

DATED

2024

CONTRACT FOR SALE OF REAL ESTATE

Property: 1174 Plenty Road Bundoora VIC 3083

Weiye Finance and Conveyancing

Licence No. 000807L

Shop1, 294 High Street

Preston VIC 3072

Postal: PO Box 82

Preston VIC 3072

Ph: (03) 9478 3238

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CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE

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; and
in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS - The 3-day cooling-off period does not apply if—

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; 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 have previously signed a contract for the sale of the same land in substantially the same terms ; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale , up to 10% 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.

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT
Purchasers should ensure that prior to signing this contract, they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....
.....on/..... /2024.....

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

SIGNED BY THE VENDOR.....

..... on/..... /2024.....

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

Particulars of sale

Vendor's Estate Agent:

Vendor: Hang You

Vendor's legal practitioner or conveyancer

Weiye Finance and Conveyancing

Shop 1, 294 High Street, Preston VIC 3072

Postal: PO Box 82, Preston VIC 3072

Telephone: 03 9478 3238

Fax: 03 9478 6710

Email: sconveyancing@gmail.com

Purchaser:

Purchaser's legal practitioner or conveyancer

Property address: 1174 Plenty Road Bundoora VIC 3083

Land: The land is described—

- in the attached copy title(s)
- and plan(s)
- as 1174 Plenty Road Bundoora VIC 3083 particularly described in Certificate of Title Volume 8481 Folio 845 and includes all improvements and fixtures

Goods (list or attach schedule)

All fixtures & fittings as inspected of a permanent nature.

Payment

Price \$

Deposit \$ by / /24 (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)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

Settlement (general condition 17 and 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 above date or 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision, whichever is the later.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1. If '**subject to lease**' then particulars of the lease are:

Refer attached copy Lease/Tenancy Agreement

Terms Contract (General Condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box:

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (refer to general condition 20)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount \$

Approval date / /24

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

Contract of Sale of Land—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 this page; and
 - attach additional pages if there is not enough space
-

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. 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 or affect 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.

3. The purchaser acknowledges that the property has been purchased as a result of the purchaser's own inspection and enquiries and does not rely on any representation or warranty of any nature made by or on behalf of the vendor or the vendor's agent or consultants and that:

(a) any improvements on the property are deemed to comply with the Victoria Building Regulations Council by-laws, relevant statutes and any regulations thereunder. No failure to so comply shall constitute a defect in the vendors title and the purchaser shall not make any requisition objection or claim any compensation from the vendor in relation thereto; and

(b) the property is purchased in its present condition and state of repair (including but not limited to any deficiency which may require reinstatement or replacement) as at the day of sale and the purchaser shall not make any objection requisition or claim any compensation by reason of such condition or state of repair of the property.

4. The purchasers acknowledge that they have undertaken an inspection of the property, fixtures and chattels and acknowledge that they are purchasing, and will accept delivery of, the property and chattels "as is" (i.e.) in their present condition and state of repair and with any defects existing at the date hereof and that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.
5. The responsibility for connection or re-connection of any of the services at the property will be at the responsibility and cost of the purchaser.

6. Director's Guarantee and Warranty

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 Articles of Association 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 to this Contract of Sale.

7. The Purchaser agrees that in the event the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or on any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the vendor interest on the balance owing under the Contract of Sale at the rate set out in General Condition 32 as well as reimburse the following to the vendor (in addition to any other amount to be paid by the Purchaser or the amount forfeited by the Purchaser):
 - (a) all costs incurred by the vendor associated with obtaining bridging finance to complete the vendor's purchase of any other property and interest charged on such bridging finance;
 - (b) accommodation expenses necessarily incurred by the vendor;
 - (c) additional costs and expenses between the vendor and the vendor's legal representative; any costs and expenses and penalties incurred by the vendor to a third party through any delay in completion of the vendor's purchase.
 8. **Rescheduling Settlement**

The purchaser acknowledges and agrees to pay fees as a result of the purchaser requesting variations to the Contract and, in addition to any amounts due to the vendor, the purchaser agrees to pay the vendor's representative the sum of \$220.00 for each separate request for a change of the date of settlement and such sum shall be allowed by the purchaser at settlement.
 9. **Amendments**

General Condition 6.1 is deleted.
 10. General Condition 31.4, 31.5 and 31.6 are deleted.
 11. Land Tax is not an adjustable item
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NOTICE TO PURCHASER

Property: 1174 Plenty Road Bundoora VIC 3083

Vendor: Hang You

The above property is an existing residential premises and therefore the purchaser is not required to withhold GST.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may nominate a substitute or additional transferee, 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 the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due

date for settlement.

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

general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

settlement on the property.

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

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

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

payment of the amount.

25. GST WITHHOLDING

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

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

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of
 and..... of

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

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

IN WITNESS whereof the parties hereto have set their hands and seals
 this day of 24.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

Vendor Statement Pursuant to Section 32 of the Sale of Land Act 1962
Property: **1174 Plenty Road Bundoora VIC 3083**

Prepared by: Weiye Finance and Conveyancing
Licence No. 000807L
Shop1, 294 High Street
Preston VIC 3072
Postal: PO Box 82
Preston VIC 3072
Ph: (03) 9478 3238
Fax: (03) 9478 6710

SALE OF LAND (the Act) – SECTION 32

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATEVENDOR: **Hang You**PROPERTY: **1174 Plenty Road Bundoora VIC 3083****1. FINANCIAL MATTERS IN RESPECT OF THE LAND TO BE DISCLOSED IN SECTION 32 STATEMENT**

Particulars concerning the amount of any rates, taxes, charges or other similar outgoings but not including information under the *Owners Corporation Act* which, if applicable, is included in a later provision of this statement, and any interest payable on any part of them which is unpaid:

Are contained in the attached certificates.

2. INSURANCE DETAILS IN RESPECT OF THE LAND

- (a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits: Not applicable
- (b) if there is a residence on the land which 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. MATTERS RELATING TO LAND USE

Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered):

3.1 Description

As set out in the attached documents.

The Purchaser should note that there may be sewers, drains and other services pipes and /or cables laid outside registered easements.

3.2 Particulars of any existing failure to comply with their terms are as follows:

Nil to the vendor's knowledge

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

3.4 There is access to the property by road.

3.5 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES MADE IN RESPECT OF LAND

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.

Other than as contained in the attached certificates, none to the Vendor's knowledge. However, the Vendor has no means of knowing of all decisions of public authorities and government departments affecting the Property unless communicated to the Vendor.

Accordingly, the Purchaser should make its own enquiries of the relevant authorities.

5. BUILDING PERMITS

Particulars of any building permit under the *Building Act 1993* in the preceding seven years in relation to land on which there is a residence:

Nil.

6. INFORMATION RELATING TO ANY OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

8. SERVICES

8.1 The services which are marked with an “X” in the box below are **NOT connected to the land:**

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

9. EVIDENCE OF TITLE

Attached are copies of the following documents:

1. A copy of the Register Search Statement;
2. Plan of Subdivision LP061591

The day of this Statement is theday of2024

Signed by the Vendor.....

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

The day of this Acknowledgement is theday of.....2024

Signed by the Purchaser.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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

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

Page 1 of 1

VOLUME 08481 FOLIO 845

Security no : 124110558307F
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LAND DESCRIPTION

Lot 469 on Plan of Subdivision 061591.
PARENT TITLE Volume 08442 Folio 733
Created by instrument LP061591 26/05/1964

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HANG YOU of 1174 PLENTY ROAD BUNDOORA VIC 3083
AJ509166D 23/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ509167B 23/02/2012
WESTPAC BANKING CORPORATION

COVENANT C171559 17/03/1965

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

DIAGRAM LOCATION

SEE LP061591 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: 1174 PLENTY ROAD BUNDOORA VIC 3083

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP061591
Number of Pages (excluding this cover sheet)	2
Document Assembled	16/11/2023 13:21

