

Contract of Sale of Land

Property:

8/14 Branch Road, Bayswater North VIC 3153

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

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Fax: (03) 8794 9072

PO Box 32, Narre Warren VIC 3805

Ref: AW:20250930

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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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/...../2025

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/...../2025

Print names(s) of person(s) signing: Angela Maree Quirk

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale	5
Special Conditions.....	7
General Conditions.....	8
1. ELECTRONIC SIGNATURE.....	8
2. LIABILITY OF SIGNATORY	8
3. GUARANTEE.....	8
4. NOMINEE	8
5. ENCUMBRANCES	8
6. VENDOR WARRANTIES	8
7. IDENTITY OF THE LAND.....	9
8. SERVICES.....	9
9. CONSENTS.....	9
10. TRANSFER & DUTY	9
11. RELEASE OF SECURITY INTEREST	9
12. BUILDER WARRANTY INSURANCE	10
13. GENERAL LAW LAND	10
14. DEPOSIT	11
15. DEPOSIT BOND.....	11
16. BANK GUARANTEE.....	12
17. SETTLEMENT	12
18. ELECTRONIC SETTLEMENT	12
19. GST.....	13
20. LOAN	14
21. BUILDING REPORT	14
22. PEST REPORT.....	14
23. ADJUSTMENTS	14
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	14
25. GST WITHHOLDING	15
26. TIME & CO OPERATION	16
27. SERVICE	17
28. NOTICES	17
29. INSPECTION	17
30. TERMS CONTRACT	17
31. LOSS OR DAMAGE BEFORE SETTLEMENT	17
32. BREACH	18
33. INTEREST	18
34. DEFAULT NOTICE.....	18
35. DEFAULT NOT REMEDIED.....	18

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Wantirna
Address: 207 Stud Road, Wantirna South VIC 3152
Email: james.diab@obrienrealestate.com.au
Tel: 8820 8338 Mob: 0416 109 833 Fax: Ref: James Diab

Vendor

Name: Angela Maree Quirk
Address: 42 Royce Crescent, Lavington NSW 2641
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20250930

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 11064 Folio 349	8	PS 610025H

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: 8/14 Branch Road, Bayswater North VIC 3153

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

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.*



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

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

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.

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 7.4(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 1.14 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

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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.
- 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.

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

I/We,of

andof

being the **Sole Director / Directors** of ACN

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Angela Maree Quirk
Property:	8/14 Branch Road, Bayswater North VIC 3153



VICTORIAN
STATEWIDE
CONVEYANCING

VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: AW:20250930

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificates and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

. Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

- (a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Maroondah City Council Planning Scheme
Responsible Authority: Maroondah City Council
Zoning: Neighbourhood Residential Zone – Schedule 3
Planning Overlay/s: Significant Landscape Overlay – Schedule 3

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 11064 Folio 349
2. Plan of Subdivision 610025H

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

Angela Maree Quirk

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

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

VOLUME 11064 FOLIO 349

Security no : 124124272145K

Produced 08/05/2025 10:07 AM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 610025H.
PARENT TITLE Volume 08863 Folio 411
Created by instrument PS610025H 23/04/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ANGELA MAREE QUIRK of UNIT 8 14 BRANCH ROAD BAYSWATER NORTH VIC 3153
AF848597Q 16/05/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF848598N 16/05/2008
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS610025H 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 8 14 BRANCH ROAD BAYSWATER NORTH VIC 3153

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS610025H

DOCUMENT END

Imaged Document Cover Sheet

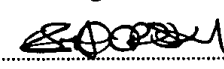
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS610025H
Number of Pages (excluding this cover sheet)	4
Document Assembled	08/05/2025 10:09

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

PLAN OF SUBDIVISION		STAGE NO. /	LR use only EDITION	Plan Number PS 610025H
Location of Land Parish: RINGWOOD Crown Allotment: 30B (PART) Title Reference: VOL 8863 FOL 411 Last Plan Reference: LP90061 LOT 1 Postal Address: 14 BRANCH ROAD BAYSWATER NORTH 3153 MGA Co-ordinates (of approx. centre of land in plan) E 348 120 Zone: 55 N 5812 700		Council Certification and Endorsement Council Name: MAROONDAH Ref: S/2007/145 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Date 16/10/07 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Date / /		
Vesting of Roads and Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
		Notations		
		Staging This is not a staged subdivision. Planning Permit No. M/2007/658		
		Depth Limitation : DOES NOT APPLY		
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN - BOUNDARIES MARKED "M". EXTERIOR FACE - ALL OTHER BOUNDARIES.				
Survey This plan is based on survey. This survey has been connected to permanent marks no(s) 46 & 56. In Proclaimed Survey Area No. ---				
Easement Information				LR use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement Received ☒ Date 17/4/08
Section 12(2) of the Subdivision Act 1988 applies to all of the land in the plan.				
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
				LR use only PLAN REGISTERED TIME 11:22 AM DATE 23/4/2008  Assistant Registrar of Titles
				Sheet 1 of 4 Sheets
			MILLAR & MERRIGAN PTY. LTD. ACN 005 541 668 126 MERRINDALE DRIVE, CROYDON Telephone (03) 8720 9500 Facsimile (03) 8720 9501 Email survey@millarmerrigan.com.au PO BOX 247 CROYDON VIC 3136	
LICENSED SURVEYOR Bradley Terjesen SIGNATURE DATE 15/10/07 REF 12564S1 VERSION 2: 31/7/2007			Date 16/10/07 COUNCIL DELEGATE SIGNATURE Original sheet size A3	

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610025H

CENTRAL AVENUE

MGA94 ZONE 55

ROAD

BRANCH

91°29'20"
(112.78)

11.19

10.89

8.90

21.81

1°29'

8.17

1°29'

13.56

1°29'

10.24

1°29'

5.08

1°29'

11.8

11.8

11.8

11.8

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11.8

160.93

17.43

27.43
181°30'

91°30'
8.57

10m

COMMON PROPERTY NO.1

(75.20)

(112.75)
271°29'20"

SEE SHEET 3



Land Development Consultants

MILLAR & MERRIGAN PTY. LTD.
ACN 005 541 668

126 MERRINDALE DRIVE, CROYDON

Telephone (03) 8720 9500

Facsimile (03) 8720 9501

Email survey@millarmerrigan.com.au

PO BOX 247 CROYDON VIC 3136

ORIGINAL

SCALE

SCALE
1:250

SHEET
SIZE
A3

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR Bradley Terjesen

SIGNATURE DATE / /

REF 12564S1 VERSION 2

Sheet 2

Date / /
COUNCIL DELEGATE SIGNATURE

[illegible]

PS610025H

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 08/05/2025 10:09:41 AM

OWNERS CORPORATION 1
PLAN NO. PS610025H

The land in PS610025H is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 9.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MBCM STRATA SPECIALISTS BAYSWATER SUITE 15 50 NEW STREET RINGWOOD VIC 3134

AY327886Y 22/08/2024

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:

OC000903F 24/04/2008

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/05/2025 10:09:41 AM

OWNERS CORPORATION 1
PLAN NO. PS610025H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Total	90.00	90.00

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

Statement End.

Annual Rates Notice

Realm
179 Maroondah Highway, Ringwood
PO Box 156, Ringwood 3134
Telephone: 1300 882 233
Revenue Office is situated at Realm

Croydon Service Centre
Croydon Library, Civic Square, Croydon



ABN 98 606 522 719

Ms A M Quirk
C/- Noel Jones
20A Station St
BAYSWATER VIC 3153

Property details

Property Address 8/14 Branch Road, Bayswater North VIC 3153	Capital Improved Value \$600,000
Property Description Lot 8 PS 610025	Site Value \$190,000
AVPCC/Land Use 120 - Single Unit/Villa Unit/Townhouse	Net Annual Value \$30,000

Details of rates, charges and Fire Services Property Levy (FSPL)

Gen Rate - Residential	600000 x 0.00191336	\$1,148.00
Waste Charge 80L	1 x 365.00000000	\$365.00
FSPL - Fixed Residential		\$132.00
FSPL - Variable Residential	600000 x 0.00008700	\$52.20

If you have an active payment plan, your interest-free agreement remains until the debt is fully paid.
If you experience financial difficulty in paying this account, please visit our website to seek assistance.
Payments made after 28 July 2024 are not included on this notice.
Interest rate 10% see reverse for details.

