

FORM 1
Estate Agents Act 1980
Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE
PARTICULARS OF SALE

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

Property Address: 3 Charlton Street, Blackburn North VIC 3130

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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 **Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

Section 9AA(1A) **Sale of Land Act 1962**

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

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

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing—

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /20

Print name of person signing

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

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 clear business days if none specified).

SIGNED BY THE VENDOR on / /20

Print name of person signing Hong Lu

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

SIGNED BY THE VENDOR on / /20

Print name of person signing Steven John Robertson

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

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

PARTICULARS OF SALE

Vendor's estate agent

Telephone: _____ Fax: _____ Email: _____

Vendor

_____ Hong Lu and Steven John Robertson _____

Vendor's legal practitioner or conveyancer

Destra Conveyancing Pty Ltd

Unit 3, 38-40 Prospect St Box Hill VIC 3128

Telephone: 0450 586 168

Fax: _____

Email: info@destraco.com.au

Purchaser

_____ of _____

Purchaser's legal practitioner or conveyancer

_____ of _____

Telephone: _____ Fax: _____ Email: _____

Land (general conditions 7 and 13)

The land is as described in the table below

Certificate of Title reference	being lot	on plan
12394/639	Lot 1	PS843432S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: _____ 3 Charlton Street, Blackburn North VIC 3130 _____

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

Payment

Price \$ _____

Deposit \$ _____ by _____ / _____ / 20 _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

Deposit Bond

☐ General condition 15 applies only if the box is checked

Bank Guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

Settlement (general condition 17 & 26.2)

is due on ____/____/20____

☐ the land is a lot on an unregistered plan of subdivision, therefore 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 & special condition 12)

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:

[As per Lease Agreement attached in the Section 32, if applicable]

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 23 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender:

Loan amount: \$

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:

FORM 2
Estate Agents Act 1980
Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

**Part 2 of the standard form of contract prescribed by the
Estate Agents (Contracts) Regulations 2008**

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and

inquiries.

6.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

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

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

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

7 IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8 SERVICES

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

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

9 CONSENTS

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

10 TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for

settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

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

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

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

19 GST

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

20 LOAN

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

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

21 BUILDING REPORT

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

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

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

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

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

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

22 PEST REPORT

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

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

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

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

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

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

23 ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay

the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the **supply* for the purposes of section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the

sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract * *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

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

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

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

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

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

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32 BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

- (b) any interest due under this contract as a result of the breach.

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

34.2 The default notice must:

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

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING

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

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

☒ Special condition 1 – Tax invoice

General condition 19.3 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (a) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is 'plus GST' or under general condition 13.1(a), (b) or (c)),
 - (b) the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ Special condition 2 – Guarantee

General condition 3 is amended by inserting the following at the end of it:

The guarantee from such director or directors must be in the form annexed to this contract.

☒ Special condition 3 – Auction

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules.

☒ Special condition 4 – Vendor statement and due diligence checklist

The purchaser acknowledges that prior to the signing of this contract, the purchaser has received from the vendor or the vendor's estate agent a statement pursuant to section 32 of the *Sale of Land Act 1962*, a due diligence checklist pursuant to section 33B of the *Sale of Land Act 1962* and a copy of this contract.

☒ Special condition 5 – Purchaser's own enquiries

- 5.1 The purchaser acknowledges that:
- (a) the property as offered for sale and inspected by the purchaser is identical with the land described in the particulars of sale;
 - (a) the purchaser is purchasing the property as a result of the purchaser's own enquiries and inspection and not relying on any representations or warranties made by the vendor or any other person on the vendor's behalf; and
 - (b) the purchaser is purchasing the property as inspected, with any defects whether latent or patent, dilapidation, infestation, pests, termites, weeds or invasive or noxious plants or animals, and the purchaser has satisfied itself by its own independent physical inspection, examination, valuation, survey or enquiries as to the condition and state of repair of the property and state of compliance of the property with all laws and requirements of all relevant authorities and otherwise.
- 5.2 The vendor makes no representations or warranties as to the construction of the property, or as to any improvements, renovations, alterations or additions to the property, or as to the use, fitness or viability of the property for any purpose whatsoever.
- 5.3 The purchaser will not seek to terminate or rescind this contract, refuse or delay settlement or payment, or make any objection, requisition or claim for compensation arising out of or in connection with any of the matters stated in special conditions 5.1 and 5.2.

☒ Special condition 6 – Restrictions on use, etc

- 6.1 The purchaser acknowledges that:
- (a) the purchaser is purchasing the property subject to any restrictions as to use or development imposed by the provisions of the local council planning scheme and any other relevant planning schemes, any planning laws and any other relevant statutes and any plans, schemes, orders, regulations, by-laws or requirements of any local council or other authority, and any such restriction or failure to comply with such restriction will not constitute a defect in the vendor's title or affect the validity of this contract;
 - (b) the purchaser is purchasing the property subject to any requirements, conditions, notices or orders in respect of any environmental controls, building controls or road proposals, and any such requirement, condition, notice or order or failure to comply with such requirement, condition, notice or order will not constitute a defect in the vendor's title or affect the validity of this contract;
 - (c) the purchaser is purchasing the property subject to any sewers, drains, water pipes, gas pipes, electricity cables and telephone cables (whether underground or overhead) which may be laid outside registered easements and which may be located under or over existing structure or structures, and any such sewers, drains, pipes or cables will not constitute a defect in the vendor's title or affect the validity of this contract;
 - (d) the purchaser is purchasing the property subject to the presence of any solid, liquid, gas, odour, heat, sound, vibration or substance (including asbestos, waste, pollutants and anything dangerous, radioactive, toxic or hazardous) which makes or may make the property unsafe, unfit or harmful for habitation or causes or may cause damage to the property or is such that it does not comply with any relevant contamination criteria or standards published or adopted by any relevant authority or any environmental laws, and the presence of any such contaminant will not constitute a defect in the vendor's title or affect the validity of this contract;
 - (e) the purchaser is purchasing the property with all fencing as it presently exists irrespective whether any existing fencing is on the correct boundaries or may be encroachments by or upon the property, and any such encroachment will not constitute a defect in the vendor's title or affect the validity of this contract; and
 - (f) any failure of any improvements, renovations, alterations or additions to the property or any other matters relating to the property to comply with any building laws or any other relevant statutes or any orders, regulations, by-laws or requirements of any local council or other authority will not constitute a defect in the vendor's title or affect the validity of this contract.
- 6.2 The vendor is under no liability or obligation:
- (a) to conduct any works for the abatement of any contaminant or the clean-up or any environmental audit of the property;
 - (b) to dismantle any existing fencing or to erect any new fencing on the property; or
 - (c) to carry out any improvements, renovations, alterations, additions, repairs or works at or to the property or to obtain any planning permit, building permit, occupancy permit, certificate of final inspection or any other permit, certificate, approval or resolution in relation to the property.
- 6.3 The purchaser will not seek to terminate or rescind this contract, refuse or delay settlement or payment, or make any objection, requisition or claim for compensation arising out of or in connection with any of the matters stated in special conditions 6.1 and 6.2.

