

# Contract of Sale

**Property: 22 Narung Way, Wyndham Vale VIC**

**Uyen Phuong Le As Administrator Of The Estate Of Glenn Stanley Williamson  
(Vendor)**



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Ref: JB:2025/540

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### **Cooling-off period** (Section 31 of the *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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

### **Off-the-plan sales** (Section 9AA(1A) of the *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

## CONTRACT OF SALE OF REAL ESTATE— PARTICULARS OF SALE

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

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 (which are in standard form – see general condition 6.1)  
in that order of priority.

### SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” or “vendor statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing:

- \* under power of attorney; or
- \* as director of a corporation; or
- \* executor or administrator; or,
- \* as agent authorised in writing by one of the parties –  
must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2025

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2025

**Print names(s) of person(s) signing:** **Uyen Phuong Le as Administrator of the Estate of Glenn Stanley  
Williamson**

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: Everywhere Real Estate  
Address: 111 Overton Road, Williams Landing VIC 3027  
Email: archi@everywherere.com.au  
Tel: 03 9526 8103 Mob: 0424786708 Fax: Ref: Archi Altun

## Vendor

Name: Uyen Phuong Le as Administrator of the Estate of Glenn Stanley Williamson  
Address: C / - Level 11, 456 Lonsdale Street, Melbourne VIC 3000  
ABN/ACN:  
Email: C/ - jackson@barrettcolegal.com.au

## Vendor's legal practitioner or conveyancer

Name: Barrett + Co Legal  
Address: Level 11, 456 Lonsdale Street, Melbourne VIC 3000  
Email: jackson@barrettcolegal.com.au  
Tel: 03 8609 5643 Mob: Fax: Ref: 2025/540

## Purchaser's estate agent

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11106 Folio 062	403	PS 510502G

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 22 Narung Way, Wyndham Vale VIC 3024

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

All fixed floor coverings, window furnishings and light fittings.

**Payment**

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 14th day 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 box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than ..... 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

**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 the last page; and*
- *attach additional pages if there is not enough space.*

## Special Conditions

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

<b>Australian Consumer Law</b>	means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth) and any equivalent state or territory legislation.
<b>Authority</b>	means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law.
<b>Building Act</b>	means the <i>Building Act 1993</i> (Vic).
<b>Building Law</b>	means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements.
<b>Building Regulations</b>	means the <i>Building Regulations 1994</i> (Vic).
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in Melbourne.
<b>Claim</b>	includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so.
<b>Contract</b>	means this contract of sale of real estate and includes any annexures and schedules.



<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Day of Sale</b>	means the date on which this Contract is signed by both the Vendor and the Purchaser.
<b>Deposit Interest</b>	means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges.
<b>Due Date</b>	means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.
<b>FIRB</b>	means the Foreign Investment Review Board.
<b>Guarantee and Indemnity</b>	means a guarantee and indemnity in the form contained in Schedule 1.
<b>General Conditions</b>	means the general conditions annexed to this Contract.
<b>Law</b>	includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future).
<b>Object</b>	means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.
<b>Particulars of Sale</b>	means the particulars of sale attached to and forming part of this Contract.
<b>Sale of Land Act</b>	means the <i>Sale of Land Act 1962</i> (Vic).
<b>Services</b>	means all water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities.

<b>Settlement</b>	means the date on which this Contract is actually completed by the parties.
<b>Settlement Date</b>	means the date when Settlement occurs.
<b>Vendor's Statement</b>	means a statement made by the Vendor under section 32 of the Sale of Land Act, a copy of which is contained in Annexure B.

## 1.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) person includes a natural person, corporation, body corporate, unincorporated association, firm or an Authority or body (whether it be any government, semi- government, municipal, statutory or other Authority or body);
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- (i) a reference to include or including means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it;
- (k) any reference to time in this Contract is a reference to time in Melbourne; and
- (l) no rule of construction applies to the disadvantage of a party

because that party was responsible for the preparation of this Contract.

### 1.3 **Special Conditions prevail**

If there is any inconsistency between the General Conditions and these Special Conditions, then these Special Conditions will prevail to the extent of the inconsistency.

## 2. **Variations to General Conditions**

### 2.1 **Exclusions**

General Conditions 3, 9 to 13 (inclusive), 14.1, 15, 16, 17.2, 23.2(b), 30 and 31.4 to 31.6 (inclusive) are excluded from this Contract.

### 2.2 **Variations**

- (a) For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 (Vic) applies.
- (b) General Condition 32 is amended by adding the following new paragraph at the end of the Condition:

*'The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':*

- (i) *expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
- (ii) *the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850.00 plus GST for each notice;*
- (iii) *any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and*
- (iv) *penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."*

## 3. **Acknowledgements**

### 3.1 **Disclosure**

The Purchaser acknowledges receiving the Vendor's Statement before the Purchaser signed this Contract or any other documents relating to the sale of the Property.

### 3.2 **Estate Agents Act 1980 (Vic)**

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendor's Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Property.

### 3.3 **Auction sale**

If the Land is offered for sale by public auction, it will be subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land (Public Auction) Regulations 2014* (Vic) (a copy of which is annexed in Annexure A) or any rules prescribed by regulation which modify or replace those Rules.

## 4. **Identity of Land**

### 4.1 **Purchaser's admissions**

Without limiting the generality of General Condition 7, the Purchaser admits, agrees and accepts that:

- (a) any boundary fence or wall is correctly located on the title boundary of the Land;
- (b) any 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; and
- (c) all structures or improvements on the Land are contained wholly within the title boundaries, and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

### 4.2 **No Claims**

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title), in respect of any matters referred to in Special Condition 4.1.