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

LP 61591

EDITION 1

APPROVED 24/03/64

2 SHEETS
SHEET 1.

COLOUR CODE

E-1 = BLUE

R1 = BROWN

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

PLAN OF SUBDIVISION OF
PART OF CROWN PORTION 15
PARISH OF KEELBUNDORA

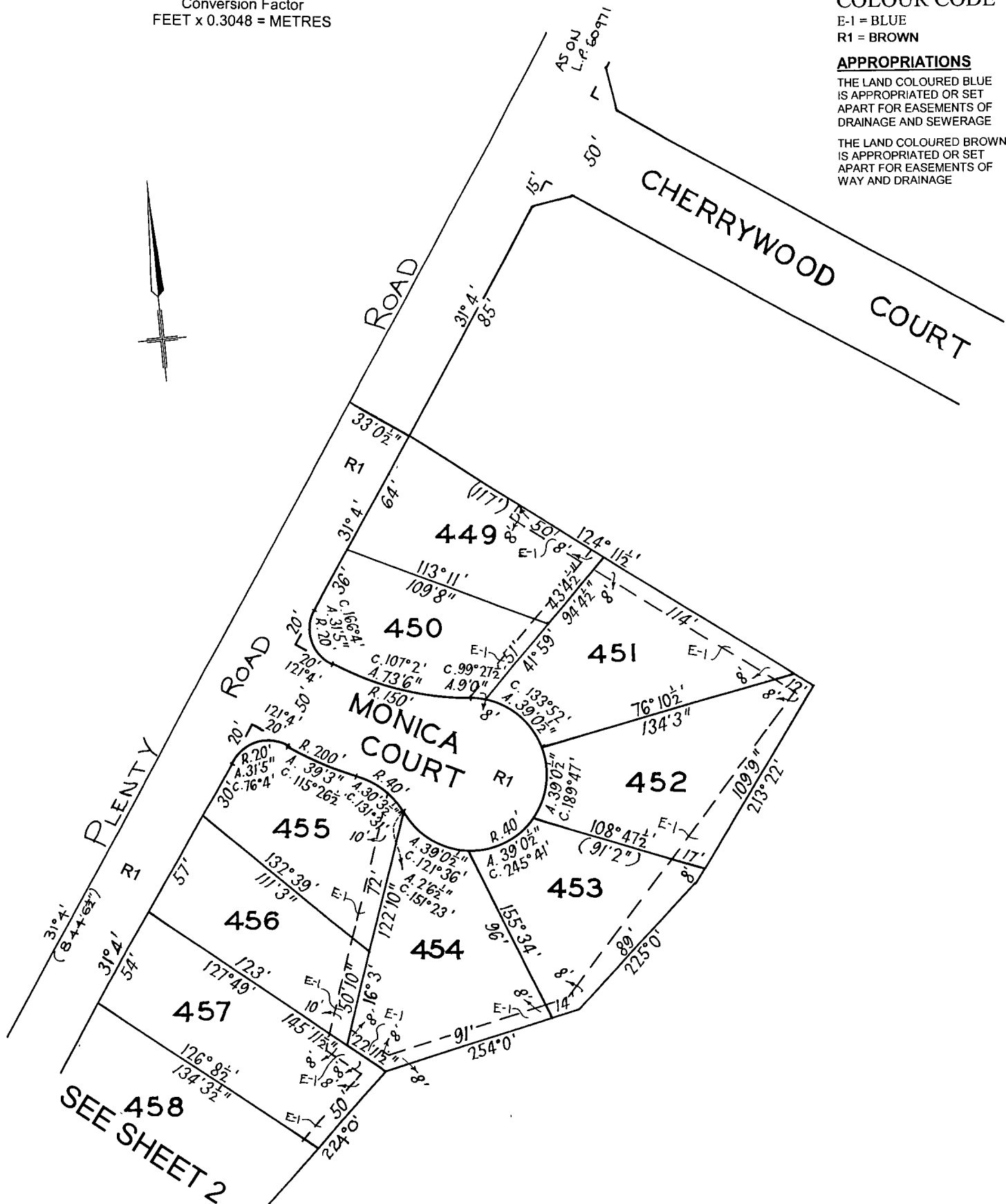
COUNTY OF BOURKE

VOL.5883 FOL.409

Measurements are in Feet & Inches

Conversion Factor

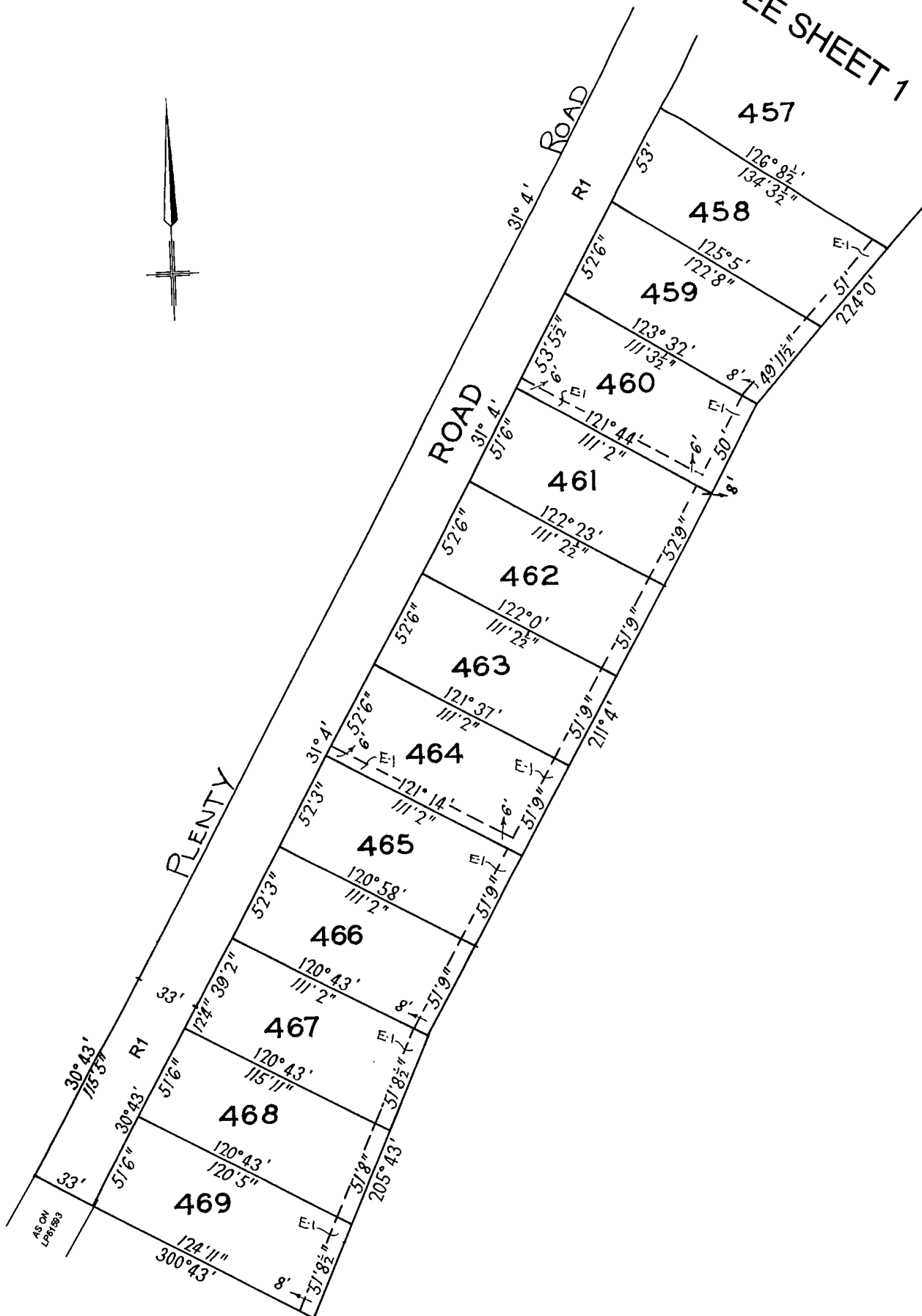
FEET x 0.3048 = METRES



SEE SHEET 2



SEE SHEET 1



AS OW
LP61591



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Document Type	Instrument
Document Identification	C171559
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C171559

269
127

*****4-O-O F R T T 10-51 3 7 2 2 1 9 MAR 17-65

C171559

THE COMMERCIAL BANK OF AUSTRALIA LTD.

~~RUSSELL, KENNEDY & COOK~~

REGD.

NO CERT

VICTORIA

TRANSFER OF LAND

FREEHOLD.

20
K

JENNINGS ESTATES AND FINANCE LIMITED of Trent Street Burwood being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE THOUSAND AND SIX HUNDRED POUNDS (£1600.0.0.) paid to it by JOHN KEATING formerly of 4 Seaton Street Glen Iris but now of 1174 Plenty Road Bundoora Engineer DOTH HEREBY TRANSFER to the said JOHN KEATING as proprietor ALL its estate and interest in ALL THAT piece of land being Lot 469 on Plan of Subdivision No. 61591 lodged in the Office of Titles Parish of Keelbundora and being the whole of the land as comprised in Certificate of Title Volume ~~8569~~⁸⁴⁸¹ Folio ~~435~~⁸⁴⁵ AND the said JOHN KEATING for himself his heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DOTH HEREBY and as separate covenants COVENANT with the said Jennings Estates and Finance Limited its successors assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that they will not erect or cause to be erected on the said land any fence on the front boundary or within twenty five feet of same on the side boundaries or in the case of corner allotments within ten feet of the front boundary on the side street boundary other than a fence of not more than three feet above ground level and this covenant shall appear on the Certificate of Title to issue for the said land and run with the land.

VICTORIA — STAMP DUTY

MAR-17-65 240755 13715

LE E 101 E *** * 20 - 0 - 0

DATED the 16th day of March One thousand nine hundred and sixty-six

THE COMMON SEAL of JENNINGS)
ESTATES AND FINANCE LIMITED)
was hereto affixed in the presence of:)

.....[Signature].....Director
.....[Signature].....Secretary



K
29/1/65

usual signature

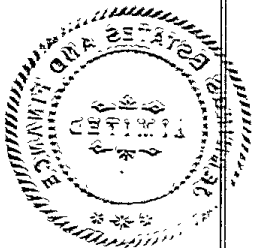
SIGNED in Victoria by the said)
JOHN KEATING in the presence)
of:)

J Keating

Witness *X L. J. Pullman X*

ENCUMBRANCES REFERRED TO:

The Easements (if any) affecting the said Lot.