☒ Special condition 7 – Outgoings

- 7.1 All rates, taxes, assessments and any other expenses which apply to the property must be adjusted between the vendor and the purchaser on the basis that they have been or will be paid by the vendor. Notwithstanding anything in this contract, the vendor is only required to pay such rates, taxes, assessments and other expenses when they are due to be paid and the purchaser cannot require such rates, taxes, assessments and other expenses to be paid on an earlier date. In calculating adjustments of such rates, taxes, assessments and other expenses, any personal statutory benefit available to any party will be disregarded. In case of land tax is adjustable and being charged on a proportional tax basis, adjustment of such land tax will be computed on a proportional tax basis and not on a single holding tax basis.
- 7.2 It is further agreed that adjustments of rates, charges and like outgoings at settlement will be made on the basis that the purchaser accepts sole responsibility for all supplementary rates, charges and like

outgoings which may be levied after settlement and the vendor will not be obliged to adjust or be liable for any part of such supplementary rates, charges and like outgoings.

☒ Special condition 8 – Services and utilities

- 8.1 The purchaser will not seek terminate or rescind this contract, refuse or delay settlement or payment, or make any objection, requisition or claim for compensation in respect of the nature, location, availability or non-availability of any water, sewerage, drainage, gas, electricity, telephone, telecommunications or other installations, services or utilities or any matter affecting them.
- 8.2 The purchaser will at the purchaser's own expense be responsible for arranging for any relevant authority to supply, connect or have metered, or to continue to supply, connect or have metered, any water, sewerage, drainage, gas, electricity, telephone, telecommunications or other installations, services or utilities to the property.

☒ Special condition 9 – Default

- 9.1 The purchaser acknowledges that if settlement does not occur on the due date by reason of request by or fault of the purchaser or their mortgagee, and is therefore in default, the vendor will or may sustain or incur costs and expenses including but not limited to:
- (a) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach including the cost of settlement rebooking fee \$330.00 (GST included) for each time settlement rebooked, and the cost issuing any default notice \$550.00 (GST included) for each notice issued;
 - (b) commission or other expenses claimed by the vendor's estate agent or any other person relating to the sale of the property;
 - (c) accommodation, storage and removalist costs; and
 - (d) interest, penalties, bridging finance costs, borrowing expenses and other bank charges.
 - (e) penalties payable by the vendor to a third party as a result of any delay in completion of the vendor's contractual obligations in the purchase of another property.
- 9.2 If the vendor serves on the purchaser a default notice in accordance with general condition 34, the default will not be remedied until the purchaser has:
- (a) remedied the default;
 - (b) paid all interest payable in accordance with this contract; and
 - (c) paid all compensation and costs of default contemplated under general condition 32(a) including all costs and expenses in special condition 9.1 as may be sustained or incurred by the vendor.
- 9.3 The Purchaser acknowledges and agrees that:
- (a) if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
 - (b) if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place ("Settlement Year"); then
 - (c) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
 - (d) the additional tax on proportional basis, which the Vendor will incur in accordance with this Special Condition ("Additional Land Tax") is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.
- 9.4 If Special Condition 9.3 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor the Additional Land Tax.
- 9.5 The purchaser fully indemnifies the vendor against any claim, demand, action, proceeding, loss, damage, liability, cost or expense that may be brought against the vendor or which the vendor may pay, sustain or incur arising out of any breach of this contract by the purchaser or any default by the purchaser in performing any of the purchaser's obligations under this contract. The indemnities in this special condition will not merge on settlement.

☒ Special condition 10 – Purchaser buying in unequal shares

- 10.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure this contract correctly records the proportions in which each of the purchaser is buying the property.
- 10.2 If the proportions recorded in the transfer of land document differ from those recorded in this contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as result of the variation.
- 10.3 The purchaser fully indemnifies the vendor, the vendor's estate agent and the vendor's legal practitioner against any claim, demand, action, proceeding, loss, damage, liability, cost or expense that may be brought against any or all of them or which any or all of them may pay, sustain or incur in respect of any additional duty payable by virtue of the proportions in the transfer of land document differing from those in this contract. The indemnities in this special condition will not merge on settlement.

☒ Special condition 11 – *Foreign Acquisitions and Takeovers Act 1975 (Cth)*

- 11.1 The purchaser warrants that it is not required to provide any notice of the entering into of this contract or of the purchase of the property under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*, and that it does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or any compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract or to purchase the property. The warranties in this special condition will not merge on settlement.
- 11.2 The purchaser fully indemnifies the vendor against any claim, demand, action, proceeding, loss, damage, liability, cost or expense that may be brought against the vendor or which the vendor may pay, sustain or incur arising out of any breach of the warranties in special condition 11.1 or as a result of the vendor having relied on any of the warranties in special condition 11.1. The indemnities in this special condition will not merge on settlement.

☒ Special condition 12 – Lease

If the property is sold subject to a lease ("the lease") as at the day of sale.

- 12.1 The vendor makes no representations or warranties that the lease will be in force as at settlement. If the lease is terminated for any reason prior to settlement, the purchaser will accept vacant possession of the property at settlement.
- 12.2 The purchaser acknowledges that the purchaser has inspected a copy of the tenancy agreement in connection with the lease and has satisfied itself as to all matters contained in the tenancy agreement or arising out of or in relation to the lease. The vendor makes no representations or warranties that all covenants contained in the tenancy agreement have been fully performed or observed by the tenant.
- 12.3 Rent and all other moneys (collectively "rent") paid or payable to the vendor by the tenant under the lease will be apportioned on settlement between the vendor and the purchaser as follows:
- (a) the vendor will be entitled to all rent paid or payable in respect of the period up to and including the settlement date, and the purchaser will be entitled to all rent paid or payable in respect of the period after the settlement date;
 - (b) where any rent paid to the vendor is in respect of a period expiring after the settlement date, the vendor will allow to the purchaser a proportion of such rent equal to the proportion that the number of days remaining in the period after the settlement date bears to the total number of days in the period;
 - (c) where any rent due and owing to the vendor is in respect of a period expiring after the settlement date, the purchaser will allow to the vendor a proportion of such rent equal to the proportion that the number of days remaining in the period up to and including the settlement date bears to the total number of days in the period; and
 - (d) if any rent due and owing to the vendor is not fully recovered by the vendor by the settlement date, the vendor reserves the right to take action against and to recover from the tenant all such rent due and owing to the vendor.

