

**VENDOR'S STATEMENT**  
**1 YURNGA AVENUE OLINDA 3788**

**TOBY MENDELSON**  
**RUTH ELIZABETH FITZPATRICK**  
("Vendor")

AND

("Purchaser")



**A:** Suite 6, 602 Whitehorse Road  
Mitcham 3132

**T:** 03 9874 8878

**E:** [property@tsnlaw.com.au](mailto:property@tsnlaw.com.au)

**Ref:** 230935 Mendelson & Fitzpatrick

**SECTION 32 STATEMENT  
PURSUANT TO DIVISION 2 OF PART II SECTION  
OF THE SALE OF LAND ACT 1962**

**VENDOR: TOBY MENDELSON & RUTH ELIZABETH FITZPATRICK  
PROPERTY: 1 YURNGA AVENUE OLINDA 3788**

**1. FINANCIAL MATTERS**

Information concerning rates, taxes, charges or other similar outgoings and interest payable on any part of them do not exceed \$7,000.00 per annum. The Vendor is not aware of any further amounts for which the Purchaser may become liable as a consequence of the purchase of the property. At settlement, the rates and taxes will be adjusted between the parties so that they each bear the proportion to their respective periods of occupancy.

**2. INSURANCE**

The property remains at the Vendor's risk until settlement.

**3. LAND USE RESTRICTIONS**

The Vendor is not aware of any easements, covenants or other restrictions affecting the property which are not disclosed in this statement. The Vendor is not aware of any existing failure to comply with their terms. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables and telephone cables and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against the Certificate of Title to the Property.

**PLANNING & ROAD ACCESS**

Information regarding planning is contained in the attached Planning Report and there is access to the property by road.

**4. BUILDING PERMITS APPROVALS & INSURANCES**

Details of Building approvals granted in the past seven years under the Building Contracts Act 1981 or the Building Act 1993 are attached (if any). Insurances effected in the past six years and six months under the Building Act 1993 are attached (if any).

**5. SERVICES**

Water, electricity, telephone and gas are connected. Sewer is not connected. The property is serviced by a septic tank. The vendor may disconnect the services prior to settlement and the purchaser may incur charges in order to reconnect the said services.

**6. TITLE**

Attached are copies of the Certificate of Title, Plan of Subdivision and Temporary Trunk Service Agreement.

**DATE OF THIS STATEMENT -** 30-12-2023 / 31-12-2023 /2023

Signature/s of the Vendor/s X    
TOBY MENDELSON & RUTH ELIZABETH FITZPATRICK

The Purchaser/s acknowledge/s being given a duplicate of this statement signed by the Vendor/s before the Purchaser/s signed any Contract.

**DATE OF THIS ACKNOWLEDGEMENT -** / /2023

Signature/s of Purchaser/s X.....



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

Page 1 of 1

VOLUME 09468 FOLIO 104

Security no : 124109993531S  
Produced 24/10/2023 10:46 AM

**LAND DESCRIPTION**

Lot 1 on Title Plan 711910G.  
PARENT TITLE Volume 06781 Folio 178  
Created by instrument J714930 16/11/1981

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
TOBY MENDELSON  
RUTH ELIZABETH FITZPATRICK both of 9 DANTES LANE KATOOMBA NSW 2780  
AL688424L 16/02/2015

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AL688425J 16/02/2015  
NATIONAL AUSTRALIA BANK 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 TP711910G 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: 1 YURNGA AVENUE OLINDA VIC 3788

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 23/10/2016

DOCUMENT END

<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 711910G</b>						
<p><b>Location of Land</b></p> <p>Parish: MONBULK</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion:</p> <p>Last Plan Reference: LP 13648</p> <p>Derived From: VOL 9468 FOL 104</p> <p>Depth Limitation: 15.24 m</p>	<p style="text-align: center;"><b>Notations</b></p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>							
<p style="text-align: center;"><b>Description of Land / Easement Information</b></p> <p style="text-align: center;"><b>ENCUMBRANCES REFERRED TO</b></p> <p>As to the land shown marked A - - - - -</p> <p><u>THE EASEMENTS</u> (if any) existing over --</p> <p>the same by virtue of Section 98 of the</p> <p>Transfer of Land Act - - - - -</p>		<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 07-12-2000</p> <p>VERIFIED: AD</p>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="font-size: small;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2" style="font-size: small;">PARCEL 1 = LOT 10 ON LP 13648</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 10 ON LP 13648	
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WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962								
PARCEL 1 = LOT 10 ON LP 13648								
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 October 2023 10:46 AM