Grand total \$1,697.20

Issue Date
30/07/2024

Assessment Number
154041 8

Reference Number
00154041 89

Due Immediately \$0.00
Interest will apply until fully paid.

3 Payment Options
Paying in full
Due date 15 February 2025 **\$1,697.20**

Paying by 4 instalments
Must pay first instalment by due date.
1st instalment 30 September 2024 **\$425.20**
2nd instalment 30 November 2024 **\$424.00**
3rd instalment 28 February 2025 **\$424.00**
4th instalment 31 May 2025 **\$424.00**

Paying by 9 instalments
Debited on the last day of each month from September 2024 to May 2025
Only available paying by direct debit.
All payment options available by direct debit.
For more details and to apply visit www.maroondah.vic.gov.au/debitform

For emailed notices visit: erates.maroondah.vic.gov.au

Rates payment slip

BPAY
Biller code: 118992
Reference number: 0015404189

Call
Call **1300 900 765**, to make payment 24 hours a day.
MasterCard & Visa accepted.

Name Ms A M Quirk

Online
MasterCard & Visa accepted online via council website.
www.maroondah.vic.gov.au

Mail
Detach and return this section with a cheque to:
Maroondah City Council
PO Box 156, Ringwood VIC 3134

Assessment Number
154041 8

In Person
1. Pay in-store at Australia Post. Credit card payments not accepted.
2. Visit a Council service centre. Locations listed at top of page.
Eftpos/Credit Card payments accepted.

*3196 15404189

ID 163

Maroondah City Council

Valuations

The values listed on this notice were assessed as at 1 January 2024 and became effective for rating purposes on 1 July 2024. Council uses the Capital Improved Value of your property as the basis for calculation of the rate.

The State Revenue Office (SRO) uses the Site Value to assess Land Tax under the Land Tax Act 2005. Further information on the use of valuations for Land Tax can be found on the SRO website: www.sro.vic.gov.au.

Objection to valuation

If you wish to object to the valuation listed on this notice you must do so within 60 days of the notice 'issue date'. Contact Council for further information. To lodge an objection, visit <https://ratingvaluationobjections.vic.gov.au/>.

Appeal against rates and charges

Under section 184 of the Local Government Act 1989, aggrieved owners have a right to appeal to the County Court on the rates and charges on specific grounds within 60 days of this notice being issued.

Rate capping

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

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

Fire Services Property Levy

Council is obliged under the Fire Services Property Levy (FSPL) Act 2012 to apply and collect this levy on behalf of the SRO. Waiver and deferral options exist under Sections 27 and 28 of the Act.

Supplementary valuations and rates

If a change is made to your property that effects the valuation or classification a supplementary rate notice will be issued. The supplementary rate notice will reflect your new property data and replace any previous rates notice.

Pension concessions

If your card is currently recorded by Council, we have already deducted the rebate and the amount you need to pay is shown on the front of your notice. If you become eligible for a concession during the year, complete an application form (available in person or on Council's website) and return to Council.

Penalty interest

In accordance with section 172(2)(b)(iii)(c) of the Local Government Act, interest is charged at 10% on any overdue amount.

Allocation of payment

Payments made to this rates account will be allocated in the following order;

1. Legal costs owing, if any
2. Interest owing, if any
3. Arrears owing, if any
4. Current rates, charges and levies owing

Receive your rates notice by email

To sign up to this option please scan the QR code or visit erates.maroondah.vic.gov.au/registration/createaccount



How can I contact Council?

Email: maroondah@maroondah.vic.gov.au

Phone: 1300 88 22 33 or (03) 9298 4598

Post: PO Box 156, Ringwood Vic 3134

Live chat: www.maroondah.vic.gov.au

Payment options and due dates

Any overdue amount listed must be paid immediately.

In full: The current rates are to be paid on or before 15 February 2025.

Four instalments: The first instalment must be paid on or before 30 September 2024.

Nine instalments (direct debit only): Debited from your nominated bank account, on the last day of each month from September to May. If this day falls on a weekend or public holiday, the debit will take place on the next business day.

Direct debit

To apply online please scan the QR code. Any dishonour will be subject to a \$27 fee. Credit card is not accepted.



Payment plan

Ratepayers can apply for a payment plan at any time, by completing a Financial Assistance application. Application forms are available online, via post, at Council offices or by phone request.

Financial hardship

Council offer a Financial Hardship program for those experiencing genuine hardship. Please refer to Council's Financial Hardship Policy and application form available on our website or at a Customer Service Centre.

Change of details

Please advise Council immediately, in writing, via email or online, if any details listed on this notice change.

Property owner*

Ms A M Quirk

*As per Council's data base. Please notify council if details above appear to be incorrect.

Differential rates

Differential rates mean that there is a different rate in the dollar for each property classification. This ensures rate revenue is collected in a fair and equitable manner. For information purposes only, the below table details what the differential rate amount would be for this property under the different classifications:

Residential	0.00191336	\$1,148.00
Commercial	0.00229603	\$1,377.60
Industrial	0.00229603	\$1,377.60
Vacant Land	0.00287004	\$1,722.00
Cultural and Recreational	0.00124368	\$746.20
Derelict	0.00574008	\$3,444.00

13th May 2025

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	8/14 BRANCH ROAD BAYSWATER NORTH 3153
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	30940278
Conveyancing Account Number	8998494776
Your Reference	2025 0930

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	8/14 BRANCH ROAD BAYSWATER NORTH 3153
------------------	---------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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 Property Information Statement

Property Address	8/14 BRANCH ROAD BAYSWATER NORTH 3153
------------------	---------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

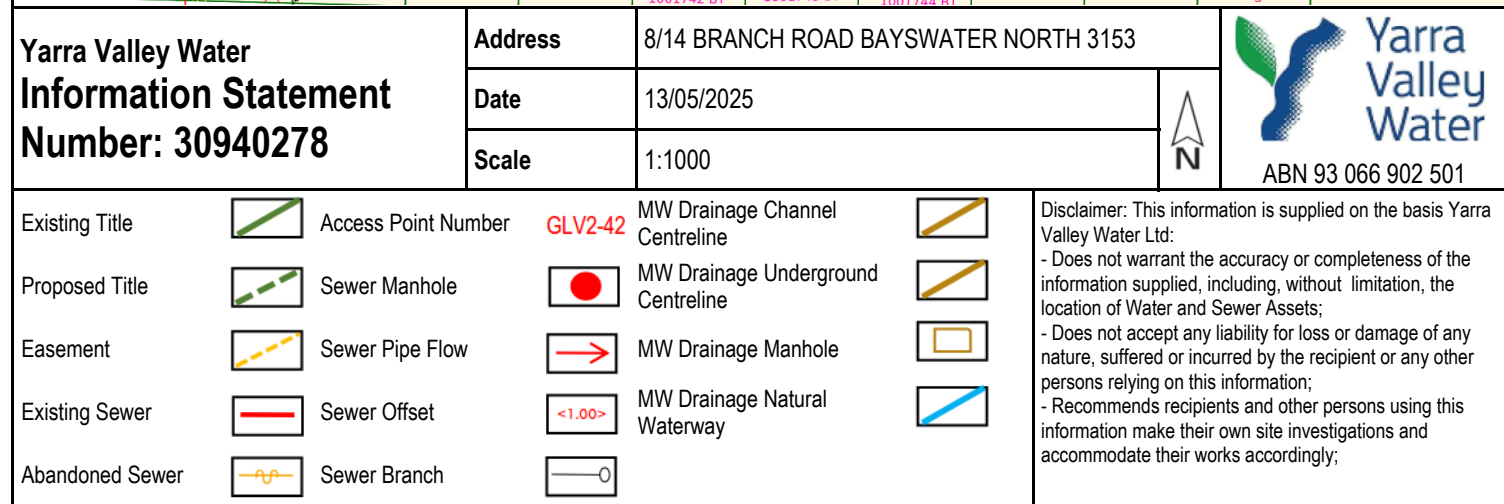
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.



VICTORIAN STATEWIDE CONVEYANCING P/L.
annette@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 2625940000
Rate Certificate No: 30940278

Date of Issue: 13/05/2025
Your Ref: 2025 0930

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 8/14 BRANCH RD, BAYSWATER NORTH VIC 3153	8\PS610025	1748168	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Usage Charges allocated from Owners Corporation	01-04-2025 to 30-06-2025	\$0.00	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$191.01



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.
4. 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.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. 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.

