# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

# Property Address: 603 DALTON Road EPPING VIC 3076

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

\* Particulars of sale; and

\* Special conditions, if any; and

\* General conditions -

in that order of priority.

# SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the Sale of Land Act
  - 1962 in accordance with Division 2 of Part II of the Act; and
  - a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation: or
- as agent 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	//20

Print name of person 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).

Print name of person signing ZHIHAO HUANG and YIXI WEN

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.

# **IMPORTANT NOTICE TO PURCHASERS**

## Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your 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'

# **Off-the-Plan Sales**

**Cooling-off period** 

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of • sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and • the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Section 9AA(1A)

Estate Agents (Contracts) Regulations 2008

# PARTICULARS OF SALE **VENDOR'S ESTATE AGENT** Harcourts Rata & Co Email: sold@rataandco.com.au Tel: 0404 737 577 Fax: Ref: Ron Singh ZHIHAO HUANG and YIXI WEN VENDOR VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER EASY LINK CONVEYANCING of 328 Main Road East, St Albans 3021 Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-24/35147 Email: settlement2@easylinkconveyancing.com.au PURCHASER PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER of Tel: Fax: Ref: Email: LAND (general conditions 7 & 13) The Land is:-Described in the table below Certificate of Title Reference Being Lot On plan 09137/261 1 TP 581031G The Land includes all improvements and fixtures. **PROPERTY ADDRESS** The address of the land is: 603 Dalton Road Epping Vic 3076

<u>GOODS SOLD WITH THE LAND</u> (general condition 6.3(f)) All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Exclusions: Roses at the garden and circle light on the main bedroom

# PAYMENT

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

# Deposit bond

General condition 15 applies only if the box is checked

# Bank guarantee

General condition 16 applies only if the box is checked

# **<u>GST</u>** (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	d to calculate G	SST then add	the words
'margin scheme' in this box:			

# SETTLEMENT (general condition 17 & 26.2)

# Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

# **LEASE** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the 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: Residential tenancy agreement for a fixed term ending Periodic residential tenancy agreement determinable by notice Lease for a term ending......with.....option to renew, each of........ years

# 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 (general condition 20) - NOT APPLICABLE AT AUCTION

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

- Lender:
- Loan amount: \$

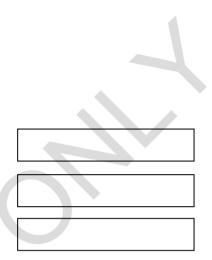
Approval date:

# **Building report**

General condition 21 applies only if the box is checked

# Pest report

General condition 22 applies only if the box is checked



# SPECIAL CONDITIONS

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

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

# 1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
- 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
- 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
- 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
- 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
- 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

# WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
- 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
- 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
- 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
- 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

# CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
- 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
- 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
- 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
- 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

# 2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

# 3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

# 4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

# 5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

# 6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

# 7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

# 8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

# 9. GC 23 – special condition

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

# 10. GC 28 - special condition

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

# 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 be half, 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 preemptive 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 lodgement 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 lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
  - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic 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.

- 23.1 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:
  - 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.

### **GST WITHHOLDING** 25.

- 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:
  - engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of (a) 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:
  - pay, or ensure payment of, the amount to the Commissioner in the manner required by the (a) 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:
  - settlement is conducted through an electronic lodgment network; and (a)
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect (b) 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:
  - immediately after settlement provide the bank cheque to the Commissioner to pay the amount in (c) relation to the supply; and
  - give the purchaser a receipt for the bank cheque which identifies the transaction and includes (d) 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:

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

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:
  - at settlement, the property is not new residential premises or potential residential land in either case (a) 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
  - the amount described in a written notice given by the vendor to the purchaser under section 14-255 (b) 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 nonpayment 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 nonpayment or late payment of the amount if either exception applies.

# Transactional

### **TIME & CO OPERATION** 26.

- 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
  - by pre-paid post, or (b)
  - in any manner authorized by law or by the Supreme Court for service of documents, including any (C) 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:
  - express post is taken to have been served on the next business day after posting, unless proved (a) 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:
  - email is taken to have been served at the time of receipt within the meaning of section 13A of the (d) 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:
  - 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 ...... of .....

- (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

his day of	<sup>2</sup>
------------	--------------

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	)

# **Real Estate Auction Rules**

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.

2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.

3. The vendors have a reserve price.

4. As the Auctioneer, I will indicate bidders on request.

5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.

7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.

8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.



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

Vendor: ZHIHAO HUANG and YIXI WEN

**Property:** 

603 DALTON Road EPPING VIC 3076

# VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING Shop 328 Main Road East ST ALBANS VIC 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/35147

# 32A <u>FINANCIAL MATTERS</u>

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$ 5,000
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
   Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
  - See attached certificate

# 32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-Not Applicable

No such Insurance has been effected to the Vendors knowledge.

# 32C LAND USE

(a) **RESTRICTIONS** 

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

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

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

# (b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) PLANNING

Planning Scheme: WHITTLESEA CITY COUNCIL Responsible Authority: WHITTLESEA CITY COUNCIL Zoning: GRZ General Residential Zone Planning Overlay/s: See attached reports

# 32D NOTICES

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

# 32E BUILDING PERMITS

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

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

# 32F OWNERS CORPORATION

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

# 32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

# 32H SERVICES

Service Electricity supply	Status Connected	
Gas supply	Connected	
Water supply	Connected	
Sewerage	Connected	
Telephone services	Connected	

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

# 32I <u>TITLE</u>

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of (i) the last conveyance in the Chain of Title to the land; or
  (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -

(i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and(ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and

(iii) details of any proposals relating to subsequent stages that are known to the Vendor; and (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.

