

Contract of Sale of Real Estate

Robin Paul Deagan and Geeta Deagan
Vendor

10 Dianchi Drive, Wyndham Vale VIC 3024
Property



Western Conveyancing
4A Pyke Street
Werribee Vic 3030
T: 03 8742 6794
F: 03 8742 6814

Contract of Sale of Land

Property address: 10 Dianchi Drive, Wyndham Vale VIC 3024

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.

Signing of this contract

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*: 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

dd/mm/yyyy

Print name(s) of person(s) signing

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

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

Signed by the vendor

on

dd/mm/yyyy

Print name(s) of person(s) signing

Robin Paul Deagan and Geeta Deagan

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

The **day of sale** is the date by which both parties have signed this contract.

Notice to purchasers of property “off-the-plan”

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.

Particulars of sale

Vendor’s estate agent

| | |
|------------|--|
| Name: | Everywhere Real Estate |
| Address: | Suite 205, 111 Overton Road, Williams Landing VIC 3027 |
| Telephone: | 0424 786 708 |
| Fax: | |
| Email: | ahmad@everywherere.com.au |

Vendor

| | |
|------------|------------------------------------|
| Name(s): | Robin Paul Deagan and Geeta Deagan |
| Address: | |
| Telephone: | |
| Email: | |

Vendor's legal practitioner or conveyancer

| | |
|------------|------------------------------------|
| Name: | Western Conveyancing |
| Address: | 4A Pyke Street Werribee VIC 3030 |
| Telephone: | (03) 8742 6794 |
| Fax: | (03) 8742 6814 |
| Email: | ainsley@westernconveyancing.com.au |

Purchaser

| | |
|------------|--|
| Name(s): | |
| Address: | |
| Telephone: | |
| Email: | |

Purchaser's legal practitioner or conveyancer

| | |
|------------|--|
| Name: | |
| Address: | |
| Telephone: | |
| Fax: | |
| Email: | |

Land (general conditions 7 and 13)

The land is described in the following table.

| | | | | | |
|--------------------------------|-------|-------|-----|-----------|---------|
| Certificate of Title reference | | | | being lot | on plan |
| Volume | 12274 | Folio | 382 | 135 | 826722E |

or

described in the copy title(s) and plan(s) as attached to the Vendor's 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

10 Dianchi Drive, Wyndham Vale VIC 3024

Goods sold with the land
General condition 6.3(f). List
or attach schedule.

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price

Deposit

by
dd/mm/yyyy

(of which [amount] has been
paid)

Balance payable at
settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

| |
|--|
| |
|--|

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

| |
|--|
| |
|--|

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

| |
|--|
| |
|--|

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

| |
|--|
| |
|--|

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

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

Lease (general condition 5.1)

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

| |
|--|
| |
|--|

Terms contract (general condition 30)

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

| |
|--|
| |
|--|

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

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

| | |
|---------------|--|
| Lender | |
| Loan amount | |
| Approval date | |

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

SPECIAL CONDITIONS

| |
|--|
| |
|--|

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special condition 1 – Nomination

General condition 4 is deleted and replaced by the following:

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. If the purchaser nominates a substitute or additional transferee a signed Nomination form must be delivered at least 10 days prior to settlement. The purchaser agrees the Vendor is entitled to claim an administration fee of \$220 per nomination from the purchaser on settlement.

Special condition 2 - Sale of Land Act.

The Purchaser hereby acknowledge that prior to signing this Contract and prior to signing any other documents relating to the sale hereby affected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1982* (as amended) in the form included in this Contract.

Special condition 3- Jointly and Severally

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and words importing the singular number the plural and vice versa.

Special condition 4 - Condition of Property and Goods

- a. The Purchaser acknowledges that the Purchaser has inspected the Property and Goods prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Goods in their present state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.
- b. The Purchaser further acknowledges that the improvements on the property may be subject to or require compliance with the current Building Regulations or municipal by-laws under which the improvements were constructed. Any failure to comply with the Regulations or municipal by-laws will not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection or claim any compensation or rescind, terminate or delay completion of this Contract in respect of any of the matters contemplated by this special condition.

Special condition 5 - Representation and Warranty

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agent from any claims demands in respect thereof.

Special condition 6 - Damages

The Purchaser must pay on demand any direct or indirect damages incurred or suffered by the Vendor relating to a breach of this contract by the Purchaser. Until payment, the balance will be increased by those amounts. The Vendor relies on the sale proceeds to discharge any mortgage noted on the title, to buy another property and for other important financial purposes.

Special condition 7 - FIRB

The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* requiring the obtaining to consent to this contract do not apply to the Purchaser or to this contract. The Purchaser indemnifies the Vendor against any loss the Vendor suffers if the Purchaser breaches this warranty.

Special condition 8 - Company Purchaser

If the Purchaser is or includes a company, the company simultaneously with the execution of this Contract must procure the execution of the Guarantee annexed to this Contract by:

- (a) two directors of the Purchaser company; or
- (b) one director and the company secretary; or
- (c) with the written consent of the Vendor, its shareholders.

Special condition 9 - Possession prior to settlement

If the vendor allows the purchasers to take possession of the property prior to settlement, the purchaser shall prior to taking possession execute a licence agreement to be prepared by the vendor's representative and pay the costs associated with the preparation of the licence agreement

Special condition 10 – Interest and costs payable on default

If the purchaser defaults in payment of any money under this Contract interest shall be paid by the purchaser to the vendor on any money overdue for payment in accordance with General Condition 32. The purchaser agrees that the reasonable costs of each and every default is the sum of \$330.00 (inclusive of GST) together with a further sum of \$550.00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

Special condition 11 – Adjustments

The purchaser and/or their representative will provide to the vendors representative the statement of adjustments along with copies of all certificates used in order to calculate adjustments at least 3 business days prior to settlement. The purchaser agrees that failure to do so will render the purchaser in default of contract and in addition to the vendors rights under the terms of this contract, the vendor is entitled to claim an administration fee of \$110 from the purchaser on settlement.

Special condition 12 – Swimming pool/spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

Special condition 13 – Finance

Should the Purchaser wish to exercise their rights under General Condition 20.2 of the Contract, the Purchaser must, in addition to complying with General Condition 20.2 (a) to (d) (inclusive), provide the Vendor's Conveyancer with a letter from the Purchaser's Lender which confirms that the home loan application for the Purchaser named in the Contract and property address and loan amount set out in the Contract has been rejected. The Purchaser does not have the right to end the Contract unless this letter is provided strictly within the timeframe set out in General Condition 20.2 (c) of the Contract. A letter from a mortgage broker is not sufficient in this regard.

Special Condition 14 – Christmas & New Year Holiday Period

If settlement has not taken place on or before 20th December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 17th January of the following calendar year. Settlement will NOT take place between 21st December in the calendar year in which settlement is set and 16th January of the following calendar year. Should a date within this range be written into the contract particulars as the settlement date, the contract is amended such that the settlement date is 17th January of the following calendar year. Neither party may issue a Default and/or Rescission Notice on the other party between the period of 21st December in the calendar year in which settlement is set and 16th January of the following calendar year, or make any objection, requisition, or claim for compensation, arising from or in connection with the failure to complete settlement under this special condition.

Contract of Sale of Land - General Conditions

Contract Signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;

- (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

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

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

| | | | |
|---|--|----|------------|
| I/We | | of | |
| And | | of | |
| being the Sole Director / Directors of | | | ACN |

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To: Purchaser/s

Property address: 10 Dianchi Drive, Wyndham Vale VIC 3024

Lot no.: 135 **Plan of subdivision:** 826722E

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

From: Robin Paul Deagan and Geeta Deagan

Dated: 18 June 2025

Prepared by Western Conveyancing on behalf of the Vendor/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 | 10 DIANCHI DRIVE, WYNDHAM VALE VIC 3024 |
|------|---|

| | | | |
|--------------------|-------------------|------|-----|
| Vendor's name | Robin Paul Deagan | Date | / / |
| Vendor's signature | <div></div> | | |
| Vendor's name | Geeta Deagan | Date | / / |
| Vendor's signature | <div></div> | | |

| | |
|-----------------------|------|
| Purchaser's name | Date |
| Purchaser's signature | / / |
| Purchaser's name | Date |
| Purchaser's signature | / / |

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$8,000.00

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

| | | |
|--|----|--|
| \$0.00 | To | |
| Other particulars (including dates and times of payments): | | |

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 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 | AVPC No. |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> 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

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

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:

NIL

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

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

| | | | | |
|---|-------------------------------------|---------------------------------------|-----------------------------------|---|
| Electricity supply <input type="checkbox"/> | Gas supply <input type="checkbox"/> | Water supply <input type="checkbox"/> | Sewerage <input type="checkbox"/> | Telephone services <input type="checkbox"/> |
|---|-------------------------------------|---------------------------------------|-----------------------------------|---|

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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](http://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.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12274 FOLIO 382

Security no : 124125399871V

Produced 17/06/2025 02:00 PM

LAND DESCRIPTION

Lot 135 on Plan of Subdivision 826722E.
PARENT TITLE Volume 09464 Folio 464
Created by instrument PS826722E 24/12/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROBIN PAUL DEAGAN
GEETA DEAGAN both of 3 CRESSY STREET WERRIBEE VIC 3030
AX898768A 12/04/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX898769X 12/04/2024
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS826722E 24/12/2020

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 PS826722E 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: 10 DIANCHI DRIVE WYNDHAM VALE VIC 3024

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 12/04/2024

DOCUMENT END


Delivered from the LANDATA® System by InfoTrack Pty Ltd.

