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# Vendor Statement

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Property address: 2 Avoca Lane, Glenrowan, Victoria 3675

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Vendor: Roland Geoffrey Bode and Andrew Dale McLauchlan as Executors of the estate of the late Joan Butler

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Purchaser:

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**Sartori Legal Services Pty Ltd**

33 Ely Street, WANGARATTA VIC 3677

PO Box 313, WANGARATTA VIC 3676

Phone: 03 5721 8500

Fax: 03 5721 9404

Email: [admin@sartorilaw.com.au](mailto:admin@sartorilaw.com.au)

Ref: SWS:CJG:251922

# 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 purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

*The parties may sign by electronic signature. State nature of authority for each party if applicable, for example, 'director', 'attorney under power of attorney'.*

Land

2 Avoca Lane, Glenrowan 3675

## SIGNED BY THE VENDOR

Vendor's name

Roland Geoffrey Bode as Executor of the estate of the late Joan Butler

Date

3/9/2025

Vendor's signature



## SIGNED BY THE VENDOR

Vendor's name

Andrew Dale McLauchlan as Executor of the estate of the late Joan Butler

Date

4/9/2025

Vendor's signature



## SIGNED BY THE PURCHASER

Purchaser's name

Date

/ /

Purchaser's signature

## SIGNED BY THE PURCHASER

Purchaser's name

Date

/ /

Purchaser's signature

## FINANCIAL MATTERS

- (a) **Particulars of any rates, taxes, charges or other similar outgoings, and any interest on them.**

(i) Are contained in the attached certificate/s.

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

	To	
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Other particulars, including dates and times of payments:
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- (c) **Terms contract**

*This section 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.

- (d) **Sale subject to mortgage**

*This section 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.

- (e) **Commercial and Industrial Property Tax Reform Act 2024**

(i)	Is the land Tax Reform Scheme Land within the meaning of the Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(ii)	The Australian Valuation Property Classification Code, within the meaning of the Act, most recently allocated to the land is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	AVPCC No. 110
(iii)	If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Act is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	Entry Date: <b>OR</b> <input checked="" type="checkbox"/> Not applicable

## INSURANCE

- (a) **Damage and destruction**

*This section 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.

(b) **Owner builder**

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

Not Applicable.

**LAND USE**

(a) **Easements, covenants or other similar restrictions**

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

Is in the attached copies of title documents.

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

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

(b) **Road access**

There is NO access to the property by road.

(c) **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the Building Act 1993.

(d) **Planning Scheme**

Attached is a certificate with the required specified information.

**NOTICES**

(a) **Notices, orders, declarations, reports or recommendations**

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.

(b) **Agricultural chemicals**

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

None to the Vendor's knowledge.

(c) **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:

None to the Vendor's knowledge.

**BUILDING PERMITS**

*Required only where there is a residence on the land.*

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years:

Not Applicable.

**OWNERS CORPORATION**

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

Not Applicable.

**GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

Not Applicable.

**SERVICES**

The following services 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 type="checkbox"/>
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**TITLE**

Attached are copies of the following documents:

(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.

**SUBDIVISION**

(a) **Unregistered subdivision**

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

Not Applicable.

(b) **Staged subdivision**

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

Not Applicable.

(c) **Further plan of subdivision**

*This section 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.

## 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 affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth):

Not Applicable.

## DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Due Diligence Checklist attached

## ATTACHMENTS

*Any certificates, documents and other attachments may be annexed to this section.*

*Additional information may be added to this section where there is insufficient space in any of the earlier sections.*

Share certificate for Hamilton Park Co-operative Limited. Transfer of Share form
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# Due Diligence Checklist

## Consumer Affairs Victoria

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### 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](#) ([consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist)).

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### **Has previous land use affected the soil or groundwater?**

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

## Land boundaries

### **Do you know the exact boundary of the property?**

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

## Planning controls

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

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

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

### **Are there any proposed or granted planning permits?**

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

## Safety

### **Is the building safe to live in?**

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

## Building permits

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## Utilities and essential services

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

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

## Buyers' rights

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 08914 FOLIO 090

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**LAND DESCRIPTION**

Lot 30 on Plan of Subdivision 092693.  
PARENT TITLE Volume 08887 Folio 794  
Created by instrument LP092693 03/02/1972

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
ROLAND GEOFFREY BODE of 6 HULME DRIVE WANGARATTA VIC 3677  
ANDREW DALE MCLAUHLAN of 830 WARBY RANGE ROAD WANGARATTA SOUTH VIC 3678  
Executor(s) of JOAN BUTLER deceased  
AX998128G 15/05/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT (as to whole or part of the land) in instrument F392800

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP092693 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: 2 AVOCA LANE GLENROWAN VIC 3675

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 23130F SARTORI LEGAL SERVICES  
Effective from 15/05/2024

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP092693</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>19/08/2025 17:25</b>

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LP 92693  
EDITION 2

PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENT 26 SECTION 12 PARISH: GLENROWEN COUNTY: MOIRA <b>Measurements are in Links</b> Conversion Factor LINKS X 0.201168 = METRES	APPROPRIATIONS <u>Brown - Way and Drainage Easement</u>  <u>Blue - Water Supply Easement</u>
	ENCUMBRANCES AND OTHER NOTATIONS All corner sploys are 30 links. Reference Marks (R.M.'s) are 34' dia by 12" long cast-iron iron pipes.  E-3 DRAINAGE AND WATER SUPPLY EASEMENT VIDE C/E H436958 E-4 DRAINAGE AND WATER SUPPLY EASEMENT VIDE C/E H436957 E-5 C/E F200583 TO S.E.C.

