

# Contract of sale of land

**Property: Unit 1, 41 Medway Street, Box Hill North  
VIC 3129**

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Endorsed by the  
Australian Institute  
of Conveyancers  
(Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2021

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2021

**Print names(s) of person(s) signing:** **Carmela Veronika Luna Baranowski as an Executor of Giovanna Aurelia Baranowski (deceased)** .....

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Carmela Veronika Luna Baranowski as an Executor of Giovanna Aurelia Baranowski (deceased)  
Address: 5A Fordholm Road, Hawthorn VIC 3122  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Joseph Rose Lawyer  
Address: PO Box 180 Caulfield VIC 3162  
Email: joseph@josephroselaw.com.au  
Tel: \_\_\_\_\_ Mob: 0414 365 222 Fax: \_\_\_\_\_ Ref: 21336

## Purchaser's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 09690 Folio 102	1	SP 24293U

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 1, 41 Medway Street, Box Hill North VIC 3129

**Goods sold with the land** All fittings and Fixtures of permanent nature as inspected on the day of sale.

**Payment**

Price \$ .....

Deposit \$ ..... by ..... (of which ..... has been paid)

Balance \$ ..... payable at settlement

**Deposit bond**

~~General condition 15 applies only if the box is checked~~

**Bank guarantee**

~~General condition 16 applies only if the box is checked~~

**GST (general condition 19)**

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

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

**Settlement (general conditions 17 & 26.2)**

**is due on**

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

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

**Lease (general condition 5.1)**

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

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

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

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

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

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

## **SPECIAL CONDITIONS**

**1. INTERPRETATION** - In the interpretation of this contract where the context permits.

- a) words importing either gender shall be deemed to include the other gender.
- b) words importing the singular number shall be deemed to include the plural and vice versa;
- c) where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

**2. LAND IDENTITY** - The purchaser admits that the land offered for sale and inspected by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend Title or to bear all or any part of the cost of doing so.

**3. ACKNOWLEDGEMENT** – The purchaser acknowledges that before signing this or any prior contract for the said land he received from the vendor a statement in accordance with Section 32 of the Sale of Land Act 1982. The purchaser further acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf.

**4. RESTRICTIONS** - The purchaser buys subject to any restrictions imposed by the provisions of any applicable Town Planning Acts or Schemes, Local Government By-Laws or other enactments, or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

**5. CONDITION OF PROPERTY** - The purchaser acknowledges the property is purchased in its existing condition. The purchaser further acknowledges that the vendor makes no representations or warranties as to any plans, designs, compliance or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property.

**6. DEFAULT** –If the vendor gives to the purchaser a notice of default under this contract, the default will not be remedied until:

- a) remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction; and
- b) payment by the purchaser of all expenses incurred by the vendor as a result of the default including, without limitation:
  - (i) legal costs, disbursements and expenses as between solicitor and client incurred due to the breach, including the cost of any default notice;
  - (ii) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the property being included in the vendor's land tax assessment for the next calendar year;
  - (iii) all additional costs incurred by the vendor including but not limited to, interest, any commissions claimed by agent representing vendor, cost of arranging bridging finance and borrowing expenses; and
  - (iv) a fee of rescheduling the Settlement from the due date to such alternative thereafter set at \$200 Plus GST.

**7. SMOKE ALARMS** – If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self-contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

**8. EXTENSION** – Should the Purchaser request an extension to any due date that is enuring to the Purchaser's benefit, then the purchaser must pay Vendor's Legal Representative a fee of \$200 plus GST for each and every time an extension is requested. The extension request fee must be allowed by the purchaser to the Vendor in the Statement of Adjustments. The Purchaser acknowledges that the extension request fee is a reasonable pre-estimate of the additional legal cost incurred by the Vendor as a result of Vendor's Legal Representative having to facilitate the extension request. Purchaser acknowledges that extension fee will also be applicable on any request to reschedule the settlement to an earlier date

**9. LAND TAX** – Purchaser agrees that even if no Land Tax may be assessable on single holding basis, Land Tax will be adjusted based on the proportional land tax stated on the Land Tax Assessment

**10. OBLIGATIONS JOINT AND SEVERAL** - If there shall be more than one purchaser, the agreements and obligations of the purchaser and the conditions under this contract shall bind them and any two or more of them jointly and each of them severally.

**11. STAMP DUTY - Purchasers Buying Unequal Interests**

- (i) If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (ii) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- (iii) The purchaser(s) fully indemnify (both jointly and severally) the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional stamp duty payable as a result of the proportions in the Transfer of Land differing from those in the contract.
- (iv) This special condition will not merge on completion but shall ensure for the benefit of the vendor.

**12. GUARANTEE OF COMPANY -**

- (i) If the purchaser is a company, the purchaser shall forthwith contemporaneous with the execution of this contract procure the execution of guarantees of this contract (incorporating indemnities) by all of its directors and/or shareholders and/or the person or persons who sign this contract on its behalf as the vendor shall reasonably require. The said guarantees shall be in the form that is annexed hereto in Schedule 1. In the event that such guarantees cannot be executed as at the date of signing this contract then such further guarantee/s shall be executed within seven (7) days of same being requested by the vendor. Any breach of this special condition shall be deemed to be a breach of the terms of this contract and shall entitle the vendor to exercise its rights pursuant to the provisions of this contract.
- (ii) If the Nominated Purchaser is a company, such guarantee shall be executed by all of its directors and/or shareholders and/or the person or persons who sign on behalf of the Nominated Purchaser as the vendor shall reasonably require.

**13. TRUST** - If the purchaser is buying the property as trustee of a trust then the purchaser:

- (i) must not do anything to prejudice any right of indemnity the purchaser may have under the trust;
- (ii) warrants that the purchaser has power under the trust to enter into this contract;
- (iii) is personally liable under this contract;
- (iv) warrants that the purchaser has a right of indemnity under the trust; and
- (v) must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any property belonging to the trust.

**14. FOREIGN INVESTMENT LEGISLATION** -The purchaser (and nominee if a nominee is nominated):

- (i) warrants that it is not prohibited by the Foreign Acquisitions and Takeovers Act 1975 (Cth), the Foreign Acquisitions and Takeovers Regulations 1989 (Cth), the Foreign Acquisitions and Takeovers (Notices) Regulations 1975 (Cth), or any other legislation (together, the "Foreign Investment Legislation") or the Foreign Investment Review Board (FIRB) from purchasing the property;
- (ii) warrants that it has obtained all necessary approval required by the Foreign Investments Legislation and the FIRB to enter into this contract (if applicable);
- (iii) agrees to pay and be responsible for any fees, costs, payments, penalties or other expenses payable in accordance with the requirements of the Foreign Investments Legislation and the FIRB;
- (iv) indemnifies and releases the vendor and agrees to keep the vendor indemnified and held harmless with respect to any breach of special condition 14 or a breach of the Foreign Investments Legislation.

**15. SEVERABILITY** - If any part of this contract is or becomes void or unenforceable or is illegal then that part shall if possible be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible the provisions of any Act (Federal or State present or future) shall not apply to this contract so as to abrogate extinguish impair diminish fetter delay or otherwise detrimentally affect any rights remedies or powers of the vendor.

**16. NON-MERGER** - Any provision of this contract which is capable of taking effect after Settlement of this contract shall not merge on Settlement but shall continue in full force and effect.

**17. WAIVER** - The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

**18. DUE DILIGENCE** – Purchaser acknowledge and confirm that they have completed their due diligence and agree that this property is suitable for them. Purchaser confirms that they have enquired with Authorities, Council, Estate, Builder and Architect for suitability of land. Purchaser further agrees that Vendor has disclosed all information to the best of their knowledge and any omission or error in disclosing any information does not form any defect in this Contract and Vendor's Statement. Purchaser will not call upon Vendor to fix any defects, rescind the Contract or claim any compensation, costs & fees.

**19. UNDERGROUND ASSESTS** – Purchaser acknowledges that there may be underground infrastructure assets laid outside the registered easements on the property and any excavation, irrespective of size, has the potential to damage assets located around the work site, leading to service interruptions, delays to the project, costly repairs and in the worst case scenario, injury or death. It is Purchaser's Responsibility and Duty of Care to obtain relevant information prior to any excavation work. Purchaser indemnify and continue to indemnify Vendor or Vendor's representative against any future claims or loss due to Purchaser's negligence to obtain proper information. This condition will not merge after settlement.

**20. NOMINEE** – General Condition 4 shall be amended by the addition of a last sentence as follows: "These arrangements shall be completed to the reasonable satisfaction of the vendor or their solicitors at the expense of both the purchaser and the nominees and in addition may only be effected if the purchaser is not in default pursuant to this contract. The Nominee must pay to the vendor on the settlement date a nomination fee of \$200.00 plus GST as compensation for the vendor's additional legal expenses in respect of nomination."

**21. LOSS OR DAMAGE BEFORE SETTLEMENT-**

- (i) General condition 31.3 is deleted and replaced with the following: 31.3 - The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2.
- (ii) General condition 31.4, 31.5 and 31.6 is deleted.

**22. FINANCE** – Notwithstanding anything in this Contract, if the contract of sale is subject to finance and the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, Purchaser must simultaneously:

- (i) provide a declined letter from the Lender (not the Mortgage Broker) which shows the Purchaser's name, application number and property address, to confirm that the finance has been declined; and
- (ii) provide sufficient evidence and the circumstances as to why the finance was declined.