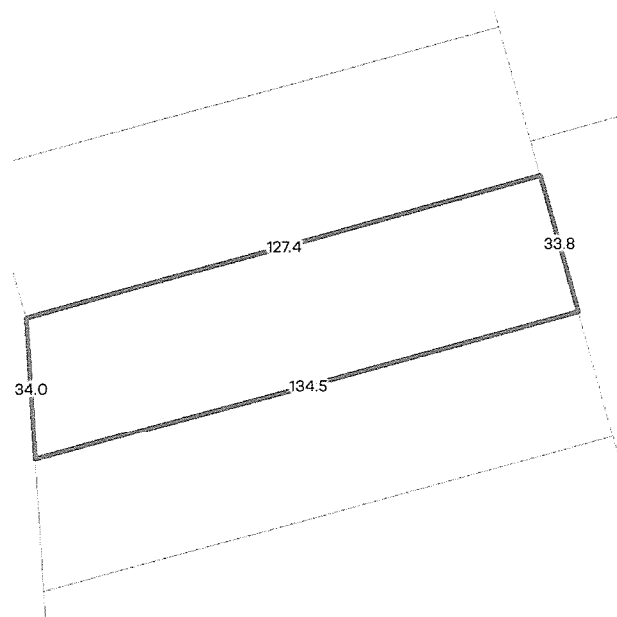
## PROPERTY DETAILS

Address: **1 YURNGA AVENUE OLINDA 3788**  
Lot and Plan Number: **Lot 1 TP711910**  
Standard Parcel Identifier (SPI): **1\TP711910**  
Local Government Area (Council): **YARRA RANGES**  
Council Property Number: **177386**  
Directory Reference: **Melway 122 B10**

[www.yarraranges.vic.gov.au](http://www.yarraranges.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 4393 sq. m

**Perimeter:** 330 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **MONBULK**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

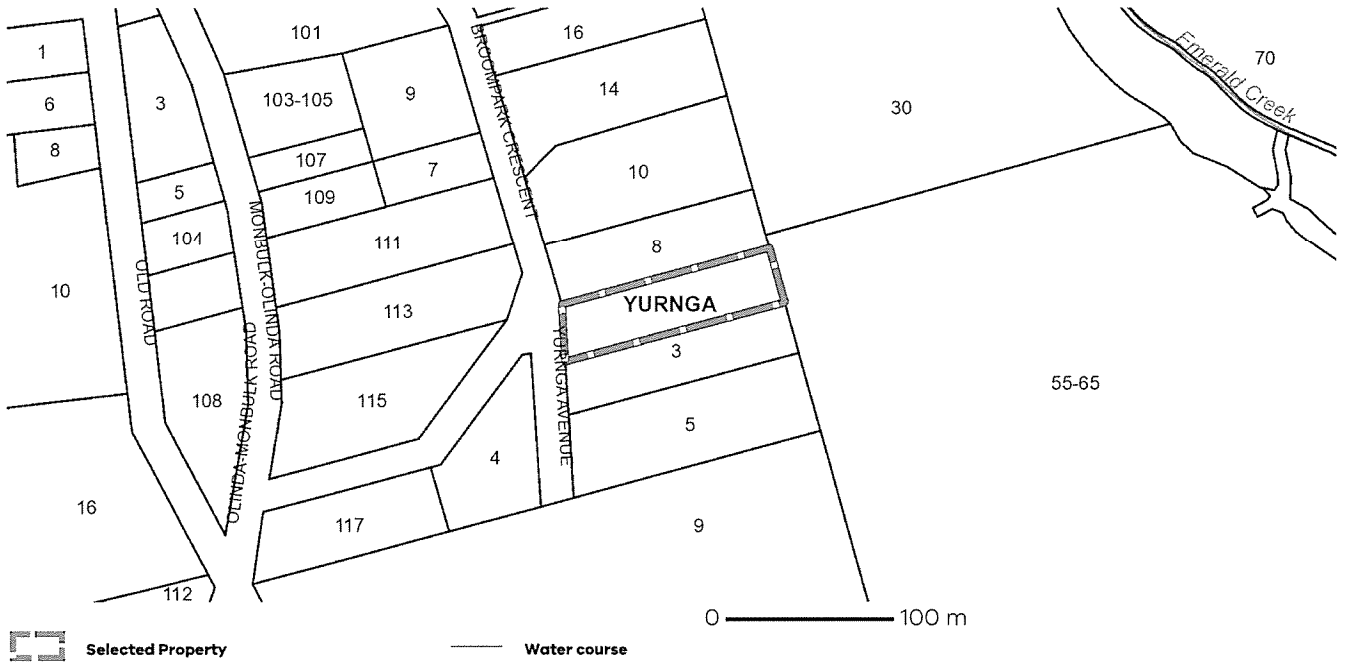
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Area Map



 Selected Property

 Water course

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 October 2023 10:46 AM

## PROPERTY DETAILS

Address: **1 YURNGA AVENUE OLINDA 3788**  
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Standard Parcel Identifier (SPI): **1\TP711910**  
Local Government Area (Council): **YARRA RANGES**  
Council Property Number: **177386**  
Planning Scheme: **Yarra Ranges**  
Directory Reference: **Melway 122 B10**

