

OWEN GEORGE MACKAY AND JACQUILYN JUNE DOUGLAS

to

CONTRACT OF SALE OF LAND

Property: 28a Learmonth Street, Teesdale VIC



**Capital Property Conveyancing
Licensed Conveyancer**

PO Box 159
BANNOCKBURN VIC 3331
Tel: 0492 913 745
Fax:
Ref: AS:26/917

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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.

WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

SIGNED on/...../2026

for and on behalf of:

Name of individual

Signature of individual

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* (Vic)

SIGNED BY THE VENDOR:

SIGNED on/...../2026

for and on behalf of:

Owen George Mackay and Jacquilyn June
Douglas

Name of individual

Signature of individual

State nature of authority, if applicable:

Particulars of Sale

Vendor's estate agent

Name: HF Richardson Real Estate
Address: 5 Retreat Road, Newtown VIC 3220
Email: matt@hfrichardson.com.au
Tel: 5229 8017 Mob: 0400 902 146 Ref: Matt Poustie

Vendor

Name: Owen George Mackay and Jacquilyn June Douglas
Address: 28a Learmonth Street, Teesdale VIC 3328
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Capital Property Conveyancing
Address: PO Box 159, Bannockburn VIC 3331
Email: info@capitalpropertyconveyancing.com.au
Tel: 0492 913 745 Mob: Ref: 26/917

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11242	Folio	835	3	PS 629172N

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 28a Learmonth Street, Teesdale VIC 3328

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

Standard fixtures and fittings of a fixed and permanent nature as inspected.

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 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

~~Lease~~ (general condition 5.1)

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

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

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

OR

☐ a 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* (Vic) 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: _____ 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 CONDITIONS

1. Guarantee

- 1.1 If the purchaser is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing this contract by the purchaser;
- 1.2 If any director of the corporation does not sign the attached guarantee at the time of the signing of this contract by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- 1.3 If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

2. No Warranties

2.1 The Purchaser acknowledges that:

- (a) having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.
- (b) there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and or its servants or agents from any claims or demands in respect thereof.

3. Identity of the land mistakes and omissions

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

4. Property - Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance with the Victorian Building Regulations, Plumbing Industry, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause. Any failure to comply with any one or more of the above laws or regulations shall not be deemed to constitute as a defect in the Vendors title and the purchaser shall not require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections, including any outstanding sanitary plumbing works or any requirement to fence any pool or spa or install smoke detectors.

5. Easements, Planning Restrictions and Buildings

The purchaser acknowledges that the property is purchased subject to:

- 5.1. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) over or upon or affecting the Land including those disclosed in the Vendors Statement;
- 5.2. any easements and restrictions created by the Plan of Subdivision (registered or unregistered) or implied under the Subdivision Act; and
- 5.3. the following encumbrances specific to the Development:
 - 5.3.1 the provisions of any agreement which the Vendor may be required to enter in to with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987 (Vic)*;
 - 5.3.2 requirement of the Planning Documents, Planning and Building Controls;

- 5.3.3 sewers/drains, if any, laid outside registered easements; and
- 5.3.4 any unregistered or implied easements for sewers, drains, sewers pipes, cables and wires;
- 5.3.5 With all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.

6. Adjustments

In accordance with legislation under the Land Tax Act 2005, Land Tax is not an adjustable item and therefore General Condition 23 does not apply to any Land Tax.

7. Solar Panels

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

8. Swimming Pool and Spa

If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

- (a) the Purchaser, as the new owner of the Property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
- (b) The Purchaser accepts the current condition regarding pool/spa fencing, being fenced;
- (c) From settlement the Purchaser will be responsible to comply with the Building Act 1993(Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool/Spa and all future compliance inspections;
- (d) The Purchaser shall not make any claim against the Vendor in relation to the Pool/Spa or any existing or required safety barriers;
- (e) The Purchaser shall indemnify the Vendor against at costs associated with the Pool/Spa including any existing safety barriers; and
- (f) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool/Spa or any safety barriers.

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser,

From: Owen George Mackay and Jacquilyn June Douglas, 28a Learmonth Street, Teesdale
VIC 3328

Property Address: 28a Learmonth Street, Teesdale VIC 3328

Lot: 3 Plan of subdivision: 629172N

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 03/02/2026

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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 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* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land 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
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 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 these general conditions –
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, 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 Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
 - (a) settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

28. NOTICES

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

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

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

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 2021

SIGNED by the said)

)

Print Name:)

)

.....

Director (Sign)

in the presence of:)

)

Witness:)

)

.....



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	28A LEARMONTH STREET, TEESDALE VIC 3328
------	---

Vendor's name	Owen George Mackay	Date	5/2/26
Vendor's signature			
Vendor's name	Jacquilyn June Douglas	Date	5/2/2026
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

\$0.00	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	AVPC No. 117
(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.

Copy of 137B Report attached as required.

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 document/s

(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 easements, covenants or other similar restriction.

3.1 Road Access

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

☐

3.2 Designated Bushfire Prone Area

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

☒

3.3 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:

NIL to vendors knowledge

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:

NIL to vendors knowledge

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):

As Attached

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")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input checked="" 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.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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.)

Is attached

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)

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11242 FOLIO 835

Security no : 124131626180T
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LAND DESCRIPTION

Lot 3 on Plan of Subdivision 629172N.
PARENT TITLE Volume 09221 Folio 533
Created by instrument PS629172N 02/12/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
OWEN GEORGE MACKAY
JACQUILYN JUNE DOUGLAS both of 28A LEARMONTH STREET TEESDALE VIC 3328
AR752657D 12/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR752658B 12/12/2018
WESTPAC BANKING CORPORATION

COVENANT PS629172N 02/12/2010

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 PS629172N 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: 28A LEARMONTH STREET TEESDALE VIC 3328

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 12/12/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS629172N

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

Page 2 of 2

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS629172N

The land in PS629172N is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 2, 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

28 LEARMONTH STREET TEESDALE VIC 3328

OC009378Y 02/12/2010

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC009378Y 02/12/2010

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	10	10
Lot 3	10	10
Total	20.00	20.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/01/2026 11:56:06 AM

OWNERS CORPORATION 1
PLAN NO. PS629172N

Statement End.

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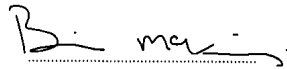
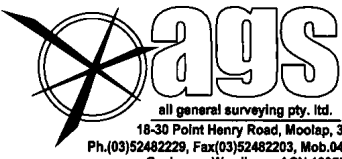


Document Type	Plan
Document Identification	PS629172N
Number of Pages (excluding this cover sheet)	2
Document Assembled	27/01/2026 11:56

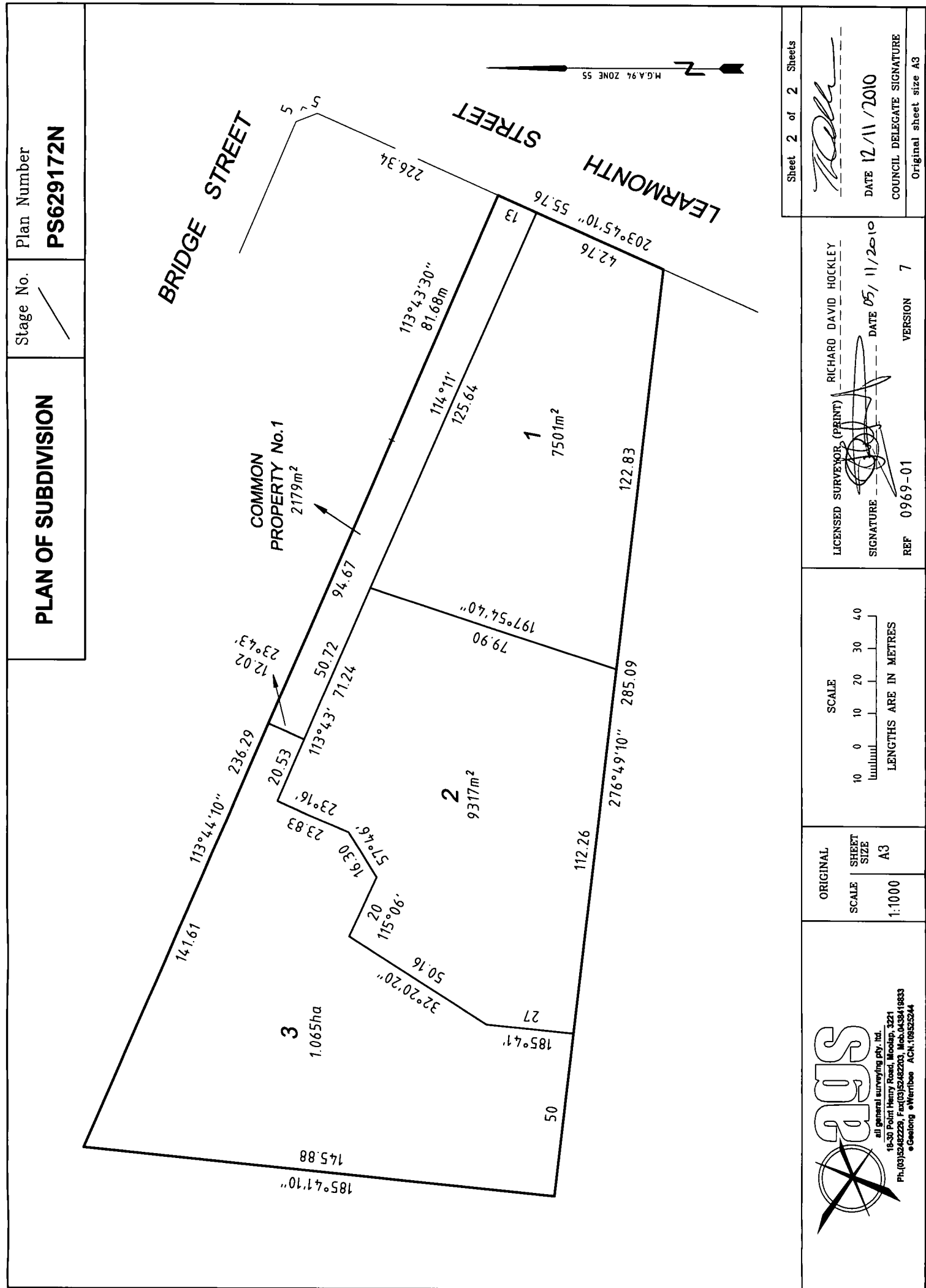
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PS629172N

PLAN OF SUBDIVISION				Stage No. /	LRS use only EDITION 1	26/11/2010 \$1019.30 PS 				
Location of Land Parish: CARRAH Township: TEESDALE Section: - Crown Allotment: 34 Crown Portion: _____ Title References: VOL.9221 FOL.533 Last Plan Reference: TP906603 Postal Address: 28 LEARMONTH STREET, (at time of subdivision) TEESDALE, 3328 MGA Co-ordinates E 240 019 Zone 55 (of approx. centre of land in plan) N 5 786 765				Council Certification and Endorsement Council Name: GOLDEN PLAINS SHIRE Ref: SUB-589 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 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 12/11/2010 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /						
Vesting of Roads or Reserves <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Identifier</th> <th style="width: 85%;">Council/Body/Person</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </tbody> </table>				Identifier	Council/Body/Person	NIL	NIL	Notations Staging This is / is not a staged subdivision Planning Permit No. P09-149 Depth Limitation DOES NOT APPLY		
Identifier	Council/Body/Person									
NIL	NIL									
CREATION OF RESTRICTION The registered proprietor(s) for the time being of lots on this plan of subdivision shall not allow any building development on the lots other than in accordance with the development plan approved pursuant to Planning Permit No.P09-149 or any subsequent permit issued by the Responsible Authority. LAND TO BE BURDENED: Lots 1, 2, 3 on PS629172N LAND TO BENEFIT: All lots on PS629172N				I, BRIAN ANTHONY MCKINLEY of 18-30 POINT HENRY ROAD, MOOLAP, 3221, certify that this plan has been prepared from a survey made under the direction of RICHARD HOCKLEY LS, in accordance with the Surveying Act 2004 and completed on 30-06-2010, that this plan is accurate and correctly represents the adopted boundaries and the survey accuracy accords with that required for LEVEL LAND as defined in regulation 7(2) of the Surveying (Cadastral Surveys) Regulations 2005. Date: 22-09-2010  (Licensed Surveyor) Survey:- This plan is / is not based on survey. This survey has been connected to permanent marks no(s) 19 & 23 In Proclaimed Survey Area no. _____						
Easement Information Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					LRS use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 26 / 11 / 2010					
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS ON THIS PLAN					LRS use only PLAN REGISTERED TIME 3.38pm DATE 02 / 12 / 2010 Denise Satti Assistant Registrar of Titles					
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Sheet 1 of 2 Sheets					
					 all general surveying pty. ltd. 18-30 Point Henry Road, Moolap, 3221 Ph.(03)52482229, Fax(03)52482203, Mob.0438419833 eGeelong eWarrilbee ACN.109525244					
LICENSED SURVEYOR (PRINT) RICHARD DAVID HOCKLEY SIGNATURE  DATE 05/11/2010 REF 0969-01 VERSION 7					 DATE 12/11/2010 COUNCIL DELEGATE SIGNATURE Original sheet size A3					