- 12.4 The purchaser will not seek to terminate or rescind this contract, refuse or delay settlement or payment, or make any objection, requisition or claim for compensation arising out of or in connection with any of the matters stated in special conditions 12.1, 12.2 and 12.3.

☒ Special condition 13 – Severability

If any part of this contract is or becomes invalid, illegal or unenforceable in any respect under any law, then that part will, if possible, be read down and construed as far as is necessary to be valid, legal and enforceable or will, if such reading down and construal is impossible, be severed from this contract to the extent that all parts that are not or do not become invalid, illegal or unenforceable will remain in full force and effect and will not be affected or impaired by such severance.

☒ Special condition 14 – Entire agreement

This contract constitutes the entire agreement between the vendor and the purchaser and supersedes all previous negotiations and agreements oral or written in relation to this transaction. No other covenants or promises by the vendor are implied into this contract or arise pursuant to any collateral or other agreement. The purchaser acknowledges that no representations or warranties have been made by the vendor or any other person on the vendor's behalf which have not been included in this contract.

☒ Special condition 15 – Swimming pool / spa

In the event that the property includes a swimming pool / spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool / spa located on the property may not have fencing or safety measures that comply with *Building Regulation 2018*. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract of Sale in the event that the swimming pool / spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

☒ Special condition 16 – General Conditions Deletions and Amendments

- 16.1 General conditions 9, 12, 13, 23.2(b), 30, 31.4, 31.5, 31.6, 35.3(b), 35.3(c) are deleted.
- 16.2 General conditions 35.3 (a) is amended to read:
"the purchaser must be repaid any money paid under the contract."
- 16.3 General condition 23.4 is added:
"The Purchaser must provide the statement of adjustments to the Vendor's Legal Practitioner no less than three (3) business days prior to Settlement. If the Purchaser fails to deliver the statement of adjustments within this period, the Vendor shall not be obligated to complete Settlement until three (3) business days have elapsed from the date the statement of adjustments is provided. Furthermore, the Purchaser shall be deemed to be in default of payment of the balance of the Price and shall be liable for penalty interest until Settlement is effected, as well as the Vendor's settlement rebooking fee of \$330.00. For the avoidance of doubt, the settlement rebooking fee of \$330.00 remains payable by the Purchaser, regardless of whether Settlement proceeds on the originally scheduled date."
- 16.4 For the purpose 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.
- 16.5 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor:

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property:

Certificate of Title: Volume: Folio:

Guarantor: Name:

Address:

Name:

Address:

DATED: this day of 202_

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

)
)
)
) Signature of Guarantor
)
)
)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

)
)
)
) Signature of Guarantor
)
)
)

NOTICE TO PURCHASER

Property:

3 Charlton Street, Blackburn North VIC 3130

Vendor: Hong Lu and Steven John Robertson

ABN: _____ *(insert if applicable)*

- ~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

OR

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

3 Charlton Street, Blackburn North VIC 3130
(Property)

VENDOR STATEMENT

Vendor: Hong Lu and Steven John Robertson

DESTRA CONVEYANCING PTY LTD

Unit 3, 38-40 Prospect St
Box Hill VIC 3128

Tel: 0450 586 168
Email: info@destraco.com.au
Ref: 26:06:Lu:S

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land: 3 Charlton Street, Blackburn North VIC 3130

Vendor: Hong Lu



Vendor's signature

07/07/26

_____/_____/20_____
Date

Vendor: Steven John Robertson



Vendor's signature

07/07/26

_____/_____/20_____
Date

Purchaser:

Purchaser's signature

_____/_____/20_____
Date

Purchaser:

Purchaser's signature

_____/_____/20_____
Date

1. FINANCIAL

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

Are contained in the attached certificate(s), and

- Land Tax may be applicable if land value exceeds \$50,000.00 or a change of use occurs. It may increase in a new assessment after the 31 December of the year this Vendor's Statement has been prepared.
- The Purchaser will be responsible for any Land Tax assessed for the following years after settlement if the property is not exempt as the purchaser's principal place of residence; and
- Annual Increases on all rates and outgoings if the settlement date falls into the next rating period after this Vendor's Statement was prepared.

Amounts for which the purchaser may become liable in consequence of the sale:

Otherwise, there are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1 above; other than:-

Nil, so far as the vendor(s) are aware.

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

Nil, so far as the vendor(s) are aware.

1.3 **Terms Contract**

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

Not applicable.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification	AVPC No.
--	----------

Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable.

2.2 **Owner-Builder**

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

Not applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s, if there is any.

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

Nil, so far as the vendor(s) are aware.

3.2 **Road Access**

There is:

Access to the property by road

3.3 **Designated Bushfire Prone Area**

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993, unless the Planning Certificate attached advised otherwise.

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Nil, so far as the vendor(s) are aware.

4.2 **Agricultural Chemicals**

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

Not applicable.

4.3 **Compulsory Acquisition**

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

Nil, so far as the vendor(s) are aware.

5. **BUILDING PERMITS**

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

Are contained in the attached certificates and/or statements.

6. **OWNERS CORPORATION**

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

Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

GAIC (and Section 7) is NOT applicable on the sale of this property.

8. SERVICES

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

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

The purchaser/s acknowledge that the vendor may disconnect any above services before the settlement, the purchaser should check with the appropriate authority as to the availability of and as to the costs of connecting any Services not connecting to the property. The costs of making available and of connecting or reconnecting any services are to be borne by the Purchaser.