DEPTH LIMITATION 15.24M

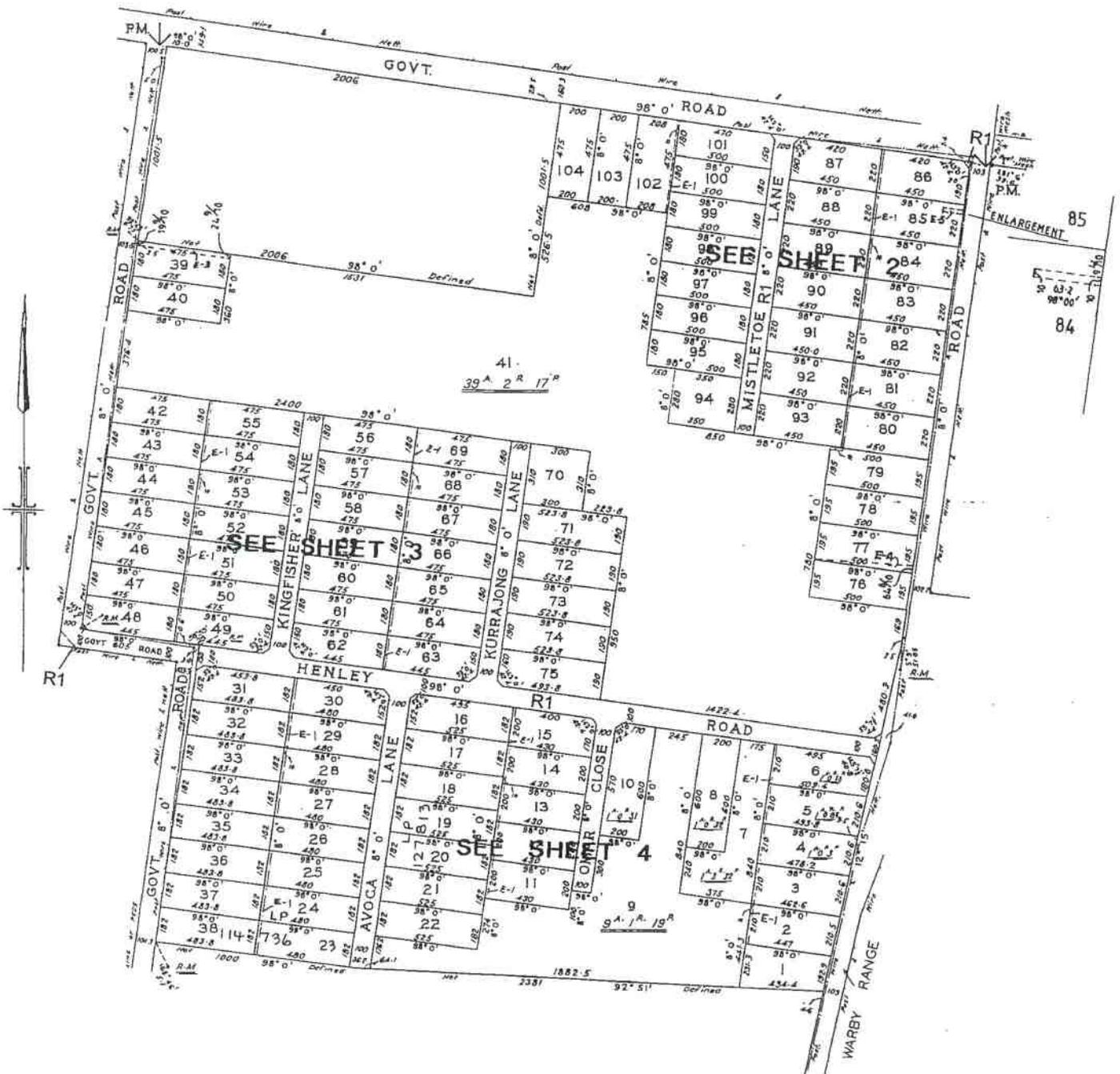
APPROVED 28/10/71  
COLOUR CONVERSION  
BLUE = E-1  
BROWN = E-2

4 SHEETS  
SHEET 1

C/T V 8887 F 794

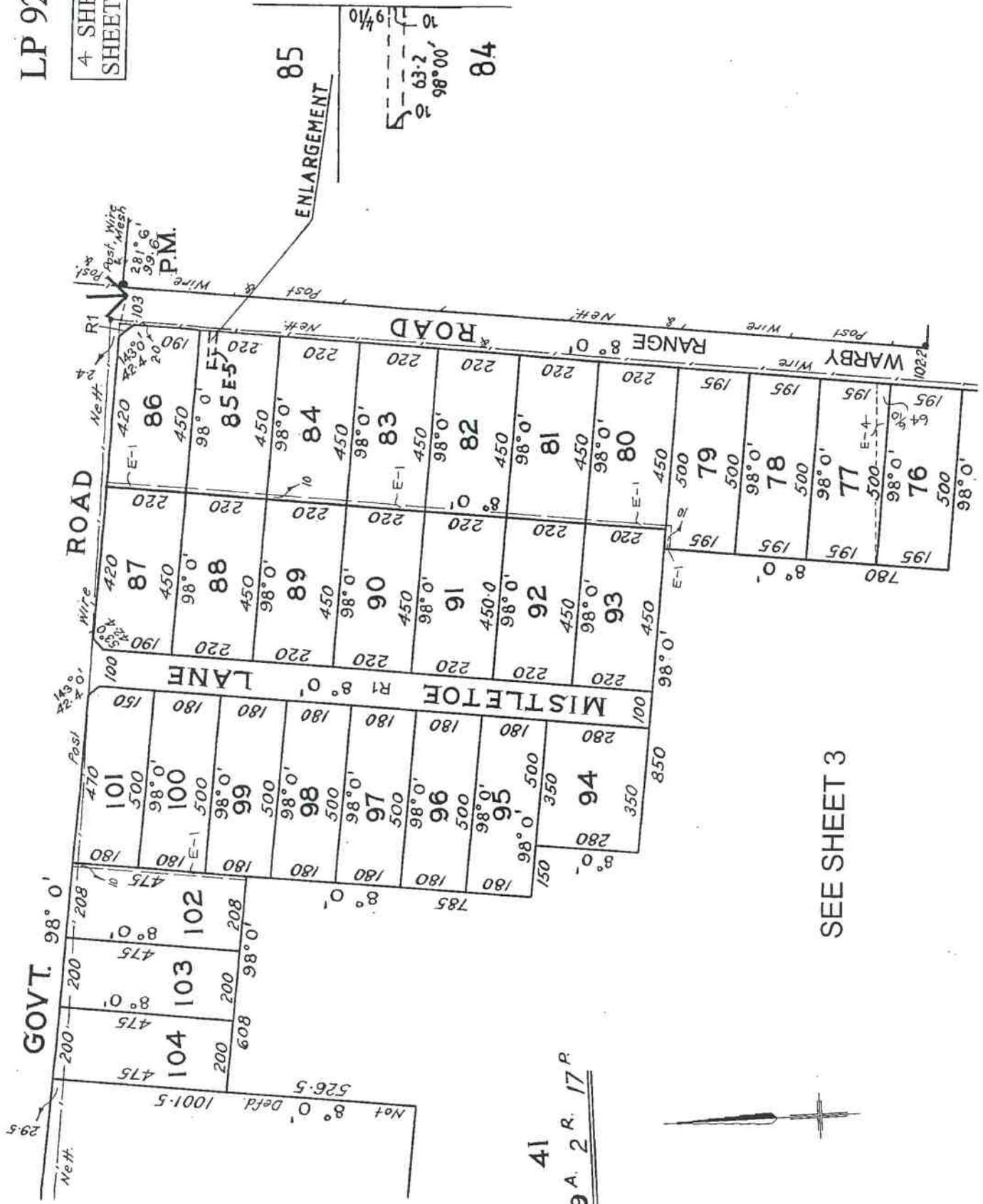
APPURTENANT EASEMENT

LOTS 1 TO 4 (B.I) 6 TO 10 (B.I) 13 TO 18 (B.I) 21 TO 34 (B.I)  
 38 TO 48 (B.I) 54 TO 59 (B.I) LOT 61 64 TO 69 (B.I)  
 72 TO 79 (B.I) AND (B1 TO 101 B1) WATER SUPPLY IN FAVOUR OF  
 LOTS 1 TO 4 (B.I) 6 TO 10 (B.I) 13 TO 18 (B.I) 21 TO 34 (B.I)  
 38 TO 48 (B.I) 54 TO 59 (B.I) LOT 61 64 TO 69 (B.I)  
 72 TO 79 (B.I) AND (B1 TO 101 B1) CREATED BY  
 INSTRUMENT NO. E941722  
  
LOT 9 & ROADS R1 DRAINAGE AND WATER SUPPLY EASEMENTS IN FAVOUR OF  
 LOT 9 & ROADS R1 CREATED BY INSTRUMENTS NOS H436957 & H436958



LP 92693

4 SHEETS  
SHEET 2



SEE SHEET 3

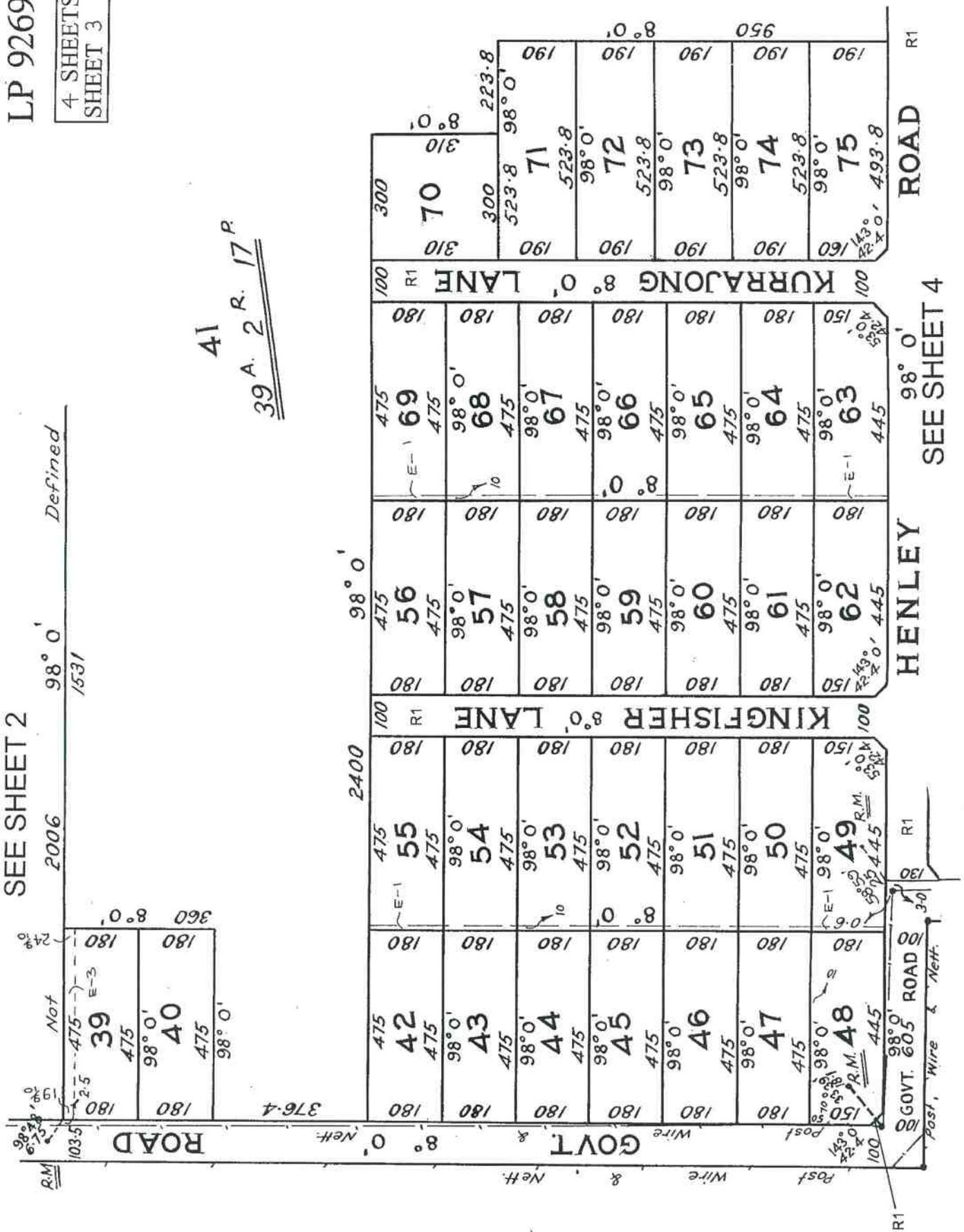
41  
39 A. 2 R. 17 P.

SEE SHEET 2

LP 92693

4 SHEETS  
SHEET 3

41  
39 A. 2 R. 17 P.