[www.yarraranges.vic.gov.au](http://www.yarraranges.vic.gov.au)

[Planning Scheme - Yarra Ranges](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **MONBULK**

## OTHER

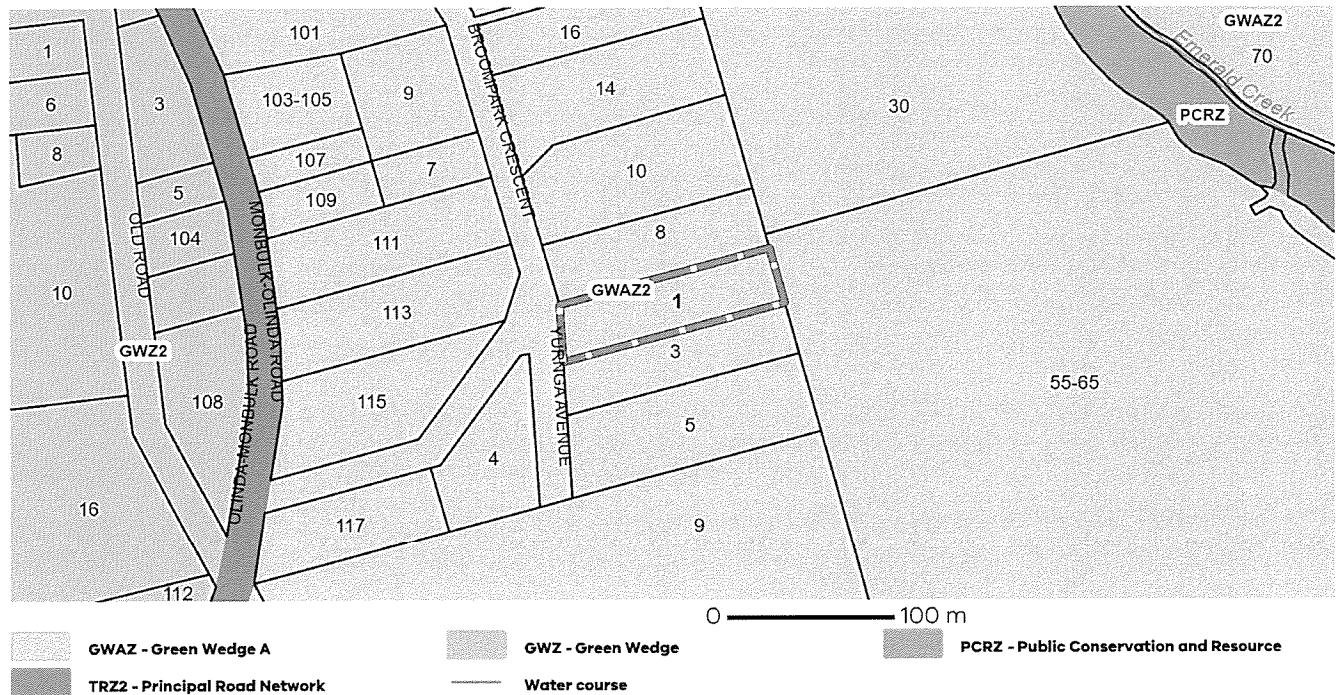
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GREEN WEDGE A ZONE \(GWAZ\)](#)

[GREEN WEDGE A ZONE - SCHEDULE 2 \(GWAZ2\)](#)