(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -

(i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or

(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

Name of the Vendor	X7/77N1	
ZHIHAO HUANG and YIXI	WEN	
Signature/s of the Vendor		
×		
The Purchaser acknowledges be signed any contract.	ing given a duplicate of this statement signed by the	Vendor before the P
The Purchaser further acknowled	ges being directed to the DUE DILIGENCE CHECKL	IST.
DATE OF THIS ACKNOWLI	EDGMENT / /20	
Name of the Purchaser		-
Signature/s of the Purchaser		
u.		
*		
× 		
× 		
× 		

# Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

# Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

- 1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;  $\Box$  Yes /  $\boxtimes$  No. If Yes, please specify:
- 2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);  $\Box$  Yes /  $\boxtimes$  No. If Yes, please specify:
- 3. There has been a significant event at the property, including a flood, or a bushfire;  $\Box$  Yes /  $\boxtimes$  No. If Yes, please specify:
- 4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes  $\Box$  Yes /  $\boxtimes$  No. If Yes, please specify:
- 5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);

 $\Box$  Yes /  $\boxtimes$  No. If Yes, please specify:

6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;

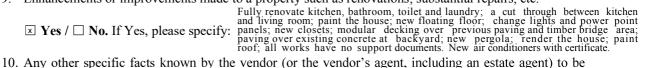
 $\Box$  Yes /  $\boxtimes$  No. If Yes, please specify:

7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;

x Yes / □No. If Yes, please specify: Pergola

- The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
  - use for the manufacture of substances such as methylamphetamine, or 0
  - a defence or fire brigade training site involving the use of hazardous materials. 0
  - $\Box$  Yes /  $\boxtimes$  No. If Yes, please specify:
  - Enhancements or improvements made to a property such as renovations, substantial repairs, etc.

 $\times$  Yes /  $\Box$  No. If Yes, please specify:



important to a specific purchaser;

 $\boxtimes$  Yes /  $\square$  No. If Yes, please specify:

The circle light on the main bedroom wall is a bedside light won't be sale with the house; all the propagating roses we planted at the vigge garden won't be sale with the house.

4

EASY LINK CONVEYANCING



# VEEC Assignment Form: Space Heating and Cooling (Activity 6) – Residential Premises

Version 1.3.1 - 1 August 2024

Accredited Provider			
Company Name:	Ecocare Carbon Solutions		
Contact Number:	1300 111 326		
Contact Email:	info@ecocarecarbon.com.au		

# Section 1: Consumer rights information

As the energy consumer, you own the right to create certificates for energy saving activities undertaken at your premises under the Victorian Energy Upgrades program. One Victorian energy efficiency certificate (VEEC) represents one tonne of carbon dioxide equivalent ( $CO_2$ -e) to be reduced by the activity.

You can assign your right to create certificates to an accredited provider under the Victorian Energy Upgrades program. In assigning your right, the accredited provider will be entitled to create and own the certificates for the activity undertaken at your premises. In return, the accredited provider should provide you with an identifiable benefit (e.g., price reduction on a product, free installation, or a cash-back arrangement).

You are responsible for ensuring you are satisfied with the terms of the assignment of certificates to the accredited provider (as detailed above) prior to proceeding with the activity.

If you experience any issues with the outcome of this activity, you should contact the accredited provider to resolve the matter. For any outstanding issues, you can contact program staff members at the Essential Services Commission, the government body responsible for administering the program, by sending an email to veu@esc.vic.gov.au.

# Section 2: Installation details and installer declaration

# Part A: Installation details

	Installation details	
	Installation address:	603 DALTON ROAD EPPING VIC 3076
ľ	Installation date:	29/10/2024

# Electrician details Name: XIAOYUAN NI Company name: Ecocare Carbon Solutions Company address: 8 Phoenix Court Braeside VIC 3195 Phone number: 1300 111 326 Electrician licence ruber: A70094

# Licenced plumber details

Name:Shuai WangCompany name:Ecocare Carbon SolutionsCompany address:8 Phoenix Court Braeside VIC 3195Phone number:1300 111 326Plumbing licence number:122395

# Registered plumber details<sup>1</sup>

Name:

Company name:

Company address:

Phone number:

Plumbing registration number:

# Refrigerant handling details

Name:

Company name:

Company address:

Phone number:

Refrigerant handling licence number:

<sup>&</sup>lt;sup>1</sup> These fields are only required to be included/completed if installer undertaking the upgrade and signing this form is a registered plumber (not a licensed plumber)

# Decommissioning scenario(s) and decommissioned product(s) details

□ Hard-wired resistance electric room heater only (no refrigerative air conditioner) which is the main form of heating.

□ Hard-wired resistance electric heater which is the main form of heating any premises and refrigerative air conditioner

□ Central electric resistance that provides heating to at least 100m2 floor area or slab heater only (no refrigerative air conditioner) which is the main form of heating.

□ Central electric resistance that provides heating to at least 100m2 floor area or slab heater which is the main form of heating, and refrigerative air conditioner

Ducted reverse cycle air conditioner with is the main form of heating

□ Non-ducted reverse cycle air conditioner

Ducted gas heater only which is the main form of heating

□ Ducted gas heater which is the main form of heating any premises and refrigerative air conditioner (whether ducted or not)

□ Non-ducted gas heater only (no refrigerative air conditioner)

□ Non-ducted gas heater and refrigerative air conditioner

□ No decommissioning

Brand(s): Other, Brivis

Model(s): buffalo 20

Please specify method used to decommission the product(s)

The old unit was rendered inoperable by permanent electrical disconnection at the switchboard and/or cutting the wire

# Installed product details

# Product type:

 $\Box$  6A: Ducted air to air R < 10 kW

 $\Box$  6B(ii): Ducted air to air 25 kW  $\leq$  R  $\leq$  39 kW

 $\Box$  6D: Non-ducted air to air R < 4 kW

 $\Box$  6E(ii): Non-ducted air to air 7 kW  $\leq$  R < 10 kW

- $\Box$  6G Non-ducted air to air 39kW < R ≤ 65kW
- $\Box$  6B(i): Ducted air to air 10 kW  $\leq$  R  $\leq$  25 kW

□ 6C: Ducted air to air 39 kW < R ≤ 65 kW

 $\Box$  6E(i): Non-ducted air to air 4 kW  $\leq$  R < 7 kW

 $\checkmark$  6F: Non-ducted air to air 10kW  $\leq$  R  $\leq$  39kW

Are all indoor units installed from the same original equipment manufacturer	✓ Yes	🗆 No
as the connected outdoor unit (for multi-split systems only)?		