R1

SEE SHEET 4

HENLEY

R1

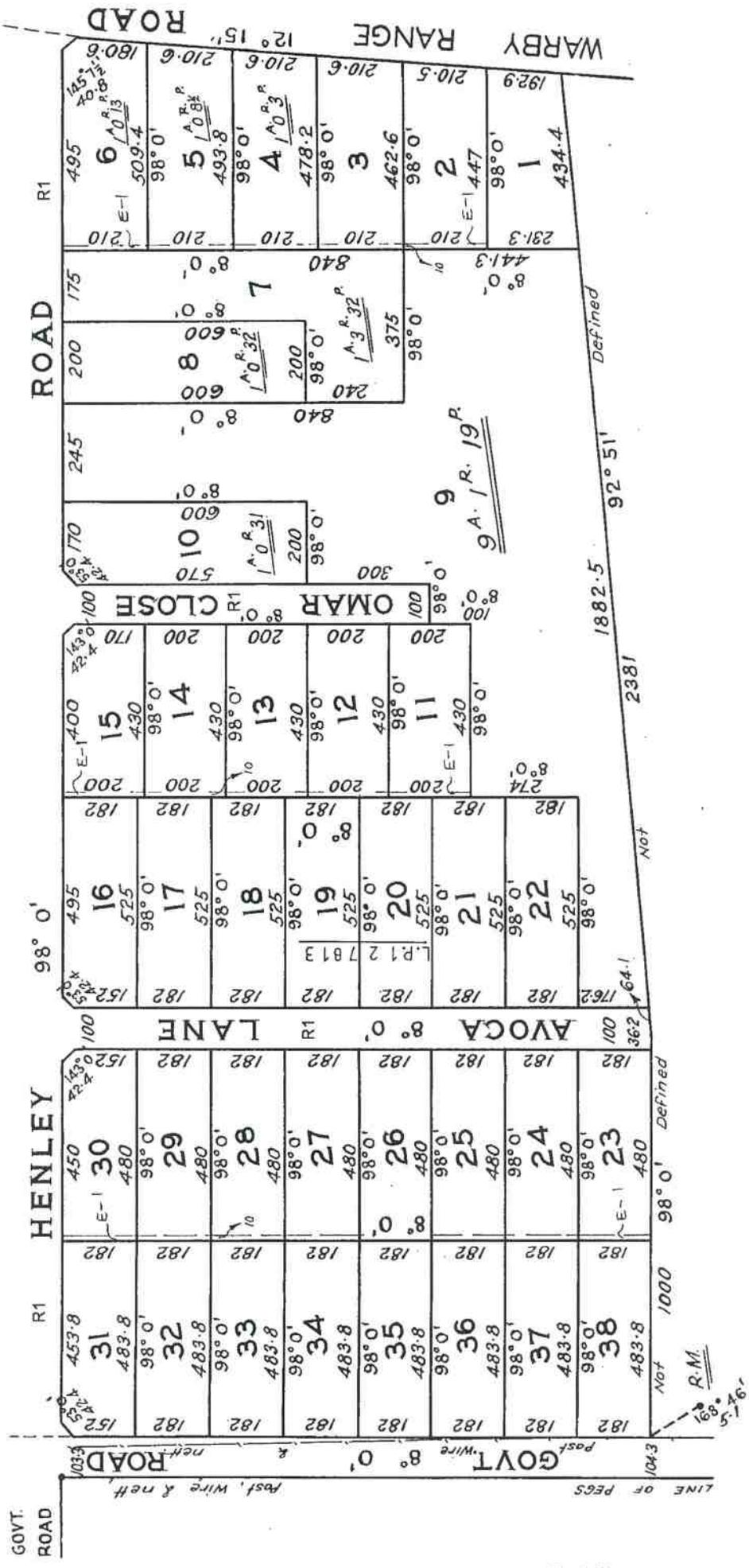
GOVT. ROAD

R1

LP 92693

4 SHEETS  
SHEET 4

SEE SHEET 3



Not

Not Defined

R.M.

LINE OF PEGS

Post, Wire & netf



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F392800

REGD

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F392800 Fee - 353538 JUL23-74

\*\*\* 19.00 A RT T19  
EXTRA FEE \$ 19

*Stewart & Constable*  
BY LETTER 371500 AUG1-2008 & BEAZLEY

SOLICITORS - WANGARATTA  
VICTORIA

TRANSFER OF LAND



~~\$84~~

~~NOTLIMAH PTY. LTD. and HAMILWOOD PTY. LTD.~~ both formerly of Markwood but now of South Wangaratta being registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Five Thousand Five Hundred and Fifty Dollars paid by ALEXANDER CHARLES HUTCHINSON BROSTER Retired Farmer and MARJORIE ELEANOR BROSTER Married Woman both of 26 Cavanagh Street Wangaratta DO HEREBY TRANSFER to the said ALEXANDER CHARLES HUTCHINSON BROSTER and MARJORIE ELEANOR BROSTER as joint tenants all our estate and interest in the surface and down to a depth of fifty feet below the surface all that piece of land being Lot 30/Plan of <sup>on</sup> Subdivision Number 92693 Parish of Glenrowan and being the whole of the land more particularly described in Certificate of Title Volume 8914 Folio 090 and the said ALEXANDER CHARLES HUTCHINSON BROSTER and MARJORIE ELEANOR BROSTER for their heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and each and every part thereof DO HEREBY and as separate covenants jointly and severally covenant with the said NOTLIMAH PTY. LTD. and HAMILWOOD PTY. LTD. and their transferees and other registered proprietor or proprietors for the time being of the land comprised in the said plan of subdivision and each and every part thereof other than the land hereby transferred as follows: -

1. THAT they will not erect or cause or suffer to be erected upon the said lot more than one dwelling house.
2. THAT they will not erect or cause or suffer to be erected upon the said lot any building other than a dwelling house with the usual outbuildings thereto and such dwelling house -  
(a) shall not be constructed upon the lower portion of

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09/11/74

the lot within the area coloured red on the map annexed hereto.

- (b) shall at its highest point not exceed eighteen feet above the highest point on the said allotment.
- (c) shall not build construct erect or allow to be built constructed or erected on the said Lot any dwelling unless such dwelling shall be of a design and type approved in writing, by the aforesaid Transferors if they shall be at the date of application hereinafter referred to the registered proprietors of any Lot in the aforesaid Plan of Subdivision or by the Benalla Shire Engineer for the time being appointed (and the expression Benalla Shire Engineer as herein used shall be deemed to include any person from time to time lawfully entitled to perform in relation to the said Lot duties presumably performed by the Benalla Shire Engineer in his capacity as such.) Such approval as aforesaid shall be an approval in response to an Application of the registered proprietor of the land for such approval.

3. THAT they will not suffer or permit or allow upon the said land <sup>HAMILWOOD SUBDIVISION</sup> ~~land~~ ~~said~~

- (a) Any unregistered or unroadworthy motor vehicle or part thereof or scrap iron or metal of any description exposed to public view.
- (b) Any garbage refuse rubbish or litter.
- (c) The depasturing harbouring or keeping of any pigs goats or cattle.
- (d) Any tent temporary shelter or caravan except such temporary shelter or caravan as shall be specifically authorised by the said NOTLIMAH PTY. LTD. and HAMILWOOD PTY. LTD. during the course of the construction of any dwelling to be erected upon the said land.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants and each of them shall be attached to and run at law and in equity with the land comprised in the said plan of Subdivision other than the land hereby transferred and that the

burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Lot and every part thereof as an encumbrance affecting same.

DATED the 18th day of June One thousand nine hundred and seventy-four

THE COMMON SEAL of NOTLIMAH PTY. LTD. and HAMILWOOD PTY. LTD. were hereunto affixed in accordance with the provisions of the Articles of Association in the presence of:



Director  
Barbara P. Hamilton... Director

SIGNED by the said ALEXANDER CHARLES HUTCHINSON BROSTER in the presence of:

L. Henderson

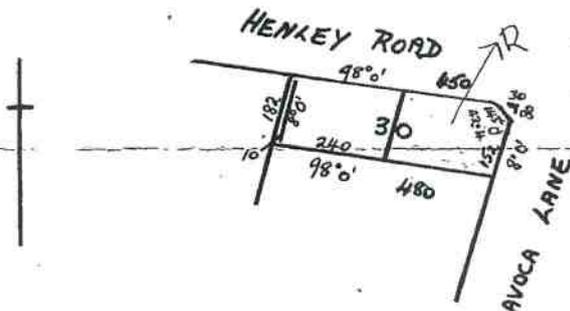
A.C. Broster

SIGNED by the said MARJORIE ELEANOR BROSTER in the presence of:

L. Henderson

M.E. Broster

MAP HEREINBEFORE REFERRED TO



COLOUR CODE  
Y=Yellow O=Orange BR=Brown  
G=Green R=Red BL=Blue P=Purple  
H=Hatched CH=Cross Hatched

ENCUMBRANCES REFERRED TO

The easements (if any) affecting the said land and the encumbrances (if any) set out at the foot of the Certificate of Title to the said land.

DATED 28th June, 1974.

NOTIMAH PTY. LTD. and  
HAMILWOOD PTY. LTD.

to

A.C.H. & M.E. BROSTER

TRANSFER OF LAND

A memorandum of the within instrument  
has been entered in the Register Book.



NEIL STEWART & CONSTABLE,  
Solicitors,  
28 Reid Street,  
Waverata. 3677

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1168780

## APPLICANT'S NAME & ADDRESS

SARTORI LEGAL SERVICES PTY LTD C/- INFOTRACK (LEAP)  
C/- LANDATA  
DOCKLANDS

## VENDOR

BODE, ROLAND GEOFFREY

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

433698

This certificate is issued for:

LOT 30 PLAN LP92693 ALSO KNOWN AS 2 AVOCA LANE GLENROWAN  
WANGARATTA RURAL CITY

The land is covered by the:

WANGARATTA 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 BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2

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

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

19 August 2025

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.  
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

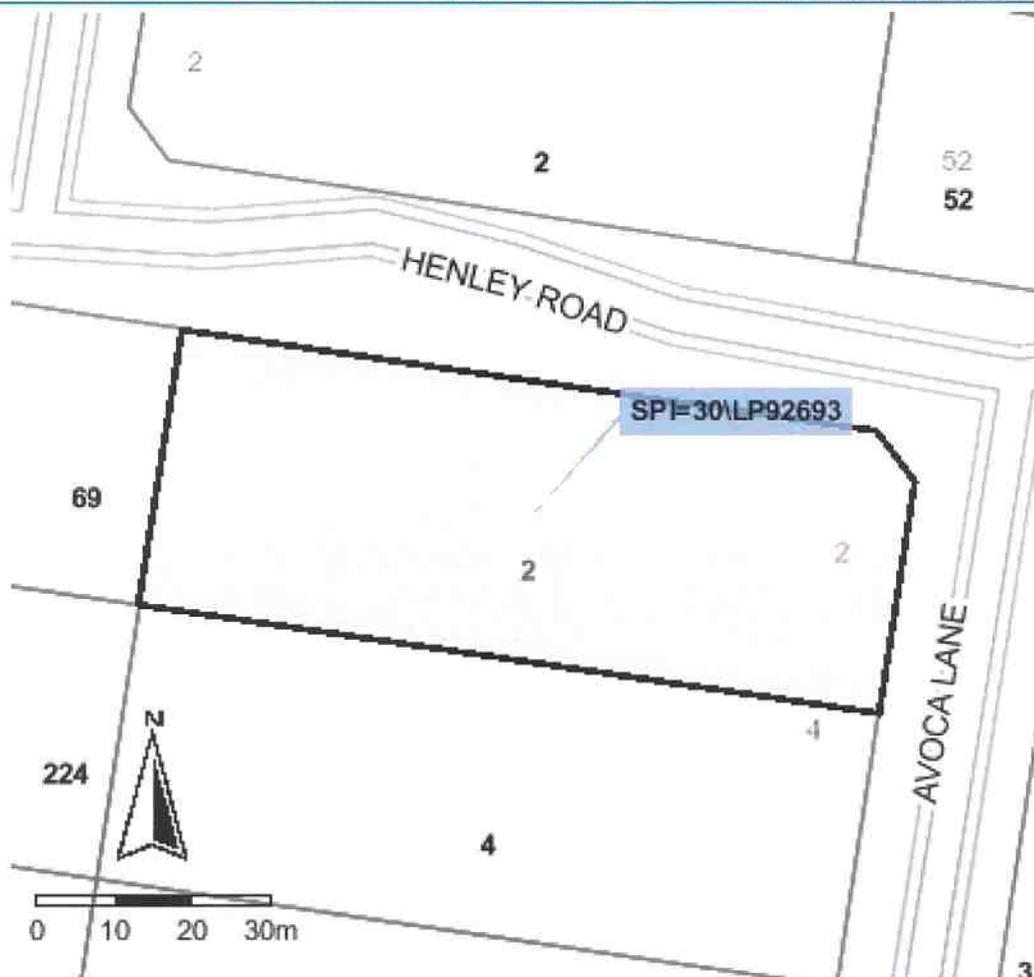
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto: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.a](http://maps.land.vic.gov.a)

