



First Class Legal

YOUR PARTNER IN PROPERTY

LINA RITA LO BIANCO

to

CONTRACT OF SALE OF REAL ESTATE

Property: Unit 11, 20 Ashted Road, Box Hill, VIC, 3128

First Class Legal
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Ref: 26/01207

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

Lina Rita Lo Bianco

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of Sale

Vendor's estate agent

Obrien Real Estate - Blackburn

98 South Parade, Blackburn VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 03 9894 2044 Mob: 0411 061 796 Ref: Anthony Molinaro

Vendor

Lina Rita Lo Bianco

Vendor's legal practitioner or conveyancer

First Class Legal

Suite 2, 14 Albert Street, Blackburn VIC 3130

Email: diana@firstclasslegal.com.au

Tel: 1300 956 321 Ref: 26/01207

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:..... Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below:

Certificate of Title reference			being lot	on plan
Volume	09295	Folio 142	11	012550
Volume	09295	Folio 146	15	012550

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 11 and Lot 15 (Car Park), 20 Ashted Road, Box Hill, VIC, 3128**

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, window furnishings and electrical light fittings as inspected.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on _____

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on _____ 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: _____

Loan amount: no more than _____ Approval date: _____

Building report – See Special Condition 1 – applies only if the box is checked

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

Pest report – See Special Condition 2 - applies only if the box is checked

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

Vendor/Supplier GST withholding notice
Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)
Notice to Purchaser

Vendor: Lina Rita Lo Bianco

Property: Unit 11 and Lot 15 (Car Park), 20 Ashted Road, Box Hill, VIC, 3128

Certificates of Title: Volume 09295 Folio 142 and Volume 09295 Folio 146 being Lots 11 and 15 on Registered Plan of Strata Subdivision 012550.

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

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.*

1. BUILDING REPORT

General condition 21 is deleted and replaced with the following:

- 1.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 1.2 The purchaser may end this contract within _____ days from the day of sale if the purchaser:
 - (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is:
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 1.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 1.4 A notice under this special 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.
- 1.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

2. PEST REPORT

General condition 22 is deleted and replaced with the following:

- 2.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 2.2 The purchaser may end this contract within _____ days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 2.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 2.3 A notice under this special 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.
- 2.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

3. PURCHASER'S ACKNOWLEDGEMENTS

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that they are purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof. The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the Contract.

4. PLANNING

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

5. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale hereof.

6. GUARANTEE

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

7. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

- 8.1 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").
- 8.2 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.
- 8.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner and/or conveyancer 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.
- 8.4 This Special Condition will not merge on completion.

9. SETTLEMENT RE-SCHEDULING FEE

The Purchaser agrees to pay the Vendor's Solicitor's costs of \$385.00 (GST inclusive) to

reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Solicitors at settlement.

10. SALE BY AUCTION

The property is offered for sale by public auction subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be set out in Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules. A copy of the Schedule 1 rules are annexed to this Contract and marked "Annexure B".

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the

vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or

- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
 - (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

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

time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

resulting expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

ANNEXURE A
DIRECTOR'S GUARANTEE

We.....

Of.....

(Hereinafter called "the Guarantors") which expression shall mean and include its successors in consideration of the within named Vendor selling to the within named Purchaser at its request the land described in the within Contract of Sale for the price and upon the terms and conditions therein set forth HEREBY COVENANT with the said Vendor that if at any time default shall be made in the payment of the residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract of Sale or any substitute Contract or in the performance or observance of any term or condition of the within Contract of Sale or any substituted Contract to be performed and observed by the purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money, interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other monies payable under the within Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the Law relating to sureties would but for this provision have the effect of releasing the Guarantor.

Words importing the singular number only shall include the plural number and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and/or Corporation as the case may require.

IN WITNESS WHEREOF this Guarantee has been executed on the..... day of
..... 20.....

Signed by the said)
in the presence of)

.....
Signed by the said)
in the presence of)

.....

ANNEXURE B

Sale of Land (Public Auctions) Regulations 2024

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Regulations 5(1), 6(1)(a), (2) and (6), and 7(2) and (3)

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.



First Class Legal

YOUR PARTNER IN PROPERTY

LINA RITA LO BIANCO

VENDOR STATEMENT

Property: Unit 11, 20 Ashted Road, Box Hill, VIC, 3128

First Class Legal
Suite 2, 14 Albert Street
Blackburn VIC 3130
Email: diana@firstclasslegal.com.au
Tel: 1300 956 321
Ref: 26/01207

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	Unit 11 and Lot 15 (Car Park), 20 Ashted Road, Box Hill, VIC, 3128	
Vendor's name	Lina Rita Lo Bianco	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

- (a) Are contained in the attached certificates.
- (b) The Purchaser may become liable for land tax in the future depending on other land ownership and future use. See attached Property Clearance Certificate for further information.
- (c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described below:
Not applicable.

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

Not applicable.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 Land Subject to Tax Reform Scheme

- (a) The land is not land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.
- (b) The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 Act) most recently allocated to the land is 120.
- (c) If the land is land tax reform scheme land, the entry date of the land becoming land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is as follows: Not applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- Is in the attached copies of title documents and property enquiry certificates.

The Purchaser should note there may be sewers, drains, water pipes, underground and/or overhead electricity or telephone cables, underground gas pipes which are laid outside registered easements and which are not required to be registered on the lot on the Plan of Subdivision.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction unless referred to in the attached property enquiry certificates.

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 are as follows:

Suburban Rail Loop East Project - draft amendment C255WHSE to the Whitehorse Planning Scheme/s. See notice attached to the Vendor Statement.

Apart from the above, the vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

Agricultural Chemicals

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

Nil.

4.2 Compulsory Acquisition

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

Nil.

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):

Refer to attached.

6. OWNERS CORPORATION

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

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

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 ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 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 2000m²; (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)

Register Search Statement Volume 09295 Folio 142
Register Search Statement Volume 09295 Folio 146
Plan of Strata Subdivision 012550
Owners Corporation Basic Report
Whitehorse City Council Land Information Certificate
Whitehorse City Council Building Approvals Certificate
Building Permit
Letter from Suburban Rail Loop East Project – draft amendment C255WHSE to the Whitehorse Planning Scheme/s
Yarra Valley Water Information Statement
Property Clearance Certificate (Land Tax)
Owners Corporation Certificate
VicRoads Certificate

Planning Certificate

Planning Property Report

Due Diligence Checklist

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

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

VOLUME 09295 FOLIO 142

Security no : 124132218418G

Produced 17/02/2026 09:04 AM

LAND DESCRIPTION

Lot 11 on Registered Plan of Strata Subdivision 012550.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08922 Folio 476
Created by instrument H200353 27/09/1978

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LINA RITA LO BIANCO of 28 ZARRO ST. SCORESBY 3179
T964876K 20/11/1995

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE T978282S 29/11/1995
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 RP012550 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 11 20 ASHTED ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012550

DOCUMENT END

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

VOLUME 09295 FOLIO 146

Security no : 124132219287M

Produced 17/02/2026 09:22 AM

LAND DESCRIPTION

Lot 15 on Registered Plan of Strata Subdivision 012550.

CAR PARK

PARENT TITLE Volume 08922 Folio 476

Created by instrument H200353 27/09/1978

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

LINA RITA LO BIANCO of 28 ZARRO ST. SCORESBY 3179

T964876K 20/11/1995

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE T978282S 29/11/1995

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 RP012550 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: ASHTED ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012550

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Document Identification	RP012550
Number of Pages (excluding this cover sheet)	2
Document Assembled	17/02/2026 09:31

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PLAN OF STRATA SUBDIVISION			EDITION 1		RP012550	
LOCATION OF LAND PARISH: NUNAWADING TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 27A (PT) TITLE REFERENCE: VOL.8922 FOL.476 LAST PLAN REFERENCE: - DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 20 ASHTED ROAD BOX HILL 3128			FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT			
			SURVEYOR'S CERTIFICATE Surveyor: SCOT DOUGLAS Certification Date: 26/06/1978 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF BOX HILL on 17/07/1978 REGISTERED DATE: 27/09/1978 PLAN UPDATED BY REGISTRAR IN AN661031Q 10/03/2022			
LEGEND THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 12 IS A TWO STOREY BUILDING. THE LOWER BOUNDARY OF LOTS 1 TO 12 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 EXCEPT THAT PART OF LOTS 7 & 12 MARKED 'A' WHERE THE UPPER BOUNDARY IS SO MUCH OF PLANE WITHIN WHICH LIES THE CEILING OF THE TOPMOST STOREY. THE BUILDING IN THE PARCEL CONTAINED IN LOTS 13 TO 24 IS A SINGLE STOREY BUILDING. THE LOWER BOUNDARY OF LOTS 13 TO 24 IS THAT PART OF THE SITE OF THE RELEVANT LOT. THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE THAT PART OF THE SITE. LOTS 13 TO 24 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. <u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u> MEDIAN: ALL BOUNDARIES <u>NOTICE OF RESTRICTION</u> LOTS 1 TO 12 ARE RESTRICTED LOTS. LOTS 13 TO 24 ARE CAR PARK LOTS. REGISTRATION OF DEALINGS WITH LOTS 1 TO 12 IS RESTRICTED.						
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						



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. RP012550**

The land in RP012550 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 24.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELBOURNE BODY CORPORATE MANAGEMENT BOX HILL 7 PARK ROAD SURREY HILLS VIC 3127

AD012857V 03/08/2004

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	91	91
Lot 2	75	75
Lot 3	75	75
Lot 4	75	75
Lot 5	75	75
Lot 6	91	91



Department of Transport and Planning

Owners Corporation Search Report

Produced: 17/02/2026 09:31:09 AM

OWNERS CORPORATION
PLAN NO. RP012550

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	91	91
Lot 8	75	75
Lot 9	75	75
Lot 10	75	75
Lot 11	75	75
Lot 12	91	91
Lot 13	3	3
Lot 14	3	3
Lot 15	3	3
Lot 16	3	3
Lot 17	3	3
Lot 18	3	3
Lot 19	3	3
Lot 20	3	3
Lot 21	3	3
Lot 22	3	3
Lot 23	3	3
Lot 24	3	3
Total	1000.00	1000.00

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.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 5607

Date of Issue: 17 February 2026

Applicant's Reference: 79671542-022-5:89052

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025* or under a local law or by-law of the Council.

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

Assessment Number: 61304

Check Digit: 2

Property Description: LOT 11 RP 12550 27A, A 15 RP 12550 27A

Property Address: 11/20 Ashted Road, BOX HILL VIC 3128

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 01-Jan-2025 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2025.

Site Value:	\$180,000
Capital Improved Value:	\$290,000
Net Annual Value:	\$14,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

DECLARED BY COUNCIL 16 JUNE 2025

EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

General Rates	413.20
ESVF Fixed Charge	136.00
ESVF Variable Rate	50.15
Waste Service Charges	263.25
TOTAL CURRENT LEVIED	\$862.60

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING

\$430.00

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025

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

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

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

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

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*.)

For the 2025/2026 rating year, due dates for instalments are 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026. Due date for lump sum payment is 15 February 2026.

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

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

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

Additional information

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

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

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

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

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

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

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garbage - 80L

Recycling - 240L

For further information on the items that the waste service charges can comprise of, please see:

<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:



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

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000613042
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

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



WHITEHORSE
CITY COUNCIL

ABN 39 549 568 822

Rate Instalment Notice

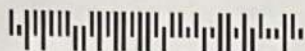
For period 1 July 2025 to 30 June 2026

Issued: 27 January 2026

Payment Due

\$215.00

28 February 2026



028-3179 (12980)

Mr D R LoBianco
28 Zarro Street
SCORESBY VIC 3179

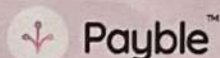
Assessment Number 61304 2

Property Description

11/20 Ashted Road, BOX HILL VIC 3128
LOT 11 RP 12550 27A, A 15 RP 12550 27A

Details of Rates, Charges and Levies

THIRD Instalment \$215.00



Flexible Payments

Flexible weekly,
fortnightly, monthly or one-off
online payments with SMS reminders.

