

DATED

2023

YI JIANG

to

CONTRACT OF SALE OF REAL ESTATE

PROPERTY: 7/5 JAMES STREET BOX HILL VIC 3028

Red J CONVEYANCING
Licensed Conveyancers
Suite 2.17/203-205 Blackburn road
Mount Waverley VIC 3149
Ref.: V230022

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

PROPERTY ADDRESS 7/5 JAMES STREET BOX HILL VIC 3028

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

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: This is a legally binding agreement. You should read this contract before signing it.

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorized 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.

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

SIGNED BY THE PURCHASER:

.....

on...../...../2023

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

.....

State nature of authority, if applicable:

.....

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

SIGNED BY THE VENDOR:

.....

on...../...../2023

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

YI JIANG

State nature of authority, if applicable:

.....

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

IMPORTANT NOTICE TO PURCHASERS

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:

Address:

Email:

Tel:

Mob:

Fax:

Vendor

YI JIANG

Address:

Vendor Legal Practitioner or Conveyancer

Name: **RED J CONVEYANCING SERVICE**

Address: Suite 2.17/203-205 Blackburn road Mt Waverley 3149

Email: admin@redjconveyancing.com.au

Tel: 0430364849

Fax:

Ref: V230022

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: Ref:

Vacant Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12274	Folio	433	7	PS 005896
	12274		434	16	

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **7/5 JAMES STREET BOX HILL VIC 3028**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

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

Payment (general condition 11)

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Supplier Notification - GST Withholding

The vendor reserves its rights to vary the notice at or prior to settlement

To: Purchaser / buyer

Property: **7/5 JAMES STREET BOX HILL VIC 3028**

Supplier details

Name of supplier: **YI JIANG**

ABN: Not applicable

Address:

Withholding payment details

Purchaser / buyer is **NOT** requested to make a GST withholding payment under Section 14-250 of Schedule 1 of the taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

Special Conditions

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

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

Special condition 1 – Auction

1.1 If the property is sold by way of auction then:

- (a) The rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land Regulations 2005* or any rules prescribed by regulation which modify or replace those rules.
- (b) The Property is offered for sale by public auction, subject to the vendor's reserve price
- (c) The bidding must be at a lump sum for the property sold. Subject to this contract and to the vendor reserve price the person making the highest bid which is accepted by the auctioneer by the fall of the hammer is the purchaser. If any dispute arises over any bid the auctioneer may decide:
 - (i) who was the last bidder; or
 - (ii) to submit the property at some former bidding.
- (d) No person may retract a bid or advance a lesser sum than the amount named by the auctioneer and the vendor may refuse any bid or withdraw the property from sale.

1.2 Payment of deposit

The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance pay the deposit to the vendor's agent and sign this contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed this contract the vendor may at any time sell the property to any other person either by auction, private treaty or any other means the purchaser will have no rights against the vendor, the vendor's agent or the auctioneer.

Special condition 2 – Entire agreement

2.1 Acknowledgment

The purchaser acknowledges that:

- (a) this contract of sale is the sole repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the land which have been relied upon by the purchaser in entering into this contract of sale except those included in this contract of sale;
- (c) the purchaser has not relied on any information in any brochure, investment report, information, memorandum, sales material or advertisement about the Land relating to:
 - (i) its area or measurements;
 - (ii) any description of any improvements, chattels, fixtures or fittings on the land,
- (d) the purchaser has relied on its own inspection and inquiries in purchasing the land, fixtures, fittings and goods sold with the land;
- (e) the purchaser has purchased the property in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- (f) the purchaser agrees to the vendor not removing any items situated on the garden or land nor is the vendor required to attend to any gardening works of whatsoever nature on the property prior to settlement.

2.2 No warranties

The vendor and the agents of the vendor have not made any representation or given any warranty:

- (a) about the condition or quality of the Installations, the property or the services connected or available to it;
- (b) that the property is suitable for any purpose which the purchaser may have indicated as its intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority;
- (d) that any other land is available for acquisition (unless otherwise indicated in this contract of sale);
- (e) about the merchantability, quality or fitness for any purpose of the property;
- (f) that the property is free from defects, infestations, contamination or dilapidation;
- (g) that the property will be free from defects, infestations, contamination or dilapidation;
- (h) whether development of any description may be carried out on the property; or
- (i) whether the improvements have been built or placed on the land in accordance with each approval required by law or currently comply with any law affecting such improvement.

2.3 No compensation

The purchaser must not seek compensation due to any building on the land not complying with the *Building Act 1993*, the *Building Regulations 2006*, the *Building Code of Australia* or any other statutes, regulations, rules or local laws or because of their state of repair and condition.

Special condition 3 – Waiver

- 3.1 An express or implied waiver of a breach of any obligation, provision or condition of this contract of sale does not operate as a waiver of any other breach of the same or any obligation, provision or condition of this contract of sale.

Special condition 4 – Stamp duty - purchasers buying unequal interests

4.1 More than one purchaser

If there is more than one purchaser, it is the purchasers' responsibility to sure that the contract of sale correctly records at the date of sale the proportions in which they are buying the property ('the proportions')

4.2 purchaser responsibility

If the proportions recorded in the Transfer differ from those recorded in the contract of sale, it is the purchaser responsibility to pay any additional duty which may be assessed as a result of the variation.

4.3 Indemnity

The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the contract of sale.

Special condition 5 – FIRB

- 5.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract of sale or if there is a requirement to obtain consent, the purchaser has already received consent and been approved to purchase the property.
- 5.2 If there is a breach of the warrant contained in this clause the purchaser must compensate indemnity and keep indemnified the vendor for any loss, damage or cost the vendor incurs as a result of the breach.

Special condition 6 – Default

- 6.1 If the purchaser default in payment of the whole or part of the purchase money the purchaser must pay upon demand:

- (a) all reasonable expenses incurred by the vendor as a result of the breach;
- (b) the purchaser agrees that the reasonable costs of each and every default notice prepared and served on the purchaser or his representative is \$880.00 (inclusive of GST). The default sum shall be payable at settlement to the Vendor's conveyancer.
- (c) The Purchaser further agrees that reasonable fees for each and every re-scheduling of settlement date is \$220 (inclusive of GST), payable to the Vendor's conveyancer at settlement. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, power of remedies of the Vendor under this Contract or otherwise.

- 6.2 Without limiting any other rights of the vendor, if the purchaser fails to settle on the due date for settlement as set out in the particular of sale to this contract (Due date) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitors or conveyancers an amount of \$220 (inclusive GST) representing a contribution to the Vendor's additional legal cost and disbursements.

Special condition 7 – Nomination and resale

- 7.1 The Purchaser will be entitled exercise its right of nomination under General Condition 4 with the consent of the Vendor provided the Purchaser producing to the Vendor no later than 10 Business days prior to the due date of settlement:

- (a) A Nomination for;
- (b) A copy of the statutory declaration in relation to the nomination
- (c) Payment of Vendor's legal cost associated with nomination of \$330 (inclusive GST)
- (d) Personal Guarantee by all the directors if the nominee/s is a or includes a corporation; and
- (e) Evidence showing the nominee has obtained separate and specific FIRB approval to acquire the property if the nominee is a or includes a foreigner.
- (f) Purchaser does not allow to resell or advertise to resell the property unless receipt written consent from the vendor through vendor's conveyancer. If vendor consent to a resale, all terms and condition of the head contract must remain the same

Special condition 8 – Guarantee and indemnity

- 8.1 If the purchaser is a company or a trust the guarantor as shown on the contract signing page hereby guarantees to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

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

Executed as a deed (refer to contract signing page)

Special condition 9 – Lease

If this property is sold subject to any Residential Tenancy Agreement, then the following conditions apply to this contract.