If the above condition is not met, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

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

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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## Money

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

**22. PEST REPORT**

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

**23. ADJUSTMENTS**

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

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

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

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# GUARANTEE AND INDEMNITY

**TO:** The vendor as named in the contract to which this document is attached (“the vendor”)

**IN CONSIDERATION** of the vendor, at the request of the person whose name is set forth in the Schedule 1 hereto (“the guarantor”), having agreed to sell the property and the chattels (if any) to the purchaser, for the price and other terms as contained in the contract.

**1. HEREBY GUARANTEES** to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto (“the monies hereby secured”) and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- a) **THAT** in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay same to the vendor.
- b) **THAT** in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- c) **THE** guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- d) **THAT** no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

**2.** As a separate and coverable covenant, the guarantor hereby agrees to indemnify the vendor not only by reason of the non-payment by the purchaser of all monies payable or that may become payable under the said contract but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the said contract.

# Schedule -1

**VENDOR: Carmela Veronika Luna Baranowski as an Executor of Giovanna Aurelia Baranowski (deceased)**

**PURCHASER:**

**GUARANTOR:**

**DATED** \_\_\_\_\_ day of \_\_\_\_\_ 20

SIGNED SEALED AND DELIVERED by )

the said Guarantor(s) )

in Victoria in the presence of: )

SIGNED SEALED AND DELIVERED by )

the said Guarantor(s) )

in Victoria in the presence of: )



# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$7,000.00

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

Not Applicable

### Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

## 3.4 Planning Scheme

The required specified information is as follows:

- |                                   |  |
|-----------------------------------|--|
| (a) Name of planning scheme       | WHITEHORSE PLANNING SCHEME                 |
| (b) Name of responsible authority | WHITEHORSE CITY COUNCIL                    |
| (c) Zoning of the land            | GENERAL RESIDENTIAL ZONE - SCHEDULE 1      |
| (d) Name of planning overlay      | SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 |

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Are as follows

If any, are contained in the attached certificates.

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

None to the Vendor's knowledge

**5. BUILDING PERMITS**

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

Are as follows:

If any, are contained in the attached certificates.

**6. OWNERS CORPORATION**

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

6.1  Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

Not Applicable

**SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

9.1  (a) Registered Title

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

9.2  Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

## 10.2 Staged Subdivision

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

- (a)  Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

VOLUME 09690 FOLIO 102

Security no : 124093165018E  
Produced 18/10/2021 09:28 PM

**LAND DESCRIPTION**

Lot 1 on Registered Plan of Strata Subdivision 024293U.  
PARENT TITLE Volume 04297 Folio 260

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

GIOVANNA BARANOWSKI of UNIT 1 41 MEDWAY STREET BOX HILL VIC 3128  
AQ056548Y 19/07/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT (as to whole or part of the land) in instrument 0275447

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

**DIAGRAM LOCATION**

SEE SP024293U FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 1 41 MEDWAY STREET BOX HILL NORTH VIC 3129

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP024293U

DOCUMENT END

# In the Supreme Court of Victoria In its Probate Jurisdiction

**In the Will of GIOVANNA AURELIA BARANOWSKI**

Late of 1/41 Medway St, Box Hill North, Victoria, Retired, deceased.

**Be It Known** that the Registrar of Probates orders that:

Probate of the Will (a true copy of which is annexed) of the abovenamed deceased who died on 19 February 2021 be granted to **CARMELA BARANOWSKI** (in the Will called Carmella Veronika Baranowski) of 5A Fordholm Rd, Hawthorn, Victoria.

Date made and authenticated: 16 June 2021



Kathrine Price  
REGISTRAR OF PROBATES

**Application by legal personal representative**  
**Section 49 Transfer of Land Act 1958**

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: Let's Settle Conveyancing  
Phone: 0433563568  
Address: 23 Healesville Loop Craigieburn VIC 3064  
Reference:  
Customer code:

The applicant applies as legal personal representative of the deceased registered proprietor to be registered as the proprietor of the estate and interest of the deceased in the land described.

---

Land: (volume and folio, and if applicable mortgage, charge or lease no.)

09690/102

---

Applicant: (full name and address, including postcode)

CARMELA VERONIKA LUNA BARANOWSKI (ALSO KNOWN AS CARMELA BARANOWSKI AND CARMELA VERONIKA BARANOWSKI) OF 5A FORDHOLM ROAD HAWTHORN VIC 3122

---

Representative capacity:

AS AN EXECUTOR OF THE WILL OF GIOVANNA AURELIA BARANOWSKI (ALSO KNOWN AS GIOVANNA BARANOWSKI) DECEASED

Deceased registered proprietor: (full name)

GIOVANNA AURELIA BARANOWSKI (ALSO KNOWN AS GIOVANNA BARANOWSKI)

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35271702A

49TLA

Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Application by legal personal representative**  
**Section 49 Transfer of Land Act 1958**

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Signing:

Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of CARMELA VERONIKA LUNA BARANOWSKI

Signer Name VIKAS SOOD

Signer Organisation LET'S SETTLE CONVEYANCING

Signer Role LICENSED CONVEYANCER

Signature



Execution Date 20/10/2021

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35271702A

49TLA

Page 2 of 2

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# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>SP024293U</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>18/10/2021 21:34</b>

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CHART 36

PLAN OF STRATA SUBDIVISION

EDITION 2

THE PARCEL - The whole of the land described in Certificate of Title Volume 4297 Folio 260 being part of Crown Portion Two Parish of Nunawading County of Bourke

REGISTERED

POSTAL ADDRESS OF BUILDINGS

41 Medway Street, BOX HILL 3128

TIME 1615

DATE 16-7-86

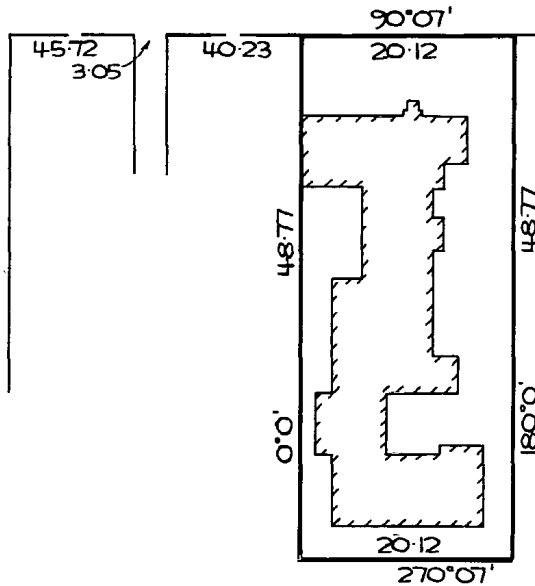


FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE BODY CORPORATE SEARCH REPORT

MEDWAY STREET

WATTS STREET

APPROX. TRUE NORTH



LENGTHS ARE IN METRES

Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYORS CERTIFICATE

I, RODNEY AUJARD of 43 Railway Road, Blackburn, a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the 10<sup>th</sup> day of February, 1986 in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature: Rodney Aujard Date: 25-2-'86

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (i), Strata Title Act

COUNCIL REF NO.1299

THE CORPORATE SEAL OF THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF BOX HILL was hereunto affixed in the presence of:

MAYOR: [Signature]

COUNCILLOR: [Signature]

TOWN CLERK: [Signature]

24 MAR 1986

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

RODNEY AUJARD & ASSOCIATES LICENSED LAND SURVEYORS SUITE 4 'BLACKBURN TERRACE' 43 RAILWAY ROAD BLACKBURN 3130 Ph 877 1244

SURVEYORS REF. 8298

VICTORIA

[Signature] LICENSED SURVEYOR SHEET 1 OF 2 SHEETS

LEGEND

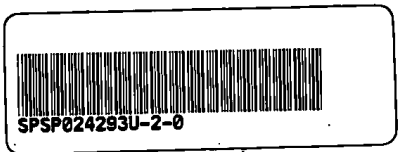
The building in the parcel a part of which is contained in each of units 1 to 3 (both inclusive) is a single storey building.

The upper boundary of each of units 1 to 3 (both inclusive) is 8 metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on this sheet; the lower boundary of each of these units is 2 metres below that part of the site.

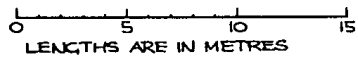
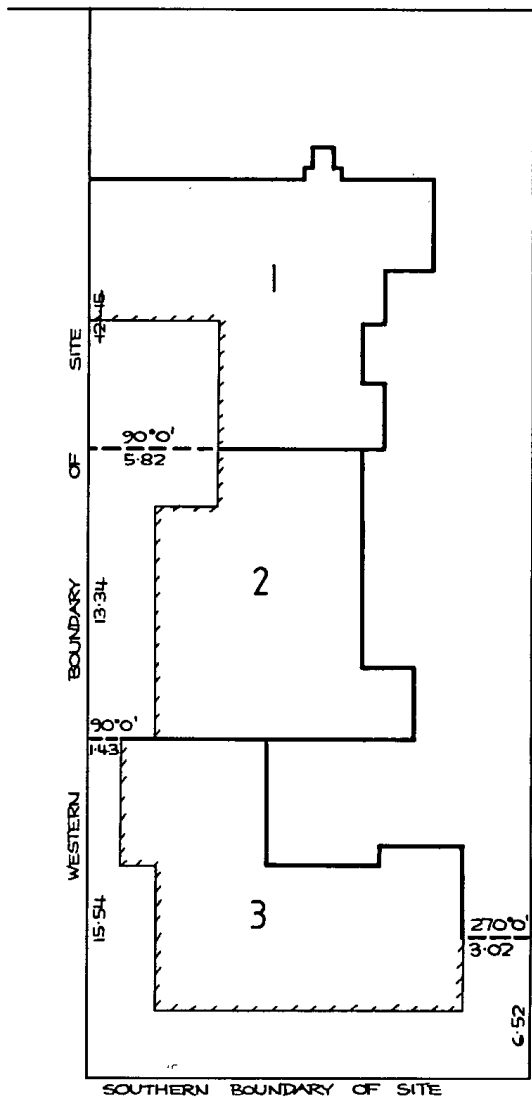
The common property is all the land in the parcel except the land in units 1 to 3 (both inclusive).