PLANNING PERMIT

Permit Number P09-149
Planning Scheme Golden Plains Planning Scheme
Responsible Authority Golden Plains Shire

ADDRESS OF THE LAND

Crown Allotment 34 Parish of Carrah (No.28 Learmonth Street, Teesdale)

THE PERMIT ALLOWS

Three (3) lot subdivision in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THE PERMIT (24 Conditions)

Expiry

1. This permit will expire if:
 - (a) The plan of subdivision is not certified within two years of the date of this permit; or
 - (b) The registration of the subdivision is not completed within five years of the date of this permit.The responsible authority may extend the time if a request is made in writing before the permit expires or within three months afterwards.

Plans

2. The layout of the subdivision and the size and dimensions of the proposed lots must conform generally with the endorsed plan.
3. Before the plan of subdivision is certified under the Subdivision Act 1988, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the amended plans submitted to Council on 24 February 2010 dated 15 February 2010 but modified to show:
 - (a) The boundary between Lots 2 and 3 altered to ensure the native vegetation in the north-western corner of Lot 2 to be located within Lot 3 and the lot sizes altered accordingly, to the satisfaction of the responsible authority.

Prior to Certification

4. Before the plan of subdivision is certified under the Subdivision Act 1988, evidence must be provided to the satisfaction of the responsible authority demonstrating that all wastewater from the existing dwelling/s is treated and retained within the boundaries of the proposed lot/s.

Date Issued: 24/05/2010

Signature for the
Responsible Authority:

Page 1 of 4

Planning Permit P09-149

TIM WALLER
PLANNING TEAM LEADER



5. Before the plan of subdivision is certified under the Subdivision Act 1988, evidence must be provided to the satisfaction of the responsible authority demonstrating that all wastewater from the existing dwelling is treated and retained within the boundaries of the proposed lot 2.

Prior to Statement of Compliance

6. Before the issue of Statement of Compliance for the subdivision, a vehicle crossing must be provided to access the common property driveway and any other proposed access directly to Learmonth Street in accordance with Council Standard Drawing GPSW-SD-06, including the upgrade of existing crossings where required, to the satisfaction of the responsible authority.
7. Before the issue of Statement of Compliance for the subdivision, the applicant or owner must pay to Council a sum equivalent to 5% of the site value of all the land in the subdivision in lieu of public open space in accordance with Section 18 of the Subdivision Act 1988.
8. Before the issue of Statement of Compliance under the Subdivision Act 1988, the existing septic tank system must be brought into compliance with the Code of Practice – Onsite Wastewater Management and the relevant certificate of approval to the satisfaction of the responsible authority.
9. Before the issue of Statement of Compliance the common property driveway, as shown on the endorsed plans, must be:
(a) constructed;
(b) surfaced with crushed rock; and
(c) drained;
to the satisfaction of the responsible authority.
The common property driveway must be kept available for these purposes at all times, with access to comply with CFA guidelines.

General

10. The applicant or owner must pay on demand to Council, the Council's reasonable costs and expenses to provide valuation for payment in lieu of open space.
11. All wastewater must be treated and retained within the lots in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970.
12. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
13. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
14. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Date Issued: 24/05/2010

Signature for the
Responsible Authority:

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TIM WALLER
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Planning Permit P09-149



Native Vegetation

15. Maximum care must be exercised during the development of the subdivision to ensure that no native vegetation is damaged.
16. No native vegetation is to be removed to allow for the proposed subdivision.

Note: *Prior to certification the Responsible Authority will require a plan showing the location of all existing and proposed vehicle crossings. The plan is required to show setback distances of existing and proposed crossovers from the closest property boundary to the satisfaction of the Responsible Authority. The plan is required to satisfy Regulation 36 of the Subdivision Regulations 2000, allowing the allocation of street numbers.*

Note: *A permit to install a septic tank system is required to be obtained from the responsible authority prior to the development of the lots.*

BARWON WATER CONDITIONS

REF: 60-063-06586 (2)

General

17. The certified plan must create implied easements under Section 12(2) of the Subdivision Act, over all proposed existing water and sewerage worked within the subdivision.
18. Any plan submitted under the Subdivision Act 1988 must be forwarded to Barwon Water under Section 8 of the Act.
19. The creation of an Owners Corporation to encumber all lots within the subdivision.

Water

20. The payment of New Customer Contributions for each additional lot created and/ or each additional metered connection for water supply within the subdivision.
21. An additional tapping(s) is to be supplied to service the proposed development. A dimensioned plan showing location of all new tapplings relative to the allotment boundaries, and its number(s), is to be submitted, where a meter is not being fitted. Note that tapplings and services are not to be located under existing or proposed driveways.
22. Barwon Water's records indicate that an existing water service and meter is located on this property. A dimensioned plan showing the location of existing meters, and the location of the meter relative to the existing boundaries, and its number, is to be submitted. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.

Note: *The developer is to apply to Barwon Water for details relating to costs and conditions required for the provision of water supply and sewerage services to the subdivision. It would be appreciated if all communication between the developer/agent and Barwon Water quote Barwon Water reference number 60-063-06586.*

Date Issued: 24/05/2010

Signature for the
Responsible Authority:

Page 3 of 4

TIM WALLER
PLANNING TEAM LEADER

Planning Permit P09-149



POWERCOR CONDITIONS

REF: 500000151895

23. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
24. The applicant shall:-
- (a) Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor.
 - (b) Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
 - (c) The applicant shall provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Note: *It is recommended that, at an early date, the applicant commences negotiations with Powercor for supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued once all electricity works are completed (the release to the municipality enabling a Statement of Compliance to be issued). Prospective purchasers of lots in this subdivision should contact Powercor Australia Ltd to determine the availability of a supply of electricity. Financial contributions may be required.*

TELSTRA NOTES

REF: 66871

Note: *Approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from Dial Before You Dig – Ph: 1100.*

Note: *For co-ordinated Telstra Plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for Reticulation.*

Date Issued: 24/05/2010


Signature for the
Responsible Authority:

Page 4 of 4

TIM WALLER
PLANNING TEAM LEADER

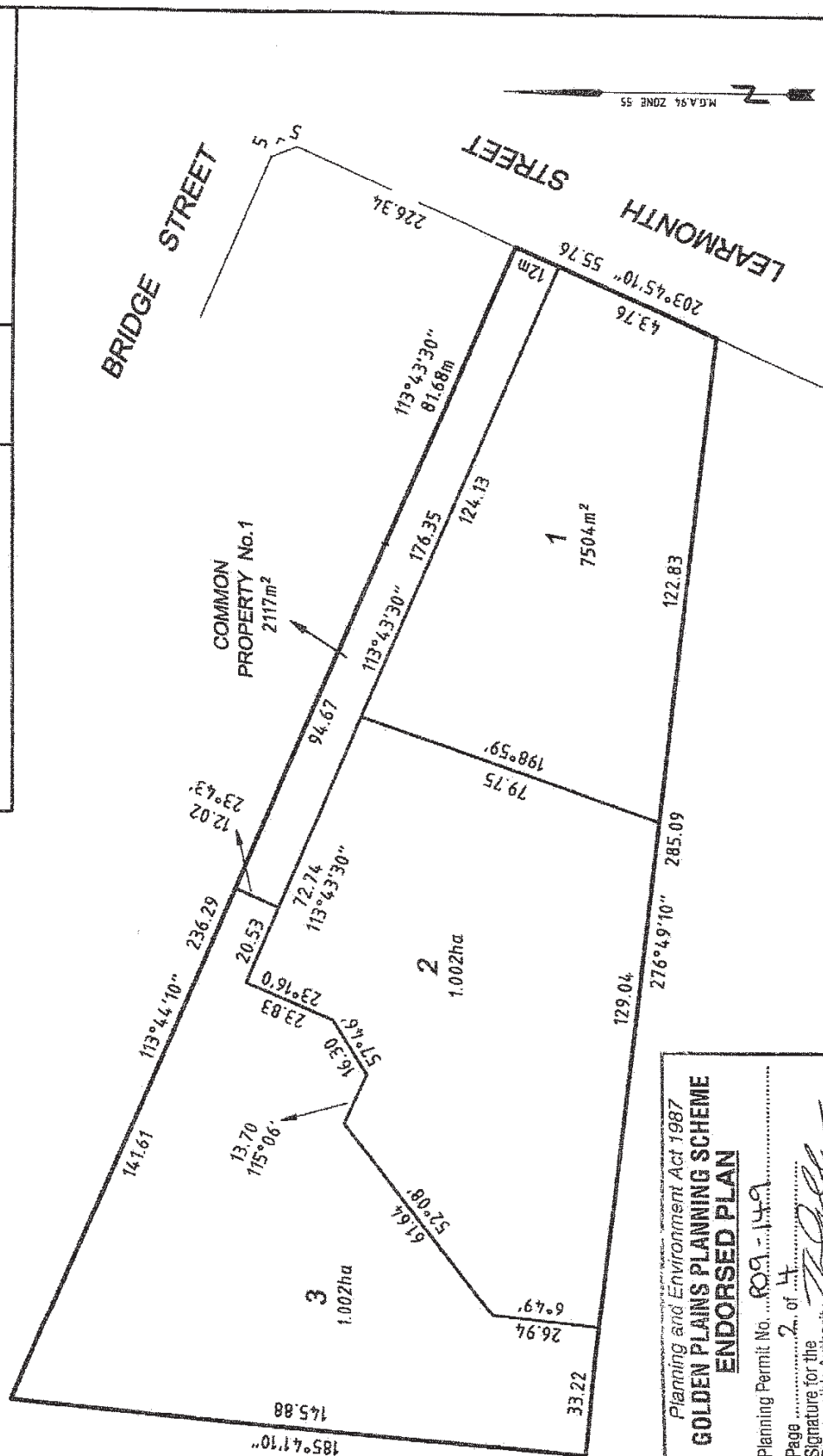
Planning Permit P09-149

Rec 23/04/10

PLAN OF SUBDIVISION				Stage No. /	LRS use only EDITION	Plan Number PS629172N
Location of Land Parish: CARRAH Township: TEESDALE Section: - Crown Allotment: 34 Crown Portion: _____ Title References: VOL.9221 FOL.533 Last Plan Reference: TP906603 Postal Address: 28 LEARMONTH STREET, (at time of subdivision) TEESDALE, 3328 MGA Co-ordinates E 240 019 Zone 55 (at approx. centre of land in plan) N 5 786 765				Council Certification and Endorsement Council Name: GOLDEN PLAINS SHIRE Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(?) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date / / Re-certified under section 11(?) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads or Reserves				Notations		
Identifier	Council/Body/Person			Staging This is / is not a staged subdivision Planning Permit No. P09-149 Depth Limitation <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> DOES NOT APPLY Planning and Environment Act 1987 GOLDEN PLAINS PLANNING SCHEME ENDORSED PLAN Planning Permit No. P09-149 Page 1 of 4 Signature for the Responsible Authority <i>[Signature]</i> Date 24/05/2010 </div>		
NIL	NIL					
CREATION OF RESTRICTION The registered proprietor(s) for the time being of lots on this plan of subdivision shall not allow any building development on the lots other than in accordance with the development plan approved pursuant to Planning Permit No.P09-149 or any subsequent permit issued by the Responsible Authority. LAND TO BE BURDENED: Lots 1, 2, 3 on PS629172N LAND TO BENEFIT: All lots on PS629172N Survey:- This plan is / is not based on survey. This survey has been connected to permanent marks no(s) 19 & 23 In Proclaimed Survey Area no. _____						
Easement Information					LRS use only	
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Statement of Compliance / Exemption Statement Received <input type="checkbox"/> Date / /	
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS ON THIS PLAN						
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LRS use only PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles Sheet 1 of 3 Sheets	
 all general surveying pty. ltd. 16-30 Point Henry Road, Moorab, 3221 Ph.(03)52482228, Fax(03)52482203, Mob.0438419833 eGeelong@ags.com.au ACN.109525244				LICENSED SURVEYOR (PRINT) RICHARD DAVID HOCKLEY SIGNATURE _____ DATE / / REF 0969-01 VERSION 4		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION	Stage No. —	Plan Number PS629172N
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PS629172N