9. TITLE

9.1 Attached are copies of the following **title documents**:

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

10. SUBDIVISION

This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

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

Page 1 of 1

VOLUME 12394 FOLIO 639

Security no : 124136080055A
Produced 30/06/2026 04:16 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 843432S.
PARENT TITLE Volume 07832 Folio 125
Created by instrument PS843432S 11/08/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
HONG LU of 3 CHARLTON STREET BLACKBURN NORTH VIC 3130
STEVEN JOHN ROBERTSON of CHARLTON STREET BLACKBURN NORTH VIC 313
PS843432S 11/08/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV686973Y 31/05/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS843432S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 3 CHARLTON STREET BLACKBURN NORTH VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 11/08/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS843432S
Number of Pages (excluding this cover sheet)	2
Document Assembled	30/06/2026 16:16

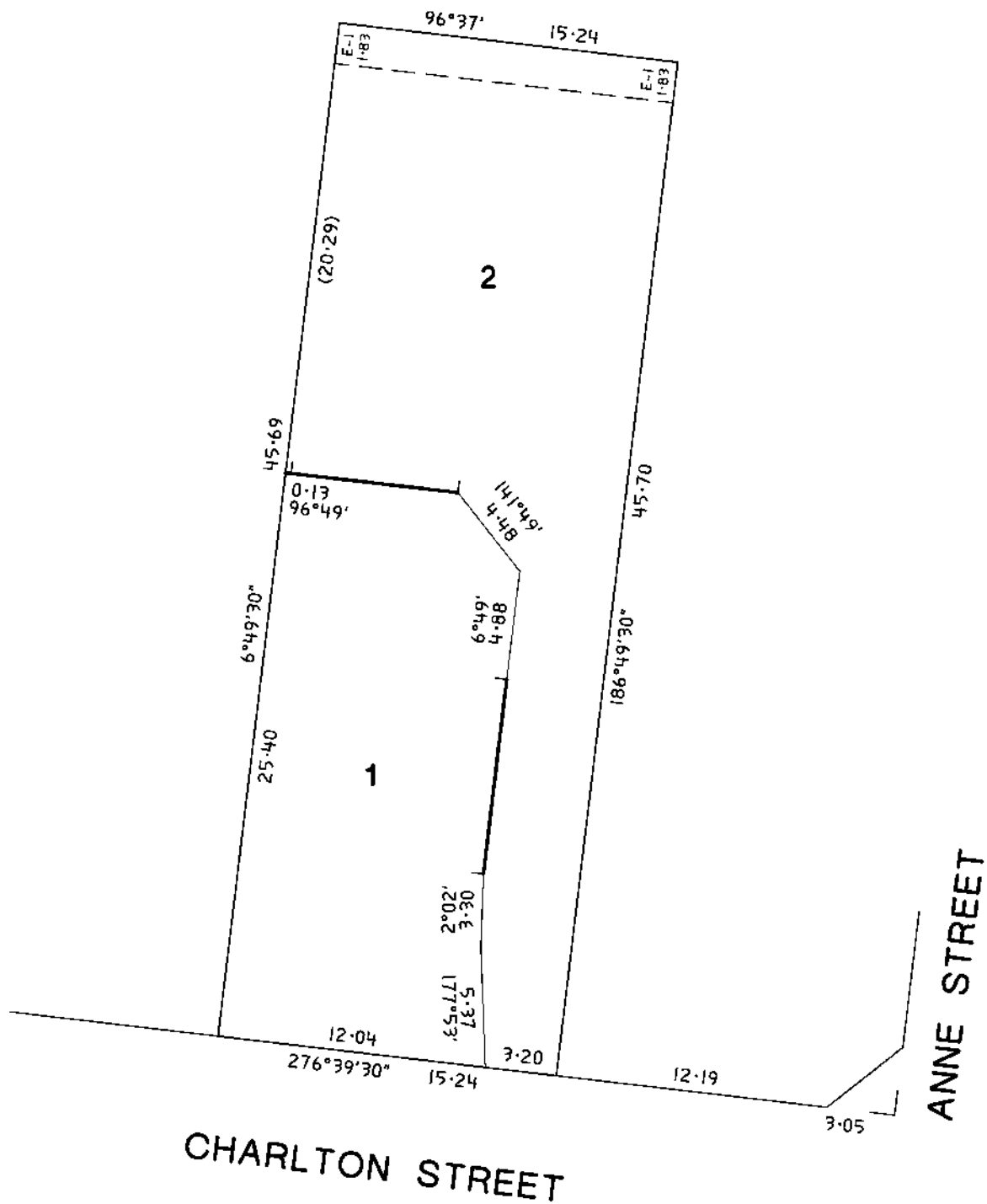
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PLAN OF SUBDIVISION			EDITION 1	PS843432S
LOCATION OF LAND PARISH: NUNAWADING TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: 69 & 70 (PART) CROWN PORTION: ----- TITLE REFERENCE: VOL. 7832 FOL. 125 LAST PLAN REFERENCE: LOT 14 ON LP22311 POSTAL ADDRESS: 3 CHARLTON STREET BLACKBURN NORTH, 3130 MGA 94 E 337 490 CO-ORDINATES N 5 814 220 ZONE: 55			Council Name: Whitehorse City Council Council Reference Number: CRT/7712 Planning Permit Reference: WH/2021/1138 SPEAR Reference Number: S185253B Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Sarah Aloj for Whitehorse City Council on 10/05/2022	
VESTING OF ROADS AND/OR RESERVE			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: Exterior Face: All boundaries.	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY This plan is based on survey. STAGING This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent mark No(s) In Proclaimed Survey Area No. Area of Site: 696m ² No. of Lots: 2				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE & SEWERAGE	1.83	LP22311	LOTS ON LP22311
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
 JCA LAND CONSULTANTS The Subdivision Specialists Suite 9, 353 Maribondah Drive, Ringwood VIC 3131 T 03 9238 3856 F 03 9238 3855 www.jca.com.au		REF. 23779 VERSION 02		ORIGINAL SHEET SIZE A3
Digitally signed by: Anthony Peter Ralph, Licensed Surveyor, Surveyor's Plan Version (02), 10/05/2022, SPEAR Ref: S185253B		PLAN REGISTERED TIME: 8:05am DATE: 11/08/2022 L.Hawkins Assistant Registrar of Titles		

PS843432S



JCA LAND CONSULTANTS
The Subdivision Specialists
Suite 9, 303 Macquarie Street, Englewood VIC 3184
T 05 0755 4868 E jca@jcaconsultants.com.au