7. 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.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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
yvw.com.au

Property No: 1748168

Address: UNIT 8/14 BRANCH RD, BAYSWATER NORTH VIC 3153

Water Information Statement Number: 30940278

HOW TO PAY



Bill Code: 314567
Ref: 26259400009

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

APPROVAL PSP

© Yarra Valley Water Corporation 2012



PLAN NUMBER

755216-1

WARNING: This property sewerage plan (PSP) is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The corporation accepts no liability for any loss, damage or injury suffered by any person as a result of any inaccuracy in this plan. Copyright subsisting in any amendment made to this plan shall automatically vest in Yarra Valley Water.



Yarra Valley Water

Sewer Plan

Dial Before You Dig Sequence No.

11787265

Address

14 BRANCH ROAD BAYSWATER NORTH 3153

Melway Ref.

50H10

Date

17/05/2007



0 25 30
metres



Yarra Valley Water



Existing Title



Proposed Title



Existing Sewer



Abandoned Sewer



Offset Distance



Change of Grade



Circular Access Point



Junction



Gas Check Manhole



Square Manhole



Rectangle Manhole



Chambered Manhole



Inspection Shaft



End of Pipe



Maintenance Shaft



Long Branch Reducer



Pump Station



Ventilation



APPROVAL PSP

© Yarra Valley Water Corporation 2012

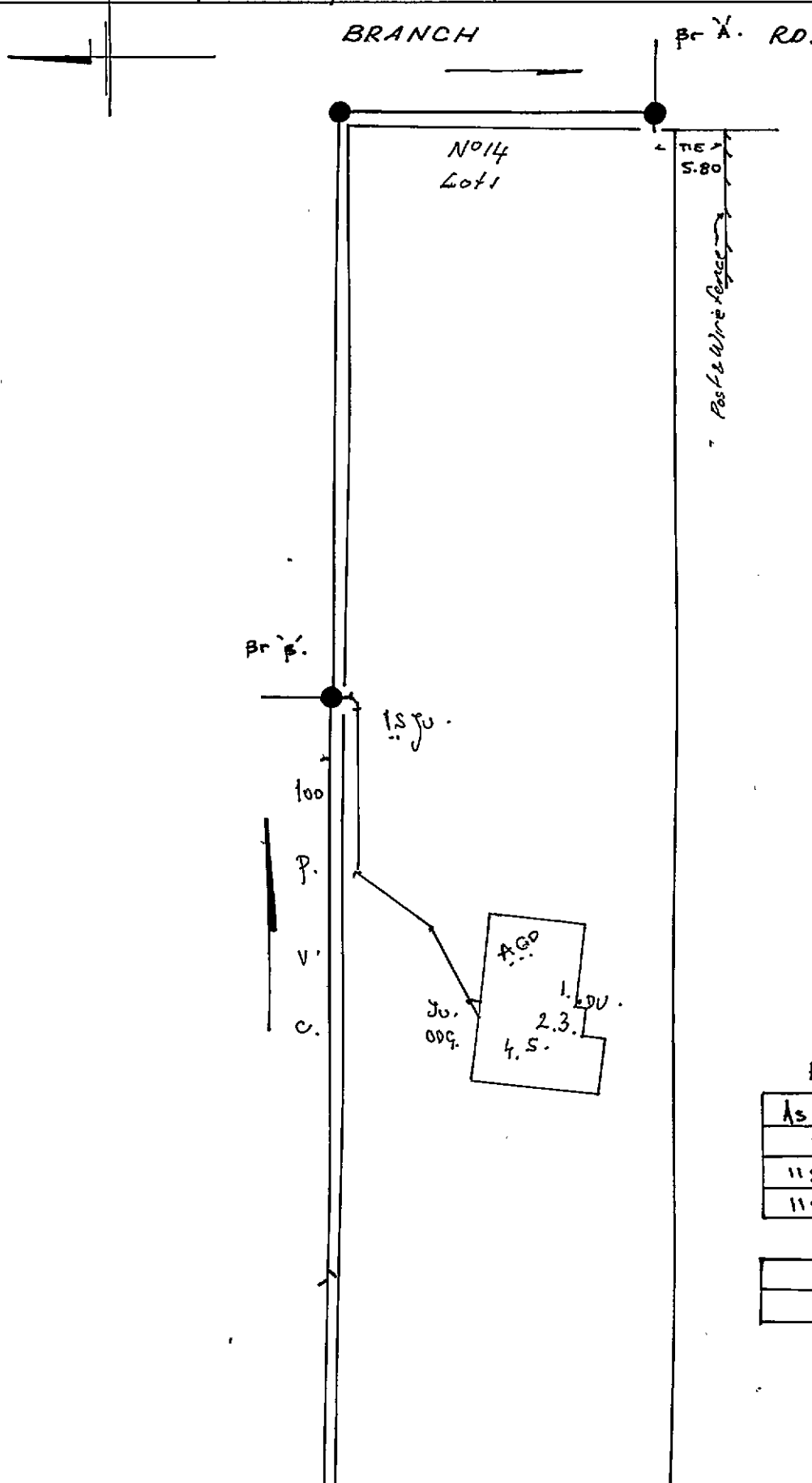


PLAN NUMBER

755216-0

WARNING: This property sewerage plan (PSP) is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The corporation accepts no liability for any loss, damage or injury suffered by any person as a result of any inaccuracy in this plan. Copyright subsisting in any amendment made to this plan shall automatically vest in Yarra Valley Water.

Scale: 1:100 Litho No.: 1299/10/1051, 1052 Retic. Area No.: 1100 Designed: AK Examined:



FIXTURES:

1. Closet
- Urinal
2. Bath
- Shower
3. Basin
4. Sink
- Dishwashing Machine
- Waste Disposal Unit
5. Trough
- Clothes Washing Machine
- Swimming Pool

ENCUMB. RECORD	1	2	3	4	ISSUED	5. JUN - 1990
5						
6						
7						
8						
FINALISED						

POINT LOCATION DATA

As shown	TIE	46.50 W of E
1.60	E.P.	1.40
115.37	N.S.L	118.27
114.20	I.L	116.14

Ch'ge from D/S manhole to:-

1/-	E.P.	1/-
	U/S M.H.	

B.T. OMITTED

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 12th May 2025

1. OWNERS CORPORATION DETAILS

Plan Number: 910732

Address of Plan: 18 Maple Street Bayswater 3153

Lot Number this statement relates to: 1

2. CERTIFICATE DETAILS

Vendor: Mr S Mehta & Ms P Salwan

Person requesting Certificate: Victorian Statewide Conveyancing, care of Landchecker via Landata

Reference: (Ref: 76608686-014-2)

3. CURRENT ANNUAL LEVY FEES FOR LOT 1

Administrative Fund

The annual administrative levy fees for Lot 1 are **1,880.00 per annum** commencing on 1 January 2025.

Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/25 to 31/03/25	470.00	01/01/25	Paid
01/04/25 to 30/06/25	470.00	01/04/25	Paid
01/07/25 to 30/09/25	470.00	01/07/25	To be Issued
01/10/25 to 31/12/25	470.00	01/10/25	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 1.

4. CURRENT LEVY POSITION FOR LOT 1

Fund	Balance	Paid To
Administrative	0.00	30 June 2025
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 1.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 1 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 12 May 2025:

Account / Fund	Amount
Administrative Fund	2,248.27
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 12 MAY 2025	\$2,248.27

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0006120214
Expiry Date	17-January-2026
Insurance Company	CHU Insurance
Broker	
Premium	3227.14

Cover Type

Damage (i.e. Building) Policy	\$1,480,000
Legal Liability	\$20,000,000
Loss Of Rent/Temporary Accommodation	\$222,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Charlane Pty Ltd t/as Hive Strata
ABN / ACN: 98 569 005 069
Address of Manager: PO Box 1703 PRESTON SOUTH VIC 3072
Telephone: 03 9908 2011
E-mail Address: info@hivestrata.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

- ***See minutes of recent General Meeting attached.***
-

SIGNING

Signed by the registered Manager in accordance with the Owners Corporations Act 2006.