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

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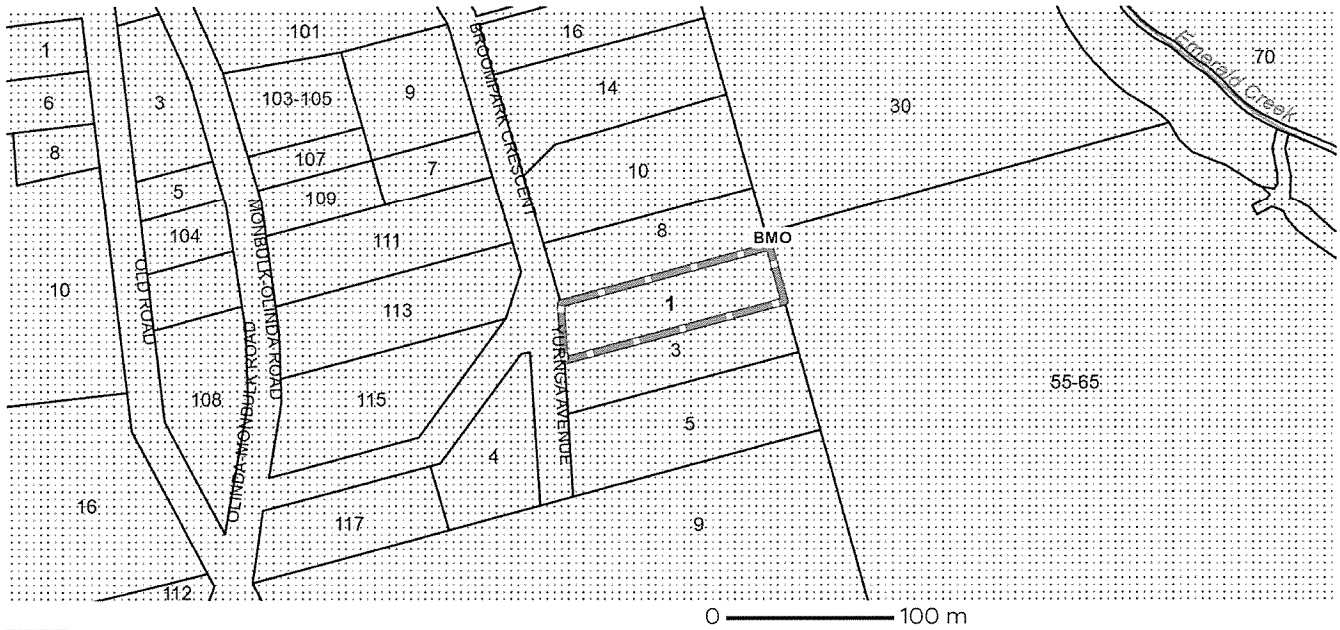
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1982 (Vic).