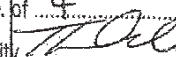
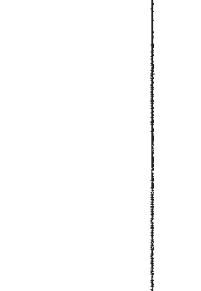


Planning Permit No. 909-149
 Page 2 of 4
 Signature for the Koller
 Responsible Authority
 Date 24/05/2010

ORIGINAL	SHEET SIZE	A3
SCALE	1:1000	

LICENSED SURVEYOR (PRINT) **RICHARD DAVID HOCKLEY**
 REF 0969-01 SIGNATURE _____ DATE ____/____/____ VERSION 4

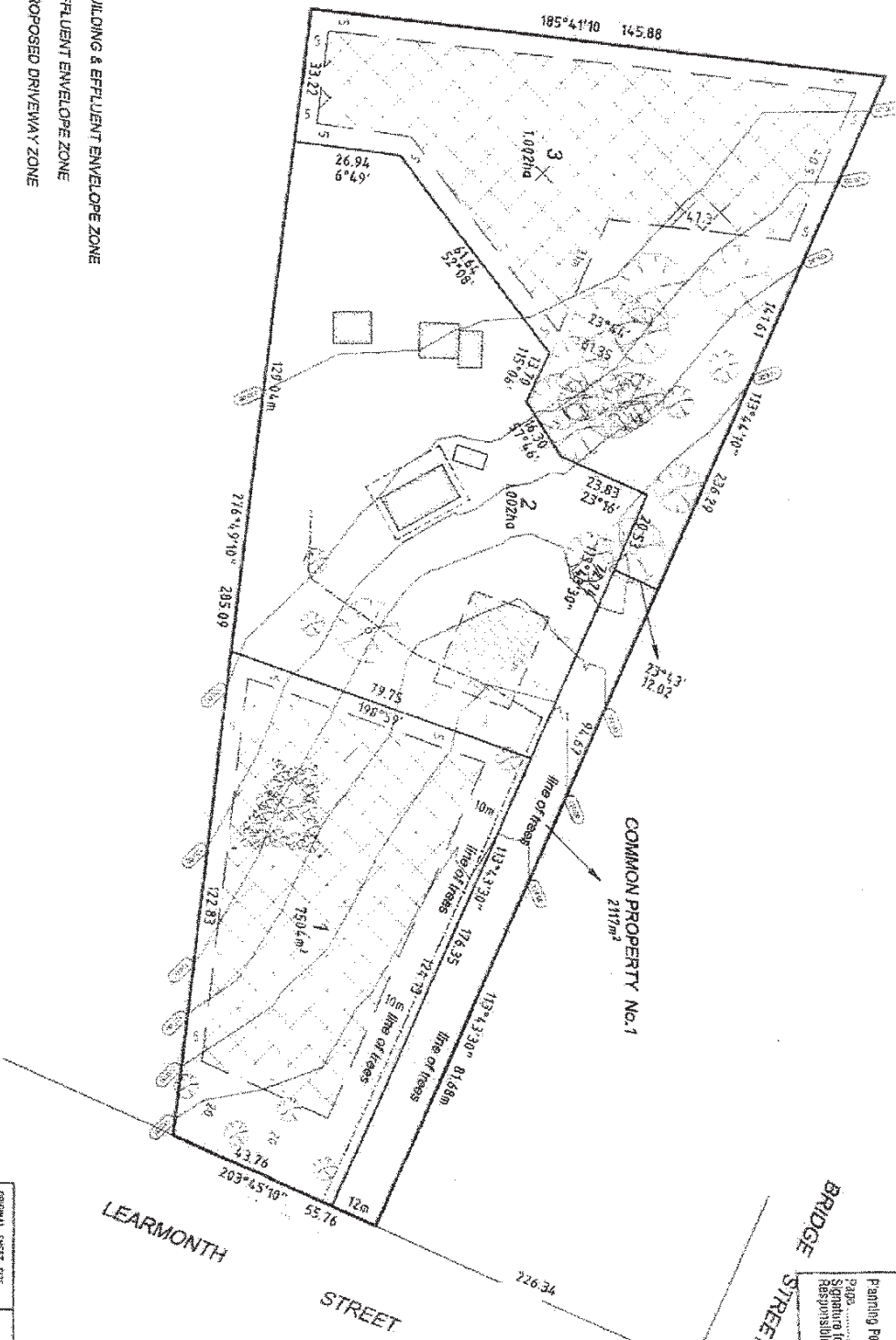
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

OWNERS CORPORATION SCHEDULE			Stage No.		Plan Number PS629172N			
Owners Corporation 1 Plan No. PS629172N								
Land affected by Owners Corporation: LOTS 1, 2, 3 AND COMMON PROPERTY No.1								
Limitations on Owners Corporation: Unlimited								
Notations: Nil								
Lot Entitlement and Lot Liability								
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	10	10						
2	10	10						
3	10	10						
						<div>Planning and Environment Act 1987 GOLDEN PLAINS PLANNING SCHEME ENDORSED PLAN Planning Permit No. P09-149 Page 3 of 4 Signature for the Responsible Authority:  Date 24/05/2010</div>		
Total	30	30						
 all general surveying pty. ltd. 18-30 Point Henry Road, Moorleap, 3221 Ph.(03)52492229, Fax(03)52492203, Mob.0438419933 eGeelong eWarrimoo ACN.109929244			LICENSED SURVEYOR (PRINT) RICHARD DAVID HOCKLEY SIGNATURE _____ DATE / / REF 0969-01 VERSION 4			Sheet 3 of 3 Sheets DATE / / COUNCIL DELEGATE SIGNATURE _____ Original sheet size A3		

Planning and Environment Act 1987
GOLDEN PLAINS PLANNING SCHEME
ENDORSED PLAN

Planning Permit No. **PD2-149**
 Page **4** of **11**
 Signature for the Responsible Authority: *[Signature]*
 Date: **24/05/2010**

- BUILDING & EFFLUENT ENVELOPE ZONE
- EFFLUENT ENVELOPE ZONE
- PROPOSED DRIVEWAY ZONE



PRINCIPAL SEAN MORONEY		 28 LEARMONTH STREET, TEESDALE EXISTING CONDITIONS & DESIGN RESPONSE PLAN		NOTES THIS ELECTRONIC DRAWING IS APPROVED BY THE PLANNING AUTHORITY FOR THE GOLDEN PLAINS PLANNING SCHEME. IT IS A CONDITION OF THIS APPROVAL THAT THE PROPOSED DEVELOPMENT MUST BE COMPLETED IN ACCORDANCE WITH THE PLANNING PERMIT.	
DRAFTING No. 0969-01DR.DWG VERS. No. 05 SHEET No. 1 of 1		CHECKED R.D.H. DATE 04/01/10 DRAWN J.L.M. SCALE 1:150 DATE 19/04/10 REVISIONS N/A DRAWING No. 0969-01DR.DWG		SHEET No. 05 SHEET No. 1 of 1	



GOLDEN PLAINS SHIRE
2 POPE STREET
P.O. BOX 111
BANNOCKBURN 3331
TELEPHONE 1300 36 30 36*
03 5220 7111
FACSIMILE 03 5220 7100
*STD Toll Free in The Shire
[www. goldenplains.vic.gov.au](http://www.goldenplains.vic.gov.au)

Ref TWA-PA106851
File P09-149

12/10/2010

Sean Moroney
28 Learmonth St
TEESDALE VIC 3328

Dear Sean

AMENDED PLANS - PLANNING PERMIT P09-149

I refer to your amended plans lodged in respect to the above planning permit.

I wish to advise that the amended plans have been approved and endorsed by Council.
Please find enclosed a copy of the endorsed plans for your records.

If you have any queries regarding this matter please contact Tim Waller on 5220 7111.

Yours faithfully

TIM WALLER
PLANNING TEAM LEADER

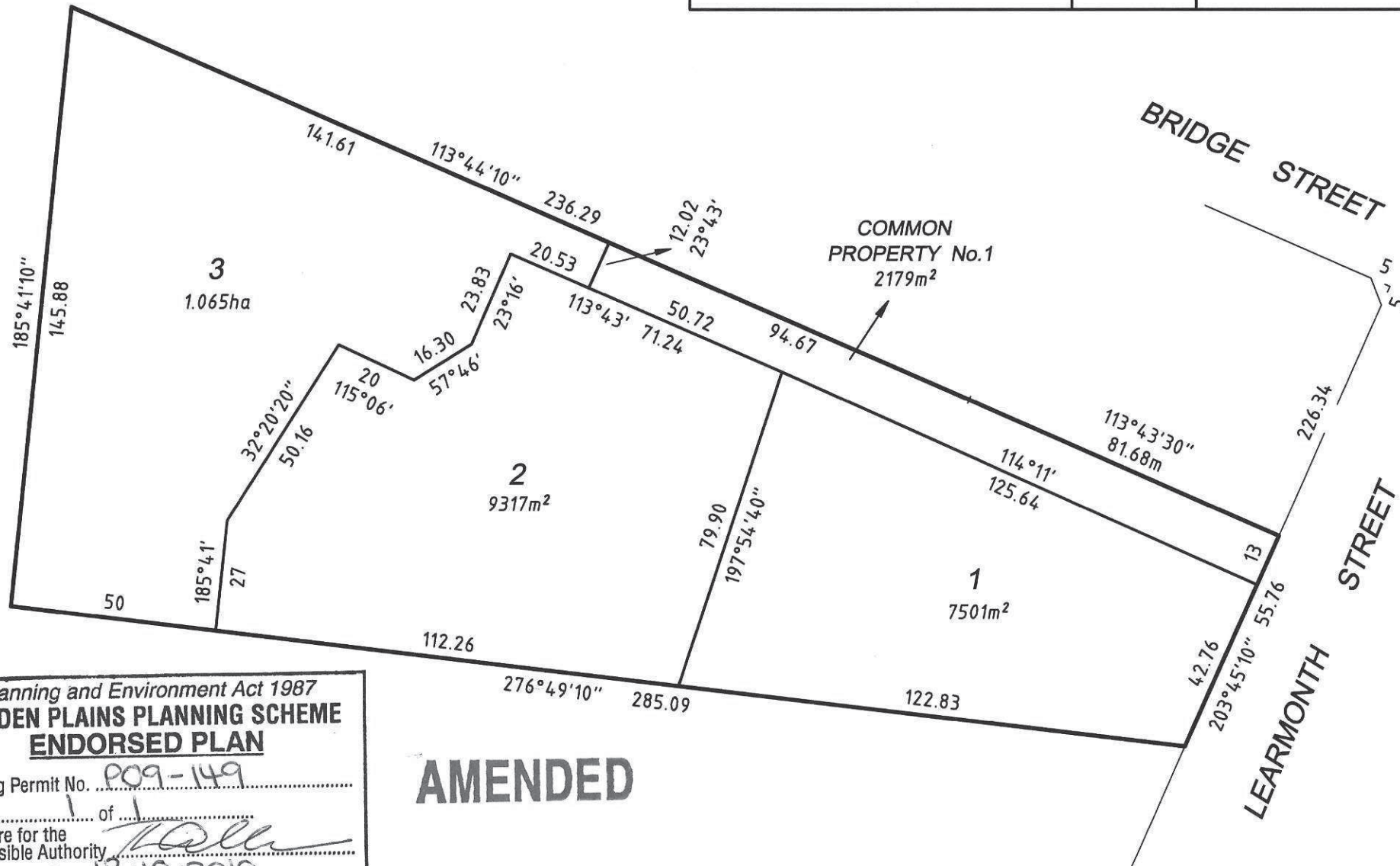
Enc Endorsed plans

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS629172N



Planning and Environment Act 1987 GOLDEN PLAINS PLANNING SCHEME ENDORSED PLAN

Planning Permit No. P09-149

Page 1 of 1

Signature for the Responsible Authority [Signature]