Scan the QR code or visit
pay.whitehorse.vic.gov.au



VISA



Payments and changes made on or after 19 January 2026 may not be included on this Notice.

Easy Ways to Pay

Credit Card Surcharge: Credit card (Visa and Mastercard) fee of 0.6% will apply except when paying by BPAY® or at Australia Post. AMEX not accepted.



**ONLINE OR
VIA PHONE**

Visit whitehorse.vic.gov.au
Phone 1300 120 147
Assessment No:
613042

Australia Post



Post
Billpay

Pay in person at any post office. All
payment methods accepted.
Council credit card fee does not apply.



*339 613042

BPAY®



Bill Code: 18325
Customer Reference:
0000613042

Pay from your bank account, debit or credit card.



IN PERSON

Pay at Council Customer Service Centres.
All payments accepted.



Council use only – 3rd Instalment



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 17 February 2026
Applicant Reference: 79671542-024-9:89099

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: LOT 11 RP 12550 27A, A 15 RP 12550 27A
Property Address: 11/20 Ashted Road, BOX HILL VIC 3128

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. CBS-U 68108/7417582093862

Issued to

Agent of Owner **The Roof Specialist**
Postal Address **Unit 14/9 Rocklea Drive Port Melbourne** Postcode **3207**
Email **admin@roofspecialist.com.au**
Address for serving or giving of documents: **Unit 14/9 Rocklea Drive Port Melbourne** Postcode **3207**
Contact Person **The Roof Specialist** Telephone **0412 069 632**

Ownership Details

Owner **MBCM Box Hill for OC Plan No. RP012550**
Postal Address **20 Ashted Road Box Hill** Postcode **3128**
Email **info@boxhill.mbcm.com.au**
Contact Person **MBCM Box Hill for OC Plan No. RP012550** Telephone **03 7052 9167**

Property Details

Number **20** Street/Road **Ashted Road** Suburb **Box Hill** Postcode **3128**
Lot/s LP/PS Volume Folio
Crown Allotment Section No Parish County
Municipal District **City of Whitehorse**

Builder

Name **Michael Lanyon Pty Ltd** Telephone **0412069632**
Address **Unit 14/9 Rocklea Drive Port Melbourne 3207**
ACN/ARBN:
Building Practitioner
Registration No: **CDB-L 100068**

This Builder is specified under Section 24B of the **Building Act 1993** for the building work to be carried out under this Permit.

Natural Person for service of Directions, Notices and Orders (if Builder is a body corporate)

Name **Michael Lanyon** Telephone **0412069632**
Postal Address **Unit 14/9 Rocklea Drive Port Melbourne Vic** Postcode **3207**

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/Class	Registration Number
Michael Lanyon Pty Ltd	CDB-L	CDB-L 100068

(b) Who were engaged to prepare documents forming part of the application for this Permit

Name	Category/Class	Registration Number
------	----------------	---------------------

Details of Domestic Building Work Insurance

The issuer or provider of the required Insurance policy is: **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Description: **Proposed Re-Roofing of Apartments**

Storeys contains: **2**

Rise in Storeys: **2**

Effective Height: **<25m**

Type of Construction: **B**

Version of BCA applicable to Permit: **2022**

Cost of Building Work: **\$92,000.00**

Total floor area of new building work in m²: **0**

Building Classification

Part of Building: **All**

BCA Classification: **2**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this Permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation No.
City of Whitehorse	Demolition Consent	29a
City of Whitehorse	Legal point of discharge	133

Protection Work

Protection work is not required in relation to the building work proposed in this Permit.

Inspection Requirements

The mandatory Inspection notification stages are:

1. Inspection of Inspection of Framework
2. Inspection of Inspection for Final Certificate

Occupation or Use of Building: A certificate of final inspection is required prior to the occupation or use of this building.

Commencement and Completion

This building work must commence by 03 March 2027

If the building work to which this Building Permit applies is not commenced by this date, this Building Permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

This building work must be completed by 03 March 2028

If the building work to which this Building Permit applies is not completed by this date this Building Permit will lapse, unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

Conditions

3/234 Lower Heidelberg Road
Ivanhoe East VIC 3079

www.metrobuildingsurveying.com.au
E: info@metrobs.com.au

P: 9497 4522
ABN 13 642 418
951



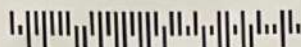
This Permit is subject to the following Conditions:-

1. Council's Section 29A 'Report and Consent' Approval has been obtained in relation to the proposed demolition works.
2. Stormwater to be discharged to Council's approved 'Legal Point of Discharge'.
3. Manufacturers Computations / details for Roof Trusses/Posi-struts are to be provided to this Office prior to Frame Inspection.

Relevant Building Surveyor

Name:	Metro Building Surveying P/L
ABN	13 642 418 951
Address	3/234 Lower Heidelberg Road, East Ivanhoe 3079
Email	info@metrobs.com.au
Building Practitioner Registration No:	CBS-U68108
Municipal District:	City of Whitehorse
Designated building surveyor:	Michael Flanagan
Building Practitioner Registration No:	BS-U1113
Permit No	CBS-U 68108/7417582093862
Date of Issue of Permit:	03 March 2026





J19644 S1 - 39398 028

Mr D R LoBianco
28 Zarro Street
SCORESBY VIC 3179

March 2025

Dear Mr D R LoBianco

**SUBURBAN RAIL LOOP EAST PROJECT - DRAFT AMENDMENT C255WHSE TO
THE WHITEHORSE PLANNING SCHEME/S**

As an integrated transport and housing project, Suburban Rail Loop (SRL) will help shape how Melbourne grows in the decades ahead – delivering more homes in the communities people want to live and close to the people they love.

By building the new underground SRL stations alongside diverse and affordable housing options – and supported by new schools, open space and better transport links – we will ensure more Victorians can find a home, close to jobs, universities, services and world-class transport.

Suburban Rail Loop Authority (SRLA) is preparing draft Structure Plans and draft Planning Scheme Amendments for the six SRL East station precincts of Cheltenham, Clayton, Monash, Glen Waverley, Burwood and Box Hill.

These documents and the changes they propose are designed to ensure the full benefits of SRL East can be realised and the best long-term outcomes for the local community are achieved. The draft Structure Plan sets the vision and framework to guide growth in the SRL Box Hill Structure Plan Area for the next 15 years, and the draft Planning Scheme Amendment implements changes to the planning controls that apply in that area.

Why have i received this notice?

You are the owner or occupier of a property that may be affected by proposed changes to the Planning Scheme/s as part of the SRL East project, as outlined below.

Your affected property/properties	11/20 Ashted Road BOX HILL VIC 3128
SRL East Precinct	Box Hill
Planning Schemes impacted	Whitehorse
Draft amendment reference	C255whse

What is changing?

The changes proposed by the draft Planning Scheme Amendments include:

- Rezoning properties to apply the Precinct Zone
- Applying a Built Form Overlay
- Applying a Parking Overlay
- Removing redundant overlays in particular locations
- Updating Planning Scheme maps and making changes to local policy to support implementation of the Structure Plans
- Introducing the Structure Plans and Implementation Plans as background documents to the Planning Schemes

What does this mean for me?

You can find out more about these changes – and what they may mean for your property – through the upcoming engagement process.

The draft Structure Plans and draft Planning Scheme Amendments, together with other documents which informed their preparation, will be publicly available for review on the Engage Victoria website from **Monday 17 March until Tuesday 22 April 2025**. During this time, community members are encouraged to review the draft Structure Plans and draft Planning Scheme Amendments and make written submissions if they wish.

During the public comment period, you can access information about the draft Structure Plans and the proposed changes to the Planning Schemes by going to <https://engage.vic.gov.au/suburban-rail-loop>. This also includes information on the public locations where you can view hard copies of the draft Structure Plans and draft Planning Scheme Amendments and other documents that informed their preparation.

An interactive tool available at <https://engage.vic.gov.au/suburban-rail-loop> will allow you to view the changes proposed at any nominated property.

SRLA will be holding information sessions during the public comment period to discuss the proposed changes and answer any questions you may have. Session details can be found on the Engage Victoria website.

How can I make a submission?

The engagement process will enable community members to have their say on the draft Structure Plans and proposed changes to the Planning Schemes.

Submissions can be made via the **Engage Victoria** website from 17 March 2025: <https://engage.vic.gov.au/suburban-rail-loop> **Submissions must be received by 11.59 pm on Tuesday 22 April 2025.**

All submissions must include the name and address of the person making the submission. Submissions will be treated as public documents and will be published on the Engage Victoria website.

Once you have made your submission, you will receive an acknowledgment of receipt.

What will happen next?

The draft Structure Plan and draft Planning Scheme Amendment will be reviewed in light of the feedback received.

An Advisory Committee will then provide advice to the Minister for Planning on the draft Structure Plans and draft Planning Scheme Amendments. The terms of reference for the Advisory Committee will be made available closer to the commencement of the Committee hearings.

CONFIDENTIAL

You can learn more about the role of Advisory Committees in decision making by going to www.planningpanels.vic.gov.au/guides-and-resources/committees-and-inquiries

Following the Advisory Committee process, SRLA will request the Minister for Planning to approve the Planning Scheme Amendments without any further notice.

Want to know more?

More information about the SRL East Structure Planning process can be found on the SRL website. If you have any questions, please contact us on 1800 105 105 or by writing to us at contact@srla.vic.gov.au

I encourage you to participate in the draft Structure Plan and draft Planning Scheme Amendment process to help shape the future of your suburb and to help us achieve the best outcomes for the community.

Yours sincerely



Frankie Carroll

Chief Executive Officer

Suburban Rail Loop Authority



17th February 2026

First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA

Dear First Class Legal C/- InfoTrack (InTouch) C/- LAND,

RE: Application for Water Information Statement

Property Address:	11/20 ASHTED ROAD BOX HILL 3128
Applicant	First Class Legal C/- InfoTrack (InTouch) C/- LAND LANDATA
Information Statement	31011959
Conveyancing Account Number	7959580000
Your Reference	62288

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	11/20 ASHTED ROAD BOX HILL 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	11/20 ASHTED ROAD BOX HILL 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