- 9.1 The purchaser acknowledges having inspected the lease and is deemed to have notice and knowledge of its contents.
- 9.2 The Purchaser is not entitled to make any objection in relation to the lease.
- 9.3 Until the purchaser becomes entitled to receipt of rents and profits of the property, the Vendor or the Vendors' agent may, in the normal course of business
 - 9.3.1 take proceedings against the tenant to secure payment of any outstanding monies due by that tenant
 - 9.3.2 obtain vacant possession or take such actions as the Vendor deems appropriate;
 - 9.3.3 do whatever it believes is necessary for the proper management of the property and the Vendors' rights and obligations as owner of the freehold.
- 9.4 The purchaser indemnifies and agrees to keep indemnified and to hold harmless the Vendor against all actions, proceeding, claims, demands, costs and expenses in connection with the lease arising on or after settlement other than as a result of any default by the vendor prior to settlement
- 9.5 Notwithstanding Section 1412(1) of the Property Law Act 1958, the Vendor shall retain all rights as landlord in respect of the recover by the Vendor of all rent the outgoings which relate to any period prior to the settlement date.
 - 9.5.1 to the extent that the retention of those rights is ineffective for any reason, the Purchaser must, at the request, direction and expense of the Vendor, exercise its rights under Section 141(2) of the Property Law Act 1958 in respect of the recovery of those monies for the benefit of the Vendor.
 - 9.5.2 the purchaser covenants to immediately pay to the Vendor all monies paid to or recovered by the purchaser at any time.
 - 9.5.3 This Special Condition will not merge on completion of the sale and purchase, but will continue to have full force and effect.
 - 9.5.4 Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the lease will be in place and occupied by the tenant on the settlement date and the Purchaser acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.

Special condition 10 – Early Possession

- 10.1 In the event that the Vendor allows the Purchaser to take possession of the subject property prior to the settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative plus provide certificate of currency for public liability insurance from the day of occupancy and shall prior to taking possession pay the costs associated with the said preparation.
- 10.2 The Purchaser agrees to provide copies of all updated certificates obtained by them to complete any adjustments to the Vendor's Representative. The Vendor will not be obliged to provide cheque direction details until this condition has been complied with.

Special condition 11 – Stamp Duty: Purchasers buying unequal interests

- 11.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 11.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner and conveyancing representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 11.4 This Special Condition will not merge on completion

Special condition 12 – Adjustments

- 12.1 Further to General Conditions 23, Adjustments must be prepared on behalf of the Purchaser and provided to Red J conveyancing with updated Certificates not less than 4 business days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to Red J Conveyancing of \$220 for the delay in receiving the Statement of Adjustments.
- 12.2 If Land tax certificate not included in Section 32, purchaser must provide an updated land tax certificate enclosing in the statement of adjustment and Land tax amount under Single Ownership Calculated based on the Taxable Value is to be adjusted if no exemption applies.

Special condition 13–Swimming Pool/Spa

- 13.1 This Special Condition only applies if the property includes a swimming pool and /or spa that requires the swimming pool and/or spa to be registered with local council and a certificate of barrier compliance to be obtained.
- 13.2 If any swimming pool and/or spa has not been registered with local council and/or if a certificate of barrier compliance has not been obtained by the Vendor by the day of sale, it is agreed that the Purchaser shall pay the cost of registering and/or obtaining the barrier compliance certificate, including the cost of, but not limited to, any rectification works and shall indemnify and keep indemnified the Vendor against any claim for damage or loss. This special condition will not merge on settlement

Special condition 14 – Non-Merger

If any provision of this contract remains to be performed or is capable of having effect after the settlement date this contract shall in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of land.

Special condition 15 – Settlement booking

If purchaser requests for settlement date changes or fails to attend settlement, purchaser is liable to pay vendor's legal representative rescheduling settlement fee of \$220.00 beside the fee to issue a default or rescission notice (if applicable). If vendor is unable to settle as per the settlement date on the Contract of sale for any reasons but able to settle within 3 business days, no default fee or any fee is requested by the purchaser or purchaser's legal representative.

Special condition 16 – Changes in general conditions

General conditions 31.4; 31.5; 31.6; do not apply to this contract

Special condition 17 – Amendments to General Conditions

General Condition 21 and 22 are amended to delete "14 days" and replace with "7 days"

GC 33 (Default interest) is to be amended so "2%" is replaced with "4%"

Special condition 18 – Health Emergency

The parties agree that should the Australian or Victorian Government/s require either party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by immediately serving notice in writing of the period of quarantine or self-isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

- 18.1 For the benefit of both parties to this transaction, should either party:
- (a) contract the Covid-19 virus;
 - (b) be placed in quarantine or isolation in the property;
 - (c) be directed to quarantine or self-isolate in the property; or
 - (d) need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above – Then the parties agree that the following provisions shall apply:

18.1.1 The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.

18.1.2 The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.

18.1.3 Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.

18.1.4 If the Vendor is the party seeking the benefit of this clause, the Vendor shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion of settlement as stated in 18.1.3.

Special condition 19 – Variations to the Contract of Sale

If the purchaser requests for any variations to the contract of sale particulars such as extensions for finance and deposit or variation to the Due date for Settlement, the purchaser acknowledges that they will incur a fee of \$165.00 per each variation request.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We, of

and of

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.....	)	

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	7/5 JAMES STREET BOX HILL VIC 3028	
Vendor's name	YI JIANG	Date / /
Vendor's signature		
Vendor's name		Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

FINANCIAL MATTERS

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

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

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the vendor's knowledge.

4.2 Agricultural Chemicals

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

None to the vendor's knowledge.

4.3 Compulsory Acquisition

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

None to the vendor's knowledge.

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

Is attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X
---	-------------------------------------	---------------------------------------	-----------------------------------	----------------------

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

1. Due Diligence Checklist
2. Title search 12274/433
3. Title search 12274/434
4. The Copy of Plan PS 005896
5. Council rate
6. Water rate
7. Land Tax
7. Basic-Property-Report
8. Planning-Property-Report

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12274 FOLIO 433

Security no : 124108894674B
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LAND DESCRIPTION

Lot 7 on Registered Plan of Strata Subdivision 005896.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 09098 Folio 834
Created by instrument AT911149X 24/12/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
YI JIANG of 5 ROYCROFT CLOSE GLEN WAVERLEY VIC 3150
AV629174E 16/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP005896 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 7 5 JAMES STREET BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 23559M RED J CONVEYANCING SERVICE
Effective from 16/05/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP005896

DOCUMENT END

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

Page 1 of 1

VOLUME 12274 FOLIO 434

Security no : 124108903834V
Produced 06/09/2023 05:22 PM

LAND DESCRIPTION

Lot 16 on Registered Plan of Strata Subdivision 005896.
CAR PARK
PARENT TITLE Volume 09098 Folio 843
Created by instrument AT911149X 24/12/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
YI JIANG of 5 ROYCROFT CLOSE GLEN WAVERLEY VIC 3150
AV629174E 16/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP005896 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: JAMES STREET BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 23559M RED J CONVEYANCING SERVICE
Effective from 16/05/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP005896

DOCUMENT END

Imaged Document Cover Sheet

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Document Identification	RP005896
Number of Pages (excluding this cover sheet)	3
Document Assembled	06/09/2023 14:35

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PLAN OF STRATA SUBDIVISION		EDITION 1	RP005896
LOCATION OF LAND PARISH: NUNAWADING TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 30A (PT) TITLE REFERENCE: VOL.2970 FOL.866 LAST PLAN REFERENCE: LOT 5 AND LOT 6 (PT) ON LP2907 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 5 JAMES STREET, BOX HILL, 3128		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
		SURVEYOR'S CERTIFICATE Surveyor: K.G. FRANKS Certification Date: 11/03/1975 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF BOX HILL on 28/04/1975 REGISTERED DATE: 06/06/1975 PLAN UPDATED BY REGISTRAR IN AN661031Q 26/11/2018	