Date 12/10/2010

AMENDED

Sheet 2 of 3 Sheets



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SHEET SIZE
A3

SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) RICHARD DAVID HOCKLEY

SIGNATURE _____ DATE / /

REF 0969-01 VERSION 7

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1217805

APPLICANT'S NAME & ADDRESS

CAPITAL PROPERTY CONVEYANCING C/- TRICONVEY
(RESELLER) C/- LANDATA

MELBOURNE

VENDOR

MACKAY, OWEN GEORGE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

451401

This certificate is issued for:

LOT 3 PLAN PS629172 ALSO KNOWN AS 28A LEARMONTH STREET TEESDALE
GOLDEN PLAINS SHIRE

The land is covered by the:

GOLDEN PLAINS PLANNING SCHEME

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

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 1
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

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

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

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

27 January 2026

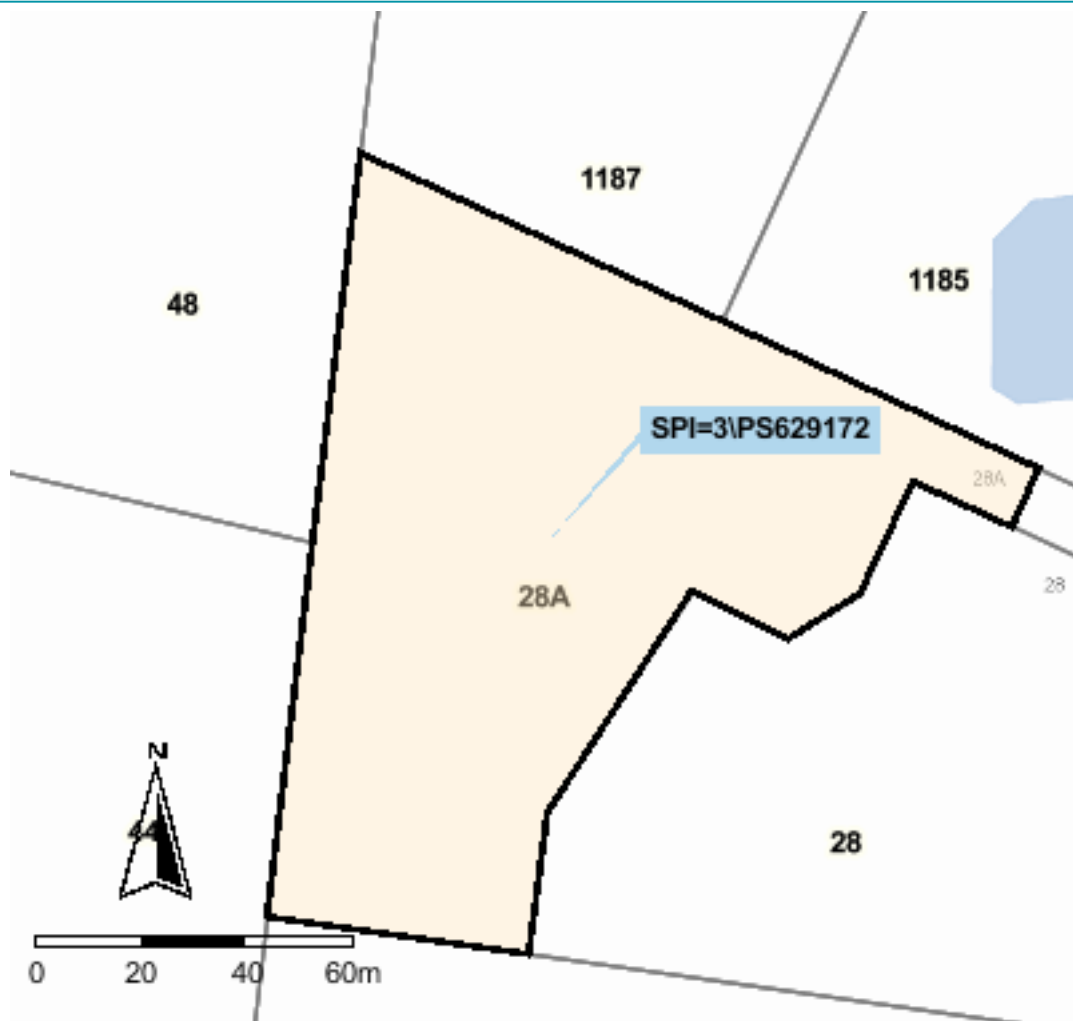
Sonya Kilkenny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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.

Created at 03 February 2026 01:32 PM

PROPERTY DETAILS

Address: **28A LEARMONTH STREET TEESDALE 3328**

Lot and Plan Number: **Lot 3 PS629172**

Standard Parcel Identifier (SPI): **3\PS629172**

Local Government Area (Council): **GOLDEN PLAINS**

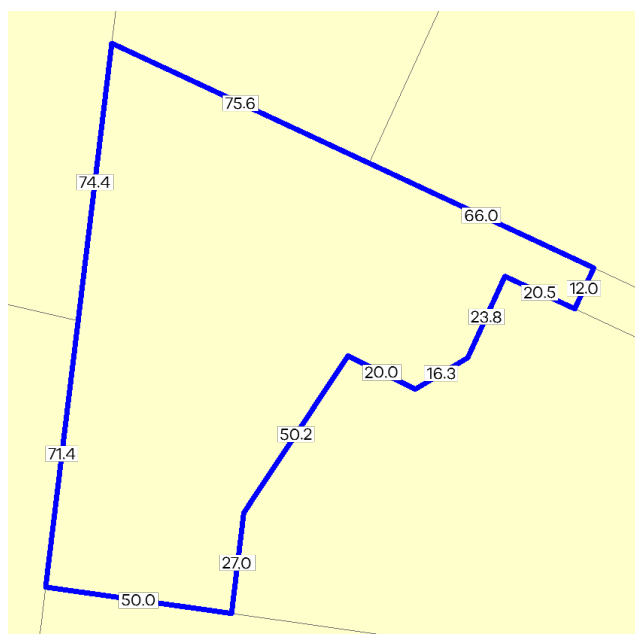
Council Property Number: **91001988**

Directory Reference: **Vicroads 523 P5**

www.goldenplains.vic.gov.au

SITE DIMENSIONS

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



Area: 10654 sq. m (1.07 ha)

Perimeter: 507 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: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **EUREKA**

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.

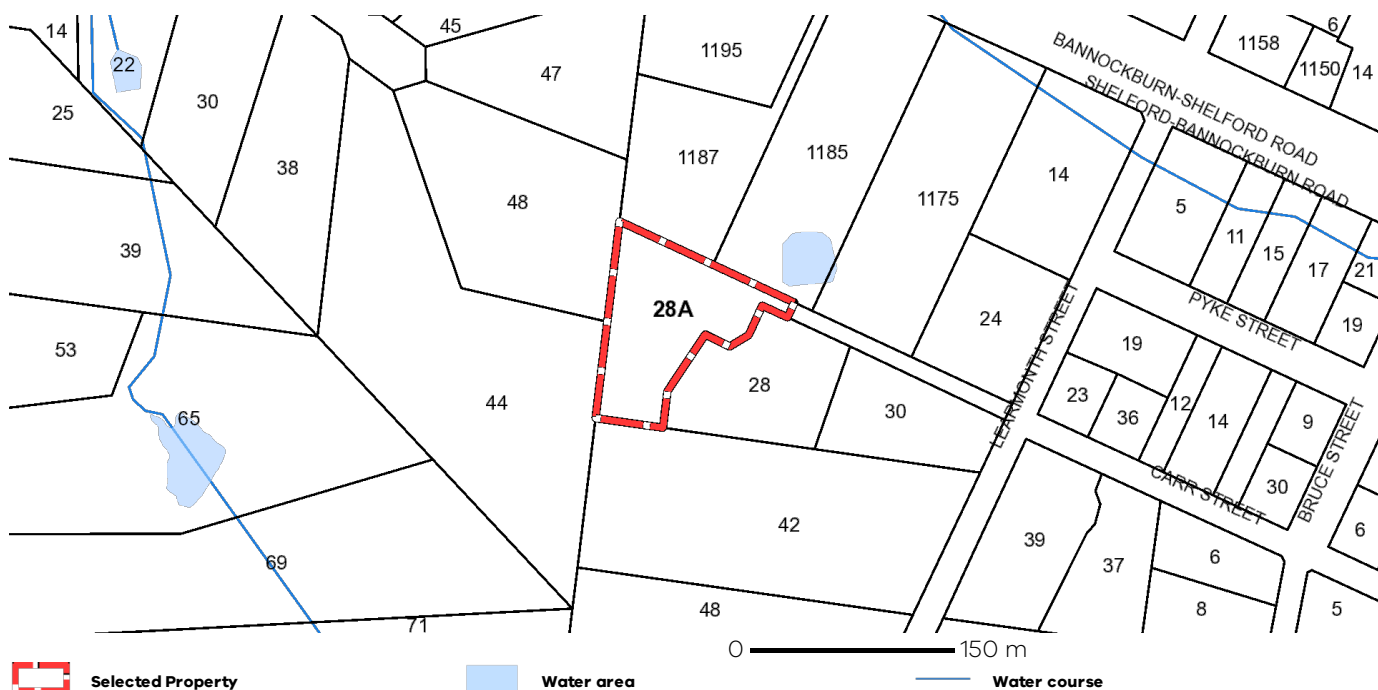
The Planning Property Report for this property can found here - [Planning Property Report](#)

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

From www.planning.vic.gov.au at 03 February 2026 01:02 PM

PROPERTY DETAILS

Address: **28A LEARMONTH STREET TEESDALE 3328**

Lot and Plan Number: **Lot 3 PS629172**

Standard Parcel Identifier (SPI): **3\PS629172**

Local Government Area (Council): **GOLDEN PLAINS**

Council Property Number: **91001988**

Planning Scheme: **Golden Plains**

Directory Reference: **Vicroads 523 P5**

www.goldenplains.vic.gov.au

[Planning Scheme - Golden Plains](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **EUREKA**

OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

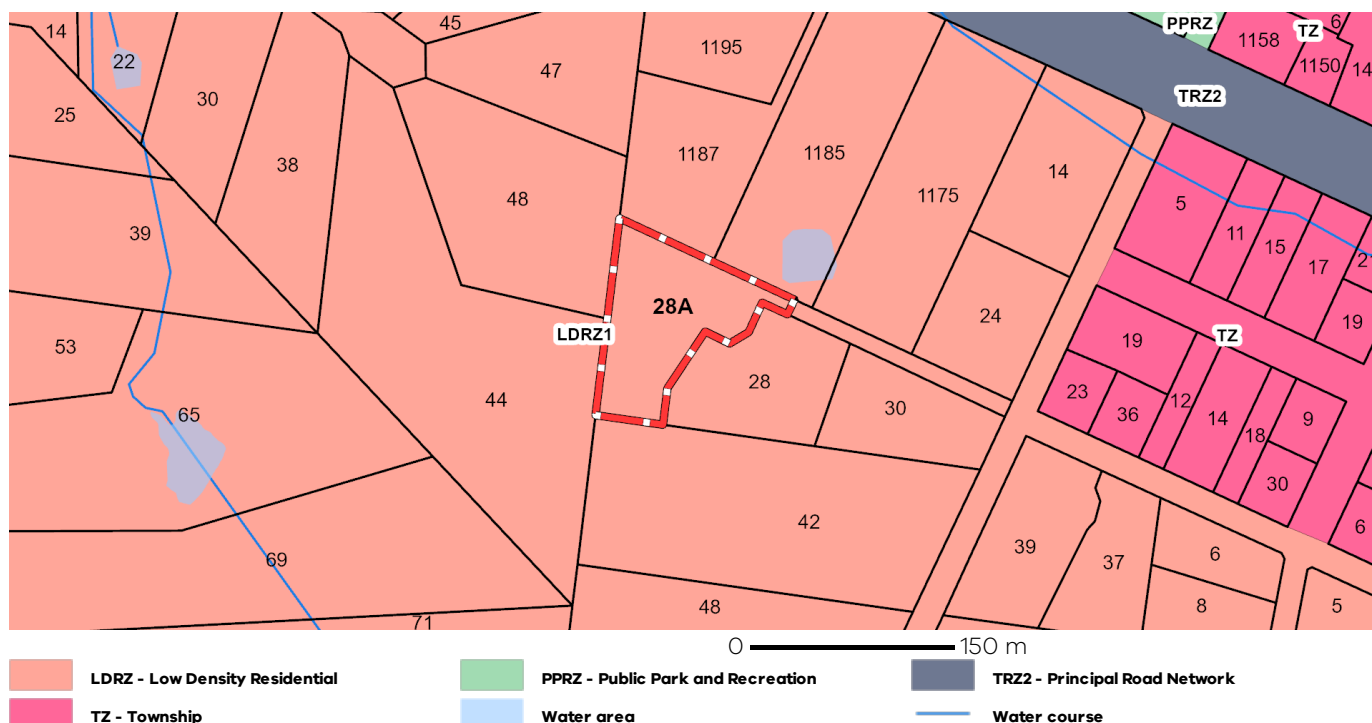
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 1 \(LDRZ1\)](#)

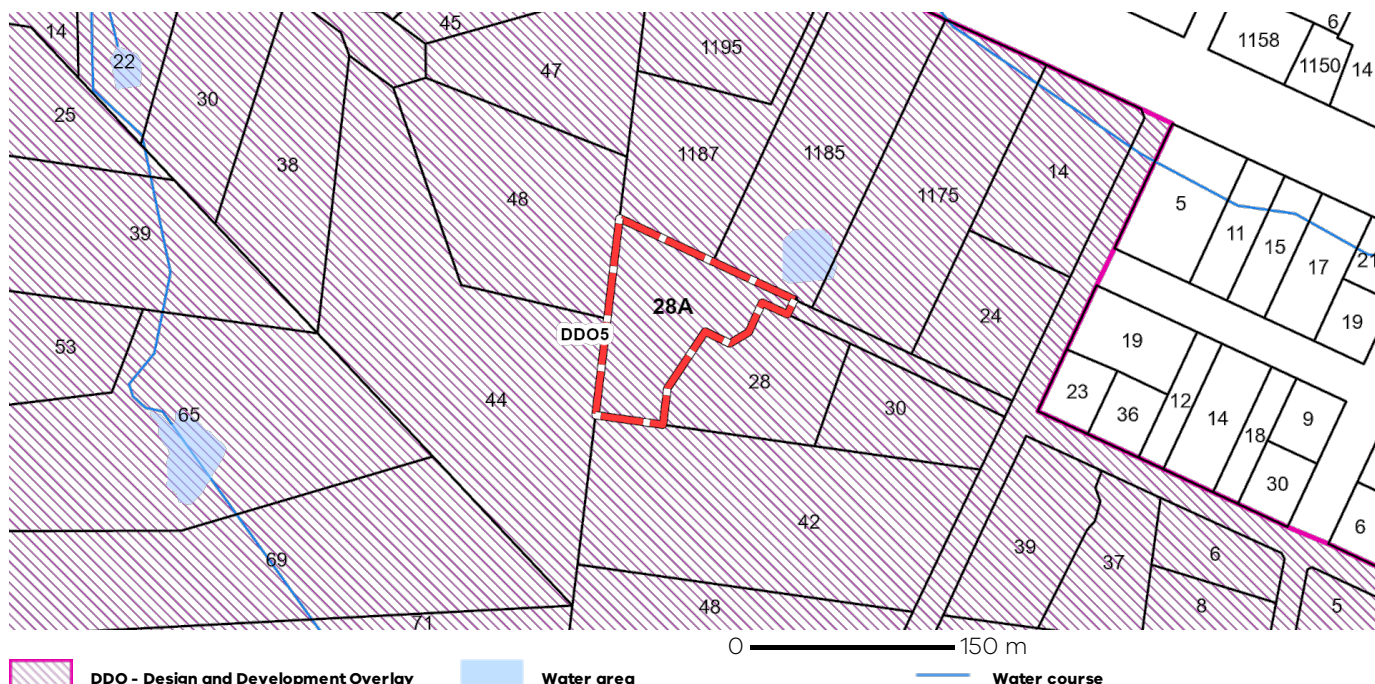


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

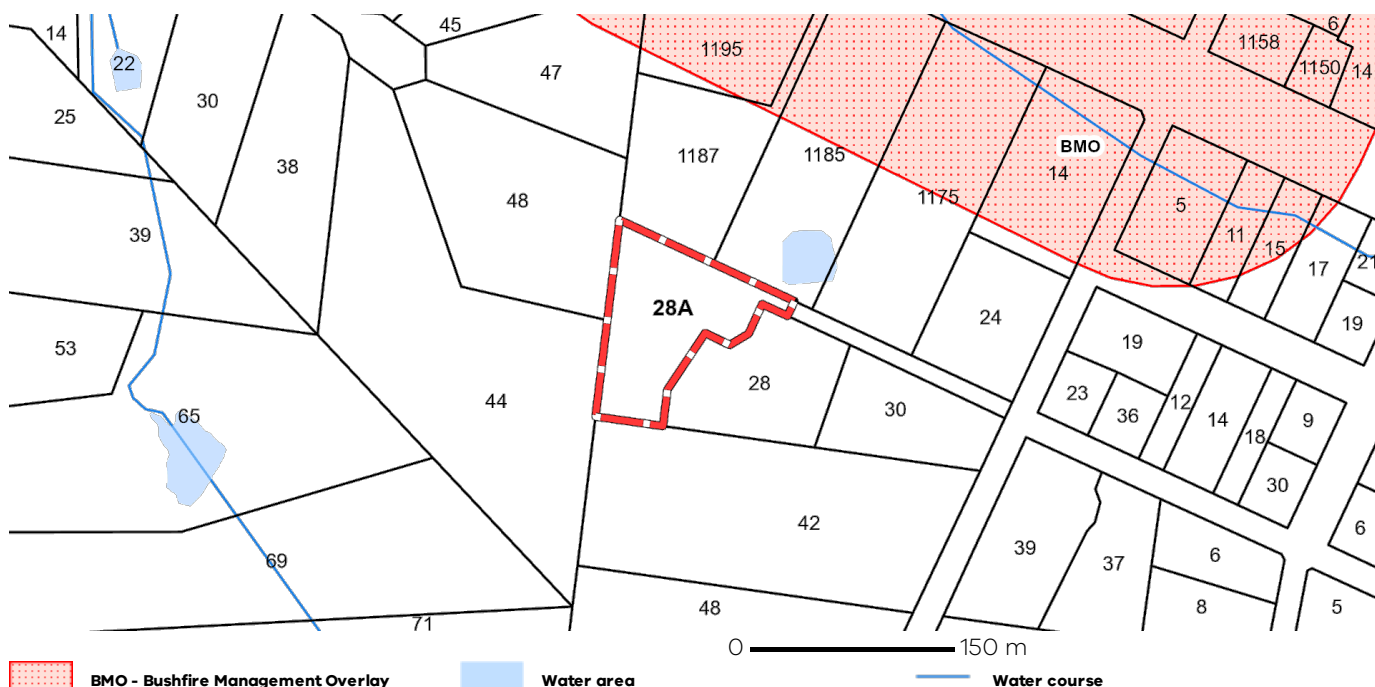
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 \(DDO5\)](#)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)



Further Planning Information

Planning scheme data last updated on 23 January 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

32.03
31/07/2018
VC148

LOW DENSITY RESIDENTIAL ZONE

Shown on the planning scheme map as **LDRZ** with a number (if shown).

Purpose

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

To provide for low-density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

32.03-1
14/01/2025
VC237

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	Must be the only dwelling on the lot. Must meet the requirements of Clause 32.03-2.
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Must meet the requirements of Clause 32.03-2. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	

GOLDEN PLAINS PLANNING SCHEME

Use	Condition
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.
Section 2 - Permit required	
Use	Condition
Accommodation (other than Community care accommodation, Dwelling and Small second dwelling)	
Agriculture (other than Animal production, Apiculture, Domestic animal husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal boarding	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Dwelling (other than Bed and breakfast) – if the Section 1 condition is not met	Must result in no more than two dwellings on the lot. Must meet the requirements of Clause 32.03-2.
Food and drink premises (other than Convenience restaurant)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus and Nightclub)	
Plant nursery	
Service station	The site must either: <ul style="list-style-type: none"> Adjoin a commercial zone or industrial zone.

GOLDEN PLAINS PLANNING SCHEME

Use	Condition
	<ul style="list-style-type: none"> Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> 3000 square metres. 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Cinema based entertainment facility
Extractive industry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)
Saleyard
Small second dwelling - if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.03-214/12/2023
VC253**Use for one or two dwellings, or a small second dwelling**

A lot used for one or two dwellings or a small second dwelling must meet the following requirements:

- Each dwelling or small second dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements in the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- Each dwelling or small second dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply, with appropriate storage capacity.
- Each dwelling or small second dwelling must be connected to a reticulated electricity supply or have an alternative energy supply.

32.03-314/12/2023
VC253**Subdivision****Permit requirement**

A permit is required to subdivide land.

Each lot must be at least the area specified for the land in a schedule to this zone. Any area specified must be at least:

- 0.4 hectare for each lot where reticulated sewerage is not connected. If no area is specified each lot must be at least 0.4 hectare.
- 0.2 hectare for each lot with connected reticulated sewerage. If no area is specified each lot must be at least 0.2 hectare.

A permit may be granted to create lots smaller than 0.4 hectare if the subdivision:

- Excises land which is required for a road or a utility installation.
- Provides for the re-subdivision of existing lots and the number of lots is not increased.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where:	Clause 59.01
<ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	

32.03-408/09/2025
VC282**Buildings and works**

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of clause 32.03-1.
- An outbuilding which has dimensions greater than those specified in a schedule to this zone.