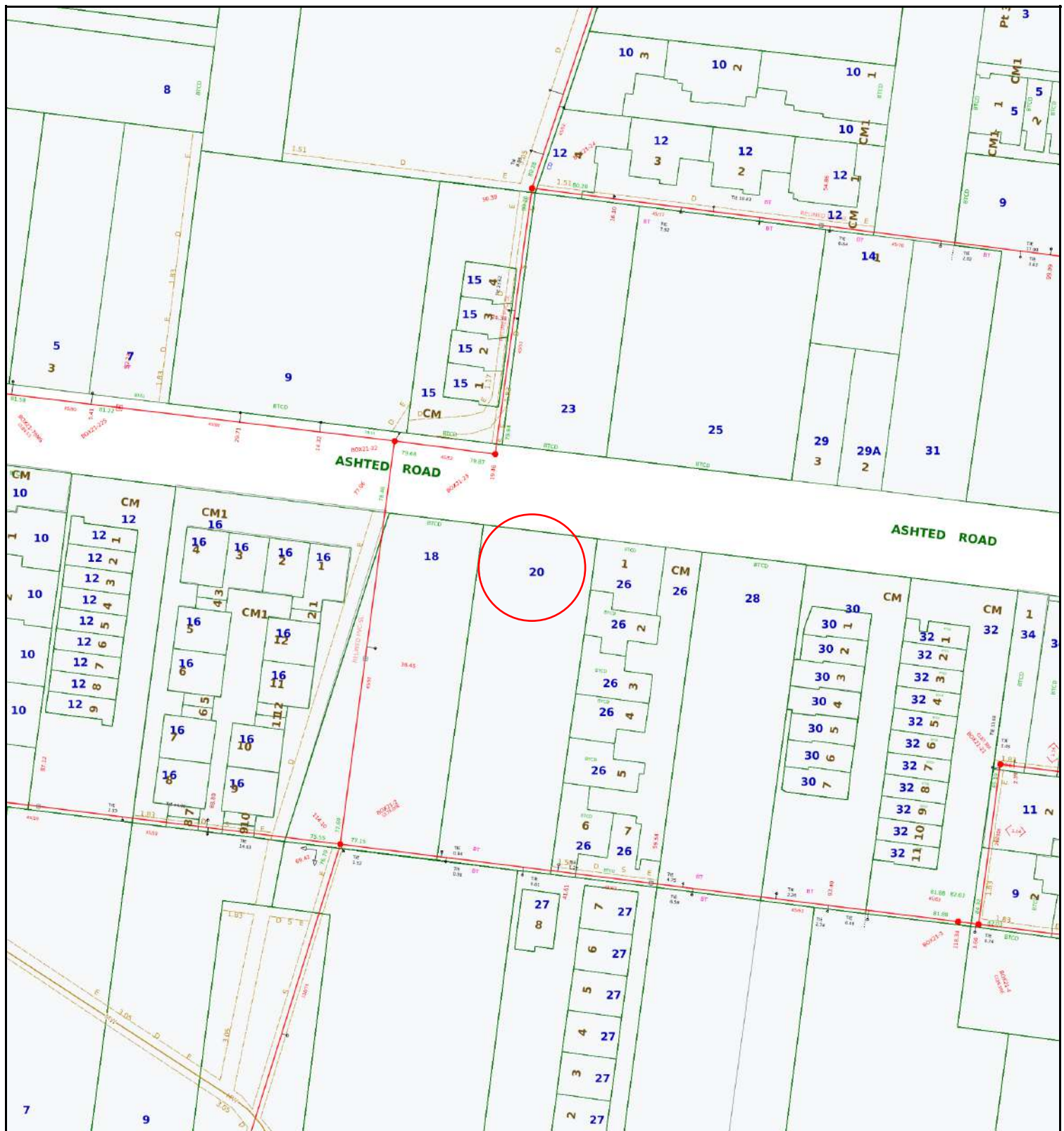
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 31011959**

Address	11/20 ASHTED ROAD BOX HILL 3128
Date	17/02/2026
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1489130000
Rate Certificate No: 31011959

Date of Issue: 17/02/2026
Your Ref: 62288

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 11/20 ASHTED RD, BOX HILL VIC 3128	11\RP12550	1165177	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 2.000000kL x \$3.57240000 = \$7.14</i> Estimated Average Daily Usage \$0.07	29-10-2025 to 04-02-2026	\$7.14	\$7.14
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$200.82



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

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

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

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

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

Property No: 1165177

Address: UNIT 11/20 ASHTED RD, BOX HILL VIC 3128

Water Information Statement Number: 31011959

HOW TO PAY



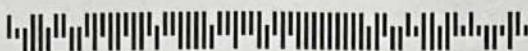
Biller Code: 314567
Ref: 14891300003

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Your quarterly bill



734233-001 000657(1313) D028 H4



MR D LOBIANCO
28 ZARRO ST
SCORESBY VIC 3179

Enquiries 1300 304 688
Faults (24/7) 13 27 62
Account number 14 8913 0000
Invoice number 1485 3553 76968
Issue date 5 Feb 2026
Property address UNIT 11, 20 ASHTED RD BOX HILL
Property reference 1165177, RP 12550
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$205.12
Payment received thank you	-\$205.12
Balance carried forward	\$0.00
This bill	
Usage charges	\$7.14
Service charges	
Water supply system	\$20.80
Sewerage system	\$119.92
Other authority charges	
Waterways and drainage	\$30.82
Parks	\$22.14
Total this bill (GST does not apply)	\$200.82
Total balance	\$200.82

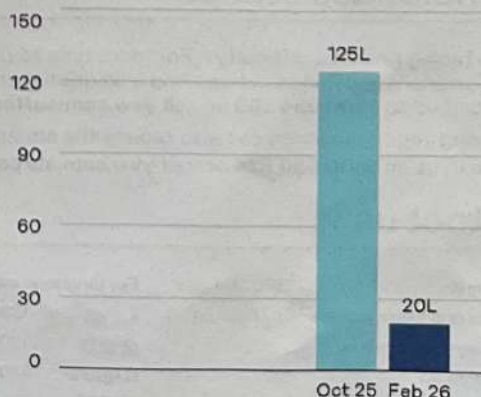


- Usage charges
- Service charges
- Other authority charges

B Pay - VISA
27/2/26
415600

Your household's daily water use

Target 150L of water use per person, per day.



Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.

This bill
\$1.51

Last year
N/A

Average use in litres per day

Property Clearance Certificate

Land Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	26/01207
Certificate No:	98216215
Issue Date:	16 MAR 2026
Enquiries:	MXH10

Land Address: UNIT 11, 20 ASHTED ROAD BOX HILL VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3893446	11	12550	9295	142	\$975.00
			9295	146	

Vendor: LINA LO BIANCO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS LINA RITA LOBIANCO	2026	\$180,000	\$975.00	\$0.00
				\$975.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$290,000
SITE VALUE (SV):	\$180,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$975.00



Notes to Certificate - Land Tax

Certificate No: 98216215

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$180,000

Calculated as \$975 plus (\$180,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,900.00

Taxable Value = \$290,000

Calculated as \$290,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 98216215

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 98216215

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference: 26/01207

Certificate No: 98216215

Issue Date: 16 MAR 2026

Enquires: MXH10

Land Address: UNIT 11, 20 ASHTED ROAD BOX HILL VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3893446	11	12550	9295	142	\$0.00
			9295	146	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$290,000

SITE VALUE: \$180,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98216215

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	26/01207
Certificate No:	98216215
Issue Date:	16 MAR 2026

Land Address: UNIT 11, 20 ASHTED ROAD BOX HILL VIC 3128

Lot	Plan	Volume	Folio
11	12550	9295	142
		9295	146

Vendor: LINA LO BIANCO
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 98216215

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 98216211 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 98216211 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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OWNERS CORPORATION CERTIFICATE
s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018

Owners Corporation (1) Plan No. RP 12550

Re: InfoTrack on behalf of First Class Legal
Property: Lot 11, 20 ASHTED ROAD BOX HILL VIC 3128
Your Ref: 26/01207

This certificate is issued for Lot 11 known as Unit No. 11 on Registered Plan No 12550 the postal address of which is 11 /20 ASHTED ROAD BOX HILL VIC 3128

1. The current fees for the above lot are \$2340.00 per annum payable half yearly in advance and due on the First day of January and July each year.
2. The fees are paid up until 30/06/2026.
3. The total of unpaid fees or charges for the lot is: \$0.40.
4. No special fees or levies have been struck except:

Due Date	Description	Amount	Date Struck
1/02/2026	Special Levy - Roof Repairs 6 of 6	\$0.40	16/01/2026

5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-

- Please see attached the AGM minutes 2025 for projects that may require levy in the future.

Roof Replacement:

Funds have been raised for roof replacement and will be replaced shortly once roof specialists get building permit .

Carport Roof Repairs:

Carport Roof repairs to be paid by OC funds. No special levy at this stage, waiting on revised quote from the plumber.

6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU
No. of Policy:	18838
Kind of Policy:	RESIDENTIAL STRATA
Buildings Amount:	\$4,830,000
Legal Liability Amount:	\$30,000,000
Buildings Covered:	ALL
Common Contents:	\$48,300
Renewal Date:	15/06/2026

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 made up of :-

<u>Fund Description</u>	<u>General Account</u>
OC Fees	\$97,231.13
TOTAL	\$97,231.13

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-

- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.

10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-

- Agreements -

- 1. Gardening services - Oljana Group**
- 2. Common electricity - AGL**
- 3. Essential safety measures - Linkfire**
- 3. Cleaning gutters and downpipes - Vacuum Gutter Cleaning**
- 4. Window cleaning - Broadway Window Cleaning**

- Contracts -

- 1. Owners corporation management services - MBCM Box Hill**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-

- None to our knowledge.

12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-

- None to our knowledge.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-

- to recover the debts of members if significant arrears arise.

Additional information

- 1. Bulk hot water supplied by Origin Energy**
- 2. Asbestos Report attached**

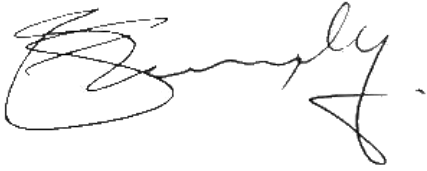
14. The Owners Corporation has appointed a manager as follows:-

Name MBCM Strata Specialists BOX HILL
Address 22 Church Street Hawthorn 3122

15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1)
Registered Plan No 12550.

Dated this Twenty-fifth day of February 2026



Gary Murphy (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists BOX HILL
22 Church Street Hawthorn 3122
info@boxhill.mbcm.com.au

NOTE:

1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.

2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

- (i) a copy of the Rules of the Owners Corporation.
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting.

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

- 1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
- 2. The information is subject to change without notice.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.



Biller Code: 96503
Biller Reference: 303669758 11574



MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN No RP12550 20 ASHTED ROAD, BOX HILL 3128

Minutes of the Annual General Meeting held at MBCM Box Hill via
Zoom Meeting on Tuesday 29th July 2025 at 4 pm

TIER - Owners Corporation Tier 3

ELECTION OF MEETING CHAIRPERSON

It was resolved that Louisa Herbert from MBCM Box Hill act as Chair of the meeting. Mr Gary Murphy from MBCM Box Hill also attended the meeting.

APOLOGIES/PROXIES/ENTITLEMENT TO VOTE

Lot 4	Kok Fai & Connie Siu Mee Chan
7	Mr Yui Choi
8	Mrs Jan Tyquin by proxy to Louisa Herbert
11	Mr Domenic Lobianco & Mrs Lina Libianco

All members represented at the meeting possessed voting rights.

QUORUM

As there were insufficient owners present to form a quorum all decisions (other than any decisions the subject of a special or unanimous resolution) are interim decisions in accordance with Section 78 (4) of the Owners Corporations Act 2006 which states:
"Interim resolutions become resolutions of the owners corporation- subject to paragraphs (b) & (c), 29 days from the date of the interim resolution; or
if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

NOTE: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29-days after it is made but if notice of a special general meeting is given within that 29-day period, the interim resolution cannot be acted on until the resolution is confirmed at that

meeting (which must be held within 28-days after the notice is given) or if the meeting is not held, until the end of that 28-day period.”

CONFIRMATION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The minutes of the previous Annual General Meeting held on the 21st October 2024 were taken as read and received as a true record of that meeting.

REPORTS:

ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

It was resolved that the Financial Statement as presented, be adopted as a true record of the transactions of the Owners Corporation for the year ending 30 June 2025.

MANAGER’S REPORT

The Manager advised the meeting that MBCM BOX HILL are registered with the Business Licensing Authority, Registration Number 1590 and that we hold Professional Indemnity insurance, as per the Managers’ report tabled with the Notice of Agenda.

It was unanimously resolved to adopt the Manager’s report as tabled.

COMMITTEE REPORT

The financial report forms the Committee report, which was unanimously adopted.

OTHER REPORTS – COMPLAINTS, DEBT RECOVERY (VCAT), BUILDING ORDERS AND/OR NOTICES

Grievance Committee Report - The Manager advised the meeting that no formal complaints had been received in the 12-month period under review, nor were any matters referred to VCAT in the previous 12 months.