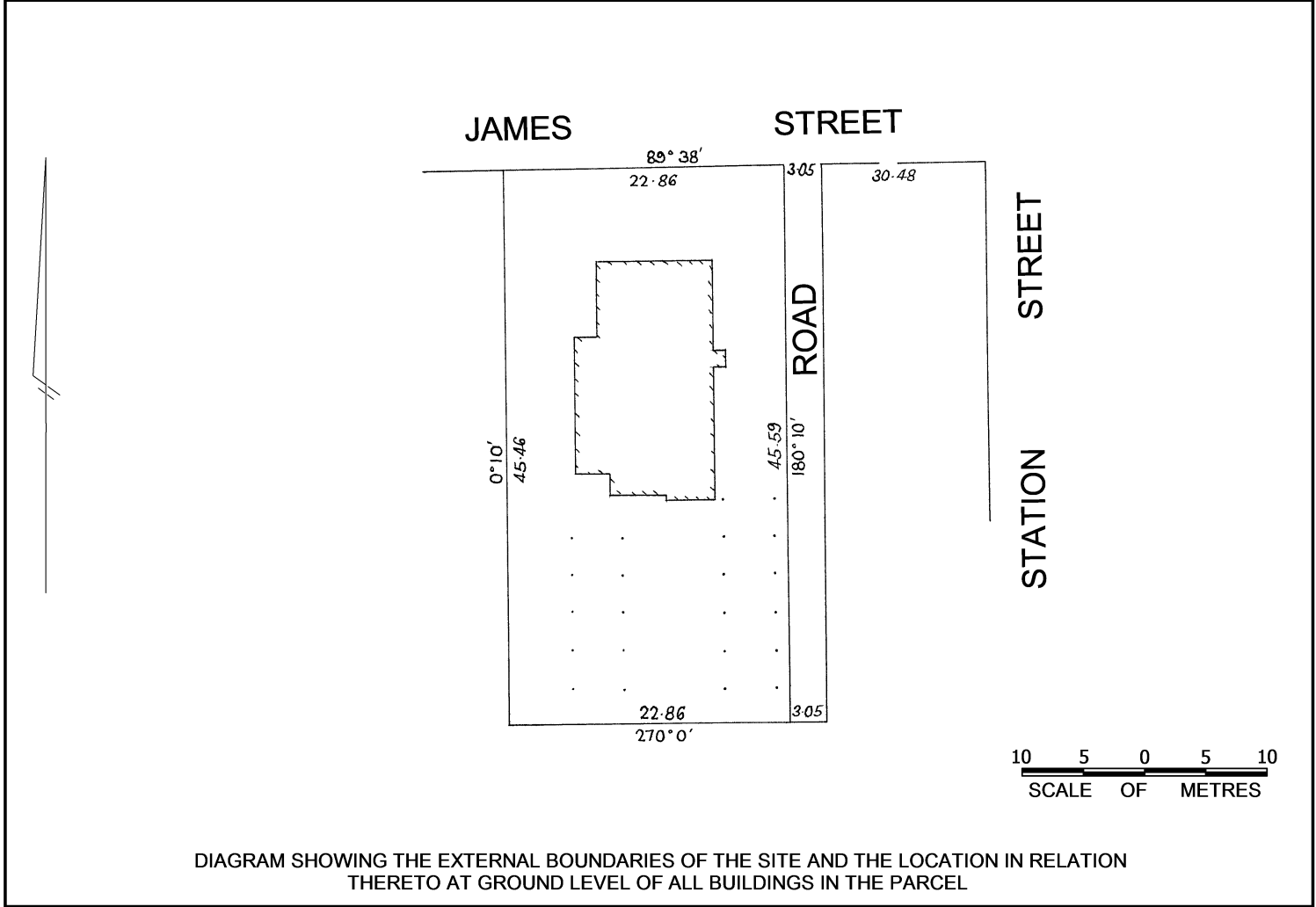


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
MEASUREMENTS ARE IN METRES					
SHEET 1 OF 3					

PLAN OF STRATA SUBDIVISION

RP005896

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 9 IS A THREE STOREY BUILDING.

THE LOWER BOUNDARY OF LOTS 1 TO 9 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 10 TO 18 ARE SINGLE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 10 TO 18 LIES WITHIN THE FLOOR OF THAT PART OF THE BUILDING OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 10 TO 18 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1

LOTS 1 TO 9

COLUMN 2

LOTS 10 TO 18

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 06/09/2023 02:35:35 PM

OWNERS CORPORATION
PLAN NO. RP005896

The land in RP005896 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 18.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 1 261 HIGH STREET ASHBURTON VIC 3147

AK932877W 27/02/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	48	48
Lot 2	48	48
Lot 3	40	40
Lot 4	48	48
Lot 5	48	48
Lot 6	40	40



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/09/2023 02:35:35 PM

OWNERS CORPORATION
PLAN NO. RP005896

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	48	48
Lot 8	48	48
Lot 9	40	40
Lot 10	2	2
Lot 11	2	2
Lot 12	2	2
Lot 13	2	2
Lot 14	2	2
Lot 15	2	2
Lot 16	2	2
Lot 17	2	2
Lot 18	2	2
Total	426.00	426.00

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.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

Produced 06/09/2023 02:35:36 PM

Status	Registered	Dealing Number	AT911149X
Date and Time Lodged	24/12/2020 11:46:06 AM		

Lodger Details

Lodger Code	17773U
Name	OAKFAIR LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	201215 Panhua New Fo

APPLICATION TO REQUEST ACTION BY THE REGISTRAR

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9098/834
9098/843

Instrument and/or legislation

ACTION - APPLICATION - NEW FOLIO
Transfer of Land Act - section 32

Applicant(s)

Tenancy (inc. share)	None
Given Name(s)	PANHUA
Family Name	WU
Name on Title	PAMHUA WU
Reason for Difference	Error in Register
Applicable Land Title(s)	9098/843 9098/834
Address	



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Unit Type	UNIT
Unit Number	7
Street Number	5
Street Name	JAMES
Street Type	STREET
Locality	BOX HILL
State	VIC
Postcode	3128

Additional Details

Grounds of Application : Name registered on title was spelled wrongly

The applicant requests the action by the Registrar.

Execution

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

Executed on behalf of	PANHUA WU
Signer Name	CECILIA SIEN LAI YEK
Signer Organisation	PARTNERS OF OAKFAIR LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 DECEMBER 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Valuation and Rate Notice

for period 1 July 2023 to 30 June 2024

Whitehorse City Council ABN: 39 549 568 822

Receive Your Rates Notice Electronically visit
<http://whitehorse.ezybill.com.au>



028-3155 (14671)

Ms Y Jiang
6/5 Catherine Street
BORONIA VIC 3155

Assessment Number: 56236 3

Property Description

7/5 James Street, BOX HILL VIC 3128
Lot 7 RP 5896 30A, Lot 16 RP 5896 30A

Owners Name: Ms Y Jiang
LAND USE CLASSIFICATION: Residential

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE
(AVPCC) AND DESCRIPTION: 125.4 - OYO Strata Flat
VALUATIONS AS AT 1 JANUARY 2023

OPERATIVE DATE: 1 July 2023

Site Value:	\$203,000
Capital Improved Value (CIV):	\$320,000
Net Annual Value:	\$16,000

Details of Rates, Charges and Levies

General Rate 0.141535 cents in \$ on \$320,000 CIV	\$452.90
Fire Services Property Levy Fixed Charge	\$125.00
FSPL Variable Rate 0.0046 cents in \$ on \$320,000 CIV	\$14.70
Public Waste Service Charge	\$67.85
Kerbside Waste Service Charge	\$184.80
Additional Recycling Bin x 1	\$60.00

Payments and changes received on or after 31 July 2023 may not be included on this Notice.

Total Amount Due: \$905.25

2023/2024

Whitehorse City Council

Tax Invoice

Date of Issue 9 August 2023

379-399 Whitehorse Road

Nunawading 3131

customer.service@whitehorse.vic.gov.au

www.whitehorse.vic.gov.au

Telephone: 9262 6333

PAYMENT OPTIONS

Arrears Due Immediately

\$0.00

Please pay any arrears PLUS one of the following payment options

Payment in full by:

15/02/2024	\$905.25
------------	----------

Four Instalments

30/09/2023	\$227.25
30/11/2023	\$226.00
28/02/2024	\$226.00
31/05/2024	\$226.00

Failure to pay the 1st Instalment and any arrears by 30 September 2023 will result in full payment being due by 15 February 2024.

Nine Instalments

By Direct Debit Only

Register via www.whitehorse.vic.gov.au/living-working/rates/your-rates before 28/08/2023

Due dates that fall on a weekend or public holiday will be due the next business day

30/09/2023	\$105.25
31/10/2023	\$100.00
30/11/2023	\$100.00
31/12/2023	\$100.00
31/01/2024	\$100.00
28/02/2024	\$100.00
31/03/2024	\$100.00
30/04/2024	\$100.00
31/05/2024	\$100.00

For payment options please see back page for details

Important Information

No Internet Access? Visit one of Council's Customer Service Centres or call 9262 6333 to obtain printed copies of the following information and/or forms.

Payments When making payments, please check your banking details and if required, amend any saved reference numbers. Any payments made to historic bin reference numbers may be rejected and result in penalty interest charges. Any Direct Debit arrangements with Council are ongoing until canceled in writing by the ratepayer.

Fees for Service (Bin) Invoices will no longer be issued. Rates, Fire Services Property Levy, kerbside service, public waste and additional bin charges are itemised separately on this Rate Notice. To request changes to your bins, contact Council at www.whitehorse.vic.gov.au/waste-service-charge or call 9262 6333.

Charges for requested changes can be adjusted until 30 September 2023.