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

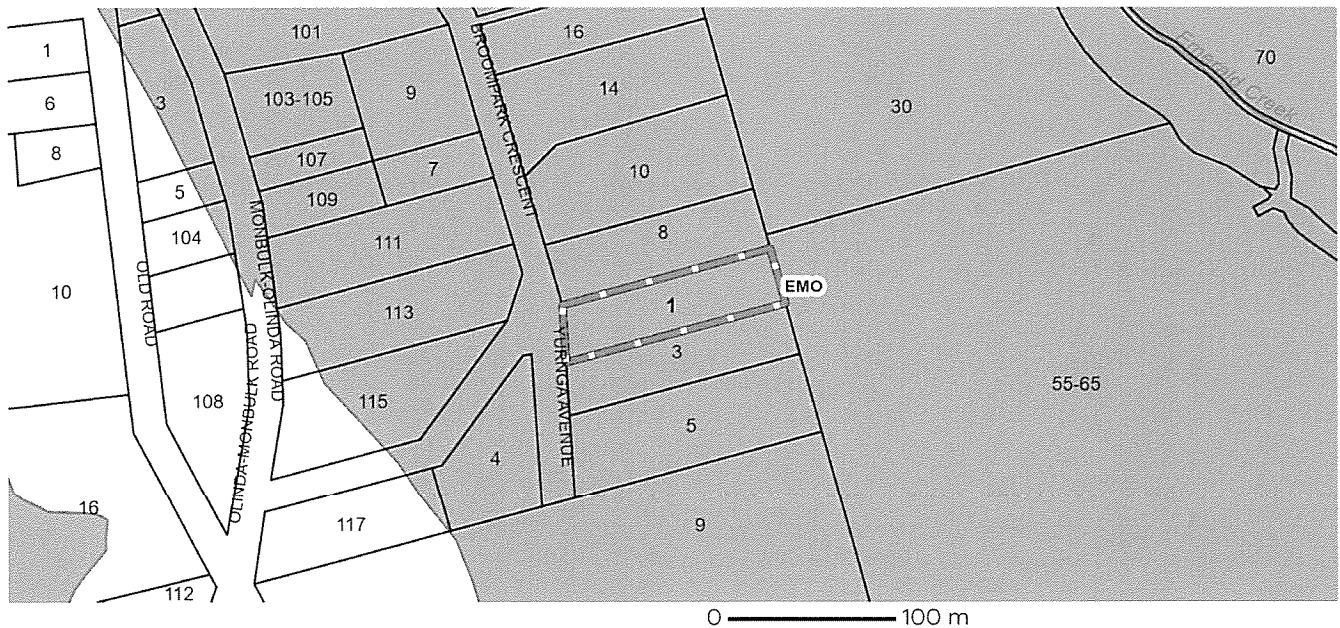


BMO - Bushfire Management Overlay      Water course

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

### EROSION MANAGEMENT OVERLAY (EMO)

#### EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)



EMO - Erosion Management Overlay      Water course

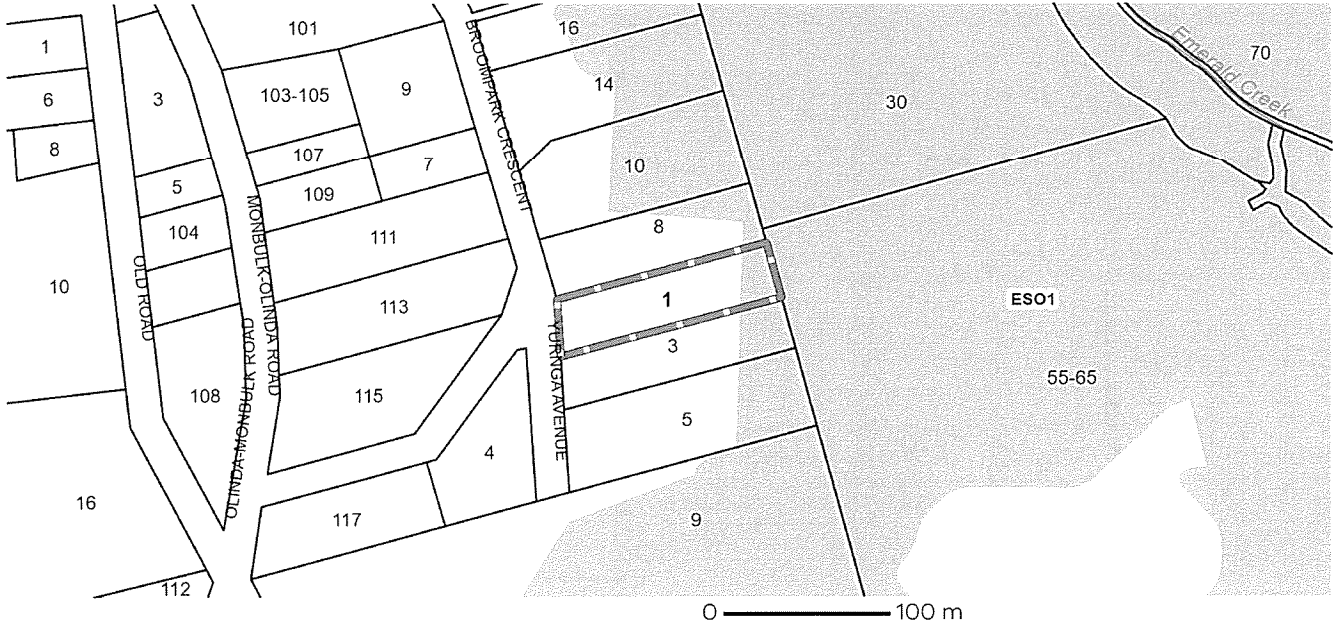
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend



## Planning Overlays

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

### ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

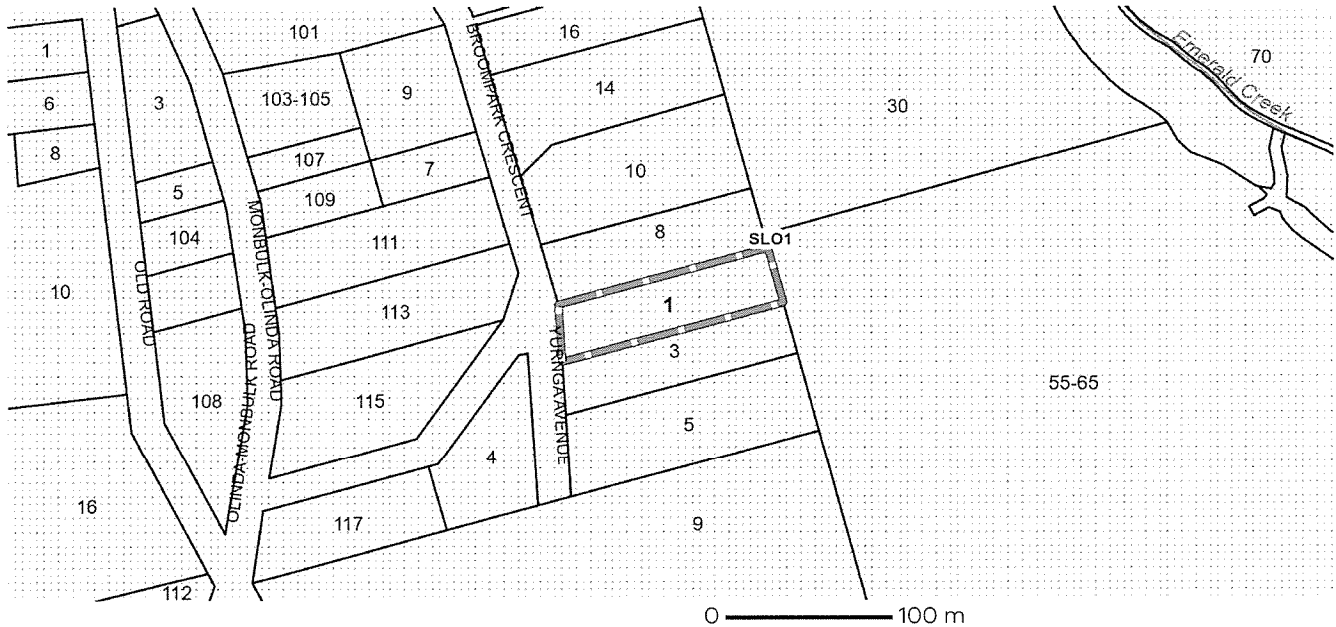


ESO - Environmental Significance Overlay Water course

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 1 (SLO1)