REF. 23779

VERSION 02

SCALE
1:200



Digitally signed by: Anthony Peter Ralph, Licensed Surveyor,
Surveyor's Plan Version (02),
10/05/2022, SPEAR Ref: S185253B

ORIGINAL SHEET
SIZE A3

SHEET 2

Digitally signed by:
Whitehorse City Council,
10/05/2022,
SPEAR Ref: S185253B

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1268489

APPLICANT'S NAME & ADDRESS

MENGHONG LIU C/- LANDATA
DOCKLANDS

VENDOR

LU, HONG

PURCHASER

TBA, TBA

REFERENCE

2606LuS

This certificate is issued for:

LOT 1 PLAN PS843432 ALSO KNOWN AS 3 CHARLTON STREET BLACKBURN NORTH
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

30 June 2026

Sonya Kilkenny
Minister for Planning

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

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

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

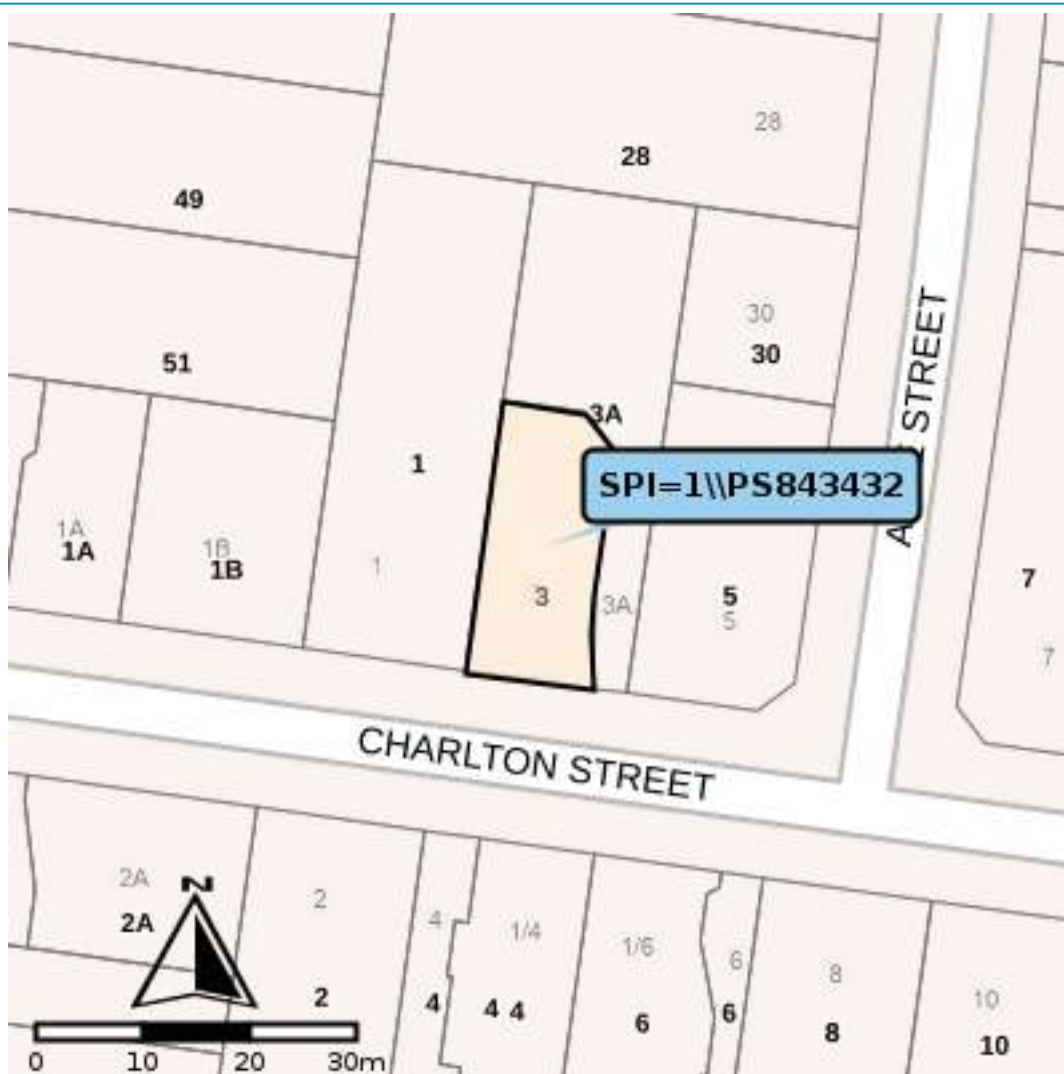
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

Created at 06 July 2026 03:06 PM

PROPERTY DETAILS

Address: **3 CHARLTON STREET BLACKBURN NORTH 3130**

Lot and Plan Number: **Lot 1 PS843432**

Standard Parcel Identifier (SPI): **1\PS843432**

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

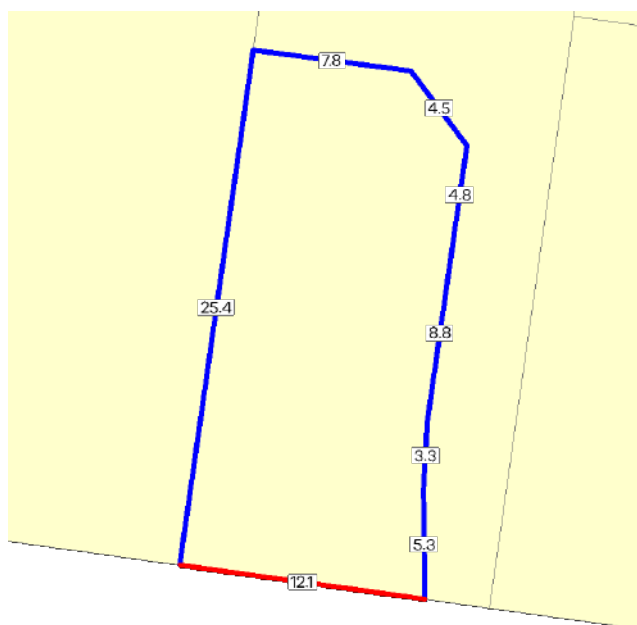
Council Property Number: **290146**

Directory Reference: **Melway 48 A6**

www.whitehorse.vic.gov.au

SITE DIMENSIONS

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



Area: 277 sq. m

Perimeter: 72 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **BOX HILL**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to 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>

