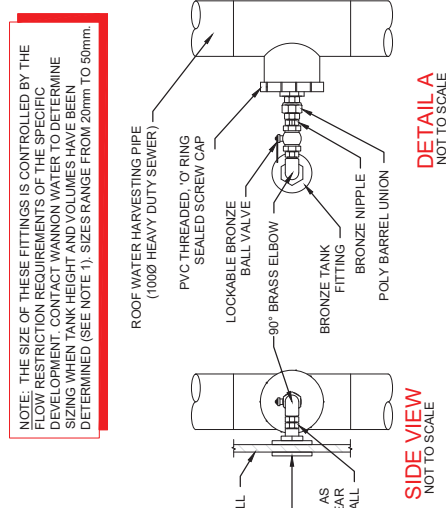
Comments:

There are no Comments applicable to this property

Signed

Debra

Acting Customer Support Coordinator



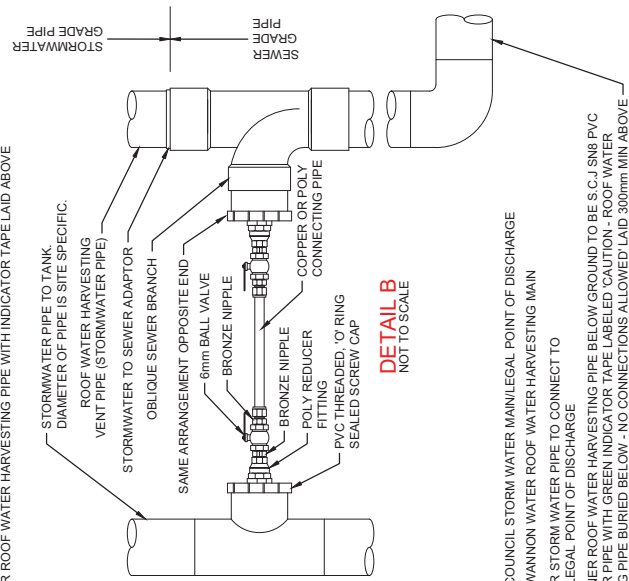
NOTE: THE SIZE OF THESE FITTINGS IS CONTROLLED BY THE FLOW RESTRICTION REQUIREMENTS OF THE SPECIFIC DEVELOPMENT. CONTACT WANNON WATER TO DETERMINE SIZING WHEN TANK HEIGHT AND VOLUMES HAVE BEEN DETERMINED (SEE NOTE 1). SIZES RANGE FROM 20mm to 50mm.

- NOTE: ROOF WATER HARVEST VOLUME TO BE 1 KIPIPER 100 m² OF ROOF AREA. FOR EXAMPLE 120m x 40m SHED = 800m² = 8 KI FOR ROOF WATER HARVESTING + 2 KI OF LANDOWNER REQUIRED VOLUME = 8 + 2 = 7 KI TANK.
- THE SIZE OF PIPES INTO TANK FROM ROOF AND OVERFLOW TO STORMWATER TO BE DETERMINED BY STORMWATER DESIGNER.
- SITE SPECIFIC DRAWINGS ARE TO USE THE TYPICAL ARRANGEMENT FOR CONNECTION TO THE ROOF WATER HARVESTING & THE STORMWATER CONNECTION POINTS. THE SITE SPECIFIC ARRANGEMENT CAN INCLUDE MULTIPLE TANKS WITH A COMBINATION OF ABOVE GROUND & BELOW GROUND SUPPLIES TO TANKS. WANNON WATER APPROVAL OF THE SITE SPECIFIC DRAWINGS IS REQUIRED.

SIDE VIEW
NOT TO SCALE

DETAIL A
NOT TO SCALE

ARRANGEMENT EXAMPLE - ABOVE GROUND SUPPLY TO TANK OR TANKS



DETAIL B
NOT TO SCALE

STORM WATER PIPE BELOW
GROUND TO TANKS

ARRANGEMENT EXAMPLE - BELOW GROUND SUPPLY TO TANK

DRAWING SET No:
WW-2017-043

CONSULTANT'S LOGO AND DETAILS										 <p>Waimanor Water Corporation PO Box 1158, Waimanor VIC 3280 SALES & SERVICE Info@Waimanorwater.com.au www.waimanorwater.com.au</p>										DRAWN A. STEVENSON		CHECKED T. HARROLD		SCALE (AT ORIGINAL PAPER SIZE) : 1:1000											
										TOWN:		DESIGNED		PROJECT:		STANDARD DRAWING																			
										COORDINATES: N E		APPROVED		TITLE:		TYPICAL INDUSTRIAL BUILDING ROOF																			
										PROJECTION:		DATE		16/4/2019		SHEET No:																			
										MAP GRID OF AUSTRALIA: ZONE 54		NOT FOR CONSTRUCTION UNLESS SIGNED AS APPROVED		Original Size		A3		No. OF SHEETS: 1																	
										www.waimanorwater.com.au				10		11		12																	
CHANGES MADE										1		2		3		4		5		6		7		8		9		10		11		12			
2 NEW DETAILS A & B, UNDERGROUND PIPE DETAIL										A.S.		P.W.		16.4.19																					
1 INDUSTRIAL ROOF WATER HARVESTING - VERSION 1										A.S.		I.B.		19.7.17																					

Map Legend

Sewer

- Gravity Main
- Rising Main
- Private Main
- Manhole/SAP
- Junction
- ⊗ Lamphole
-] End Cap
- Service Connection
- ←←← Direction of Flow
- CH Chainage from Manhole/SAP
- D Depth of OB
- O Offset
- T Tie
- A Angle

Water

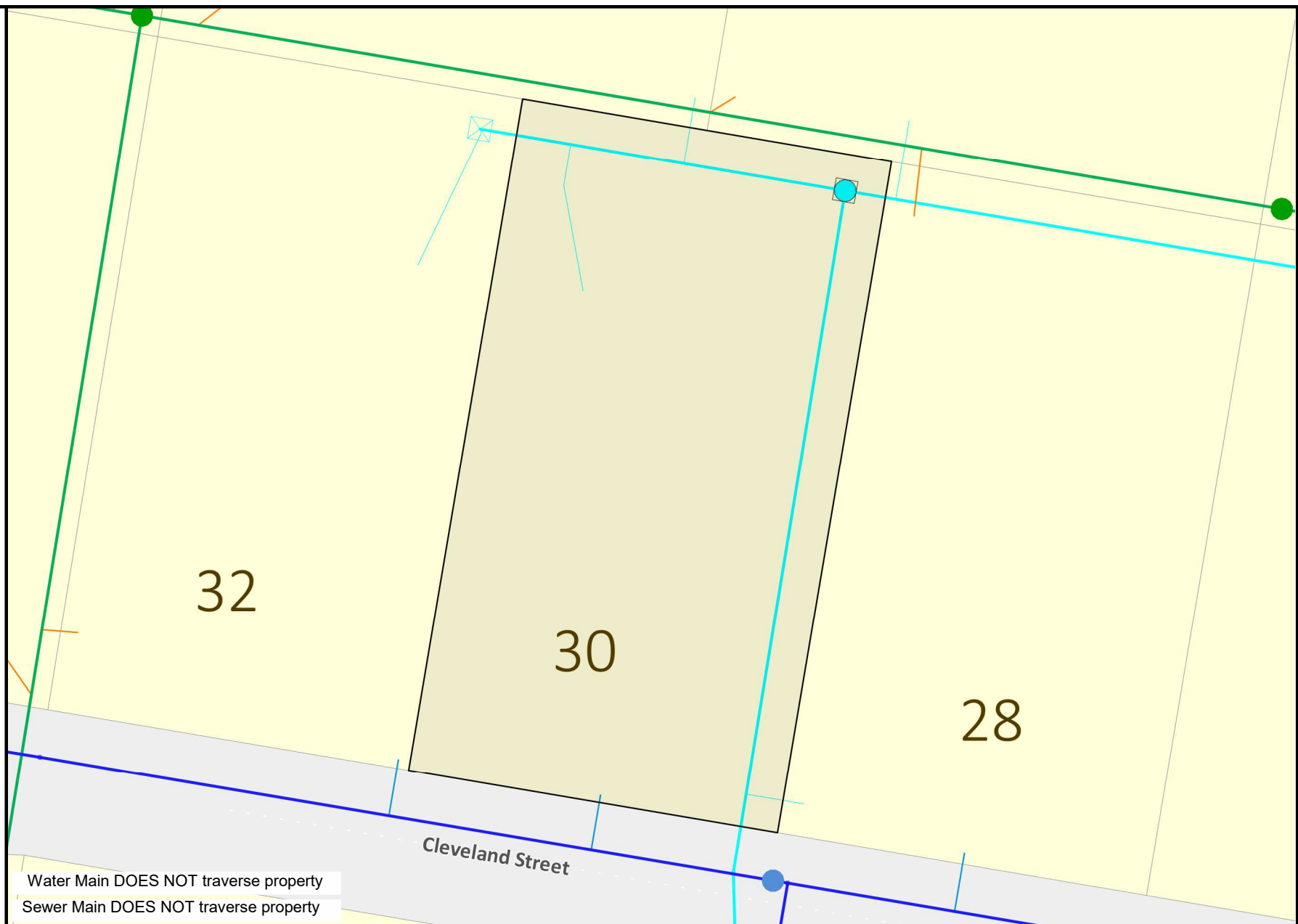
- Water Main
- Private Main
- Hydrant (Fire Plug)
- ⋈ Valve
- ⊕ Cross Over
- Junction
-] End Cap
- Service Connection
- Raw Water Main
- Recycled Water Main
- Ⓜ Water Meter (Guide Only)
- O Offset
- T Tie

Roofwater

- Gravity Collection Main
- Pressure Main
- ⊞ Maintenance Shaft
- ⊠ Inspection Shaft

Land

- Parcel Boundary
- Parcel of Interest
- 22.5 Contours



A4 Sheet

Address: 30 Cleveland Street Warrnambool VIC 3280

Property Number: 52-1321-0220

Date: 30-06-2025

Scale 1: 298

Information Statement Map



Wannon Region Water Corporation
PO Box 1158, Warrnambool VIC 3280
Ph. 1300 926 666
Fax. (03) 5565 6050
info@wannonwater.com.au
www.wannonwater.com.au

Disclaimer: Wannon Water provides this plan/map without any warranty as to accuracy or currency. It is for the user to satisfy themselves that the plan is appropriate for the proposed use and to satisfy themselves of the accuracy of the plan/map. Wannon Water will bear no responsibility or liability in relation to the use of this plan/map



Ref: A2023/00231

M J & D L Parry
30 Cleveland St
Warrnambool Vic 3280

Date 2 November 2023

RE: CONSENT FOR WORKS OVER SEWER AT: 30 Cleveland St Warrnambool

Wannon Water has approved your application for a 'build over'.

The attached Agreement provides consent to proceed with works within the Wannon Water sewer easement and above the sewer main in accordance with the plans and conditions as set out in the Agreement.