The dispute resolution procedure was resolved at a previous Annual General Meeting:

- i. to adopt the Model Rules – Dispute Resolution;
- ii. that all Owners form the Owners Corporation Grievance Committee; and
- iii. that the Manager be authorised to represent the Owners Corporation at any VCAT Hearing.

Debt recovery (VCAT/Magistrates Court) – Nothing to report.

Building Orders – No Building Orders

APPOINTMENT OF MANAGER & DELEGATION OF POWERS & FUNCTIONS

It was unanimously resolved:

1. To appoint Kwalata Pty Ltd trading as MBCM BOX HILL, as the Manager of the Owners Corporation.
2. That the Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than the power or function that requires a unanimous resolution or special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

In accordance with Part 12 of the Owners Corporations Act 2006 the Manager is registered with the Business Licensing Authority, Registration No. 1590.

2 Members of the Owners Corporation will be sent the Management contract to sign on behalf of the Owners Corporation for 12 Months contract. This will be sent via the Bunny Docs platform.

SAFETY, ASBESTOS, HEALTH & FIRE:

OCCUPATIONAL HEALTH & SAFETY:

The Manager advised the meeting that to comply with the Occupational Health & Safety (OH&S) requirements it is essential that any items of maintenance that are required to the common property are reported to enable rectification work to be undertaken. This includes items such as trip hazards on paths of access and egress, oil spills or slippery surfaces and items that are not adequately supported such as leaning fences or dislodged windows or guttering.

It was resolved not to have an audit undertaken for the property at this stage and that Owners would be responsible to monitor the common areas and advise the Manager as soon as possible of any items requiring attention.

ESSENTIAL SAFETY MEASURES/FIRE INSPECTION & MAINTENANCE (ESSENTIAL SERVICES):

The Owners resolved to meet their compulsory obligations to test and maintain fire and safety equipment as per the Building Regulations 2006, and to the Australian Standard nominated on the building permit and occupancy certificate or the standards at the build date. The mandatory annual certification known as the Annual Essential Safety Measures Report (AESMR) must be completed and signed on the anniversary of the Occupancy Permit. www.buildingcommission.com.au

The Owners unanimously resolved that Linkfire be appointed to act as the Agent for Owners Corporation RP12550 for the specific purpose of having authority to sign the Annual Essential Safety Measures Report (AESMR) for the common property only and/or private property of all Suites/Units. The last AESMR was dated 10th Sep 2024

As a mandatory obligation, the manager is authorised to affect immediate repairs to meet on-going compliance and avoid fines and/or building orders.

Owners are reminded they must notify the Owners Corporation regarding any penetrations within their lot. Owners must also check individual fire doors, smoke alarms and air conditioners within the lot. The Owners Corporation must be notified of any changes to relevant notices or additional occupancy permits.

ASBESTOS REPORTS:

An Asbestos report was completed on 25/10/2022 by QIA By Law, a further report is due to be completed in 2027 (every 5 years).

A copy of the report and register is available on the website for the property.

ADOPTION OF THE APPLICATION OF PENALTY INTEREST TO ARREARS & TAKING MATTERS TO VCAT FOR OUTSTANDING ARREARS

It was unanimously resolved to adopt the following resolutions:

Resolution: The Owners Corporation resolves to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate prescribed from time to time under the *Penalty Interest Rates Act 1983* which is currently 10%.

Resolution: The Owners Corporation resolves to commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due against any Lot Owner of the Owners Corporation in any Court of competent jurisdiction in the case of bankruptcy or proceedings against a company. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee.

Resolution: All costs and expenses arising out of any breach by a Lot Owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable on an indemnity basis by any Lot Owner in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

INSURANCE VALUATION:

The Owners Corporation resolves adopt the indexed amount at the next renewal.

- **MBCM to adopt the indexed amount at the next renewal.**

INSURANCE:

The Manager advised the meeting that he is an Authorised Representative for Honan Insurance Brokers; and that he is required to obtain clear instructions for the renewal of the insurance. The Manager advised the meeting that regular property valuations for insurance purposes should be obtained to accurately assess an appropriate building sum insured figure.

The Owners Corporation resolved to arrange quotation directly through a broker and these will be distributed to Committee for consideration. The Owners Corporation resolves that the legal liability of \$30,000,000 remains the same. The Owners Corporation resolves the Office Bearers cover remains the same.

- **MBCM to obtain quotations through a broker. These will then be circulated to the Committee for consideration.**

INSURER:	CHU	BROKER:	HONAN INSURANCE BROKERS
POLICY NUMBER:	18838	RENEWAL DATE:	15/12/2025
VALUATION DATE:	5/10/2023	VALUATION SUM:	\$4,600,000.00
CURRENT COVER		COVER IN THE UPCOMING RENEWAL	
BUILDING SUM:	\$4,830,000.00	VALUATION AMOUNT	
LEGAL LIABILITY:	\$30,000,000.00	\$30,000,000	
COMMON CONTENT:	\$48,300.00	AS SUGGESTED	
OFFICE BEARERS:	\$1,000,000	\$1,000,000	
MACHINERY BREAKDOWN:	\$0.00	NOT SELECTED	
CATASTROPHE:	\$0.00	NOT SELECTED	
LOSS OF RENT:	\$690,000.00	AS SUGGESTED	
VOLUNTARY WORKERS	\$200,000.00	AS SUGGESTED	
EXCESS:	\$2,000.00	AS SUGGESTED	
ADDITIONAL EXCESSES:	Water Damage: \$5,000 Exploratory Costs – Burst Pipes: \$5,000 Legal Defence Expenses - \$1,000 Individual Owner Pays Excess		

An updated financial services guide is available on the <https://mbcm.com.au/local-branch/vic/box-hill> website. The Product Disclosure Statement is available via the following website; CHU – www.chu.com.au

Notation 1: Owners are reminded that the Owners Corporation insurance **DOES NOT** cover contents or personal Public Liability inside the Units. Each owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord's Contents cover.

Notation 2: Please be advised that the Lot Owners' Contents is generally not covered; please refer to the Product Disclosure statement for more information. This cover generally does not include:

- built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- computers, electronic and electrical equipment, garden equipment;
- Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Please refer to the Product Disclosure Statement for more information about what is and is not covered under the terms of the policy. If you have any questions regarding what is and is not covered, please email the Manager and this will be passed onto the insurer and/or broker to obtain more information about this matter.

Owners are requested to notify the Manager of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised, and disclosure requirements are complied with.

General Advice Warning - This advice may not be suitable for you because it is general advice. We recommend that you refer to the Product Disclosure Statement provided to make your own assessment on whether the product satisfies your needs and objectives. If you require personal advice regarding your cover or sums insured, please contact the insurer.

GENERAL BUSINESS:

WINDOW CLEANING:

It was unanimously resolved that the Owners Corporation arrange with Broadway the annual window cleaning to be undertaken in May each year.

- **MBCM to arrange the annual window cleaning in May each year.**

GUTTER CLEANING:

It was unanimously resolved that the Owners Corporation arrange with Vacuum Gutter the annual cleaning of the gutters and downpipes of all Units to be undertaken in September.

- **MBCM to arrange the annual gutter cleaning in September each year**

GARDENING/CARETAKING:

It was unanimously resolved that the gardening services continue to be provided by Oljana Group.

ROOF REPLACEMENT:

It was agreed by Special Resolution on the 7th July that more than twice the annual budget will be struck in fees to cover the costs of the roof replacement project.

The selected contactor, Roof Specialists, confirmed that their pricing remains the same as the original quote provided. This is \$100,800 as it is inclusive of the insulation batts. This was agreed to at the previous AGM. It was agreed that the blankets for insulation would increase to 75mm to be in line with the other quotes provided. This is to be noted when sending the work order to the contractor for this job.

It was resolved to ask if the anchor points that are listed on the quotation of \$400 (approximately 8 – 10 anchor points needed) + GST is a legislative requirement to be installed for this project.

Following the AGM Roof Specialists were contacted about this matter. They advised that this is not a legislative requirement to have the anchor points installed.

As such, it was resolved that the timing of this job take place in late January.

The levy will be split on a monthly basis from August until January on a monthly basis. This will take the total cost of the works and then divide by six payments. These payments will be broken into the units of liability, as per the Plan of Subdivision.

- **MBCM to levy all owners for the cost of the roof works in 6 instalment payments. The works are due to commence in January**
- **MBCM to sent the work order to Roof Specialists with this timeframe for the works to be completed**

SUBURBAN RAIL LOOP:

The suburban rail loop hearings are occurring in August. Owners were sent this information from them, as the Owners Corporation had submitted an objection to their proposed works.

BUDGET AND OWNERS CORPORATION (OC) FEES:

Adoption of budget – It was resolved to adopt the Budget, allowing for expenditure of \$30,000.00 for the year and that the Owners Corporation (OC) Fees are to be remain unchanged. The OC Fees will be as per attached budget document. This is based upon the total budget, which is then split depending upon the units of liability as per the Plan of Subdivision.

Owners Corporation (OC) fees are payable half yearly in advance and due on the first day of January, April, July, and October of each year.

ELECTION OF COMMITTEE & REVIEW OF DELEGATION TO COMMITTEE

As per Section 11 of the Owners Corporations and Other Acts Amendment Act 2021, the Owners Corporation resolved to:

- elect a number to serve on the Committee between 3 and 7 Members.
- delegate to the Members of the Committee who are Lot Owners of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporations and Other Acts Amendment Act 2021; and
- delegate to the Committee the power to act as Grievance Committee.

At the first Committee Meeting, the Committee will:

- elect a Committee Chairperson.
- elect a Committee Secretary.

In accordance with Section 100 of the Owners Corporations Act 2006, the following Owners Corporation members were elected to the Committee:

Lot 4	Mr Kok Fai & Mrs Connie Siu Mee Chan
7	Mr Yui Choi
11	Mr Domenic Lobianco

The Committee discussions usually take place via email, unless the Committee resolve to meet formally. All Committee members are happy to share email addresses with each other.

OWNERS CONTACT DETAILS NOTATION:

Owners are reminded of their obligation to advise the Owners Corporation Manager of any change of contact details (e.g., change of address or change of business or private telephone contact numbers), and real estate details for your unit since urgent situations can arise (e.g. plumbing or electrical) where contact with an Owner is highly desirable prior to a commitment being made to undertake certain works.

MAJOR WORKS/ ADDITIONAL DUTIES CHARGES

Please note that in accord with the schedule at Section 2.2 of the Management Agreement Major Works and Additional Duties performed by the Owners Corporation Manager that are NOT considered part of the normal Owners Corporation Duties will attract a fee in accordance with the Management contract.

EMERGENCY AFTER HOURS SERVICE

MBCM Boxhill offers an after-hours emergency Owners Corporation repairs & maintenance service to its clients. For any emergency Owners Corporation matters please call **Scotia Group servicing on 1300 726 842** during office hours.

Any callout that is not an Owners Corporation matter may involve a fee being paid by the caller in the vicinity of \$60+GST for a service fee or minimum \$600+GST for a site attendance.

There being no further business the meeting closed at 4:40 pm.

Enclosed:

- **Updated budget and financial statement agreed to at the Annual General Meeting**
- **Notice of interim resolutions for the AGM**
- **Roof specialists quotation**

Date of issue: 30/07/2025



6 August 2025

Owners Corporation Members
20 ASHTED ROAD
BOX HILL 3128

Dear Owners Corporation Members,

RE: Notice of Owners Corporation Interim Resolution - OC Plan 12550

We attached the minutes of the meeting dated 21/10/2024.

Notice of interim resolution

As there were insufficient owners present to form a quorum all decisions made at the meeting are interim decisions. The interim resolutions will become the decision of the owners corporation if no petition (from lot owners representing more than 25% of the total votes) is received by the secretary against the resolution within 29 days of the interim resolution being passed.