System 1:

Area: 101 - 120m2

Brand: MIDEA

Model: MULMI0618B

Serial number(s): 541N804340343130130057 541Q236220148010170408 541P620140148030170085 541P061620144270130490 541P852200148030150042

Total rated heating capacity of all installed indoor units (for multi-split systems only): 19.42kw

Total rated cooling capacity of all installed indoor units (for multi-split systems only): 18.2kw

System 2:	Area:	
Brand:	Model:	
Serial number(s):		
Total rated heating capacity of all installed indoor units (for multi-split systems only):		
Total rated cooling capacity of all insta	alled indoor units (for multi-split systems only):	
System 3:	Area:	
Brand:	Model:	
Serial number(s):		
Total rated heating capacity of all installed indoor units (for multi-split systems only):		
Total rated cooling capacity of all installed indoor units (for multi-split systems only):		
System 4:	Area:	
Brand:	Model:	
Serial number(s):		
Total rated heating capacity of all installed indoor units (for multi-split systems only):		
Total rated cooling capacity of all installed indoor units (for multi-split systems only):		
System 5:	Area:	
Brand:	Model:	
Serial number(s):		
Total rated heating capacity of all installed indoor units (for multi-split systems only): Total rated cooling capacity of all installed indoor units (for multi-split systems only):		
Area (m2) heated/cooled by baseline product – per product	□ 0 -20m2 □ 21 - 40m2 □ 41 - 60m2 □ 61 - 80m2 □ 81 - 100m2 □ 101 - 120m2 □ 121 - 140m2 □ 141 - 160m2 □ 161m2 +	
Do the product(s) installed match the r Space Heating and Cooling Consumer		

\*If 'no', please provide the reason why the recommended size system was not installed:

Certificate details			
Is a VBA Compliance Certificate require	d for the work undertaken?	🗹 Yes	□ No
Is a Certificate of Electrical Safety require	red for the work undertaken?	✓ Yes	□ No
Certificate of Electrical Safety number:	N5 0331 8693 2		
VBA Compliance Certificate number:	17714534		

# Form of benefit provided

□ Upfront cash □ Price reduction □ Delayed cash □ Free installation □ Other (please describe)

Amount of benefit provided for assignment of certificates: \$0.00

# Part B: Declaration by installer

I declare that:

- I am registered or licensed to undertake the installation of the above product(s)
- I am registered or licensed to decommission the replaced product(s), or the replaced product(s) have been decommissioned by an appropriately registered or licensed person
- the product(s) have been installed at a residential premises
- where applicable, the consumer has been informed that a VBA Compliance Certificate and/or Certificate of Electrical Safety is required for the work undertaken and will be provided a copy of the relevant certificate within five working days of installation
- I have provided the consumer with the VEU Space Heating and Cooling Consumer Fact Sheet and have:
  - provided them clear and accurate information on the suitability of the product(s) to be installed to meet their space heating and cooling needs.
  - advised them on whether the size of the product(s) to be installed is consistent with the size recommended in the fact sheet
- where existing product(s) are decommissioned as part of this activity:
  - the product(s) replaced as part of this installation were not installed for the purposes of being decommissioned as part of this installation
  - the construction of the premises in which the activity was undertaken was not completed in the twoyear period preceding the date the activity was undertaken.
- the waste or debris generated from the activity, including the decommissioned product(s) (where it is practical and safe to remove the decommissioned product(s)), will be removed from the consumer's premises and will be disposed of in accordance with all applicable waste management requirements under the *Environment Protection Act 2017* and its regulations.
- the installation meets all relevant laws, standards and building codes.

• the information supplied in this form is complete and accurate and I am aware that it is an offence to provide false or misleading information to the Essential Services Commission under the *Victorian Energy Efficiency Target Act 2007.* 

```
Signature:
```

Date: 29/10/2024

# Section 3: Agreement between installer and consumer on scope of decommissioning work as part of installation

As part of the installation of the new product(s), the installer will: (tick all applicable boxes)

- disable, decommission and remove the replaced product(s) for disposal
- disable and decommission the replaced product(s) so that it cannot be used again, but the product will be left on site as it is not practical and safe for the product to be removed
- As part of the installation of the new product(s), the installer will: (tick applicable box)
- undertake, or organise, the completion of all necessary building repair work as part of the installation
- undertake, or organise, the completion of some of the building repair work as part of the installation (list what work will be included and what will not be included)

Outline of building repair work

not be responsible for undertaking or organising any building repair work as part of the installation

# Part A: Declaration by installer

I declare that:

• I have informed the consumer of the scope of work required to decommission the old product(s) and install new product(s) and the consumer has agreed to the above scope of work

Signature:

Date: 29/10/2024

# Part B: Acknowledgement by consumer

I acknowledge that:

- the replaced product(s) will need to be decommissioned in a practical and safe manner so that it cannot be reused again
- I have been informed and agree to above scope of work being carried out by the installer as part of the decommissioning of old product(s) and installing new product(s)

Signature:

Date: 29/10/2024

# Section 4: Consumer details and declaration

# **Part A: Consumer details**

Consumer details		
Name: Zhihao Huang		
Phone number: 0412389910		
Email address: Zhihao22@outlook.com		
I have received a VBA Compliance Certificate for the work	☑ Yes	□ No
I have received a Certificate of Electrical Safety for the work	☑ Yes	□ No
I have been informed that a VBA Compliance Certificate and/or Certificate of Electrical Safety is required for the work undertaken and that I will be provided a copy of the relevant certificate:	🗹 Yes	□ No
I have been provided with the VEU Space Heating and Cooling Consumer Fact Sheet and have been provided clear information to assist me in choosing the appropriately sized air conditioner for my heating and cooling needs	☑ Yes	□ No
I have been informed that the size of the installed product is consistent with the size recommended in the VEU Space Heating and Cooling Consumer Fact Sheet	🗹 Yes	□ No

# Part B: Declaration by consumer

I declare that:

- I am the energy consumer of the residence at the above installation address
- To the best of my knowledge, the information provided by the installer in Part A, Section 2 is correct and complete
- the product(s) replaced as part of this installation were not installed for the purposes of being decommissioned as part of this installation
- the waste and/or debris generated for this activity, including the decommissioned product(s) (where it is practical and safe to remove the decommissioned product(s)), has been removed from the premises
- I understand that by signing this form I am assigning the right to create certificates for the installation to the accredited provider
- I have received an identifiable benefit from the accredited provider in exchange for assigning my rights to create the certificates for the above installation.
- the Essential Services Commission has the right to inspect the installation with reasonable notice
- I understand that information on this form will be disclosed to the Essential Services Commission for the purpose of creating certificates under the *Victorian Energy Efficiency Target Act 2007* and for related verification, audit and program monitoring purposes
- I understand that the Essential Services Commission may use the details provided on this form to issue commission correspondence.
- I am aware that it is an offence to provide false or misleading information to the Essential Services Commission or any person exercising powers under or in connection with the *Victorian Energy Efficiency Target Act 2007.*

Signature: Date: 29/10/2024

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TITLE PLAN	i l	EDITION 1	TP 581031G
Location of Land Parish: WOL Township: EPPI Section: Crown Allotment: Crown Portion: Last Plan Reference: LP8			Notations
	9137 FOL 261	ANY REFERENCE TO MAP IN TH THIS TITLE PLAN	HE TEXT MEANS THE DIAGRAM SHOWN ON
	Description of Land / Easement Informati ENCUMBRANCES REFERRED s to any land coloured blue <u>HE EASEMENTS</u> (if any) existing over Virtue of S Transfer of	TO: or the same by	THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 19/11/2003 VERIFIED: L.S.
	TABLE OF PAR VARNING: Where multiple parcels are referred to multiple sparcels are referred parcel 1 = LOT 203 ON LPB4119	d to or shown on this Title Plan this	COLOUR CODE BL=BLUE
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 × Feet Metres = 0.201168 × Links		Sheet 1 of 1 sheets



From www.planning.vic.gov.au at 14 January 2025 03:25 PM

#### **PROPERTY DETAILS**

Address:	603 DALTON ROAD	EPPING 3076	
Lot and Plan Number:	Lot 1 TP581031		
Standard Parcel Identifier (SPI):	1\TP581031		
Local Government Area (Council):	WHITTLESEA		www.whittlesea.vic.gov.au
Council Property Number:	532762		
Planning Scheme:	Whittlesea		Planning Scheme - Whittlesea
Directory Reference:	Melway 182 C10		
UTILITIES		STATE ELECTORATES	
Rural Water Corporation: South	ern Rural Water	Legislative Council:	NORTH-EASTERN METROPOLITAN
Malbaurra Matar Datailar Verne	Valley Water	Logiclative Accombly:	

## Melbourne Water Retailer: Yarra Valley Water Inside drainage boundary AUSNET

Legislative Assembly:

**MILL PARK** 

#### OTHER

Registered Aboriginal Party:	Wurundjeri Woi Wurrung Cultural
	Heritage Aboriginal Corporation

#### View location in VicPlan

Melbourne Water:

Power Distributor:

#### PLANNING SUMMARY

Bushfire Prone Are	This property is not in a designated bushfire prone area.
Planning Zone	GENERAL RESIDENTIAL ZONE (GRZ)
	GENERAL RESIDENTIAL ZONE - SCHEDULE 5 (GRZ5)
Planning Overlay	DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
	DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)
	LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

#### Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

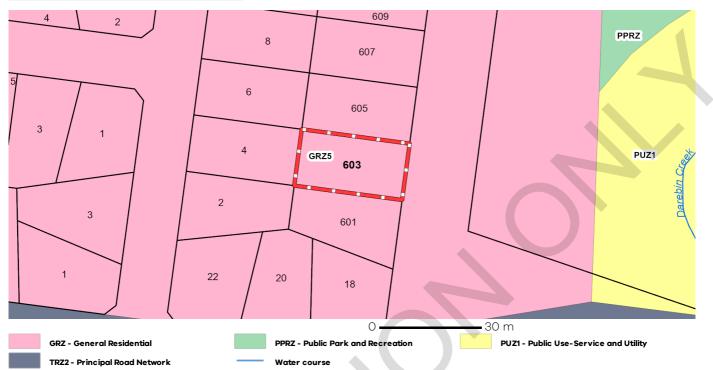
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#### **Planning Zones**

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 5 (GRZ5)



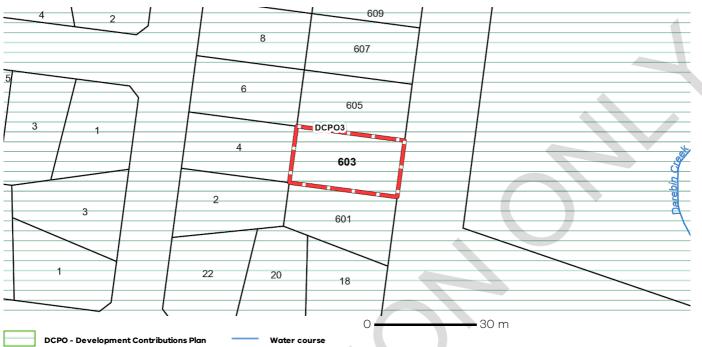
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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### Planning Overlays

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



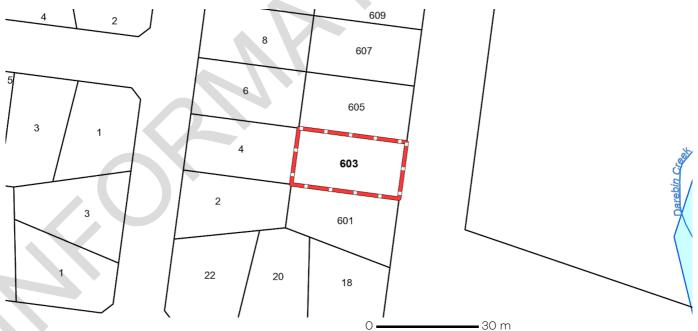
Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



#### LSIO - Land Subject to Inundation Overlay Water course

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

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#### Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

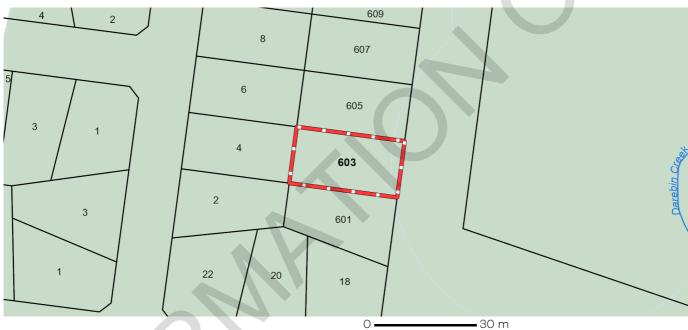
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation



Aboriginal Cultural Heritage

Water course

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Department of Transport and Planning

#### **Further Planning Information**

Planning scheme data last updated on 09 January 2025.