### 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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 August 2025 05:25 PM

## PROPERTY DETAILS

Address: **2 AVOCA LANE GLENROWAN 3675**  
 Lot and Plan Number: **Lot 30 LP92693**  
 Standard Parcel Identifier (SPI): **30\LP92693**  
 Local Government Area (Council): **WANGARATTA**  
 Council Property Number: **11080**  
 Planning Scheme: **Wangaratta**  
 Directory Reference: **Vicroads 666 J4**

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

[Planning Scheme - Wangaratta](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
 Urban Water Corporation: **North East Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **OVENS VALLEY**

## OTHER

Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



**FZ - Farming** **LDRZ - Low Density Residential**  
 Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1992 (Vic).

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

#### BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 (BMO2)



BMO - Bushfire Management Overlay

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### SIGNIFICANT LANDSCAPE OVERLAY (SLO)



SLO - Significant Landscape Overlay

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

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## Further Planning Information

Planning scheme data last updated on 15 August 2025.

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

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

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

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

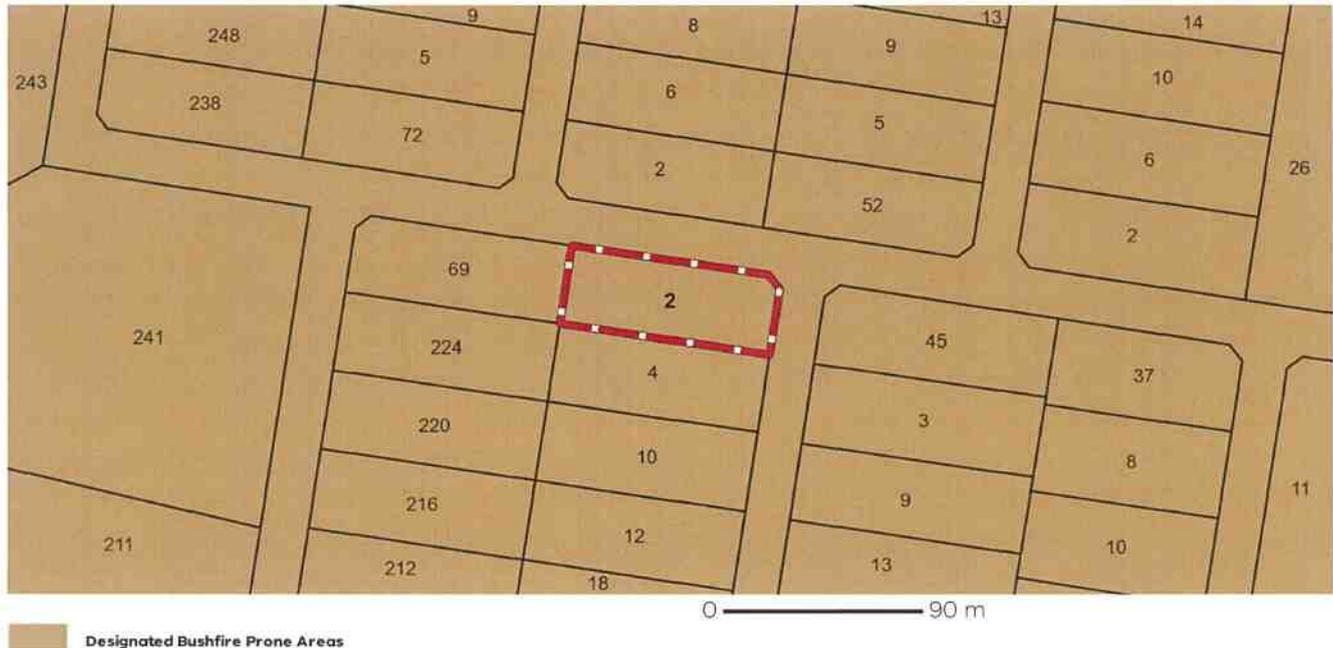
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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

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Rural City of  
**Wangaratta**

Building Regulations 2018  
**Information Certificate – Reg. 51 (1)**

**Certificate No:** cerBld25/D0196  
**Issue Date:** 20/08/2025  
**Property No:** 11080

Landata, Infotrack (Leap) and Sartori Legal Services Pty Ltd  
C/- Secure Electronic Registries Victoria Pty Ltd  
Level 1, Casselden Place  
2 Lonsdale Street  
MELBOURNE VIC 3000

**Reference:** 77818408-015-5

Address of the land which is the subject of the certificate:

**Property address:** 2 Avoca Lane GLENROWAN VIC 3675

**Property title description:** Lot 30 LP 92693

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

Permit No	Issue Date	Final Cert/Occ Issue Date	Description
N/A	N/A	N/A	N/A

(b) Details of any current statements issued under regulation 64(1) or 231(2) of the Building Regulations 2018.

Issue Date	Statement No	Relevant Building Surveyor
N/A	N/A	N/A

(c) Details of any current notices or orders issued under the Act.

Issue Date	Notice/Order No	Relevant Building Surveyor
N/A	N/A	N/A

Municipal Building Surveyor

**Authorised Officer:** Jeff Whitehead - BS-U100134

# Property Clearance Certificate

## Land Tax



INFOTRACK / SARTORI LEGAL SERVICES PTY LTD

**Your Reference:** 251922  
**Certificate No:** 92830621  
**Issue Date:** 20 AUG 2025  
**Enquiries:** MXG16

**Land Address:** 2 AVOCA LANE GLENROWAN VIC 3675

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19209710	30	92693	8914	90	\$0.00

**Vendor:** ANDREW DALE MCLAUHLAN & ROLAND GEOFFREY BODE

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ESTATE OF JOAN BULTER	2025	\$241,000	\$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):	\$540,000
SITE VALUE (SV):	\$241,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 92830621

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$241,000

Calculated as \$975 plus ( \$241,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,400.00

Taxable Value = \$540,000

Calculated as \$540,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92830621

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 92830621

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / SARTORI LEGAL SERVICES PTY LTD

Your Reference: 251922  
Certificate No: 92830621  
Issue Date: 20 AUG 2025  
Enquires: MXG16

Land Address: 2 AVOCA LANE GLENROWAN VIC 3675

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19209710	30	92693	8914	90	\$0.00

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

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$540,000
SITE VALUE:	\$241,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92830621

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:

- a general valuation of the land;
- a supplementary valuation of the land returned after the general valuation.

4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:

- the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
- the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
- the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:

- the date on which the land became tax reform scheme land;
- whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
- the date on which the land will become subject to the commercial and industrial property tax.

6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / SARTORI LEGAL SERVICES PTY LTD

Your Reference: 251922  
Certificate No: 92830621  
Issue Date: 20 AUG 2025

Land Address: 2 AVOCA LANE GLENROWAN VIC 3675

Lot	Plan	Volume	Folio
30	92693	8914	90

Vendor: ANDREW DALE MCLAUCHLAN & ROLAND GEOFFREY BODE

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: 92830621

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

**BPAY**



Billers Code: 416073  
Ref: 92830629

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 92830629

**Visa or Mastercard**

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

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

**Important payment information**

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

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



Rural City of  
Wangaratta

Local Government Act 2020

**Land Information Certificate – Part A**

**Certificate No:** cerLIC25/D0723  
**Issue Date:** 21/08/2025  
**Property No:** 11080  
**Rate Category:** General

Sartori Legal Services  
C/- Secure Electronic Registries Victoria Pty Ltd  
Level 1, Casselden Place  
2 Lonsdale Street  
MELBOURNE VIC 3000

**Reference:** 77818408-013-1

This certificate provides information regarding valuations, rates, charges, other monies owing, and any orders and notices made under the Local Government Act 1989 (as amended) or under a Local Law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, landfill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

**PROPERTY DETAILS**

**Property Address:**  
2 Avoca Lane  
GLENROWAN VIC 3675

**Title Details:**  
Lot 30 LP 92693 Vol 8914 Fol 090

**Land Area:**  
3,517 SqM

**VALUATIONS**

<b>Site:</b>	\$245,000	<b>Base Date:</b>	01/01/2025
<b>Capital Improved:</b>	\$577,000	<b>Effective Date:</b>	01/07/2025
<b>Net Annual:</b>	\$28,850		

Council rates are levied on the Capital Improved Value.

**RATES AND CHARGES FOR THE PERIOD ENDING 30 JUNE 2026**

Rate Category	
Current Year's Municipal Rates	\$1,772.65
Current Year's Garbage Charge	\$226.00
Current Year's Recycling Charge	\$174.00
Current Year's Organic Charge	\$208.00
Current Year's Emergency Services Property Levy	\$235.80
<b>Total Current Year's Charges</b>	<b>\$2,616.45</b>
<b>Total Balance Outstanding</b>	<b>\$2,616.45</b>



Local Government Act 2020	
<b>Land Information Certificate – Part B</b>	
Certificate No:	cerLIC25/D0723
Issue Date:	21/08/2025
Property No:	11080
Rate Category:	General

**Proposed schemes, notices issued and other orders:**

Scheme	Description	Principal	Interest	Total

**Other notes**

Unless otherwise stated elsewhere in this certificate, (either Parts A or B) there is no liability for amounts due, or land to be transferred to Council, for recreational purposes, under Section 18 of the Subdivision Act 1988 or the Local Government Act 1989 nor any other liability or potential liability for works done under the Local Government Act 1989 or the Local Government Act 2020.

**Important**

All unpaid monies are required to be paid immediately upon settlement, regardless of due dates. Refer Section 121 of the Local Government Act 2020.

I hereby certify that the information given in this certificate (Parts A and B) is true and correct as at the date shown.