What you must do

If you disagree with the result of the interim decision, you must petition the manager in writing to call another meeting within 28 days of the meeting.

You can contact your manager:

MBCM Box Hill

PO Box 1376

Box Hill VIC 3128

Phone: (03) 7052 9167

Email: info@boxhill.mbcm.com.au

Regards,

Louisa Herbert

Owners Corporation Manager

OC Plan 12550

FINANCIAL REPORT FOR YEAR END 30/06/2025
OC Fees
INCOME STATEMENT

	30/06/2025	30/06/2024
RECEIPTS		
Interest on Arrears	\$4.95	\$18.57
Miscellaneous Income	\$250.00	\$0.00
OC Admin Fees	\$26,389.09	\$26,707.72
Special Levy - Shortfall In Funds	\$7,986.00	\$0.00
Special Levy - Tree Related Maintenance	\$0.00	\$124.80
	<u>\$34,630.04</u>	<u>\$26,851.09</u>
Less PAYMENTS		
Accounting Fee - Tax Return	\$0.00	\$110.00
Debt Recovery Management Services	\$252.00	\$25.00
Disbursements	\$921.00	\$921.00
Electricity	\$563.71	\$712.54
ESM Inspections	\$526.24	\$506.00
Essential Services Repairs	\$202.40	\$0.00
Gardening	\$5,055.20	\$5,382.85
Gutter Cleaning	\$220.00	\$220.00
Insurance Premiums	\$11,341.91	\$6,355.99
Insurance Valuation	\$0.00	\$540.00
OC Management Fees	\$4,464.00	\$4,251.00
OH&S Repairs	\$357.00	\$1,791.90
OHS Inspections and Report	\$184.00	\$175.00
Refund to Units	\$0.00	\$1,128.00
Repairs and Maintenance	\$1,353.00	\$7,741.40
Schedule 2.2 Fees	\$1,790.00	\$83.05
Small Projects	\$0.00	\$220.00
Trade Compliance OHS Monitoring Management Service	\$99.00	\$99.00
Water	\$935.24	\$896.67
Window Cleaning	\$528.00	\$451.00
	<u>\$28,792.70</u>	<u>\$31,610.40</u>
SURPLUS (DEFICIT) FOR YEAR	<u>\$5,837.34</u>	<u>\$(4,759.31)</u>

20 ASHTED ROAD BOX HILL 3128

FINANCIAL REPORT FOR YEAR END 30/06/2025

OC Fees

MEMBERS' FUNDS

AS AT 30 June 2025

		30/06/2025	30/06/2024
CASH BOOK			
	Opening Balance	\$5,554.34	\$10,313.65
	Surplus (Deficit) for Year	\$5,837.34	\$(4,759.31)
	CASHBOOK BALANCE	\$11,391.68	\$5,554.34
ASSETS			
	Cash At Bank	\$11,391.68	\$5,554.34
	Investment Account	\$0.00	\$0.00
	Investment Interest Income Non Bank	\$0.00	\$0.00
	OC Fees Owing	\$0.00	\$0.00
Less LIABILITIES			
	OC Fees paid in Advance	\$10,080.01	\$10,911.32
	ACCUMULATED FUNDS (DEFICIT)	\$1,311.67	\$(5,356.98)

OC Fees
MAINTENANCE EXPENDITURE STATEMENT

FOR YEAR ENDING 30 June 2025

Unit No.	Activity No.	Date Paid	Work details & Payee	Expenditure
		03/09/2024	Installed timer on PE cell GLENN WEAVER ELECTRICS PTY LTD	\$330.00
		08/10/2024	Main Switchboard check DAYTONA ELECTRICAL	\$297.00
		03/12/2024	Cleared blocked sewer CHEAP N RELIABLE PLUMBING	\$418.00
		15/01/2025	Remove fallen tree TYMALINE BUILDING SERVICES PTY LTD	\$308.00
				\$1,353.00

ESSENTIAL SERVICES EXPENDITURE STATEMENT

FOR YEAR ENDING 30 June 2025

Unit No.	Activity No.	Date Paid	Work details & Payee	Expenditure
		08/08/2024	Smoke alarm replacements LINKFIRE PTY LTD	\$202.40
				\$202.40

OH&S EXPENDITURE STATEMENT

FOR YEAR ENDING 30 June 2025

Unit No.	Activity No.	Date Paid	Work details & Payee	Expenditure
		22/08/2024	Install safety line marking car park ALTERNATIVE REMEDIAL SOLUTIONS	\$357.00
				\$357.00

SCHEDULE 2.2 MANAGEMENT FEE EXPENDITURE STATEMENT

FOR YEAR ENDING 30 June 2025

Unit No.	Activity No.	Date Paid	Work details & Payee	Expenditure
	22-18	25/07/2024	Roof replacement project time (22hours) charged 7 MBCM BOX HILL	\$1,540.00
	22-18	25/10/2024	Special resolution ballot twice annual fees MBCM BOX HILL	\$250.00
				\$1,790.00

FINANCIAL REPORT FOR YEAR END 30/06/2025
OC Fees
BUDGET ESTIMATE

FOR YEAR ENDING 30 June 2026

Budget 2025	Item	Actual 2025	Budget 2026
\$55.00	Accounting Fee - Tax Return	\$0.00	\$55.00
\$0.00	Debt Recovery Management Services	\$252.00	\$0.00
\$921.00	Disbursements	\$921.00	\$921.00
\$891.00	Electricity	\$563.71	\$891.00
\$506.00	ESM Inspections	\$526.24	\$530.00
\$0.00	Essential Services Repairs	\$202.40	\$0.00
\$5,540.00	Gardening	\$5,055.20	\$5,355.00
\$220.00	Gutter Cleaning	\$220.00	\$220.00
\$13,761.00	Insurance Premiums	\$11,341.91	\$13,390.00
\$4,464.00	OC Management Fees	\$4,464.00	\$4,687.00
\$0.00	OH&S Repairs	\$357.00	\$0.00
\$0.00	OHS Inspections and Report	\$184.00	\$0.00
\$2,106.00	Repairs and Maintenance	\$1,353.00	\$2,211.00
\$0.00	Schedule 2.2 Fees	\$1,790.00	\$0.00
\$99.00	Trade Compliance OHS Monitoring Management Services	\$99.00	\$99.00
\$986.00	Water	\$935.24	\$1,086.00
\$451.00	Window Cleaning	\$528.00	\$555.00
\$30,000.00		\$28,792.70	\$30,000.00

The fund for next year's budget remains unchanged

OC FEE BREAKDOWN

FOR BUDGET AMOUNT

Unit	Liability 1	Liability 2	OC Fees	Frequency
1	94.00 +	0.00	\$2,820.00	(2 x \$1,410.00)
2	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
3	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
4	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
5	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
6	94.00 +	0.00	\$2,820.00	(2 x \$1,410.00)
7	94.00 +	0.00	\$2,820.00	(2 x \$1,410.00)
8	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
9	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
10	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
11	78.00 +	0.00	\$2,340.00	(2 x \$1,170.00)
12	94.00 +	0.00	\$2,820.00	(2 x \$1,410.00)
	1000.00 +	0.00	\$30,000.00	

Common Property Asbestos Register 5 Yearly Review

For

20 Ashted Road

20 Ashted Road, Box Hill, VIC 3128

Scheme Number: 12550



COMPILED BY: STEVE VILJOEN

On 25 October 2022

QIA JOB REF No. 179791

Professional Indemnity Insurance Policy Number 96 0968886 PLP

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Beenleigh QLD 4207

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QIA Group Pty Ltd
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REPORT OUTLINE

Section 1 – summarises the purpose, scope and methodology of the assessment and report.

Section 2 – provides a summary of the updated risk assessment of the Asbestos Containing Materials register as identified in the Initial Asbestos Register for the Building.

Section 3 – provides information as to the basis and scope of the report.

Section 4 – provides general information as to the obligations of owners and additional information about asbestos management and control.

NOTE:

This assessment is provided as an update to the Initial Asbestos Containing Materials Register and Management Plan for the Scheme and must be read in conjunction with it. This report does not replace the Asbestos Management Plan for the Scheme. The asbestos register and each subsequent assessment must be readily accessible to workers and their representatives, employers within the scheme and any person removing or working with and Asbestos Containing Material. This report has resulted from a non-destructive visual survey - should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report

SECTION 1 – PURPOSE OF REPORT

This report presents the findings of a reinspection of previously identified or suspected Asbestos Containing Materials at 20 Ashted Road, Box Hill, VIC 3128. The review was carried out on 25 October 2022 at the request of the Owners.

Scope of report

The **Common Property Asbestos Register Annual Assessment** undertaken at 20 Ashted Road, Box Hill, VIC 3128 was non-destructive and non-intrusive in nature. The Assessment is a reinspection of all of the previously identified or suspected Asbestos Containing Materials found in the building as per the Initial Asbestos Containing Materials Report for the building. The extent of the survey was limited to the following areas:

- The readily accessible interior and exterior common areas of the building;
- Amenities and immediate surrounding land.

The survey **did not** include the inspection or assessment of the following areas:

- Roof above 2.4m other than where access is provided via permanent stairs or ladder
- Sub floor areas
- Exterior ground surfaces and sub-surfaces (e.g. infill/soil) and underground pipework.
- Inside ductwork unless inspection panels are provided
- Inside plant or equipment with no access or where tools are required to gain access
- Concealed cavities
- Formwork and cables in sub-ground floor slab or encased in floor slabs for subsequent floors.

The survey was undertaken during normal business hours and the building was occupied at the time of the assessment.

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SECTION 2 - ASBESTOS MANAGEMENT PLAN 5 YEAR SUMMARY 25 October 2022

The Asbestos Containing Materials identified in the Initial Asbestos Report remain intact and their condition remains unchanged from the previous report, no further action is required should the condition of the materials identified below remain unchanged.

Should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the *Work Health and Safety Act Regulation 2011 and Codes of Practice*, available from the relevant state based Worksafe Authority and refer to example Safe Work Practices at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan.

If asbestos containing materials have been removed, encapsulated, or modified after the Initial Asbestos Report, the changes must be noted in the onsite Register and Management Plan. A copy of the Clearance Certificate issued by the removalist must also be appended to the onsite register. If the above information is not available onsite, we must presume that the asbestos containing materials are still to some extent present until the relevant clearance information is provided.

We note that the Asbestos Containing Materials (ACM) identified in the Initial Report have not been labelled. It is a requirement of the *Code of Practice – How to Manage and Control Asbestos in the Workplace* and the *Work Health and Safety Regulation 2011*, that the location of the ACM be clearly indicated by a label if reasonably practicable. The location of labels should be consistent with the location listed in the asbestos register. We have included a quotation for the labelling of the ACM in Appendix 1 of this report

The Items below are the Items as they were identified and noted in the Initial Report. Any notations included with this report are added because of changes identified at the inspection.

Our onsite inspection that took place on the 18 October 2022 noted the following:

1. An Asbestos Register is in the Electrical Meter Box.
2. There is an ACM sign at the entrance to the building.
3. There is no Records Enclosure box on-site.
4. No Asbestos Labelling on site.

Item 1 - Initial report dated 20 October 2017

A representative sample of a cement sheet stairwell ceiling was taken, and analysis revealed that chrysotile (white) asbestos materials **were** evident – please refer the laboratory analysis attached to the initial report. Given that the sample area of the cement sheet stairwell ceiling tested positive for asbestos we recommend that all similar cement sheet stairwell ceilings, verandah ceilings and soffits be treated as containing Asbestos.

Update, 25 October 2022

No change was noted at the site inspection on the 18 October 2022.

Action to be taken

Leave in place, label, and maintain.