Pensioner Rebates

Ratepayers with an eligible Centrelink or DVA pensioner concession card may apply for a concession on their rates and Fire Services Property levy. For more information and to apply visit www.whitehorse.vic.gov.au/living-working/rates/pensioner-concession-rates-and-charges

Difficulties Paying Your Rates

Notify Council immediately do not delay. If you are experiencing hardship please contact Council's Rates Department at customer.service@whitehorse.vic.gov.au or call 9262 6292. For a copy of Council's Hardship Policy visit www.whitehorse.vic.gov.au/living-working/rates/your-rates

Payment Plans

Ratepayers who enter into a payment plan with Council or Council's debt recovery agent will be exempt from further penalty interest and legal fees/costs provided the terms of the payment plan are complied with. You must apply for a payment plan and it must be approved by Council (*Local Government Act 1989* s171B). Contact Council's Rates Department at customer.service@whitehorse.vic.gov.au or call 9262 6292 to check if your payment plan is registered. To apply visit www.whitehorse.vic.gov.au/living-working/rates/your-rates/rates-payment-plan-estimator

Arrears

Any arrears and interest shown on this notice may include legal fees/costs and may be the subject of a court order or may become subject of a court order. Failure to make immediate payment of arrears on this notice may result in further charges and possible legal action (*Local Government Act 1989* ss172, 172A, 180 and 180A).

Penalty

Penalty Interest of 10% may be charged on overdue amounts in accordance with s172 *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*.

Allocation of Payments

Whenever you make a payment the money is allocated in the following order as applicable:

1. Legal costs, if any;
2. Penalty Interest charges, if any;
3. Overdue rates and charges, if any;
4. Current rates and charges.

Valuations and Rate Capping

Municipal property valuations are completed annually by the Valuer General Victoria. Council's rating system is based on the Capital Improved Value (CIV). Council has complied with the Victorian Government rate cap of 3.5% and has applied this to the 2023-2024 rating year. For more information visit www.whitehorse.vic.gov.au/living-working/rates/property-valuations

Supplementary Valuations

A Supplementary Valuation and Rate Notice may be issued to reflect changes to a property. This may result in a change to the rates, charges and levies payable. Payments must be made in accordance with the original rate notice until you receive the Supplementary Valuation and Rate Notice. Penalty interest may apply to amounts not paid by the due date.

Change of Ownership and Address Details

Council must be notified in writing of any change of address, ownership, managing agent or occupancy.

Where there is a change of ownership a Notice of Acquisition must be submitted to Council within 30 days of settlement.

Privacy Statement

For further information on privacy matters call 9262 6333 or visit www.whitehorse.vic.gov.au/privacy-statement

Right of Objection to Valuations

Ratepayers have the right to object to the property valuation on several specific grounds (*Valuation of Land Act 1960* s17). Objections must be lodged on the prescribed form within two months of the date of issue on the rate notice. Payments must be made in accordance with the original rate notice until advised otherwise by Council. Visit www.whitehorse.vic.gov.au/living-working/rates/property-valuations

Right of Objection to Rates and Charges

Ratepayers have the right to appeal to the County Court on the rates and charges on specific grounds (*Local Government Act 1989* s184(2)). Objections must be lodged within 60 days of the date of issue on the rate notice.

And to VCAT for review of special rates and special charges on certain grounds (*Local Government Act 1989* s185(2)) and declaration concerning validity of Council's decision to impose a special rate or charge (*Local Government Act 1989* s185AA). Applications must be made within 30 days of the date of issue on the rate notice.

Fire Services Property Levy

The Fire Services Property Levy (FSPL) is set by the Victorian Government to fund the State Fire Services. FSPL is collected by Council and passed on in full to the State Revenue Office (SRO). For further information visit www.firelevy.vic.gov.au

State Land Tax

State Land Tax is administered by the State Revenue Office (SRO). The SRO uses the site value to calculate Land Tax (*Land Tax Act 2005*). For more information on how land tax is calculated and to lodge objections visit www.sro.vic.gov.au

Differential Rates

Council does not apply a differential rating system.

Contacting Council

Difficulty Paying	www.whitehorse.vic.gov.au/your-rates	9262 6292
Waste Service Charge	www.whitehorse.vic.gov.au/waste-service-charge	9262 6333
Customer Service	www.whitehorse.vic.gov.au/contact-us	9262 6333

Community languages

For a Translating and Interpreting Service call 131 450 and ask to be connected to Whitehorse City Council on 9262 6333.

如需语言协助，请拨打131 450联系笔译和口译服务处，要求转接白 Horse 市政府9262 6333。

Για γλωσσική βοήθεια τηλεφωνήστε στην Υπηρεσία Διερμηνέων Μεταφραστών στο 131 450 και ζητήστε να σας συνδέσουν με το Δήμο Whitehorse στο 9262 6333.

Per ricevere assistenza linguistica, chiama il Servizio di traduzione e interpretariato al numero 131 450 e chiedi di essere connesso col Comune di Whitehorse al numero 9262 6333.

Nếu cần thông dịch viên, xin quý vị gọi cho Dịch vụ Thông phiên dịch qua số 131 450 và yêu cầu họ kết nối đường dây của quý vị với Hội đồng Thành phố Whitehorse số 9262 6333.

भाषाई सहायता के लिए अनुवाद एवं दुभाषिया सेवा (Translating and Interpreting Service) को 131 450 पर फोन करें और सिटी काउंसिल से 9262 6333 पर कनेक्ट किए जाने के लिए निवेदन करें।

භාෂා සහාය සඳහා 131 450 අංකයෙන් පවර්ථනය කර පහත දෙන සේවාව අමතා 9262 6333 අංකයෙන් Whitehorse නගර සභාව වෙත සම්බන්ධ වීමට විමසන්න.

Deaf, Hearing or Speech Impaired – call Council through the National Relay Service 133 677 then quote 9262 6333.

Print and Braille accounts call 9262 6292.

Where Your Rates Go



Leisure and
Recreation Services



Arts and Festivals



Council Assets and
Maintenance



Community
Engagement and
Development



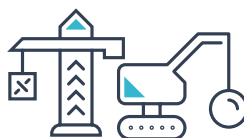
Parks, Playgrounds
and Open Spaces



Health and Family
Services



Community Safety



City Planning and
Development



Road, Footpaths
and Drains



City Services



Sustainability



Libraries

Receive Your Rate Notice Electronically

Council has two ways you can register to receive your rate notice electronically:

1. **Email Delivery** visit <https://whitehorse.ezybill.com.au>
2. **BPAY View** visit <https://bpay.com.au/bpay-for-you#receive-bills>

Payment Methods

Direct Debit



For the nine Instalment payment option Direct Debit is the only payment method offered.
For information visit www.whitehorse.vic.gov.au/your-rates#payment-options
Credit card accounts NOT accepted.

BPAY



BPAY Biller Code: 18325 Customer Reference : 0000562363
Contact your bank or financial institution by telephone or online to make this payment from your preferred account. Quote the Biller Code and your Customer Reference number.
BPAY View – Register with your bank or financial institution to view and pay this bill using internet banking.
BPAY View registration number: 0000562363 More info www.bpay.com.au

Internet



Pay by card (MasterCard or Visa). Go to www.whitehorse.vic.gov.au/payment
Your assessment number is: 562363
Payments by credit card will incur a surcharge of 0.6%

Telephone



Pay by card (MasterCard or Visa) can be made by telephoning 1300 120 147
Your assessment number is: 562363
Payments by credit card will incur a surcharge of 0.6%

Mail



Make cheques payable to Whitehorse City Council. Mail the bottom portion of rate notice and payment to: Whitehorse City Council, PO Box 14818, Melbourne VIC 8001.
Receipts will not be issued for payments by mail. Postal delays not accepted as excuse for late payment.

Post Billpay



Present this notice intact with your payment at any Australia Post outlet within Australia.

In Person



Present this notice intact with your payment at any of Council's Services Centres

Whitehorse Civic Centre

379-399 Whitehorse Road
Nunawading 3131

Mon–Fri, 9am–5pm

Forest Hill

Level 2 (Shop 275)
Forest Hill Chase Shopping Ctr
Forest Hill 3132

Tues–Fri, 9am–1pm

Box Hill Town Hall

1022 Whitehorse Road
Box Hill 3130

Tues–Fri, 9am–1pm

EFTPOS, credit card, cheque, cash or money order are accepted.
Payments by credit card will incur a surcharge of 0.6% (no fee for debit cards).