DATA CONSULTING AND ANALYTICS



00171555-2-1

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



DATED

1904

JENNINGS ESTATES AND FINANCE
LIMITED

to

JOHN KEATING

TRANSFER OF LAND

732 /o

RUSSELL, KENNEDY & COOK,
Solicitors,
401 Collins Street,
MELBOURNE.

Ref. 20.
Tel. 62-4311.

From www.planning.vic.gov.au at 16 November 2023 01:40 PM

PROPERTY DETAILS

Address: **1174 PLENTY ROAD BUNDOORA 3083**
 Lot and Plan Number: **Lot 469 LP61591**
 Standard Parcel Identifier (SPI): **469\LP61591**
 Local Government Area (Council): **BANYULE**
 Council Property Number: **38620**
 Planning Scheme: **Banyule**
 Directory Reference: **Melway 19 H3**

www.banyule.vic.gov.au

[Planning Scheme - Banyule](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **BUNDOORA**

OTHER

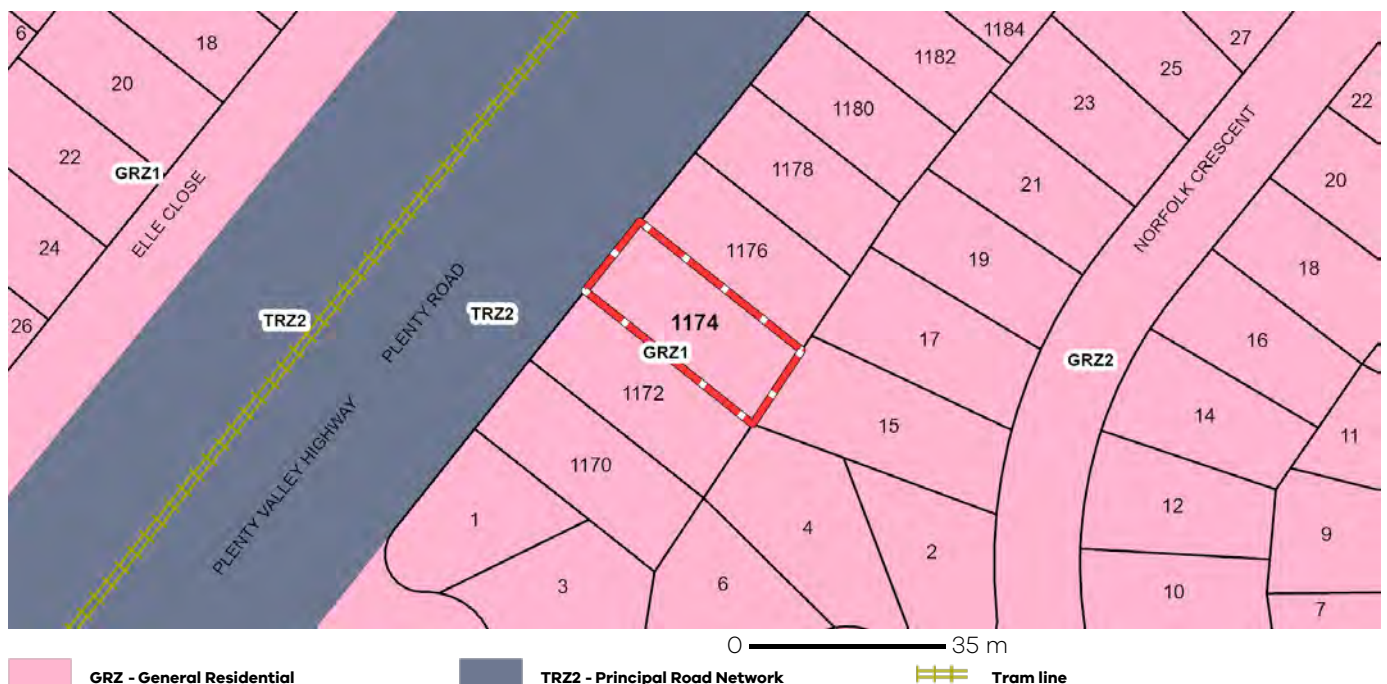
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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

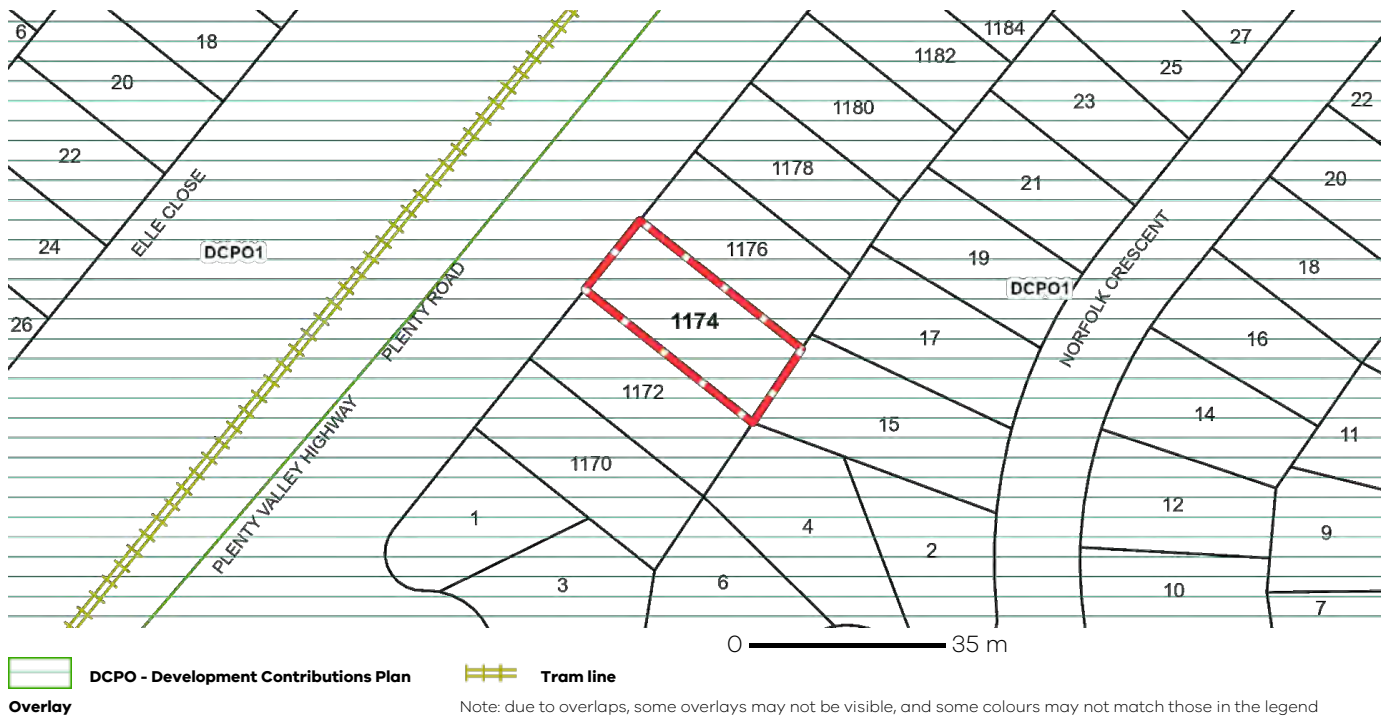


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

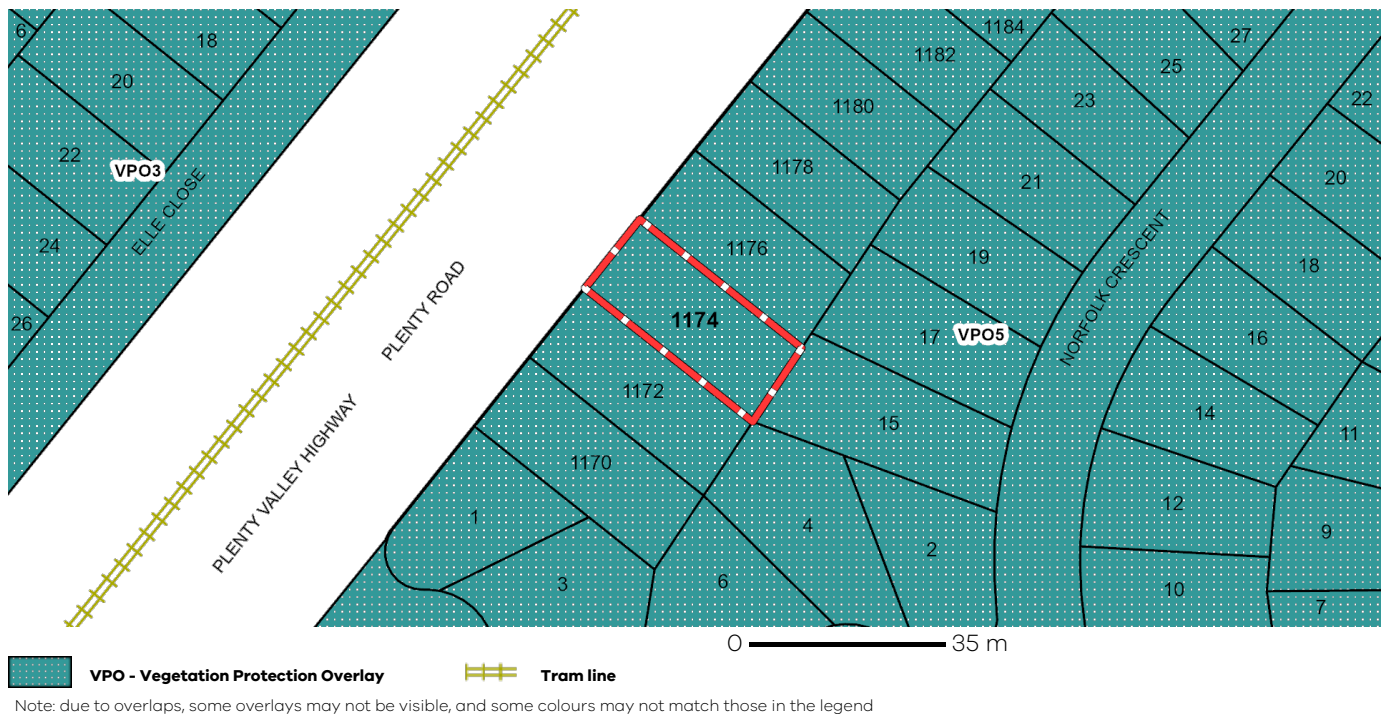
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\) \(BANYULE\)](#)