No unit on this plan is an accessory unit.

PB 16-7-86



MEDWAY STREET

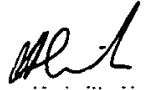


SURVEYORS REF.  
8298

VICTORIA

*Robert Bayliss*  
LICENSED SURVEYOR  
SHEET 2 OF 2 SHEETS

THIS IS THE ANNEXED SHEET MARKED A  
REFERRED TO IN S.P. 24293U



ASSISTANT REGISTRAR OF TITLES

ENDORSEMENT

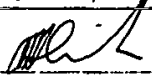
ENTERED

THE ADDRESS OF THE BODY CORPORATE FOR SERVICE OF DOCUMENTS

AT 12.45

HAS BEEN ALTERED TO: P O BOX 218, GLEN IRIS,  
VIC 3146

ON 26-7-96



VIDE INSTRUMENT NO: U310103U

Assistant Registrar of Titles

THE ADDRESS OF THE THE BODY CORPORATE FOR SERVICE OF  
DOCUMENTS HAS BEEN ALTERED TO:

AT 4.45pm

C/O GRAY & JOHNSON, 949 WHITEHORSE ROAD,  
BOX HILL 3128

ON 3/5/2000

GJ Neuman

VIDE INSTRUMENT No W 745635N

Assistant Registrar of Titles

ROAD ABUTTAL DISCONTINUED VIDE A.O. in AB376434K (x207D)

IT

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



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 18/10/2021 09:34:37 PM

**OWNERS CORPORATION  
PLAN NO. SP024293U**

The land in SP024293U is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 3.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

ACUMEN OWNERS CORP MANAGEMENT 130 SOMERS AVENUE MACLEOD VIC 3085

AM678324N 05/04/2016

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
<b>Total</b>	<b>30.00</b>	<b>30.00</b>

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



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 18/10/2021 09:34:37 PM

**OWNERS CORPORATION  
PLAN NO. SP024293U**

Statement End.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>0275447</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>18/10/2021 21:34</b>

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565 006 501



TAYLOR & RUSSELL

VICTORIA.

*The Register Files  
Mean Capital  
Value Capital Value  
per Annual Amount  
13.390*

275447

*paid*

# TRANSFER OF LAND.

**CROFILMED**

THE BOX HILL TOWNSHIP ESTATE COMPANY Limited, of No. 8, Collins Street East, Melbourne, being registered as the proprietor of an estate in fee-simple in the land hereinafter described, subject to the encumbrances notified hereunder, in consideration of the sum of *Two hundred and ninety six pounds two shillings* this day paid to it by *John Wakefield of Harold Street South Melbourne, Accountant.*



HEREBY TRANSFERS to the said *John Wakefield*



All its estate and interest in *ALL those* pieces of land being *Lots 21, 22 and 44* of *Block Four* on the plan of subdivision of Section *four* lodged in the Office of Titles No. *1879* of part of Crown Portions *Two and Three*, Parish of Nunawading, County of Bourke, and being part of the land particularly described in the Certificate of Title entered in the Register Book, Vol. *1986* Folio *397109*

*Under an act  
Part with E & C/E  
Success of Court  
27/3/90*  
*Top of road known  
as Skel Ull  
28/3/90*

TOGETHER WITH a right of carriage-way over *the rights of way at the rear of the* said lots and over *Medway Street Station Street Watts Street* AND the above-named Transferee doth hereby for himself *and his* heirs, executors, administrators, and transferees covenant with the above-named transferor its successors and assigns that no brickmaking or noxious trade of any description shall be carried on upon the said land or any part thereof, and that in the event of any breach of their covenant a re-transfer of the land on which such trade is carried on shall be made by the Registered Proprietor thereof for the time being to the said Transferor, its successors, or assigns for the nominal consideration of one shilling.

Dated this *20th* day of *December* one thousand eight hundred and *eighty nine*

The Common Seal of the Box Hill Township Estate Company Limited was hereunto affixed by me



*John Wakefield*  
Secretary

Attested by

*Charles F. Taylor*

Signed by the said *John Wakefield*

in the presence of

*Thos. Wakefield*  
*Thos. Wakefield*  
*Thos. Wakefield*  
Clerk to Taylor & Russell  
Solicitors Melbourne

*Curry  
17/3/90*



*Handwritten signature in purple ink*

DATED 2 18

The Box Hill Township Estate Company

LIMITED,

TO

Transfer.

TAYLOR & RUSSELL,

39 Queen Street, Melbourne.

Artistic Stationery Co. (Austrian), Swanston-st., Melb.

MEMORIAL OF INSTRUMENT.

Nature of Instrument.	Time of its production for Registration.	Names of the Parties thereto.	Number or Symbol thereon.
<i>TRANSFER as to part with easement and creation of easement</i>	<i>The 14th day of March 1890, at 2.46 o'clock in the afternoon.</i>	THE BOX HILL TOWNSHIP ESTATE COMPANY LIMITED, To <i>John Wakefield</i>	<i>2/18/11/11</i>



Assistant Registrar of Titles

I certify that a Memorial of the within instrument was entered in the Register Book, Vol. *1986* Folio *2370*, at the time last above mentioned.

Assistant Registrar of Titles.



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

786774

## APPLICANT'S NAME & ADDRESS

LET'S SETTLE CONVEYANCING C/- INFOTRACK  
(SMOKEBALL) C/- LANDATA

MELBOURNE

## VENDOR

BARANOWSKI, CARMELA VERONIKA  
LUNA

## PURCHASER

N/A, N/A

## REFERENCE

440534

This certificate is issued for:

LOT 1 PLAN SP24293 ALSO KNOWN AS 1/41 MEDWAY STREET BOX HILL NORTH  
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

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

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

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

18 October 2021

**Hon. Richard Wynne MP**  
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.

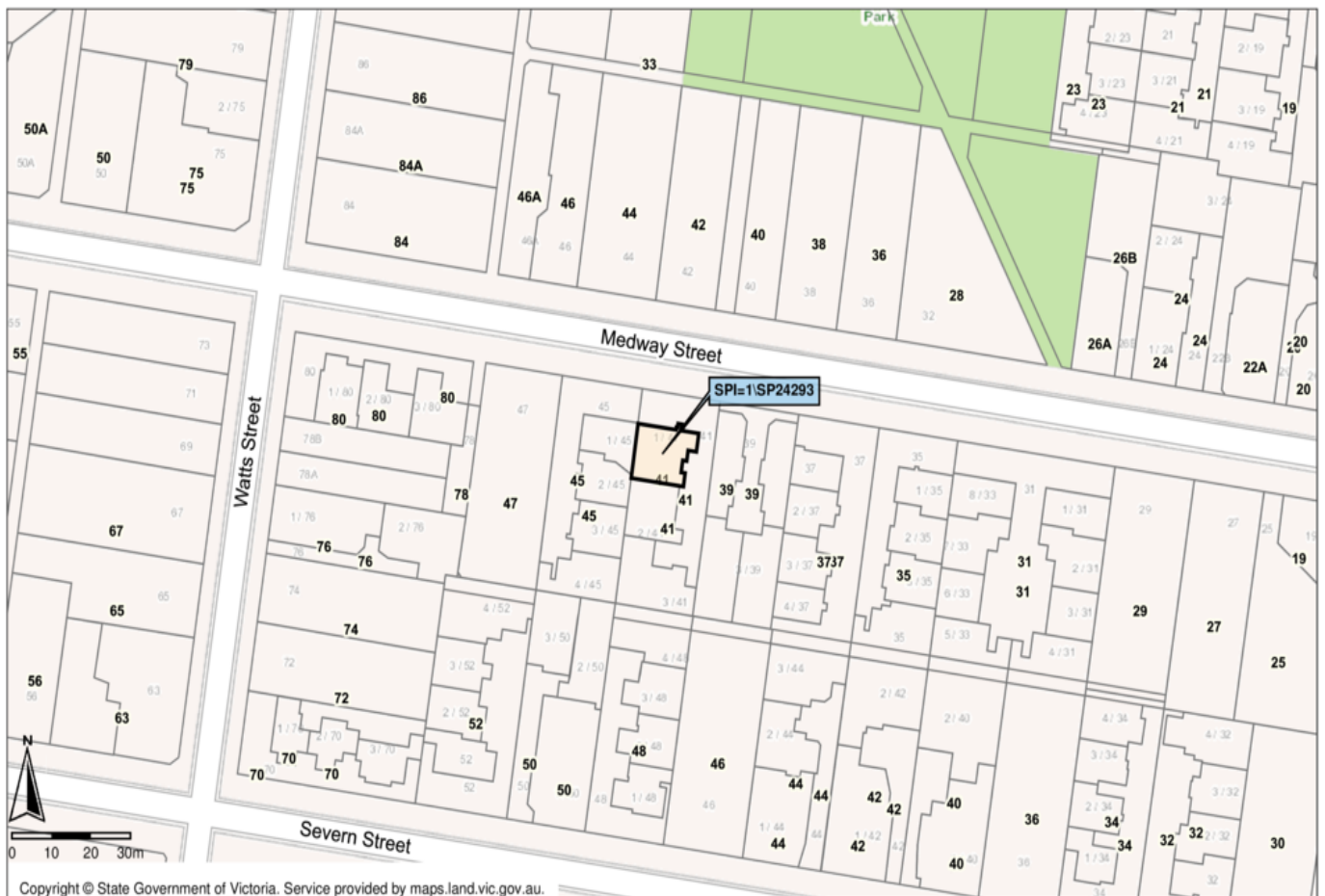
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