Registered Manager

Full name: Charlotte Kuiper
Company: Hive Strata
Address: PO Box 1703 PRESTON SOUTH VIC 3072

12/05/2025

Date

Minutes of the Annual General Meeting

Owners Corporation for OC 910732H 18 Maple Street Plan No. 910732

Meeting Date	12 February 2025		
Meeting Location	Hive Strata, 5 / 555 Gilbert Road Preston Also via Zoom: Meeting ID: 910 0582 2701		
Time	04:00 PM	Opened: 04:05 PM	Closed: 04:18 PM
Lots Represented	Lot 3	Tokan Investment Fund Pty Ltd	Owner present
Chairperson	Matt Amon (Hive Strata)		
Additional Attendees			
Apologies			
Quorum	As a quorum was not present the meeting proceeded in accordance with s78 of the Owners Corporations Act 2006.		



Motion 1				
Previous Minutes		Ordinary Resolution Submitted by Strata Manager		
To resolve that the minutes of the previous inaugural meeting held on 17 January 2024, as circulated be adopted as a true record of that meeting.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 2				
Manager's Report		Ordinary Resolution Submitted by Strata Manager		
The Owners Corporation resolves to adopt the written report enclosed with the agenda notice.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 3				
Destruction of Common Seal		Ordinary Resolution Submitted by Strata Manager		
To resolve, by ordinary resolution, that the Owners Corporation determines that the common seal is no longer required and can be destroyed.				
In accordance with Owners Corporations Acts 2006; Section 18A Owners Corporation not required to have or use common seal				
(1) An owners corporation is not required to have or use a common seal.				
<i>Note - Section 10 provides for the execution of documents of an owners corporation by signature.</i>				
(2) Section 19 applies only to an owners corporation that has a common seal.				
(3) Sections 20, 21 and 22 apply only to an owners corporation that has a common seal and uses the common seal on a document.				
(4) An owners corporation that has a common seal under sections 19, 20, 21 and 22 may, by ordinary resolution, determine that the common seal is no longer required and can be destroyed.				
Motion CARRIED.				
VOTES		Yes : 1	No: 0	Abs: 0 Inv: 0



Motion 4

Insurance Summary & Renewal

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Owners Corporation adopts the recommendation of the most recent and current insurance valuation at renewal each year. The level of loss of rent/temporary accommodation, legal liability and any other applicable insurance coverage for the coming year be retained at the current level listed below or increased if required by any relevant legislative changes.

Current Insurance Valuation:

Most Recent Valuation Date	08 November 2024
Valuation Amount	\$1,580,000.00

Current Insurance Levels:

Insurance Company	CHU
Policy Number	HU0006120214
Renewal Date	17/01/2026
Current Building Sum Insured	\$1,580,000.00
Legal Liability	\$20,000,000.00
Loss of Rent/Temp Accommodation	\$237,000.00

Staff at Hive Strata are authorised representatives of CHU Underwriting Agencies, Flex Insurance, Body Corporate Brokers (BCB) and Whitbread Insurance Brokers as per Chapter 7 of the Corporations Act. Hive Strata are also distributors for Strata Community Insurance. The Owners Corporation must provide clear instruction for the renewal of the insurance to ensure the continuity of cover to comply with the Owners Corporation's legal responsibilities

Hive Strata only use the resolutions of the Owners Corporation to place coverage in relation to the Owners Corporation insurance policy and will use the broker's recommendation, if applicable, for choice of insurer unless instructed otherwise by the Owners Corporation.

Copies of the CHU, Flex and Whitbread "Financial Services Guide" (FSG) are available from our office. These documents set out the services that an authorised representative can provide to Owners Corporation clients.

Motion CARRIED.

VOTES

Yes : 1

No: 0

Abs: 0

Inv: 0

Notes

For the next renewal the Manager is to source another quote for consideration.



Minutes of the Annual General Meeting

Owners Corporation for OC 910732H 18 Maple Street Plan No.

910732

12 Feb 2025

Motion 5

Financial Report

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Special Purpose Financial Report (SPFR), as prepared by Hive Strata and presented for the period ending 31/12/24 be adopted as a true record of transactions of the Owners Corporation.

Please note that if the Owners Corporation is classified as tier 1-4, then it must comply with the requirements in of Sections 34 & 35 of the Owners Corporations Act 2006.

A tier one (more than 100 occupiable lots) Owners Corporation must have the financial statements audited.

A tier two (51 to 100 occupiable lots) Owners Corporation must have the financial statements reviewed by an independent person, and may resolve to have the financial statements audited by an independent person.

Tier three or four (3 to 50 occupiable lots) Owners Corporations may resolve to have either an audit or a review by an independent person.

Motion CARRIED.

VOTES

Yes : 1

No: 0

Abs: 0

Inv: 0

Motion 6

Annual Budget and Owners Corporation Levies

Ordinary Resolution

Submitted by Strata Manager

To resolve that the total budget of \$5,640.00, as presented be accepted, then implemented on 01/04/2025. This sets unit owner's quarterly contributions at \$470.00.

Levy contributions are due on the first day of January, April, July & October, with a financial reporting period commencing on 1 January.

Motion CARRIED.

VOTES

Yes : 1

No: 0

Abs: 0

Inv: 0



Minutes of the Annual General Meeting

Owners Corporation for OC 910732H 18 Maple Street Plan No.

910732

12 Feb 2025

Motion 7

Arrears Policy / Debt Recovery

Ordinary Resolution

Submitted by Strata Manager

To resolve that Hive Strata is authorised to issue debt recovery letters and/or issue final fee notices on behalf of the Owners Corporation.

To further resolve that Hive Strata are also authorised to engage a solicitor on behalf of the Owners Corporation to issue a Letter of Demand, lodge an application for recovery of arrears at the VCAT should it be deemed necessary. A charge for these services shall be charged to the lot owner in arrears payable on their next scheduled fee notice.

Any overdue fees incur interest charged at the penalty interest rate and fees which are more than 90 days overdue incur a charge of \$55 for a final fee notice. Debts requiring more serious action may be referred to the Owners Corporations solicitor for collection under part 11 of the Owners Corporations Act 2006 at a cost to the unit owner in arrears.

Motion CARRIED.

VOTES

Yes : 1

No: 0

Abs: 0

Inv: 0

Motion 7 Alternatives

Alternatives for Arrears Policy / Debt Recovery

Motion Alternatives

Submitted by Strata Manager

(Option A)

Manager's Discretion to choose between VCAT or Magistrates Court

To resolve that at the discretion of the manager a choice can be made between the forum of VCAT and the Magistrates Court of Victoria for both fee recovery and the recovery of other sums owing to the Owners Corporation provided that the particular lot owner has owed for at least 90 days and that irrespective of the length of time the fees or other sums have been owing, the quantum of the fees or other sums owing exceeds a particular amount.

Explanatory notes:

Subject to the Owners Corporations Act 2006, Section 18;

Power to commence legal proceeding

1. Subject to subsection (2), an owners corporation must not commence any legal proceeding unless it is authorised by special resolution to do so.
2. If a matter is within the civil jurisdictional limit of the Magistrates' Court and an owners corporation is authorised to do so by ordinary resolution, the owners corporation may commence any legal proceeding in—

(a) the Magistrates' Court; or

(b) VCAT or any other tribunal; or

(c) a court of another State or a Territory that corresponds to the Magistrates' Court

(Option B)

I am opposed to granting the Manager discretion to choose between VCAT or Magistrates Court for arrears matters (as detailed in option A).

'OPTION A' has been selected with the highest votes.

VOTES

A : 1

B: 0

Inv: 0



Minutes of the Annual General Meeting

Owners Corporation for OC 910732H 18 Maple Street Plan No.

910732

12 Feb 2025

Maintenance of Common Property

Gardening Duties

Owners are reminded that they are responsible for the maintenance of the garden outside of their respective units.

Building Maintenance

Unit owners are reminded that in accordance with the plan of subdivision, the structure; including the roof area of the building, is defined as private property, therefore, owners are responsible for any building maintenance required.

Other General Business

2026 AGM

As no owners were present at the Hive Strata office, the 2026 General Meeting shall be held exclusively via Zoom unless owners contact Hive Strata and request a face-to-face meeting also be held in addition to the Zoom meeting.

Schedule 2—Model rules for an owners corporation

Regulation 11

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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

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.

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (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**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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.

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

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.