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



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

[VEGETATION PROTECTION OVERLAY - SCHEDULE 5 \(VPO5\) \(BANYULE\)](#)



Further Planning Information

Planning scheme data last updated on 10 November 2023.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY DETAILS

Address: **1174 PLENTY ROAD BUNDOORA 3083**

Lot and Plan Number: **Lot 469 LP61591**

Standard Parcel Identifier (SPI): **469\LP61591**

Local Government Area (Council): **BANYULE**

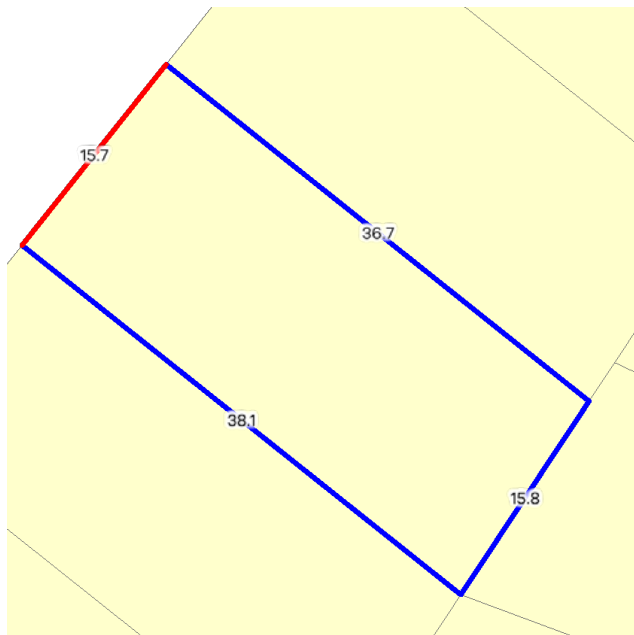
Council Property Number: **38620**

Directory Reference: **Melway 19 H3**

www.banyule.vic.gov.au

SITE DIMENSIONS

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



Area: 587 sq. m

Perimeter: 106 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **BUNDOORA**

PLANNING INFORMATION

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

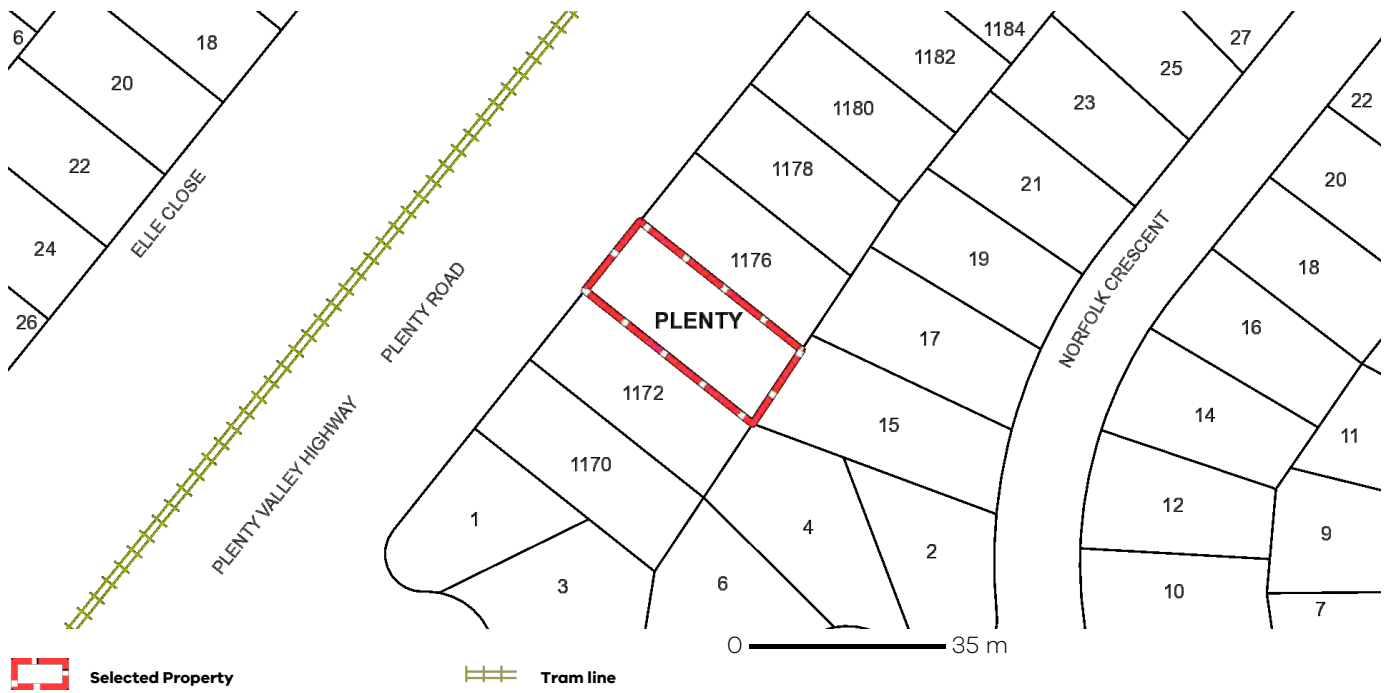
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

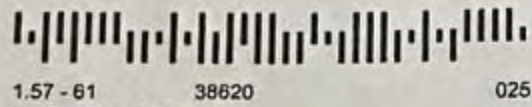
Vicplan <https://mapshare.vic.gov.au/vicplan/>

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

Area Map



Rates and Valuation Overdue Notice



1.57 - 61 38620 025
Mr H You
1174 Plenty Road
BUNDOORA VIC 3083

Issue date: 9 October 2023

Assessment Number: 38620

Amount Due: \$408.46

Due date: 25 October 2023

Property and Valuation Information

Address: 1174 Plenty Road BUNDOORA VIC 3083

Ward: Grimshaw

Legal Description: Legal Description: LOT 469 LP 61591 V/F 8481/845

AVPCG: Detached Dwelling

Date of Valuation: 1 January 2023

Valuation First Used: 1 July 2023

Capital Improved Value: 740000

Site Value: 600000

Net Annual Value: 37000

Financial Difficulty or Hardship

If you experience financial hardship at any time please do not hesitate to contact Council on (03) 9490 4222 to speak with the Revenue Services Team. Our staff will confidentially discuss your circumstances and options available to achieve a suitable payment arrangement according to your individual circumstances.

More information and application forms can be found on Council's website at www.banyule.vic.gov.au/RatesHelp

Instalment Details

Interest and Arrears	\$1.00
Instalment Amount	\$407.46
Amount Due	\$408.46

Other Information

Late payments will be charged penalty interest at the rate of 10.00% per annum from the date the instalment was due.

Arrears

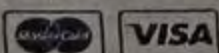
Any arrears or interest shown are due immediately to avoid further interest. Arrears not paid immediately may be subject to legal action without further notice.

OVERDUE
1st Instalment

Pay online now



Scan with your phone
or visit
banyule.vic.gov.au/PayRates



Account number: 38620
Instalment amount: \$ 408.46

Payment options See reverse for other options.