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@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

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



## Choose the authoritative Planning Certificate

### Why rely on anything less?

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

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

## Privacy Statement

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

## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 21 October 2021 01:20 PM

**Address:** UNIT 1/41 MEDWAY STREET BOX HILL NORTH 3129

**Lot and Plan Number:** Lot 1 SP24293

**Standard Parcel Identifier (SPI):** 1\SP24293

**Local Government (Council):** WHITEHORSE **Council Property Number:** 243482

**Directory Reference:** Melway 75A H1

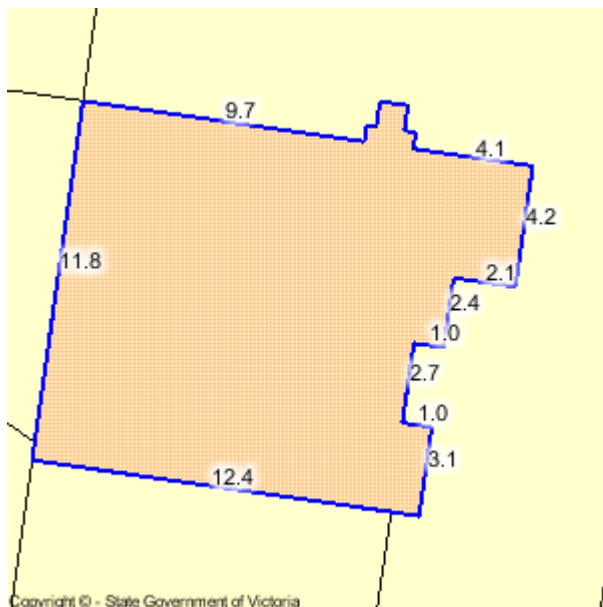
**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Site Dimensions

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



**Area:** 173 sq. m

**Perimeter:** 61 m

For this property:

— Site boundaries

— Road frontages

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

9 dimensions shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

### State Electorates

**Legislative Council:** EASTERN METROPOLITAN

**Legislative Assembly:** BOX HILL

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** Yarra Valley Water

**Melbourne Water:** inside drainage boundary

**Power Distributor:** UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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## Planning Zone Summary

- Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)
- Planning Overlay:** SIGNIFICANT LANDSCAPE OVERLAY (SLO)  
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)

Planning scheme data last updated on 14 October 2021.

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 [Planning Schemes Online](#)

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 21 October 2021 04:47 PM

## PROPERTY DETAILS

Address: **UNIT 1/41 MEDWAY STREET BOX HILL NORTH 3129**  
Lot and Plan Number: **Lot 1 SP24293**  
Standard Parcel Identifier (SPI): **1\SP24293**  
Local Government Area (Council): **WHITEHORSE**  
Council Property Number: **243482**  
Planning Scheme: **Whitehorse**  
Directory Reference: **Melway 75A H1**

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

[planning-schemes.delwp.vic.gov.au/schemes/whitehorse](http://planning-schemes.delwp.vic.gov.au/schemes/whitehorse)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **UNITED ENERGY**

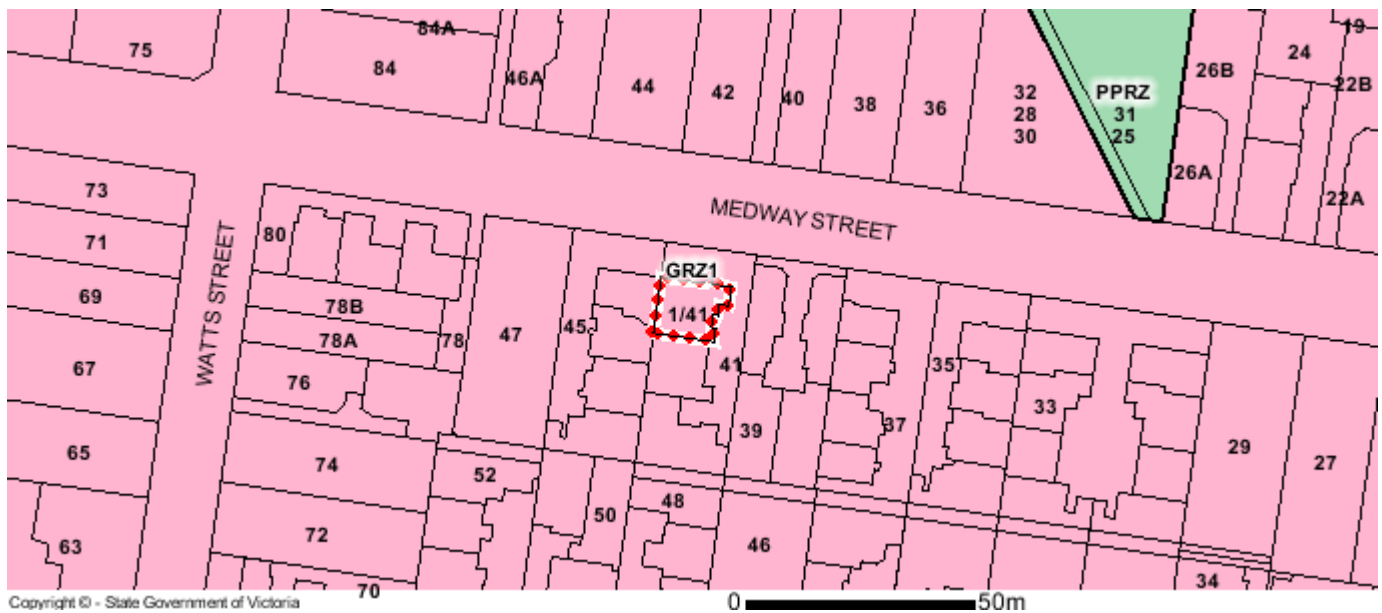
## STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**  
Legislative Assembly: **BOX HILL**

## Planning Zones

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

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



 GRZ - General Residential  PPRZ - Public Park & Recreation

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 1962 (Vic).

## Planning Overlay

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 \(SLO9\)](#)



 SLO - Significant Landscape

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

## Further Planning Information

Planning scheme data last updated on 14 October 2021.

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

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

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

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

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

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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 1962 (Vic).

## Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



**Whitehorse City Council**  
379-397 Whitehorse Road  
Nunawading VIC 3131  
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333  
Fax: (03) 9262 6308  
TTY: (03) 9262 6325  
TIS: 131 540

customer.service@whitehorse.vic.gov.au  
www.whitehorse.vic.gov.au

ABN: 39549568822

## LAND INFORMATION CERTIFICATE

### Local Government Act 1989 - Section 229

Certificate Number: 2310

Date of Issue: 19 October 2021

Applicant's Reference: 55787647-016-6:28448

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

<b>Assessment Number:</b> 62754	<b>Check Digit:</b> 7
<b>Property Description:</b> LOT 1 SP 24293U 2	
<b>Property Address:</b> 1/41 Medway Street, BOX HILL NORTH VIC 3129	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2021 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2021.

<b>Site Value:</b>	\$560,000
<b>Capital Improved Value:</b>	\$770,000
<b>Net Annual Value:</b>	\$38,500

### RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022 DECLARED BY COUNCIL 28 JUNE 2021

#### FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

General Rates	1,324.70
FSPL Fixed Charge	114.00
FSPL Variable Rate	45.40
<b>TOTAL CURRENT LEVIED</b>	<b>\$1,484.10</b>

#### OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
<b>TOTAL</b>	<b>\$0.00</b>

**TOTAL AMOUNT OUTSTANDING \$1,484.10**

**FOR PAYMENT INFORMATION SEE BACK PAGE**

NOTE:

**Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012**

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2021/2022 rating year, due dates for instalments are 30 September 2021, 30 November 2021, 28 February 2022 and 31 May 2022. Due date for lump sum payment is 15 February 2022.

**Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters**

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under “Comments” (if any) and this additional information is as follows):

**Additional information**

**Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council’s records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –**

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit

<https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply>

or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

**COMMENTS:**



**Authorised Officer:** \_\_\_\_\_

If the subject property is a recent subdivision, please contact Council’s Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

**Payment of rates and charges outstanding can be made by:**

- Bpay – Biller Code: 18325 Reference Number: 0000627547
- On Council’s website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to [customer.service@whitehorse.vic.gov.au](mailto:customer.service@whitehorse.vic.gov.au) or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

18th October 2021

Let's Settle Conveyancing C/- InfoTrack (Smokeball  
LANDATA

Dear Let's Settle Conveyancing C/- InfoTrack (Smokeball,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	1/41 MEDWAY STREET BOX HILL NORTH 3129
<b>Applicant</b>	Let's Settle Conveyancing C/- InfoTrack (Smokeball LANDATA
<b>Information Statement</b>	30642305
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	440534

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Encumbrance**

Property Address	1/41 MEDWAY STREET BOX HILL NORTH 3129
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STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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

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

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

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

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

### **Melbourne Water Encumbrance**

Property Address	1/41 MEDWAY STREET BOX HILL NORTH 3129
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STATEMENT UNDER SECTION 158 WATER ACT 1989

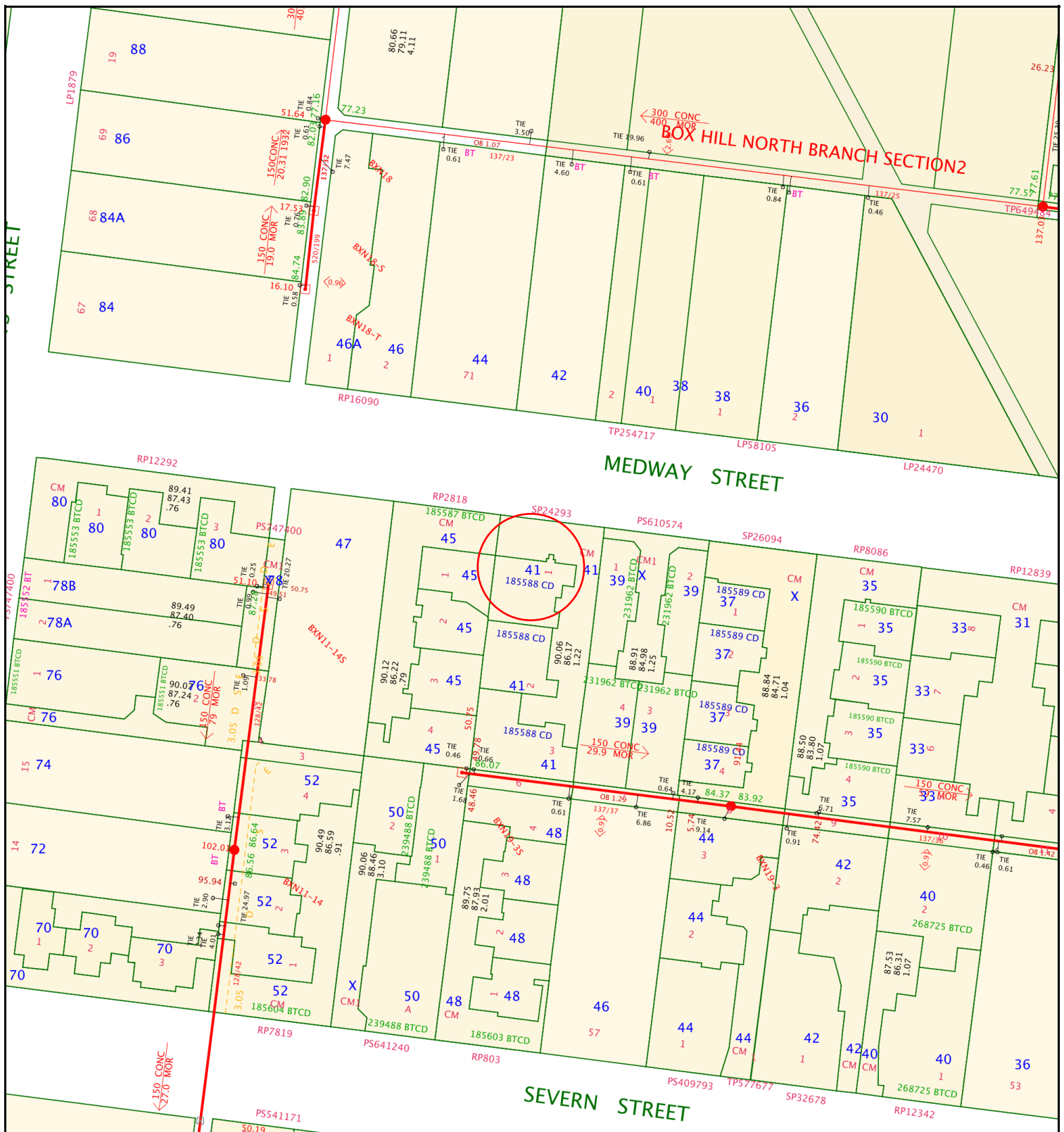
#### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30642305**

<b>Address</b>	1/41 MEDWAY STREET BOX HILL NORTH 3129
<b>Date</b>	18/10/2021
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

Let's Settle Conveyancing C/- InfoTrack (Smokeball  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 8643857860  
Rate Certificate No: 30642305

Date of Issue: 18/10/2021  
Your Ref: 440534

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/41 MEDWAY ST, BOX HILL NORTH VIC 3129	1\SP24293	1452679	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2021 to 31-12-2021	\$19.71	\$19.71
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	04-05-2021 to 30-07-2021	\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2021 to 31-12-2021	\$112.57	\$112.57
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	04-05-2021 to 30-07-2021	\$0.00	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$80.20
Drainage Fee	01-10-2021 to 31-12-2021	\$26.61	\$26.61

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$248.71
	<b>Total for This Property</b>		\$487.80

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
41 MEDWAY ST, BOX HILL NORTH VIC 3129	CMSP24293	1168053	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	04-05-2021 to 30-07-2021	\$0.00	\$0.00

### Other Charges:


Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

**Total Due** \$487.80

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

**We have changed our BPAY biller code. Please refer to the payment options and update your bank**

**details.**



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 1452679

**Address:** UNIT 1/41 MEDWAY ST, BOX HILL NORTH VIC 3129

**Water Information Statement Number:** 30642305

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 86438578608



**Mail a Cheque** with the Remittance Advice  
below to:

**Yarra Valley Water**  
GPO Box 2860 Melbourne VIC 3001

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Please Note:** BPAY is available for individual property settlements.

## PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 1452679

**Address:** UNIT 1/41 MEDWAY ST, BOX HILL NORTH VIC 3129

**Water Information Statement Number:** 30642305

**Cheque Amount:** \$

# Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018  
Subdivision Act 1988

<b>OC Number</b>	SP 24293U
<b>Property</b>	Unit 1, 41 Medway Street BOX HILL NORTH VIC 3129
<b>Vendor</b>	Giovanna Baranowski
<b>Purchaser</b>	
<b>Reference</b>	126
<b>This certificate is issued for lot 1 Plan No. SP 24293U</b>	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

**IMPORTANT:** The information in this certificate is issued on **18/10/2021**. You should obtain a new certificate for current information prior to settlement.

- a) The present fees for the above Lot are \$1,920 annually.  
Commencing 27/04/2021 paid Quarterly.  
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	27/04/2021	01/07/2021	01/10/2021	01/01/2022
Amount	\$480.00	\$480.00	\$480.00	\$480.00

- b) The fees are paid up until 30/09/2021. If settlement should occur on or after any due date, the next fee instalment will also be due and payable.



Payment may be made via BPay.  
Biller Code: 96503  
Ref: 202671673 01264

- c) Unpaid fees and levies presently total **\$0.53** plus penalty interest of **\$0.00**.

- d) The following special fees or levies have been raised and are payable on the dates indicated:

Due Date	Amount	Details

- e) The repairs, maintenance or other work which have been or are about to be performed and which may incur additional charges not included in the above annual fees, maintenance fund and special fees are:

None known at this time.

**f) The owners corporation has the following insurance cover:**

Policy No	Renewal Date	Insurer	Type	Sum
HU0006049235	14/07/2022	CHU Underwriting Agencies Pty Ltd	Building	\$1,550,000
			Common Area Contents	\$15,500
			Loss of Rent/Temp Accommodation	\$232,500
			Liability to Others	\$30,000,000
			Voluntary Workers	\$200,000/\$2,000
			Fidelity Guarantee	\$250,000
			Office Bearers' Legal Liability	\$1,000,000
			Government Audit Costs	\$25,000
			Appeal Expenses	\$100,000
			Legal Defence Expenses	\$50,000
			Lot Owners' Fixtures & Improvements (per lot)	\$250,000

- g) The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

- h) The total funds held by the owners corporation as at 18/10/2021:

Administrative Fund	Maintenance Fund	Total
\$3,108.75	\$0.00	\$3,108.75

- i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance set out above?

None known at this time.

- j)** The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:

Lumo Energy: public lighting Electricity Supply Agreement  
YT Garden Care & Landscaping: garden maintenance

- k)** The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:

None known at this time.

- l)** Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

None known at this time.

- m)** The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

None known at this time.

- n)** The Owners Corporation has resolved to appoint ACUMEN Owners Corp Management (Registration No. 000957), PO Box 812, MACLEOD WEST VIC 3085 as manager.

- o)** No proposal has been made for the appointment of an administrator.

- p)** Other information:

From time to time, the Owners Corporation commences legal proceedings against lot owners to recover outstanding fees, interest and charges.

- q)** Documents attached to the owners corporation certificate are:

The minutes of the most recent Annual General Meeting of the Owners Corporation.

Certificate of Currency.

Model Rules for an Owners Corporation.

Statement of advice and information for prospective purchasers and lot owners.

**(see attached)**

Further information on prescribed matters may be obtained by inspection of the owners corporation register.  
An applicable fee to provide this service will apply.

**IMPORTANT**

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. It may be prudent to obtain an update prior to settlement of the property.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

The owners corporation register can be inspected for additional information.  
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

18/10/2021

Common Seal of Plan No SP 24293U



Prepared By:

Gabrielle Callahan

Gabrielle Callahan

Ph: 03 9444 8458

Email: gabrielle@acumenoc.com.au

*Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation*

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

**MODEL RULES FOR AN OWNERS CORPORATION**

**1 Health, safety and security**

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

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

**1.2 Storage of flammable liquids and other dangerous substances and materials**

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

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**1.3 Waste disposal**

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

**2 Committees and sub-committees**

**2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub-committee without reference to the owners corporation.

**3 Management and administration**

**3.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier;
- or
- (b) is paid directly to the lot owner or occupier as a refund.