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 06 July 2026 03:06 PM

PROPERTY DETAILS

Address: **3 CHARLTON STREET BLACKBURN NORTH 3130**
Lot and Plan Number: **Lot 1 PS843432**
Standard Parcel Identifier (SPI): **1\PS843432**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **290146**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 48 A6**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BOX HILL**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



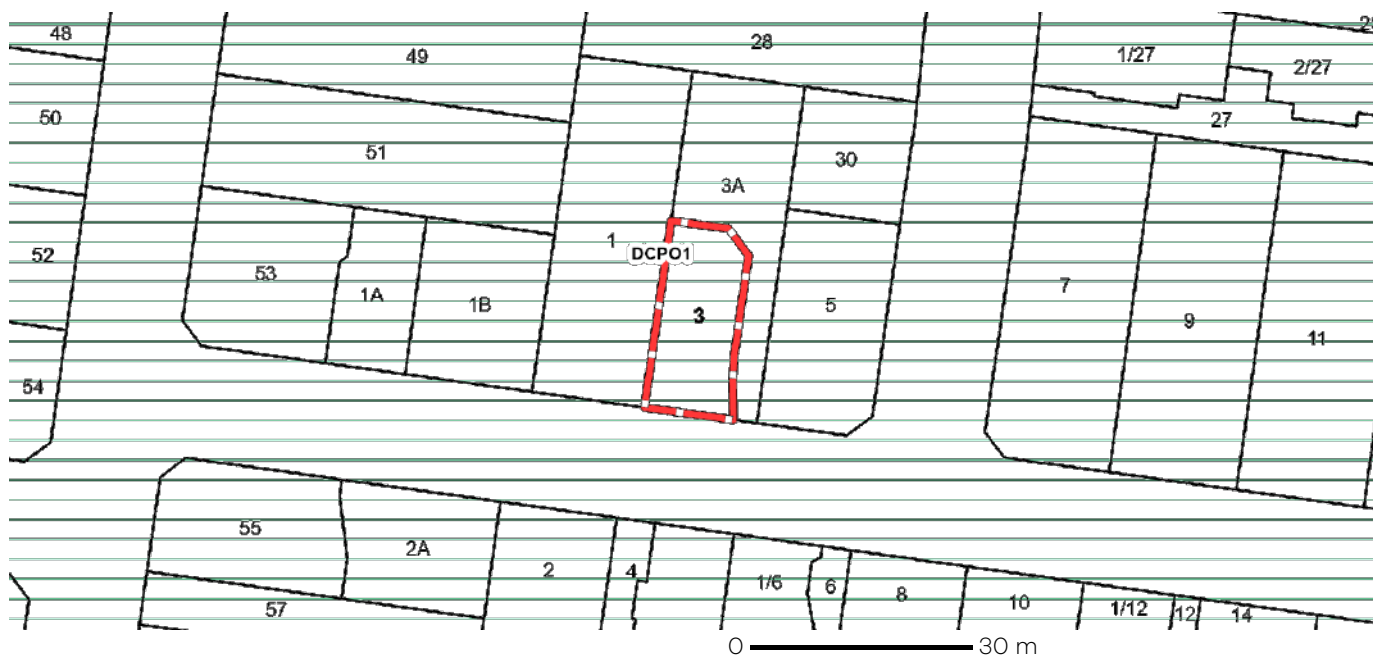
GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



 **DCPO - Development Contributions Plan Overlay**

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



 **SLO - Significant Landscape Overlay**

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

VEGETATION PROTECTION OVERLAY (VPO)



 VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 6 July 2026.

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



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

ABN: 39549568822

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

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 101

Date of Issue: 2 July 2026

Applicant's Reference: 81021458-014-0:95234

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

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

Assessment Number:	10098839	Check Digit:	3
Property Description:	Lot 1 PS 843432		
Property Address:	3 Charlton Street, BLACKBURN NORTH VIC 3130		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 01-Jan-2026 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2026.

Site Value:	\$570,000
Capital Improved Value:	\$1,165,000
Net Annual Value:	\$58,250

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2027

DECLARED BY COUNCIL 22 JUNE 2026

EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2027

General Rates	1,647.25
ESVF Fixed Charge	139.00
ESVF Variable Rate	201.50
Waste Service Charges	354.85
TOTAL CURRENT LEVIED	\$2,342.60

OTHER CHARGES

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

TOTAL AMOUNT OUTSTANDING **\$2,342.60**

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

NOTE:

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

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

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

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

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

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

For the 2026/2027 rating year, due dates for instalments are 30 September 2026, 30 November 2026, 28 February 2027 and 31 May 2027. Due date for lump sum payment is 15 February 2027.

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

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

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

Additional information

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

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

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

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

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

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

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

Garbage - 80L
Garden Organics - 240L
Recycling - 240L

For further information on the items that the waste service charges can comprise of, please see:
<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:



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

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100988393
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

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

30th June 2026

Menghong Liu C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

Dear Menghong Liu C/- LANDATA,

RE: Application for Water Information Statement

Property Address	3 CHARLTON STREET BLACKBURN NORTH 3130
Applicant	Menghong Liu C/- Landata LANDATA
Information Statement	31045311
Conveyancing Account Number	7959580000
Your Reference	2606LuS

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

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

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

Yours sincerely,



Lisa Anelli
General Manager
Retail Services

Yarra Valley Water Property Information Statement

Property Address	3 CHARLTON STREET BLACKBURN NORTH 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	3 CHARLTON STREET BLACKBURN NORTH 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