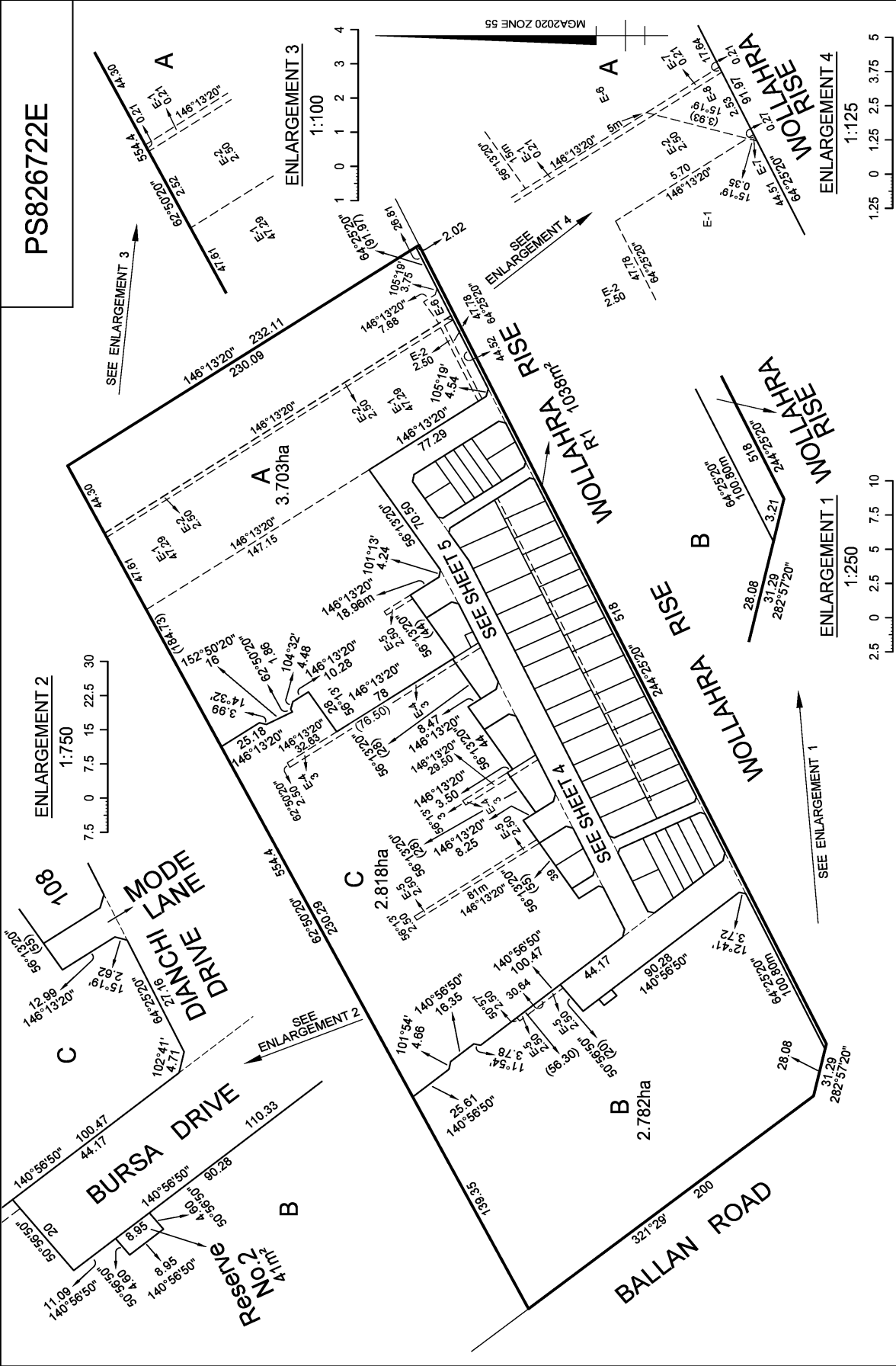
The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.



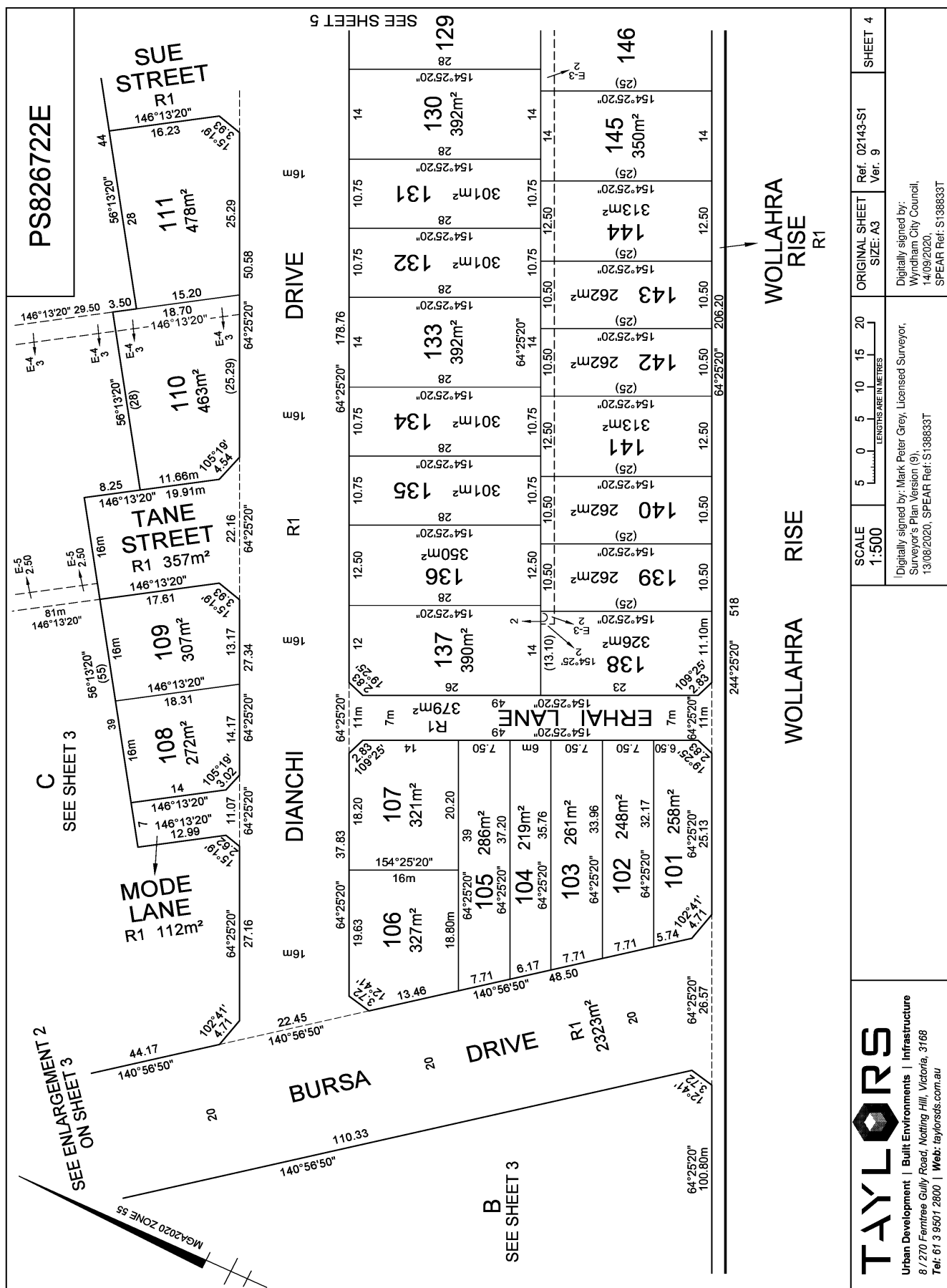
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

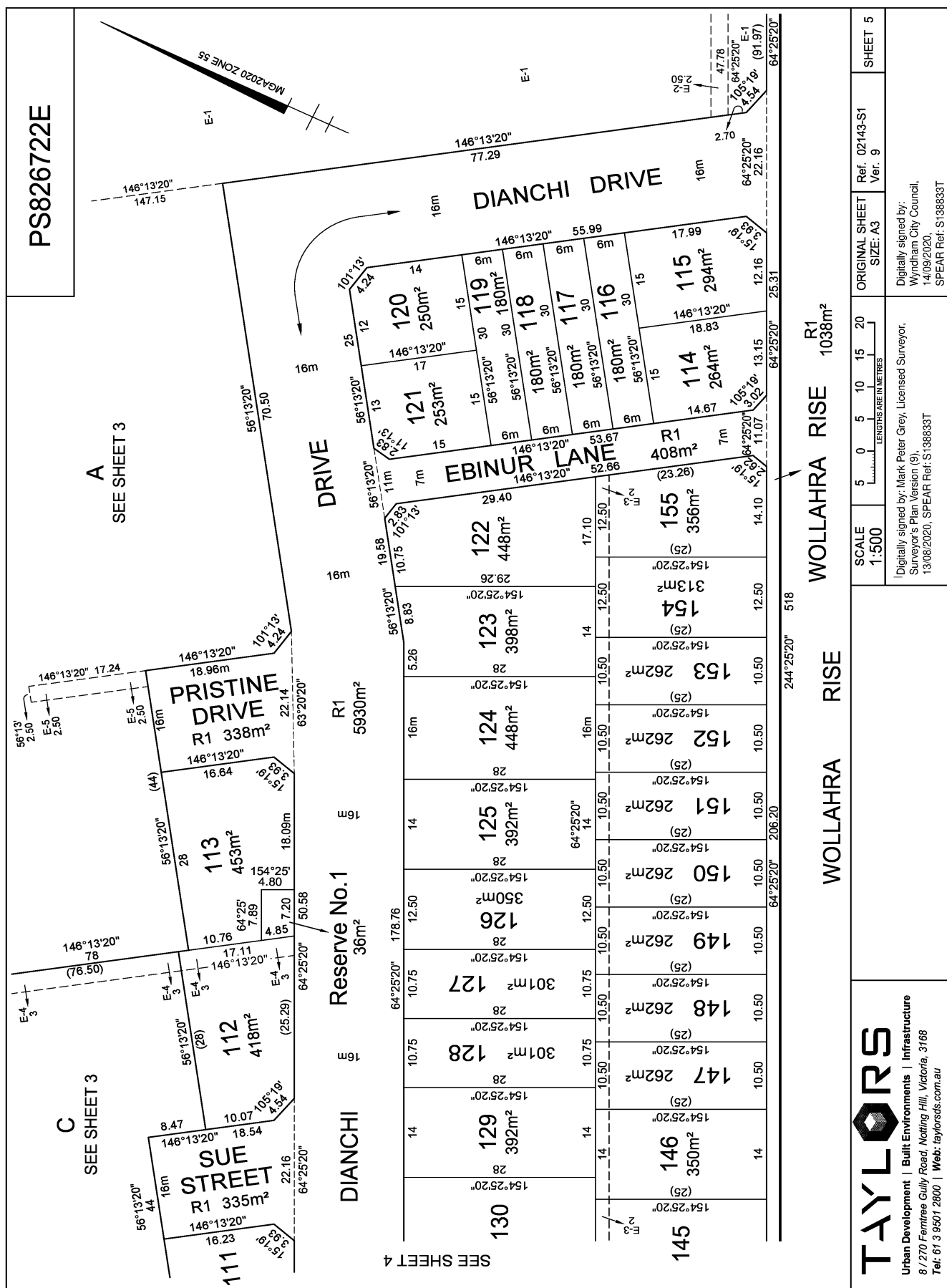
| | | | | |
|---|--|---|-----------|--|
| PLAN OF SUBDIVISION | | EDITION 1 | PS826722E | |
| LOCATION OF LAND PARISH: WERRIBEE TOWNSHIP: SECTION: 6 CROWN ALLOTMENT: 1^A (PART) CROWN PORTION: TITLE REFERENCE: Vol. 9464 Fol. 464 LAST PLAN REFERENCE: Lot 11 on LP131455 POSTAL ADDRESS: 440 Ballan Road (at time of subdivision) WYNDHAM VALE VIC 3024 MGA 2020 CO-ORDINATES: E: 290 530 ZONE: 55 (of approx centre of land in plan) N: 5 805 480 | | Council Name: Wyndham City Council Council Reference Number: WYS5053/19 Planning Permit Reference: WYP10620/18 SPEAR Reference Number: S138833T Certification This plan is certified under section 6 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: Caitlin Anne Spratling for Wyndham City Council on 14/09/2020 Statement of Compliance issued: 10/12/2020 | | |
| VESTING OF ROADS AND/OR RESERVES | | NOTATIONS | | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | | |
| Road R1 Reserve No.'s 1 & 2 | Wyndham City Council Powercor Australia Ltd | | | |
| NOTATIONS | | Lots 101 - 155 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B, C, D, E, F, G & H on Sheets 6, 7 & 8 of this plan for details. OTHER PURPOSE OF PLAN 1. To Remove that part of easement E-1 created on Inst. AR264761E in so far as where it lies within Road R1 herein. 2. To Remove that part of easement E-2 created on Inst. AR264762C in so far as where it lies within Road R1 herein. 3. To Remove that part of easement created on Inst. AS454373W in so far as where it lies within Road R1 herein. GROUND FOR REMOVAL: By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988. 4. To Remove easement E-1 created on LP125673 and LP131455. GROUND FOR REMOVAL: By directive in Planning Permit No. WYP10620/18. | | |
| DEPTH LIMITATION: Does Not Apply SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. WYP10620/18 | | | | |
| Pearland Estate Release No.1 Area of Release: 2.836ha No. of Lots: 55 Lots and Balance Lots A, B & C | | | | |
| | | | | |
| EASEMENT INFORMATION | | | | |
| LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | |
| SEE SHEET 2 FOR EASEMENT DETAILS | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
| | | | | |
| TAYLORS | | SURVEYORS FILE REF: Ref. 02143-S1 Ver. 9 Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (9), 13/08/2020, SPEAR Ref: S138833T | | ORIGINAL SHEET SIZE: A3 SHEET 1 OF 8 PLAN REGISTERED TIME: 11.20am DATE: 24/12/2020 A.R.T. Assistant Registrar of Titles |
| Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au | | | | |