**4 Use of common property**

**4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

**4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

**4.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# Owners Corporations Regulations 2018

## SCHEDULE 3

Regulation 17

### STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

#### **What is an owners corporation?**

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

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

#### **How are decisions made by an owners corporation?**

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

#### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

#### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

#### **Further information**

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

#### **Management of an owners corporation**

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY  
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU  
SHOULD SEEK EXPERT ADVICE.

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Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	HU0006049235
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	14/07/2021 to 14/07/2022 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. SP 24293
<b>Situation</b>	41 MEDWAY STREET BOX HILL NORTH VIC 3129

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$1,550,000  
Common Area Contents: \$15,500  
Loss of Rent & Temporary Accommodation (total payable): \$232,500

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

##### Policy 4 – Workers Compensation

Not Available

##### Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

##### Policy 7 – Machinery Breakdown

Not Selected

##### Policy 8 – Catastrophe Insurance

Not Selected

##### Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

**Policy 10 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

01/07/2021

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# Minutes of the Owners Corporation's Annual General Meeting

Plan No. SP 24293U, 41 Medway Street, Box Hill North Vic 3129

Meeting held at 3.30 pm on 29 March 2021 at Unit 3, 41 Medway Street, Box Hill North

## 1. Appointment of meeting chair, apologies, proxies, quorum and entitlement to vote

**Attendees** Judy McGrath (lot 2) and Ann Nettleton (lot 3). Also in attendance, Owners Corporation Manager Gabrielle Callahan. A quorum was declared. All Members are financial and are therefore entitled to vote.

RESOLVED that the OC Manager chairs the meeting and voting on resolutions will be made by a show of hands.

*Moved:* Judy McGrath                      *Seconded:* Ann Nettleton                      The motion was passed with no objections

## 2. Minutes of previous meeting

RESOLVED that the minutes of the Annual General Meeting held on 24 February 2020 circulated with the Notice of Meeting dated 15 February 2021 are taken as read and accepted.

*Moved:* Judy McGrath                      *Seconded:* Ann Nettleton                      The motion was passed with no objections

## Business arising from previous meeting's minutes

Nil.

## 3. Appointment of Manager

RESOLVED that the Owners Corporation reappoints Acumen Owners Corp Management as Manager of Owners Corporation SP 24293U for a further 5 years; and that 2 persons who are owners of separate lots and are Members of the OC witness the affixing of the common seal of the OC in accordance with Sections 20 and 21 of the *Owners Corporations Act 2006* to the standard SCAV Contract of Appointment.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

RESOLVED that the Owners Corporation delegates to the Manager all the powers and functions of the OC (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

*Moved:* Judy McGrath                      *Seconded:* Ann Nettleton                      The motion was passed with no objections

## 4. Report from Manager

Acumen Owners Corp Management (Stratacast Pty Ltd) is a registered Owners Corporation Manager, registration number 000957, and holds Professional Indemnity Insurance with Chubb Insurance Australia Limited, Policy number 93318259.

RESOLVED to accept the Manager's report.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

## 5. Report from Committee

The committee reported that it did not hold any meetings since the last AGM.

RESOLVED to accept the Committee's report.

*Moved:* Judy McGrath                      *Seconded:* Ann Nettleton                      The motion was passed with no objections

## 6. Financial matters

### a) Financial statements

RESOLVED to approve the financial statements circulated with the notice of meeting dated 15 February 2021.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

### b) Details of insurance and insurance valuation and review

Policy number	Insurer	Renewal date	Building Sum Insured	Liability to Others	Office Bearers Liability
HU0006049235	CHU Underwriting Agencies Pty Ltd via Whitbread Insurance Brokers	14/07/2021	\$1,550,000 <i>Standard excess \$500</i>	\$30,000,000	\$1,000,000

The Manager is an Authorised Representative (No: 1239040) of CHU Underwriting Agencies Pty Ltd and Whitbread Insurance Brokers which gives her the authority to arrange insurance on their behalf. The Manager may give general and factual advice, but not personal advice. The Product Disclosure Statement and Policy Wording are available online at <https://www.chu.com.au/strata/residential-strata-insurance/>. The Manager recommends that Members carefully read the Product Disclosure Statement and Policy documentation provided by the insurer and any other information provided before making your decision.

Pursuant to section 59 of the *Owners Corporations Act 2006*, an Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property and the OC's portion of any shared services. Whitbread recommends that you obtain a professional valuation at least every three years to ensure you have adequate cover on the policy. The property was valued for insurance purposes in February 2020 at \$1,550,000.

Members have previously resolved that the Manager has a standing direction to renew insurance annually at the limits of cover currently held by the Owners Corporation on or before the date of renewal.

RESOLVED to maintain the level of cover and review at the next AGM.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

**After-Hours Emergency Claims Assistance** For after-hours emergencies which may involve an insurance claim (e.g. storm damage), contact Tymaline Building Services on 0418 362 023 for an all-trades 24-hour Owners Corporation emergency service. Note that in the case of the issue being an uninsured or private matter, the cost of their service may be passed onto you. **CHU After Hours Emergency Calls** – 1800 022 444 (free call).

### c) Proposed budget

RESOLVED that Members approve the proposed budget circulated with the notice of meeting dated 15 February 2021 subject to decreasing the budget allocation for a garden organics bin to \$70, increasing the allocation for gardening to \$900 and changing the allocation for general repairs/maintenance to \$227.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

### d) Proposed fees

As the AGM has been held later than usual, the fees for the April 2021 quarter will be due within 28 days of the notice being issued. The other quarters' fees are due and payable in advance by the first days of July, October and January. Please note it may be necessary to set a special fee to cover any unbudgeted expenditure or shortfall of funds. Members have previously resolved interest will be charged on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date at the maximum rate of interest payable under the *Penalty Interest Act 1983*.

RESOLVED that Members approve fees of \$5,760 to be struck according to lot liability.

*Moved:* Judy McGrath                      *Seconded:* Ann Nettleton                      The motion was passed with no objections

## 7. Election of committee and appointment of chairperson

RESOLVED that a committee is not appointed.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

RESOLVED that Judy McGrath is appointed as chairperson.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

## 8. Occupational Health & Safety

The Manager recommended an occupational health and safety survey of the common property. The OC has an obligation to ensure the common property is safe for residents, visitors and workers whether they are contractors or volunteers. Common property may become a workplace when an OC's contractor or the like, steps onto it to carry out its duties. Occupants have an obligation to ensure all exits and paths of travel are kept readily accessible, functional and clear of obstructions. It is best practice to have adequate lighting around entries, common stairs and access ways.

All Victorian multi-dwelling properties including townhouses with shared facilities and workers (including contractors) on-site must have a COVIDSafe Plan. Your COVIDSafe Plan must be reviewed and updated routinely and when restrictions or public health advice changes. Members are advised to monitor updates about COVID-19 restrictions, available at <https://www.dhhs.vic.gov.au/coronavirus>.

RESOLVED to approve the draft COVIDSafe Plan circulated to Members.

*Moved:* Judy McGrath                      *Seconded:* Ann Nettleton                      The motion was passed with no objections

RESOLVED that Members report any safety concerns to the Manager for action.

*Moved:* Ann Nettleton                      *Seconded:* Judy McGrath                      The motion was passed with no objections

## 9. Other business

### Garden maintenance

Members have agreed that the OC will pay for a garden organics bin.

Members have previously agreed to view the common property garden together to decide if plants need replacing and agree on the cost prior to any purchase.

The garden maintenance contractor is YT Garden Care & Landscaping. The agreed scope of works for garden maintenance is: two garden clean-ups each year including pruning along the driveway and in front of unit one. Each month lawns are to be mowed with weeds pulled in all garden beds and green waste deposited in the garden organics bin. Light globes to be replaced as required.

## Gutter cleaning

Members have previously agreed that gutter cleaning is the responsibility of the individual owner. Members should ensure that workers are aware of the OHS working at height requirements prior to beginning work.

## Communications

Members are required to provide the OC with a current Australian address. Legislation requires that lot owners notify the OC if they are going to be away for more than three months. It is the owner's responsibility to check their junk folder for emails from the OC Manager.

## Meeting closed

The meeting closed at 4.50 pm. Next AGM is proposed to be held in February/March 2022.

Signed by the chairperson ..... Date.....

## General notes

**General Advice Disclaimer** Any advice provided is of a general nature only and does not take into consideration the specific objectives, financial situation or needs of the recipient. You should consider seeking independent legal, financial or other professional advice before making a decision.

**Insurance** The *Owners Corporations Act 2006* requires an Owners Corporation to take out reinstatement and replacement insurance for all buildings on the common property and shared services. The insurance required is insurance for damage to property under which the OC insures for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property. Strata insurance specifically excludes contents within individual units such as carpets, curtains, blinds, light fittings and electrical appliances not wired into the premises. These items should be insured by your Contents Insurance or Landlord Insurance policy. For personal advice specific to your particular strata property circumstances, please call Whitbread Insurance Brokers on 1300 424 627 to speak to a member of their team of strata insurance specialists. What is Strata Insurance and what does it cover you for?  
<http://www.whitbread.com.au/the-whitbread-channel/an-insight-strata/lias-guide-to-all-things-strata-insurance/>

**Duty of Disclosure** Members of the Owners Corporation have a duty of disclosure to the insurer. If Members are aware of 'known defects' at the property, a Defects Report should be provided to the insurer or broker. If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

**Legislation** [Owners Corporations Act 2006](#), [Owners Corporations Regulations 2018](#), [Subdivision Act 1988](#) and [Building Regulations 2018](#). Lot owners are responsible for ensuring occupants have a copy of the Owners Corporation's rules.