The Agreement with Wannon Water is made under the *Water Act* 1989 (the Act) and it is your responsibility to ensure that the works are carried out in accordance with the agreement. Failure to do so, will result in the Agreement being null and void, and may result in penalties under the Act.

Prior approval must be sought from Wannon Water for any variation to the works as detailed on the plans attached to the agreement.

This Agreement should be kept in a safe place for future reference. Under Section 148 (5) of the Act, successors in title are bound by the terms and conditions of this agreement. It is your responsibility to ensure future owners are provided with a copy of this agreement.

Enclosed is an account for the preparation and administration of the agreement.

Yours faithfully,

James Phillips
Manager Development Services



Consent to erect a structure in accordance with section 148 of the *Water Act 1989*

Application by: Michael Parry
of: N/A Phone no: 0408 529 625
(Company name – where relevant)

being the registered proprietor/s (hereinafter referred to as "the said owner") of all that piece
of land being Lot 24 LP/PS _____ being (Part of) Crown
Allotment 28 Section A Parish of Wangoom
being the land more particularly described in Certificate of Title
Volume 11233 Folio 845
situated and known as 30 Cleveland Street, Warrnambool
(street address)

and identified on the attached site plan (hereinafter referred to as "the said plan").

In accordance with the provision of Section 148 of the *Water Act 1989*, Wannon Water
HEREBY CONSENTS to the erection and/or placement

of: 5mx7m shed as outlined in the attached construction drawings

_____ (general description) (hereinafter referred to as "the said
structure") ~~beside/over/under~~ (delete where not applicable) Wannon Water's sewer main
and/or roof water harvesting pipe delineated and coloured red on the said plan (hereinafter
referred to as "the works").

Consent to erect a structure in accordance with section 148 of the *Water Act 1989*

Wannon Water consent is SUBJECT TO THE OWNER COMPLYING WITH THE FOLLOWING CONDITIONS noting the following:

- (a) The word “owner” in this agreement, unless the contrary intention appears, shall be deemed to include the current owner and its successors including, but not limited to, transferees, purchasers, mortgagees, assigns and the obligations imposed on and assumed by the current owner shall be binding on the successors of the current owner and any person obtaining possession of the whole or part of the land as if each of those successors separately executed by this agreement; and
- (b) Where the owner holds the land in a trust capacity, “owner” shall include the beneficiaries of the trust in relation to which it holds such land. Where such trust relationship exists the owner in executing this agreement does so intending to assume not only personal liability, but also to bind the trust for which it acts as trustee; and
- (c) Where the owner is constituted by more than one person any obligation imposed by this agreement on the Owner shall be imposed on those persons jointly and severally.

Conditions:

1. The owner will erect the said structure in strict conformity in all respects with the said plan keeping the space occupied by the works and the space within 300mm of the works clear of all obstruction.
2. The owner will at all times without cost to Wannon Water permit free and unobstructed access to and use of the works by Wannon Water and its officers and/or its contractors for the purpose of inspection, clearing, cleansing, repairing or otherwise dealing with the works.
3. The owner will bear all risks incidental to the erection, use and maintenance of the said structure and shall not have any claim of any kind against Wannon Water arising out of the existence of the works. The owner will keep Wannon Water indemnified against all claims, demands, proceedings, damages, expenses or costs by or at the instance of any person or body in relation to or in connection with or resulting from the said structure and the erection, use or maintenance of the said structure of the use of the said structure as a means or way of access to or egress from the works in any other way whatsoever.

Consent to erect a structure in accordance with section 148 of the *Water Act 1989*

4. Where the works require works to be undertaken, including but not limited to cleaning, repairing or replacement, Wannon Water will as far as may be practicable carry out such work without entering upon or disturbing the said structure PROVIDED ALWAYS that if and so far as it may be impracticable to execute any such work without entering upon or disturbing the said structure, it shall be lawful for Wannon Water, its officers and/or its constructors to enter upon the said structure after giving one hour's notice in writing of their intention so to do and if necessary to break up the floor thereof and do all such things as may be necessary for the execution of such work committing always as little damage as possible. THE OWNER WILL PAY within thirty (30) days of written demand by Wannon Water so much of the cost of the work as may be due, including but not limited to:
 - (a) Any damage caused by the works blocking or collapsing as a result of the said structure or of any part or parts thereof; and
 - (b) Any damage caused to the works by the said structure or any part thereof; and
 - (c) The increased difficulty of executing such work in consequence of the existence of the said structure.
5. The owner will pay all costs and expenses incidental to this agreement and any work done by Wannon Water involved in or due to or arising out of the construction of the said structure over the works.
6. The owner will comply with any specific conditions as specified in Annexure A in relation to works on the works at no cost to Wannon Water.
7. Unless the said structure is commenced within twelve (12) months from the date of this consent or any extension which Wannon Water may give in writing to the owner, this consent shall lapse.
8. Any notice or demand required to be given to the owner shall be deemed to be received by the owner if Wannon Water leaves such notice or demand at the property the subject of this application or by posting the notice and/or demand by prepaid ordinary mail to the said owner.

Consent to erect a structure in accordance with section 148 of the *Water Act* 1989

Release

On a person ceasing to own any part of the land, that person shall be released from the obligations of that person as owner under this agreement, save to the extent that any right has arisen against such owner prior to such cessation.

Fee

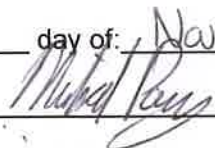
The fee applicable for the inspection of the proposed works and the preparation and administration of the agreement is required to be paid at the time of lodging this application.

I/We the owner(s) of the subject property agree to be bound by all the conditions set forth in this document and hereby acknowledge that I/we will notify by full and open disclosure any prospective purchasers of the subject property the details of the agreement.

I/We understand and accept that this agreement will continue in perpetuity at Wannon Water's discretion and will apply equally to future owners of the subject property as it does to myself.

Dated the: 1ST day of: November 2023.

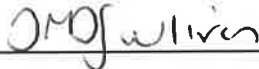
Signed (Registered Proprietor):



Print Name:

Michael Parry

Witnessed:



Print Name:

Dianne O'SULLIVAN

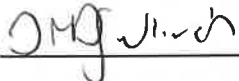
Signed (Registered Proprietor):



Print Name:

Danielle Parry

Witnessed:



Print Name:

Dianne O'SULLIVAN

APPROVED BY WANNON WATER ON:

Authorised Officer:

APPROVED

By Kris Penny at 11:06 am, Nov 02, 2023

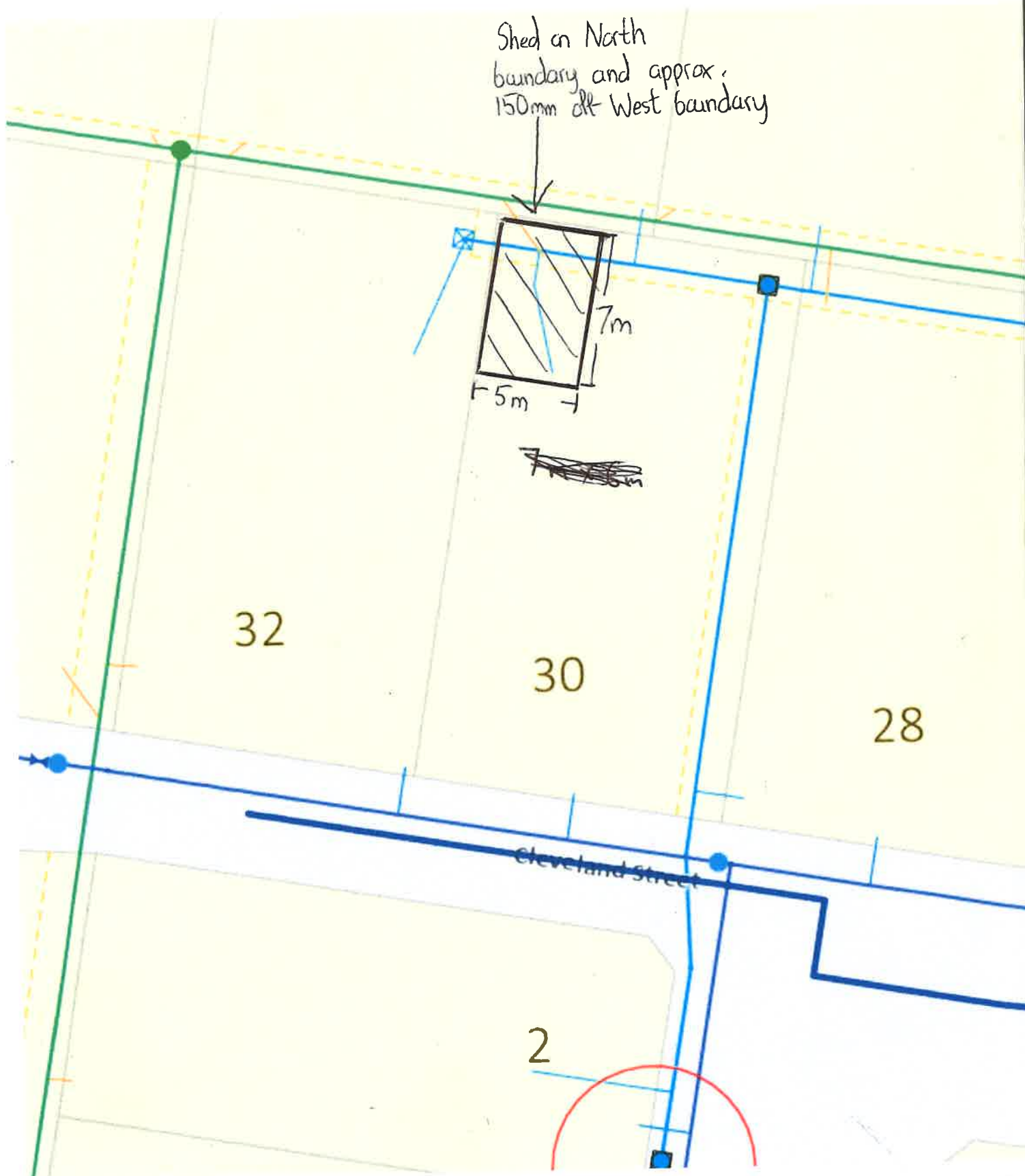
Title:

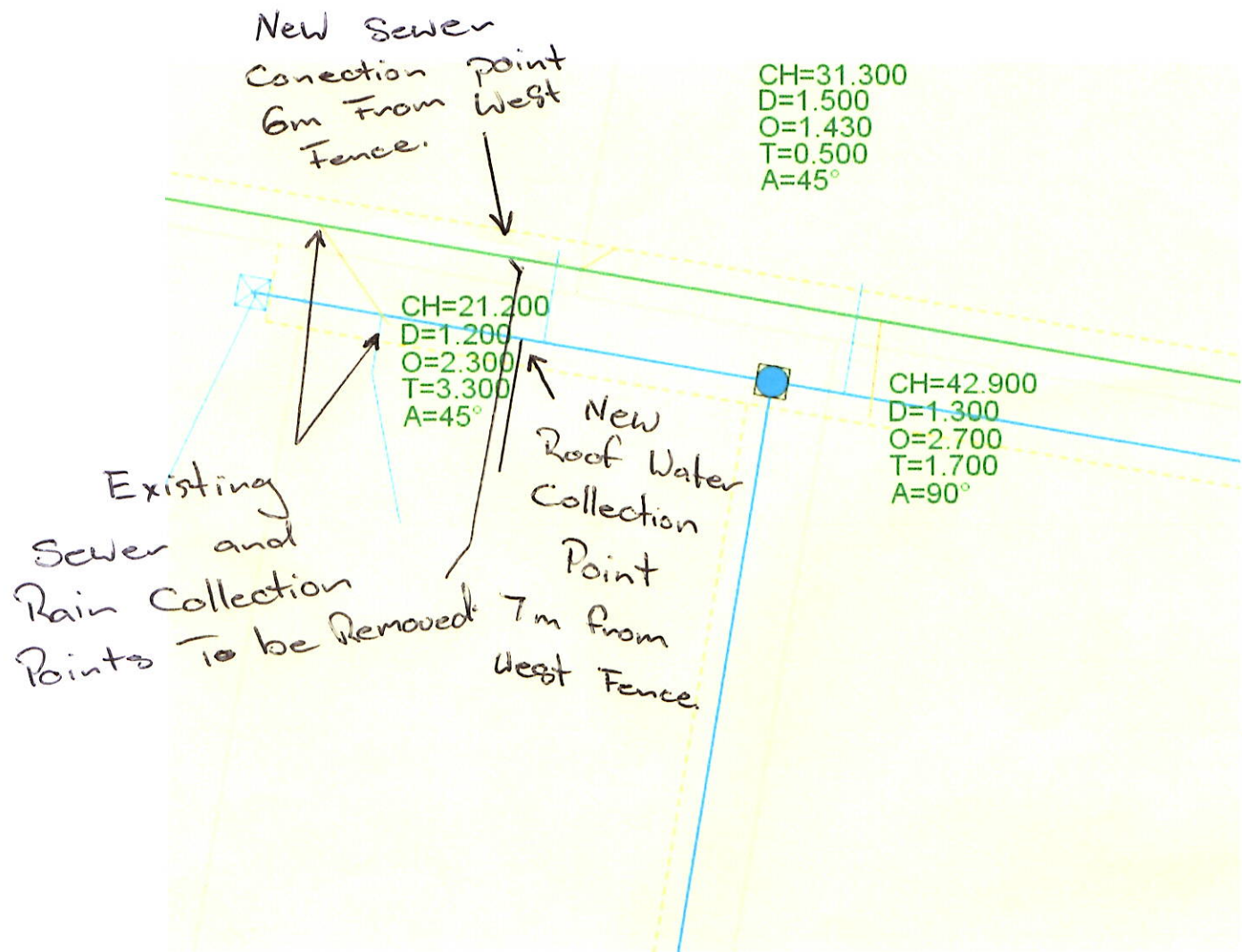
Wannon Water takes all reasonable steps to protect any information received and is bound by the Information Privacy Principles under the *Privacy Act* 2000.

Abtech Plumbing & Excavation

From:
Sent:
To:
Subject:

Kris Penny <kris.penny@wannonwater.com.au>
Thursday, 9 March 2023 3:23 PM
paton.abtech@gmail.com
assets





Michael Parry
30 Cleveland St., Warrnambool.

From: [Matt Porter](#)
To: [Michael Parry](#)
Subject: Access permission
Date: Thursday, 1 December 2022 3:47:42 PM

G'day Michael,

Thanks for the call and asking about permission to use our block as access for work on your property. That's no worries. I'll include a more formal email below.

Cheers

Matt

To whomever it may concern,

As the owner of the block on 42 Wangoom Road, Warrnambool, I give permission for Wannon Water and any other services needed to conduct the sewer work discussed, to access the rear of Michael Parry's block through our property. I understand a section of the fence will be removed to conduct the work and it will be replaced in the same condition.

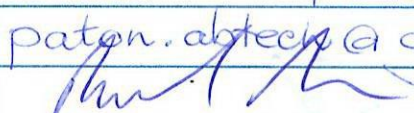
Kind regards

Matt Porter

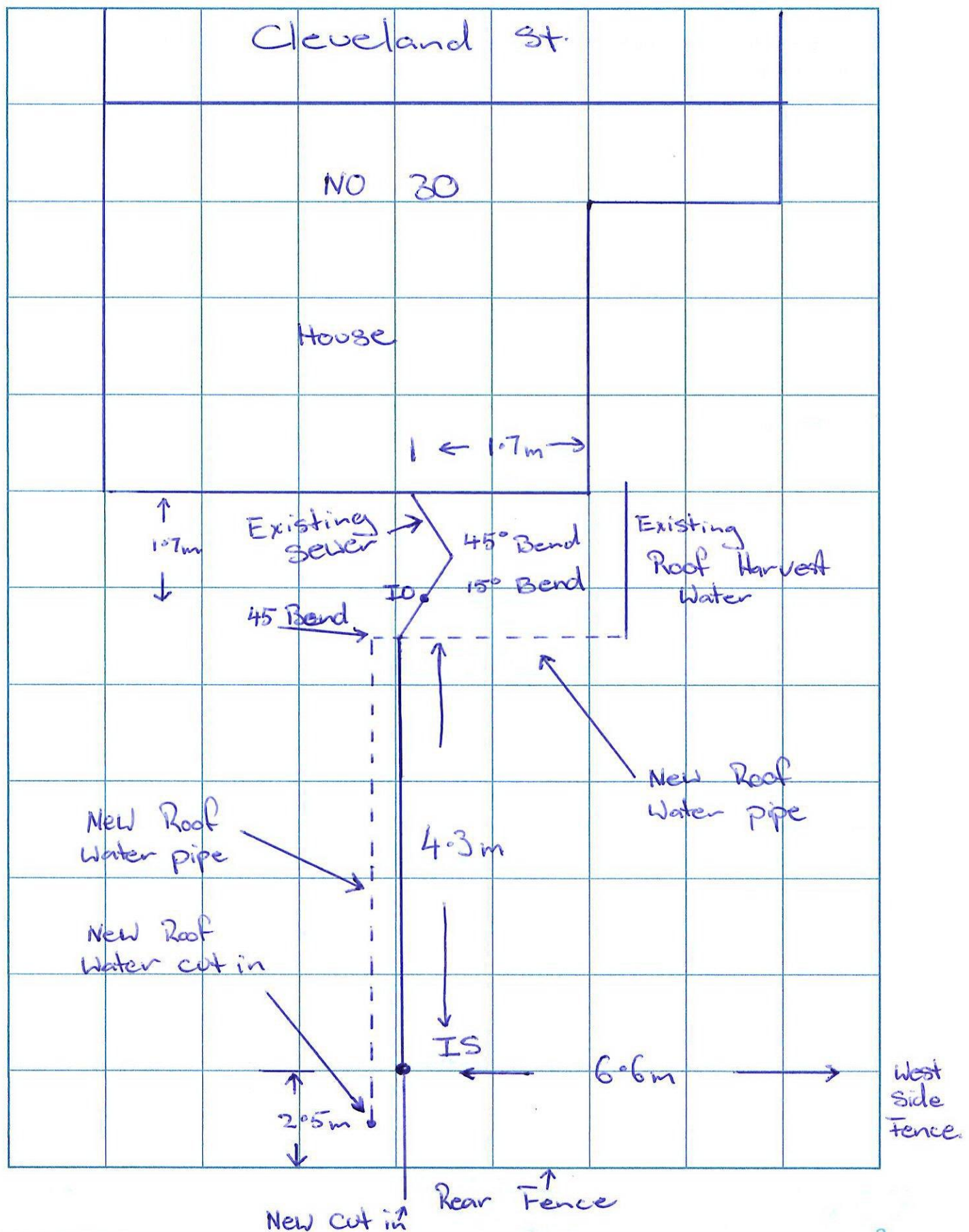
0490 936 517

As-Constructed Private Sewerage Plan

To be completed by a licensed plumber for all sewerage work undertaken on Private, Commercial, Industrial and Multiple Occupancy Properties

Plumbing Industry Commission Consent No:	09000907739
Property details	
Address:	30 CLEVELAND ST
Town:	WARRNAMBOOL 3280
Lot No:	24
Subdivision Plan No:	PS 629297R
Crown Allotment:	
Plumber details	
Business name:	ABTECH PLUMBING & EXCAVATION PTY LTD
Phone No:	0408 812 393
Postal address:	4 COOPER ST, WARRNAMBOOL 3280
Email:	paton.abtech@gmail.com
Signature (of plumber):	 ROBERT PATON
Certificate of Compliance:	17119432
Date of installation:	27/10/2023
Property number (Office Use Only)	
<p>As-Constructed Plan should consist of:</p> <ul style="list-style-type: none"> • Inspection openings, inspection shafts and overflow relief gullies • Outline of block and house and/or sheds • North point and road names • All measurements and ties • All works to comply to the AS 3500 • Location of existing and combined sewer drains • Location of sewer access points. <p>As-Constructed Plan must be submitted to Wannon Water within ten (10) working days of connection.</p>	

To be completed by a licensed plumber for all sewerage work undertaken on private, commercial, industrial and multiple occupancy properties



ENGINEERING SCHEDULE

CERTIFIED STEEL PORTAL FRAME SHED DESIGN FOR "REGION A" TERRAIN CATEGORY 2.0, 2.5 & 3.0 - IMPORTANCE LEVEL 2.

Internal Pressure: 0.5

Design Snow Load: 0.00 KPa, Roof Snow Load: 0.00 KPa

Customer: Michael Parry

Site Address: 30 Cleveland Street, Warrnambool VIC 3280

Main Building: Span: 5, Length: 7, Height: 3, Roof Pitch: 11 degrees

The length being comprised of 2 bays, the largest bay is 3.5m bays.

Left LeanTo: NA

Right LeanTo: NA

Total Kit Weight: 1136.71kg

INTERNAL PORTALS
Column: C15024
Rafter: C15024
Knee Brace: C10010
Knee Brace Length: 1100
Apex Brace: NA
Apex Brace Length: NA

END PORTALS
Column: C15024
Rafter: C15024
Knee Brace: NA
Knee Brace Length: NA
Apex Brace: NA
Apex Brace Length: NA
Endwall Mullion: C15024

LEFT LEAN TO PORTALS
Internal Column: NA
Internal Rafter: NA
End Column: NA
End Rafter: NA
Knee Brace: NA
Knee Brace Length: NA

RIGHT LEAN TO PORTALS
Internal Column: NA
Internal Rafter: NA
End Column: NA
End Rafter: NA
Knee Brace: NA
Knee Brace Length: NA

NOTE: All unclad intermediate columns are always back to back (refer to drawing: Floor Plan).