Arrears may include amounts transferred to unpaid Fees for Service (Bin) invoices. Payments will be allocated to any outstanding Fees for Service (Bin) invoices (if any) in the first instance and could result in outstanding rates which may attract penalty interest.

© Registered to BPAY Pty Ltd ABN 69 079 137 518



*339 562363
Payment in Full



Council use only – Payment in Full



*339 562363
1st Instalment



Council use only – 1st Instalment

PAYMENT DUE: \$905.25 by 15 February 2024 OR \$227.25 by 30 September 2023

RATEPAYER NAME: Ms Y Jiang

PROPERTY ADDRESS: 7/5 James Street, BOX HILL VIC 3128

ASSESSMENT NUMBER: 56236 3

Due Date

/ /

For CREDIT of WHITEHORSE CITY COUNCIL

Trancode User code Customer reference number

831

067482

000000000562363

Amount due

\$

<0000090525>

<067482>

<000000000562363>

>

Your quarterly bill



Emailed to: zeny_zjiang@outlook.com
MS Y JIANG
5 ROYCROFT CL
GLEN WAVERLEY VIC 3150

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	42 4524 8507
Invoice number	4243 6415 11195
Issue date	28 Jul 2023
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Amount due
\$187.01

Due date
18 Aug 2023

Summary

UNIT 7 5 JAMES ST, BOX HILL

Property Number 1167 179, RP 5896

Product/Service	Amount
Water Supply System Charge	\$20.26
Sewerage System Charge	\$115.72
Yarra Valley Water Total	\$135.98
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.70
Parks Charge	\$21.33
TOTAL (GST does not apply)	\$187.01



Important note

Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.

Payment summary

Last Account	\$159.49
Paid/Adjusted	-\$159.49
Balance	\$0.00
Total this Account	+\$187.01
Total Balance	\$187.01



How to pay



*3042 424364151119 5



Direct Debit

Sign up for Direct Debit at yvw.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **424528776**



BPAY®

Bill code: **344366**
Ref: **424 5248 5075**



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvw.com.au/paying CRN reference: **555 054 118T**



Credit card

Online: yvw.com.au/paying
Phone: **1300 362 332**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Bill code: **3042**
Ref: **4243 6415 11195**

MS Y JIANG

Account number	42 4524 8507
Invoice number	4243 6415 11195
Total due	\$187.01
Due date	18 Aug 2023
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.
Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.33.
*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

- Water supply system charge

1 July 2023 - 30 September 2023

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- Sewerage system charge

1 July 2023 - 30 September 2023

A fixed cost for running, maintaining, and repairing the sewerage system.
- Other authority charges

Waterways and drainage charge

1 July 2023 - 30 September 2023

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- 🌳

Parks charge

1 July 2023 - 30 September 2023

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

JT14571

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.
Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞	Enquiries	1300 304 688	🗣️	For language assistance	
	Faults and Emergencies	13 27 62 (24hr)		العربية	1300 914 361
✉️	enquiry@yvw.com.au		🗣️	廣東話	1300 921 362
	yvw.com.au			Ελληνικά	1300 931 364
📞	TTY Voice Calls	133 677	🗣️	普通话	1300 927 363
	Speak and Listen	1300 555 727		For all other languages call our translation service on	03 9046 4173

📅 Next meter reading:

Between 27 Oct-3 Nov 2023

2023 Land Tax Assessment Notice

STATE
REVENUE
OFFICE
VICTORIA
A/N 16 115 195 231



MR YI JIANG
5 ROYCROFT CLOSE
GLEN WAVERLEY VIC 3150

Visit My Land Tax



- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtaxregister

Paul Broderick
Paul Broderick
Commissioner of State Revenue

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US **047648353**

ASSESSMENT NUMBER
THIS CHARGES EVERY YEAR **64236398**

ISSUE DATE **12 MAY 2023**

TOTAL PAYABLE **\$635.00**

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY **22 SEP 2023**

2 INSTALMENTS

SET UP BY **9 JUN 2023**

Instalments are **ONLY** payable via the online system, **AutoPay**.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR
INSTALMENTS
EQUAL AMOUNTS

MONTHLY
INSTALMENTS

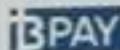
MONTHLY
INSTALMENTS



sro.vic.gov.au/autopay

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY



Billin Code: 5245
REF: 64236398

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD



Customer No: 047648353
REF: 64236398

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST



Post
Billpay

\$635.00

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0064236398 9



Level 1, 261 High Street, Ashburton
P.O. BOX 217, Ashburton 3147
Ph: (03) 9885 0312

Email: reception@goughpartners.com.au

05/09/2023

Red J Conveyancing
Suite 2.17
203-205 Blackburn Road
MOUNT WAVERLEY VIC 3149

Dear Sir/Madam,

Re: OWNERS CORPORATION CERTIFICATE
Owners Corporation Registered Plan No. 5896
Address: Lot 7 & 16, 5 James Street, BOX HILL
Your Ref.: JIANG

Further to your request we now enclose the required Owners Corporation Certificate as requested.

We take this opportunity to draw your clients attention that the Insurance Policy does not provide cover for privately owned fixtures and fittings including carpet, curtains, blinds, light fittings or other electrical appliances which may be removed without interference to the electrical wiring in any unit.

Would you please advise this office as soon as settlement has been affected, the name and address of the new owner so that your client's obligation to the Owners Corporation may be cancelled.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Georgia Devine', with a large, stylized initial 'G'.

Georgia Devine
For & on behalf of Owners Corporation RP: 5896

OWNERS CORPORATION CERTIFICATE

*Section 151 Owners Corporations Act 2006 and Reg 11
Owners Corporations Regulations 2018*

Owners Corporation No 5896

Address 5 James Street BOX HILL

This certificate is issued for Lot **7 & 16** on Plan of Subdivision No **5896**

Postal address is
7/5 James Street Box Hill

Applicant for the certificate is **Red J Conveyancing**

Address for delivery of certificate: Suite 2.17 203-205 Blackburn Road MOUNT WAVERLEY
VIC 3149

Date that the application was received: 5 September 2023

1. The current fees for lot **7 & 16** are \$832.95 per quarter. Fees are payable by quarterly instalments on the 1st day of January, April, July and October.

BPay details are:

Biller Code - 96503

Reference - 301630489 49624

2. The fees are paid up until 30 September 2023

3. Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

5. The Owners Corporation has performed or is about to perform the following repair work or act which may incur additional charges to that set out above (refer attached minutes).

Members review the financial status of the Owners Corporation at each Annual General Meeting. The next Annual General Meeting is scheduled 17 October 2023.

6. The Owners Corporation has the following insurance cover

Policy Number: HU0006082713

Cover period: 02/05/2023 - 02/05/2024

Paid: 08/05/2023

CHU Underwriting Agencies

Building/Common Property-	\$3,696,000.00
Common Area Contents-	\$36,960.00
Loss of Rent/Temp Accommodation-	\$554,400.00
Public Liability-	\$30,000,000.00
Voluntary Workers-	\$200,000.00
Fidelity-	\$250,000.00
Office Bearers-	\$1,000,000.00
Government Audit Costs-	\$25,000.00
Appeals Expenses-	\$100,000.00
Legal Expenses-	\$50,000.00

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the act.

8. The total funds held by the Owners Corporation are set out in the Balance Sheet attached to this Certificate.

9. The Owners Corporation has no known contingent Liabilities nor otherwise shown or budgeted for in items 1, 4 and 5 nor disclosed in the Minutes of the last Annual General Meeting. Refer attached Minutes

10. The Owners Corporation has not granted any Lease, Licence or special privilege affecting the common property.

11. Are there any current contracts, leases, licences or agreements affecting the common property?

- Gough Partners Management Agreement

12. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public.

13. The Owners Corporation has not submitted any special rules to the Office of Titles. (Refer attached Model Rules).

14. There are no details of any notices or orders served on the Owners Corporation in the last twelve months that have not been satisfied.

15. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings.