| | | | | PS826722E | |
|--|--|----------------|---|-----------------------------|--|
| EASEMENT INFORMATION | | | | | |
| LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | | |
| EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN. | | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of | |
| E-1 | Wetland, Floodway, Drainage & Stormwater Quality Management as set out in MCP AA2741 | See Diagram | Inst. AR264761E | Melbourne Water Corporation | |
| E-2 | Sewerage | 2.50 | Inst. AR264762C | City West Water Corporation | |
| | Wetland, Floodway, Drainage & Stormwater Quality Management as set out in MCP AA2741 | | Inst. AR264761E | Melbourne Water Corporation | |
| E-3 | Drainage | 2 | This Plan | Wyndham City Council | |
| E-4 | Drainage | 3 | This Plan | Wyndham City Council | |
| | Sewerage | | | City West Water Corporation | |
| E-5 | Sewerage | 2.50 | This Plan | City West Water Corporation | |
| E-6 | Water Supply | See Diag. | Inst. AS454373W | City West Water Corporation | |
| E-7 | Wetland, Floodway, Drainage & Stormwater Quality Management as set out in MCP AA2741 | See Diagram | Inst. AR264761E | Melbourne Water Corporation | |
| | Water Supply | | Inst. AS454373W | City West Water Corporation | |
| E-8 | Sewerage | See Diagram | Inst. AR264762C | City West Water Corporation | |
| | Wetland, Floodway, Drainage & Stormwater Quality Management as set out in MCP AA2741 | | Inst. AR264761E | Melbourne Water Corporation | |
| | Water Supply | | Inst. AS454373W | City West Water Corporation | |
| | | | | | |
|  | | | <div> <div> ORIGINAL SHEET SIZE: A3 </div> <div> Ref. 02143-S1 Ver. 9 </div> <div> SHEET 2 </div> </div> | | |
| Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au | | | Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (9), 13/08/2020, SPEAR Ref: S138833T | | |
| | | | Digitally signed by: Wyndham City Council, 14/09/2020, SPEAR Ref: S138833T | | |