This does not apply to structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct a building or construct or carry out works where:	Clause 59.04
<ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> – clause 54.02-3 Side and rear setbacks. – clause 54.02-4 Walls on boundaries. – clause 54.04-1 Daylight to existing windows. – clause 54.04-2 Existing north-facing windows. – clause 54.04-3 Overshadowing secluded open space. – clause 54.04-4 Overlooking. – clause 54.05-2 Overshadowing domestic solar energy systems. 	
If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	

Transitional provisions

Clauses 32.03-4, 54 and 59.04 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.03-5
01/07/2021
VC203

Application requirements

Subdivision

An application must be accompanied by a site analysis, documenting the site in terms of land form, vegetation coverage and the relationship with surrounding land, and a report explaining how the proposed subdivision has responded to the site analysis. The report must:

- In the absence of reticulated sewerage, include a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017*.

- Show for each lot:
 - A building envelope and driveway to the envelope.
 - Existing vegetation.
 - In the absence of reticulated sewerage, an effluent disposal area.
- Show how the proposed subdivision relates to the existing or likely use and development of adjoining and nearby land.
- If a staged subdivision, show how the balance of the land may be subdivided.

32.03-6

01/01/2024
VC250

Decision guidelines

General

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.

Subdivision

- The protection and enhancement of the natural environment and character of the area including the retention of vegetation and faunal habitat and the need to plant vegetation along waterways, gullies, ridgelines and property boundaries.
- The availability and provision of utility services, including sewerage, water, drainage, electricity and telecommunications.
- In the absence of reticulated sewerage:
 - The capability and suitability of the lot to treat and retain all wastewater as determined by a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed, or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017*.
 - The benefits of restricting the size of lots to generally no more than 2 hectares to enable lots to be efficiently maintained without the need for agricultural techniques and equipment.
- The relevant standards of Clauses 56.07-1 to 56.07-4.

32.03-7

31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

43.02
31/07/2018
VC148

DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO** with a number.

Purpose

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

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-1
19/01/2006
VC37

Design objectives

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-2
16/10/2025
VC288

Buildings and works

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
 - To the construction of a building or construction or carrying out of works for a small second dwelling if all the following requirements are met:
 - The building height must not exceed 5 metres.
 - The building must be finished using muted tones and colours.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct a fence.	Clause 59.05

Class of application	Provision
Construct a building or construct or carry out works for: <ul style="list-style-type: none"> ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ An outdoor swimming pool. <p>The buildings and works must be associated with a dwelling.</p>	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to \$1,000,000 where the land is in an industrial zone.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to \$500,000 where the land is in a commercial zone or a Special Use Zone, Comprehensive Development Zone, Capital City Zone, Docklands Zone, Priority Development Zone, Activity Centre Zone or Precinct Zone.	Clause 59.05

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Subdivision

Permit requirement

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision. 	Clause 59.02

Class of application	Provision
Subdivide land into two lots if:	Clause 59.02
<ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	
Subdivide land into two lots if:	Clause 59.02
<ul style="list-style-type: none"> ▪ A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired. ▪ Each lot will contain either: <ul style="list-style-type: none"> – one existing dwelling; or – one dwelling permitted to be constructed in accordance with the permit. 	

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-4
31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-5
31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

43.02-6
31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

Information Statement Part A

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)*

INSTALLATION NUMBER: 20671532 **APPLICATION NUMBER:** 516542 **DATE:** 27/01/2026
PROPERTY ADDRESS: 28A LEARMONTH ST, TEESDALE, VIC 3328
YOUR REFERENCE: 451401
OWNER: O G Mackay & J J Douglas
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/01/2026 to 31/03/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 37.12	0.00	37.12

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
TOTAL DUE	\$ 37.12	0.00	37.12

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 09/12/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

*** PLEASE NOTE:** Verbal confirmation will not be given after 28/03/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 28/03/2026 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Capital Property Conveyancing C/- Triconvey (Reseller) C/-
LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Biller Code: 585224

Ref Code: 6900 0001 0016 7727 0

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

27-01-2026

Capital Property Conveyancing C/- Triconvey (Reseller) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 28A LEARMONTH STREET TEESDALE 3328

I refer to your application received at this office on 27/01/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC516542

Your Ref: 451401

Agent Ref: 79453539-028-5

Yours faithfully.

Manager Customer Centre

2 Pope Street, Bannockburn, VIC 3331
19 Heales Street, Smythesdale, VIC 3351
PO Box 111, Bannockburn, VIC 3331

☎ 5220 7111
✉ enquiries@gplains.vic.gov.au
💻 goldenplains.vic.gov.au



LAND INFORMATION CERTIFICATE

In accordance with Section 121 Local Government Act 2020

Tax Invoice – ABN 86998570296

APPLICANT'S NAME & ADDRESS
LANDATA
GPO BOX 527
MELBOURNE VIC 3001

CERTIFICATE NO: 20122
YOUR REF: 79453539-017-9
ISSUE DATE: 03/02/2026

This certificate provides information regarding, valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council, or the relevant authority. A fee may be charged for such information.

PROPERTY NO: A91001988 **LOCATION:** 28A LEARMONTH STREET TEESDALE 3328
PROPERTY DESCRIPTION: L3 PS629172
AREA: 1.0650 Hectares **PARISH:** CARRAH **AVPCC:** 117

PROPERTY VALUATIONS AS AT 1ST JANUARY 2025 LEVELS (OPERATIVE DATE 1ST JULY 2025):

Net Annual Value: \$ 51,000 Capital Improved Value: \$ 1,020,000 Site Value: \$ 435,000

CARRIED FORWARD

Arrears	0.00
Interest	0.00
Legal Charges	0.00
Debtor Balance	\$0.00
TOTAL AMOUNT CARRIED FORWARD	\$0.00

RATES & CHARGES FOR THE FINANCIAL YEAR ENDING 30TH JUNE 2026

Rates	2,153.22
Municipal Charge	200.00
Waste Management Charge	447.00
Additional Garbage Charge	0.00
Additional Glass Charge	0.00
State Landfill Levy	0.00
Emergency Services Volunteer Fund	312.46
40% Farm discount	0.00
LEVIED RATES & CHARGES	\$3,112.68
Pensioner Concession	0.00

TOTAL AMOUNT OWING **\$2,660.89**

IMPORTANT: Please contact Council's Rates Department for an update prior to 'Settlement' as any additional payment, charges or interest on outstanding amount may have affected the balance.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue and within the current financial year, provided there is no supplementary adjustment that has taken place to significantly alter the values.



Billers Code: 35238
Ref: 1910019881

SEE-OVER FOR IMPORTANT ADDITIONAL INFORMATION

ADDITIONAL RATE INFORMATION:**OTHER IMPORTANT INFORMATION:**

- The current rating year is for the period 01/07/2025 to 30/06/2026. The lump-sum payment is due by 15/02/2026 OR by instalment 30/09/2025, 30/11/2025, 28/02/2026 and 31/05/2026. Depending on the payment method the client has involved in, interest is chargeable after the due dates on any outstanding amount.
- Overdue amounts accrue interest at the current prescribed rate under section 172(2) of the Local Government Act 1989.
- If a refund is required for overpayment at settlement a \$30.90 administration fee may be charged.
- In accordance with Section 175(1) of the Local Government Act 1989, the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.
- The rate differential and associated charges that exists on the property prior to purchase may be amended if the use of the property changes after purchase.
- Supplementary Valuations are conducted by the Council due to a change in attributes of a property listed in Section 13DF and 13L the Valuation of Land Act 1960. As a result of this, an adjusted valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.
- Section 122(1) of the Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name, address and other important particulars are held by Council. Council cannot accept liability for incorrect addresses when notification of writing has not been supplied on time.

OUTSTANDING NOTICES

Unless otherwise specified below, there are no outstanding notices or orders on the land served by Council which still apply as at the date of this certificate.

Details of any notices served:

DIFFERENTIAL RATING

Golden Plains Shire operates a differential rating system. Rating charges for the 2025/26 financial year are as follows:

- A residential improved rate of \$0.002111 on the Capital Improved Value of rateable land.
- A business, industrial & commercial rate of \$0.002111 on the Capital Improved Value of rateable land.
- A Bannockburn business, industrial & commercial rate of \$0.002744 on the Capital Improved Value of rateable land.
- A farm land rate of \$0.001583 on the Capital Improved Value of rateable land.
- A non-farm vacant land rate of \$0.004327 on the Capital Improved Value of rateable land.
- A vacant land non-developable rate of \$0.002111 on the Capital Improved Value of rateable land.

I hereby certify that as at the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other moneys and interest payable to Golden Plains Shire together with any notices or orders referred to in this certificate. Received the sum of \$30.60 fee.

AUTHORISED OFFICER

K Aitken

Property Clearance Certificate

Land Tax



INFOTRACK / CAPITAL PROPERTY CONVEYANCING

Your Reference:	26/917
Certificate No:	95949657
Issue Date:	27 JAN 2026
Enquiries:	ESYSPROD

Land Address:	28A LEARMONTH STREET TEESDALE VIC 3328
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
38517130	3	629172	11242	835	\$0.00

Vendor: JACQUILYN DOUGLAS & OWEN MACKAY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
OWEN GEORGE MACKAY	2026	\$435,000	\$0.00	\$0.00

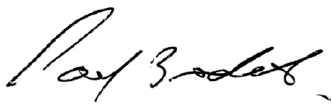
Comments: Property is exempt: LTX Principal Place of Residence.

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):	\$1,020,000
SITE VALUE (SV):	\$435,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 95949657

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,755.00

Taxable Value = \$435,000

Calculated as \$1,350 plus (\$435,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,200.00

Taxable Value = \$1,020,000

Calculated as \$1,020,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 95949657

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: 95949657

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 / CAPITAL PROPERTY CONVEYANCING

Your Reference: 26/917
Certificate No: 95949657
Issue Date: 27 JAN 2026
Enquires: ESYSPROD

Land Address: 28A LEARMONTH STREET TEESDALE VIC 3328

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38517130	3	629172	11242	835	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
117	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: \$1,020,000

SITE VALUE: \$435,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95949657

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 / CAPITAL PROPERTY CONVEYANCING

Your Reference:	26/917
Certificate No:	95949657
Issue Date:	27 JAN 2026

Land Address: 28A LEARMONTH STREET TEESDALE VIC 3328

Lot	Plan	Volume	Folio
3	629172	11242	835

Vendor: JACQUILYN DOUGLAS & OWEN MACKAY

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: 95949657

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> <div><div><p>Billers Code: 416073 Ref: 95949657</p></div></div> <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> <div><div><p>Ref: 95949657</p></div></div> <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:

Capital Property Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 451401

NO PROPOSALS. As at the 27th January 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

28A LEARMONTH STREET, TEESDALE 3328
GOLDEN PLAINS SHIRE

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 January 2026

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 79453539 - 79453539115420 '451401'

Bayshore Building Surveying Pty Ltd

ABN NO: 99697173313

3 Bush Place Ocean Grove 3226

PH: 0417573468 0417100672 EMAIL: roger@bayshoresurveying.com.au

Application Number: BLD20196170

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. BSU-1504/20196134/0 17 April 2019

Issued to

Agent of Owner **Oakwood Plains P/L t/as G.J. Gardner Homes Geelong**
ACN / ARBN
Postal Address **228 Moorabool Street Geelong**
Email **geelong.permits@gjgardner.com.au**
Address for serving or giving of documents: **228 Moorabool Street Geelong**
Contact Person **Rohan Smith**

Postcode **3220**

Postcode **3220**

Telephone **52211447**

Ownership Details (if person issued with permit is not the owner)

Owner **Owen & Jaquilyn MacKay & Douglas**
ACN / ARBN
Postal Address **17 Redgum Drive Teesdale**
Email **owenmackay11@hotmail.com**
Contact Person **Owen & Jaquilyn MacKay & Douglas**

Postcode **3328**

Telephone

Property Details [include title details as and if applicable]

Number 28	Street/Road Learmonth Street	Suburb Teesdale	Postcode 3328
Lot/s 3	LP/PS 629172N	Volume 11242	Folio 835
Crown allotment	Section No	Parish	County
Municipal District Golden Plains Shire			