16. The Owners Corporation has appointed Gough Partners as Manager.

17. No proposal has been made for the appointment of an administrator

18. Managing Agent: Gough Partners the postal address of which is:
PO Box 217
Ashburton VIC 3147

19. Documents attached to the Owners Corporation Certificate are:

1. A copy of schedule 3 of the Owners Corporations Regulations entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
2. Balance Sheet for the period as at 5 September 2023
3. A copy of the Annual General Meeting Minutes from 2 August 2022
4. A copy of Model Rules for an Owners Corporation
5. A copy of the Certificate of Currency

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the manager

***Gough Partners Pty Ltd
Level 1, 261 High Street
Ashburton Victoria 3147***



.....
Signature of manager

Georgia Devine

.....
On behalf of Gough Partners
The registered Manager
and the Owners Corporation
Dated this 05/09/2023

Gough Partners

Level 1, 261 High Street ASHBURTON VIC 3147 ABN: 32 078 622 581

Ph: (03) 9885 2307 Email: reception@goughpartners.com.au

Printed: 05/09/2023 03:45 pm User: Cathie Zucchelli

Page 1

Balance Sheet - O/Corp 5896 "5 JAMES ST" 5 JAMES STREET, BOX HILL, VIC 3128 For the Financial Period 05/09/2023 to 05/09/2023

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank JAME5 BCSP 5896	\$19,907.71	\$40,908.31	\$60,816.02
Total Assets	\$19,907.71	\$40,908.31	\$60,816.02
Liabilities			
Accounts Payable (GST Free)	\$225.83	\$0.00	\$225.83
Levies Paid in Advance	\$643.24	\$218.60	\$861.84
Total Liabilities	\$869.07	\$218.60	\$1,087.67
Net Assets	\$19,038.64	\$40,689.71	\$59,728.35
Owners Funds			
Opening Balance	\$19,038.64	\$40,689.71	\$59,728.35
Net Income For The Period	\$0.00	\$0.00	\$0.00
Total Owners Funds	\$19,038.64	\$40,689.71	\$59,728.35



Gough Partners Pty Ltd
ABN 32 078 622 581
Level 1 261 High Street
Ashburton VIC 3147
PH: (03) 9885 0312

reception@goughpartners.com.au
Date of issue: 18/10/2023

Ms Yi Jiang
Unit 6/5 Catherine Street
BORONIA VIC 3155

**MINUTES OF AN ANNUAL GENERAL MEETING
OWNERS CORPORATION 5896**

5 James Street BOX HILL VIC 3128

The Annual General Meeting of Owners Corporation 5896
was held on

Tuesday, 17th October 2023

Commencing at 03:30 pm

Minutes for the Annual General Meeting

O/Corp 5896 5 James St 5 James Street
17/10/2023 03:30 pm

1. ATTENDEES, APOLOGIES & PROXIES

<u>Lot #</u>	<u>Unit #</u>	<u>Attendance</u>	<u>Owner Name/Representative</u>
1	1	Yes	Ms K Wai Tam present
4	4	Yes	Ng & Super Pty Ltd – Sebastian Ng present

Georgia Devine present on behalf of Gough Partners

2. QUORUM

A quorum was not achieved either in person or by proxy and therefore pursuant to Owners Corporations Act 2006, the meeting proceeded on the basis that any decisions made would be interim decisions for a period of 29 days. If no petition for a General Meeting from members holding 25% of total lot entitlement is received within this time then on the 29th day the interim decision will be decisions of the Owners Corporation.

3. CHAIRPERSON

Georgia Devine was appointed to chair the meeting.

4. MINUTES OF PREVIOUS MEETING

Resolved to confirm the minutes of the previous Annual General Meeting held 2 August 2022

5. FINANCIAL STATEMENTS

The financial statements for the period ended 30/06/2023 be adopted.

Closing Balance Admin Fund	\$16,871.88
Closing Balance Maintenance Fund	\$38,819.22

6. INTEREST CHARGES

Resolved that interest be charged at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983, on the money owed by a Member to the Owners Corporation one month after the due date for fees and charges set under Sections 29 & 30 of the Owners Corporation Act 2006 and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee in any particular case waive the payment of interest.

Resolved that the Owners Corporation approves the Manager to arrange for the issue of legal proceedings and or debt collection against all lot owners in arrears and for all collection costs to be levied to those lots.

7. OWNERS CORPORATION COMMITTEE

Owners Corporation Committee

- Committee Election – Ms Kwan Wai Tam (Lot 1), Ms Joey Li (Lot 2) and Mr Sebastian Ng (Lot 4)
- Owners Corporation Chairperson Election – Ms Kwan Wai Tam (Lot 1)
- Owners Corporation Secretary Election – Georgia Devine – Owners Corporation Manager

Delegations – Functions and powers of Committee

Subject to the rules of the Owners Corporation, a Committee has all the powers and functions that are delegated to it by under Section 11 of the Owners Corporation Act 2006. Therefore, the elected committee members of the Owners Corporation are delegated any power or function of the Owners Corporation.

8. OWNERS CORPORATION MANAGER

Members resolved that the Owners Corporation appoint Gough Partners as Manager in accordance with Part 6 of the Owners Corporation Act 2006. The Owners Corporation resolved to execute the new Contract of Appointment document, as tabled requiring the signatures of two (2) owners.

9. INSURANCE

Policy: HU0006082713

Insurer: CHU Underwriting Agencies

Broker: Honan Insurance Group

Premium: \$5,487.72 Paid on: 08/05/2023 Renewal date: 02/05/2024

Building Sum Insured \$3,696,000.00

Excess Liability

In accordance with the Owners Corporations Act (s23A) the Owners Corporation resolved to recover the insurance excesses from the responsible party. The Owners Corporation may levy any lot owner the cost of any excess amount resulting from an attributable insurance claim.

Contents cover: The manager recommends that owners arrange their own contents cover within their own units for items such as carpets, light fittings, curtains etc., these are not covered under the owners corporation cover.

Remuneration: The manager wishes it noted that it receives a fee from the insurer for service relating to the referral of business and assistance in organising all insurance claims, which in no way adds any additional cost to the premium.

10. INSURANCE BUILDING VALUATION

Members resolved to obtain a Desktop Valuation Update and agreed to adjust the Building Sum Insured as recommended by the Valuer. The last valuation was obtained in March 2021.

11. BUDGET

Resolved that the proposed budget as tabled not be adopted. Members agreed to maintain the same budget as last financial year

Admin Fund	\$20,937.00
------------	-------------

Maintenance Fund	\$ 7,450.00
------------------	-------------

This approved budget will continue to be in place until a new budget is resolved at the next Annual General Meeting.

12. GENERAL BUSINESS

Caretaker

Owners Corporation Manager to discuss with Joey – owner occupier if the caretaker is carrying out works set out in the scope regularly.

Valuation

It was resolved to obtain a Desk Top valuation and adjust the Building Sum insured to mimic the new valuation to ensure adequate coverage for the building.

Window Cleaning

The Committee will visit property and advise if a window clean is necessary.

Facia Painting Works

The Committee will visit property and advise if the final balance for the works can be paid.

Boundary Fence Replacement

Owners Corporation Manager to obtain a new quotation for boundary fence between both 469 and 473 Station Street and 5 James Street and send to neighbour for their written approval

Owners Corporation Manager to find out lead time on fencer and advise Committee.

Carpark Numbering

The Committee will visit property and advise if the carpark numbering is required.

Concreting

It was resolved to proceed with the back section of carpark – Committee to confirm the correct area for replacement. Owners Corporation Manager to update quotes and send to Committee for decision and approval.

Once quotes have been obtained Owners Corporation Manager to advise Committee of balance of Maintenance Fund.

NOTE: That pursuant to Section 2.2 of the Contract of Appointment between the Owners Corporation and Gough Partners, additional costs may be incurred to manage major repairs and projects undertaken by the Owners Corporation.

NOTE – In accordance with Section 49 (1) of the Owners Corporation Act 2006, an Owners Corporation may recover as a debt the cost of repairs, maintenance or other works undertaken wholly or substantially for the benefit of one or some, but not all, of the lots affected by the Owners Corporation from the lot owners.

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 04:55 pm.

NOTE – Gough Partners will communicate via email with all lots unless otherwise requested. All Notice of Meetings, Minutes, Correspondence and Levy Notices will be emailed to all Lot Owners or Agents.

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 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.
- (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.
- (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.
- (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 14 working 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.

(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.