PROPERTY REPORT

8/14 Branch Road, Bayswater North Vic 3153

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 8 PS610025

LOCAL GOVERNMENT (COUNCIL)

Maroondah

LEGAL DESCRIPTION

8\PS610025

COUNCIL PROPERTY NUMBER

245920

LAND SIZE

233m² Approx

ORIENTATION

Unavailable

FRONTAGE

Unavailable

ZONES

NRZ - Neighbourhood Residential Zone - Schedule 3

OVERLAYS

SLO - Significant Landscape Overlay - Schedule 3

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Croydon District

Schools

CLOSEST PRIVATE SCHOOLS

Tintern Grammar (1630 m)
Sacred Heart School (2541 m)
Our Lady of Lourdes School (3234 m)

CLOSEST PRIMARY SCHOOLS

Tinternvale Primary School (798 m)

CLOSEST SECONDARY SCHOOLS

Bayswater Secondary College (2296 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 144 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 111 Homes

Council Information - Maroondah

PHONE

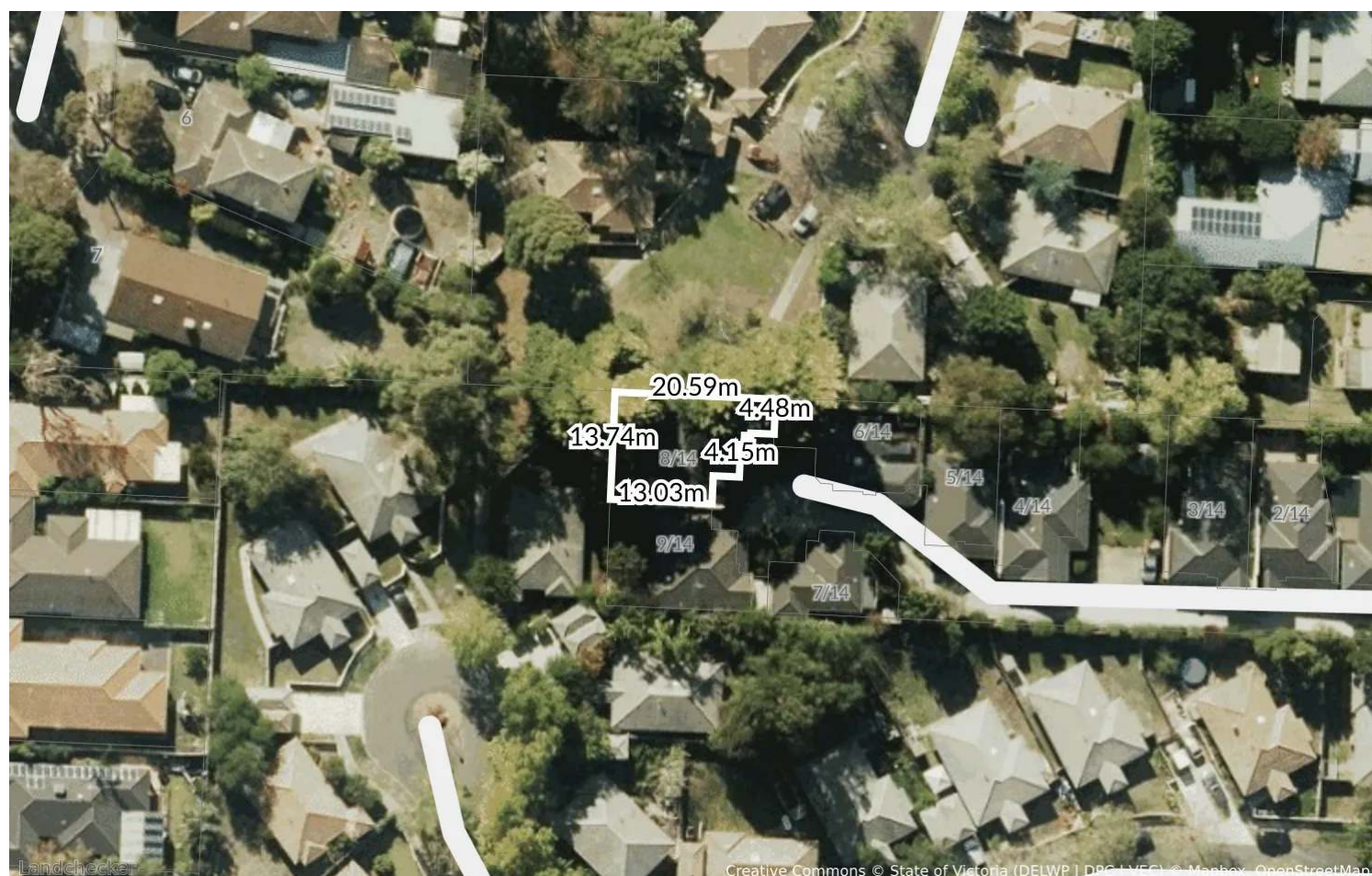
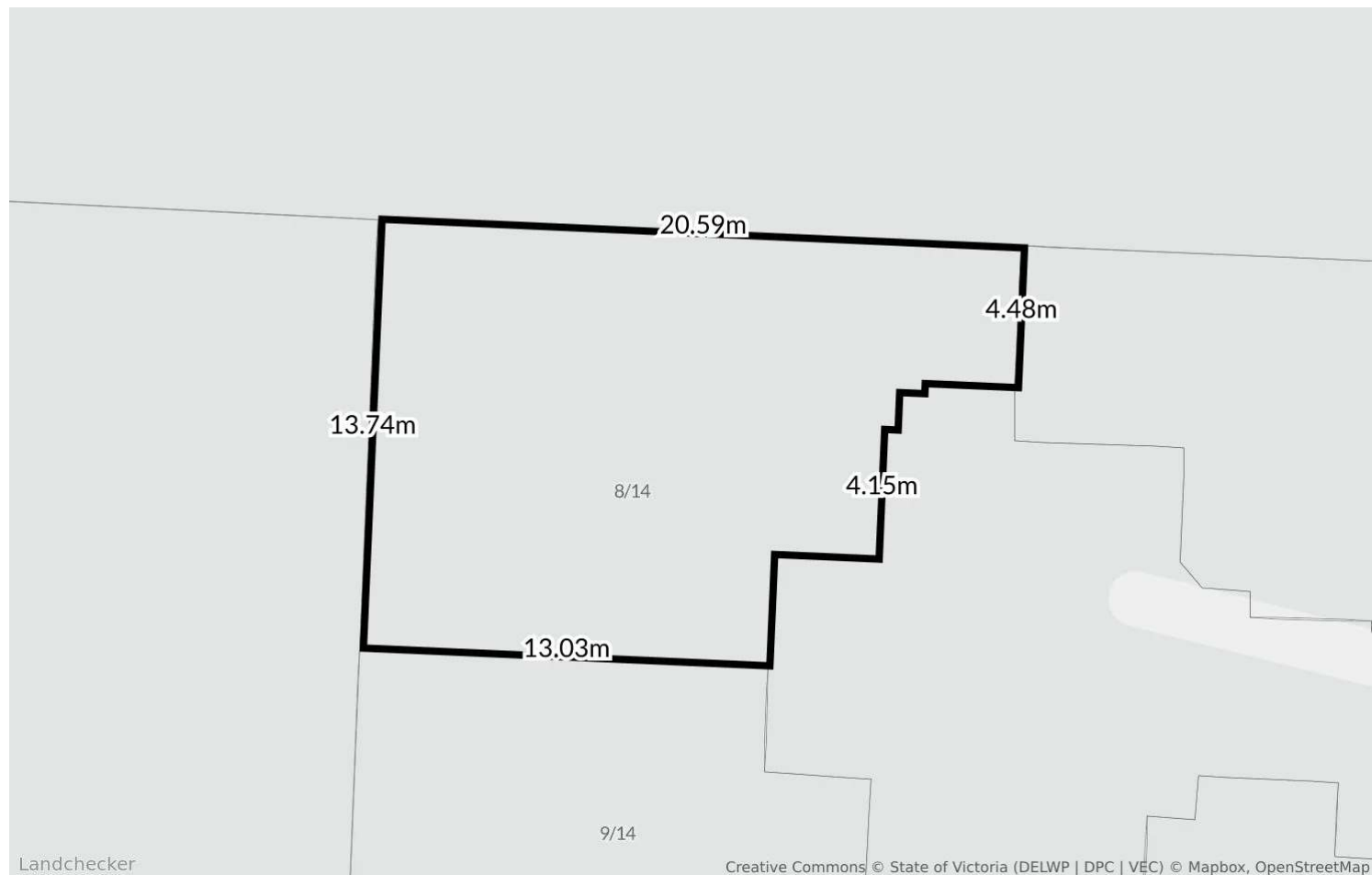
03 9298 4598 (Maroondah)