SLO - Significant Landscape Overlay Water course

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

#### HERITAGE OVERLAY (HO)



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 19 October 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



YARRA VALLEY WATER  
ABN 33 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

24th October 2023

Neema Legal C/- triSearch (Website) C/- LANDATA  
LANDATA

Dear Neema Legal C/- triSearch (Website) C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	1 YURNGA AVENUE OLINDA 3788
<b>Applicant</b>	Neema Legal C/- triSearch (Website) C/- LANDATA LANDATA
<b>Information Statement</b>	30803952
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	410710

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
- Private Main/Trunk Service Agreement

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 33 066 902 501

Lucknow Street  
Mitoam Victoria 3132

Private Bag 1  
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E enquiry@yvw.com.au  
yvw.com.au

### Yarra Valley Water Property Information Statement

Property Address	1 YURNGA AVENUE OLINDA 3788
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

The water supply to this property is connected by means of a Private Water Main.

Existing sewer mains will be shown on the Asset Plan.

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

The water supply to this property is connected by means of a shared Private Water Main.

The water supply to this property is provided by a Private Main (Trunk Service) by agreement with Yarra Valley Water. Any maintenance, repair and replacement is the responsibility of the property owner/owners connected to the Private Main. Further information about the supply by agreement is available by contacting Yarra Valley Water on 1300 304 688.

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.



YARRA VALLEY WATER  
ABN 53 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

### **Melbourne Water Property Information Statement**

Property Address	1 YURNGA AVENUE OLINDA 3788
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

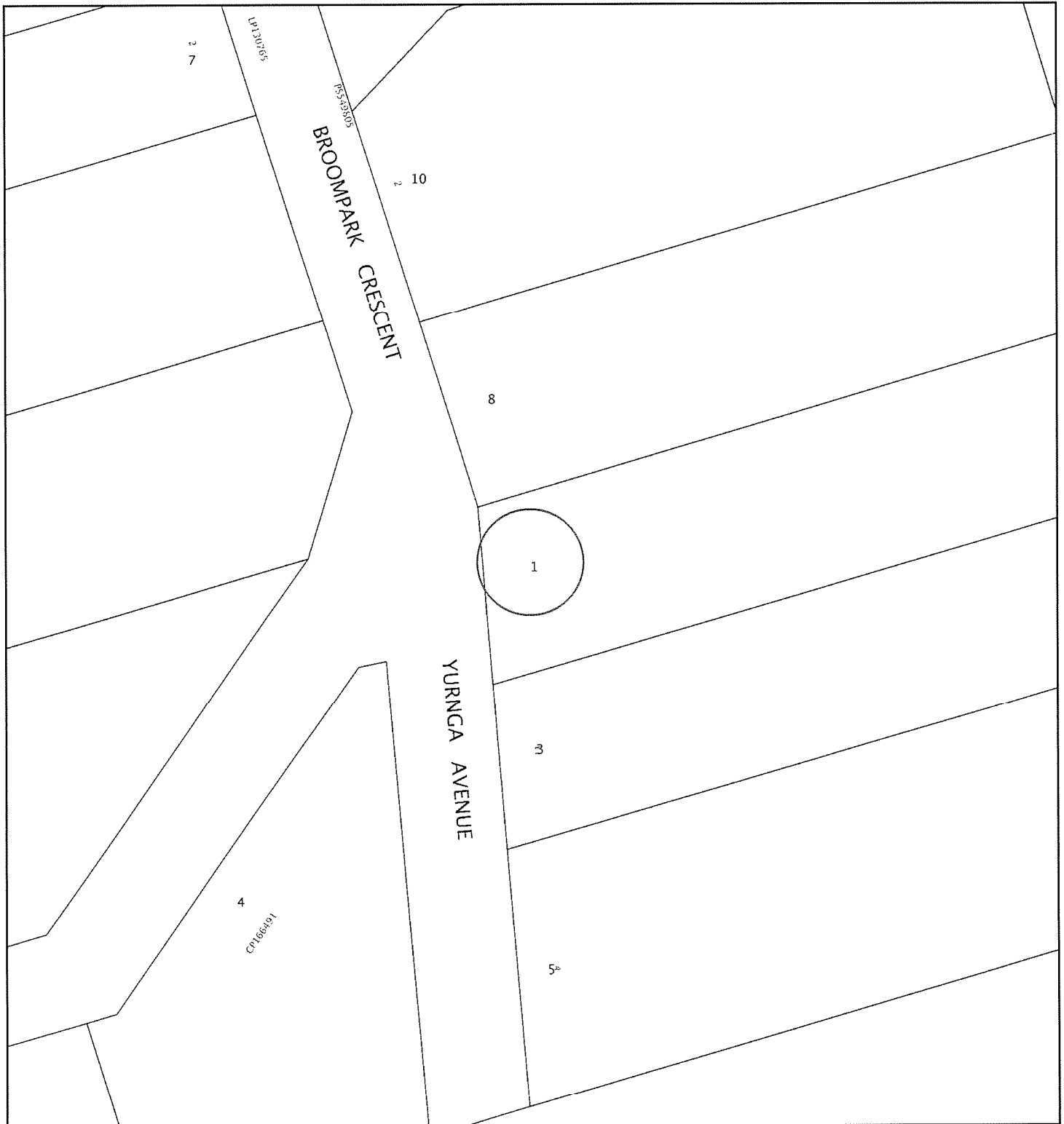
#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**