Item 2 - Initial report dated 20 October 2017

We have examined a Unit Entry Door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of a fire door can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.

Update, 25 October 2022

Not inspected. No Asbestos Containing Materials (ACM) previously identified.

Item 3 - Initial report dated 20 October 2017

We have examined a Common Area door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rate door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of a fire door can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.

Update, 25 October 2022

Not inspected. No Asbestos Containing Materials (ACM) previously identified.

Item 4 - Initial report dated 20 October 2017

A representative sample of the hot water plant room sub insulating board was taken and analysis revealed that chrysotile (white) asbestos materials **were** evident – please refer the laboratory analysis attached to the initial report. Given that the sample area of the hot water plant room sub insulating board tested positive for asbestos we recommend that all switchboards that have a Zelemite insulating board be treated as containing Asbestos.

Update, 25 October 2022

No change was noted at the site inspection on the 18 October 2022.

Action to be taken

Leave in place, label, and maintain.

Item 5- Initial report dated 20 October 2017

A representative sample of the hot water cement sheet flue pipe was taken, and analysis revealed that amosite (brown), Chrysotile (white) and crocidolite (blue) asbestos materials **were** evident – please refer the laboratory analysis attached to the initial report. Given that the sample area of the hot water cement sheet flue pipe tested positive for asbestos we recommend that all similar cement sheet flue pipes be treated as containing Asbestos.

Update, 25 October 2022

No change was noted at the site inspection on the 18 October 2022.

Action to be taken

Leave in place, label, and maintain.

SECTION 3 – REPORT PROCESS AND CONTENT

REPORT BASIS

The basis of the QIA Group report is a re-inspection of the readily accessible **common property** areas of the scheme in which building materials were previously identified as containing asbestos. The purpose of this report is to assess the condition of the asbestos materials that have been identified in a previous Initial Asbestos Containing Material Report and make recommendations as to any required actions if there has been a change to the condition of the Asbestos Containing Materials.

This report is not an all-encompassing report dealing with the scheme common areas from every aspect. It is a reasonable attempt to review any previously identified asbestos containing materials upon common property areas of the scheme. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural report, and should you require any advice of a structural nature we recommend that a structural engineer be engaged.

The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible from the common areas (ie we will not be entering individual lots to access common areas) and visible to the inspector at the time of inspection. The inspection did not include breaking apart, dismantling, removing, or moving any element of the building and items located on the common property and as such no assessment is made at the time of inspection. Areas include service ducts, risers, inside plant particularly where specialist tools and expertise are required; wall, ceiling and subfloor cavities, beneath finished floor surfaces or coverings, underground or in cavity pipe work and external areas of the building more than 2.5m above the finished ground level. Our report is not a loose fill asbestos fibre report, should the Owners require same additional charges will apply as entry to the roof space, additional equipment and 2 inspectors will be required for each ceiling cavity inspection.

The report does not and cannot make comment upon: asbestos containing materials that may have been concealed, the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; and presence of ACM in the roof space and under floor space.

The inspector will identify and assess hazards relating to the static condition of asbestos containing materials on the common property and then recommend remedial action or the introduction of a suitable control measure.

- (a) All implied conditions, warranties and rights are excluded from the services offered, except for those which cannot be excluded by virtue of law. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right:
 - (i) in connection with the supply of goods, to one or more of the following (as we may determine):
 - (A) replacement of the goods or supply of equivalent goods;
 - (B) repair of the goods;
 - (C) payment of the cost of replacing the goods, or of acquiring equivalent goods; or
 - (D) payment of the cost of having the goods repaired;
 - (ii) in connection with the supply of services, to one of the following (as we may determine):
 - (A) supplying of the services again; or

- (B) payment of the cost of having the services supplied again; and
- (iii) otherwise to the extent permitted by law.
- (b) Subject to clause (a), and despite any implication arising from the report provided, we are not, and will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law), or otherwise for, or in respect of, any indirect or consequential loss or damage.

Subject to clause (a) and despite any implications arising from the report provided, our total and aggregate liability in contract, in torts (including negligence), under statute (to the extent permitted by law), or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with any Services, will not exceed the fees for those Services.

We reserve the right to amend this report and the opinions expressed in this report considering any additional information that might be received or made available after the date of this report.

BUILDING APPROVALS

The inspector will rely on any and all building inspections and approvals given by the relevant authority in relation to the construction and completion of the scheme buildings and land.

LIFT CONTROL ROOMS and AIR CONDITIONING DUCTING

Should the building contain lifts or ducted air-conditioning systems as part of the common property plant and equipment no assessment will be made of said systems unless the relevant mechanical services or lift service contractors provide access to the heater banks and control room or provide a written report as to the presence, type and condition of any asbestos containing materials in the plant or rooms in question.

SECTION 4 – ASBESTOS MANAGEMENT

Principles of Asbestos Management

General requirements

- ACM identified as representing an exposure risk should be removed or otherwise controlled (see **Section 2 and Initial Asbestos Report**).
- Any ACM that is not scheduled for immediate removal should be labelled with appropriate warnings and maintained in good condition.
- The location of ACM must be entered into the Asbestos Register (see **Sections 2 and Initial Asbestos Report**).
- Maintenance and other personnel must be made aware of the location of ACM by providing them with access to this report and labelling ACM wherever practicable.
- The Asbestos Register must be freely available.
- Unless they have valid Asbestos Removal licence, maintenance workers, trades or occupants shall not remove or knowingly damage identified ACM.
- Before any planned demolition, refurbishment or maintenance, its effect upon any in-situ asbestos must be established by reference to this document, including amendments.

Accidental damage to ACM

If ACM is damaged or degraded through accident, ageing or misuse, the building manager, committee should apply the following protocols.

- Determine if the damage is likely to affect nearby occupants through the release of asbestos dust (this may require advice from a licensed Class A Asbestos Assessor or other competent person).
- Gently wet down the damaged section and cover with a heavy plastic sheet or equivalent to encapsulate the ACM. Close nearby windows if the ACM is to the exterior.
- If the damage is significant (i.e. the material is shattered or abraded) the ACM should be replaced as soon as is practicable. Minor damage (i.e. small cracks or holes) may be repaired in the short term using a sealant. **All repairs or removal must be undertaken by a licensed Asbestos Removalist and in accordance with the *Code of Practice – How to Manage and Control Asbestos in the Workplace* and *Code of Practice – How to Safely Remove Asbestos*.**
- Register the event in the **Asbestos Management Plan Event Register**

Control Measures

If a building or essential plant in or on a building has asbestos materials installed in it, the owner of the building or plant must ensure policies and procedures are established-

- (a) to prevent the exposure of persons in the building to the asbestos materials; or
- (b) if exposure to the asbestos materials cannot be prevented, to minimise the exposure of persons in the building to the materials.

The policies must discuss—

- (a) the steps that can be taken to restrict access to, and prevent disturbance of, the asbestos materials; and
- (b) work practices in the vicinity of the asbestos materials; and
- (c) requirements for reassessment of the asbestos materials at regular intervals of at least 1 year and earlier if the nature or location of work in the vicinity of the asbestos materials changes.

If the asbestos materials—

- (a) are friable, poorly bonded or unstable, for example because of damage or deterioration, the owner must ensure the asbestos materials are enclosed, sealed or removed; or
- (b) are to be removed, the owner of the building must ensure an asbestos removalist removes the asbestos materials.

The Owner of a Building must give a copy of the register to---

- (i) any employer or self-employed person who proposes to carry out work involving dismantling a part of the building; and
- (ii) if the building or a part of it or essential plant in or on it is to be demolished--give a copy of the register to the principal contractor for the construction workplace;

on the sale of the building, give the register to the buyer of the building.

If work mentioned above affects a part of the building in which the owner knows asbestos materials exist, the owner must, as soon as practicable after the work is complete, ensure an appropriately qualified person inspects the building and gives the owner a report stating-

- (a) whether there are still asbestos materials in the building; and
- (b) if there are still asbestos materials in the building, whether the condition of the materials requires that-
 - i) stated action should be taken as per the asbestos register and management plan and the ***Code of Practice – How to Manage and Control Asbestos in the Workplace and Code of Practice – How to Safely Remove Asbestos***. to minimise the risk of exposure to the materials to minimise the risk of exposure to the materials; and
 - ii) the entries in the asbestos materials register should be changed and if so, in what way.

As soon as practicable after receiving the report, the owner must make any reasonably necessary changes to the asbestos materials register.

Asbestos Management Plan Event Register

Record all events/incidents involving ACM that occur and the actions taken to manage each event in the register below.

Event	Action undertaken	Date
Authorisation:		Date:

Updating the Risk Assessment

Periodic inspections of ACM should be carried out to ensure they are not deteriorating or otherwise contributing to an unacceptable health risk.

The ***Code of Practice – How to Manage Asbestos in the Workplace***, requires that asbestos remaining in situ should be inspected by an Asbestos Assessor or Other Competent Person on a regular basis (usually every 1 year depending upon type, condition & location) to document any deterioration in the material which may result in a change to the hazard control requirements.

The current laws also require a review of the Management Plan to be carried out by a Class A Asbestos Assessor or other competent person at intervals determined by the Risk Assessment, the maximum interval being 5 years. The new requirements state that an Asbestos Management Plan and Risk Assessment are required in addition to an Asbestos Register and Survey. Class A Asbestos Assessors and competent persons at QIA Group Pty Ltd are able to produce these documents to comply with your obligations.

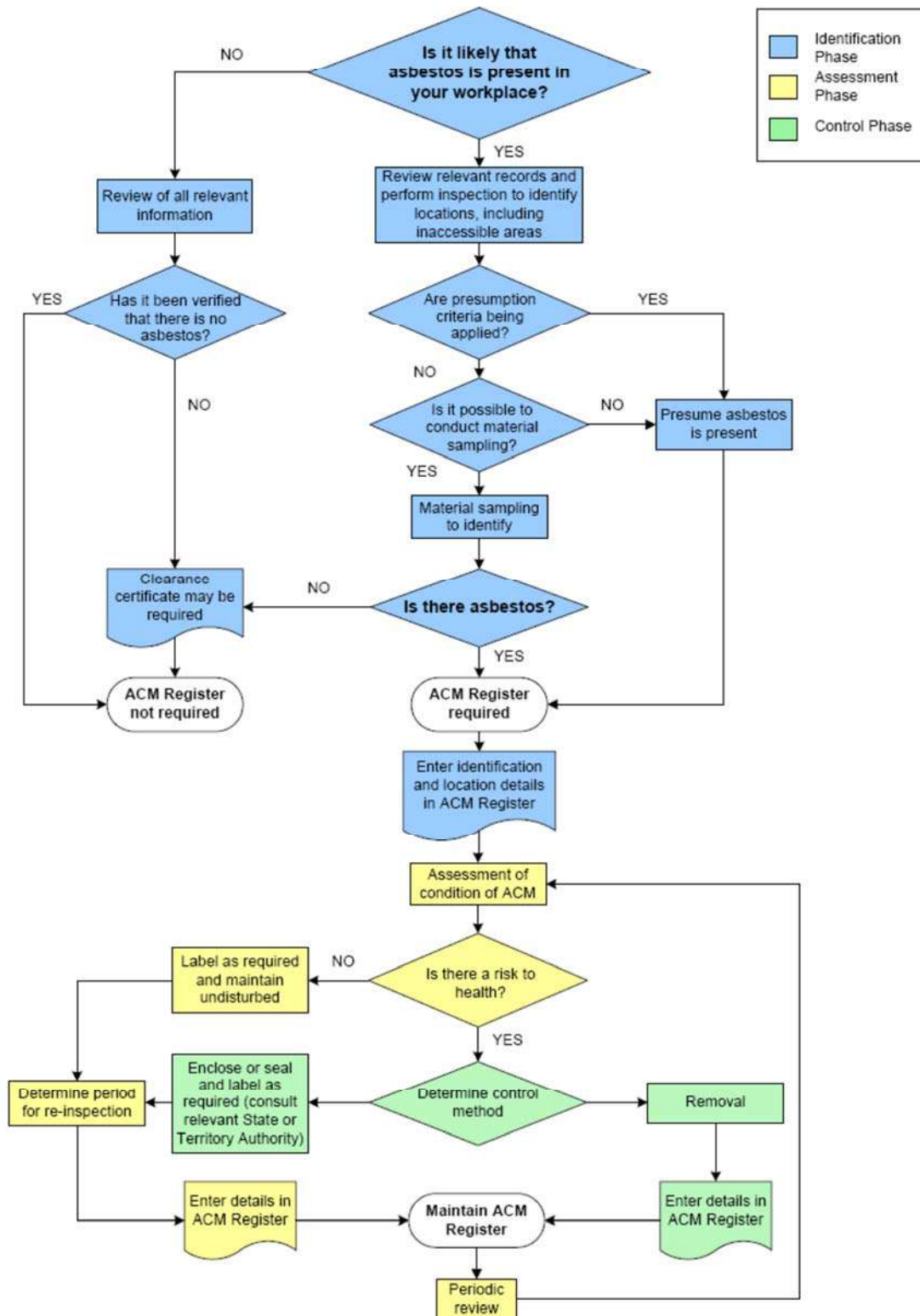
The Annual ACM Risk Assessment will reassess the risk posed by the previously identified Asbestos Containing Materials and ensure that the accuracy of the ACM Register is maintained