Builder

Name **Oakwood Plains P/L t/as G.J. Gardner Homes Geelong** Telephone **03 - 5221 1447**
Address **228 Moorabool Street Geelong 3220**
*ACN/*ARBN: **92167210126**
*Building practitioner registration no: **CDBU 54088**

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

Details of Building Practitioners and Architects

Bayshore Building Surveying Pty Ltd

ABN NO: 99697173313

3 Bush Place Ocean Grove 3226

PH: 0417573468 0417100672 EMAIL: roger@bayshoresurveying.com.au

Application Number: BLD20196170

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: **28** Street/Road: **Learmonth Street** Suburb: **Teesdale** Postcode: **3328**
Lot/s: **3** LP/PS: **629172N** Volume: **11242** Folio: **835**
Crown allotment: Section: No Parish: County:
Municipal District: **Golden Plains Shire**

Inspection Type

Pre-Slab
Slab Steel
Frame
Final

Approval Date

23 May 2019
29 May 2019
13 June 2019
23 October 2019

Building permit details

Building permit number: **BSU-1504/20196134/0**
Version of BCA applicable to building permit: **2016**
Nature of Building Works: **Construction of Dwelling, Garage & Alfresco**

Building Details

Part of building to which permit applies: **All**
Permitted use: **Domestic**
BCA Class of building: **1ai,10a**
Maximum permissible floor live load: **1.5kpa**
Maximum number of people to be accommodated:

Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Golden Plains Shire	Permit to Install a Septic Tank System	Environmental Protection Act 1970 Part IXB- Septic Tank Systems Section 53MB

Septic tank permit S19-045

Suitability for occupation

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

Certificate Number: BSU-1504/20196134/0

Page 1 of 2

Relevant building surveyor

Name: **Roger Gledhill**
Address: **3 Bush Place Ocean Grove 3226**
Email: **roger@bayshoresurveying.com.au**
Building practitioner registration no.: **BSU-1504**
Municipal district name: **Golden Plains Shire**
Occupancy Permit no. **BSU-1504/20196134/0**
Date of issue: **31 October 2019**
Date of final inspection **23 October 2019**
Signature: 

Domestic Building Insurance

Certificate of Insurance

Jacquilyn Douglas & Owen Mackay

**17 Red Gum Dr
TEESDALE
VIC 3328**

Policy Number:
C463189

Policy Inception Date:
18/09/2019

Builder Account Number:
014773

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

Policy Schedule Details

Domestic Building Work: **C05: Swimming Pools**
At the property: **28a Learmonth St TEESDALE VIC 3328 Australia**
Carried out by the builder: **PUCKLE PTY LTD**
Builder ACN: **101225898**



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

For the building owner(s): **Jacquilyn Douglas & Owen Mackay**
Pursuant to a domestic building contract dated: **26/03/2019**
For the contract price of: **\$ 40,400.00**
Type of Cover: **Cover is only provided if PUCKLE PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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



Form 2
Building Act 1993
Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT: 3934519560402

ISSUED TO:

Owner/Agent owner Owen MacKay
Postal address: 119 Red Gum Drive TEESDALE VIC 3328
Address for serving or giving of documents: 119 Red Gum Drive TEESDALE VIC 3328
Contact person: Owen MacKay
Email: owenmackay11@hotmail.com

OWNER

Owner: Owen MacKay & Jacquilyn Douglas
Postal address: 119 Red Gum Drive TEESDALE VIC 3328
Contact person: Owen MacKay & Jacquilyn Douglas
Email: owenmackay11@hotmail.com

PROPERTY

Project Address: (Lot 3) 28A Learmonth Street, TEESDALE 3328

Title Details: LP/PS: 629172N; Vol: 11242; Fol: 835
Municipal District: Golden Plains Shire Council

BUILDER

Name: OWNER - Not Registered Building Practitioner

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECT

(a) to be engaged in the building work

Name	Registration Number	Type	Involvement
Owen MacKay		Owner	Architectural Plans
Rohan Nancarrow	EC44684	Civil Engineer	Structural Design

NATURE OF BUILDING WORK

Construction of :Shed

Version of BCA application to permit: 2019

Total Cost of building work: \$15,850

Total floor area of new building work: 84 m²

BUILDING CLASSIFICATION

Part of building - All parts see plans endorsed by RBS 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:

Foundation of Pad Footings - Prior to placing concrete being cast

Reinforcement - Prior to placing concrete in Slab &/or Footings being cast

Frame / Final - Prior to use or occupation

OCCUPATION OR USE OF BUILDING

A Certificate of Final Inspection is required prior to use or occupation of this building.

COMMENCEMENT & COMPLETION

This building work must commence by 04/10/2020

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 dated under regulation 59 of the Building Regulations 2018

This building work must be completed by 04/10/2021

If the building work to which this building permit applies is not completed by this date this building permit will lapse.

CONDITIONS

This permit is subject to the following conditions -

1. The proposed storm water is to be directed to the existing system. Should the existing system not be capable of carrying the increased volume of water please provide amended plans showing the storm water line to the existing point of discharge. Water discharging from the storm water system at the point of discharge must not affect the adjoining properties or any buildings.

CORPORATE BUILDING SURVEYOR

Name: **Geelong & Surfcoast Building Surveying Pty Ltd**

Building Practitioner Registration No.: **CBS-U 57733**

Address: 413, Yarra St, SOUTH GEELONG

Email: admin@bpc.net.au

RELEVANT BUILDING SURVEYOR

Name Robert Peart

Building Practitioner Registration No. **BS-U 1201**

Address: 413, Yarra St, SOUTH GEELONG

Email: admin@bpc.net.au

Signature:



Permit no: 3934519560402

Date of issue of permit: 04/10/2019



Geelong & SurfCoast Building Surveying P/L itf R & K Peart Family Trust t/a

FORM 17

Regulation 200

Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Address: Lot (3), 28A Learmonth Street, TEESDALE. VIC 3328
Title Details: LP/PS 629172N; Volume: 11242 Folio: 835
Municipal district: Golden Plains Shire Council

Building permit details

Building Permit number: 3934519560402
Version of BCA applicable to building permit: NCC 2019, Volume 2 (Class 1 to 10); Volume 1 (Class 2 to 9)

Description of building work

Part of building	Permitted Use	BCA Class of building
Shed	Domestic	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: Geelong & Surfcoast Building Surveying
Building practitioner registration no.: CBS-U 57733
Address: 413 Yarra Street, South Geelong. Vic 3220
Email: admin@bpc.net.au

Designated Building Surveyor

Name: Robert Peart
Building practitioner registration no.: BS-U 1201

Certificate number: 3934519560402 **Certificate date:** 15 July 2020

Signature:

Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. 3934519560402, issued on 04 October 2019 are as follows;

Inspection date	Inspected by	Inspection Description
06/02/2020	IN-L 42070, Liam Mahoney	Foundation of Pad Footings - Prior to placing concrete being cast
06/02/2020	IN-L 42070, Liam Mahoney	Reinforcement - Prior to placing concrete in Slab &/or Footings being cast
15/07/2020	IN-L 33430, Leighton Howes	Frame / Final - Prior to use or occupation

14/01/2020
File No: 20190448/0



To the Building Surveyor
Golden Plains Shire Council
PO Box 111
BANNOCKBURN VIC 3331

Dear Sir / Madam,

Variation of Building Permit (Section 73)

Building Permit: **6508034267278**

In accordance with the provisions of Section 73 of the Building Act 1993 please find enclosed documents pertaining to an amendment to the building permit issued by us within your municipality as previously advised.

Property Details:

28A Learmonth Street TEESDALE VIC 3328

Title Details:

LP/PS: 629172, Vol: 11242, Folio: 835

Project Description:

Construction of Swimming Pool & Enclosure (10b)

Building Permit Amendments:

Revised pool fence layout/location.

Please do not hesitate to contact us if you have any queries or further information is required.

Yours faithfully,

A handwritten signature in black ink, appearing to read "W. Eastwood".

Wayne Eastwood (BS-U 37837)
RELEVANT BUILDING SURVEYOR
Base Building Permits

Amended Building Permit

Form 2 Building Act 1993 Building Regulations 2018 – Regulation 37(1)



Permit No: BS-U 37837 6508034267278

Issued To -

Name: Puckle Pty Ltd - Narellan Pools Geelong
ACN: 101225898
Postal Address: 4/13-15 Crown Street SOUTH GEELONG, VIC 3220
Email: reception@npgeelong.com

Address for Serving or Giving of Documents

Address: 4/13-15 Crown Street SOUTH GEELONG VIC 3220
Contact Person: Puckle Pty Ltd - Narellan Pools Geelong
Phone: (03) 5223-3016

Ownership Details

Name: Owen Mackay & Jacquilyn Douglas (Owner builder for pool fence only)
ACN:
Postal Address: 17 Red Gum Drive TEESDALE, VIC 3328
Email: owenmackay11@hotmail.com
Contact Person: Owen Mackay & Jacquilyn Douglas (Owner builder for pool fence only)
Phone: 0437 121 373

Property Details

Address: 28A Learmonth Street TEESDALE VIC 3328
Title Details: LP/PS: 629172, Vol: 11242, Folio: 835
Municipal District: Golden Plains Shire Council

Builder

Name: Puckle Pty Ltd
ACN: 101225898
Phone: (03) 5223-3016
Registration No. CDB-L 49143
Postal Address: 4/13-15 Crown Street SOUTH GEELONG, VIC 3220

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

Natural Person for Service of Directions, Notices and Orders

Name: Stefan Tamassy
Phone: (03) 5223-3016
Postal Address: 4/13-15 Crown Street SOUTH GEELONG, VIC 3220

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Robert Showers	Engineer - Civil	EC 24162

Details of Domestic Building Work Insurance

Name of Builder: Puckle Pty Ltd
Insurance Provider: Insurance House Pty Ltd
Policy Number: C463189

T: 0498 727 907 • E: wayne@basebp.com.au
PO Box 402 LEOPOLD VIC 3224
www.basebp.com.au

POWERED BY - PERMIT PRO  BETTER BUILT SOFTWARE

Certificate of Final Inspection

Form 17 Building Act 1993 Building Regulations 2018 – Regulation 200



Certificate No: BS-U 37837 6508034267278

Property Details: 28A Learmonth Street TEESDALE VIC 3328
Title Details: LP/PS: 629172, Vol: 11242, Folio: 835
Municipal District: GOLDEN PLAINS SHIRE COUNCIL

Building Permit Details

Building Permit No.: BS-U 37837 6508034267278
Version of BCA applicable to building permit: BCA 2019 Volume 2

Description of Building Work:

Part of Building	Permitted Use	BCA Class
Swimming Pool & Enclosure	Domestic	10b

Maintenance Determination

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

Directions to Fix Building Work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name: Wayne Eastwood
Address: PO Box 402 LEOPOLD VIC 3224
Email: wayne@basebp.com.au
Building practitioner registration no.: BS-U 37837

Certificate No.: BS-U 37837 6508034267278

Date of Issue: 14/01/2020

Signature:

A handwritten signature in black ink, appearing to read 'W. Eastwood', written over a horizontal line.

Domestic Building Insurance

Certificate of Insurance

Jacquilyn Douglas & Owen Mackay

**17 Red Gum Dr
TEESDALE
VIC 3328**

Policy Number:

C463189

Policy Inception Date:

18/09/2019

Builder Account Number:

014773

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

Policy Schedule Details

Domestic Building Work: **C05: Swimming Pools**

At the property: **28a Learmonth St TEESDALE VIC 3328 Australia**

Carried out by the builder: **PUCKLE PTY LTD**

Builder ACN: **101225898**



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

For the building owner(s): **Jacquilyn Douglas & Owen Mackay**

Pursuant to a domestic building contract dated: **26/03/2019**

For the contract price of: **\$ 40,400.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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



OWEN GEORGE MACKAY
28A LEARMONTH STREET
TEESDALE VIC 3328
Email : owenmackay11@hotmail.com

18 December 2020
Our ref: PS00006

Dear Sir/Madam

RE: Registration of Swimming Pool or Spa

Thank you for registering your swimming pool/spa with Council.