| | | | |
|---|---|---|-------------------------|
| <div>TAYLORS</div> <div>Urban Development Built Environments Infrastructure</div> <div>8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168</div> <div>Tel: 61 3 9501 2800 Web: taylorssds.com.au</div> | | | |
| Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (9), 13/08/2020, SPEAR Ref: S138833T | | Digitally signed by: Wyndham City Council, 14/09/2020, SPEAR Ref: S138833T | |
| SCALE 1:2000 | 20 0 20 40 60 80 LENGTHS ARE IN METRES | ORIGINAL SHEET SIZE: A3 | Ref. 02143-S1 Ver. 9 |
| SEE ENLARGEMENT 1 | | SEE ENLARGEMENT 2 | |
| SEE ENLARGEMENT 3 | | SEE ENLARGEMENT 4 | |
| SEE ENLARGEMENT 5 | | SEE ENLARGEMENT 6 | |
| SEE ENLARGEMENT 7 | | SEE ENLARGEMENT 8 | |
| SEE ENLARGEMENT 9 | | SEE ENLARGEMENT 10 | |
| SEE ENLARGEMENT 11 | | SEE ENLARGEMENT 12 | |
| SEE ENLARGEMENT 13 | | SEE ENLARGEMENT 14 | |
| SEE ENLARGEMENT 15 | | SEE ENLARGEMENT 16 | |
| SEE ENLARGEMENT 17 | | SEE ENLARGEMENT 18 | |
| SEE ENLARGEMENT 19 | | SEE ENLARGEMENT 20 | |
| SEE ENLARGEMENT 21 | | SEE ENLARGEMENT 22 | |
| SEE ENLARGEMENT 23 | | SEE ENLARGEMENT 24 | |
| SEE ENLARGEMENT 25 | | SEE ENLARGEMENT 26 | |
| SEE ENLARGEMENT 27 | | SEE ENLARGEMENT 28 | |
| SEE ENLARGEMENT 29 | | SEE ENLARGEMENT 30 | |
| SEE ENLARGEMENT 31 | | SEE ENLARGEMENT 32 | |
| SEE ENLARGEMENT 33 | | SEE ENLARGEMENT 34 | |
| SEE ENLARGEMENT 35 | | SEE ENLARGEMENT 36 | |
| SEE ENLARGEMENT 37 | | SEE ENLARGEMENT 38 | |
| SEE ENLARGEMENT 39 | | SEE ENLARGEMENT 40 | |
| SEE ENLARGEMENT 41 | | SEE ENLARGEMENT 42 | |
| SEE ENLARGEMENT 43 | | SEE ENLARGEMENT 44 | |
| SEE ENLARGEMENT 45 | | SEE ENLARGEMENT 46 | |
| SEE ENLARGEMENT 47 | | SEE ENLARGEMENT 48 | |
| SEE ENLARGEMENT 49 | | SEE ENLARGEMENT 50 | |
| SEE ENLARGEMENT 51 | | SEE ENLARGEMENT 52 | |
| SEE ENLARGEMENT 53 | | SEE ENLARGEMENT 54 | |
| SEE ENLARGEMENT 55 | | SEE ENLARGEMENT 56 | |
| SEE ENLARGEMENT 57 | | SEE ENLARGEMENT 58 | |
| SEE ENLARGEMENT 59 | | SEE ENLARGEMENT 60 | |
| SEE ENLARGEMENT 61 | | SEE ENLARGEMENT 62 | |
| SEE ENLARGEMENT 63 | | SEE ENLARGEMENT 64 | |
| SEE ENLARGEMENT 65 | | SEE ENLARGEMENT 66 | |
| SEE ENLARGEMENT 67 | | SEE ENLARGEMENT 68 | |
| SEE ENLARGEMENT 69 | | SEE ENLARGEMENT 70 | |
| SEE ENLARGEMENT 71 | | SEE ENLARGEMENT 72 | |
| SEE ENLARGEMENT 73 | | SEE ENLARGEMENT 74 | |
| SEE ENLARGEMENT 75 | | SEE ENLARGEMENT 76 | |
| SEE ENLARGEMENT 77 | | SEE ENLARGEMENT 78 | |
| SEE ENLARGEMENT 79 | | SEE ENLARGEMENT 80 | |
| SEE ENLARGEMENT 81 | | SEE ENLARGEMENT 82 | |
| SEE ENLARGEMENT 83 | | SEE ENLARGEMENT 84 | |
| SEE ENLARGEMENT 85 | | SEE ENLARGEMENT 86 | |
| SEE ENLARGEMENT 87 | | SEE ENLARGEMENT 88 | |
| SEE ENLARGEMENT 89 | | SEE ENLARGEMENT 90 | |
| SEE ENLARGEMENT 91 | | SEE ENLARGEMENT 92 | |
| SEE ENLARGEMENT 93 | | SEE ENLARGEMENT 94 | |
| SEE ENLARGEMENT 95 | | SEE ENLARGEMENT 96 | |
| SEE ENLARGEMENT 97 | | SEE ENLARGEMENT 98 | |
| SEE ENLARGEMENT 99 | | SEE ENLARGEMENT 100 | |
| SEE ENLARGEMENT 101 | | SEE ENLARGEMENT 102 | |
| SEE ENLARGEMENT 103 | | SEE ENLARGEMENT 104 | |
| SEE ENLARGEMENT 105 | | SEE ENLARGEMENT 106 | |
| SEE ENLARGEMENT 107 | | SEE ENLARGEMENT 108 | |
| SEE ENLARGEMENT 109 | | SEE ENLARGEMENT 110 | |
| SEE ENLARGEMENT 111 | | SEE ENLARGEMENT 112 | |
| SEE ENLARGEMENT 113 | | SEE ENLARGEMENT 114 | |
| SEE ENLARGEMENT 115 | | SEE ENLARGEMENT 116 | |
| SEE ENLARGEMENT 117 | | SEE ENLARGEMENT 118 | |
| SEE ENLARGEMENT 119 | | SEE ENLARGEMENT 120 | |
| SEE ENLARGEMENT 121 | | SEE ENLARGEMENT 122 | |
| SEE ENLARGEMENT 123 | | SEE ENLARGEMENT 124 | |
| SEE ENLARGEMENT 125 | | SEE ENLARGEMENT 126 | |
| SEE ENLARGEMENT 127 | | SEE ENLARGEMENT 128 | |
| SEE ENLARGEMENT 129 | | SEE ENLARGEMENT 130 | |
| SEE ENLARGEMENT 131 | | SEE ENLARGEMENT 132 | |
| SEE ENLARGEMENT 133 | | SEE ENLARGEMENT 134 | |
| SEE ENLARGEMENT 135 | | SEE ENLARGEMENT 136 | |
| SEE ENLARGEMENT 137 | | SEE ENLARGEMENT 138 | |
| SEE ENLARGEMENT 139 | | SEE ENLARGEMENT 140 | |
| SEE ENLARGEMENT 141 | | SEE ENLARGEMENT 142 | |
| SEE ENLARGEMENT 143 | | SEE ENLARGEMENT 144 | |
| SEE ENLARGEMENT 145 | | SEE ENLARGEMENT 146 | |
| SEE ENLARGEMENT 147 | | SEE ENLARGEMENT 148 | |
| SEE ENLARGEMENT 149 | | SEE ENLARGEMENT 150 | |
| SEE ENLARGEMENT 151 | | SEE ENLARGEMENT 152 | |
| SEE ENLARGEMENT 153 | | SEE ENLARGEMENT 154 | |
| SEE ENLARGEMENT 155 | | SEE ENLARGEMENT 156 | |
| SEE ENLARGEMENT 157 | | SEE ENLARGEMENT 158 | |
| SEE ENLARGEMENT 159 | | SEE ENLARGEMENT 160 | |
| SEE ENLARGEMENT 161 | | SEE ENLARGEMENT 162 | |
| SEE ENLARGEMENT 163 | | SEE ENLARGEMENT 164 | |
| SEE ENLARGEMENT 165 | | SEE ENLARGEMENT 166 | |
| SEE ENLARGEMENT 167 | | SEE ENLARGEMENT 168 | |
| SEE ENLARGEMENT 169 | | SEE ENLARGEMENT 170 | |
| SEE ENLARGEMENT 171 | | SEE ENLARGEMENT 172 | |
| SEE ENLARGEMENT 173 | | SEE ENLARGEMENT 174 | |
| SEE ENLARGEMENT 175 | | SEE ENLARGEMENT 176 | |
| SEE ENLARGEMENT 177 | | SEE ENLARGEMENT 178 | |
| SEE ENLARGEMENT 179 | | SEE ENLARGEMENT 180 | |
| SEE ENLARGEMENT 181 | | SEE ENLARGEMENT 182 | |
| SEE ENLARGEMENT 183 | | SEE ENLARGEMENT 184 | |
| SEE ENLARGEMENT 185 | | SEE ENLARGEMENT 186 | |
| SEE ENLARGEMENT 187 | | SEE ENLARGEMENT 188 | |
| SEE ENLARGEMENT 189 | | SEE ENLARGEMENT 190 | |
| SEE ENLARGEMENT 191 | | SEE ENLARGEMENT 192 | |
| SEE ENLARGEMENT 193 | | SEE ENLARGEMENT 194 | |
| SEE ENLARGEMENT 195 | | SEE ENLARGEMENT 196 | |
| SEE ENLARGEMENT 197 | | SEE ENLARGEMENT 198 | |
| SEE ENLARGEMENT 199 | | SEE ENLARGEMENT 200 | |
| SEE ENLARGEMENT 201 | | SEE ENLARGEMENT 202 | |
| SEE ENLARGEMENT 203 | | SEE ENLARGEMENT 204 | |
| SEE ENLARGEMENT 205 | | SEE ENLARGEMENT 206 | |
| SEE ENLARGEMENT 207 | | SEE ENLARGEMENT 208 | |
| SEE ENLARGEMENT 209 | | SEE ENLARGEMENT 210 | |
| SEE ENLARGEMENT 211 | | SEE ENLARGEMENT 212 | |
| SEE ENLARGEMENT 213 | | SEE ENLARGEMENT 214 | |
| SEE ENLARGEMENT 215 | | SEE ENLARGEMENT 216 | |
| SEE ENLARGEMENT 217 | | SEE ENLARGEMENT 218 | |
| SEE ENLARGEMENT 219 | | SEE ENLARGEMENT 220 | |
| SEE ENLARGEMENT 221 | | SEE ENLARGEMENT 222 | |
| SEE ENLARGEMENT 223 | | SEE ENLARGEMENT 224 | |
| SEE ENLARGEMENT 225 | | SEE ENLARGEMENT 226 | |
| SEE ENLARGEMENT 227 | | SEE ENLARGEMENT 228 | |
| SEE ENLARGEMENT 229 | | SEE ENLARGEMENT 230 | |
| SEE ENLARGEMENT 231 | | SEE ENLARGEMENT 232 | |
| SEE ENLARGEMENT 233 | | SEE ENLARGEMENT 234 | |
| SEE ENLARGEMENT 235 | | SEE ENLARGEMENT 236 | |
| SEE ENLARGEMENT 237 | | SEE ENLARGEMENT 238 | |
| SEE ENLARGEMENT 239 | | SEE ENLARGEMENT 240 | |
| SEE ENLARGEMENT 241 | | SEE ENLARGEMENT 242 | |
| SEE ENLARGEMENT 243 | | SEE ENLARGEMENT 244 | |
| SEE ENLARGEMENT 245 | | SEE ENLARGEMENT 246 | |
| SEE ENLARGEMENT 247 | | SEE ENLARGEMENT 248 | |
| SEE ENLARGEMENT 249 | | SEE ENLARGEMENT 250 | |
| SEE ENLARGEMENT 251 | | SEE ENLARGEMENT 252 | |
| SEE ENLARGEMENT 253 | | SEE ENLARGEMENT 254 | |
| SEE ENLARGEMENT 255 | | SEE ENLARGEMENT 256 | |
| SEE ENLARGEMENT 257 | | SEE ENLARGEMENT 258 | |
| SEE ENLARGEMENT 259 | | SEE ENLARGEMENT 260 | |
| SEE ENLARGEMENT 261 | | SEE ENLARGEMENT 262 | |
| SEE ENLARGEMENT 263 | | SEE ENLARGEMENT 264 | |
| SEE ENLARGEMENT 265 | | SEE ENLARGEMENT 266 | |
| SEE ENLARGEMENT 267 | | SEE ENLARGEMENT 268 | |
| SEE ENLARGEMENT 269 | | SEE ENLARGEMENT 270 | |
| SEE ENLARGEMENT 271 | | SEE ENLARGEMENT 272 | |
| SEE ENLARGEMENT 273 | | SEE ENLARGEMENT 274 | |
| SEE ENLARGEMENT 275 | | SEE ENLARGEMENT 276 | |
| SEE ENLARGEMENT 277 | | SEE ENLARGEMENT 278 | |
| SEE ENLARGEMENT 279 | | SEE ENLARGEMENT 280 | |
| SEE ENLARGEMENT 281 | | SEE ENLARGEMENT 282 | |
| SEE ENLARGEMENT 283 | | SEE ENLARGEMENT 284 | |
| SEE ENLARGEMENT 285 | | SEE ENLARGEMENT 286 | |
| SEE ENLARGEMENT 287 | | SEE ENLARGEMENT 288 | |
| SEE ENLARGEMENT 289 | | SEE ENLARGEMENT 290 | |
| SEE ENLARGEMENT 291 | | SEE ENLARGEMENT 292 | |
| SEE ENLARGEMENT 293 | | SEE ENLARGEMENT 294 | |
| SEE ENLARGEMENT 295 | | SEE ENLARGEMENT 296 | |
| SEE ENLARGEMENT 297 | | SEE ENLARGEMENT 298 | |
| SEE ENLARGEMENT 299 | | SEE ENLARGEMENT 300 | |
| SEE ENLARGEMENT 301 | | SEE ENLARGEMENT 302 | |
| SEE ENLARGEMENT 303 | | SEE ENLARGEMENT 304 | |
| SEE ENLARGEMENT 305 | | SEE ENLARGEMENT 306 | |
| SEE ENLARGEMENT 307 | | SEE ENLARGEMENT 308 | |
| SEE ENLARGEMENT 309 | | SEE ENLARGEMENT 310 | |
| SEE ENLARGEMENT 311 | | SEE ENLARGEMENT 312 | |