Billpay code: 0708
Ref: 386 2027

In person at any Post Office,
by phone 13 18 16, or go to
www.postbillpay.com.au



*708 38620 27



Billcode: 8755
Ref: 600 0000 0003 8620

BPAY® this via internet or
phone banking

17th November 2023

WEIYE FINANCE AND CONVEYANCING PTY LTD.
Weiye Conveyancing

Dear WEIYE FINANCE AND CONVEYANCING PTY LTD.,

RE: Application for Water Information Statement

Property Address:	1174 PLENTY ROAD BUNDOORA 3083
Applicant	WEIYE FINANCE AND CONVEYANCING PTY LTD. Weiye Conveyancing
Information Statement	30810011
Conveyancing Account Number	0216058480
Your Reference	You 1174

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
- Build Over Easement

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1174 PLENTY ROAD BUNDOORA 3083
------------------	--------------------------------

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)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

Melbourne Water Encumbrance

Property Address	1174 PLENTY ROAD BUNDOORA 3083
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

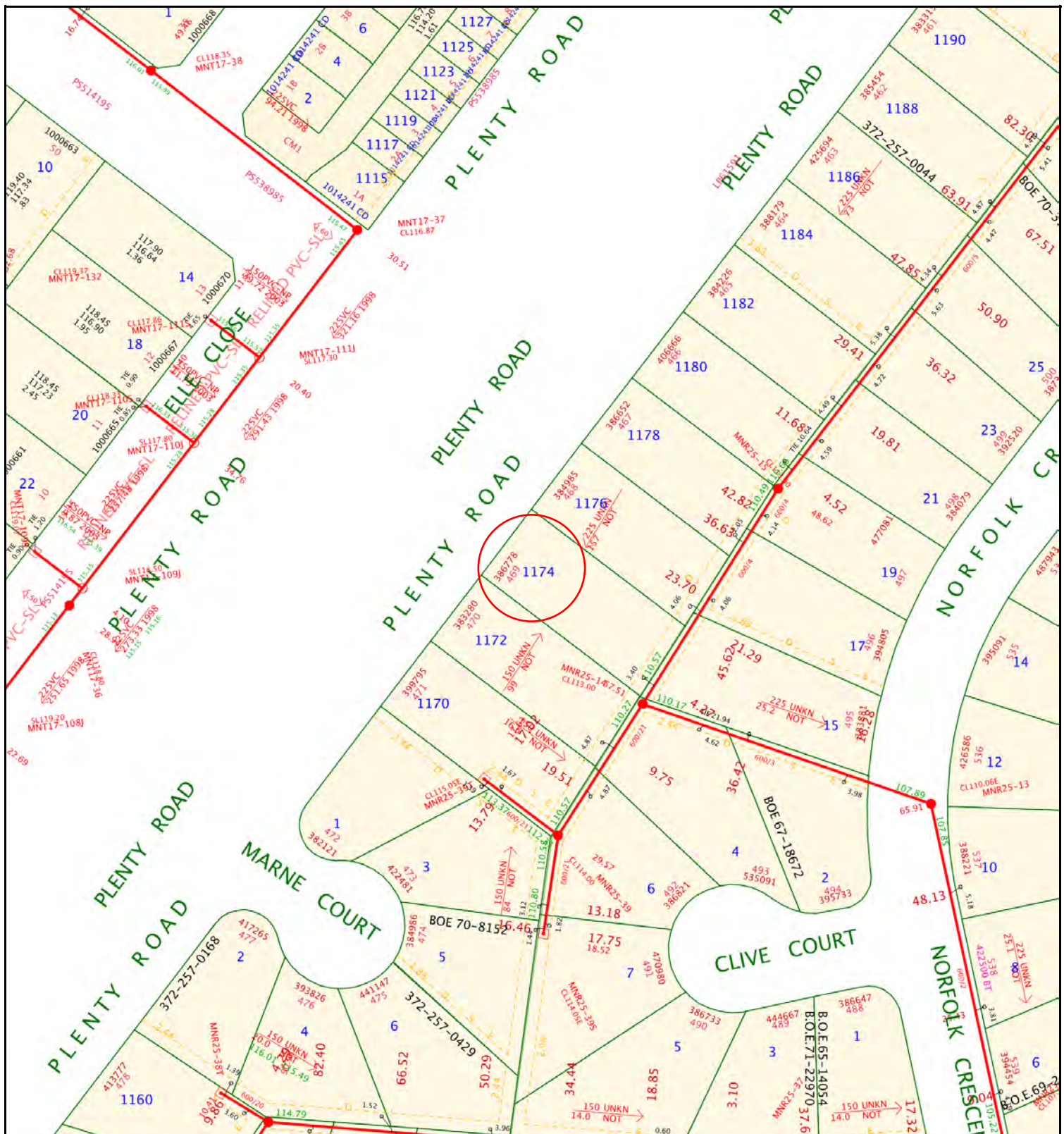
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30810011**

Address	1174 PLENTY ROAD BUNDOORA 3083
Date	17/11/2023
Scale	1:1000

ABN 93 066 902 501

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

WEIYE FINANCE AND CONVEYANCING PTY LTD.
Weiye Conveyancing
Sconveyancing@gmail.com

RATES CERTIFICATE

Account No: 7288103814
Rate Certificate No: 30810011

Date of Issue: 17/11/2023
Your Ref: You 1174

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1174 PLENTY RD, BUNDOORA VIC 3083	469\LP61591	1363133	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Water Usage Charge <i>Step 1 – 5.110000kL x \$2.44510000 = \$12.49</i> Estimated Average Daily Usage \$0.83	15-06-2023 to 30-06-2023	\$12.49	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 25.890000kL x \$3.34380000 = \$86.57</i> Estimated Average Daily Usage \$1.15	01-07-2023 to 14-09-2023	\$86.57	\$0.00
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Residential Sewer Usage Charge <i>5.1098901kL x 1.000000 = 5.1098901 x 0.900000 = 4.598901</i> <i>x \$1.15400000 = \$5.31</i> Estimated Average Daily Usage \$0.35	15-06-2023 to 30-06-2023	\$5.31	\$0.00
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$29.70

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 \$187.01

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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: 1363133

Address: 1174 PLENTY RD, BUNDOORA VIC 3083

Water Information Statement Number: 30810011

HOW TO PAY



Biller Code: 314567
Ref: 72881038140

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

3rd March 2014

Joe Ng
Pneu Architects
care of
joe.ng@pneuarch.com.au

Dear Joe Ng,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	128487
Property Address	1174 PLENTY ROAD BUNDOORA 3083
Service Location ID	1363133

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989. We have placed an encumbrance to this effect on the above property referencing these conditions.

Please note that our imposition of conditions does not affect the rights of any other parties over the area in question.

If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

For more information and full explanations of conditions, please visit our website:
www.yvw.com.au/easyaccess.

These conditions are for the structures that you have indicated that are to be constructed, as listed below.

Structures
Residential or Habitable Structure

Details of the assets covered by these conditions are shown in the attached asset plans and sewer depth and offset plan for each asset showing its size and average depth as

applicable.

Please refer to the attached Build Over Easement and conditions applicable for each structure relative to asset and or easement on or near your property. The colours on the plans denote the following:

Colour Code	Interpretation	Relevant condition and requirement
Red circled area	Your property's identification on the plan	For information relative to easements and assets
Orange line	Boundary of easement	Generally cannot be built over except as specified below
Red shaded area around assets	Assets and area that cannot be built over	Cannot build within one meter of these assets except if conditions are specified below
Yellow hatched area	Area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater	Cannot be built over except if conditions are specified below
Green highlighted	Asset or easement that can be built over	Build over is subject to conditions below

The last page of these conditions provides a guide on how to interpret these plans and the application of the specific conditions.

If you have any enquiries please email us at easyaccess@yvw.com.au or visit our website yvw.com.au/easyACCESS for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



John Maudsley

Divisional Manager, Development Services

Conditions and definitions that apply under this consent:

Land:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for

any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.
8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

Specific conditions:

For any residential or habitable structure in the vicinity of a concrete sewer main less than 3.5 m deep, the following apply:

1. Refer to the attached plan 'B' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required, or to be outside of the easement (whichever is greater)
3. Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Maximum width allowed for eaves is 600 mm

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch is required.
4. Footings / foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted
6. Maximum width allowed for eaves is 600 mm

Notes:

These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.




























The advice in this approval letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

How to interpret the attached plans.

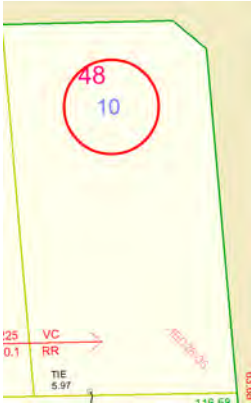
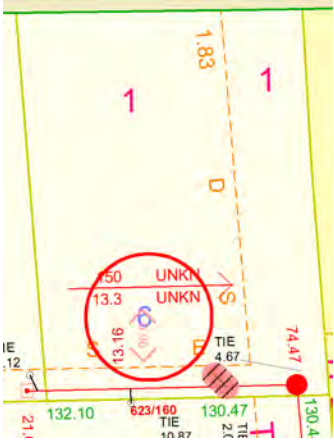
The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

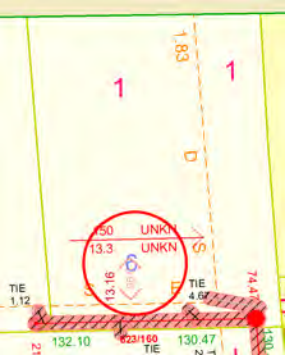
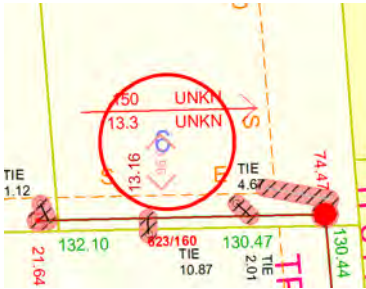
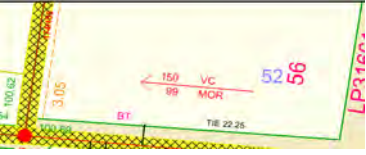
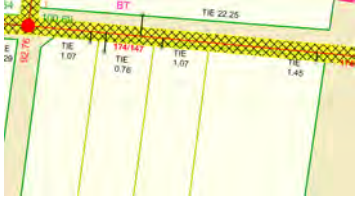
There are three types of plans provided.