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.



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30803952</b>	<b>Address</b> 1 YURNGA AVENUE OLINDA 3788	 <b>N</b>  <b>Yarra Valley Water</b> ABN 93 066 902 501
	<b>Date</b> 24/10/2023	
	<b>Scale</b> 1:1000	
<b>Existing Title</b>  Access Point Number <input type="checkbox"/>	<b>GLV2-42</b> MW Drainage Channel Centreline <input type="checkbox"/>	<b>Disclaimer:</b> 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;
<b>Proposed Title</b>  Sewer Manhole <input type="checkbox"/>	 MW Drainage Underground Centreline <input type="checkbox"/>	
<b>Easement</b>  Sewer Pipe Flow <input type="checkbox"/>	 MW Drainage Manhole <input type="checkbox"/>	
<b>Existing Sewer</b>  Sewer Offset <input type="checkbox"/>	 MW Drainage Natural Waterway <input type="checkbox"/>	
<b>Abandoned Sewer</b>  Sewer Branch <input type="checkbox"/>	 <input type="checkbox"/>	



YARRA VALLEY WATER  
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E enquiry@yvw.com.au  
yvw.com.au

Neema Legal C/- triSearch (Website) C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 1372899001  
**Rate Certificate No:** 30803952

**Date of Issue:** 24/10/2023  
**Your Ref:** 410710

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 YURNGA AVE, OLINDA VIC 3788	1\TP711910	1411566	Residential

Agreement Type	Period	Charges	Outstanding
Residential Trunk Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Water Usage Charge <i>Step 1 – 14.000000kL x \$2.44510000 = \$17.12</i> <i>Step 1 – 0.000000kL x \$2.49560000 = \$17.47</i> Estimated Average Daily Usage \$0.41	19-05-2023 to 11-08-2023	\$34.59	\$0.00
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$16.31	\$16.31
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$57.90

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and



payable to the end of the current financial quarter.

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

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

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

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

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

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

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

**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.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

**Property No:** 1411566

**Address:** 1 YURNGA AVE, OLINDA VIC 3788

**Water Information Statement Number:** 30803952

### HOW TO PAY

**Biller Code:** 314567  
**Ref:** 13728990011

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

22041882

**YARRA VALLEY WATER LIMITED**  
(ACN 066 902 501)

**TEMPORARY TRUNK SERVICE AGREEMENT**

**REFERENCE NO:** .....(Office Use Only)

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

**1 OBLIGATIONS OF PROPERTY OWNER**

**Connection of Temporary Trunk Service**

- 1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

**Responsibility for Maintenance**

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the **Water Industry Act 1994** by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

- 1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

#### Pipework and Plumbing

- 1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and **A.S. 3500 Part 1, Victoria Water Supply and Sewerage Plumbing Regulations 1994, Water Industry Regulations 1995.**

#### Supply to Others Prohibited

- 1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

### 2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
- (a) by means of a meter at the point of tapping to the water main (master meter); and
  - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
- (a) the water usage recorded by the property meter for that property plus; plus
  - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the **Water Industry Regulations 1995.**

### 3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the **Water Industry Act 1994.**

**4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995**

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

**5 STANDARD OF WATER**

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- 5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

**6 TERMINATION/DISCONNECTION**

- 6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
- (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
  - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
  - (c) subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- 6.2 Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- 6.4 Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- 6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

## 7 CHANGE IN OWNERSHIP

### Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the **Sale of Land Act 1962** must expressly inform potential purchasers of the property that:
- (a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than one month's notice in writing; and
  - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

### Obligations of property owner on disposal of property

- 7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the **Water Industry Act 1994** within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the **Water Industry Act 1994**.

### Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

## 8 MULTIPLE CONNECTIONS

- 8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
  - (b) executing a deed in the form of schedule 3; and
  - (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- 8.4 If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

## 9 EFFECT OF EXECUTING DEED OF ASSUMPTION

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
- (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
  - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

**10 AGREEMENT BETWEEN PROPERTY OWNERS**

- 10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:
- (a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and
  - (b) the efficient functioning of the temporary trunk service.
- 10.2 Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:
- (a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;
  - (b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and
  - (c) the additional water usage under clause 2.4(b),
- must be borne by property owners in accordance with their responsibilities under this agreement.
- 10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners,
- 10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

**11 DISPUTES**

- 11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

**12 INDEMNITY AND RELEASE**

- 12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:
- (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;



- (b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or
  - (c) any failure to comply with the terms of this agreement.
- 12.2 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.
- 12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

### 13 PERMANENT WATER RETICULATION MAIN

- 13.1 Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the **Water Industry Act 1994**.
- 13.2 Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:
- (a) disconnect the temporary trunk service from that property; and
  - (b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the **Water Industry Act 1994**.
- 13.3 Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

### 14 MISCELLANEOUS

#### Disclosure of Agreement

- 14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

#### No assignment

- 14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

**Waiver and Variation**

14.3 A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

**EXECUTED** as an agreement.

**SCHEDULE 1**

**PARTIES TO THIS AGREEMENT**

Name & Address of Owner	Property	Reference Number [(Office Use Only)]	Signature(s)	Date

Signed for and on behalf of Yarra Valley Water Limited

.....Manager - Sales & Service Assistance

Date:

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS DEED OF ASSUMPTION is made on .....(date)

BY: .....(name)

of .....(address) ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the **Water Industry Act 1994**.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
- D. The property owner is the registered proprietor of the property at  
.....more particularly described in certificate of title volume [     ] folio [     ] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

- 1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED,SEALED AND DELIVERED by .....(SIGNATURE)

WITNESS.....(Print Name) .....(SIGNATURE)

ADDRESS OF WITNESS.....

SCHEDULE 3

ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE

THIS DEED OF ASSUMPTION is made on ..... [date]

BY: ..... [name]

of ..... ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the **Water Industry Act 1994**.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
- D. The property owner is the registered proprietor of the property at  
..... more particularly described in certificate of title volume [ ] folio [ ] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

- 1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED, SEALED AND DELIVERED by .....(SIGNATURE)

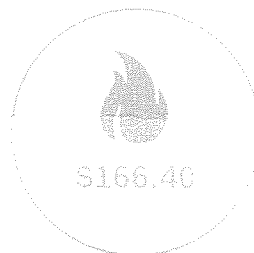
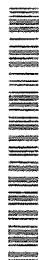
WITNESS.....(Print Name) .....(SIGNATURE)

ADDRESS OF WITNESS.....

Issue date - 15 August 2023  
Assessment number - 8475/3



566050-001 007948(32721) 0028 H3  
Mr T Mendelson and Ms R E Fitzpatrick  
1 Yurnga Avenue  
OLINDA VIC 3788



Rates and charges at your property - 1 July 2023 - 30 June 2024

**Assessment number 8475/3**  
1 Yurnga Avenue, Olinda VIC 3788  
Lot 10 LP13648 Sec A Ca PTCA 4&5&6 PMonbulk

**Property Owners**  
Ms R E Fitzpatrick & Mr T Mendelson

Property Valuations - Valuation Date 1 January 2023 - Valuation first used 1 July 2023

Capital improved value (CIV) - (the CIV is used to calculate your rates)	900,000
Site value - (the site value is included in the CIV)	575,000
Net annual value	45,000

FSPL Classification: Residential. AVPCC: 110  
Description: Detached Dwelling

<b>General Rate - 2023-2024</b>	
Residential Rate (0.0025069 x \$900,000.00)	\$2,256.20

<b>Waste charge including State Government EPA levy</b>	
Pack1 Res 240L FOGO 240L Recycle 120L Rubbish* (\$459 x 1)	\$459.00
<i>*For more information regarding your waste charges please refer to Page 3 of this notice.</i>	

<b>State Government Fire Services Property Levy - Residential</b>	
Fire Services Property Levy (125 + 0.000046 x \$900,000.00)	\$166.40

<b>Arrears, payments and other charges</b>	
Balance at 30 June 2023	\$2,467.95
Payments up to 15 August 2023	-\$300.00

Overdue Amount - Special Payment Arrangement in place refer to Pg 2

<b>Overdue Amount</b>	<b>\$2,167.95</b>
<b>Total amount due (Including Overdue Amount )</b>	<b>\$5,049.55</b>

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

### Land boundaries

#### ***Do you know the exact boundary of the property?***

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you

have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

### **Planning controls**

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

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

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

#### ***Are there any proposed or granted planning permits?***

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

### **Safety**

#### ***Is the building safe to live in?***

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

### **Building permits**

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

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

#### ***Are any recent building or renovation works covered by insurance?***

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

#### ***Do you know your rights when buying a property?***

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