Each review of the Asbestos Management Plan should critically assess all asbestos management procedures and their effectiveness in:

- preventing exposure to asbestos fibres;
- controlling access to ACM;
- highlighting the need for action to maintain or remove ACM; and
- maintaining the accuracy of the ACM Register.

Details of any mitigating circumstances should be recorded in the [Asbestos Register](#)

Figure 1. General principles of an asbestos management plan



APPENDIX 1 – QUOTATIONS FOR ADDITIONAL WORKS

25 October 2022

The Body Corporate for 20 Ashted Road,
C/-:

Dear Committee Members:

Property Name/ Address: ***20 Ashted Road, Box Hill, VIC 3128***

Plan Number: **12550**

Summary of quotations needed for compliance with *Work Health Safety Act 2011* Part 8 relating to Asbestos management and record keeping

1. Return visit to site to label Asbestos Containing Materials identified in our report and erect general warning labels, if an enclosure is located onsite, we will also install a copy of the report/register and contractor plan into the enclosure: **\$334.00 (incl. GST)**
2. Provision of a **small** lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Records): **\$420.00 (incl. GST)**

Quotation Explanations

1. QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a compliant Asbestos Materials labelling service in accordance with the *Work Health and Safety Act 2011* and *Code of Practice – How to Manage and Control Asbestos in the Workplace*

- ☒ Return to site and label Asbestos Containing Materials identified in our report where safe to do so.
- ☒ If a records enclosure is installed onsite, we will also install a copy of the report/register onsite.
- ☒ Apply general warning labels to enclosure and near entry to complex.

2. QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a small lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Safety Records in accordance with *Work Health and Safety Act 2011* and *Code of Practice – How to Manage and Control Asbestos in the Workplace*

- ☒ Supply and install 1 x B&R box 400mm H x 300mm W x 150mm D:
- ☒ **IP66 rated**, so the contents of the box will be fully **protected from dust and water ingress** (except if immersed). This means your records which are required to be kept for at least 2 years onsite will be well protected.
- ☒ Box to be located externally where possible next to the main switchboard to allow for easy access by local authority inspectors and nominated contractors
- ☒ Fitted with 003 lock to restrict access to those contractors provided with a 003 key.
- ☒ Steel enclosure light grey in colour
- ☒

If there is anything further we can assist with, please do not hesitate to contact one of the team at your earliest convenience.

Warm Regards

The Team at QIA Group Pty Ltd

APPENDIX 2 – EXAMPLES OF SAFE WORKING PRACTICES

SAFE WORK PRACTICE 1 – DRILLING OF ACM	
The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill, because the quantity of fibres is drastically reduced if a hand drill is used.	
Equipment that may be required prior to starting work (in addition to what is needed for the task)	◦ A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods such as pastes and gels are unsuitable then shadow vacuuming techniques should be used ◦ Disposable cleaning rags ◦ A bucket of water, or more as appropriate, and/or a misting spray bottle ◦ Duct tape ◦ Sealant ◦ Spare PPE ◦ A thickened substance such as wallpaper paste, shaving cream or hair gel ◦ 200 µm plastic sheeting ◦ A suitable asbestos waste container (e.g. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting) ◦ Warning signs and/or barrier tape ◦ An asbestos vacuum cleaner ◦ A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).
PPE	◦ Protective clothing and RPE (see AS1715, AS1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.

SAFE WORK PRACTICE 1 – DRILLING OF ACM

Preparing the asbestos work area	◦ If the work is to be carried out at a height, appropriate precautions must be taken to prevent falls. ◦ Ensure appropriately marked asbestos waste disposal bags are available. ◦ Carry out the work with as few people present as possible. ◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/ or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. ◦ If drilling a roof from outside, segregate the area below. ◦ If access is available to the rear of the asbestos cement, segregate this area as well as above. ,, ◦ If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated. ◦ Ensure there is adequate lighting. ◦ Avoid working in windy environments where asbestos fibres can be redistributed. ◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag.
Drilling vertical surfaces	◦ Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling. ◦ Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. Drill through the paste. ◦ Use damp rags to clean off the paste and debris from the wall and drill bit. ◦ Dispose of the rags as asbestos waste as they will contain asbestos dust and fibres. ◦ Seal the cut edges with sealant. ◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.

SAFE WORK PRACTICE 1 – DRILLING OF ACM

Drilling overhead horizontal surfaces	◦ Mark the point to be drilled. ◦ Drill a hole through the bottom of the cup. ◦ Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance. ◦ Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup. ◦ Align the drill bit with the marked point. ◦ Ensure the cup is firmly held against the surface to be drilled. ◦ Drill through the surface. ◦ Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface. ◦ Remove the cup from the surface. ◦ Use damp rags to clean off the paste and debris from the drill bit. ◦ Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. ◦ Seal the cut edges with sealant. ◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.
Decontaminating the asbestos work area and equipment	◦ Use damp rags to clean the equipment. ◦ Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. ◦ If necessary, use damp rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. ◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. ◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.

SAFE WORK PRACTICE 1 – DRILLING OF ACM

Personal decontamination should be carried out in a designated area	◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. ◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. ◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. Refer to the <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.
Clearance procedure	◦ Visually inspect the asbestos work area to make sure it has been properly cleaned. ◦ Clearance air monitoring is not normally required for this task. ◦ Dispose of all waste as asbestos waste. Refer to the <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.

SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS

These tasks should only be carried out on asbestos that are in good condition. For this reason, the ACM should be thoroughly inspected before starting the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if it has deteriorated as a result of aggressive environmental factors such as pollution. If it is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment is considered essential, a method that does not disturb the matrix should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.

Equipment that may be required prior to starting work (in addition to what is needed for the task)	◦ Disposable cleaning rags ◦ A bucket of water, or more as appropriate, and/or a misting spray bottle ◦ Sealant ◦ Spare PPE ◦ A suitable asbestos waste container ◦ Warning signs and/or barrier tape.
PPE	◦ Protective clothing and RPE (see AS1715, AS 1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.
Preparing the asbestos work area	◦ If work is being carried out at heights, precautions must be taken to prevent falls. ◦ Before starting, assess the asbestos cement for damage. ◦ Ensure appropriately marked asbestos waste disposal bags are available. ◦ Carry out the work with as few people present as possible. ◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. ◦ If working at a height, segregate the area below. ◦ If possible, use plastic sheeting secured with duct tape to cover any floor surface within the asbestos work area which could become contaminated. This will help to contain any runoff from wet sanding methods. ◦ Ensure there is adequate lighting. ◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag. ◦ Never use high-pressure water cleaning methods. „ ◦ Never prepare surfaces using dry sanding methods. Where sanding is required, you should consider removing the asbestos and replacing it with a non-asbestos product. ◦ Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured and filtered, where possible. ◦ Wipe dusty surfaces with a damp cloth.
Painting and sealing	◦ When using a spray brush, never use a high-pressure spray to apply the paint. ◦ When using a roller, use it lightly to avoid abrasion or other damage.

SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS

Decontaminating the asbestos work area and equipment	◦ Use damp rags to clean the equipment. ◦ If required, use damp rags and/or an asbestos vacuum cleaner to clean the asbestos work area. ◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. ◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. ◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. ◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. Refer to <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.
Clearance procedure	◦ Visually inspect the asbestos work area to make sure it has been properly cleaned. ◦ Clearance air monitoring is not normally required for this task. ◦ Dispose of all waste as asbestos waste. Refer to <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	18838
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/12/2025 to 15/06/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 12550
Situation	20 ASHTED ROAD BOX HILL VIC 3128

Sections

Section 1 – Insured Property

Building: \$4,830,000

Common Area Contents: \$48,300

Loss of Rent & Temporary Accommodation (total payable): \$724,500

Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected

Machinery Breakdown: Not Selected

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – 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



Flood Cover is included.

Date Printed

15/12/2025

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 QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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 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 the documents you have received from the owners corporation, you should seek expert advice.



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

First Class Legal C/- InfoTrack (InTouch)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 62288

NO PROPOSALS. As at the 17th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 11 20 ASHTED ROAD, BOX HILL 3128
CITY OF WHITEHORSE

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

Date of issue: 17th February 2026

[Vicroads Certificate] # 79671542 - 79671542092630 '62288'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1225401

APPLICANT'S NAME & ADDRESS

FIRST CLASS LEGAL C/- INFOTRACK (INTOUCH) C/-
LANDATA

DOCKLANDS

VENDOR

LO BIANCO, LINA RITA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62288

This certificate is issued for:

LOT 11 PLAN RP12550 ALSO KNOWN AS 11/20 ASHTED ROAD BOX HILL
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a PARKING OVERLAY - PRECINCT 1
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<https://planning-schemes.app.planning.vic.gov.au/whitehorse>)