| SEE ENLARGEMENT 313 | | SEE ENLARGEMENT 314 | |
| SEE ENLARGEMENT 315 | | SEE ENLARGEMENT 316 | |
| SEE ENLARGEMENT 317 | | SEE ENLARGEMENT 318 | |
| SEE ENLARGEMENT 319 | | SEE ENLARGEMENT 320 | |
| SEE ENLARGEMENT 321 | | SEE ENLARGEMENT 322 | |
| SEE ENLARGEMENT 323 | | SEE ENLARGEMENT 324 | |
| SEE ENLARGEMENT 325 | | SEE ENLARGEMENT 326 | |
| SEE ENLARGEMENT 327 | | SEE ENLARGEMENT 328 | |
| SEE ENLARGEMENT 329 | | SEE ENLARGEMENT 330 | |
| SEE ENLARGEMENT 331 | | SEE ENLARGEMENT 332 | |
| SEE ENLARGEMENT 333 | | SEE ENLARGEMENT 334 | |
| SEE ENLARGEMENT 335 | | SEE ENLARGEMENT 336 | |
| SEE ENLARGEMENT 337 | | SEE ENLARGEMENT 338 | |
| SEE ENLARGEMENT 339 | | SEE ENLARGEMENT 340 | |
| SEE ENLARGEMENT 341 | | SEE ENLARGEMENT 342 | |
| SEE ENLARGEMENT 343 | | SEE ENLARGEMENT 344 | |
| SEE ENLARGEMENT 345 | | SEE ENLARGEMENT 346 | |
| SEE ENLARGEMENT 347 | | SEE ENLARGEMENT 348 | |
| SEE ENLARGEMENT 349 | | SEE ENLARGEMENT 350 | |
| SEE ENLARGEMENT 351 | | SEE ENLARGEMENT 352 | |
| SEE ENLARGEMENT 353 | | SEE ENLARGEMENT 354 | |
| SEE ENLARGEMENT 355 | | SEE ENLARGEMENT 356 | |
| SEE ENLARGEMENT 357 | | SEE ENLARGEMENT 358 | |
| SEE ENLARGEMENT 359 | | SEE ENLARGEMENT 360 | |
| SEE ENLARGEMENT 361 | | SEE ENLARGEMENT 362 | |
| SEE ENLARGEMENT 363 | | SEE ENLARGEMENT 364 | |
| SEE ENLARGEMENT 365 | | SEE ENLARGEMENT 366 | |
| SEE ENLARGEMENT 367 | | SEE ENLARGEMENT 368 | |
| SEE ENLARGEMENT 369 | | SEE ENLARGEMENT 370 | |
| SEE ENLARGEMENT 371 | | SEE ENLARGEMENT 372 | |
| SEE ENLARGEMENT 373 | | SEE ENLARGEMENT 374 | |
| SEE ENLARGEMENT 375 | | SEE ENLARGEMENT 376 | |
| SEE ENLARGEMENT 377 | | SEE ENLARGEMENT 378 | |
| SEE ENLARGEMENT 379 | | SEE ENLARGEMENT 380 | |
| SEE ENLARGEMENT 381 | | SEE ENLARGEMENT 382 | |
| SEE ENLARGEMENT 383 | | SEE ENLARGEMENT 384 | |
| SEE ENLARGEMENT 385 | | SEE ENLARGEMENT 386 | |
| SEE ENLARGEMENT 387 | | SEE ENLARGEMENT 388 | |
| SEE ENLARGEMENT 389 | | SEE ENLARGEMENT 390 | |
| SEE ENLARGEMENT 391 | | SEE ENLARGEMENT 392 | |
| SEE ENLARGEMENT 393 | | SEE ENLARGEMENT 394 | |
| SEE ENLARGEMENT 395 | | SEE ENLARGEMENT 396 | |
| SEE ENLARGEMENT 397 | | SEE ENLARGEMENT 398 | |
| SEE ENLARGEMENT 399 | | SEE ENLARGEMENT 400 | |
| SEE ENLARGEMENT 401 | | SEE ENLARGEMENT 402 | |
| SEE ENLARGEMENT 403 | | SEE ENLARGEMENT 404 | |
| SEE ENLARGEMENT 405 | | SEE ENLARGEMENT 406 | |
| SEE ENLARGEMENT 407 | | SEE ENLARGEMENT 408 | |
| SEE ENLARGEMENT 409 | | SEE ENLARGEMENT 410 | |
| SEE ENLARGEMENT 411 | | SEE ENLARGEMENT 412 | |
| SEE ENLARGEMENT 413 | | SEE ENLARGEMENT 414 | |
| SEE ENLARGEMENT 415 | | SEE ENLARGEMENT 416 | |
| SEE ENLARGEMENT 417 | | SEE ENLARGEMENT 418 | |
| SEE ENLARGEMENT 419 | | SEE ENLARGEMENT 420 | |
| SEE ENLARGEMENT 421 | | SEE ENLARGEMENT 422 | |
| SEE ENLARGEMENT 423 | | SEE ENLARGEMENT 424 | |
| SEE ENLARGEMENT 425 | | SEE ENLARGEMENT 426 | |
| SEE ENLARGEMENT 427 | | SEE ENLARGEMENT 428 | |
| SEE ENLARGEMENT 429 | | SEE ENLARGEMENT 430 | |
| SEE ENLARGEMENT 431 | | SEE ENLARGEMENT 432 | |
| SEE ENLARGEMENT 433 | | SEE ENLARGEMENT 434 | |
| SEE ENLARGEMENT 435 | | SEE ENLARGEMENT 436 | |
| SEE ENLARGEMENT 437 | | SEE ENLARGEMENT 438 | |
| SEE ENLARGEMENT 439 | | SEE ENLARGEMENT 440 | |
| SEE ENLARGEMENT 441 | | SEE ENLARGEMENT 442 | |
| SEE ENLARGEMENT 443 | | SEE ENLARGEMENT 444 | |
| SEE ENLARGEMENT 445 | | SEE ENLARGEMENT 446 | |
| SEE ENLARGEMENT 447 | | SEE ENLARGEMENT 448 | |
| SEE ENLARGEMENT 449 | | SEE ENLARGEMENT 450 | |
| SEE ENLARGEMENT 451 | | SEE ENLARGEMENT 452 | |
| SEE ENLARGEMENT 453 | | SEE ENLARGEMENT 454 | |
| SEE ENLARGEMENT 455 | | SEE ENLARGEMENT 456 | |
| SEE ENLARGEMENT 457 | | SEE ENLARGEMENT 458 | |
| SEE ENLARGEMENT 459 | | SEE ENLARGEMENT 460 | |
| SEE ENLARGEMENT 461 | | SEE ENLARGEMENT 462 | |
| SEE ENLARGEMENT 463 | | SEE ENLARGEMENT 464 | |
| SEE ENLARGEMENT 465 | | SEE ENLARGEMENT 466 | |
| SEE ENLARGEMENT 467 | | SEE ENLARGEMENT 468 | |
| SEE ENLARGEMENT 469 | | SEE ENLARGEMENT 470 | |
| SEE ENLARGEMENT 471 | | SEE ENLARGEMENT 472 | |
| SEE ENLARGEMENT 473 | | SEE ENLARGEMENT 474 | |
| SEE ENLARGEMENT 475 | | SEE ENLARGEMENT 476 | |
| SEE ENLARGEMENT 477 | | SEE ENLARGEMENT 478 | |
| SEE ENLARGEMENT 479 | | SEE ENLARGEMENT 480 | |
| SEE ENLARGEMENT 481 | | SEE ENLARGEMENT 482 | |
| SEE ENLARGEMENT 483 | | SEE ENLARGEMENT 484 | |
| SEE ENLARGEMENT 485 | | SEE ENLARGEMENT 486 | |
| SEE ENLARGEMENT 487 | | SEE ENLARGEMENT 488 | |
| SEE ENLARGEMENT 489 | | SEE ENLARGEMENT 490 | |
| SEE ENLARGEMENT 491 | | SEE ENLARGEMENT 492 | |
| SEE ENLARGEMENT 493 | | SEE ENLARGEMENT 494 | |
| SEE ENLARGEMENT 495 | | SEE ENLARGEMENT 496 | |
| SEE ENLARGEMENT 497 | | SEE ENLARGEMENT 498 | |
| SEE ENLARGEMENT 499 | | SEE ENLARGEMENT 500 | |
| SEE ENLARGEMENT 501 | | SEE ENLARGEMENT 502 | |
| SEE ENLARGEMENT 503 | | SEE ENLARGEMENT 504 | |
| SEE ENLARGEMENT 505 | | SEE ENLARGEMENT 506 | |
| SEE ENLARGEMENT 507 | | SEE ENLARGEMENT 508 | |
| SEE ENLARGEMENT 509 | | SEE ENLARGEMENT 510 | |
| SEE ENLARGEMENT 511 | | SEE ENLARGEMENT 512 | |
| SEE ENLARGEMENT 513 | | SEE ENLARGEMENT 514 | |
| SEE ENLARGEMENT 515 | | SEE ENLARGEMENT 516 | |
| SEE ENLARGEMENT 517 | | SEE ENLARGEMENT 518 | |
| SEE ENLARGEMENT 519 | | SEE ENLARGEMENT 520 | |
| SEE ENLARGEMENT 521 | | SEE ENLARGEMENT 522 | |
| SEE ENLARGEMENT 523 | | SEE ENLARGEMENT 524 | |
| SEE ENLARGEMENT 525 | | SEE ENLARGEMENT 526 | |
| SEE ENLARGEMENT 527 | | SEE ENLARGEMENT 528 | |
| SEE ENLARGEMENT 529 | | SEE ENLARGEMENT 530 | |
| SEE ENLARGEMENT 531 | | SEE ENLARGEMENT 532 | |
| SEE ENLARGEMENT 533 | | SEE ENLARGEMENT 534 | |
| SEE ENLARGEMENT 535 | | SEE ENLARGEMENT 536 | |
| SEE ENLARGEMENT 537 | | SEE ENLARGEMENT 538 | |
| SEE ENLARGEMENT 539 | | SEE ENLARGEMENT 540 | |
| SEE ENLARGEMENT 541 | | SEE ENLARGEMENT 542 | |
| SEE ENLARGEMENT 543 | | SEE ENLARGEMENT 544 | |
| SEE ENLARGEMENT 545 | | SEE ENLARGEMENT 546 | |
| SEE ENLARGEMENT 547 | | SEE ENLARGEMENT 548 | |
| SEE ENLARGEMENT 549 | | SEE ENLARGEMENT 550 | |
| SEE ENLARGEMENT 551 | | SEE ENLARGEMENT 552 | |
| SEE ENLARGEMENT 553 | | SEE ENLARGEMENT 554 | |
| SEE ENLARGEMENT 555 | | SEE ENLARGEMENT 556 | |
| SEE ENLARGEMENT 557 | | SEE ENLARGEMENT 558 | |
| SEE ENLARGEMENT 559 | | SEE ENLARGEMENT 560 | |
| SEE ENLARGEMENT 561 | | SEE ENLARGEMENT 562 | |
| SEE ENLARGEMENT 563 | | SEE ENLARGEMENT 564 | |
| SEE ENLARGEMENT 565 | | SEE ENLARGEMENT 566 | |
| SEE ENLARGEMENT 567 | | SEE ENLARGEMENT 568 | |
| SEE ENLARGEMENT 569 | | SEE ENLARGEMENT 570 | |
| SEE ENLARGEMENT 571 | | SEE ENLARGEMENT 572 | |
| SEE ENLARGEMENT 573 | | SEE ENLARGEMENT 574 | |
| SEE ENLARGEMENT 575 | | SEE ENLARGEMENT 576 | |
| SEE ENLARGEMENT 577 | | SEE ENLARGEMENT 578 | |
| SEE ENLARGEMENT 579 | | SEE ENLARGEMENT 580 | |
| SEE ENLARGEMENT 581 | | SEE ENLARGEMENT 582 | |
| SEE ENLARGEMENT 583 | | SEE ENLARGEMENT 584 | |
| SEE ENLARGEMENT 585 | | SEE ENLARGEMENT 586 | |
| SEE ENLARGEMENT 587 | | SEE ENLARGEMENT 588 | |
| SEE ENLARGEMENT 589 | | SEE ENLARGEMENT 590 | |
| SEE ENLARGEMENT 591 | | SEE ENLARGEMENT 592 | |
| SEE ENLARGEMENT 593 | | SEE ENLARGEMENT 594 | |
| SEE ENLARGEMENT 595 | | SEE ENLARGEMENT 596 | |
| SEE ENLARGEMENT 597 | | SEE ENLARGEMENT 598 | |
| SEE ENLARGEMENT 599 | | SEE ENLARGEMENT 600 | |
| SEE ENLARGEMENT 601 | | SEE ENLARGEMENT 602 | |
| SEE ENLARGEMENT 603 | | SEE ENLARGEMENT 604 | |
| SEE ENLARGEMENT 605 | | SEE ENLARGEMENT 606 | |
| SEE ENLARGEMENT 607 | | SEE ENLARGEMENT 608 | |
| SEE ENLARGEMENT 609 | | SEE ENLARGEMENT 610 | |
| SEE ENLARGEMENT 611 | | SEE ENLARGEMENT 612 | |
| SEE ENLARGEMENT 613 | | SEE ENLARGEMENT 614 | |
| SEE ENLARGEMENT 615 | | SEE ENLARGEMENT 616 | |
| SEE ENLARGEMENT 617 | | SEE ENLARGEMENT 618 | |
| SEE ENLARGEMENT 619 | | SEE ENLARGEMENT 620 | |
| SEE ENLARGEMENT 621 | | SEE ENLARGEMENT 622 | |
| SEE ENLARGEMENT 623 | | SEE ENLARGEMENT 624 | |
| SEE ENLARGEMENT 625 | | SEE ENLARGEMENT 626 | |
| SEE ENLARGEMENT 627 | | SEE ENLARGEMENT 628 | |
| SEE ENLARGEMENT 629 | | SEE ENLARGEMENT 630 | |
| SEE ENLARGEMENT 631 | | SEE ENLARGEMENT 632 | |
| SEE ENLARGEMENT 633 | | SEE ENLARGEMENT 634 | |
| SEE ENLARGEMENT 635 | | SEE ENLARGEMENT 636 | |
| SEE ENLARGEMENT 637 | | SEE ENLARGEMENT 638 | |
| SEE ENLARGEMENT 639 | | SEE ENLARGEMENT 640 | |
| SEE ENLARGEMENT 641 | | SEE EN | |