EMAIL

maroondah@maroondah.vic.gov.au

WEBSITE

<http://www.maroondah.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

8/14 Branch Road, Bayswater North Vic 3153

Status	Code	Date	Description
APPROVED	VC281	13/04/2025	Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murrn) Act 2017.
APPROVED	C16Omaro	10/04/2025	The amendment extends interim Heritage Overlay (HO175) applying to 61 Wicklow Avenue, Croydon until 13 October 2025, while permanent heritage controls are sought through Amendment C148maro.
APPROVED	GC252	10/04/2025	Facilitates the development of around 60,000 new homes within 10 activity centres and their catchments by 2051, consistent with the Planning Policy Framework (PPF) and the housing delivery objectives sought by Victoria's Housing Statement, Plan Melbourne 2017-2050 and the recently released Plan for Victoria.
APPROVED	VC280	06/04/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	C158maro	02/04/2025	Implements Section 56 of the Heritage Act 2017 to ensure that places in the Planning Scheme are consistently identified with places in the Victorian Heritage Register.
APPROVED	VC273	02/04/2025	Amendment VC273 makes changes to clause 52.20 to apply to housing development that are wholly or partly funded by the Victorian or Commonwealth governments.
APPROVED	VC237	02/04/2025	The Amendment changes the VPP and all planning schemes in Victoria by introducing a permit exemption for a remote sellers packaged liquor licence under Clause 52.27, replacing references to EPAs Recommended Separation Distances for Industrial Residual Air Emissions document with the new Separation Distance Guideline and Landfill Buffer Guideline, replacing existing references to superseded state and regional waste and resource recovery plans with the new Victorian Recycling Infrastructure Plan, correcting typographical errors, updating formatting and ensuring language and references are accurate and up to date.
APPROVED	VC269	02/04/2025	The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.
APPROVED	VC276	01/04/2025	Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules

Status	Code	Date	Description
			and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.
APPROVED	VC263	19/03/2025	The Amendment makes changes to state policy relating to special water supply catchments and water quality, as well as improving references to the Catchment and Land Protection Act 1994 and updating references to policy documents
APPROVED	VC267	05/03/2025	Amendment VC267 implements new residential development planning assessment provisions to boost housing construction to meet the housing needs of Victorians.
APPROVED	VC266	02/03/2025	The amendment extends the timeframe for the temporary planning provisions that allow for the use and development of land for a Dependent persons unit (DPU) by one year to 28 March 2026. The amendment also updates the permit requirements for DPU proposals affected by particular overlays.
APPROVED	VC274	27/02/2025	Amendment VC274 introduces the Precinct Zone (PRZ) at Clause 37.10 to support housing and economic growth in priority precincts across Victoria in line with Victorias Housing Statement, The Decade Ahead 2024-2034 and the Victorian Governments vision for priority precincts, including Suburban Rail Loop precincts.
APPROVED	VC257	24/02/2025	Amendment VC257 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to introduce Clause 32.10 Housing Choice and Transport Zone (HCTZ) and Clause 43.06 Built Form Overlay (BFO) to support housing growth in and around activity centres and other well-serviced locations in line with Victorias Housing Statement, The Decade Ahead 2024-2034

PROPOSED PLANNING SCHEME AMENDMENTS

8/14 Branch Road, Bayswater North Vic 3153

Status	Code	Date	Description
PROPOSED	C148maro	09/04/2024	The amendment implements the recommendations of the City of Maroondah Heritage Study Review Volume 2: Citations for Individual Heritage Places and Heritage Precincts by applying the Heritage Overlay on a permanent basis to 27 individual places and one precinct, deletes one individual place, introduces Heritage Design Guidelines for one individual place and makes other consequential changes to the Maroondah Planning Scheme.



NRZ3 - Neighbourhood Residential Zone - Schedule 3

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

To recognise areas of predominantly single and double storey residential development.

To manage and ensure that development is responsive to the identified neighbourhood character, heritage, environmental or landscape characteristics.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.09 Neighbourhood Residential Zone

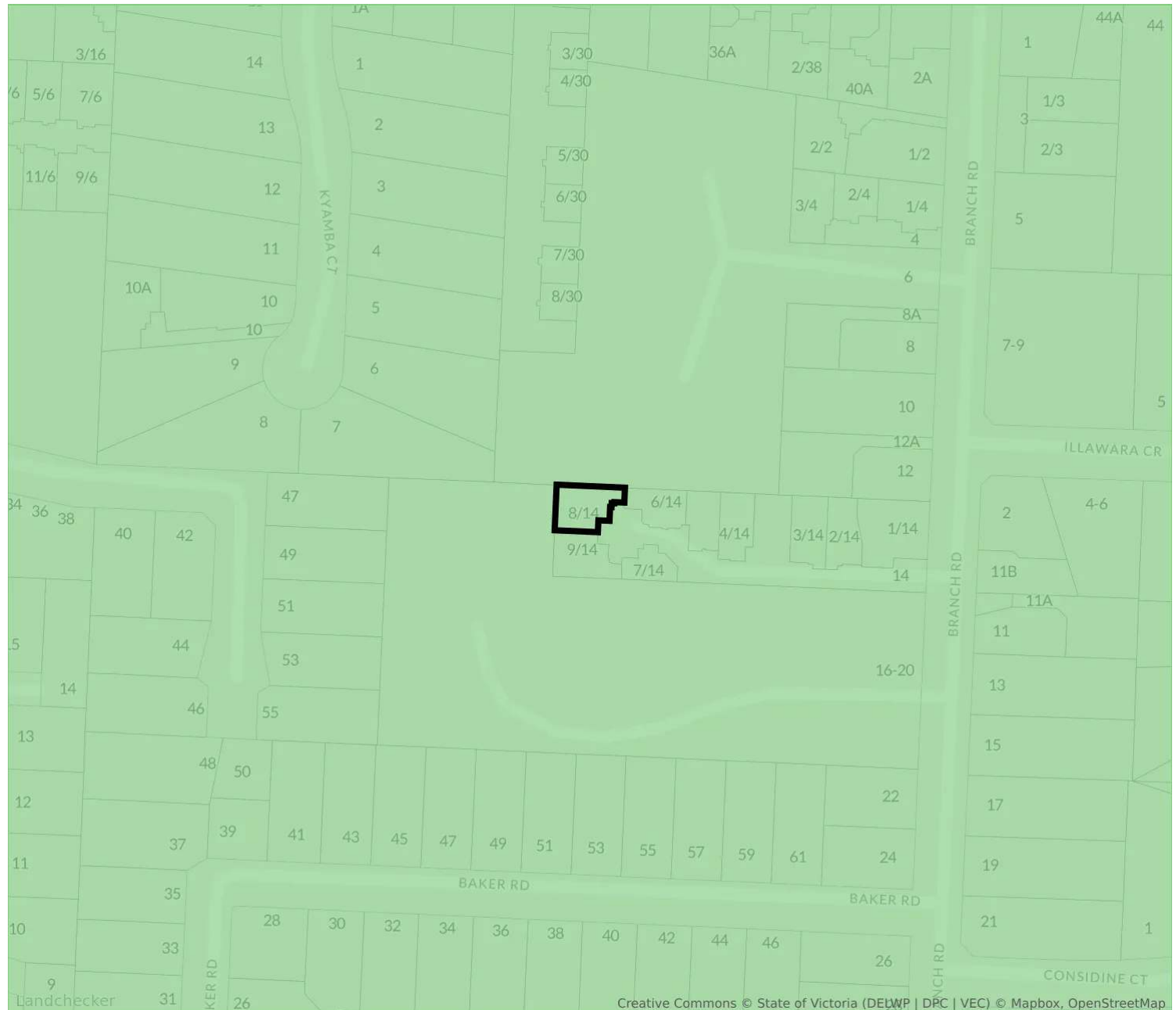
None specified.

LPP 32.09 Schedule 3 To Clause 32.09 Neighbourhood Residential Zone

For confirmation and detailed advice about this planning zone, please contact MAROONDAH council on 03 9298 4598.