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.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006082713
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	02/05/2023 to 02/05/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 5896
Situation	5 JAMES ST BOX HILL VIC 3128

Policies Selected

Policy 1 – Insured Property

Building: \$3,696,000
Common Area Contents: \$36,960
Loss of Rent & Temporary Accommodation (total payable): \$554,400

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

26/04/2023

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

PROPERTY DETAILS

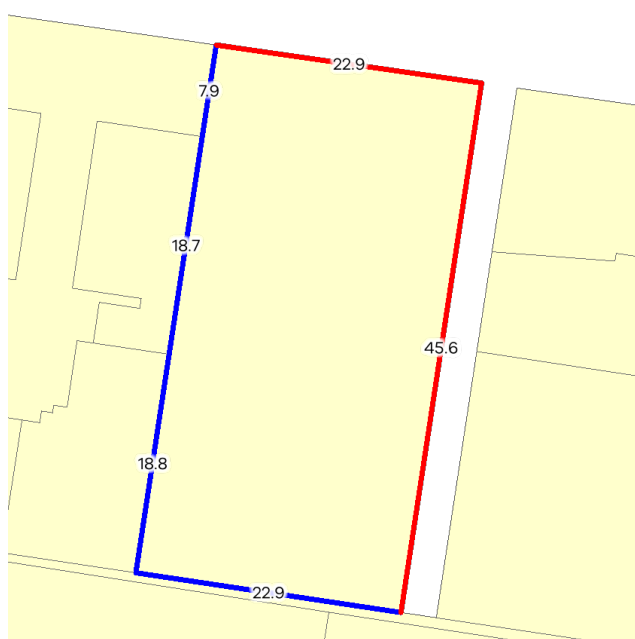
Address: **7/5 JAMES STREET BOX HILL 3128**
Lot and Plan Number: **Lot 7 RP5896**
Standard Parcel Identifier (SPI): **7\RP5896**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **242560**
Directory Reference: **Melway 47 D11**

www.whitehorse.vic.gov.au

Note: There are 10 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1041 sq. m

Perimeter: 137 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

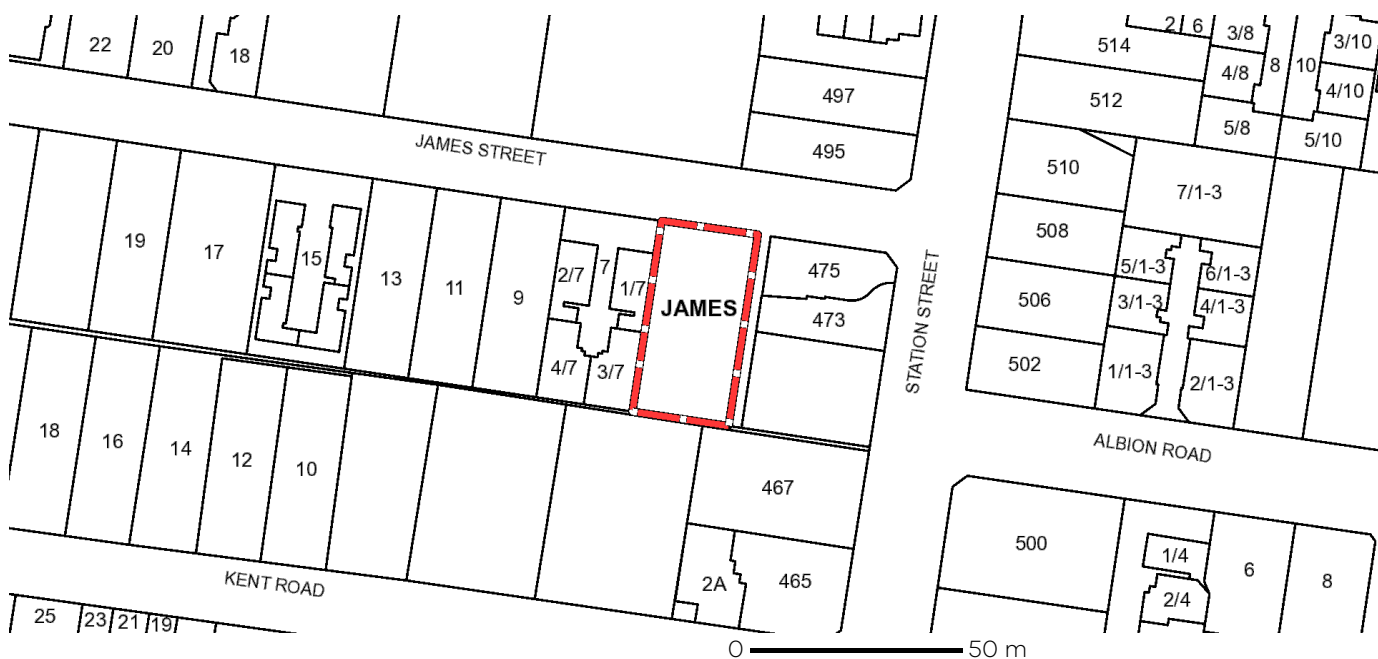
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Environment,
Land, Water
and Planning

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 06 September 2023 02:25 PM

PROPERTY DETAILS

Address: **7/5 JAMES STREET BOX HILL 3128**
Lot and Plan Number: **Lot 7 RP5896**
Standard Parcel Identifier (SPI): **7\RP5896**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **242560**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 47 D11**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

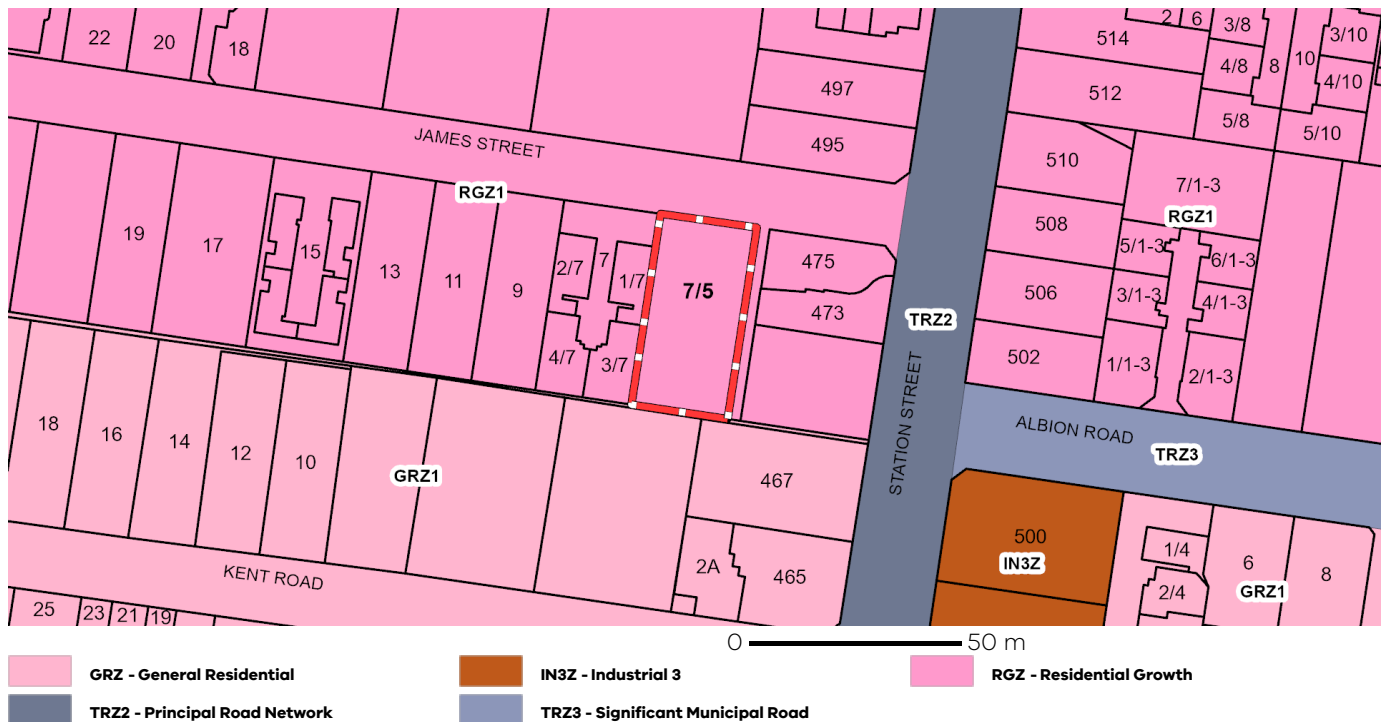
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)