Authorised Officer:



**Bill Code:** 216283  
**Ref:** 110809

**Hamilton Park  
Co-Operative Limited**  
26 Kurrajong Lane, Glenrowan VIC 3675  
ABN 27 419 138 647 | Reg. No. G2937A  
www.hamiltonpark.org.au

Invoice No: 2024329  
Date: 14 July 2025  
Terms: 30 days  
Property Address: 2 Avoca Lane  
Report Faults (24/7): 0490 809 341

**Bill To:**

J Butler & D Banks  
PO BOX 1120  
Wangaratta Vic 3676

Due Date  
**13 August 2025**  
Total Amount Due  
**\$1,296.55**

**ACCOUNT SUMMARY**

Opening Balance:	\$486.90
Payment Received : 16/7/2025	\$0.00
<b>Balance Carried Forward:</b>	<b>\$486.90</b>
Current Charges	\$809.65
<b>Amount Due:</b>	<b>\$1296.55</b>

**WATER USAGE AND CHARGES**

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
533	kL	Water usage – Last Reading: 7852 This reading: 8385	\$1.05	\$559.65
1		Maintenance Fee – 1 Oct 2024 to 30 Sept 2025	\$250.00	\$250.00
1		Debt recovery costs (where applicable)		0

*If payment is not made within 90 days of the original invoice date, a debt collection process will be implemented. Accounts referred to a Collection Agency or a Solicitor will have legal costs and commission added to the next invoice. Final action for unpaid water bills will be removal of water supply to the property by meter disconnection. Your prompt payment is appreciated.*

**If you are having difficulty paying this account please email**  
[bookkeeper@hamiltonpark.org.au](mailto:bookkeeper@hamiltonpark.org.au) or [secretary@hamiltonpark.org.au](mailto:secretary@hamiltonpark.org.au)

**NOTE: Please quote invoice number on payments**

**Bank Details**

Bank: Bendigo Bank  
Account Name: Hamilton Park Co-Operative Limited  
BSB: 633-000  
Account No: 16-8082-428

**Cheques to:**

Treasurer  
26 Kurrajong Lane  
Glenrowan VIC 3675

**Remittance Advice: Thank you for your payment**

J Butler & D Banks  
PO BOX 1120  
Wangaratta Vic 3676

Invoice Number: 2024329  
Due Date: 13 August 2025  
Amount Due: **\$1296.55**  
Amount Paid: \$ \_\_\_\_\_

**SHARE CERTIFICATE**  
**CO-OPERATION ACT 1981**

HAMILTON PARK CO-OPERATIVE LIMITED  
REGISTRATION NUMBER G2937A

REGISTERED OFFICE - 8 CHISHOLM STREET WANGARATTA 3677  
INCORPORATED IN VICTORIA ON THE 19th APRIL 1993

NOMINAL CAPITAL \$40,000 DIVIDED INTO 40,000 SHARES  
EACH OF \$1.00 NOMINAL VALUE

CERTIFICATE NO 29 FOR 200 SHARES

Number	Class	Distinctive Numbers	
of		From	To
Shares	Ordinary	5601	5800

This is to certify that Joan Butler  
of Lot 30, RMB 8376, STH WANGARATTA 3678  
is the registered holder of 200 Shares  
numbered as shown in the panel herein, the abovementioned Co-operative subject  
to the Model Rules and Regulations thereof, and that the sum of \$0.30 per share  
has been paid.

Common  
Seal



Given under the Common Seal of the  
Co-operative this

Director Frank A. Wellman

Secretary Meegusa

19/2/1999

*To Reliable Community Services*





# Hamilton Park Co-operative Limited

## Rules

As at 24<sup>th</sup> October 2015

## **Co-operatives National Law**

### **Rules for Hamilton Park Co-operative Limited**

#### *1. Definitions*

In these rules -

"Act" means the Co-operatives National Law;

"Appendix" means Appendix to these rules;

"board" means the board of the co-operative;

"general meeting" means any annual or special general meeting;

"member" means a member of the co-operative;

"month" means calendar month;

"Registrar" means the person for the time being holding office of Registrar of Co-operatives under the Act;

"regulations" means the Co-operatives National Regulations.

"the Common" means all the land within the sub-division not included in any of the separate allotments

"separate allotments" means the respective allotments in Lot 1 to Lot 8, Lot 10 to Lot 40, Lot 42 to Lot 75; Lot 78 to Lot ~04 within the sub-division owned severally or jointly by members as the case may be.

"services" means maintenance and supply of garden water, roads, walkways, drains, culverts, bridges, dams, equipment and buildings pertaining to the sub-division provided for or used in common by the members.

"the sub-division" means the land situated at Glenrowan being Lot 1 to Lot 104 on Plan of sub-division No. 92693, Parish of Glenrowan, County of Moira.

#### *2. Members to abide by co-operative principles*

The co-operative and its members must comply with the co-operative principles to the extent that they apply to them.

*3. Alteration of the rules*

- (1) These rules may be altered by a special resolution in accordance with the Act or by a resolution of the board in accordance with the Act.
- (2) A proposed alteration of these rules must be approved by the Registrar in accordance with the Act before the resolution altering the rules is passed.
- (3) An alteration of these rules does not take effect unless and until it is registered by the Registrar in accordance with the Act.
- (4) Any member is entitled to obtain from the co-operative a copy of these rules on payment of the amount set out in Appendix 1.

*4. Name*

- (1) The name of the co-operative is the name specified in Part 1 of Appendix 2.
- (2) The co-operative may change its name in accordance with the Act.
- (3) The co-operative may abbreviate its name in accordance with the Act.

*5. Active membership provisions*

- (1) The primary activity of the co-operative is the activity set out in Part 2 of Appendix 2.
- (2) In order to establish active membership of the co-operative a member must comply with the requirements set out in Part 3 of Appendix 2.
- (3) All members must be active members of the co-operative.
- (4) If a member fails or ceases to be an active member the board must in accordance with the Act:
  - (a) declare the membership of the member cancelled; and
  - (b) declare the shares of the member forfeit.

*6. Qualifications and shareholding required for membership*

- (1) Person is not qualified to be admitted to membership unless there are reasonable grounds for believing that the person will be an active member of the co-operative.
- (2) Every member must hold a share in accordance with Appendix 3.

#### *7. Membership and shares*

- (1) An application for membership or shares in the co-operative must:
  - (a) be in a form approved by the board; and
  - (b) be lodged at the registered office of the co-operative; and
  - (c) be accompanied by the relevant fee or amount set out in Part 2 of Appendix 3.
- (2) An application for membership must include an application for a share in the co-operative.
- (3) The board must consider each application.
- (4) The board at its sole discretion may accept or reject an application for membership or shares and need not give any reason for its decision.
- (5) If the board approves an application for membership or shares:
  - (a) the relevant shares must be allotted to the applicant; and
  - (b) the board must ensure that the name of the person and the number of shares allotted is entered in the register of members, directors and shares in accordance with the Act; and
  - (c) the board must notify the applicant in writing of allotment of the shares and of the entry in the register; and
  - (d) the applicant for membership becomes entitled to exercise the rights of membership when:
    - (i) the member's name appears in the register of members; and,
    - (ii) the member has paid to the co-operative the relevant fees and amounts set out in Part 2 of Appendix 3.

- (6) If the board rejects an application, the whole of the money lodged in respect of the application must be refunded to the applicant without interest

#### *8. Representation of members*

- (1) From time to time in such manner as the board of the co-operative directs, appoint a person to represent it in respect of its membership.
- (2) In accordance with the Act, a body corporate must not appoint a person to represent the body corporate as a member of the co-operative, if he or she is currently a member of the co-operative or a representative of another body corporate member.
- (3) In accordance with the Act, a person is not qualified to be appointed the representative of a company that is not a listed corporation (within the meaning of the Corporations Law) unless the person is an officer, member or employee of the company.

#### *9. Ceasing membership*

A person ceases to be a member in each of the following circumstances:

- (a) if the member's membership is cancelled under the Act;
- (b) if the member is expelled in accordance with these rules;
- (c) if the member becomes bankrupt and the trustee of the members estate disclaims any debt, contract, duty or liability of the member with the co-operative;
- (d) on the death of the member;
- (e) if the contract of membership is rescinded on the ground of misrepresentation or mistake;
- (f) if the member's share is transferred to another person and the transferee is registered as the holder of the share;
- (g) if the member's share is forfeited in accordance with the provisions of the Act or the provisions of these rules;
- (h) if the member's share is purchased by the co-operative in accordance with the provisions of these rules;

(i) if a member's share is sold by the co-operative pursuant to any power in these rules and the purchaser is registered as holder in the member's place;

(g) if the amount paid up on the member's share is repaid to the member in accordance with the provisions of these rules;

k) on notice in writing given by the member to the Secretary, of the member's resignation from membership or;

(l) in the case of a member that is a body corporate, if the body is dissolved.

10. *Expulsion of members:*

- (1) A member may be expelled from the co-operative if the co-operative by special resolution determines that the member should be expelled on the ground that:
  - (a) the member has failed to discharge the member's obligations to the co-operative under the Act or these rules;
  - (b) the member has acted in a manner that has:
    - (i) prevented or hindered the co-operative in carrying out any of its primary activities; or
    - (ii) brought the co-operative into disrepute; or
  - (c) the member has acted in a manner contrary to any of the co-operative, principles and in so acting caused the co-operative harm.
- (2) The member must be given at least 28 days written notice of the proposed resolution and of the date, time and place of the meeting at which the resolution will be moved.
- (3) The procedure at the general meeting to consider the proposed resolution is as follows:
  - (a) the member must be given a reasonable opportunity to be heard at the meeting;
  - (b) the member is entitled to call witnesses and to cross examine witnesses called against the member;

- (c) if the member fails, without reasonable excuse, to attend at the time and place of which notice has been given, the co-operative may consider the matter in the absence of the member;
  - (d) after considering the matter, the co-operative may by special resolution determine to expel the member.
- (4) The expulsion of the member does not take effect until the special resolution is registered with the Registrar.
  - (5) When a member is expelled, the co-operative must, in accordance with section 82 of the Act, repay to the member an amount determined in accordance with that section in respect of the member's shares and cancel the member's shares.