Other nearby planning zones

PPRZ - Public Park And Recreation Zone



SLO3 - Significant Landscape Overlay - Schedule 3

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

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

VPP 42.03 Significant Landscape Overlay

Canopy trees are the main element of the urban character of Maroondah. Canopy trees in particular soften the impact of buildings in the environment and provide a distinct leafy character to Maroondah. The continuous nature of the canopy vegetation throughout the ridgelines of Maroondah provides a strong character element and is much valued by the community. The canopy vegetation is a defining element of the ridgelines of Maroondah. Contiguous canopy vegetation contributes to the maintenance of biodiversity through the provision of wildlife movement corridors, habitat and shelter areas. Background documents Assessment of the Tree Canopy Cover in the City of Maroondah (J. J. O'Neil, 1995) Maroondah City Council Habitat Corridors Strategy (Context Pty Ltd, April 2005)

LPP 42.03 Schedule 3 To Clause 42.03 Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact MAROONDAH council on 03 9298 4598.

NEARBY OVERLAYS

8/14 Branch Road, Bayswater North Vic 3153



There are no overlays in the vicinity



Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact MAROONDAH council on 03 9298 4598.

BUSHFIRE PRONE AREA

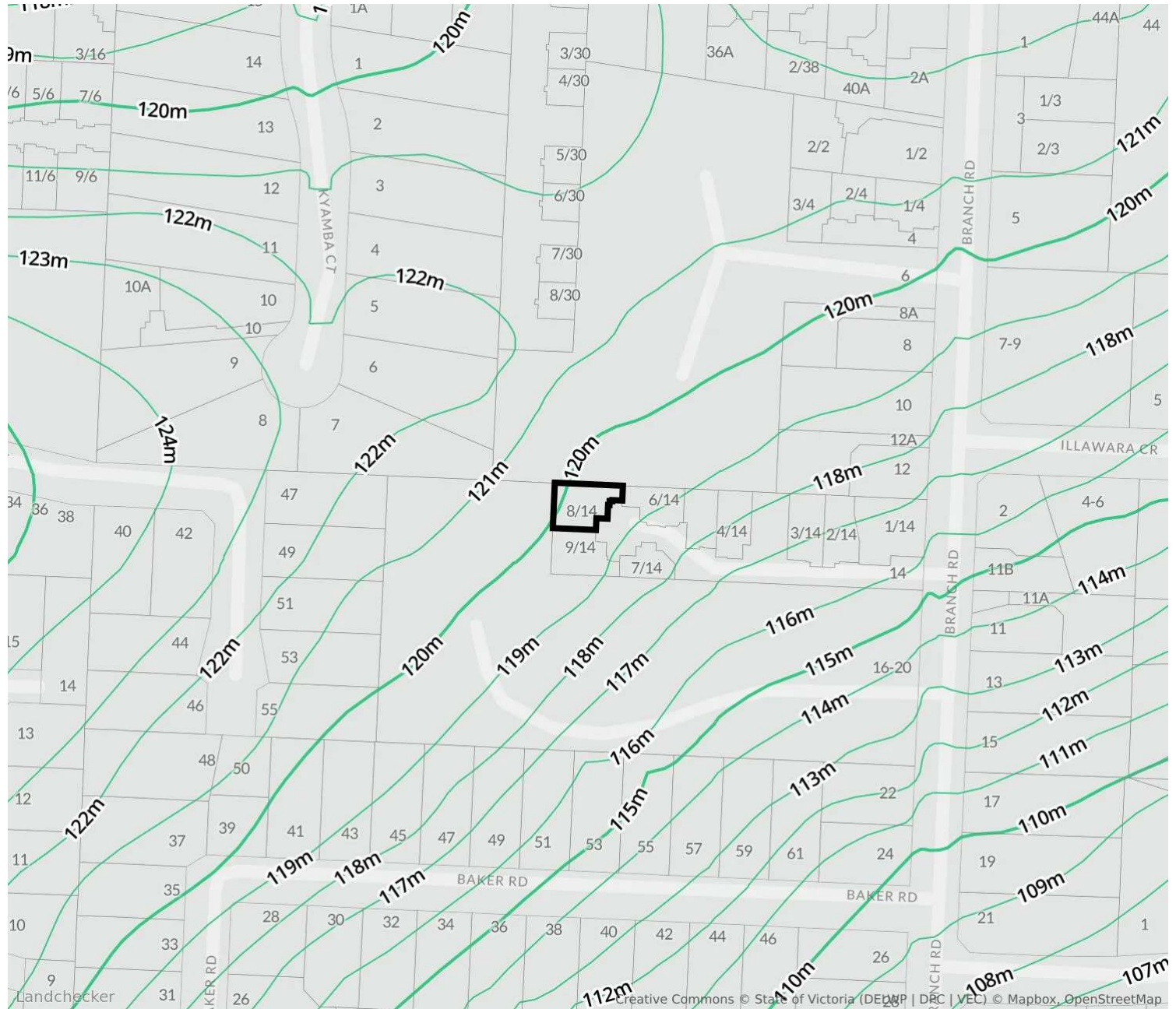
8/14 Branch Road, Bayswater North Vic 3153



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact MAROONDAH council on 03 9298 4598.



1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact MAROONDAH council on 03 9298 4598.



Easements

The easement displayed is indicative only and may represent a subset of the total easements.

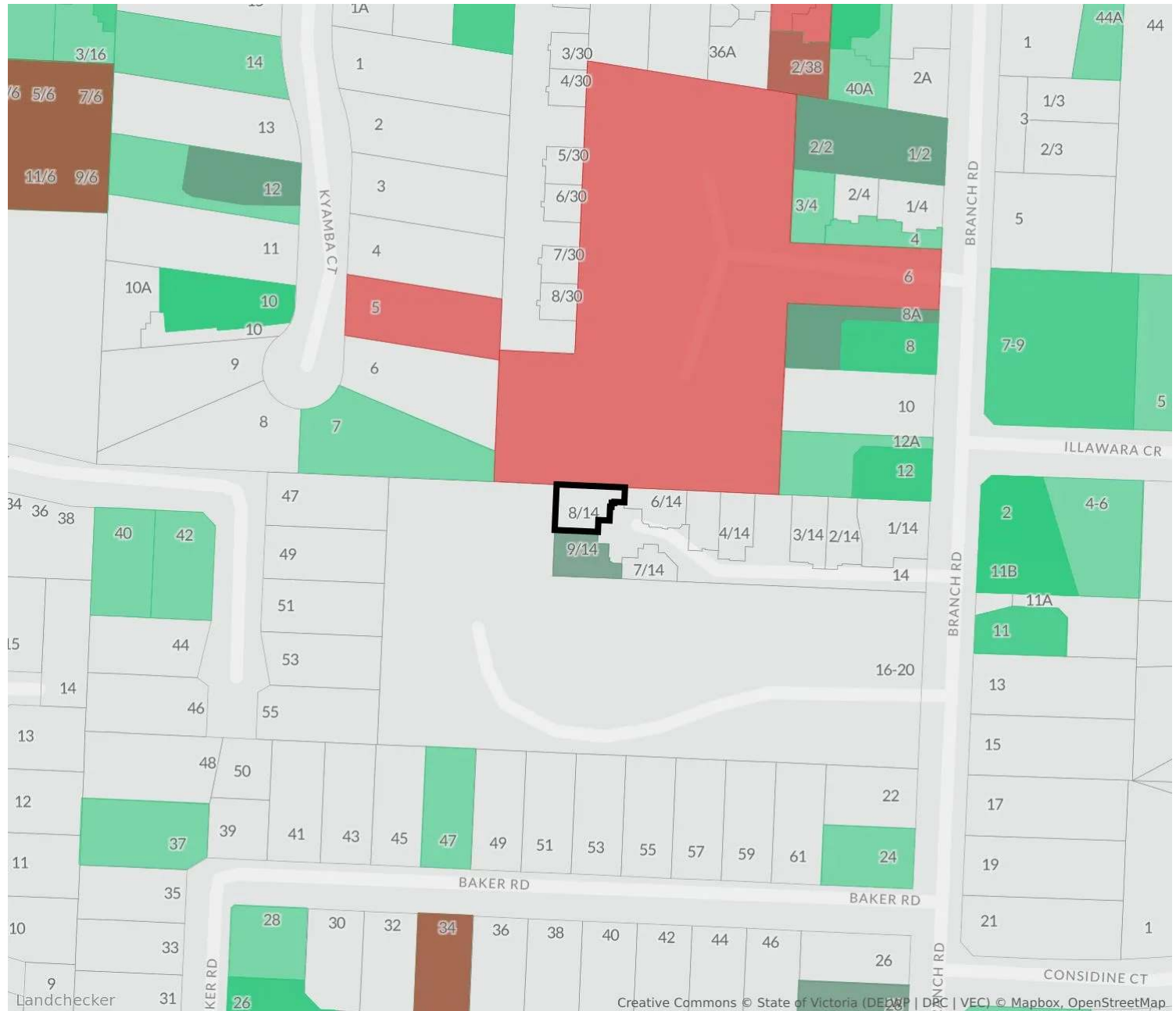
For confirmation and detailed advice about the easement on or nearby this property, please contact MAROONDAH council on 03 9298 4598.