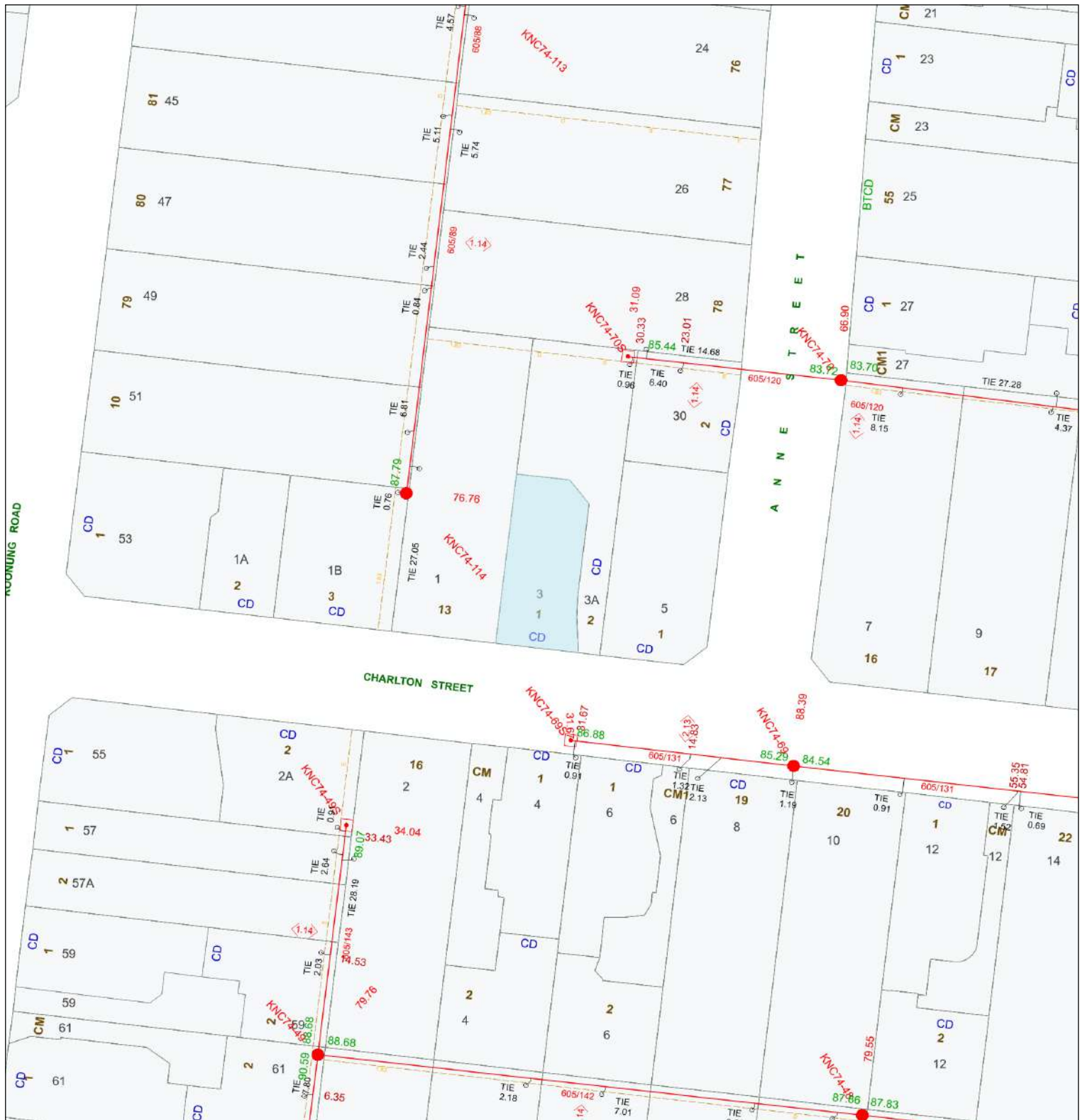
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 31045311	Address		3 CHARLTON STREET BLACKBURN NORTH 3130		 Yarra Valley Water ABN 93 066 902 501	
	Date		30/06/2026			
	Scale		1:1000			
Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline		
Easement		Sewer Pipe Flee		MW Drainage Manhole		
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer		Sewer Branch		Property Boundary		

Menghong Liu C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7959580000

Date of Issue: 30/06/2026

Rate Certificate No: 31045311

Your Ref: 2606LuS

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
3 CHARLTON ST, BLACKBURN NORTH VIC 3130	1\PS843432	5239947	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/04/2026 to 30/06/2026	\$21.04	\$0.00
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01/04/2026 to 30/06/2026	\$121.26	\$0.00
Parks Fee	01/04/2026 to 30/06/2026	\$22.39	\$0.00
Drainage Fee	01/04/2026 to 30/06/2026	\$31.16	\$0.00
Residential Water and Sewer Usage Charge		\$0.00	\$0.00

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward	\$0.00
Total for This Property	\$0.00



Lisa Anelli
General Manager
Retail Services

Note:

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

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 440 litres per day; 340.78 cents per kilolitre for 441-880 litres per day and 504.86 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.21 cents per kilolitre for the first 440 litres per day; 468.71 cents per kilolitre for 441-880 litres per day and 544.56 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5239947

Address: 3 CHARLTON ST, BLACKBURN NORTH VIC 3130

Water Information Statement Number: 31045311

HOW TO PAY



Biller Code: 314567
Ref: 03707791436

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Application Number: 202003851

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. BSU33771/8035288842926 20 October 2020
All

Issued to

Owner	Steven Robertson	
Postal Address	Unit 2, 8 Rialton Avenue Blackburn North	Postcode 3130
Email	steven.robertson888@gmail.com	
Contact Person	Steven Robertson	Telephone 0468 997 966

Ownership Details (if person issued with permit is not the owner)

Owner	Hong Lu and Steven John Robertson	
Postal Address	Unit 2, 8 Rialton Avenue Blackburn North	Postcode 3130
Email	steven.robertson888@gmail.com	
Contact Person	Steven Robertson	Telephone 0468 997 966

Property Details [include title details as and if applicable]

Number 3	Street/Road Charlton Street	Suburb Blackburn North	Postcode 3130
Lot/s 14	LP/PS PS022311	Volume 07832	Folio 125
Crown allotment N/A	Section No N/A	Parish N/A	County N/A
Municipal District City of Whitehorse			

Builder

Name	Nazco Group Pty Ltd	Telephone 0404 876 716
Address	328 Hallam North Road LYSTERFIELD STH 3156	
*ACN/*ARBN:	68799724336	
*Building practitioner registration no:	CDBL58742	

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Nazco Group Pty Ltd	Builder	CDBL58742

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Stephen Oxley	Draftsperson	CDPAD59565
Kean Phuah	Engineer - Civil	EC31425

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **Arthur J** Gallagher & Co (Aus) Limited
Insurance policy number : **C538276, C538277**
Insurance policy date : **31/08/2020**

Details of Relevant Planning Permit

Planning Permit No: **WH/2018/1380**

Date of grant of Planning Permit: **16 September 2019**

Nature of Building Work

Description: **Construction** of two double storey dwellings and garages
Version of BCA applicable to permit: **2019**
Cost of Building Work: **\$776,400.00**
Total floor area of new building work in m²: **459**