#### 11. *Suspension of members*

- (1) A member may be suspended from membership of the co-operative for a period not exceeding one year if the co-operative by special resolution determine that the member should be so suspended on the ground that:
  - (a) the member has contravened these rules; or
  - (b) the member has failed to discharge the member's obligations to the co-operative under these rules; or
  - (c) the member has acted in a manner detrimental to the co-operative.
- (2) The member must be given at least 28 days written notice of the proposed resolution and of the date, time and place of the meeting at which the resolution will be moved.
- (3) The procedure at the general meeting to consider the proposed resolution is as follows:
  - (a) the member must be given a reasonable opportunity to be heard at the meeting;
  - (b) the member is entitled to call witnesses and to cross examine witnesses called against the member;
  - (c) if the member fails, without reasonable cause, to attend at the time and place of which notice has been given, the co-operative may consider the matter in the absence of the member;

(d) after considering the matter, the co-operative may by special resolution determine to suspend the member.

- (4) A member who is suspended ceases, during the suspension, to have the rights of a member except as otherwise provided in the Act or these rules.

12. *Disputes*

(1) The grievance procedure set out in this rule applies to disputes under these rules between:

(a) a member and another member; or

(b) a member and the co-operative.

(2) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

(3) If the parties are unable to resolve the dispute at the meeting under sub-rule (2) or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a referee.

(4) The mediator must be:

(a) a person chosen by agreement between the parties; or

(b) in the absence of agreement:

(i) in the case of a dispute between a member and another member, by the board of the co-operative or;

(ii) in the case of a dispute between a member and the co-operative, a person who is a member of the Dispute Settlement Centre of Victoria (Department of Justice).

(5) A member of the co-operative can be a mediator.

(6) The mediator cannot be a member who is a party to the dispute.

\* This Rule provides for the mediation of a dispute. Note that the Act provides another procedure whereby application may be made to the Supreme Court for an order declaring and enforcing rights or obligations of members between themselves, or of the co-operative and a member between themselves. The Court may refuse to make an order, or

may make an order for costs, if the Court is of the opinion that the application is unreasonable or the issue trivial.

13. *Fines*

- (1) The co-operative shall not impose fines on members for any infringement of these rules.

14. *Capital and shares*

The capital of the co-operative is to be raised by the issue of shares which are to have a nominal value as described in Part 2 of Appendix 3.

15. *Liability of members*

- (1) A member is not, as a member, under any personal liability to the co-operative except for full amount, if any, unpaid on the shares held by the member together with any charges payable by the member to the co-operative as required by these rules.
- (2) On the death of a member, the member's estate remains liable as the member until the members' personal representative or some other person is registered in the member's place.

16. *Calls on shares*

- (1) The board may make calls on the members in respect of any money unpaid on their shares.
- (2) Sub-rule (1) does not apply if the terms of issue of the shares provide for the money unpaid on the shares to be paid at fixed times.
- (3) A call must not:
  - (a) exceed one-quarter of the sum of the nominal value of the shares; or
  - (b) be payable earlier than one month after the day fixed for the payment of the last preceding call.
- (4) A member must be given at least 14 days notice specifying the time or times and place of payment of the call.
- (5) A member who receives notice of a call must pay the amount of the call on the member's shares to the co-operative at the time or times and at the place specified in the notice. Any call not paid by the due date shall accrue

interest at a rate of 8% per annum or at such rate as the board may determine.

- (6) The board may revoke or postpone a call.
- (7) A sum that becomes payable on a share under the terms of issue of the share is deemed for the purposes of these rules to be an amount payable on a call notified under this rule as if the time and place for payment specified in the terms of issue were the time and place for payment of the call.
- (8) The board may accept from a member the whole or a part of the amount unpaid on a share although no part of that amount has been called up.

#### *17. Forfeiture of shares*

- (1) If a member fails to pay a call on any day appointed for the payment of the call, the board may serve a notice on the member requiring payment of so much of the call as is unpaid.
- (2) The notice must:
  - (a) specify a day (being not less than 28 days after the date of service of the notice) on or before which the payment required by the notice is to be paid; and
  - (b) state that if the payment is not so paid, the shares in respect of which the call was made are liable to be forfeited.
- (3) If the payment is not made in accordance with the notice, the board may, by resolution, declare that the shares are forfeited.
- (4) The board's declaration has the effect of forfeiting the shares concerned.

#### *18. Share certificates*

- (1) The board, on the application of a person holding shares in the co-operative, must issue to that person, without payment, a certificate under the seal of the co-operative specifying the shares held by that person and the amount paid up on those shares.
- (2) However, if shares are held jointly:
  - (a) the board is not required to issue more than one share certificate in respect of those shares and;

- (b) the delivery of the share certificate to one joint shareholder is sufficient delivery to all.
- 3) If the board is satisfied that a share certificate issued by the co-operative is defaced, lost or destroyed, the board may issue a duplicate certificate on payment of a fee determined by the board as set out in Appendix 1.

19. *Sale of members' shares*

Subject to the Act, the co-operative may sell a member's shares at the request of the member.

20. *Transfer and transmission of shares*

- (1) The instrument of transfer of any share shall be executed by or on behalf of the transferor (the giver) and the transferee (the receiver of the share).
- (2) The transferor remains the holder of the share until the name of the transferee is entered in the register of members in respect of the share.
- (3) A transfer of shares is to be in the form of Appendix 4 or in a form approved by the board.
- (4) A share cannot be sold or transferred except:
  - (a) with the consent of the board, to any person who is qualified to be admitted to membership of the co-operative under rules 5 and 6; or
  - (b) as otherwise provided by the Act or these rules.
- (5) The board may refuse to register a transfer of shares:
  - (a) to a person who is not eligible to be a member; or
  - (b) to a person whom the board does not approve; or
  - (c) if the co-operative has a lien or charge over the shares.
- (6) If the board refuses to register a transfer of shares, it must send written notice of its decision to the proposed transferee within 14 days after making that decision.
- (7) The board may decline to recognise any instrument of transfer unless:
  - (a) a fee in accordance with Appendix 1 is paid by the member to the co-operative for the transfer; and

- (b) the instrument of transfer is accompanied by the certificate (if any) of the shares to which it relates, and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer.
- (8) The board may suspend the registration of transfers during the 14 days, immediately preceding the annual general meeting in each year.

#### *21. Forfeitures and cancellations - Inactive members*

- (1) In accordance with Part 2.6, Division 4 of the Act the board, after giving any notice required under the Act, must declare the membership of a member cancelled if:
  - (a) the whereabouts of the member are not presently known to the co-operative and have not been known to the co-operative for a period of at least 3 years before that time; or
  - (b) the member is not presently an active member of the co-operative and has not been an active member of the co-operative at any time during the period of 3 years immediately before that time.
- (2) Sub-rule (1) applies to a member only if he or she was a member of the co-operative throughout the period referred to in paragraph (a) or (b), as the case requires.
- (3) In accordance with the Act, the board must declare the shares of a member to be forfeited at the same time as the member's membership is cancelled under the Act.
- (4) The board's declaration has the effect of forfeiting the shares concerned.
- (5) If the membership of a member is cancelled any amount due to the member in respect of the cancellation must be dealt with in accordance with the Act.

#### *22. Forfeited shares*

A person whose shares have been forfeited under the Act or these rules remains liable to the co-operative for any amount still unpaid at the date of forfeiture in respect of those shares.

#### *23. Death of a member*

- (I) Subject to the Act, on the death of the member, the board must transfer the deceased member's share or interest in the co-operative to:
  - (a) the executor or administrator of the deceased member; or
  - (b) with the consent of the board, to a person:
    - (i) who is specified by the personal representative of the deceased member in an application in accordance with the Act; and
    - (ii) who is qualified to be a member in accordance with the, Act and these rules.
  
- (2) The board may transfer the shares or interest of a deceased member to a person entitled in accordance with the Act if:
  - (a) the total value of the shares or interest is less than \$10,000 (or such other amount as may be prescribed by the regulations); and
  - (b) there has not been a grant of administration of the estate, or probate of the will of the deceased member.

*24. Registration as trustee, executor or administrator*

- (1) In accordance with the Act, the following persons may be registered as the holder of a share in the co-operative:
  - (a) the trustee, executor or administrator of the estate of a dead person, if the dead person was the holder of that share or was entitled in equity to that share;
  - (b) the administrator of the estate of an incapable person, if the incapable person was the holder of that share or was entitled in equity to that share;
  - (c) the Official Trustee in Bankruptcy, if a bankrupt was the holder of that share or was entitled in equity to that share.
  
- (2) If a person is entitled in equity to a share in the co-operative, the consent of, the co-operative and the holder of the share must be obtained before a person can be registered in respect of that share pursuant to sub-rule (1).

*25. Entitlements and liabilities of person registered as trustee, administrator etc.*

A person registered pursuant to the Act and rule 23 is, while so registered:

- (a) entitled to the same dividends and other benefits; and
- (b) in accordance with the Act, subject to the same liabilities and only those liabilities:

in respect of the share as those to which the person would have been subject if the share had remained, or had been, registered in the name of the dead person, the incapable person or the bankrupt.

*26. Transfer and transmission of debentures*

- (1) The instrument of transfer of a debenture must be executed by the transferor (the giver) and the transferee (the receiver).
- (2) The transferor remains the holder of the debenture until the board consents to the transfer and the name of the transferee is entered in the registers of debentures in respect of the debenture.
- (3) A transfer of debentures must be in the form of Appendix 4 or in a form approved by the board.
- (4) The board may decline to recognise any instrument of transfer of a debenture and may decline to register the transfer unless:
  - (a) a fee in accordance with Appendix 1 is paid to the co-operative for the transfer and;
  - (b) the instrument of transfer is accompanied by the debenture and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer; and
  - (c) any stamp duty payable in respect of the instrument of transfer has been paid.
- (5) If the board refuses to register a transfer of debenture, it must send written notice of its decision to the proposed transferee within 28 days after making that decision.

*27. Annual General meetings*

- (1) In accordance with the Act, the first annual general meeting of the co-operative must be held at any time within 19 months after the incorporation of the Co-operative.

- (2) The second or any Subsequent annual general meeting of the Co-operative must be held within:
  - (a) 5 months after the close of the financial year of the co-operative; or
  - (b) any further time that may be allowed by the Registrar or is prescribed.
- (3) The board may determine the date, time and place of the annual general meeting.
- (4) All general meetings of the co-operative other than the annual general meeting shall be special general meetings.
- (5) If the board does not hold an annual general meeting within the required, time, the members may requisition the meeting in accordance with the Act.