PURLINS AND GIRTS
Eave Purlin: C10010
Side Wall Girts: TH64075
Front End Wall Girts: TH64075
Back End Wall Girts: TH64075
Roof Purlins: TH64075
Max Spacing: 1250
Overlap: 10%
Max Spacing: 1250
Overlap: 10%
Max Spacing: 1250
Overlap: 10%
Max Spacing: 1050
Overlap: 10%

NOTE: Girt spacing will vary to a maximum 1.25m where window/s are located.

FASTENERS
Sleeve Anchor Bolts: M12x80 Sleeve Anchor Yellow Zinc
Frame Bolts: M12x30 Purlin Assembly Zinc (Mild)
Frame Screws: Frame Screw 14x14x22
Cross Bracing Strap: NA
Open Bay Header Height: NA

COLOUR SCHEDULE
Roof Sheets: Smooth Cream
External Wall Sheets: Smooth Cream
Roller Doors: Slate Grey
Flashings: Slate Grey
PA Doors: Slate Grey
Windows: NA

DOMESTIC & LIGHT INDUSTRIAL STEEL PORTAL FRAME SHED STRUCTURES

This structure is designed in compliance with AS4600, AS3600 and AS1170 1 to 4 as Importance Level 2 with a Live Load of 0.25kPa as "Air Leaky Structures" providing stability when openings are prevalent.

The structures are clad with corrugated pre-painted finish, 0.42mm walls and 0.42mm roof (compliant with AS1562.1 Metal) over cold formed 450 to 550mPa galvanized steel C sections primary frames.

Primary framing is fastened together with 4.6 Class galvanized bolts adequately tensioned on ground prior to erection.

Secondary framing steel bracing, with purlins and girts lapped, are all tek fastened to primary steel with a minimum of two (2) teks per connection as specified in details.

All rainwater products are compliant with AS2179.1 (Metal).

ENGINEERING

The undersigning engineer has checked that the design of the structure complies with relevant current Australian Standards as stated above and the following i.e AS4671- 2001 Steel Reinforcing materials, AS3600 - Concrete structures. However, he will not be present during construction, neither will he conduct inspections nor construction supervision.

The class 10a buildings are designed for erection on pad footings or slab based on soil of classification "A"- "P" with minimum bearing capacity 100kPa (i.e. organic soil is to be removed to a suitable material below natural surface).

Where (suitable) fill is required to level the site, it should be placed and compacted in layers of 150mm maximum.

Concrete pad footings and slab supply and placement is to be in compliance with AS2870-2011 Residential Slabs & Footings, AS3600-2009 Concrete Structures for A2 and B2 exposure (i.e. 25mPa strength @ 28 days strength) with recommended slump 75 to 80mm for light pneumatic tyred traffic all trafficable floors.

For sites where these conditions are considered to be inadequate, a customized foundation design for the structure can be supplied to suit a specific purpose.

CONSTRUCTION

Erection of the structure is to be in compliance with local and state ordinances,

Occupational Health and Safety Regulations and with plans provided.

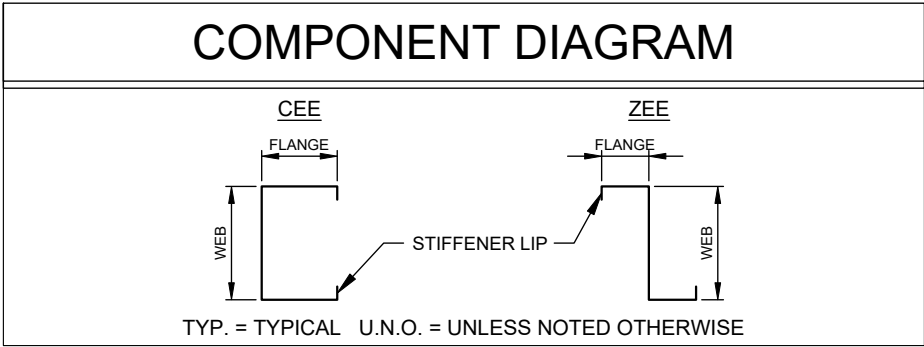
GENERAL

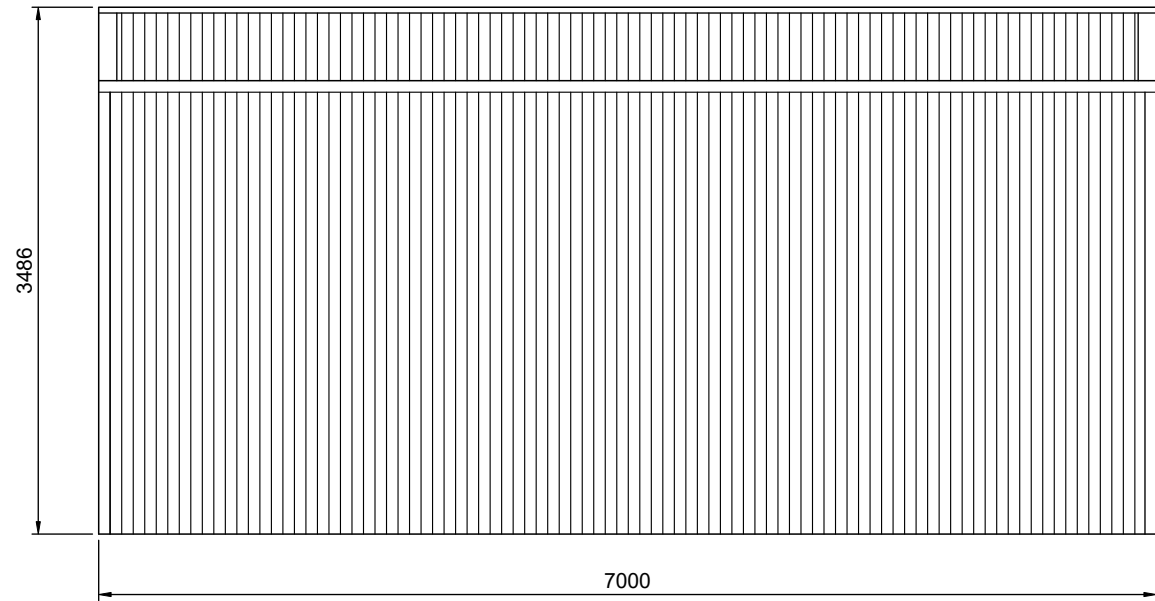
The designs as portrayed on the drawings remain the intellectual property of Best Sheds Pty Ltd and are provided for building approval and construction purposes only and are only valid when blue ink signed and dated by the engineer.

SNOW LOAD

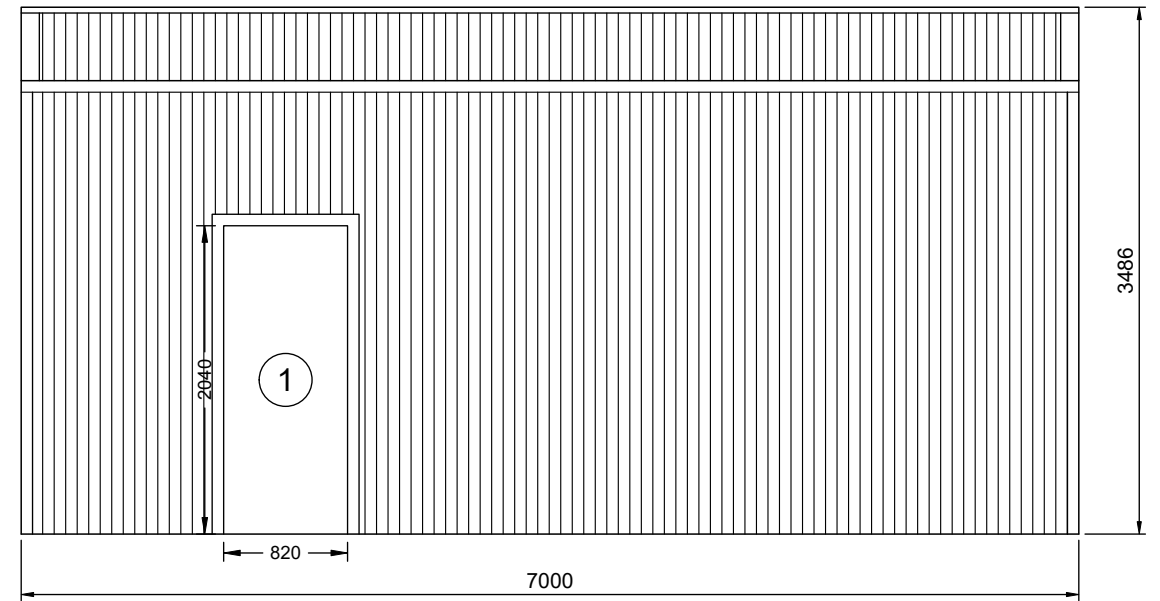
Following conditions only apply to buildings with snow loading:

- No maintenance or roof traffic permitted on the roof while there is snow present.
- No other structure to be erected within 500mm of the gutters of this building.