Building classification

Part of Building: **Unit 1 & Unit 2**

BCA Classification: **1a(a)**

Part of Building: **Unit 1 & Unit 2 garages**

BCA Classification: **10a**

Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
Performance requirements P2.1.1 and P2.2.2	To allow the use of an expanded polystyrene external wall cladding system as justify under a Codemark certificate of confirmative

Protection Work

Protection work is required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Prior to Placing a Footing - Pads
2. Prior to Placing a Footing - Piers
3. Prior to Placing a Footing - Preslab Slab on Ground
4. Prior to Pouring In Situ Concrete - Slab steel
5. Completion of Framework - Timber Frame
6. Final upon completion of all building work

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 20 October 2021

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 20 October 2022

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions

1. This building permit includes up to 10 mandatory inspections. Any additional inspections will incur additional fees.
2. Where timber trusses are specified, 3 copies of the truss computations, layout plan & designer's certificate must be provided for approval prior to the frame inspection stage.
3. Upon completion of subdivision, the building surveyor is to be notified in writing, within 14 days.
4. A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.
5. All new building works are not to project over title boundaries.
6. All relevant covenants on title must be complied with.
7. All relevant Planning conditions and endorsed plans must be complied with, It is the owner's responsibility to maintain the current planning permit during the building process.
The owner must take all reasonable steps to confirm with the relevant Planning department that the planning permit remains current.
8. An application for Occupancy Permit must be submitted to this office prior to the issue of the Occupancy Permit.
9. Boundary fences to remain unless a re-establishment survey plan is provided by a Licensed Land Surveyor prior to their removal.
10. Each mandatory inspection stage is to be inspected and approved before works may proceed.
11. Protection from subterranean termites is to be provided in accordance with NCC 2019 and AS 3660.1 – Durable notice to be fixed in meter box.
12. Site is to be adequately fenced and secured at all times.
13. The dwelling is to be provided with a rainwater tank having a minimum capacity of 2,000 litres, a catchment area from a roof of a least 50m2 and be connected to all sanitary flushing.

Relevant Building Surveyor

Name: **Lloyd Lewis**

Address: **8 Stevenson** Avenue, Dandenong North

Email: **admin@approved.net.au**

Building practitioner registration no.: **BSU33771**

Municipal district: **City of** Whitehorse

Permit no.: **BSU33771/8035288842926**

Date of issue of permit: **20 October 2020**



Application Number: 202003851

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 3	Street/Road: Charlton Street	Suburb: Blackburn North	Postcode: 3130
Lot/s: 14	LP/PS: PS022311	Volume: 07832	Folio: 125
Crown: allotment N/A	Section: No N/A	Parish: N/A	County: N/A
Municipal District: City of Whitehorse			

Building permit details

Building permit number: **BSU33771/8035288842926**
Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies:	Unit 1
Permitted use:	Dwelling
BCA Class of building:	1a(a)
Part of building to which permit applies:	unit1's Garages
Permitted use:	Garages
BCA Class of building:	10a

Suitability for occupation

At the date this occupancy permit is issued, the to which this permit applies is suitable for occupation.

Approved Inspections

Inspection Type	Approved Date
Prior to Placing a Footing - Piers	22/10/2020
Prior to Placing a Footing - Blinding-unit 2	16/11/2020
Prior to Placing a Footing - Preslab Slab on Ground	17/11/2020
Prior to Pouring In Situ Concrete - Slab steel- unit 2	18/11/2020
Prior to Pouring In Situ Concrete - Slab steel- unit 1	20/11/2020
Completion of Framework - Timber Frame- Partial frame unit 2 (Ground floor bottom plates)	02/03/2021
Completion of Framework - Timber Frame	06/05/2021
Final upon completion of all building work	25/03/2022

Relevant building surveyor

Name: **Lloyd Lewis**
Address: **8 Stevenson Avenue, Dandenong North**
Email: **admin@approved.net.au**
Building practitioner registration no.: **BSU33771**
Municipal district name: **City of Whitehorse**
Occupancy Permit no. **BSU33771/8035288842926**
Date of issue: **7 April 2022**
Date of final inspection **25 March 2022**
Signature:



Domestic Building Insurance

Certificate of Insurance

Hong Lu and Steven Robertson Lu and Robertson

**U 2 8 Rialton Ave
BLACKBURN NORTH
VIC 3130**

Policy Number:

C538277

Policy Inception Date:

31/08/2020

Builder Account Number:

052892

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Unit 1 3 Charlton St BLACKBURN NORTH VIC 3130 Australia**

Carried out by the builder: **NAZCO GROUP PTY LTD**

Builder ACN: **619568188**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Hong Lu and Steven Robertson Lu and Robertson**

Pursuant to a domestic building contract dated: **27/08/2020**

For the contract price of: **\$ 331,400.00**

Type of Cover: **Cover is only provided if NAZCO GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

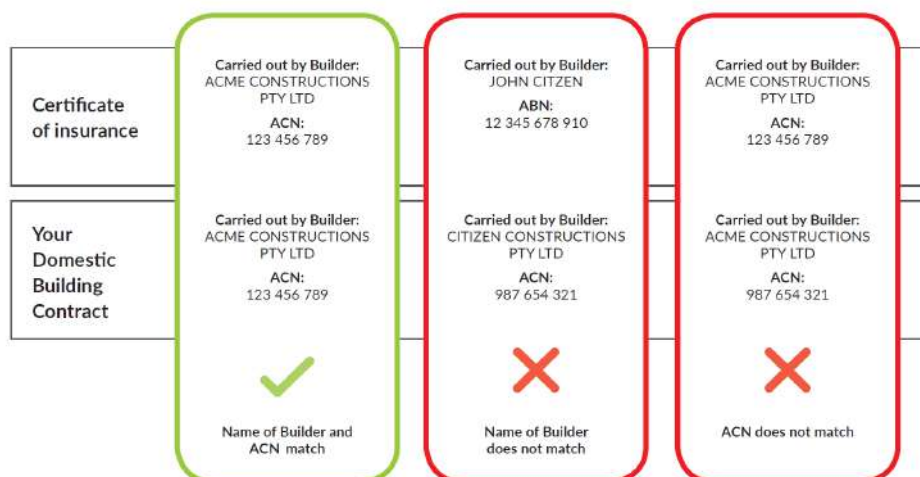
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,645.00
GST:	\$164.50
Stamp Duty:	\$180.95
Total:	\$1,990.45

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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