Please see below for the details of your pool/spa as listed with Council. In particular please note the date that you are required to lodge your Certificate of Pool and Spa Barrier Compliance with Council.

Penalties may apply if do not lodge a Certificate of Pool and Spa Barrier Compliance by the specified due date.

Address of Swimming Pool or Spa	28A Learmonth Street TEESDALE Victoria 3328
Type of Pool or Spa	Permanent Swimming Pool
Due Date for Compliance Certificate of Swimming Pool or Spa Barrier to be lodged with Council	01/11/2023
Applicable Barrier Standard	AS1926.1-2012
Date of Construction of Swimming Pool or Spa	19/09/2019

Under Section 144(2) of the Act, an owner may appeal to the Building Appeals Board against a determination by the relevant council, of the date of construction of the swimming pool or spa within 30 days after the owner receives the determination.

How to obtain a Certificate of Pool and Spa Barrier Compliance for your Swimming Pool/Spa Barrier

You will need to engage a Private Building Surveyor or Building Inspector to inspect your swimming pool Safety Barrier and to issue your barrier Compliance Certificate.

If your barrier does not meet the required safety standards, but is not an immediate danger to life and safety, they will direct you to carry out the necessary maintenance within a specified time frame. Once any defects have been fixed, they can then issue a Compliance Certificate.

If at the time of the barrier inspection there are defects which the private building surveyor/ inspector considers are a potential risk to the life and safety of persons then they must advise Council which may result in enforcement to make the barrier safe within 48 hours.

As the owner, you are required to submit the Compliance Certificate to Council which can be done online, through mail or in person and pay the prescribed fee.

Should you have any queries in relation to the contents of this letter, please contact the Building Department at this office on 5220 7111.

Yours faithfully,

Building Administration Officer
Golden Plains Council

FORM 23

Regulation 147Y(4)

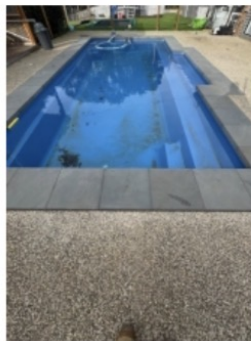
Building Act 1993

Building Regulations 2018

Issued To:

1. Name of owner of the land (the property) on which the swimming pool or spa is located:	Owen Mackay
2. Postal address:	28 Learmonth Street, Teesdale Victoria, 3328 Australia
3. Phone number:	+610430 373 775
4. Email address:	owenmackay11@hotmail.com

Property details:



Pool Location Address	28 Learmonth Street Teesdale 3328 Victoria Australia
Lot/s	Lot 3
LP/PS	PS 629172
Municipal District or Council	Golden Plains Shire
Type of swimming pool or spa:	Permanent swimming pool
5. Date of construction of the swimming pool or spa:	19 September 2018
6. Applicable barrier standard:	AS 1926.1-2012
7. The applicable barrier standard applies under:	relevant deemed to satisfy provisions of the BCA
8. Date of inspection of the swimming pool or spa barrier:	22 Jul 2024

Certification of Compliance

Following inspection of the swimming pool barrier/spa barrier on the date/s referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa inspector

Date 22 Jul 2024

9. Building Work on the Barrier.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barriers compliance with the applicable barrier standard.

Inspector Details:

10. Name of Pool Inspector	Michael Burge
11. ACN/ARB: N:	638020907
12. Address:	10 Weerana Way, Lara, 3212
13. Email:	mick@geelongpoolfence.com.au

Jacquilyn Douglas
28A Learmonth Street
TEESDALE Victoria 3328

1 August 2024
Our ref: PS00006

Dear Jacquilyn

Matter: Acceptance of Pool and Spa Compliance Certificate Lodgement
At: 28A Learmonth Street TEESDALE Victoria 3328

Thank you for lodging your Certificate of Swimming Pool and Spa Barrier compliance (Form 23). Your certificate has now been assessed and successfully accepted by council.

Please see below the details regarding your swimming pool and/or spa and the date due you are required to lodge your next Certificate of Pool and Spa Barrier Compliance by.

Swimming Pool Barrier	
Address of Swimming Pool/Spa	28A Learmonth Street TEESDALE Victoria 3328
Type of Pool/Spa	Permanent Swimming Pool
Due Date for Certificate Compliance Swimming Pool/Spa Barrier	24/07/2028
Applicable Barrier Standard	AS1926.1-2012
Date of Construction of Swimming Pool/Spa	19/09/2019

Please note: Owners of the land are required to have the barrier re-inspected and lodge a Certificate of Pool and Spa Barrier Compliance for your pool/spa every **4 years** from the date the last Certificate of Pool and Spa Barrier Compliance was lodged with council.

You will be required to provide a copy of this letter to the inspector.

Council will send reminders to you closer to the due date. To ensure you receive these reminders, you must contact council if your contact details change.

Penalties will apply if you do not lodge a Certificate of Pool and Spa Barrier Compliance with Council by the specified due date.

For more information on the above, attached to this compliance acceptance letter are frequently asked questions (FAQ) council receives during the lodgement process for your future reference.

If you decide to decommission/remove the pool or spa prior to the next lodgement date you must notify council, see FAQ for more information.

Should you have any queries in relation to the contents of this letter, please contact the Building Department at this office on 5220 7111.

Yours faithfully,
Building Services
Golden Plains Shire Council

Sample two-lot owners corporation certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners corporation number

Address 28a Learmonth Street, Teesdale VIC 3328

This certificate is issued for lot 3 on plan of subdivision number 629172N

Postal address 28a Learmonth Street, Teesdale VIC 3328

Applicant for the certificate Capital Property Conveyancing

Address for delivery of certificate PO Box 159, Bannockburn VIC 3331

Date that the application was received 27/01/2026

Important:

The information in this certificate is issued on (insert date) 4 February 2026

Plan of subdivision number 629172N is a two-lot subdivision.

Section 7(1) of the *Owners Corporations Act 2006* provides that an owners corporation for a two-lot subdivision is exempt from compliance with:

- sections 18, 31, 32, 59, 60, 61, 62, 65, 93, 94, 95, 96 and 97; and
- Divisions 2, 3 and 4 of Part 3; and
- Divisions 1, 2, 3, 4 and 5 of Part 4; and
- Divisions 1 and 2 of Part 9; and
- Division 1 of Part 10.

Therefore this subdivision is exempt from the requirement to prepare or maintain an owners corporation register and hold an annual general meeting.

1.	The current annual fees for the lot *per quarter or *annually (*strike out if not applicable) are:
	<i>NIL</i>

2.	The date which the fees for the lot have been paid up to is:
	<i>NIL</i>
3.	The total of any unpaid fees or charges for the lot is:
	<i>NIL</i>
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	<i>NIL</i>
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees and special fees as set out above :
	<i>NIL</i>
6.	Insurance details
	<i>NIL</i>
7.	Has the owners corporation resolved that the members may arrange their own insurance under Section 63 of the Act? If so, provide the date of that resolution:
	<i>NIL</i>
8.	The total funds held by the owners corporation:
	<i>NIL</i>
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:
	<i>NIL</i>
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:
	<i>NIL</i>
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:

	<i>NIL</i>
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details:
	<i>NIL</i>
13.	Are there any legal proceedings to which the owners corporation is a party, and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details:
	<i>NIL</i>
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:
	<i>NIL</i>
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
	<i>NIL</i>
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. (N.B. This owners corporation is exempt from this requirement under Section 7 of the <i>Owners Corporations Act 2006</i>)
17.	Documents required to be attached to the owners corporation certificate are:
	<ul style="list-style-type: none"> • A copy of any rules registered at Land Victoria. There are no rules registered at Land Victoria • A copy of all resolutions made at the last annual general meeting. (N.B. This owners corporation is exempt from this requirement under Section 7 of the <i>Owners Corporations Act 2006</i>) • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"

This owners corporation certificate was prepared by: **Capital Property Conveyancing**

Postal address

PO Box 159, Bannockburn VIC 3331

The common seal of owners corporation number

was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:



Owner Builder Inspection Report

AZTEC Building Inspections

Used in assessing a proposal for warranty insurance, to be issued under Section 137B (2) (a) of the Building Act 1993

Owner Builder Inspection Report

AZTEC Building Inspections

28A Learmonth
Street TEESDALE
VIC 3328

Prescribed

practitioner/Inspector

Michael Jakubzik

Registration Number

IN-U – 41384

Date of Inspection

3 February 2026

Weather Conditions

Sunny

Owner Builder Details

Name/s	Owen MacKay & Jacquilyn Douglass
Address	28A Learmonth Street TEESDALE VIC 3328

Owner Builder Property Details

Address	28A Learmonth Street TEESDALE VIC 3328
Municipal District	Golden Plains Shire

Building Permit Details

Building Permit Number	3934519560402 (Main Shed ONLY)
Certificate of Final Inspection Date	15 July 2020 (Main Shed ONLY)

Description of Building Works Covered by this Report

Construction of x2 steel sheds and x2 timber verandahs.



Construction Details

Construction of two, all-steel frames and clad sheds, fixed to concrete slabs and x2 timber verandahs.

Visual Defects Noted During Inspection

No visual defects noted at time of inspection,

Secondhand Materials

No second-hand materials noted during the inspection. The owner confirmed that no second-hand materials have been used in the construction of the sheds and verandahs.

Areas Of the Building Inaccessible at The Time of Inspection

The following areas were not inspected as reasonable access was not available or the visual inspection was obstructed or restricted.

The steel of slabs	No footings were exposed at time of inspection
The pier hole depths	No footings were exposed at time of inspection
The roof connectors	No visual inspection of connection detail of post styrupe roof brackets to existing top plate at time of inspection.

Summary

Visually the sheds appear to be structurally sound with all fixing points/joins bolted and screwed, bracing fixed and all external cladding fixed off adequately.

The downpipes have been connected and directed to water tanks.

The slabs appear to be in good condition at column fixing points, with no major movement in external walls and no rust present at structural points.

All works appear to be of a good standard, with all welded sections coated to prevent rust.

All work in relation to the main shed appeared completed at the time of inspection with building permit documentation.

Visually the verandahs appear to be structurally sound and constructed to a professional standard. No major structural problems were visually evident during the site inspection. Storm water catchment appears to have been directed to existing storm water system.

All external timber appears to be in good condition.

The owner stated the second skillion shed and x2 verandahs have been completed for approx. 5 years.





Important Inspection Report Information

This owner builder inspection report is not a pre-purchase building inspection report. This owner builder inspection report was conducted using visual means only. The inspection report includes the areas of the building where clear and unobstructed visual inspection was achieved. This inspection report does not include areas which were visually restricted via any means including poor light, and non-fixed items such as furniture and the like.

This owner builder inspection report does not include the condition or certification of the properties services, including but not limited to the electrical, sewerage, water, gas, plumbing and plumbing fixtures.

This inspection report is not a certificate of compliance within any Act, Regulations, Code, Standard, Ordinance or by-law.

No enquiry has been made to any authority, Council or private building surveyor in relation to the subject building in this inspection report.

This owner builder inspection report does not verify that the building/s comply with any Act, Regulation, Building Code or Australian Standard.

This owner builder inspection report is not evidence, that the subject building/s have been constructed in accordance with any approved building permit plans and conditions or other plans which may have been submitted.

This owner builder inspection report is not a warranty or insurance policy against any problems developing with the building/s in the present of in the future.

During this owner builder inspection report, no excavations have been undertaken to gain a visual inspection. No soil or other material has been moved or removed to gain a visual inspection. No loose or non-fixed items such as furniture and stored goods were removed or moved to gain a visual inspection.

This owner builder inspection report does not include investigation or report of any type of insect attack such as termites, borers, ants, spiders or the like.

There is no guarantee that all faults and defects within the subject building/s have been detailed in this report.