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

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 <u>https://www.planning.vic.gov.au</u>

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#### Department of Transport and Planning

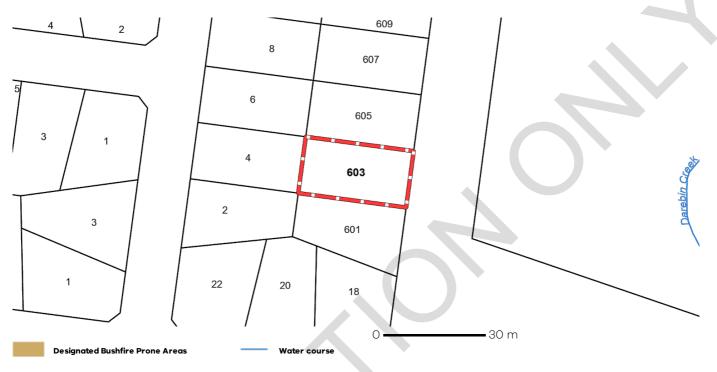
#### **Designated Bushfire Prone Areas**

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 <u>https://www.planning.vic.gov.au</u>.

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)

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## **PROPERTY REPORT**



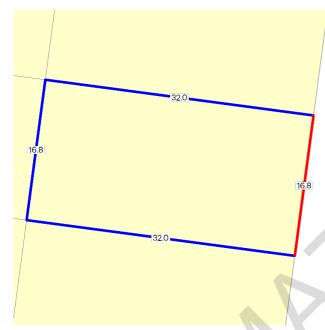
From www.land.vic.gov.au at 14 January 2025 03:25 PM

#### **PROPERTY DETAILS**

Address:	603 DALTON ROAD EPPING 3076	
Lot and Plan Number:	Lot 1 TP581031	
Standard Parcel Identifier (SPI):	1\TP581031	
Local Government Area (Council):	WHITTLESEA	www.whittlesea.vic.gov.au
Council Property Number:	532762	
Directory Reference:	Melway 182 C10	

#### SITE DIMENSIONS

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



#### **Area:** 536 sq. m Perimeter: 98 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 <u>Title and Property</u> Certificates

#### UTILITIES

Rural Water Corporation:

Melbourne Water Retailer:

Melbourne Water: Power Distributor: **Yarra Valley Water** Inside drainage boundary AUSNET

Southern Rural Water

#### STATE ELECTORATES

Legislative Council: Legislative Assembly: MILL PARK

NORTH-EASTERN METROPOLITAN

#### PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

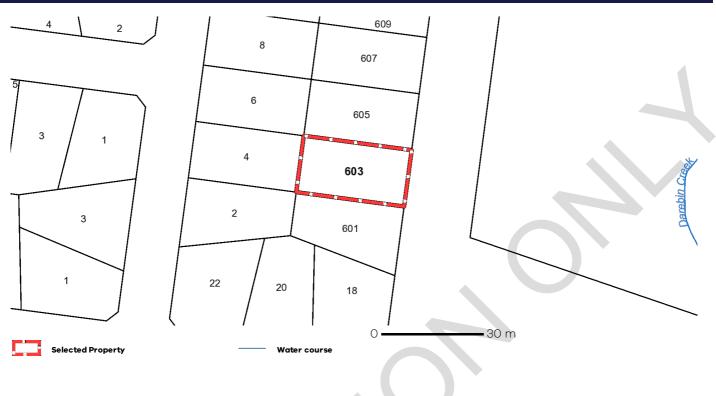
Planning Property Reports can be found via these two links Vicplan https://mapshare.vic.gov.au/vicplan/ Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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## **PROPERTY REPORT**

## Area Map





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EASY LINK CONVEYANCING, CARE OF LANDCHECKER				Your Refere	ence: LD:7534	7184-011-7.HN-24/35
				Certificate N	No: 8121498	5
				Issue Date:	20 DEC 2	2024
				Enquiries:	ESYSPR	OD
Land Address:	603 DALTON ROAD	EPPING VIC	3076			
Land Id 2889583	<b>Lot</b> 1	<b>Plan</b> 581031	<b>Volume</b> 9137	<b>Folio</b> 261		Tax Payable \$0.00
Vendor: Purchaser:	YIXI WEN & ZHIHAO TBA TBA	HUANG				
Current Land Tax	ζ.	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS YIXI WEN		2024	\$400,000	\$0.00	\$0.00	\$0.00
Comments: Pro	operty is exempt: LTX	Principal Plac	e of Residence.	U		
Current Vacant R	esidential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
Comments:						
Arrears of Land 1	Tax	Year		Proportional Tax	Penalty/Interest	Total
	subject to the notes that					
reverse. The appl	icant should read thes	e notes carefi	CAPI	TAL IMPROVED	VALUE: \$55	0,000
1/0/3-	det		SITE	VALUE:	\$40	0,000
Paul Broderick Commissioner of	State Revenue		CUR	RENT LAND TAX	X CHARGE: \$0.0	0



ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

## Certificate No: 81214985

#### Power to issue Certificate

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

#### Amount shown on Certificate

- 2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and

- Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

#### Land tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Apportioning or passing on land tax to a purchaser

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

#### General information

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

- There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$1,650.00

Taxable Value = \$400,000

Calculated as \$1,350 plus ( \$400,000 - \$300,000) multiplied by 0.300 cents.