#### *28. Special general meetings*

- (1) A special general meeting of the co-operative may be convened at any time by the board of directors.
- (2) In accordance with the Act, the board must convene a general meeting of the co-operative on the written requisition of the number of active members of the co-operative who together are able to cast at least 20% of the total number of votes able to be cast at a meeting of the co-operative.

#### *29. Notice of general meetings*

- (1) The board must give each member at least 14 days notice of each general meeting.
- (2) The notice may be given in accordance with the Act.
- (3) The notice must specify the place, the day and the time of the meeting and if special business is to be transacted, set out generally the nature of the special business.
- (4) If a special resolution is to be proposed at the meeting at least 21 days notice of that special resolution must be given to the members of the co-operative in accordance with the Act.

- (5) A member of the co-operative who wishes to propose a resolution at a general meeting must give the co-operative written notice of the resolution.
- (6) If notice of an ordinary resolution is given under sub-rule (5) at least 14 days before the board gives notice of the meeting the board must include details of that resolution in the notice of the meeting.

30. *Business at annual general meetings*

- (1) The ordinary business of the annual general meeting shall be-
  - (a) to confirm minutes of the last preceding general meeting (whether annual or special);
  - (b) to receive from the board, auditors, or any officers of the co-operative reports upon the transactions of the co-operative during the financial year, including balance sheet, trading account, profit and loss account, statement of cash flows, and the state of affairs at the end of that year;
  - (c) to elect and determine the remuneration (if any) of directors.
  - (d) to determine the rates of dividend, bonus shares and rebate.
- (2) The annual general meeting may also transact special business of which notice has been given to members in accordance with these rules.
- (3) All business of a general meeting, other than ordinary business, is special business.

31. *Quorum at general meetings*

- (1) An item of business must not be transacted at a meeting of a co-operative unless a quorum of members entitled to vote is present during the transaction of that item.
- (2) Subject to sub-rule (3) the quorum of the co-operative is 5 members entitled to vote at a meeting of the co-operative plus -
  - (a) if the active membership of the co-operative exceeds 50 but does not exceed 200, 1 additional member for each 10 members after the first 50 active members; and

- (b) if the active membership of the co-operative exceeds 200, the additional members referred to in paragraph (a) and 1 additional member for each 50 active members after the first 200 members.
- (3) If within half an hour after the appointed time for the meeting a quorum is not present the meeting -
  - (a) if convened upon the requisition of members, is abandoned; and
  - (b) in any other case is to be adjourned to the same day and time in the next week at the same place.
- (4) If at an adjourned meeting, under sub-rule (3) (b), a quorum is not present within half an hour after the time appointed for the meeting the meeting must be abandoned.

*32. Presiding at general meetings*

- (1) Subject to this rule, the chairperson of the board presides at every general meeting of the co-operative.
- (2) If the chairperson of the board is unable or unwilling to preside or is not present within 15 minutes after the time appointed for the meeting, the members present must select one of their number to preside.
- (3) The person selected under sub-rule (2) presides at that meeting until the time that the chairperson attends and is willing to act.

*33. Adjournment of meetings*

- (1) The person presiding may, with the consent of a majority of members present at the meeting, adjourn the meeting from time to time and from place to place.
- (2) The person presiding must, if directed by a majority of members present at the meeting, adjourn the meeting to a date and time agreed.
- (3) No business may be transacted at an adjourned meeting other than business unfinished at the meeting which was adjourned.

- (4) This rule only applies if there is a quorum at the meeting to be adjourned.

34. *Standing orders at meetings*

- (1) Subject to sub-rule (3), the following standing orders must be observed at general meetings of the co-operative:
  - (a) The mover of a proposition must not speak for more than 10 minutes. Subsequent speakers are allowed 5 minutes, and the mover of the proposition 5 minutes to reply. The meeting may, however, by simple majority extend, in a particular instance, the time permitted by this rule;
  - (b) If an amendment to an original proposition is proposed, no second amendment may be considered until the first amendment is disposed of;
  - (c) If an amendment is carried, the proposition as so amended displaces the original proposition and may itself be amended;
  - (d) If an amendment is defeated, then a further amendment may be moved to the original proposition. However, only one amendment may be submitted to the meeting for discussion at one time;
  - (e) The mover of every original proposition, but not of an amendment has the right to reply. Immediately after this the question must be put from the chair. No other member may speak more than once on the same question, unless permission is given for an explanation, or the attention of the chairperson is called to a point of order;
  - (f) Propositions and amendments must be submitted in writing if requested by the chairperson;
  - (g) Any discussion may be closed by a resolution "that the question be now put" being moved seconded, and carried. That resolution must be put to the meeting without debate.
- (2) Any member, or visitor invited to attend the meeting by the board, may speak on any issue at a meeting with the permission of the chairperson subject to any conditions imposed by the chairperson.
- (3) The standing orders may be suspended for any period by ordinary

resolution.

*35. Attendance and voting at general meetings*

- (1) The right to vote attaches to membership and not shareholding.
- (2) A member of the co-operative is not entitled to vote at a meeting of the co-operative unless that person is an active member of the co-operative.
- (3) Subject to the Act and this rule, every member of the co-operative has only one vote at a meeting of the co-operative.
- (4) A member of a co-operative who is under 18 years of age is not entitled to vote.
- (5) In the case of joint membership:
  - (a) the joint members have only one vote between them; and
  - (b) that vote may be exercised by the member whose name appears first in the register of members unless the other joint members otherwise direct.
- (6) Subject to the Act and these rules, a question for decision at a general meeting other than a special resolution, must be determined by a majority of members present at the meeting and voting.
- (7) In accordance with the Act, unless a poll is demanded by at least 5 members, a question for decision at a general meeting must be determined by a show of hands.
- (8) In the case of an equality of votes at a meeting of the co-operative, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded may exercise a second or casting vote.

*36. Postal ballot*

- (1) The manner of voting shall be in accordance with the regulations.
- (2) A special postal ballot or a postal ballot must be held:

- (a) when required by the Act; or
- (b) in accordance with the Act, on the written requisition of the number of active members of the co-operative who together are able to cast at least 20% of the total number of votes able to be cast at a meeting of the co-operative; or
- (c) if approved by the members by ordinary resolution.

*37. Poll at general meetings*

- (1) If a poll (or ballot) is demanded by at least 5 members, it must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.
- (2) A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

*38. Special and ordinary resolutions*

- (1) A special resolution is a resolution which is passed in accordance with the Act:
  - (a) by a two-thirds majority at a general meeting of members; or
  - (b) by a two-thirds majority in a postal ballot (other than a special postal ballot) of members; or
  - (c) by a three-quarters majority in a special postal ballot of members.
- (2) An ordinary resolution is a resolution passed by a simple majority at a general meeting or in a postal ballot by members.
- (3) A special resolution has effect from the date that it is passed unless it is required to be registered under the Act.

*39. Board of directors*

- (1) There shall be a board of 7 directors.

- (2) A director must be:
  - (a) a natural person; and
  - (b) not less than 18 years of age; and
  - (c) hold not less than 200 shares.

#### 40. *Qualifications of directors*

- (1) A person is not qualified to be a director unless he or she is a member of the co-operative or a representative of a body corporate which is a member of the co-operative ("member director").
- (2) A person must not act as a director if the person is disqualified under the Act.
- (3) The first directors shall be elected at the meeting for the formation of the co-operative.

#### 41. *Retirement of directors*

- (1) At the first directors of the co-operative shall be elected from the incumbent directors of Glenley Estates Pty Ltd and Glen Rowan Estates Pty Ltd by the boards of those respective companies at the time of formation of the co-operative.
- (2) At the first annual general meeting of the co-operative all of the directors shall retire. At the annual general meeting in each subsequent year the directors shall be appointed for a maximum of two (2) years.
- (3) Three (3) of the directors elected at the first annual general meeting shall be appointed until the next annual general meeting. These three (3) will be selected by ballot from all the directors elected at the first annual general meeting.
- (2) A retiring director retains office until the close of the meeting at which his or her successor is elected.
- (3) The directors to retire in any one year are, subject to the provisions as to the filling of casual vacancies, those that have been longest in office since their last election and if there are 2 or more directors who became directors on the same day, those who retire must be determined by lot unless they otherwise agree among themselves.

- (4) A retiring director is eligible for re-election.

*42. Election of directors*

- (1) At least 6 weeks before an annual general meeting, the board must:
  - (a) notify all members of the number of directors retiring at the annual general meeting; and
  - (b) advise the members of:
    - (i) their eligibility to nominate as a director; and
    - (ii) the duties and responsibilities of a director; and
    - (iii) the anticipated remuneration (if any); and
    - (iv) the nomination and election procedures.
- (2) Not less than 6 weeks before the annual general meeting, a notice must be displayed at the registered office of the co-operative inviting nominations of candidates for election as directors.
- (3) A nomination must-
  - (a) be signed by 2 or more members; and
  - (b) provide details of the qualifications and experience of the person nominated; and
  - (c) be accompanied by a notice in writing signed by the candidate agreeing to his or her nomination.
- (4) The nomination and the notice referred to in the sub-rule (3) must be lodged at the registered office of the co-operative at least 21 days before the annual general meeting.
- (5) Details of each person who has been nominated must be given to members with the notice of the annual general meeting by the secretary or an officer nominated by the board.
- (6) Details to be provided to members must include the candidate's:
  - (a) name;

- (b) age;
- (c) qualifications and experience;
- (d) length of any previous service as a director of the co-operative or with any other co-operative.

#### *43. Manner of election*

- (1) The ballot for the election of directors must be conducted at the annual general meeting in the manner that the board directs.
- (2) If, at the annual general meeting at which an election of directors ought to take place, the place of any retiring directors is not filled, the meeting stands adjourned until the same day and time in the next week and at the same place unless another place is specified by a director or officer of the co-operative:
  - (a) at the time of the adjournment; or
  - (b) by written notice to members given before the day to which the meeting is adjourned.
- (3) At the resumption of the adjourned meeting nominations for any unfilled positions of director may be received and an election may be held.

#### *44. Casual vacancy*

If there is a casual vacancy in the office of director under section 219 of the Act, the board may appoint a person to fill that vacancy but the person appointed must retire at the next annual general meeting.