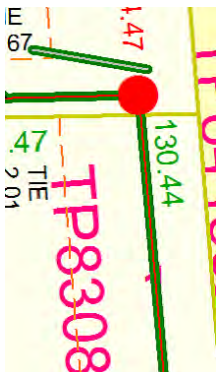
Plan Type	Purpose
Asset Plan	<p>An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.</p>
Sewer Depth and Offset (SDO) Plan	<p>A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches.</p> <p>Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below.</p> <p>These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth.</p> <p>This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.</p> <div data-bbox="483 1406 783 1637" style="border: 1px solid black; padding: 5px;"> <p>ASSET DETAILS</p> <p>Pipe Size: 225 Pipe Material: VC Average Depth (m): 3.13 Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.</p> </div> <p>Typical sewer types include Vitreous Clay (VC) and Concrete (CONC).</p> <p>Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions.</p> <p>The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available.</p> <p>There is a table of material types shown to the left side of each SDO Plan.</p>

Plan Type	Purpose																								
	<div data-bbox="485 394 740 651" style="border: 1px solid black; padding: 5px;"> <p>Abbreviation Pipe Material</p> <p>AC Abestos Cement CACL Cast Iron Cement Lined CI Cast Iron (Unlined) CI Cast Iron (CI 75') CU Copper Tube GWI Galvanised Wrought Iron MSCL Mild Steel Cement Lined MSEL Steel Enamel Lined MSW Mild Steel Welded UPVC Poly Vinyl Chloride</p> </div> <p data-bbox="485 680 1273 786">Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset.</p> <div data-bbox="485 792 1034 1066" style="border: 1px solid black; padding: 5px;"> <table border="0"> <tr> <td>Existing Title</td><td><input type="text"/></td> <td>Circular Access Point</td><td></td> </tr> <tr> <td>Proposed Title</td><td><input type="text"/></td> <td>Offset Distance</td><td><input type="text" value="10"/></td> </tr> <tr> <td>Access Point Number</td><td><input type="text" value="SPS12-34"/></td> <td>Square Manhole</td><td></td> </tr> <tr> <td>Sewer Pipe Flow</td><td><input type="text" value="→"/></td> <td>End of Pipe</td><td></td> </tr> <tr> <td>Existing Sewer</td><td></td> <td>Maintenance Shaft</td><td></td> </tr> <tr> <td>Change of Grade</td><td></td> <td>Inspection Shaft</td><td></td> </tr> </table> </div>	Existing Title	<input type="text"/>	Circular Access Point		Proposed Title	<input type="text"/>	Offset Distance	<input type="text" value="10"/>	Access Point Number	<input type="text" value="SPS12-34"/>	Square Manhole		Sewer Pipe Flow	<input type="text" value="→"/>	End of Pipe		Existing Sewer		Maintenance Shaft		Change of Grade		Inspection Shaft	
Existing Title	<input type="text"/>	Circular Access Point																							
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Access Point Number	<input type="text" value="SPS12-34"/>	Square Manhole																							
Sewer Pipe Flow	<input type="text" value="→"/>	End of Pipe																							
Existing Sewer		Maintenance Shaft																							
Change of Grade		Inspection Shaft																							
<p data-bbox="237 1106 443 1211">Build Over Easement (BOE) Plans</p>	<p data-bbox="485 1106 1294 1211">Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions.</p> <p data-bbox="485 1234 1203 1265">The plan type is referenced as "Plan F" in the example below.</p> <div data-bbox="485 1279 1161 1413" style="border: 1px solid black; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 30%;">Yarra Valley Water Buildover Plan Reference: Plan F</td> <td style="width: 20%;">Address</td> <td colspan="2">WHITEHORSE ROAD BLACKBURN 3130</td> </tr> <tr> <td>Date</td> <td>20/04/2013</td> <td rowspan="2" style="text-align: center;">   Yarra Valley Water ABN 93 066 902 501 </td> </tr> <tr> <td>Scale</td> <td>400</td> </tr> </table> <p style="font-size: 8px; margin-top: 5px;">Disclaimer: This Buildover Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.</p> </div> <p data-bbox="485 1435 1273 1570">The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions.</p> <p data-bbox="485 1592 1283 1697">The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.</p>	Yarra Valley Water Buildover Plan Reference: Plan F	Address	WHITEHORSE ROAD BLACKBURN 3130		Date	20/04/2013	  Yarra Valley Water ABN 93 066 902 501	Scale	400															
Yarra Valley Water Buildover Plan Reference: Plan F	Address		WHITEHORSE ROAD BLACKBURN 3130																						
	Date		20/04/2013	  Yarra Valley Water ABN 93 066 902 501																					
	Scale	400																							

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

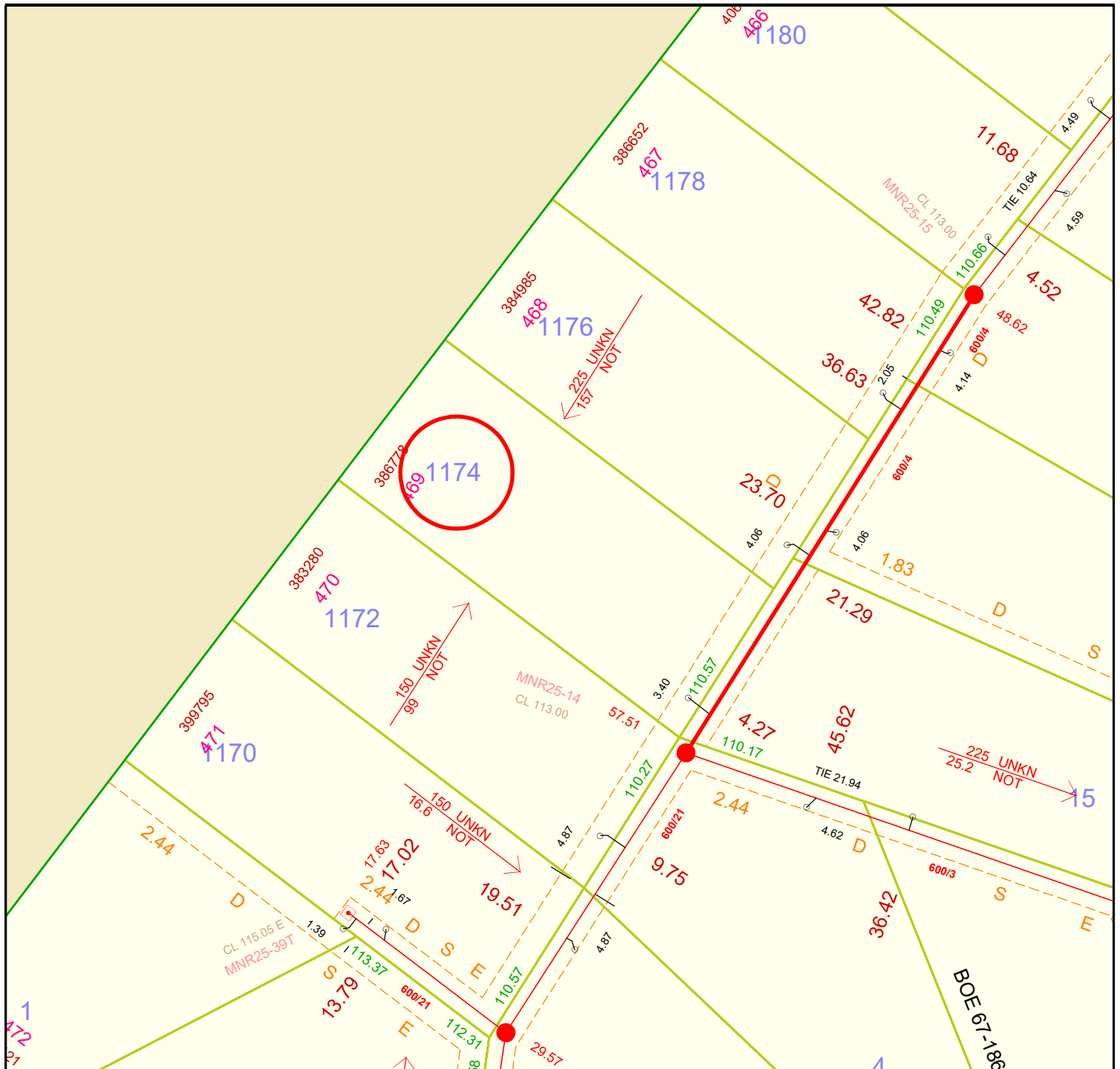
Colour Code	Interpretation	Relevant condition and requirement
<p>Red circled area</p>	<p>Your property's identification on the plan.</p>  <p>The circle in this case highlights '10', the number of the property in the street.</p> <p>This example is a corner block.</p>	<p>For information relative to easements and assets.</p> <p>As noted in this document these conditions and binding on the owner and successors in title of the property.</p> <p>Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.</p>
<p>Orange line</p>	<p>This represents the boundary of the easement as a dotted orange line..</p>  <p>In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.</p>	<p>Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Red shaded area around assets</p> <p>Shown as Condition C on BOE plans</p>	<p>This represents the area and the assets that cannot be built over.</p>  <p>In this case the sewer at the bottom of the property cannot be built over.</p> 	<p>Cannot build within one meter of these assets except if the conditions are specified for the structure and plan type above.</p> <p>Depending on the type of structure, this restriction can extend to property connection branches as shown below. Branches that service other properties cannot be built over in any circumstances.</p> <p>In this example there are four branches near the property, including branches that service other properties.</p>
<p>Yellow hatched area</p> <p>Shown as Condition B on BOE plans</p>	<p>This is the area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater.</p>  <p>This is an example of where the restricted area is greater based on the easement boundary being wider (shown as 3.05 in the plan).</p>	<p>Cannot be built over except if conditions are specified above.</p> <p>This can include areas not covered by an easement where an asset is within one meter of a property as shown below:</p>  <p>In this case an asset in a lane or on the boundary of a property can restrict what may be constructed.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Green highlighted asset</p> <p>Shown as Condition A on BOE plans</p>	<p>This is the area around an asset or easement that can be built over.</p>  <p>The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.</p>	<p>Build over is subject to conditions set out above.</p> <p>Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.</p>