#### Land Tax - Payment Options

ВРАУ	CARD		
Biller Code: 5249 Ref: 81214985	Ref: 81214985		
Telephone & Internet Banking - BPAY®	Visa or Mastercard		
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	Pay via our website or phone 13 21 61. A card payment fee applies.		
www.bpay.com.au	sro.vic.gov.au/paylandtax		

## **Property Clearance Certificate**

Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER				Your Reference:	LD:75347184-011-7.HN-24/35147
				Certificate No:	81214985
				Issue Date:	20 DEC 2024
				Enquires:	ESYSPROD
Land Address:	603 DALTON R	OAD EPPING	VIC 3076		
Land Id	Lot	Plan	Volume	Folio	Tax Payable
2889583	1	581031	9137	261	\$0.00
AVPCC	Date of entry	Entry	Date land becomes	Comment	
110	into reform	interest	CIPT taxable land	The AV/DCC ellegeted to t	the land is not a qualifying
110	N/A	N/A	N/A		he land is not a qualifying
				use.	

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

ay

Paul Broderick Commissioner of State Revenue

CURRENT CIPT CHARGE:	\$0.00
SITE VALUE:	\$400,000
CAPITAL IMPROVED VALUE:	\$550,000



ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

## Notes to Certificate - Commercial and Industrial Property Tax

### Certificate No: 81214985

#### Power to issue Certificate

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

#### Amount shown on Certificate

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

#### Australian Valuation Property Classification Code (AVPCC)

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

#### Commercial and industrial property tax information

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

#### Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

#### Commercial and industrial property tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Passing on commercial and industrial property tax to a purchaser

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

#### General information

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

# **Property Clearance Certificate**

## Windfall Gains Tax



EASY LINK CON	VEYANCING, CAR	RE OF LANDCHECKER	Your Reference:	LD:75347184-011-7.HN-24 /35147	
			Certificate No:	81214985	
			Issue Date:	20 DEC 2024	
Land Address:	603 DALTON ROAD	DEPPING VIC 3076			
Lot	Plan	Volume	Folio		
1	581031	9137	261		
Vendor:	YIXI WEN & ZHIHAO	O HUANG			
Purchaser:	ΤΒΑ ΤΒΑ				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest Per	nalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00
Comments:	No windfall gains tax	< liability identified.			
	ubject to the notes tha cant should read these			FALL GAINS TAX	CHARGE:

l'al 3 det

**Paul Broderick** Commissioner of State Revenue



sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

## Notes to Certificate - Windfall Gains Tax

#### **Certificate No:** 81214985

#### Power to issue Certificate

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

#### Amount shown on Certificate

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

#### Windfall gains tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Passing on windfall gains tax to a purchaser

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

#### **General information**

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

in

11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

#### Windfall Gains Tax - Payment Options

	Biller Code: 416073 Ref: 81214983	CARD	Ref: 81214983	M m	nportant payment information /indfall gains tax payments must be nade using only these specific payment
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.		Pay v	Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies.		serences. Ising the incorrect references for the ifferent tax components listed on this roperty clearance certificate will result i hisallocated payments.
www.bpa	ay.com.au	sro.vi	c.gov.au/payment-options		



## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Easy Link Conveyancing, care of Landchecker Level 1, 49-51 Stead Street SOUTH MELBOURNE 3205

Client Reference: HN-24/35147

NO PROPOSALS. As at the 20th December 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

603 DALTON ROAD, EPPING 3076 CITY OF WHITTLESEA

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

Date of issue: 20th December 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75347184 - 75347184160630 'HN-24/35147'



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

20th December 2024

Easy Link Conveyancing, care of Landchecker C/- LA LANDATA

Dear Easy Link Conveyancing, care of Landchecker C/- LA,

### **RE: Application for Water Information Statement**

Property Address:	603 DALTON ROAD EPPING 3076			
Applicant	asy Link Conveyancing, care of Landchecker C/- LA			
	LANDATA			
Information Statement	30907602			
Conveyancing Account Number	7959580000			
Your Reference	HN-24/35147			

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

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

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

Yours sincerely,

1

Lisa Anelli GENERAL MANAGER RETAIL SERVICES



Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

yvw.com.au

F (03) 9872 1353 E enquiry@yvw.com.au

## Yarra Valley Water Property Information Statement

Property Address	603 DALTON ROAD EPPING 3076	

STATEMENT UNDER SECTION 158 WATER ACT 1989

## THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



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

## Melbourne Water Property Information Statement

Property Address	603 DALTON ROAD EPPING 3076		

STATEMENT UNDER SECTION 158 WATER ACT 1989

## THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

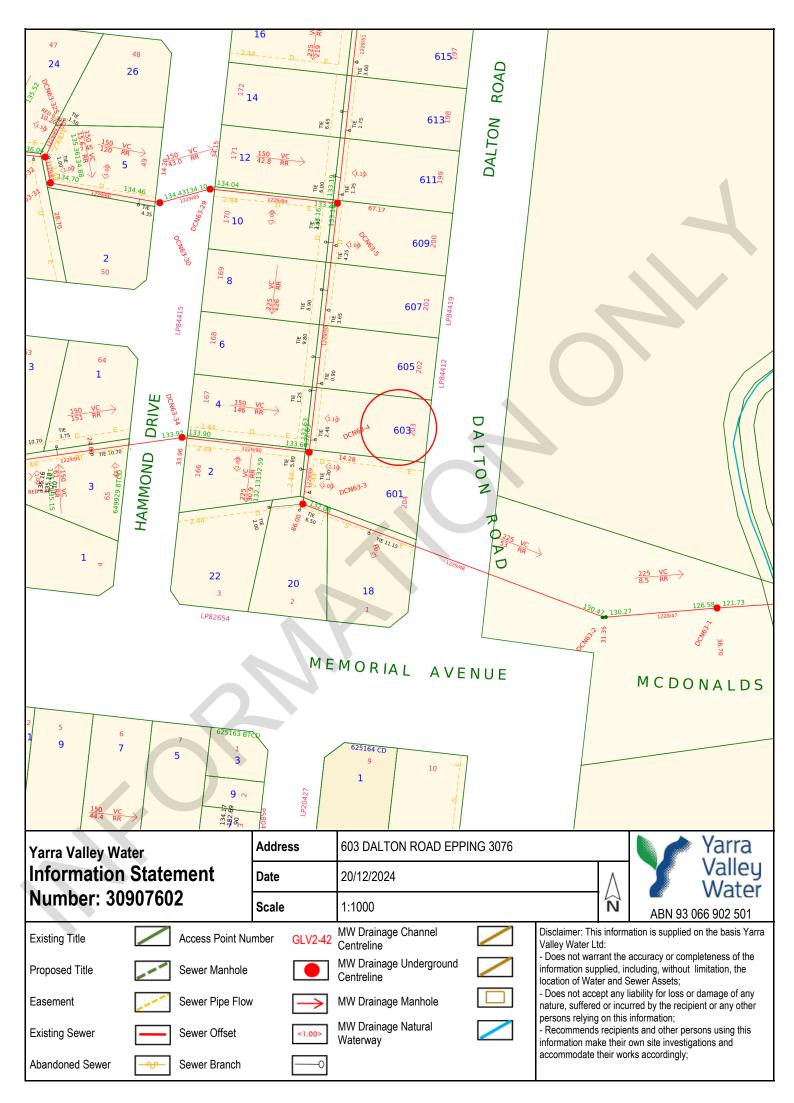
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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