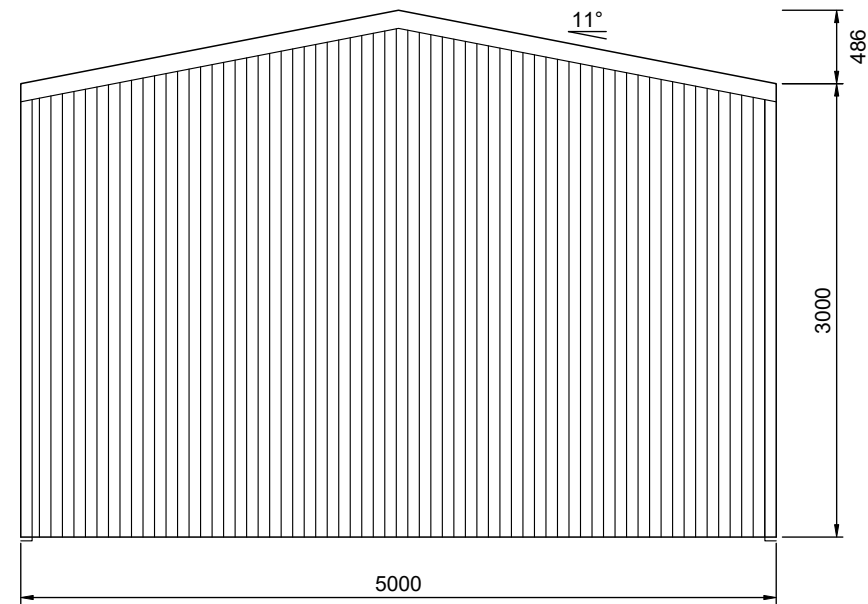




1 RIGHT ELEVATION
2 SCALE: 1:50



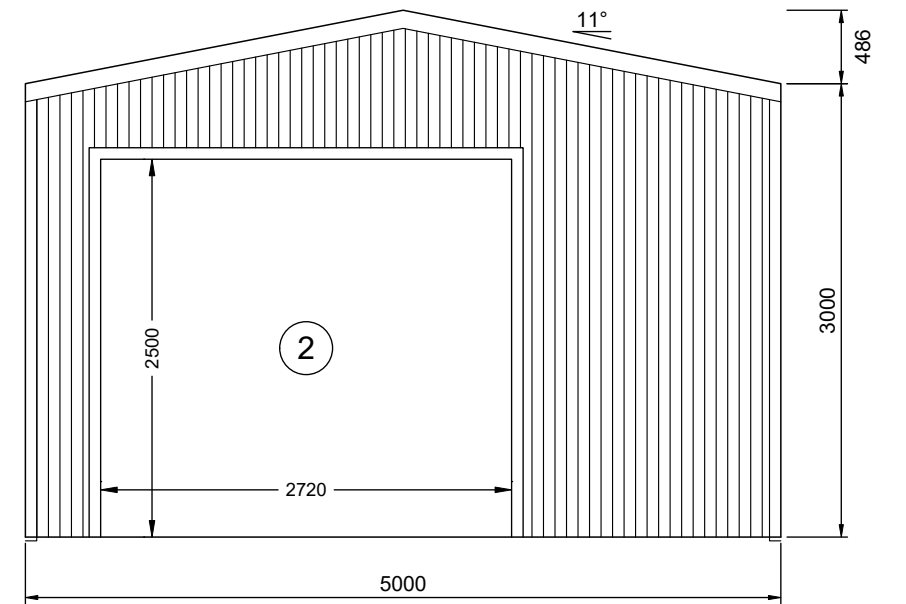
2 LEFT ELEVATION
2 SCALE: 1:50



2 FRONT ELEVATION
3

SCALE: 1:50

FRAME #1



1 REAR ELEVATION
3

SCALE: 1:50

FRAME #3



151 Smeaton Grange Road,
Smeaton Grange, NSW, 2567
Phone: 02 4648 7777
Fax: 02 4648 7700
Email: sales@bestsheds.com.au



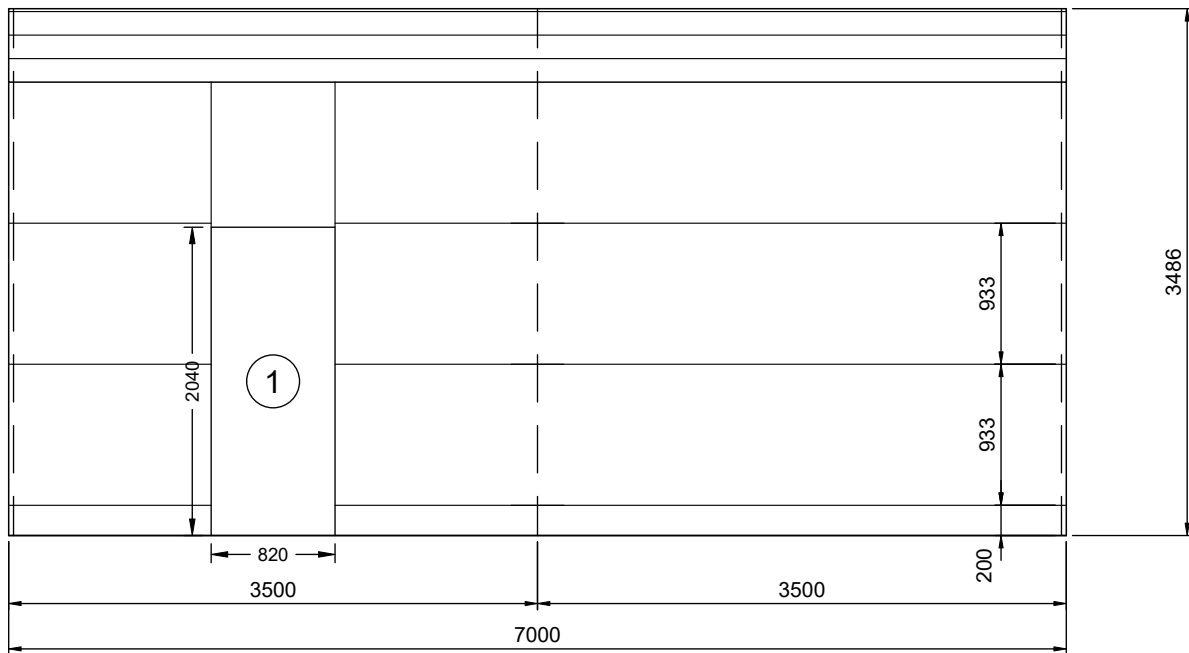
CIVIL & STRUCTURAL ENGINEERS
COMMERCIAL - INDUSTRIAL - RESIDENTIAL - FORENSIC - STEEL DETAILING
CAMILO PINEDA MORENO
Bend MIEAust RPEng
RPEQ 15562 TBP PE003976 (VIC)

Signature:

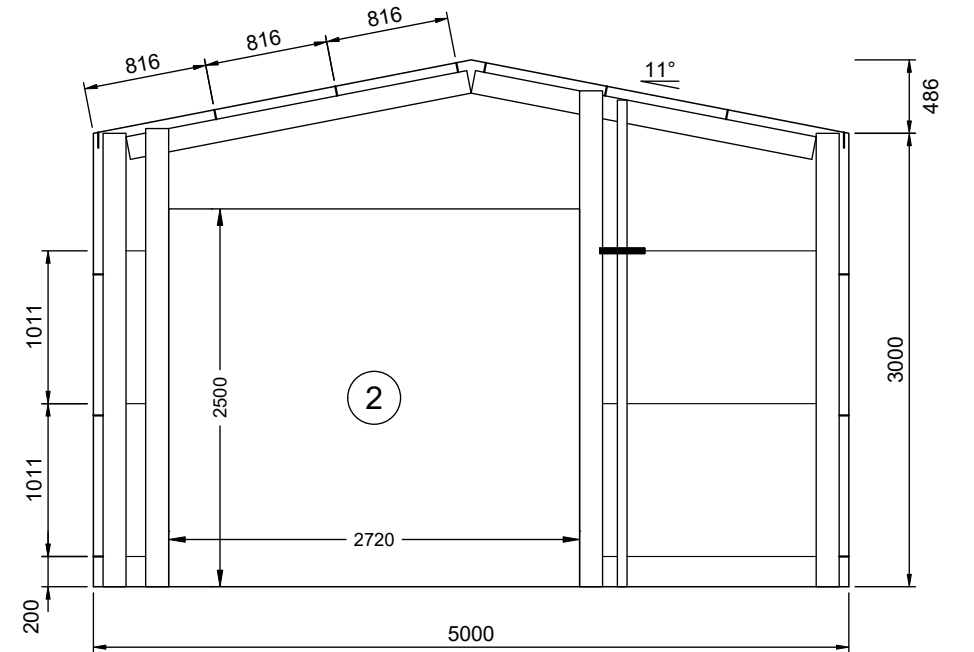
Date: 22.03.2023

Customer Name: Michael Parry
Site Address: 30 Cleveland Street
Warrnambool,
VIC, 3280

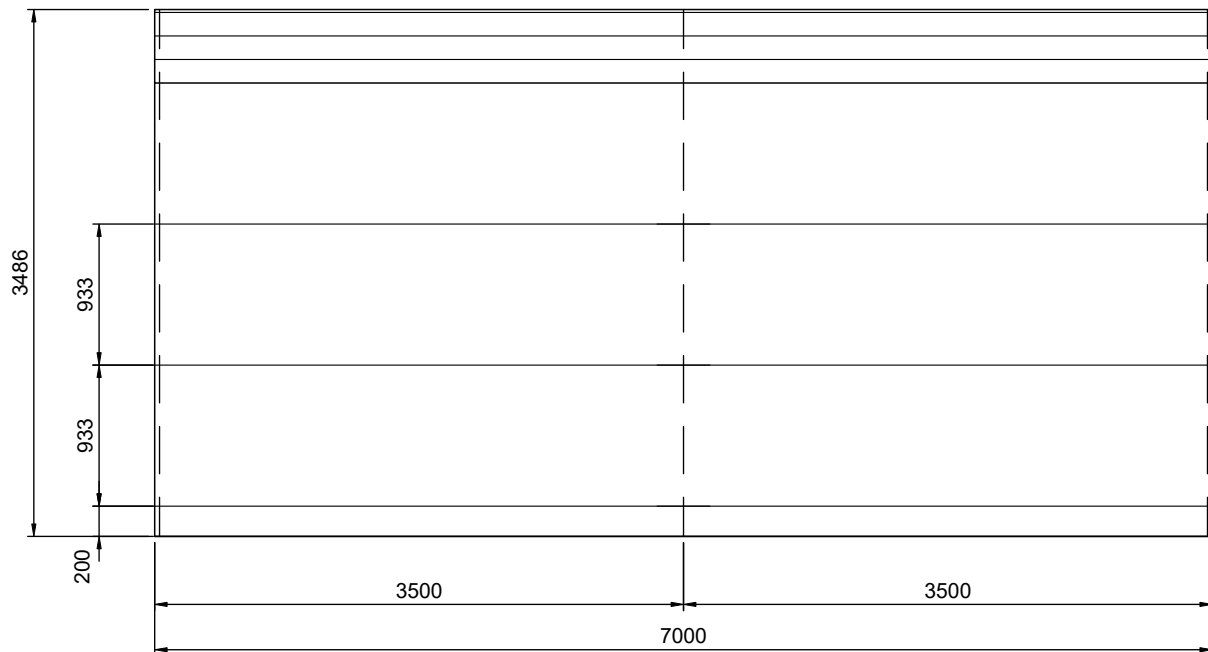
DATE 22-03-2023
JOB NO. 3091577491
SHEET 3 of 8