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E – Excavation and Landscaping
- Plan F – Driveways and paving
- Plan G – Above ground pools, saunas, spas
- Plan H – Above ground pools, saunas, spas
- Plan I – Below ground pools and basements
- Plan J – Below ground pools, basements poles and towers
- Plan K – Utilities and Property Drains



Address 1174 PLENTY ROAD BUNDOORA 3083

**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Date	3/03/2014
Scale	500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

Abbreviation Pipe Material

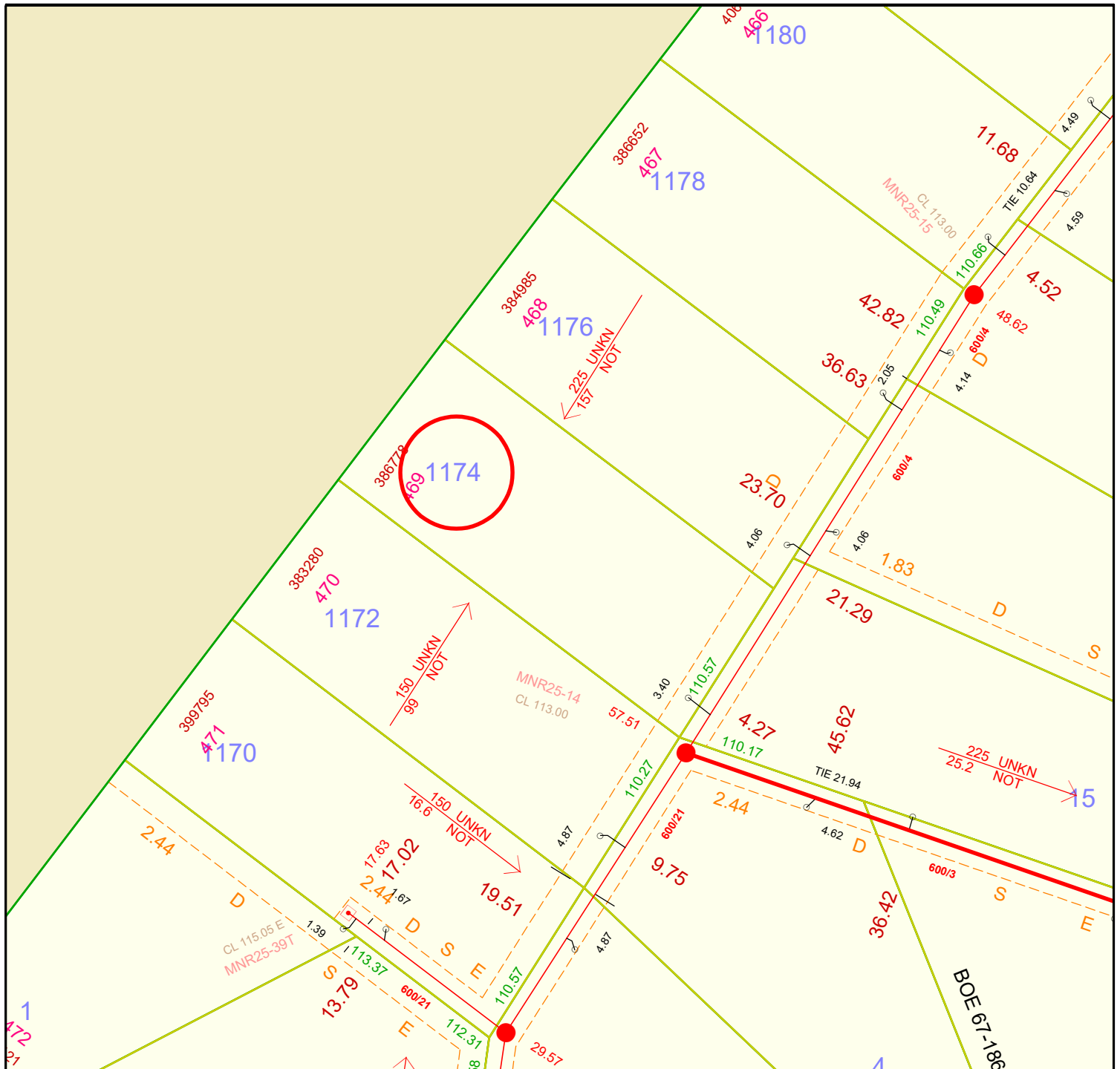
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: UNKN
Average Depth (m): 2.59

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 1363133



Address 1174 PLENTY ROAD BUNDOORA 3083

**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Date	3/03/2014
Scale	500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

Abbreviation Pipe Material

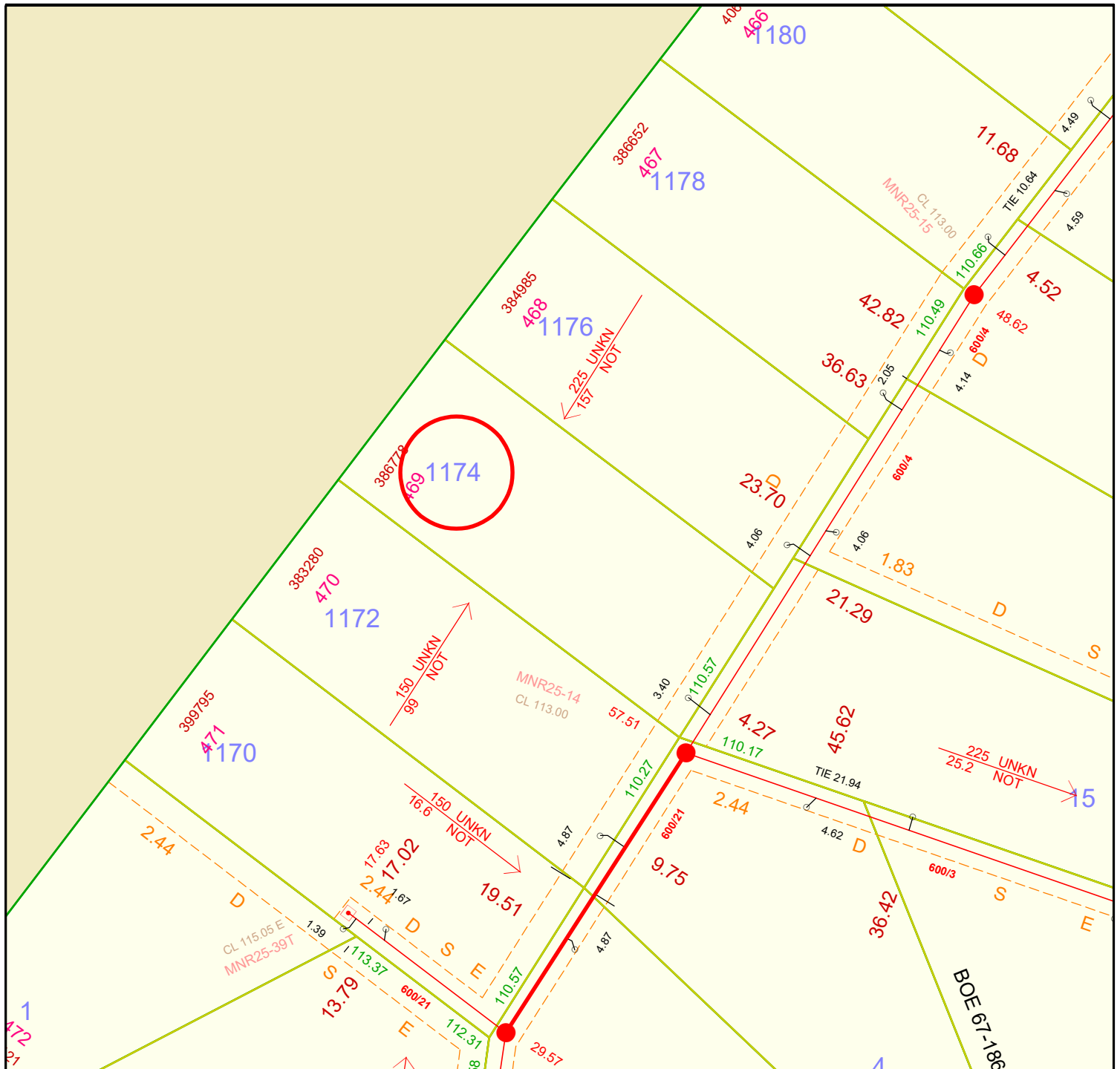
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROPYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: UNKN
Average Depth (m): 2.5