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

Easy Link Conveyancing, care of Landchecker C/- LA LANDATA certificates@landata.vic.gov.au

## **RATES CERTIFICATE**

## Account No: 3649976370 Rate Certificate No: 30907602

With reference to your request for details regarding:

, , , , , , , , , , , , , , , , , , ,			
Property Address	Lot & Plan	Property Number	Property Type
603 DALTON RD, EPPING VIC 3076	1\TP581031	1226900	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 40.920000kL x \$3.43420000 = \$140.53</i> <i>Step 2 – 2.080000kL x \$4.50590000 = \$9.37</i> Estimated Average Daily Usage \$1.61	06-08-2024 to 07-11-2024	\$149.90	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$0.00
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$0.00
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$0.00
Other Charges:			
Interest No interest	applicable at this time		
No further charge	es applicable to this property		
	Balance Brou	ght Forward	\$0.00

Total for This Property

**GENERAL MANAGER** RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

Date of Issue: 20/12/2024 Your Ref: HN-24/35147

\$0.00

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
 9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

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

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

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



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: 1226900 Address: 603 DALTON RD, EPPING VIC 3076 Water Information Statement Number: 30907602 HOW TO PAY Biller Code: 314567 Ref: 36499763705 Amount Receipt Date Paid Paid Number

## Your quarterly bill

Emailed to: zhihao22@outlook.com

MR Z HUANG & MS Y WEN

603 DALTON RD **EPPING VIC 3076** 



Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	36 4997 6370
Invoice number	3640 2359 16157
Issue date	8 Nov 2024
	603 DALTON RD
Property address	EPPING
Property reference	1226900, LOT 1
Tax Invoice Yarra Valley Wate	er ABN 93 066 902 501

Summary

Previous bill	\$294.53
Payment received thank you	-\$294.53
Balance carried forward	\$0.00
This bill	
Usage charges	\$149.90
Service charges	
Water supply system	\$20.86
Sewerage system	\$119.50
Other authority charges	
Waterways and drainage	\$30.77
Parks	\$21.98
Total this bill (GST does not apply)	\$343.01
Total balance	\$343.01

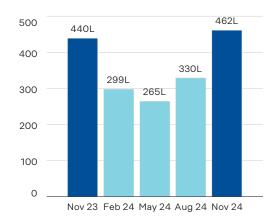


Usage charges Service charges

Other authority charges

## Your household's daily water use

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



Average use in litres per day



## Your daily spend

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



Valley Water



(EFT)

B

### **Direct debit** Sign up for Direct Debit at

yvw.com.au/directdebit or call 1300 304 688.

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

Account name: Yarra Valley Water BSB: 033-885 Account number: 364977532

## **BPAY®**

Biller code: 344366 Ref: 364 9976 3705

## How to pay

## Centrepay

 $\mathbf{O}$ 



## CRN reference: 555 054 118T



Biller code: 3042 Ref: 3640 2359 16157

#### **Credit Card** - -

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

## MR Z HUANG & MS Y WEN

Amount paid	\$
Due date	29 Nov 2024
Total due	\$343.01
Invoice number	3640 2359 16157
Account number	36 4997 6370

Last year This bill \$3.12 \$2.93

## Your usage detail

		1,000 111 85	
Meter number	Current reading	Previous reading	Usage
MAF166760	6,280kL -	6,237kL=	43kL
From 6 Aug 2024 - 7 Nov 2024			(93 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	40.920kL x	\$3.4342=	\$140.53
STEP 2 (441-880 litres per day)	2.080kL x	\$4.5059=	\$9.37
Total	43.000kL		\$149.90
Total usage charges			\$149.90

1kl = 1.000 litros

## Your charges explained

#### Water and sewer usage charge 6 August 2024 - 7 November 2024

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

Water supply system charge 1 October 2024 - 31 December 2024 A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

 $\rightarrow$ Sewerage system charge 1 October 2024 - 31 December 2024 A fixed cost for running, maintaining, and repairing the sewerage system.

#### Other authority charges Waterways and drainage charge 1 October 2024 - 31 December 2024 Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

#### Parks charge 公

1 October 2024 - 31 December 2024 Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

## Financial assistance

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

## Contact us

Speak and Listen

& Enquiries 1300 304 688 Faults and Emergencies 13 27 62 (24hr) @ enquiry@yvw.com.au 🖓 yvw.com.au TTY Voice Calls

133 677 1300 555 727

For language assistance 1300 914 361 العربية 1300 921 362 廣東話 1300 931 364 Ελληνικά 1300 927 363 普通话 For all other languages call our translation service on 03 9046 4173

## Next meter reading:

Between 6-13 Feb 2025

## **Register your** concession

Save up to 50% on your water and sewer charges.

 γvw.com.au/concessions
 **& 1300 441 248** 

\*Health Care, Pension or DVA health card holders

## Support when it matters

## We know managing bills can be tough

That's why we offer a range of options to help take the pressure off bill payments:

- payment plans
- payment extensions
- concession discounts utility relief grants.