No planning permit data available for this property.

NEARBY PLANNING PERMITS

8/14 Branch Road, Bayswater North Vic 3153



Status	Code	Date	Address	Description
APPROVED	M/2016/876/E		<u>11B Branch Road, Bayswater North</u>	Written consent under section 173 agreement ar591527m to reduce the length of dwelling 2 garage wall on boundary.
APPROVED	M/2023/899		<u>191-193 Bayswater Road, Bayswater North</u>	Subdivision of the land into 39 lots in two stages (following an approved development).
APPROVED	M/2016/876/D		<u>11B Branch Road, Bayswater North</u>	Written consent under section 173 agreement ar591527m to alter the design and layout of dwelling 2.
APPROVED	M/2019/503/D		<u>1 Adina Close, Bayswater North</u>	Secondary consent amendment to include a retaining wall along the rear boundary to Dwelling 2 and alterations to the front fence material
APPROVED	M/2023/81		<u>191-193 Bayswater Road, Bayswater North</u>	Construction of 39 dwellings, vegetation removal and alteration of access to a road in a transport 2 zone.
APPROVED	M/2023/10		<u>4-6 Illawara Crescent, Bayswater North</u>	Remove 3 trees

Status	Code	Date	Address	Description
APPROVED	M/2019/503/C		<u>1 Adina Close, Bayswater North</u>	Amendment to endorsed plans to increase wall height of garage to Dwelling 1
APPROVED	M/2019/503/B		<u>1 Adina Close, Bayswater North</u>	Amendment to the endorsed plans to alter materials, finishes and windows
APPROVED	M/2021/892		<u>19 Illawara Crescent, Bayswater North</u>	Alteration to the existing dwelling and construction of one additional dwelling and removal of vegetation
OTHER	M/2017/1029/B		<u>8A Branch Road, Bayswater North</u>	Construction of a single storey dwelling in lieu of a double storey dwelling
APPROVED	M/2021/531		<u>1 Adina Close, Bayswater North</u>	Subdivision of the land into 2 lots (following approved development)
APPROVED	M/2019/503/A		<u>1 Adina Close, Bayswater North</u>	Changes to two windows
APPROVED	M/2017/350/A		<u>13 Illawara Crescent, Bayswater North</u>	Amend endorsed plans for construction of a verandah
APPROVED	M/2016/876/C		<u>11B Branch Road, Bayswater North</u> <u>2 Illawara Crescent, Bayswater North</u>	Amendment to endorsed plans to modify the design, siting and layout of Dwelling 2 in accordance with the submitted plans and documents
APPROVED	M/2006/145/B		<u>9/14 Branch Road, Bayswater North</u>	Construction of a verandah
APPROVED	M/2020/839		<u>20 Illawara Crescent, Bayswater North</u> <u>20 Illawara Crescent, Bayswater North</u>	Subdivision of the land into 2 lots (following approved development)
APPROVED	M/2013/126/E		<u>10/197 Bayswater Road, Bayswater North</u>	Alteration to endorsed plans to show a deck to Unit 10
APPROVED	M/2003/246/A		<u>25 Home Street, Bayswater North</u>	Amendment to endorsed plans to construct a patio roof and written consent under Covenant PS442469D to construct a deck and patio roof outside the building envelope
APPROVED	M/2020/372		<u>47 Baker Road, Bayswater North</u>	Remove 1 tree
APPROVED	M/2020/359		<u>191-193 Bayswater Road, Bayswater North</u>	Use and development of a child care centre, alteration to access to land adjacent to a Road Zone category 1 and associated vegetation removal
REJECTED	M/2020/357		<u>191-193 Bayswater Road, Bayswater North</u>	Construction of thirty-seven (37) dwellings and associated vegetation removal
APPROVED	M/2020/354		<u>46 Central Avenue, Bayswater North</u>	Construction of three dwellings on a lot, associated subdivision of the land into three lots and vegetation removal
APPROVED	M/2020/133		<u>2/52 Central Avenue, Bayswater North</u>	Construction of 2 new two storey dwellings in addition to the existing dwelling and removal of vegetation.
OTHER	M/2006/145/A		<u>9/14 Branch Road, Bayswater North</u>	Amendment to the endorsed plans to construct a verandah within the rear private open space of the dwelling 9
APPROVED	M/2011/693/B		<u>12 Home Street, Bayswater North</u>	Construction of an extension (front portico and rear verandah) of an existing dwelling
APPROVED	M/2017/1029/A		<u>8 Branch Road, Bayswater North</u>	Carport to be constructed 520mm higher and 450mm shorter and additional trees removed along the northern boundary
APPROVED	M/2016/876/B		<u>2 Illawara Crescent, Bayswater North</u>	Amend carport set back to Branch Road from 2 metres to 1.8 metres and alter from 6 post timber to 4 post free standing brick pillar carport.
APPROVED	M/2019/503		<u>1 Adina Close, Bayswater North</u>	Construction of a double storey dwelling in addition to the existing dwelling and associated vegetation removal
APPROVED	M/2019/478		<u>20 Illawara Crescent, Bayswater North</u>	Construction of a single storey dwelling at the rear of an existing dwelling and associated vegetation removal
APPROVED	S/2018/234		<u>13 Illawara Crescent, Bayswater North</u>	Subdivision of the land into 2 lots
APPROVED	M/2018/1374		<u>13 Illawara Crescent, Bayswater North</u>	Subdivision of the land into 2 lots

Status	Code	Date	Address	Description
APPROVED	M/2016/876/A		2 Illawara Crescent, Bayswater North	Amend plans to remove garage.
APPROVED	M/2018/1280		7 Kyamba Court, Bayswater North	Remove 4 trees
APPROVED	M/2018/1097		8 Branch Road, Bayswater North	Subdivision of the land into 2 lots
APPROVED	M/2018/851		5 Illawara Crescent, Bayswater North	Remove 1 tree
REJECTED	M/2018/831		8/6 Branch Road, Bayswater North	Remove 3 trees
APPROVED	M/2003/79/A		42 Home Street, Bayswater North	Construction of a verandah over existing deck
APPROVED	S/2018/140		2 Illawara Crescent, Bayswater North	Subdivision of the land into 2 lots
APPROVED	M/2018/718		2 Illawara Crescent, Bayswater North 2 Illawara Crescent, Bayswater North	Subdivision of the land into 2 lots
APPROVED	S/2018/112		12 Branch Road, Bayswater North	Subdivision of the land into 2 lots
APPROVED	S/2018/90		10 Kyamba Court, Bayswater North	Subdivision of the land into 2 lots
APPROVED	M/2018/479		10 Kyamba Court, Bayswater North	Subdivision of the land into 2 lots
APPROVED	M/2017/222/A		10 Kyamba Court, Bayswater North	Alterations to the endorsed plans
APPROVED	S/2018/24		11 Branch Road, Bayswater North	Subdivision of the land into 2 lots
APPROVED	M/2017/1108		17 Illawara Crescent, Bayswater North	Remove 1 tree
APPROVED	M/2017/1029		8 Branch Road, Bayswater North	Construction of a second dwelling, modifications to the existing dwelling and associated vegetation removal
APPROVED	M/2017/640		7-9 Branch Road, Bayswater North	Remove 1 tree
APPROVED	M/2017/493		11 Branch Road, Bayswater North	Construct a double storey dwelling in addition to the existing dwelling, subdivision of the land into 2 lots and vegetation removal
APPROVED	M/2017/350		13 Illawara Crescent, Bayswater North 13 Illawara Crescent, Bayswater North	Construction of one single storey dwelling to the rear of the existing dwelling and tree removal
APPROVED	M/2017/349		12 Branch Road, Bayswater North 12 Branch Road, Bayswater North	Construction of a single storey dwelling at the rear of the existing dwelling and a carport for existing dwelling and subdivision of the land into two (2) lots

For confirmation and detailed advice about this planning permits, please contact MAROONDAH council on 03 9298 4598.

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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