PS826722E**CREATION OF RESTRICTION A**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1

BENEFITED LAND: See Table 1

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot to which this Restriction applies must not:

1. At any time erect, construct, build or permit to be erected, construct or build on the lot, any building other than one private dwelling house with usual outbuildings without prior consent obtained in writing from the Responsible Authority.
2. Use the burdened land except in accordance with the provisions recorded in MCP AA6433.

Expiry date: 17/01/2031

TABLE 1

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 106 | 105, 107 |
| 107 | 105, 106 |
| 109 | 108 |
| 110 | 111 |
| 111 | 110 |
| 112 | 113 |
| 113 | 112 |
| 122 | 123, 154, 155 |
| 123 | 122, 124, 153, 154 |
| 124 | 123, 125, 151, 152, 153 |

TABLE 1 continued

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 125 | 124, 126, 150, 151 |
| 126 | 125, 127, 149, 150 |
| 127 | 126, 128, 148, 149 |
| 128 | 127, 129, 147, 148 |
| 129 | 128, 130, 146, 147 |
| 130 | 129, 131, 145, 146 |
| 131 | 130, 132, 144, 145 |
| 132 | 131, 133, 143, 144 |
| 133 | 132, 134, 142, 143 |
| 134 | 133, 135, 141, 142 |

TABLE 1 continued

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 135 | 134, 136, 140, 141 |
| 136 | 135, 137, 139, 140 |
| 137 | 136, 138, 139 |
| 138 | 137, 139 |
| 141 | 134, 135, 140, 142 |
| 144 | 131, 132, 143, 145 |
| 145 | 130, 131, 144, 146 |
| 146 | 129, 130, 145, 147 |
| 154 | 122, 123, 153, 155 |
| 155 | 122, 154 |

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 101 - 155 (all inclusive) on this plan

BENEFITED LAND: Lots 101 - 155 (all inclusive) on this plan

RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.



Urban Development | Built Environments | Infrastructure
8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Digitally signed by: Mark Peter Grey, Licensed Surveyor,
Surveyor's Plan Version (9),
13/08/2020, SPEAR Ref: S138833T

ORIGINAL SHEET
SIZE: A3

Ref. 02143-S1
Ver. 9

SHEET 6

Digitally signed by:
Wyndham City Council,
14/09/2020,
SPEAR Ref: S138833T

PS826722E**CREATION OF RESTRICTION C**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 2
BENEFITED LAND: See Table 2

RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Wyndham Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.

Expiry date: 17/01/2031

TABLE 2

| BURDENED LOT No. | SLHC TYPE | BENEFITING LOTS ON THIS PLAN |
|------------------|-----------|------------------------------|
| 101 | A | 102 |
| 102 | A | 101, 103 |
| 103 | A | 102, 104 |
| 104 | A | 103, 105 |
| 105 | A | 104, 106, 107 |
| 108 | A | 109 |
| 114 | A | 115, 116 |
| 115 | A | 114, 116 |
| 116 | A | 114, 115, 117 |
| 117 | A | 116, 118 |
| 118 | A | 117, 119 |
| 119 | A | 118, 120, 121 |
| 120 | A | 119, 121 |

TABLE 2 Continued

| BURDENED LOT No. | SLHC TYPE | BENEFITING LOTS ON THIS PLAN |
|------------------|-----------|------------------------------|
| 121 | A | 119, 120 |
| 139 | A | 136, 137, 138, 140 |
| 140 | A | 135, 136, 139, 141 |
| 142 | A | 133, 134, 141, 143 |
| 143 | A | 132, 133, 142, 144 |
| 147 | A | 128, 129, 146, 148 |
| 148 | A | 127, 128, 147, 149 |
| 149 | A | 126, 127, 148, 150 |
| 150 | A | 125, 126, 149, 151 |
| 151 | A | 124, 125, 150, 152 |
| 152 | A | 124, 151, 153 |
| 153 | A | 123, 124, 152, 154 |

CREATION OF RESTRICTION D

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 101, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 120, 121, 122, 137, 138, 155
BENEFITED LAND: Lots 101, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 120, 121, 122, 137, 138, 155

RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or erect or allow to be built or erected any boundary fence which is more than 1.2 metres high forward of the front wall of the dwelling.

CREATION OF RESTRICTION E

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 116, 117, 118, 119
BENEFITED LAND: Lots 116, 117, 118, 119

RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or erect or allow to be built or erected any front fence which is more than 1.2 metres high and which is not visually permeable.



Urban Development | Built Environments | Infrastructure
8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Digitally signed by: Mark Peter Grey, Licensed Surveyor,
Surveyor's Plan Version (9),
13/08/2020, SPEAR Ref: S138833T

ORIGINAL SHEET
SIZE: A3

Ref. 02143-S1
Ver. 9

SHEET 7

Digitally signed by:
Wyndham City Council,
14/09/2020,
SPEAR Ref: S138833T

PS826722E**CREATION OF RESTRICTION F**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 3

BENEFITED LAND: See Table 3

RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
2. Build or permit to be built a building that relies on the walls and floor slabs of adjacent buildings for support.

Expiry date: 17/01/2031

TABLE 3

| BURDENED LOT No. | SLHC TYPE | BENEFITING LOTS ON THIS PLAN |
|------------------|-----------|------------------------------|
| 101 | A | 102 |
| 102 | A | 101, 103 |
| 103 | A | 102, 104 |
| 104 | A | 103, 105 |
| 105 | A | 104, 106, 107 |
| 108 | A | 109 |
| 114 | A | 115, 116 |
| 115 | A | 114, 116 |
| 116 | A | 114, 115, 117 |
| 117 | A | 116, 118 |
| 118 | A | 117, 119 |
| 119 | A | 118, 120, 121 |
| 120 | A | 119, 121 |

TABLE 3 Continued

| BURDENED LOT No. | SLHC TYPE | BENEFITING LOTS ON THIS PLAN |
|------------------|-----------|------------------------------|
| 121 | A | 119, 120 |
| 139 | A | 136, 137, 138, 140 |
| 140 | A | 135, 136, 139, 141 |
| 142 | A | 133, 134, 141, 143 |
| 143 | A | 132, 133, 142, 144 |
| 147 | A | 128, 129, 146, 148 |
| 148 | A | 127, 128, 147, 149 |
| 149 | A | 126, 127, 148, 150 |
| 150 | A | 125, 126, 149, 151 |
| 151 | A | 124, 125, 150, 152 |
| 152 | A | 124, 151, 153 |
| 153 | A | 123, 124, 152, 154 |

CREATION OF RESTRICTION G

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 101, 102, 103, 104, 105

BENEFITED LAND: Lots 101, 102, 103, 104, 105

RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or erect or allow to be built or erected any dwelling unless the dwelling fronts Bursa Drive.

CREATION OF RESTRICTION H

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 116, 117, 118, 119

BENEFITED LAND: Lots 116, 117, 118, 119

RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or erect or allow to be built or erected any dwelling unless the dwelling fronts Dianchi Drive.



Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Digitally signed by: Mark Peter Grey, Licensed Surveyor,
Surveyor's Plan Version (9),
13/08/2020, SPEAR Ref: S138833T

ORIGINAL SHEET
SIZE: A3

Ref. 02143-S1
Ver. 9

SHEET 8

Digitally signed by:
Wyndham City Council,
14/09/2020,
SPEAR Ref: S138833T

Memorandum of common provisions **AA6433**

Section 91A Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

| | |
|----------------|--|
| Lodged by | |
| Name: | Thomson Geer |
| Phone: | (03) 8080 3746 |
| Address: | Level 39, 525 Collins Street, Melbourne VIC 3030 |
| Reference: | LAB:4307216 |
| Customer code: | 19065N |

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

Plan of Subdivision **PS826722E**

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his heirs, executors, administrators and transferees:

1. Shall not at any time on the said lot or any part or parts therefore build or cause to be built or allow to remain more than one dwelling, unless noted otherwise depicted on the relevant Plan of Subdivision.
2. Shall not at any time subdivide the said lot or any part of that lot.
3. Shall not at any time on the said lot or any part or parts therefore build or cause to be built or allow to remain a dwelling that does not have at least one habitable room window that addresses the primary street frontage. A habitable room is a living room or a bedroom.
4. Shall not at any time on the said lot or any part or parts therefore build or cause to be built or allow to remain a building that does not comply with the minimum street setback in accordance with Regulation 74 (Minimum street setbacks) in Part 5 of the Regulations, except as specified below:
 - A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the Building Envelope Plan and not more than 6.5m, unless noted otherwise depicted on the relevant Plan of Subdivision.
 - Balconies, verandas, open porches, covered walkways and porticos that are less than 4.5 metres high and eaves, fascias and gutters, may encroach not more than 2.5 metres into the minimum front setback and 1 metre into the setback on a side street or laneway for a building or garage. Facade treatments and / or covered balconies or verandas on the second storey of a building that are less than 6.6 metres high may encroach not more than 1 metre into the minimum front setback.
 - A garage on a lot where facing the front street must be set back at least 5.5 metres from the front boundary of the lot, unless noted otherwise depicted on the relevant Building Envelope Plan.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