**Lot changes** An owner or occupier of a lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the OC. An owner or occupier of a lot must obtain the written approval of the OC before making any changes to the external appearance of their lot. An OC cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property. An owner or occupier of a lot must notify the OC when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property. A lot owner must properly maintain in a state of good and serviceable repair any part of the lot that affects the outward appearance of the lot or the use or enjoyment of other lots or the common property. A lot owner must give notice to the OC of any application by the lot owner for a building permit or planning permit or the certification of a plan of subdivision affecting the lot.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Let's Settle Conveyancing C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 440534

NO PROPOSALS. As at the 18th October 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 1, 41 MEDWAY STREET, BOX HILL NORTH 3129  
CITY OF WHITEHORSE

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

Date of issue: 18th October 2021

Telephone enquiries regarding content of certificate: 13 11 71

# Extract of EPA Priority Site Register

Page 1 of 2



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

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 1, 41 MEDWAY STREET  
SUBURB: BOX HILL NORTH  
MUNICIPALITY: WHITEHORSE  
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 47 Reference E7  
DATE OF SEARCH: 18th October 2021

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 55787647 - 55787647212851  
'440534'



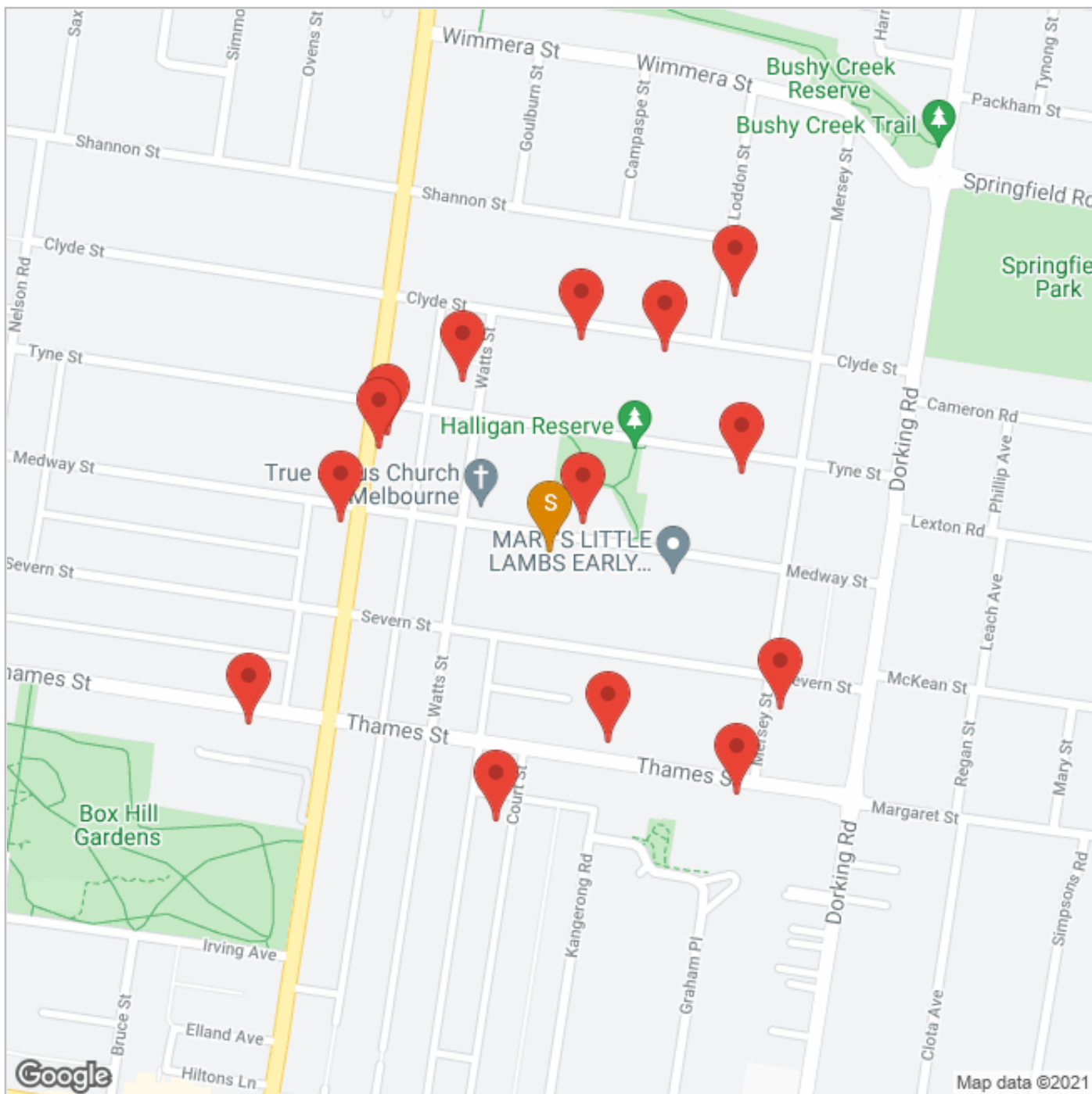
## Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)



## 41 MEDWAY STREET, BOX HILL NORTH VIC 3129

Matter 21336

Council Whitehorse

 **14**  
Applications

 **22/04/2021**  
Last Update

 **400m**  
Range

Whilst efforts are made to ensure the accuracy of data and the contents of Development Application reports, InfoTrack cannot guarantee the accuracy or completeness of information contained therein. Results are currently limited to the first 200 applications based on proximity to the property. By using the Development Application product and Development Application report/s, you agree to indemnify fully InfoTrack (and its related body corporate, directors, officers, agents, employees and contractors) from any claim, action, demand, loss or damages made or incurred directly or indirectly by you or any third party arising out of or relating to your conduct, your use of the Development Application product or Development Application report/s.

# Summary

**1**  
**38 Medway Street,  
BOX HILL NORTH VIC  
3129**

Distance 49m  
Applications 1

**2**  
**85 Watts Street, BOX  
HILL NORTH VIC 3129**

Distance 217m  
Applications 1

**3**  
**32 Thames Street, BOX  
HILL NORTH VIC 3129**

Distance 224m  
Applications 1

**4**  
**800 Station Street,  
BOX HILL NORTH VIC  
3129**

Distance 226m  
Applications 1

**5**  
**800 Station Street,  
BOX HILL NORTH VIC  
3129**

Distance 226m  
Applications 1

**6**  
**3/13 Tyne Street, BOX  
HILL NORTH VIC 3129**

Distance 233m  
Applications 1

**7**  
**791 Station Street,  
BOX HILL NORTH VIC  
3129**

Distance 239m  
Applications 1

**8**  
**39 Clyde Street, BOX  
HILL NORTH VIC 3129**

Distance 243m  
Applications 1

**9**  
**27-29 Clyde Street,  
BOX HILL NORTH VIC  
3129**

Distance 262m  
Applications 1

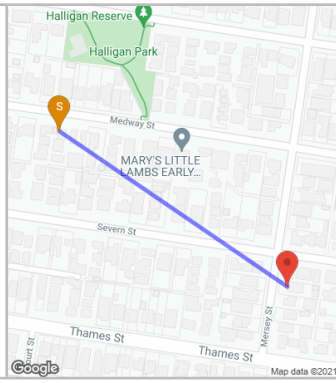
**10**  
**43 Court Street, BOX  
HILL VIC 3128**

Distance 309m  
Applications 1

11

**10 Mersey Street, BOX HILL NORTH VIC 3129**

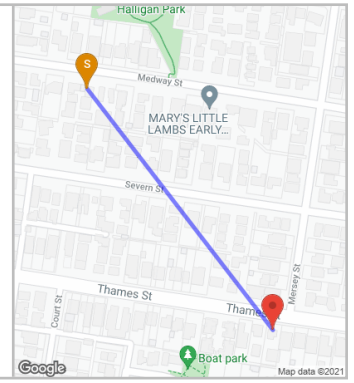
Distance 313m  
Applications 1



12

**15 Thames Street, BOX HILL VIC 3128**

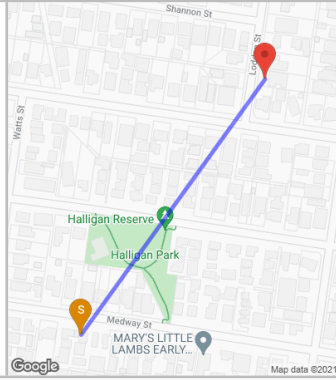
Distance 345m  
Applications 1



13

**4 Loddon Street, BOX HILL NORTH VIC 3129**

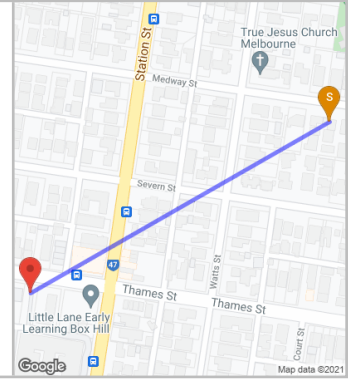
Distance 358m  
Applications 1



14

**75 Thames Street, BOX HILL VIC 3128**

Distance 391m  
Applications 1

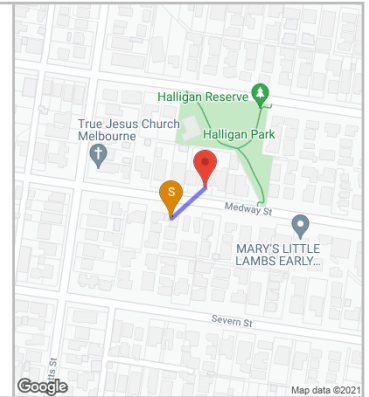


# Details

1

## 38 Medway Street, BOX HILL NORTH VIC 3129

Distance 49m  
Applications 1

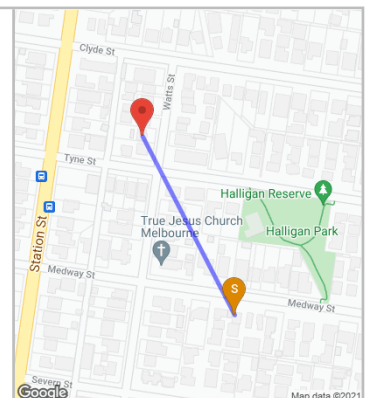


**WH/2019/772** Removal of vegetation, Construction of a tennis court and buildings and works (including earthworks) within 4m of existing trees within the significant landscape overlay - schedule 9