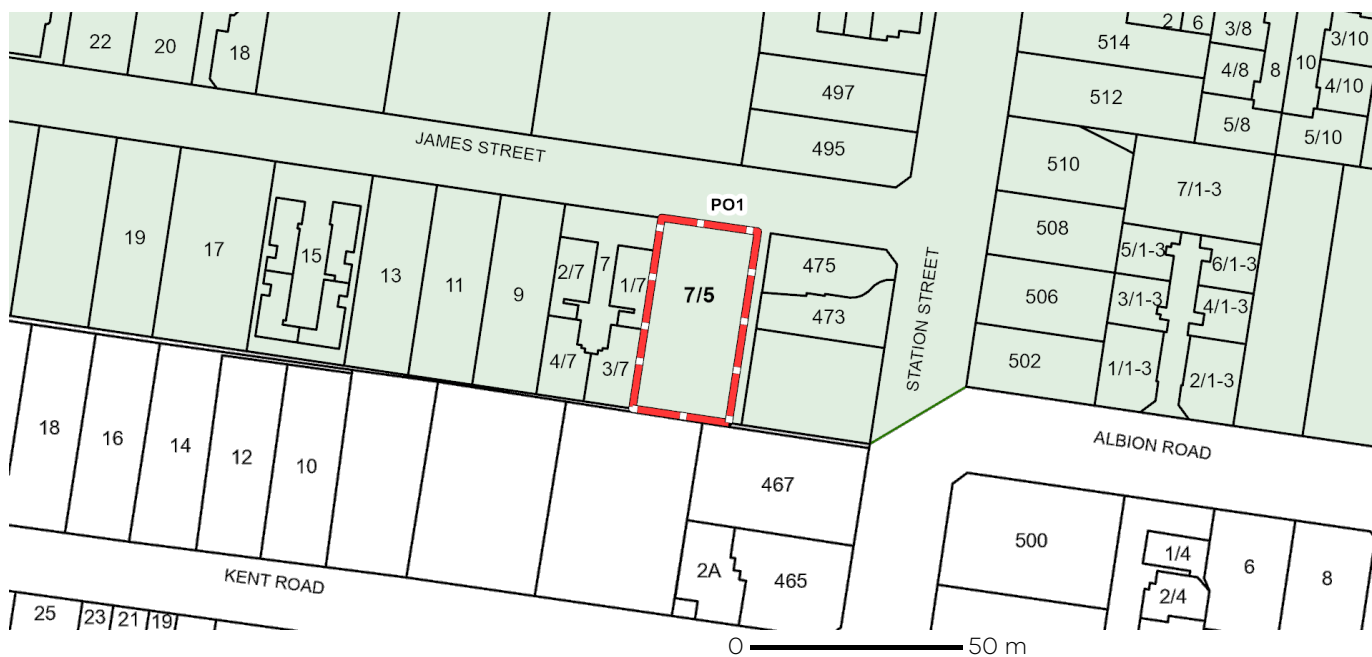


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

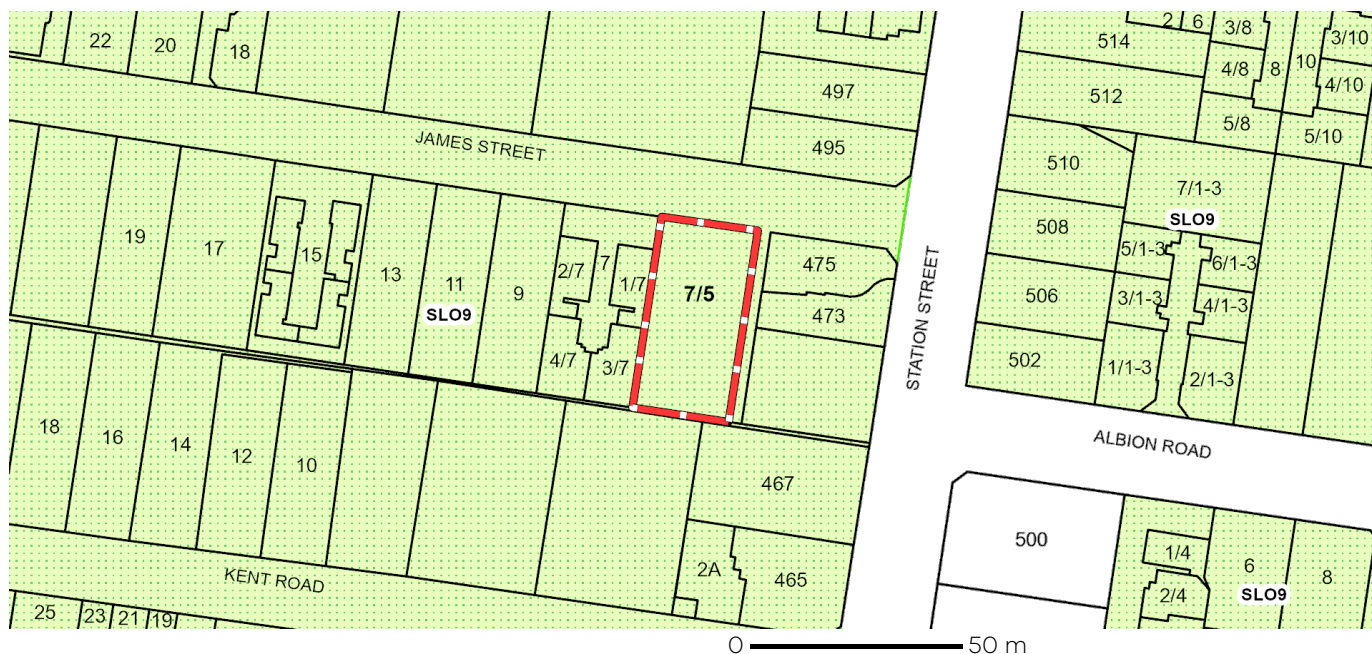
PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



Planning Overlays

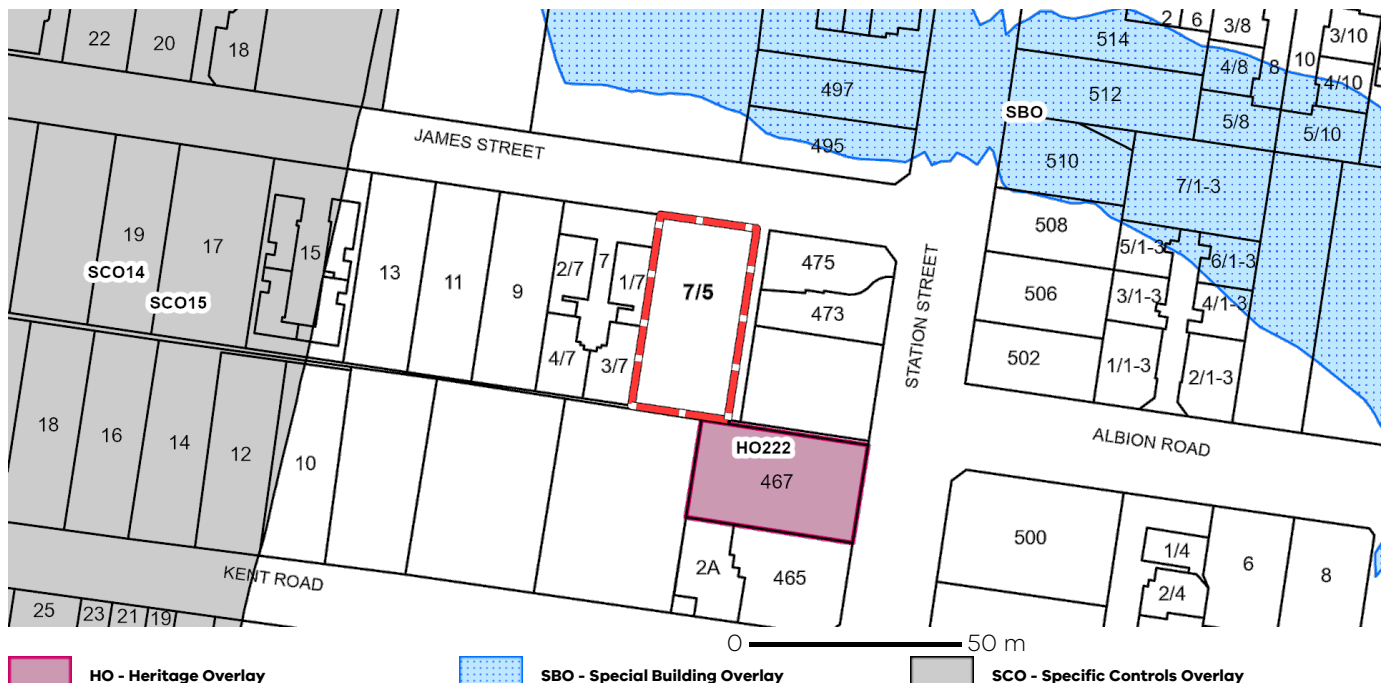
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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

Further Planning Information

Planning scheme data last updated on 1 September 2023.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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