**§** 1300 441 248 **⋈ yvw.com.au/watercare** 



**Date of issue** 24/12/2024

Assessment No. 532762

Certificate No. 167759 **Your reference** 75347184-015-5

Landata GPO Box 527 MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

Property location: 603 Dalton Road EPPING 3076 Description: LOT: 1 TP: 581031G AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$550,000	\$410,000	\$27,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

### Rates & charges

General rate levied on 01/07/2024	\$1,287.98
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$47.85
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 24/12/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$896.88
Balance of rates & charges due:	

**Property debts** 

Other debtor amounts

#### Special rates & charges

nil

#### Total rates, charges and other monies due

\$896.00

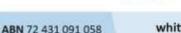
\$896.00

### Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices 25 Ferres Boulevard, South Morang VIC 3752 Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Email: info@whittlesea.vic.gov.au

Phone: 9217 2170 National Relay Service: 133 677 (ask for 9217 2170)



whittlesea.vic.gov.au

131 450

Free telephone interpreter service

## 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963. There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the Local Government Act 2020. Local Government Act 1989 or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

### 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the Penalty Interest Rates Act 1983. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:

Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

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

## Payment can be made using these options.

www.whittlesea.vic.gov.au Ref 532762

Phone 1300 301 185 Ref 532762



Biller Code 5157 Ref 532762



## **Instalment notice** For the period 1 July 2024 to 30 June 2025

## հիկելիրերիներնուսիերիրեւ

Z Huang & Y Wen 603 Dalton Road **EPPING VIC 3076** 

029 R0\_301190 Assessment number: 0532762 **Property details** To receive your rates notice via email, register at 603 Dalton Road EPPING VIC 3076 Reference No:A21507F90A LOT 1 TP 581031G AVPCC 110 Detached Dwelling Issue date: 28/10/2024 Instalments Valuation details Amount payable by Site Value \$410,000 30/11/2024 Capital Improved Value \$550,000 \$448.00 Net Annual Value \$27,500 Valuation operative date 01/07/2024 Instalment 3 Level of value date 01/01/2024 \$448.00 Due By 28/02/2025 **Rates and charges** Instalment 4 \$448.00 \$0.00 Overdue amount Due By 31/05/2025 2nd instalment \$448.00 Total Payable by 30/11/2024 \$448.00

Payments received after 23 October 2024 may not be included on this notice.



Scan here to pay FlexiPay VISA Bank Bank Account G Pay

## How to pay



**Council Offices**  $(\mathbf{0})$ See the back of this notice for opening hours and locations



**BPAY** 

Ref: 0532762 BPAY this payment via internet or phone banking

## **FlexiPay**



Account

G Pay **€Pay** 

VISA

## **Post Billpay**



**Billpay Code:** Ref: 5327622

Pay in person at any post office: 🔇 131 816 or 🕢 postbillpay.com.au Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



#### **PENSION REBATE**

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

#### **RATE CAPPING**

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

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

#### **INTEREST ON LATE PAYMENTS**

Rates and charges not paid on or before the relevant due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

#### **FINANCIAL HARDSHIP**

If you are experiencing difficulties paying your rates because of financial hardship, you can submit an enquiry form for consideration under our Financial Hardship Policy. View the eligibility criteria and policy at whittlesea.vic.gov.au or you call us on 9217 2170.

#### ARRANGEMENTS

If you are having difficulty making your rates payment you can apply for a payment plan at <u>Whittlesea-pay.enotices.com.au</u> using the enotices reference on the front of this notice. Alternatively you can contact us about an arrangement, deferral or payment plan by emailing <u>arrangements@whittlesea.vic.gov.au</u>

#### **ALLOCATION OF PAYMENTS**

All payments will be credited in the following order: Legal costs, interest charges, overdue rates and charges, current year rates and charges

#### **CHANGE OF NAME/ADDRESS**

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

#### **PRIVACY STATEMENT**

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

#### **COUNCIL OFFICES AND CONTACT INFORMATION**

Civic Centre Office - 25 Ferres Boulevard, South Morang VIC 3752 Whittlesea Hub - 63 Church Street, Whittlesea Vic 3757

Locked Bag 1 BUNDOORA MDC VIC 3083

info@whittlesea.vic.gov.au Phone (03) 9217 2170 National Relay Service: 133 677 (ask for 9217 2170)

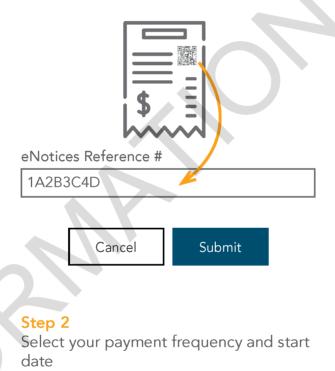




## Just 3 easy steps!

## Step 1

Scan the QR code on your notice and enter your contact details



## Step 3

Check your email inbox and click the link to provide your payment method.

# **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



## **SECTION 27 STATEMENT**

## VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: ZHIHAO HUANG and YIXI WEN
PROPERTY: 603 DALTON Road EPPING VIC 3076
1. The Property is subject to Mortgage(s), particulars of which are as follows:
(a) Mortgagee(s):AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD
of:
(b) Amount secured \$ Instalments \$ per Amount required to discharge the Mortgage \$ (THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)
(c) Rate of interest payable% p.a. Default rate% p.a.
(d) Due date of repayment of Mortgage(s):/
(e) The Mortgage does *does not provide for further advances *as follows:
(f) The Vendor is not in default under the Mortgage.
(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.
2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.
DATE OF VENDOR'S STATEMENT
SIGNATURE OF VENDOR(S)

## **RELEASE OF THE DEPOSIT BY THE PURCHASER(S)**

- 1. The Purchaser HEREBY ACKNOWLEDGES that:
  - A. The particulars provided by the Vendors in this Statement are accurate.
  - B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
  - C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.
- 2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

SIGNATURE OF PURCHASER(S) .....

## ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT	/20
SIGNATURE OF PURCHASER(S)	