2

## 85 Watts Street, BOX HILL NORTH VIC 3129

Distance 217m  
Applications 1

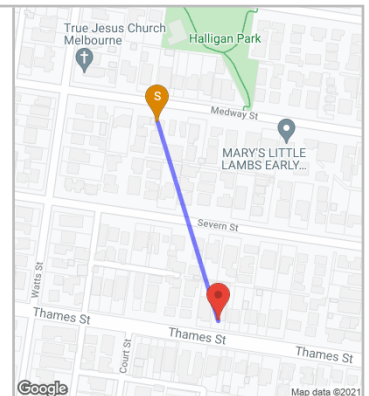


**WH/2018 /1402/A** Development of the land for two (2) double storey dwellings including associated buildings and works within 4 metres of protected trees

3

## 32 Thames Street, BOX HILL NORTH VIC 3129

Distance 224m  
Applications 1

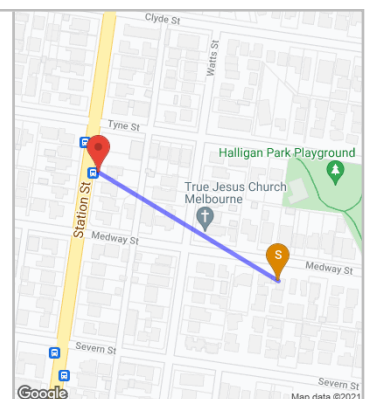


**WH/2019/1047** Construction of two (2) double storey dwellings

4

## 800 Station Street, BOX HILL NORTH VIC 3129

Distance 226m  
Applications 1



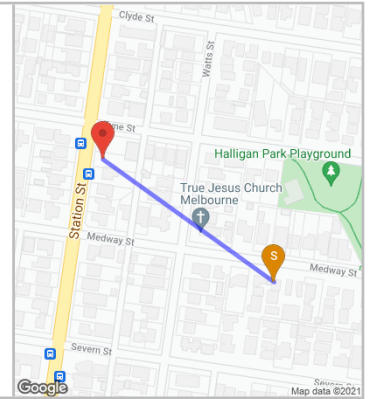
**WH/2014  
/1235/C**

Development and use of a Child Care Centre, buildings and works in a Heritage Overlay and reduction in car parking requirements

**5**

## 800 Station Street, BOX HILL NORTH VIC 3129

Distance 226m  
Applications 1

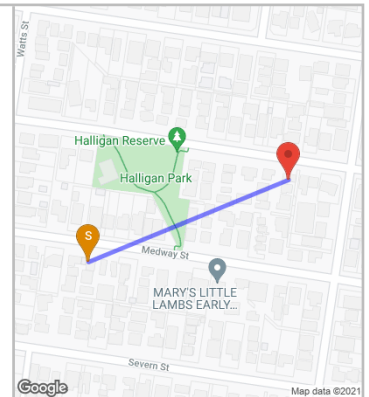


**WH/2020/16** Signage

**6**

## 3/13 Tyne Street, BOX HILL NORTH VIC 3129

Distance 233m  
Applications 1

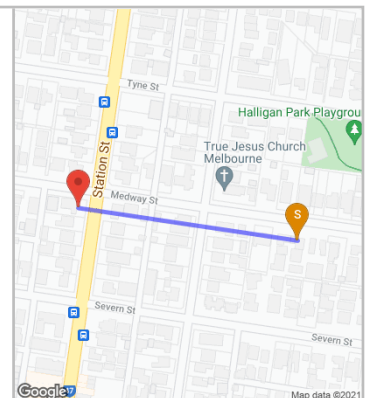


**WH/2020/492** Alterations and Additions to an Existing Dwelling

**7**

## 791 Station Street, BOX HILL NORTH VIC 3129

Distance 239m  
Applications 1

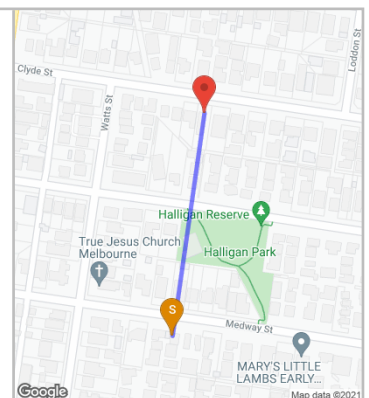


**WH/2019/883** Two lot subdivision

**8**

## 39 Clyde Street, BOX HILL NORTH VIC 3129

Distance 243m  
Applications 1

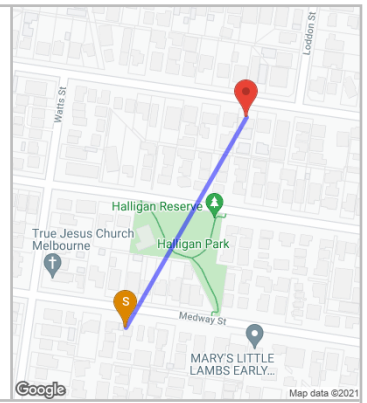


**WH/2020/1236** Construction of two dwellings with vegetation removal and buildings and works within 4 metres of protected vegetation in the Significant Landscape Overlay Schedule 9

9

### 27-29 Clyde Street, BOX HILL NORTH VIC 3129

Distance 262m  
Applications 1

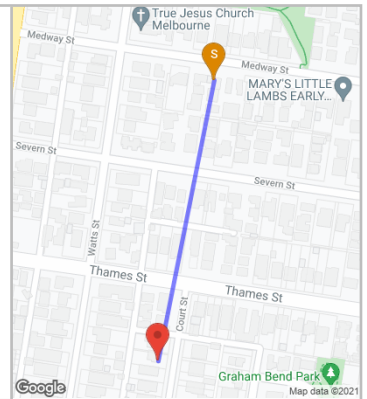


**WH/2015/833/A** Amend planning permit WH/2015/833 to allow an opening roof patio to rear of existing dwelling

10

### 43 Court Street, BOX HILL VIC 3128

Distance 309m  
Applications 1

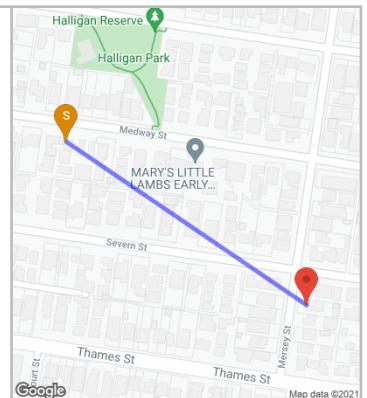


**WH/2019/692** To remove two trees and undertake works within 4 metres of a neighbouring tree affected by the SLO9.

11

### 10 Mersey Street, BOX HILL NORTH VIC 3129

Distance 313m  
Applications 1

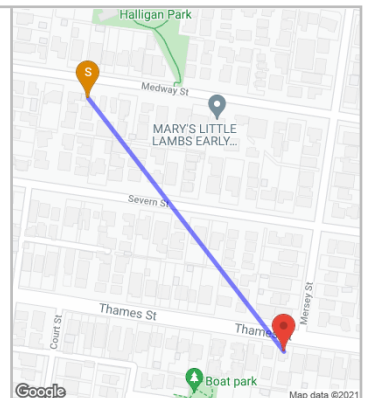


**WH/2019/1172** Removal of one tree (tree 1)

12

### 15 Thames Street, BOX HILL VIC 3128

Distance 345m  
Applications 1

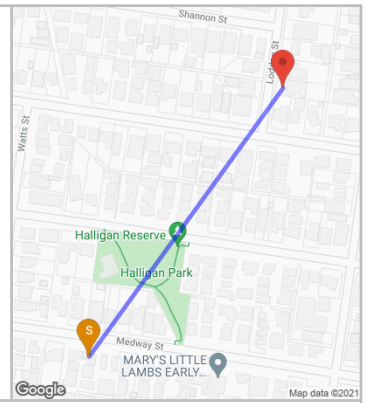


**WH/2020/905** 5 lot subdivision

13

## 4 Loddon Street, BOX HILL NORTH VIC 3129

Distance 358m  
Applications 1

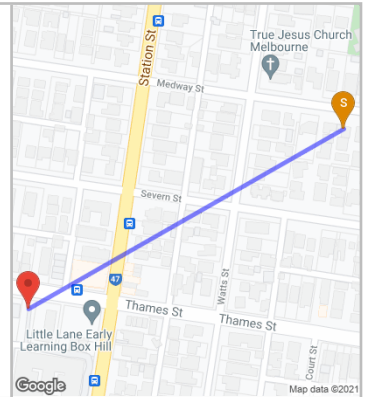


**WH/2019/929** Four lot subdivision

14

## 75 Thames Street, BOX HILL VIC 3128

Distance 391m  
Applications 1



**WH/2021/365** Removal of vegetation in the Significant Landscape Overlay Schedule 9 and works associated with a carpark