#### *45. Removal from the office of director*

The co-operative may by special resolution remove any director from office before the end of the director's period of office.

#### *46. Remuneration*

In accordance with the Act a director of a co-operative must not be paid any remuneration for services as a director other than fees, concessions and other benefits that are approved at a general meeting of the co-operative.

*47. Deputy directors*

- (1) In the absence of a director from a meeting of the board, the board may appoint a person to act as a deputy for that director.
- (2) A person appointed under sub-rule (1) must:
  - (i) be a member, if the absent director is a member;
  - (ii) be a representative of a body corporate, if the absent director is a representative of that body corporate.
- (3) A person appointed as deputy may act in the place of the director for whom he or she is deputy.
- (4) The other members of the board may by majority vote remove a deputy director from office.
- (5) A deputy director vacates office:
  - (a) if the deputy director is removed from office under this rule; or
  - (b) if the director for whom he or she is deputy ceases to hold office; or
  - (c) if the deputy director dies; or
  - (d) if the deputy director resigns.
- (6) A deputy director while acting as a director is entitled to the same remuneration as that to which the director for whom he or she is deputy would have been entitled.

*48. Proceedings of the board*

- (1) Meetings of the board are to be held as often as may be necessary for properly conducting the business of the co-operative and must in any case be held at least every three months.
- (2) Questions arising at any meeting shall be decided by a majority of votes.

- (3) In the case of an equality of votes, the chairperson has a second or casting vote.
- (4) A director may call a meeting of the board of directors by giving notice individually to every other director.
- (5) Except in special circumstances determined by the chairperson, at least 48 hours notice shall be given to the directors of all meetings of the board.

*49. Quorum for board meetings*

The quorum for a meeting of the board is 4.

*50. Chairperson of board*

- (1) The chairperson of the board shall be elected by the board.
- (2) If, the chairperson of the board is unable or unwilling to preside or is not present within 15 minutes after the time appointed for meetings of the board the members present must select one of their number to preside.
- (3) The person selected under sub-role (2) presides at the board meeting until the time that the chairperson attends and is willing to act.
- (4) The board may by ordinary resolution remove the chairperson from office.
- (5) A chairperson shall be elected in the last month of each financial year.

*51. Financial year*

The financial year of the co-operative ends on the 30 June.

*52. Seal*

- (1) In accordance with the Act, the co-operative must ensure that the name of the co-operative appears in legible characters on its common seal and official seals.
- (2) The common seal must be kept at the registered office of the co-operative in such custody as the board directs.

- (3) The co-operative must have, for use in place of its common seal outside the State where its common seal is kept, one or more official seals, each of which must be a facsimile of the Common seal of the co-operative with the addition on its face of the name of every place where it is to be used.
- (4) The seal of the co-operative must not be affixed to any instrument except in accordance with a resolution of the board.
- (5) Two directors must be present when the common or official seal is affixed to an instrument by another person and must sign the instrument so sealed.
- (6) In accordance with the Act, the persons affixing the official seal must certify in writing on the instrument to which it is affixed, the date and place at which it is affixed.

*53. Custody and inspection of records*

A person is entitled to make a copy of entries in a register specified in the Act:

- (a) if the copy is a photocopy or electronic copy, on payment of a fee of \$1 per page to a maximum of \$20; and
- (b) in any other case, free of charge.

*54. Banking*

- (1) The board must ensure that:
  - (a) a banking account or accounts are kept in the name of the co-operative; and
  - (b) all money received by the co-operative is paid into that account or those accounts as soon as possible after it is received.
- (2) All cheques drawn on such accounts and all drafts, bills of exchange, promissory notes, and other negotiable instruments for and on behalf of the co-operative, must be signed by any 2 or more directors.

*55. Safekeeping of securities*

The co-operative must keep the securities of the co-operative safely in the manner and with the provision for their safety that the board directs.

*56. Audit*

- (1) The accounts of the co-operative must be audited in accordance with the Act and the regulations made under that section.
- 2) Auditors must be appointed in accordance with the regulations of the Act to audit the accounts of the co-operative.
- (3) Audits must be carried out annually.

*57. Co-operative funds*

- (1) The board may resolve to retain all or any part of the surplus arising in any year from the business of the co-operative to be applied for the benefit of the co-operative.
- (2) Any part of the surplus arising in any year from the business of the co-operative or any part of the reserves may:
  - (a) be paid to a member by way of rebate based on the business done by the member with the co-operative; or
  - (b) be applied by the issue of bonus shares to a member; or
  - (c) be paid to a member by way of limited dividend (as defined in the Act) on shares held.
- (3) The rebate, bonus shares or limited dividend;
  - (a) must be declared at the annual general meeting of the co-operative; and
  - (b) must not exceed the amount recommended by the board; and
  - (c) in the case of dividend must not exceed the amount permitted by the Act and regulations.
- (4) the amount of any rebate or dividend payable to a member under sub-rule (2) may I with the consent of the member, be applied:

- (a) in payment for the issue to the member of bonus shares; or
  - (b) as a loan to the co-operative.
- (5) Any part of the surplus arising in any year from the business of the co-operative may be credited to any person who is not a member, but is qualified to be a member, by way of rebate in proportion to the business done by him or her with the co-operative, if:
  - (a) the person was a member at the time the business was done and the membership has lapsed; or
  - (b) the person has applied for membership after the business was done.
- (6) Nothing in sub-rule (5) precludes the payment of a bonus to an employee in accordance with the terms of his or her employment.
- (7) A part of the surplus, not exceeding 5% arising in any year from the business of the co-operative may be applied for one or both of the following:
  - (a) charitable purposes; or
  - (b) supporting any activity approved by the co-operative.
- (8) The board must give notice of any dividend, rebate or bonus share that has been declared by displaying it at the registered office of the co-operative and in any other manner the board determines.
- (9) Except where the Act or these rules specify otherwise interest does not accrue to a member on any dividend rebate or bonus share held by the co-operative for a member.

#### *58. Provision for loss*

Subject to the Act, the board may resolve to retain part of the surplus arising from the business of the co-operative in any year to be applied to meet any loss on the transactions of the co-operative.

#### *59. Winding up*

The winding up of the co-operative must be in accordance with the Act.

**CERTIFICATION**

We the undersigned, certify that this is a copy of the Rules which was presented to the Annual General Meeting:

on 24<sup>th</sup> October 2015 at Hamilton Park, Glenrowan, Victoria 3675

for the purpose of seeking approval for the updated Rules in relation to the Co-operatives National Law 2014.

**Hamilton Park Co-operative**

.....Chairperson of the Annual General Meeting  
Signature

.....Secretary of the Annual General Meeting  
Signature

Note: This certification is signed at the Annual General Meeting. The Rules have been approved by the registrar and returned to the sponsors of the proposed co-operative.

**Appendix 1**Schedule of charges -

Copies of entry in register	refer to rule 52
Duplicate share certificate	\$10 (maximum)
Transfer of shares	\$10
Transfer of charge (inclusive of transfer of debenture)	\$10
Copy of rules	\$5 plus \$1 for each page after the first page to a maximum of \$10.

## Appendix 2

### Part 1

Name of co-operative - Hamilton Park Co-Operative Limited

### Part 2

Primary activity -

The primary activity of the co-operative is to render and provide services to the proprietors of separate allotments in the sub-division in relation to the use and occupation of such separate allotments and the common land in the sub-division and to such persons as the board may decide can be conveniently supplied by the co-operative.

### Part 3

Active membership requirements-

To be an active member a member shall be a proprietor of at least one of the separate allotments within the sub-division.

### Part 4

Objects

The objects of the co-operative shall be:

- (a) to operate as the Service Co-operative in respect of the proprietors of the separate allotments in the sub-division;
- (b) to provide services to the members;
- (c) to control and maintain the common property in the sub-division;
- (d) to supply any services, goods and commodities to the members and other persons as the board may decide can be conveniently supplied by the co-operative.

### Appendix 3

#### Part 1

The maximum fine applicable to the co-operative is \$Nil

(Note: The Act does not permit a fine exceeding \$1000.00)

#### Part 2

##### Capital and shares -

1. The nominal value of a share and amount payable per share is \$1.00.
2. Groups of shares sold and issued or sold and re-issued in respect of the separate allotments shall only be transferred in those groups as part of, or in conjunction with, a transfer of proprietorship of the separate allotments in respect of which the shares have been issued and are held.
3. Every member shall hold at least one group of 200 shares for each separate allotment registered in his or her name.
4. The Co-operative in a general meeting may increase capital by the creation of new shares.
5. Any new shares shall be offered:
  - (a) pro-rata among the existing members according to the number of shares registered for them;
  - (b) if any member shall not accept the offer within the terms and the time offered, the offer shall be deemed to be cancelled, and the board may offer the shares to other members of the co-operative in such manner as they may think most beneficial to the interests of .

Fees - Nil

Subscriptions –Nil

**Appendix 4**

This form can be used either for a transfer of shares or debentures.

I, A.B ("the transferor") of ..... in the State of.....

in consideration of the sum of \$ .....

paid to me by C.D.("the transferee") of .....in the State  
of.....

transfer to the transferee the share (or shares) of debenture or debentures  
numbered.....

in the ..... (Name of co-operative)

to be held by the transferee, the transferee's executors, administrators, and assigns,  
subject to the several conditions on which I hold the same at the time of the execution,  
and I, the transferee, agree to take the share (or shares)/debenture or debentures subject to  
the conditions previously referred to in this document.

Dated this ..... day of .....**20**.....

Signed by

.....transferor

In the presence of ..... witness.

.....witness address

Signed by

.....transferee.

In the presence of .....witness.

.....witness address

**Appendix 5**

Qualifications of an independent director-

Not applicable to this co-operative.

**CERTIFICATION**

We the undersigned, certify that this is a copy of the Rules which was presented to the Annual General Meeting:

on 24<sup>th</sup> October 2015 at Hamilton Park, Glenrowan, Victoria 3675

for the purpose of seeking approval for the updated Rules in relation to the Co-operatives National Law 2014.

**Hamilton Park Co-operative**

  
..... Chairperson of the Annual General Meeting  
Signature

  
..... Secretary of the Annual General Meeting  
Signature

Note: This certification is signed at the Annual General Meeting. The Rules have been approved by the registrar and returned to the sponsors of the proposed co-operative.