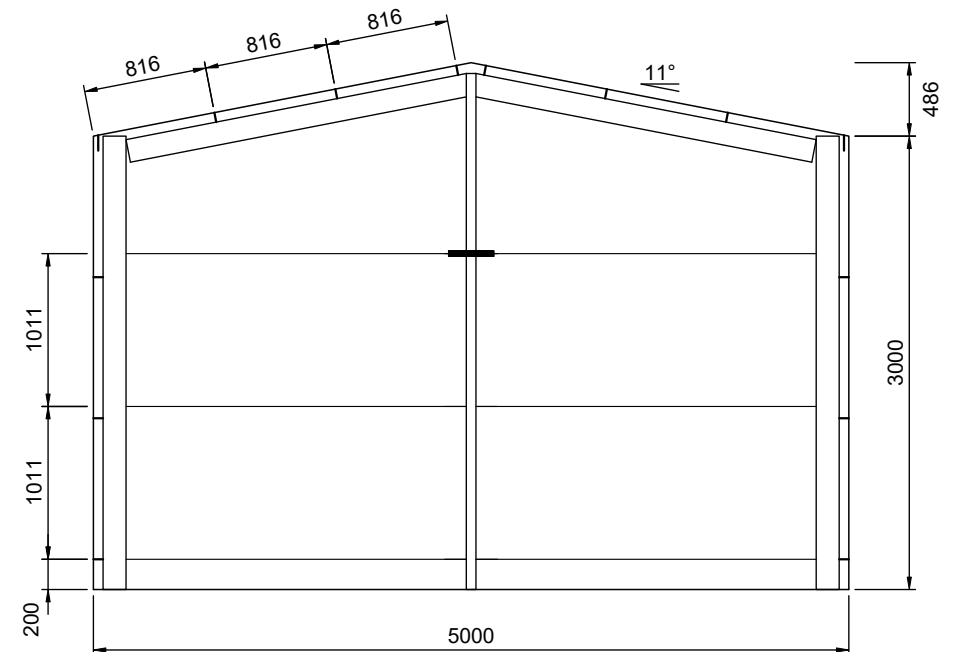
2 LEFT ELEVATION
4 SCALE: 1:50



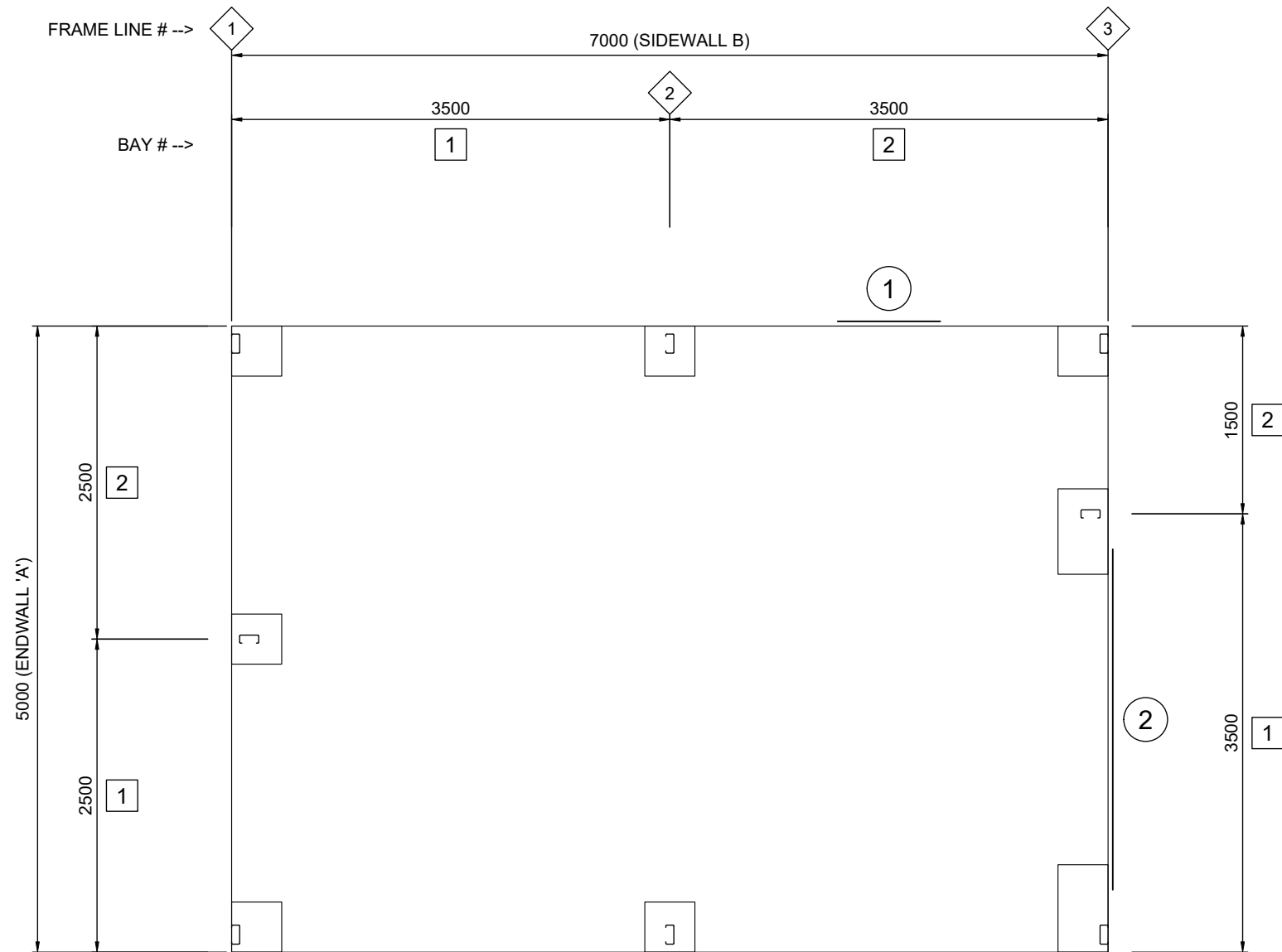
3 REAR ELEVATION
4 SCALE: 1:50 FRAME #3



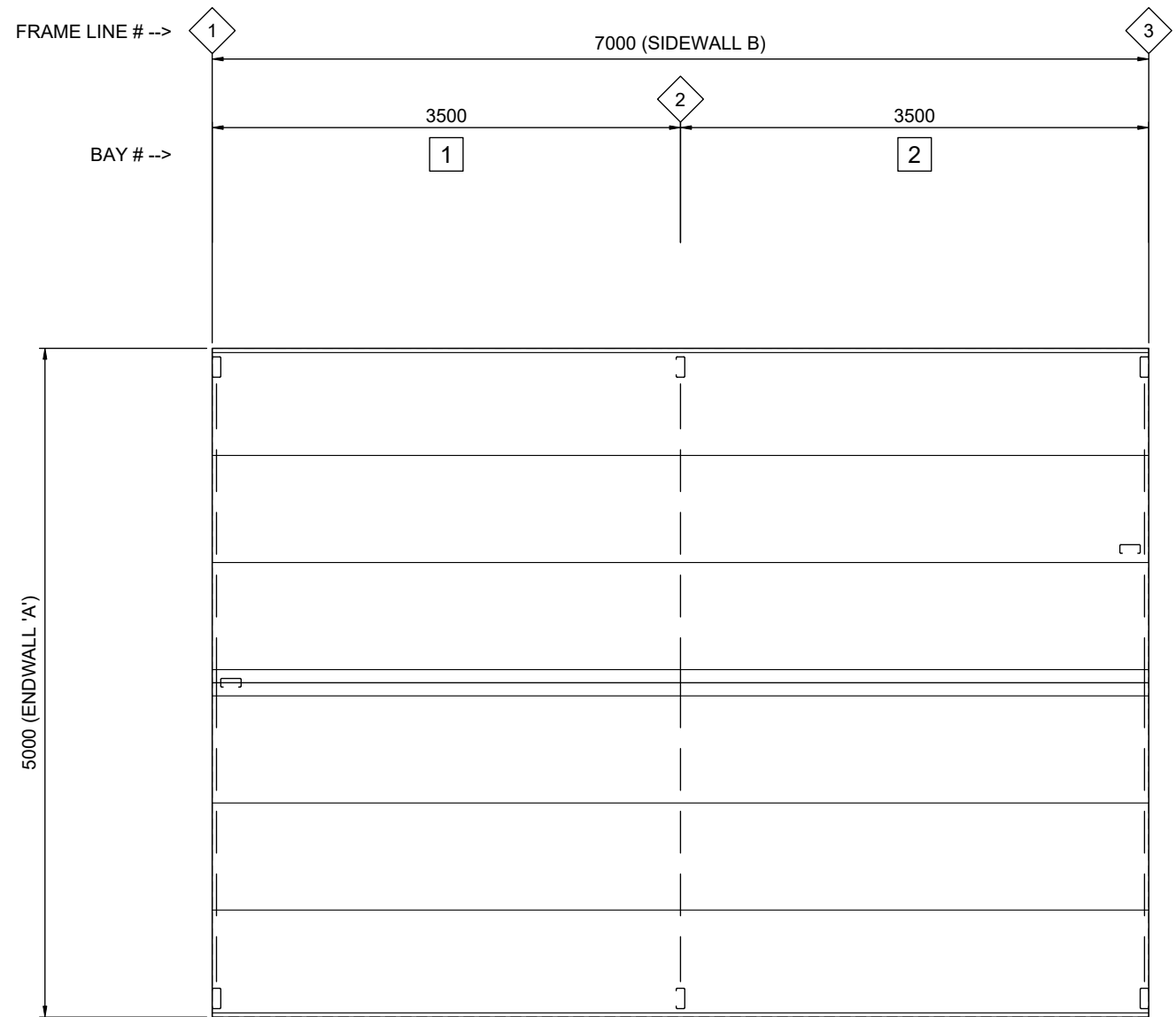
1 RIGHT ELEVATION
4 SCALE: 1:50



4 FRONT ELEVATION
4 SCALE: 1:50 FRAME #1

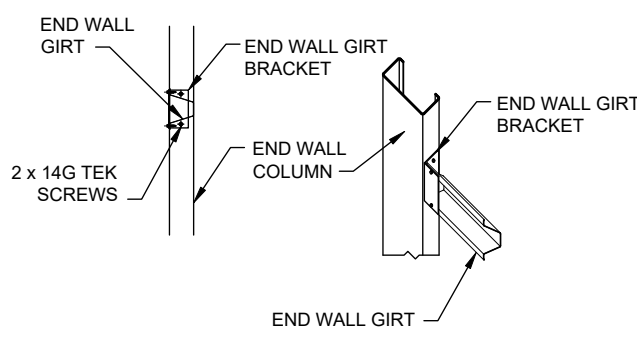
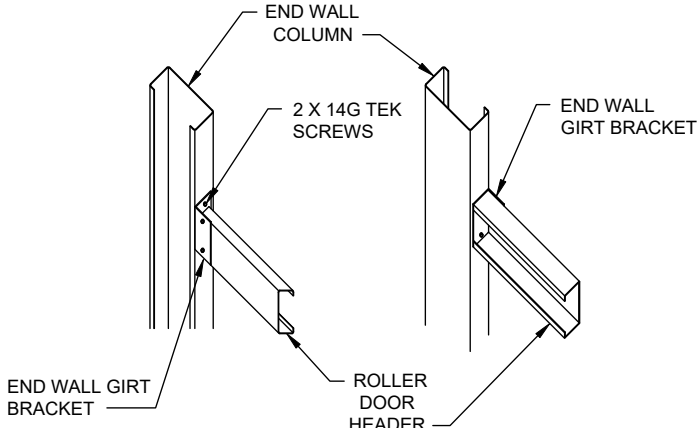
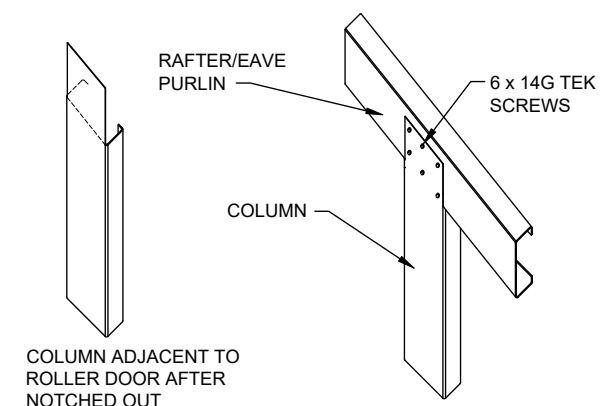
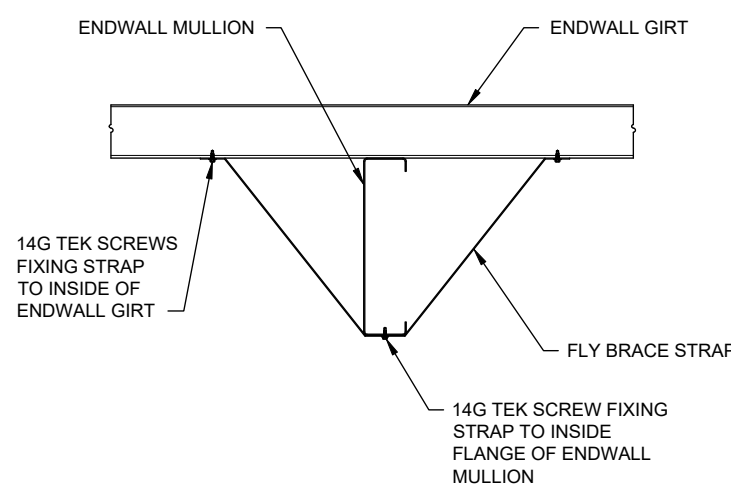
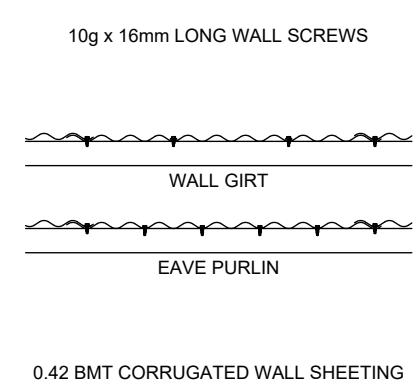
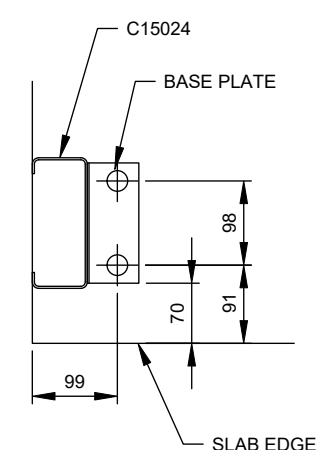
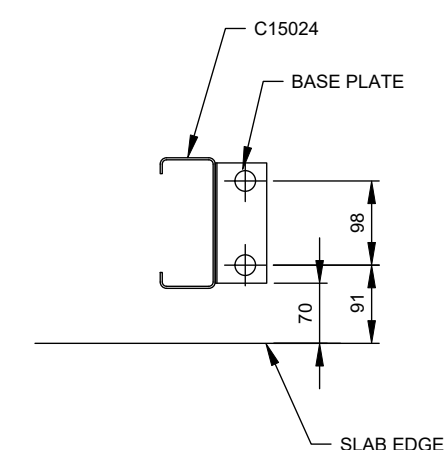
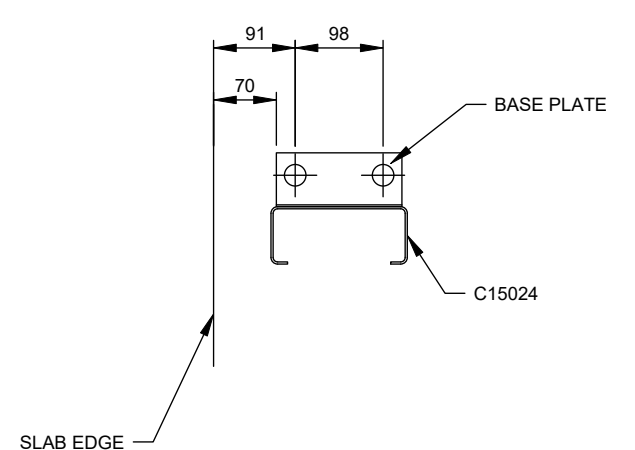


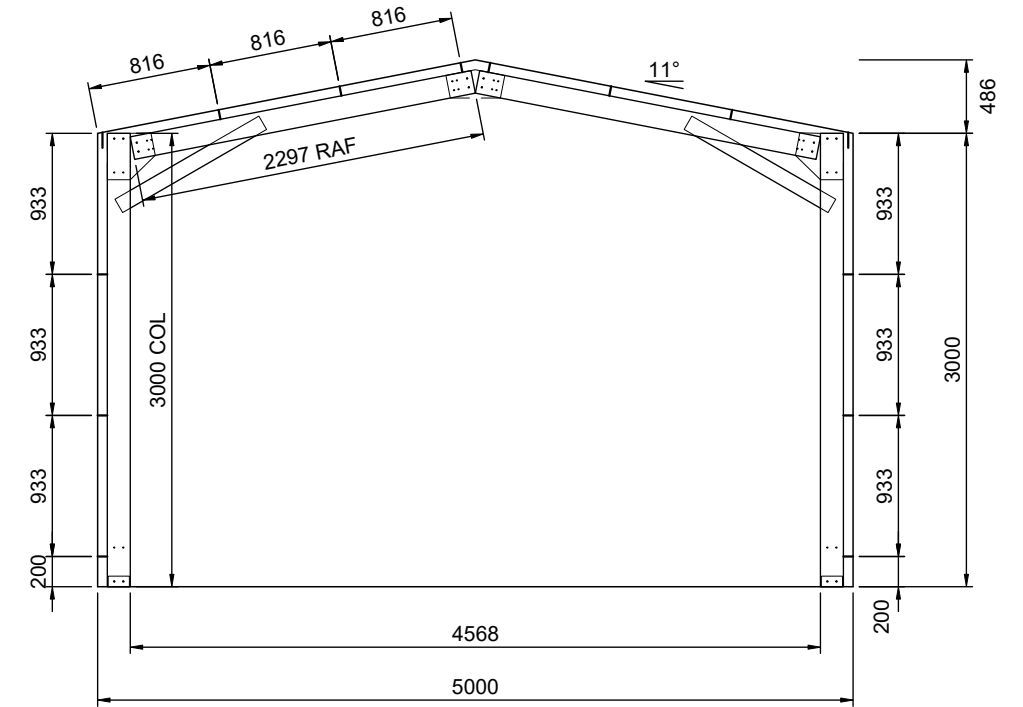
1 FLOOR PLAN
5 SCALE: 1:50



2 ROOF FRAMING PLAN
5 SCALE: 1:50

<div> <div>SLAB FOUNDATIONS DOMESTIC / LIGHT INDUSTRIAL</div> <div>(100mm MINIMUM CONCRETE SLAB INCLUDED)</div> <table> <tr> <th>SOIL CLASSIFICATION (COMPACTED)</th><th>REINFORCING IN SLAB</th><th>EDGE BEAM</th><th>PIER</th><th colspan="2">EDGE BEAM (slab thickness not included)</th></tr> <tr> <th></th><th>MESH REINFORCING</th><th>TRENCH MESH</th><th>Ø x DEPTH</th><th>DEPTH</th><th>WIDTH</th></tr> <tr> <td>A, S, & M</td><td>SL72</td><td>---</td><td>450 x 400</td><td>---</td><td>---</td></tr> <tr> <td>M - D</td><td>SL82</td><td>L11TM3</td><td>---</td><td>300</td><td>300</td></tr> <tr> <td>H TO H - D</td><td>SL82</td><td>L11TM3</td><td>---</td><td>400</td><td>300</td></tr> <tr> <td>E TO E - D</td><td>SL82</td><td>L11TM4</td><td>---</td><td>400</td><td>400</td></tr> <tr> <td>P (DROP EDGE BEAM OR STANDARD EDGE BEAM WITH PIERS UNDER COLUMNS 300 INTO FIRM GROUND)</td><td>SL82</td><td>L11TM4</td><td>450Ø</td><td>400</td><td>400</td></tr> </table> <div> <div>THICKNESS: 100MM WITH MINIMUM 30MM COVER. REFER TO SLAB FOUNDATION TABLE FOR REINFORCING SPECIFICATION</div> <div>STRENGTH: 25mPa</div> </div> <div> </div> </div>						SOIL CLASSIFICATION (COMPACTED)	REINFORCING IN SLAB	EDGE BEAM	PIER	EDGE BEAM (slab thickness not included)			MESH REINFORCING	TRENCH MESH	Ø x DEPTH	DEPTH	WIDTH	A, S, & M	SL72	---	450 x 400	---	---	M - D	SL82	L11TM3	---	300	300	H TO H - D	SL82	L11TM3	---	400	300	E TO E - D	SL82	L11TM4	---	400	400	P (DROP EDGE BEAM OR STANDARD EDGE BEAM WITH PIERS UNDER COLUMNS 300 INTO FIRM GROUND)	SL82	L11TM4	450Ø	400	400
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E TO E - D	SL82	L11TM4	---	400	400																																										
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Z		ALTERNATE PIER DETAIL		H																																											
I		ROOF SHEETING																																													
Y		SLAB DETAIL		F																																											
E		PURLIN CONNECTION		G																																											
A		HAUNCH CONNECTION		C1																																											
B		APEX CONNECTION		C2																																											

							
N	ENDWALL GIRT BRACKET	O	END DOOR HEADER AND JAMB	P	COLUMN ADJACENT TO ROLLER DOOR	Q	FLYBRACE
							
J	WALL SHEETING	K	CORNER COLUMN BASE	L	INTERNAL COLUMN BASE	M	ENDWALL MULLION BASE



1
8

TYP. FRAME CROSS-SECTION

SCALE: 1:50

FRAME 2



PO Box 198, WARRNAMBOOL
Victoria 3280

TELEPHONE: (03) 55594800
FACSIMILE: (03) 55594900

WARRNAMBOOL
CITY COUNCIL

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of the Local Government Act 1989

Applicant: Victorian Land Registry Services Pty Ltd
Level 13, 697 Collins St
DOCKLANDS VIC 30008

Date Issued: 30 June 2025
Certificate No: **CerR/D014581**

Applicants Ref: 62170

This certificate provides information regarding Valuations, Rates, Charges and other monies owing and any orders and notices made under The Local Government Act 1958, The Local Government Act 1989 or under a local law or By-law of the Warrnambool City Council.