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 1363133



Address 1174 PLENTY ROAD BUNDOORA 3083

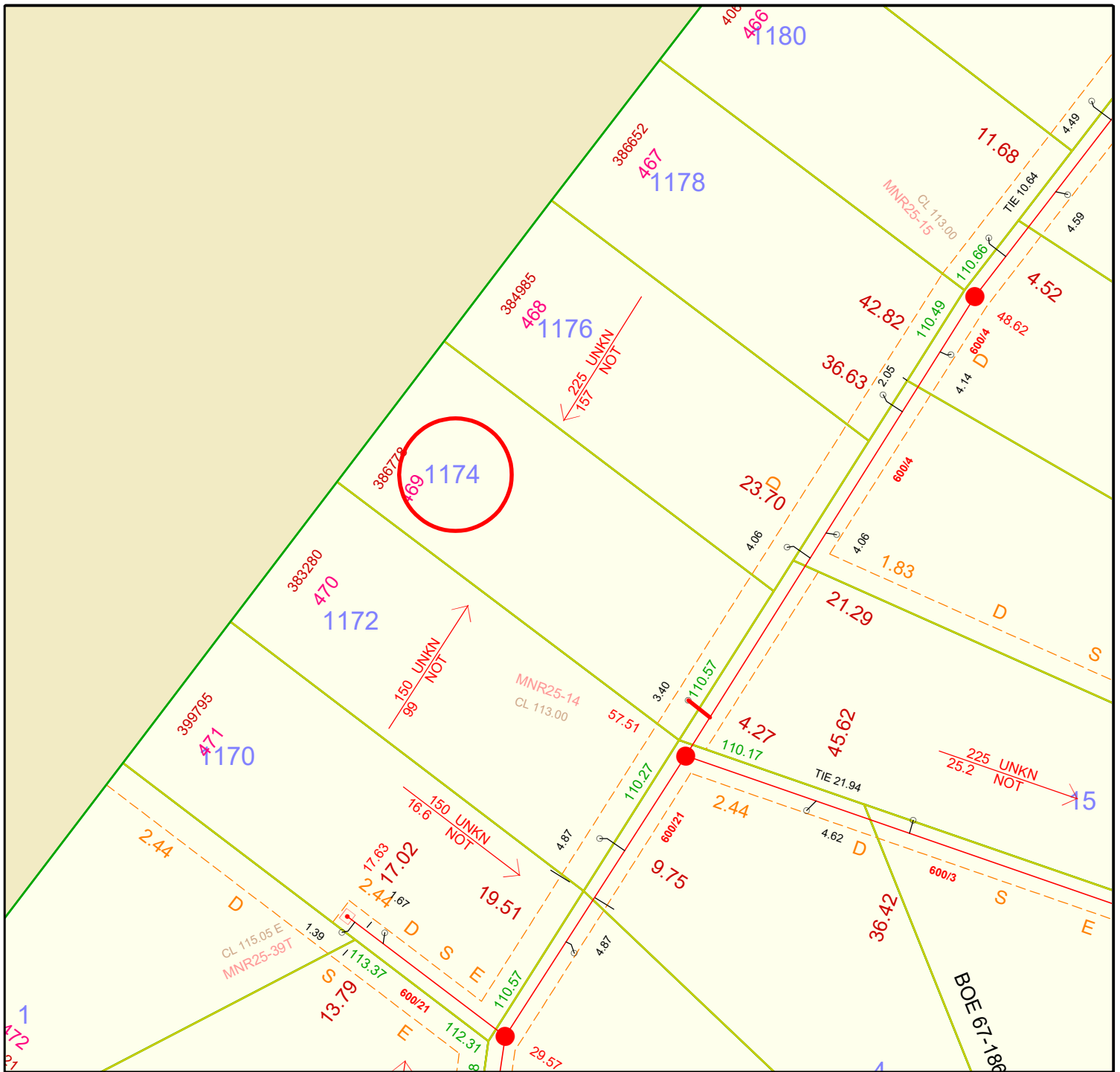
**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Date	3/03/2014
Scale	500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Circular Access Point		Abbreviation Pipe Material VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROPYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS Pipe Size: 150 Pipe Material: UNKN Average Depth (m): 3.08 Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. YVW Ref: 1363133
Proposed Title		Offset Distance			
Access Point Number		Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			



**Yarra Valley Water
Sewer Branch
Asset Map**

Address 1174 PLENTY ROAD BUNDOORA 3083

Date	3/03/2014
Scale	500



Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

Abbreviation Pipe Material

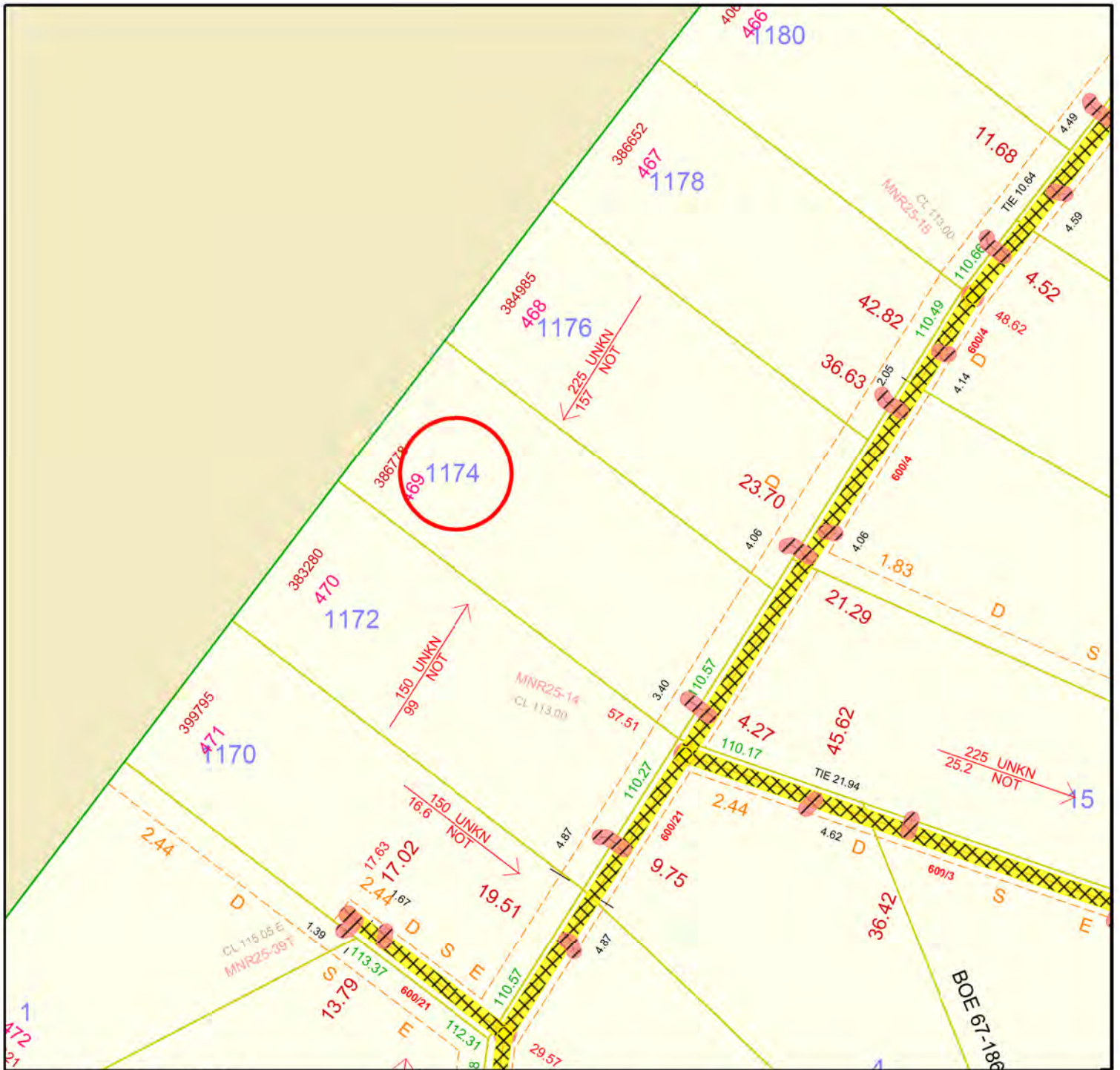
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS


Branch Size: 100
Branch Material: UNK
Branch Depth (m): 1.27

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 1363133



**Yarra Valley Water
Buildover Plan
Reference: Plan B
Residences & Habitable
Structures**

Address	1174 PLENTY ROAD BUNDOORA 3083	
Date	3/03/2014	
Scale	500	



Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Existing Title		Circular Access Point		Offset Distance	
Proposed Title		Junction		End of Pipe	
Access Point Number		Gas Check Manhole		Maintenance Shaft	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer	
Abandoned Sewer		Rectangle Manhole		Pump Station	
Existing Sewer		Chambered Manhole		Ventilation	
Change of Grade		Inspection Shaft			

PLAN REFERENCE CONDITION

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

YVW Ref: 128487

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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