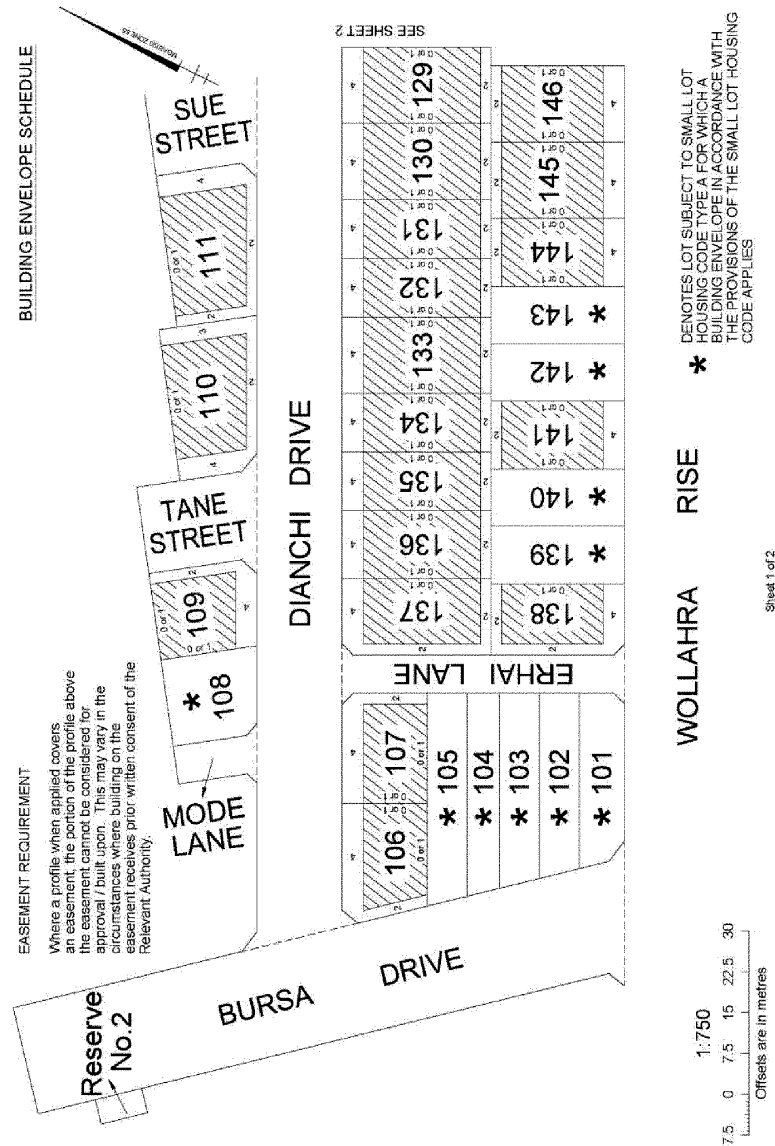
Memorandum of common provisions AA6433

Section 91A Transfer of Land Act 1958

5. Shall not at any time on the said lot or any part or parts therefore build or cause to be built or allow to remain a building that does not comply with the side and rear setbacks in accordance with Regulation 79 (Side and rear setbacks) in Part 5 of the Regulations, except as specified below:
 - Construct any building or garage on a side boundary of a lot unless the building or garage is set back a minimum of 1 metre from the other side boundary of that lot.
 - Outbuildings (other than a garage) not exceeding 10 square metres in area and 2.4 metres in height may encroach into the minimum side and rear setback specified.
6. Definitions
 - a. **Regulations** means *Building Regulations 2018 (SR NO 38 of 2018)*
 - b. **Building Envelope Plan** means the plan contained in this Memorandum of Common Provisions

Memorandum of common provisions AA6433
Section 91A Transfer of Land Act 1958

7. Diagrams and plans



20210004

FORM 2

 Regulation 37(1)
 Building Act 1993
 Building Regulations 2018

Building Permit No. 8381765999487
26/04/2021

Issued to

 Agent of Owner **Kincaid Constructions Pty Ltd**
 Postal Address **90 Herbert Street Northcote VIC**
 Email **permits@kincaid.com.au**
 Address for serving or giving of documents: **90 Herbert Street Northcote**
 Contact Person

 Postcode **3070**

 Postcode **3070**

 Telephone **9419 2075 |**
0413 716 290

Ownership Details

 Owner **Nikulgiri Thakorgiri Goswami**
 Postal Address **21 Blue Jay Crescent TARNEIT VIC**
 Email **goswami.nikul@yahoo.co.nz**
 Contact Person **Nikulgiri Thakorgiri Goswami**

 Postcode **3029**

 Telephone **0420779237**

Property Details

| | | | |
|--|----------------------------------|----------------------------|----------------------|
| Number 10 | Street/Road Dianchi Drive | Suburb WYNDHAM VALE | Postcode 3024 |
| Lot/s 135 | LP/PS PS826722 | Volume 12274 | Folio 382 |
| Crown allotment | Section No | Parish | County |
| Municipal District Wyndham City Council | | | |

Builder

 Name **Kincaid Constructions Pty Ltd, Kincaid Constructions Pty Ltd**
Kincaid Constructions Pty Ltd
CDB-U 59395

 Telephone **9419 2075 | 0413**
716 290

 Address **90 Herbert Street Northcote VIC**

 Postcode **3070**

 This builder is specified under section 24B 4 of the **Building Act 1993** for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders

 Name **Tommy Atanasovski**

 Telephone **03 9419 2075 |**
0413 716 290

 Postal address **90 Herbert Street NORTHCOTE VIC**

 Postcode **3070**

Building practitioner or architect engaged to prepare documents for this permit

| Name | Category/class | Registration Number |
|-------------------------------|------------------------------|---------------------|
| Kincaid Constructions Pty Ltd | Domestic Builder - Unlimited | CDB-U 59395 |
| Tsz Mok | Engineer - Civil | EC 33094 |

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **Assetinsure Pty Ltd**

Insurance policy number : **DBIVIC210411850**

Insurance policy date : **26/04/2021**

Details of Relevant Planning Permit

Planning Permit No:

Date of grant of Planning Permit:

Nature of Building Work

Description: **Construction of New Dwelling & Garage**

Storeys contains: **1**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019**

Stage of building work permitted:

Cost of Building Work: **\$252,500.00**

Total floor area of new building work in m²: **178**

Building classification

| Part of Building | BCA Classification |
|------------------|--------------------|
| Detached house | 1a(a) |
| Private garage | 10a |

Prescribed Reporting Authorities

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

| Reporting Authority | Matter Reported On Or Consented To | Regulation |
|----------------------|------------------------------------|------------|
| Wyndham City Council | LPOD | 133 |

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Foundation (pre slab)
2. Slab Steel Reinforcement (prior to pouring concrete)
3. Completion of Frame
4. Final

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 **26/04/2022**

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: **26/04/2023**

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.

Relevant Building SurveyorName: **Peter Koley**Company Name: **Synergy Building Surveying Pty Ltd**ABN: **19 981 348 466**Address: **PO Box 570 Heidelberg VIC 3084**Email: **info@synergybs.com.au**Building practitioner registration no.: **BS-L 46150**Permit no.: **8381765999487**Date of issue of permit: **26/04/2021****Notes**

- Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

Conditions of Approval

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. All building work constructed pursuant to this Building Permit shall be in accordance with the Building Act 1993, the Building Regulations 2018 and the Building Code of Australia and any applicable Australian Standards including all amendments.
2. Maximum inspections - This Building Permit only allows for a maximum amount of 6 mandatory inspections. Any additional inspections will be charged at a rate of \$170.00 each.
3. Inspection booking - ALL INSPECTIONS MUST BE BOOKED WITH THIS OFFICE 24HRS IN ADVANCE. PLEASE BE AWARE THAT NO SAME DAY INSPECTIONS WILL BE PERMITTED. CANCELLATIONS MADE ON THE THE BOOKED DAY WILL INCUR A \$170.00 FEE
4. Fees for assessing any request for variations to the approved permit documents will be a minimum of \$220 + Extra fee based on additional time/inspections (Included in this fee is serve a copy of the varied documents, once approved, on Council for their records).
5. Owner and the builder must adhere to any restrictive covenants and 173 agreements stated on title.
6. This permit does not allow the removal of any vegetation from the allotment. Be aware that the removal or works that affect native vegetation may require a planning approval prior to works commencing
7. The relevant building surveyor may cause building work for which a permit has been issued to be inspected at any time whether or not a mandatory notification stage has been completed
8. The relevant building surveyor or appointed building inspector may cause any building work to be demolished, opened, cut into or tested if this is reasonably required to facilitate the carrying out of an inspection for the purposes of this Act or the regulations
9. The relevant building surveyor may cause building work for which a permit has been issued to be inspected at any time whether or not a mandatory notification stage has been completed
10. The owner and/or builder shall be responsible for defining the boundaries of the allotment by survey, location of title pegs, or other means acceptable to the Relevant Building Surveyor. The builder in charge of carrying out of the building works must ensure that the building work does not encroach over the title boundaries of the subject allotment
11. Copies of permit plans and specifications to be kept on site - Under Regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress.
12. Building Site Signs - Required by Regulation 41 a sign detailing the building practitioner's registration numbers and contact details of both builder and building surveyor, the building permit number and the date of issue of the building permit must be displayed on site

13. Notification of change in details - Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work.
14. Surface drainage - The ground on the high side of the proposed building is to be graded and drained to divert surface water clear of the proposed building in accordance with Part 3.1.2 of the BCA
15. Timber Durability - All exposed timber in the construction of the verandah / deck shall have a minimum natural durability Class 2 or better or be preservative treated to a minimum hazard level of H3 where used above ground or H5 where used in ground.
16. Smoke alarms must be located as per 3.7.2.3 of BCA Vol. 2 - 2019 and be compliant with AS3786, be hard wired to mains power and be inter-connected where there is more than 1 alarm
17. Steps/Stairs/Handrails/Balustrades to comply with 3.9 of the NCC Vol 2 2019.
18. Surface drainage - The ground on the high side of the proposed building is to be graded and drained to divert surface water clear of the proposed building in accordance with Part 3.1.2 of the BCA.
19. Extensions of time for domestic building permits may be granted subject to the following: A written application to the Relevant Building Surveyor stating the reasons for the claim, and a description of the extent and value of the works to be completed. Payment of the applicable fees.
20. It is strongly recommended that prior to undertaking any excavation works, a check be carried out for the existence of underground services. For Australia-wide information from communications, gas, water and electricity suppliers on the location of underground cables and pipes, 'Dial 1100 - Before You Dig'.
21. It is the Owner/s and Builder responsibility to ensure compliance with any Local Council By-Laws and or regulations.
22. This Building Permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act 1995 and /or any other contractual agreement between the owner(s) and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work.
23. No building work is to be carried out or equipment is to be used on, over, under, or in the air space of the adjoining property unless Reg. 111 to 115, protection of the adjoining property, is agreed and is in place.
24. No building work is to be carried out or equipment is to be used on, over, under, or in the air space of the adjoining public land without precautions for protection of the public to be taken pursuant to Reg.116 and report and consent of the relevant council to be obtained if erection of precautions over the street alignment are needed, unless a local law requires the taking of precautions and the precautions comply with the local law.
25. Note: Section 148 of the Water Act 1989 prohibits a person from building a structure or placing any filling within 5 m laterally of any works of the Melbourne Water Corporation or within 1 m laterally of any works of any other water supply authority without the consent of the Melbourne Water Corporation or other water supply authority.
26. Note: The owner's attention is drawn to the document published by the CSIRO - 'Foundation Maintenance and Footing Performance: A Home Owner's Guide - Building Technology File 18' and the requirements of AS 2870, both of which indicate the owner's responsibilities with regard to the regular maintenance of the building, site drainage, plumbing leaks, excessive or irregular watering of gardens adjacent to the building, and tree root growth. This document can be purchased from the CSIRO. www.publish.csiro.au.

Required Certificates

1. Plumbing Compliance Certificate
2. Electrical Safety Certificates
3. Certification of insulation installed in accordance with the Energy Rating Report.
4. Certificate of installation of glazing as per AS1288
5. Certification of installation of a suitable termite barrier in accordance with AS3660.1. A durable notice must be permanently fixed to the building in a prominent location, such as the meter box or the like.