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

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

17 February 2026

Sonya Kilkeny
Minister for Planning

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

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

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

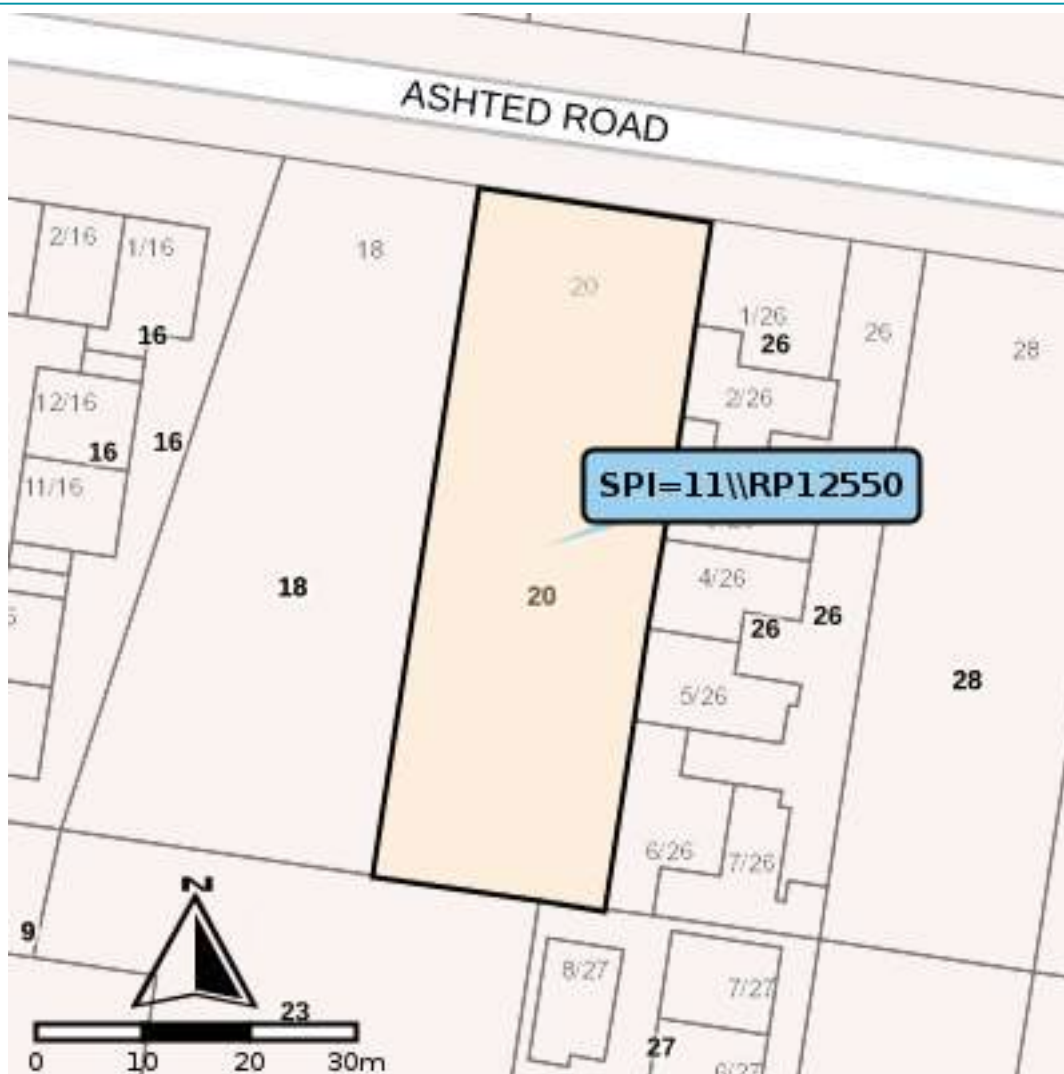
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 February 2026 10:53 AM

PROPERTY DETAILS

Address: **11/20 ASHTED ROAD BOX HILL 3128**
Lot and Plan Number: **Lot 11 RP12550**
Standard Parcel Identifier (SPI): **11\RP12550**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **240318**
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**
Fire Authority: **Fire Rescue Victoria**

[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.

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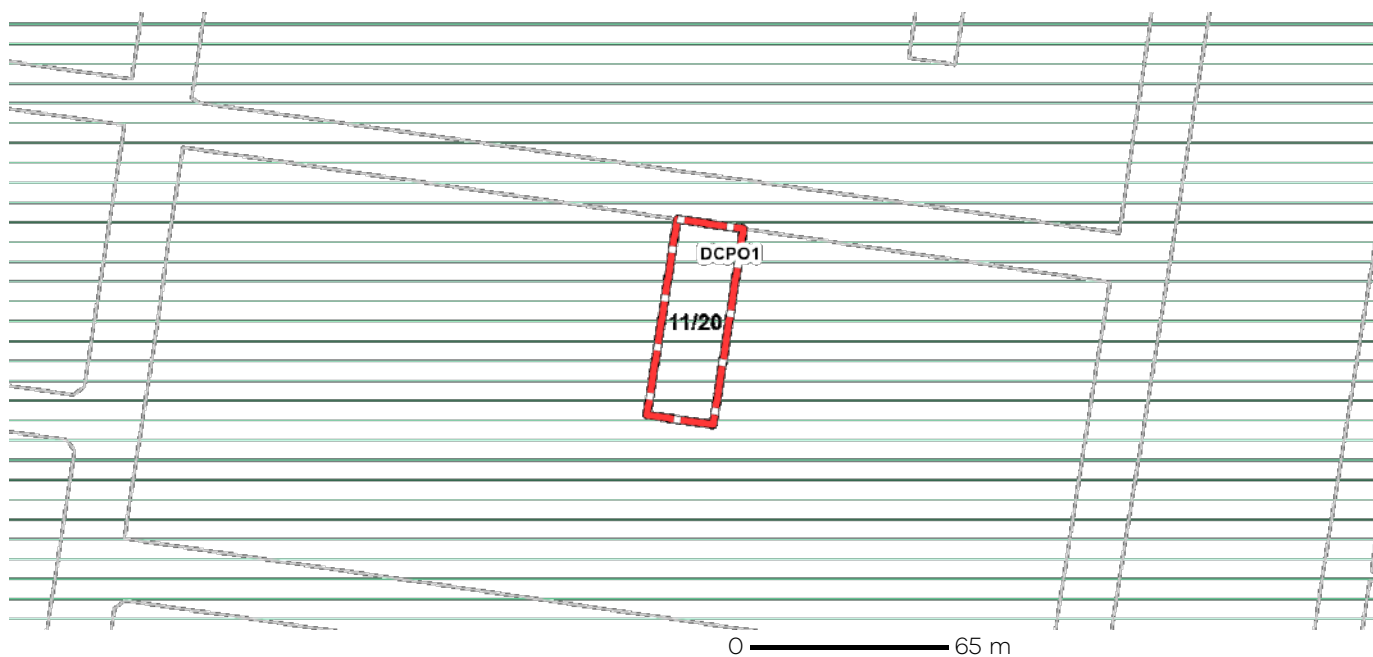
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



DCPO - Development Contributions Plan Overlay

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

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)



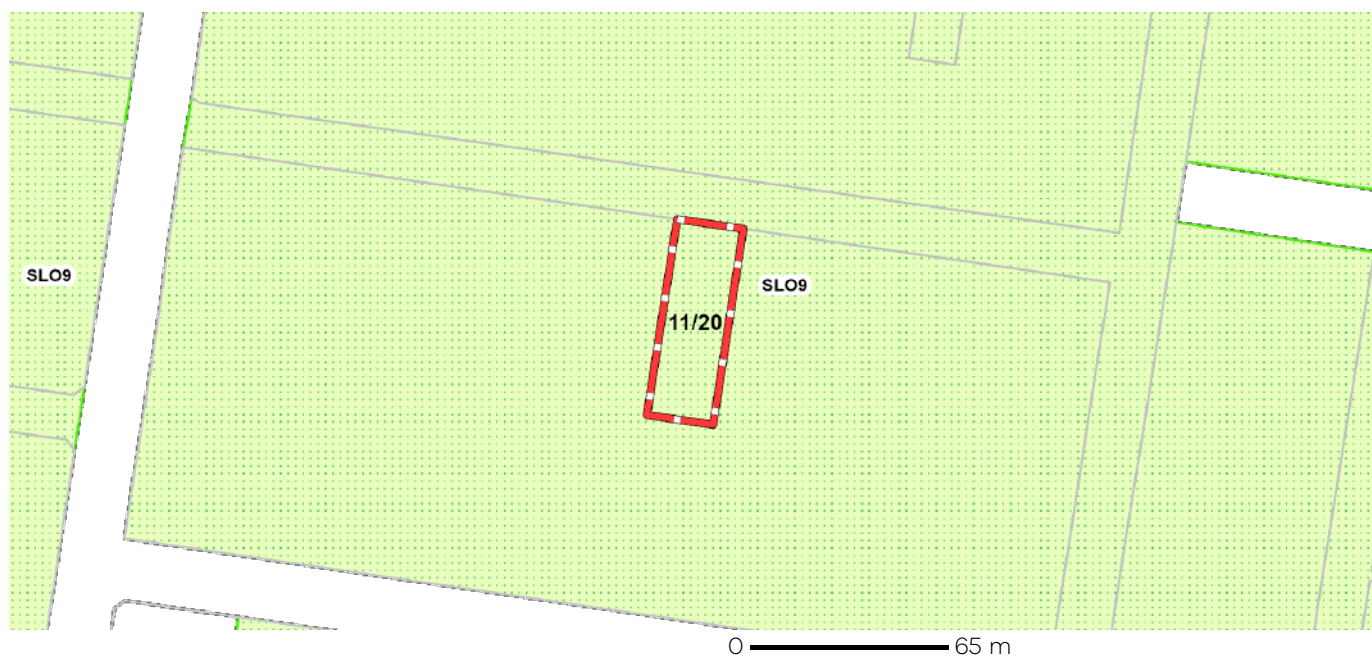
PO - Parking Overlay

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

Planning Overlays

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

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



SLO - Significant Landscape Overlay

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

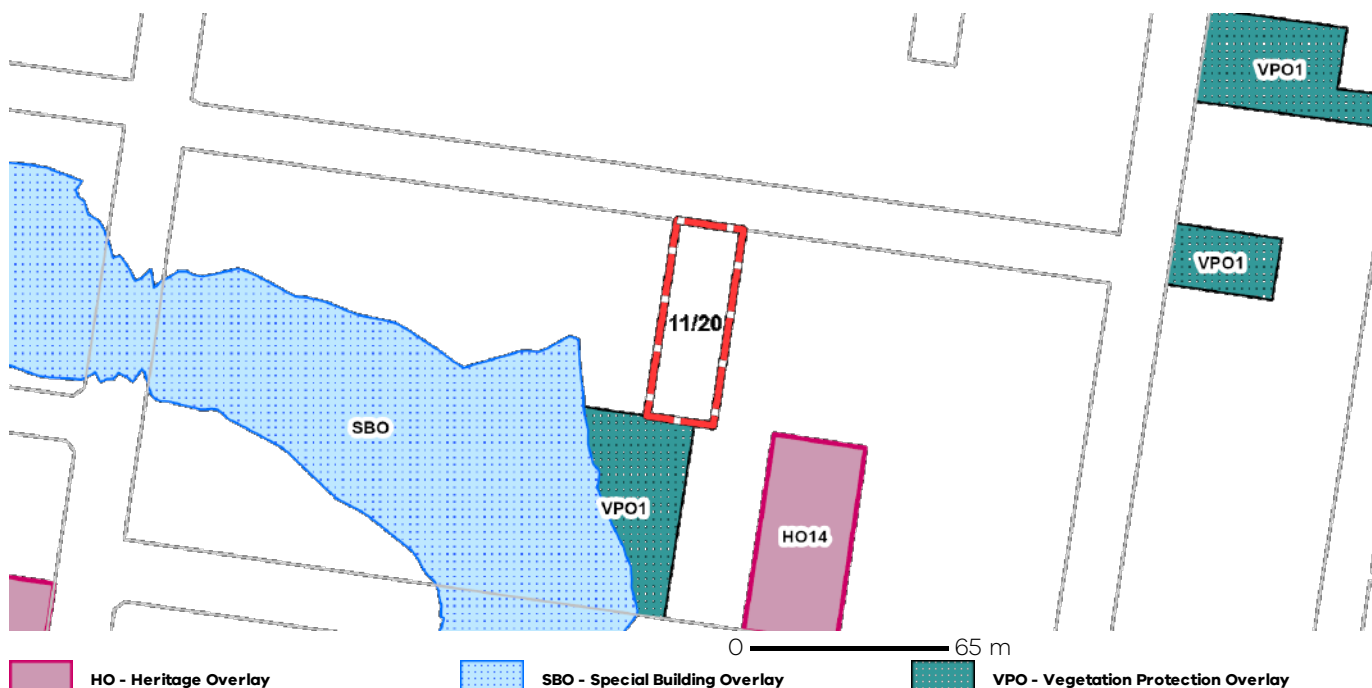
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



HO - Heritage Overlay

SBO - Special Building Overlay

VPO - Vegetation Protection Overlay

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

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Further Planning Information

Planning scheme data last updated on 13 February 2026.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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.

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.