This certificate **is not required** to include information regarding Planning, Building, Health, Land Fill, Land Slip, other flooding information or Service Easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Property Number: 17802
Property Address: 30 Cleveland St WARRNAMBOOL VIC 3280
Property Description: ALLOT Lot 24 PS 629297R PSH WAN TSH WARR
Improvements: Detached Dwelling

Statement of Rates and Charges for **THE YEAR ENDING 30th June 2025** declared by the Council on 1st July 2024

Current Rates and Charges

Rate Category	Other Land Rate
Current Year's General Rates	\$1,873.95
Current Year's Garbage Charge	\$417.00
Current Year's Fire Service Levy	\$191.60
Current Year's Fire Hazard	\$0.00
Current Year's Municipal Charge	\$302.75
Special Rate & Charges	\$0.00
Cultural & Recreation Land Rates	\$0.00
Current Rates Year's Charges - SUB TOTAL	\$2,785.30
Current Rates Year Adjustments\Payments	
Arrears	\$2.81
Payments Received	\$-2,788.11
Current Rates Year Adjust\Payments - SUB TOTAL	\$-2,785.30
TOTAL BALANCE OUTSTANDING	\$0.00

PROPERTY NO: 17802

PROPERTY VALUATIONS:	SITE VALUE	\$280,000
	CAPITAL IMPROVED VALUE	\$685,000
	NET ANNUAL VALUE	\$34,250
	DATE OF VALUATION	01/01/2024
	OPERATIVE DATE OF VALUATION	01/07/2024

****** PLEASE NOTE ******

1. Amounts outstanding on this Certificate are valid as at the date issued. For Settlement purposes another Certificate should be obtained after 60 days.
2. **Estimated Total 2025/26 Rates & Charges \$2,906.20**

IT IS RECOMMENDED THAT AN UPDATED BALANCE BE CONFIRMED NO EARLIER THAN 3 BUSINESS DAYS PRIOR TO SETTLEMENT. TO OBTAIN THE EXACT BALANCE OUTSTANDING PLEASE REFER TO THE BELOW LINK.

<https://www.warrnambool.vic.gov.au/payments>

Please Note - an Administration charge of \$38.00 is applicable for all refunds and balance adjustments required to be processed from this office due to the incorrect payment of Settlement funds.

FOR PROPERTIES SUBJECT TO SUBDIVISION OR CONSOLIDATION - IF YOU HAVE ANY QUERIES REGARDING THE CURRENT STATUS AND APPLICABLE BALANCE, PLEASE DO NOT HESITATE TO CONTACT COUNCIL'S REVENUE DEPARTMENT ON PHONE 03 5559 4800.

OTHER INFORMATION:

1. There ARE NO notices or orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, any other Act or Regulation, or under a Local Law of the Council, which have a continuing application at the date of the Certificate.
2. There ARE NO monies owed for works under The Local Government Act 1958.
3. There IS NO potential liability for the land to become rateable under Section 173, 174A, of The Local Government Act 1989.
4. There ARE NO outstanding amounts required to be paid, and/or transfers to be made to Council, for Recreational purposes under Section 18 of The Subdivision Act 1988 or The Local Government Act 1958.
5. There ARE NO monies owed under Section 227 of The Local Government Act 1989.

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Warrnambool City Council together with any Notices pursuant to The Local Government Act 1989, Local Laws or any other legislation.

I acknowledge having received the payment for this certificate.



Authorised Officers

PEXA Details

Biller Code: 94276

Cust Ref No: 178020

Email: contact@warrnambool.vic.gov.au

PROPERTY INFORMATION CERTIFICATE

BUILDING REGULATIONS 2018
REGULATION 51(1)



Applicant: Anderson Partners C/- InfoTrack (LEAP) C/- LANDATA

Your Ref: 62170

Email: landata.online@victorianlrs.com.au

Property: 30 Cleveland St WARRNAMBOOL VIC 3280

Vol/Fol: 11262 / 233

Lot/PS: Lot 24 PS 629297R

Municipal District: Warrnambool City Council

Registered Owner: Michael J Parry & Danielle L Parry

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

Building Permit Number:	BS-U 44830/6998661260143
Building Surveyor Registration No:	BS-U 44830
Description of Works:	Construction of Storage Shed
Building Permit Issued:	17/11/2023
Certificate of Final Inspection Issued:	11/10/2024

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

No record

c) Details of any current notice or order issued by the Relevant Building Surveyor under the Act:

No record

Paul Jarvis
PLANNING SUPPORT COORDINATOR

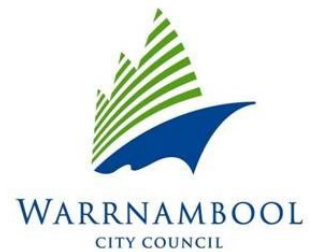
Date: 14/07/2025

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMITBuilding Permit Number: **6998661260143**Date of Issue: **17 November 2023****ISSUED TO**

Owner: **Michael Parry**
Postal Address: **30 Cleveland Street WARRNAMBOOL VIC 3280**
Email: ***mparry44@hotmail.com***
Address for serving or giving of documents: **30 Cleveland Street WARRNAMBOOL VIC 3280**
Contact Person: **Michael Parry** Telephone: **0408 529 625**

PROPERTY DETAILS

Number	30	Rd/St	Cleveland Street	City	Warrnambool	Postcode	3280
Lot/s	24	LP/PS	629297R	Volume	11233	Folio	845
Crown Allot		Section		Parish		County	
Municipal District		Warrnambool City Council					

BUILDERName: **Michael Parry** Telephone **0408 529 625**Address: **30 Cleveland Street WARRNAMBOOL VIC 3280****DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS:**

- a) To be engaged in the building work:
- b) Who were engaged to prepare documents forming part of the application for this permit
Camilo Pineda Moreno Civil Engineer PE0003976

NATURE OF THE BUILDING WORK Construction of a domestic storage shed

Storeys contained:	1
Version of BCA applicable to permit	2022
Stage of building work permitted	Whole
Cost of building work	\$11,000
Total floor area of new building work	35m²

PRESCRIBED REPORTING AUTHORITIES

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

Reporting authority	Matter reported on or consented to	Regulation no.
Wannon Water	Building over easement	130
Warrnambool City Council	Building over easement	130
Warrnambool City Council	Walls on boundaries	80

BUILDING CLASSIFICATION

Part of building: Storage shed

BCA Classification: 10a

PROTECTION WORK

Protection work **is not** required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory notification stages are:

1. **Foundation – before placing/pouring any footing**
2. **Footing Reinforcement – before pouring an in situ concrete member**
3. **Frame – on completion of framework prior to internal lining or external cladding**
4. **Final on completion of all work**

OCCUPATION OR USE OF BUILDING

A **certificate of final inspection** is required prior to the occupation or use of this building.

COMMENCEMENT AND COMPLETION

This building work must commence by **17/11/2024**

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

This building work must be completed by **17/11/2025**

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

CONDITIONS

This permit is subject to the following conditions:

1. The owner and/or builder shall be responsible to clearly define the boundaries and easements within the allotment.
2. It is the owner's responsibility to ensure that all works comply with any applicable covenants and/or Sec 173 agreements that may affect the land (title). Warrnambool City Council and the relevant building surveyor takes no responsibility whatsoever in relation to the compliance of the proposed works with any applicable covenants or agreements registered to title.
3. All works are to be carried out strictly in accordance with the Building Act 1993, Building Regulations 2018, BCA NCC 2022 Volume 2 and relevant Australian Standards.
4. A copy of the Certificate of Completion under Section 221ZH of the Building Act 1993 for plumbing work on this project to be submitted prior to the issue of the Occupancy Permit or Certificate of Final Inspection.
5. Plumbing works are to comply with NCC 2022 Vol 2 and AS3500.
6. Connect stormwater into existing house system in accordance with AS3500.
7. All roofing is to be installed in accordance with manufacturer's specifications and recommendations and as per the relevant guidelines for safe work on roofs. Install safety mesh under roofing as required.

8. Building elements are to be protected against corrosion in accordance with the relevant parts of NCC 2022.
9. Slab construction to comply with engineers specifications for 'Class H' soil classification.
10. Shed must be constructed strictly in accordance with specifications/drawings.

RELEVANT BUILDING SURVEYOR

Name:	Chris van der Starre
Address:	25 Liebig Street WARRNAMBOOL VIC 3280
Email:	<i>building@warrnambool.vic.gov.au</i>
Building practitioner registration no.:	BS-U 44830
Municipal district:	Warrnambool City Council
Permit no.:	6998661260143
Date of issue of permit:	17 November 2023
Signature:	

FORM 17

Building Act 1993
Building Regulations 2018
Regulation 200



CERTIFICATE OF FINAL INSPECTION

PROPERTY DETAILS

Number	30	Road/St	Cleveland St	City	Warrnambool	Postcode	3280
Lot/s	24	LP/PS	629297R	Volume	11233	Folio	845
Municipal District:	Warrnambool City Council						

BUILDING PERMIT DETAILS

Building Permit number	Version of BCA applicable to building permit
6998661260143	NCC 2022 Vol 2

DESCRIPTION OF BUILDING WORK

Part of building	Permitted use	BCA Class of building
Domestic Shed	Outbuilding	10a

MAINTENANCE DETERMINATION

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

RELEVANT BUILDING SURVEYOR

Name	Chris van der Starre
Address	25 Liebig Street WARRNAMBOOL VIC 3280
Email	<i>building@warrnambool.vic.gov.au</i>
Building practitioner registration no.	BS-U 44830
Municipal District	Warrnambool City Council
Certificate No.	20232017
Date of issue	11 October 2024
Date of final inspection	9 October 2024
Signature	

Property Clearance Certificate

Land Tax



INFOTRACK / ANDERSON PARTNERS

Your Reference:	19350
Certificate No:	91975541
Issue Date:	27 JUN 2025
Enquiries:	ESYSPROD

Land Address:	30 CLEVELAND STREET WARRNAMBOOL VIC 3280
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
38771483	24	629297	11262	233	\$0.00

Vendor: DANIELLE LOUISE PARRY & MICHAEL JOHN PARRY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS DANIELLE LOUISE PARRY	2025	\$280,000	\$0.00	\$0.00

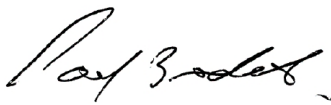
Comments: Property is exempt: LTX Principal Place of Residence.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$685,000
SITE VALUE (SV):	\$280,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91975541

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$280,000

Calculated as \$975 plus (\$280,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,850.00

Taxable Value = \$685,000

Calculated as \$685,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91975541

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91975541

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ANDERSON PARTNERS

Your Reference:	19350
Certificate No:	91975541
Issue Date:	27 JUN 2025
Enquires:	ESYSPROD

Land Address: 30 CLEVELAND STREET WARRNAMBOOL VIC 3280

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38771483	24	629297	11262	233	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	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: \$685,000

SITE VALUE: \$280,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91975541

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANDERSON PARTNERS

Your Reference:	19350
Certificate No:	91975541
Issue Date:	27 JUN 2025

Land Address: 30 CLEVELAND STREET WARRNAMBOOL VIC 3280

Lot	Plan	Volume	Folio
24	629297	11262	233

Vendor: DANIELLE LOUISE PARRY & MICHAEL JOHN PARRY

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91975541

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <p></p> <p>Billers Code: 416073 Ref: 91975540</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p></p> <p>Ref: 91975540</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anderson Partners C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 62170

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

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

30 CLEVELAND STREET, WARRNAMBOOL 3280
CITY OF WARRNAMBOOL

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

Date of issue: 27th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77241689 - 77241689095930 '62170'

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)