Synergy Building Surveying Pty Ltd
PO Box 570 Heidelberg VIC 3084
03 9228 0318 / 0403 536 570
info@synergybs.com.au
www.synergybs.com.au
ABN 19 981 348 466

20210004

Form 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

| | | | |
|---|---------------------------|---------------------|---------------|
| Number 10 | Street/Road Dianchi Drive | Suburb WYNDHAM VALE | Postcode 3024 |
| Lot/s 135 | LP/PS PS826722 | Volume 12274 | Folio 382 |
| Crown allotment | Section No | Parish | County |
| Municipal District Wyndham City Council | | | |

Building permit details

Building permit number: 8381765999487
Version of BCA applicable to building permit: 2019

Nature of Building Work

Description: Construction of New Dwelling & Garage

Building Details

Part of building to which permit applies: Detached house

Permitted use: Domestic

BCA Class of building: 1a(a)

Maximum permissible floor live load: 1.5 KPA

Maximum number of people to be accommodated: N/A

Part of building to which permit applies: Private garage

Permitted use: Garage

BCA Class of building: 10a

Maximum permissible floor live load: 2.5 KPA

Maximum number of people to be accommodated: N/A

| | | | |
|-------------------|-----|---|-----|
| Storeys contained | N/A | Rise in storeys (for Class 2-9 buildings) | N/A |
|-------------------|-----|---|-----|

| | | | |
|------------------|-----|----------------------|-----|
| Effective height | N/A | Type of construction | N/A |
|------------------|-----|----------------------|-----|

Suitability for occupation

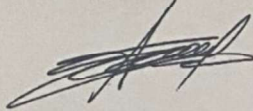
At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Inspection approval dates for mandatory inspections that have been carried out are as follows:

| Inspection Type | Approved Date |
|--|---------------|
| Foundation (pre slab) | 16/06/2021 |
| Slab Steel Reinforcement (prior to pouring concrete) | 17/06/2021 |
| Completion of Frame | 17/09/2021 |

8381765999487

26/04/2021

Relevant Building Surveyor**Name: Peter Kolev****Address: PO Box 570 Heidelberg VIC 3084****Email: info@synergybs.com.au****Building practitioner registration no.: BS-L 46150****Company Name: Synergy Building Surveying Pty Ltd****ABN: 19 981 348 466****Municipal district: Wyndham City Council****Occupancy Permit no.: 8381765999487****Date of issue of permit: 15/03/2022**

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC210411850

Date of Issue: 26 April 2021

Kincaid Constructions Pty Ltd
90 Herbert
Northcote, VIC, 3070

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under Section 135 of the Building Act 1993 namely Home Owners Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

| | |
|---|-------------------------------|
| Building Company Name: | Kincaid Constructions Pty Ltd |
| ABN/ACN: | 44 150 176 819/150 176 819 |
| VBA Company Registration Number: | CDB-U 59395 |
| Practitioner Name: | Kristofor Burt (DB-U 67522) |

DETAILS OF WORKS

| | |
|--------------------------------------|---|
| Building Owner (The Insured): | Nikulgiri Thakorgiri Goswami |
| Site Address: | Lot 135 No 10 Dianchi Drive, Wyndham Vale, 3024, Victoria |
| Description of Works: | New Residential Build |
| Fixed Price Contract Dated: | 05 June 2019 |
| Declared Contract Price: | \$252,500.00 |
| Estimated Start Date: | 10 May 2021 |
| Estimated Completion Date: | 10 May 2022 |
| Building Surveyor: | Synergy Building Surveying |

Subject to the Building Act, the Ministerial Order, and the terms and 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.

Signed for and on behalf of the Insurer:

Martin McConnell

Martin McConnell
Chief Executive Officer, Assetinsure Pty Ltd

NOTE: ALL CLAIMS MADE IN REGARD TO THIS POLICY MUST BE DECLARED TO SUBSEQUENT PURCHASERS OF THIS PROPERTY. PLEASE ATTACH DETAILS OF CLAIMS TO YOUR SECTION 32 CONTRACT OF SALE DOCUMENT.



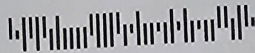
Rates Correspondence
Wyndham City
PO Box 197
Werribee Victoria 3030
www.wyndham.vic.gov.au
mail@wyndham.vic.gov.au
ABN: 38 393 903 860

General Enquiries
1300 023 411
Customer Service Centres
Civic Centre Mon - Fri 8.30am - 5pm
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Notice of Rates & Charges 2024 - 2025

1 July 2024 - 30 June 2025

| | |
|----------------------------------|--------------------------|
| Assessment Number 254452 | Due Date 30/09/2024 |
| Bank Reference Number 2361924 | Issue Date 01/08/2024 |
| 254452 | |



024-3030 (50943)
P

R P Deagan & G Deagan
3 Cressy Street
WERRIBEE VIC 3030

You are entitled to 3 Hard & Green
Waste Collections this financial year.
Bookings Required via www.wyndham.vic.gov.au

Waste Disposal Voucher
Valid to 30 September 2025
Wyndham Refuse Disposal Facility
470 Wests Road, Werribee
Valid for 1 Domestic Load
Maximum one car/ute/van &
single axle heaped trailer
Not valid for commercial waste

PROPERTY LOCATION AND DESCRIPTION
V 12274 F 382 L 135 PS 826722 Werribee Parish
10 Dianchi Drive WYNDHAM VALE VIC 3024
110 - Detached Home
Property Owner: R P Deagan, G Deagan

| LEVEL OF VALUATION | DATE DECLARED | SITE VALUE | CAPITAL IMPROVED VALUE | NET ANNUAL VALUE | WARD | ARREARS OUTSTANDING |
|--|---------------|------------|------------------------|------------------|------------|------------------------------|
| 01/01/2024 | 01/07/2024 | \$260,000 | \$480,000 | \$24,000 | Quandong | |
| Developed Land (0.002197 x CIV) | | | | | \$1,054.56 | 1st Instalment 30/09/2024 |
| Municipal Charge | | | | | \$68.28 | |
| Waste Management Charge | | | | | \$392.40 | \$423.00 |
| Fire Service Property Levy - Collected on behalf of the State Government | | | | | \$132.00 | 2nd Instalment 30/11/2024 |
| Fire Service Levy Residential Fixed | | | | | \$41.76 | |
| Fire Service Levy Residential Variable (0.000087 x CIV) | | | | | \$1,689.00 | \$422.00 |
| TOTAL AMOUNT | | | | | | 3rd Instalment 28/02/2025 |
| | | | | | | \$422.00 |
| | | | | | | 4th Instalment 31/05/2025 |
| | | | | | | \$422.00 |

PAID
30/9/24

Rates for 2024/2025 are based on the valuation of the property as at 1 January 2024. Refer to the back of this notice for further information.

Having difficulties paying? Call 1300 023 411 to discuss Payment Plan options

Assessment No. 254452

Name R P Deagan & G Deagan

Address 10 Dianchi Drive
WYNDHAM VALE VIC 3024



Payments received after 22/07/2024 will not be shown on this notice.

254452



423.00



To pay visit: www.wyndham.vic.gov.au or turn over the page for more options

| | | | | | |
|--------|--------------|------|----------------|-------------------|------|
| Online | Direct Debit | Bpay | Australia Post | Payment in Person | Mail |
| | | | | | |
| | | | | | |

1st Instalment by
30/09/2024
\$423.00



*396 2361924

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
Please note as of 1st July 2024, an admin fee of \$18.80 will apply per notice for any requests for copies of notices.



Have your next rate notice delivered to your email.

Sign up for EzyBill at
<https://wyndham.ezybill.com.au>
or scan the QR code.



EZYBILL

From www.planning.vic.gov.au at 17 June 2025 02:14 PM

PROPERTY DETAILS

Address: **10 DIANCHI DRIVE WYNDHAM VALE 3024**

Lot and Plan Number: **Lot 135 PS826722**

Standard Parcel Identifier (SPI): **135\PS826722**

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

Council Property Number: **254452**

Planning Scheme: **Wyndham**

Directory Reference: **Melway 204 K1**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **WERRIBEE**

OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[View location in VicPlan](#)

Note

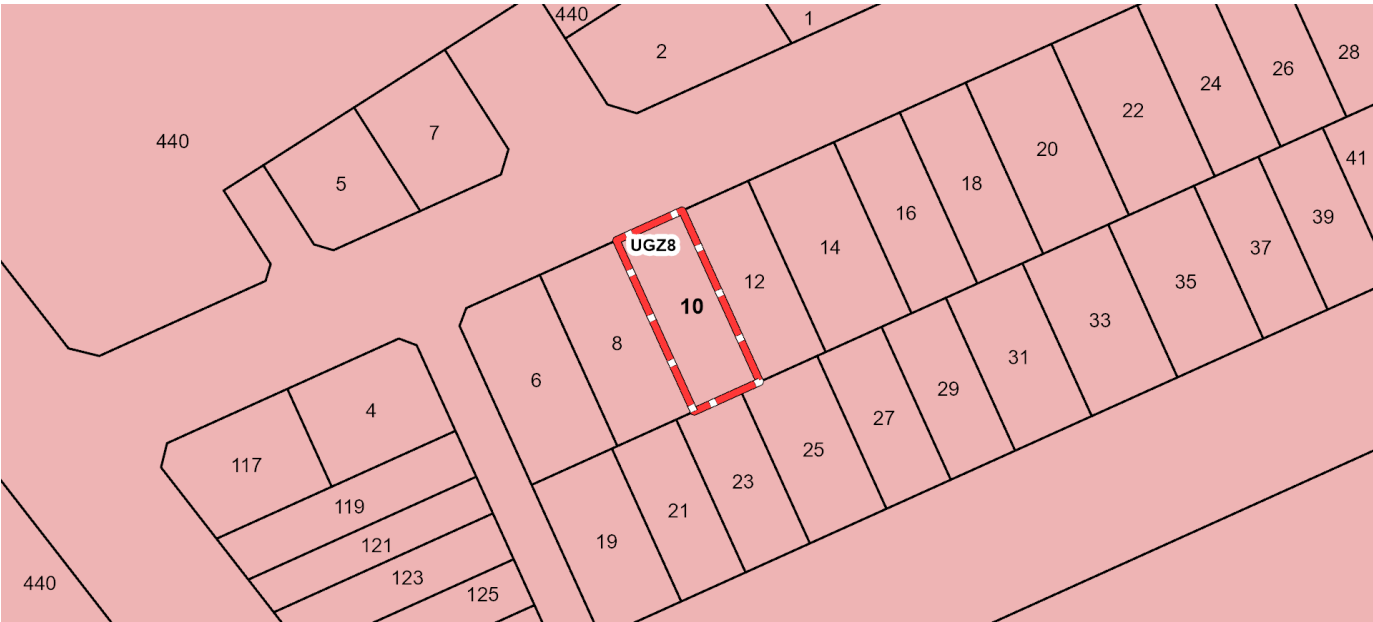
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 8 \(UGZ8\)](#)



UGZ - Urban Growth

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

Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11\(DCPO11\)](#)



Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](#)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on .

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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