## 5. **Condition of Property**

### 5.1 **Purchaser's inspection**

The Purchaser acknowledges and agrees that:

- (a) the Purchaser has purchased the Property and the Goods solely

as a result of the Purchaser's own enquiries and inspection;

- (b) the Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Property and the Goods and the purposes for which the Property may be lawfully used and any restrictions or prohibitions relating to its development;
- (c) the Property and the Goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their existing repair and condition as at the Day of Sale; and
- (d) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Property or the Goods.

## 5.2 Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to, or require compliance with, any Building Laws. Any failure to comply with any Building Laws will not, and will not be deemed to, constitute a defect in the Vendor's title.

## 5.3 Planning

The Purchaser buys the Property subject to:

- (a) any Laws affecting the Property;
- (b) any restriction or condition affecting or imposed on the Property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement); and
- (c) the applicable planning scheme and any other relevant planning controls.

## 5.4 No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this Special Condition 5.

## 6. Services

The Purchaser acknowledges that the Property is sold subject to the Services. To the extent permitted by law and without limiting General Condition 8, the Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to:

- (a) the nature, location, availability or non-availability of any Services;
- (b) any defects in any Services;

- (c) there being or not being an easement or other right in respect of any Services;
- (d) any Service being a joint service with any other land or building;
- (e) any Service for any other land or building passing through or over the Property;
- (f) any Service installed in, on or under the Property not having been approved by an Authority; or
- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

## 7. Goods

### 7.1 Ownership

The property in the Goods will not pass to the Purchaser until payment in full of the Price.

### 7.2 No warranty

The Vendor makes no representation or warranty as to the state of repair or condition or suitability of the Goods nor any compliance or non-compliance of the Goods with any Law.

## 8. Deposit

- (a) If the Purchaser fails to any instalment of the Deposit in accordance with this Contract, the Vendor may treat such failure as a breach of an essential term of this Contract and elect to terminate this Contract immediately by giving a written notice to the Purchaser.
- (b) If the Vendor terminates this Contract under Special Condition 8.3(a), then the following provisions will apply:
  - (i) each party will be released from having to perform their respective obligations under this Contract as from the termination date except to the extent that a particular obligation is expressed to survive the termination of this Contract or is otherwise capable of surviving such termination;
  - (ii) the Vendor will be entitled to forfeit the portion of the Deposit paid by the Purchaser as at the termination date, and retain any Deposit Interest absolutely; and
  - (iii) each party's accrued rights for any breaches of this Contract by the other party before the relevant termination date will be preserved.

## 9. Default interest and costs

### 9.1 Default interest

For the purposes of General Conditions 34 and 35, the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.

### 9.2 Payments on default

Without limiting General Condition 34, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
  - (i) legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving the notice and any advice;
  - (ii) all additional costs incurred by the Vendor (including bridging finance, relocation costs, interest, discount on bills and borrowing expenses); and
  - (iii) the payment of interest in accordance with this Contract.

## 10. Transfer and settlement

### 10.1 Settlement

Completion of this Contract must take place before 4:00 pm on the Settlement Date. If completion takes place after 4:00 pm on the Settlement Date, the Purchaser will be deemed to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with this Contract.

### 10.2 Settlement extension

Should the Purchaser request an extension of the Settlement Date or settlement is re-booked by the Purchaser, the Purchaser agrees to pay the Vendor's legal fees of \$500.00 plus GST per extension request/settlement re-booking which must be paid on Settlement.

## 11. Outgoings

### 11.1 Statement of adjustments

The Purchaser must prepare and deliver to the Vendor's Legal Practitioner a statement of adjustments, together with supporting certificates not less than 5 Business Days prior to the Settlement Date.

### 11.2 General Condition 23

- (a) Where outgoings adjustable under General Condition 23 are calculated on an area greater than the Land, the Purchaser must pay the proportion which the area of the Land bears to the total area of land to which the outgoings relate.
- (b) Any proportion of outgoings payable for the Land will be adjusted between the Vendor and the Purchaser on the basis that they have been or will be paid by the Vendor. Despite this, the Vendor is only obliged to pay all outgoings when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.

## 12. Guarantee and Indemnity

If the Nominee is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange) the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination, a Guarantee and Indemnity:

- (a) duly completed and executed by every director of the Nominee; or
- (b) if the Nominee is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

## 13. Stamp duty

### 13.1 Stamp duty

The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office.

### 13.2 Multiple Purchasers

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land (**Proportions**).



- (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.
- (c) The Purchasers must indemnify the Vendor, the Vendor's Estate Agent and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

### **13.3 Non merger**

This Special Condition 13 will not merge on the transfer of the Land but will continue to have full force and effect.

## **14. Corporate Purchaser**

### **14.1 Delivery of Guarantee and Indemnity**

If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

- (a) duly completed and executed by every director of the Purchaser; or
- (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

### **14.2 Consequences of Non-Compliance**

If the Purchaser does not comply with Special Condition 14.1 then the Vendor may immediately rescind this Contract by notice in writing to the Purchaser and retain the Deposit.

## **15. FIRB**

### **15.1 Warranty**

- (a) The purchaser warrants and declares that consent or approval for the purchaser to undertake this transaction under the Foreign Acquisitions and Takeovers Act 1975 (Cth) and the regulations is not required.
- (b) If the warranty in sub - paragraph (a) of this clause is breached by the purchaser whether intentionally or unintentionally, the purchaser must indemnify and compensate the vendor for any loss, damage, expense, penalty, fine and legal costs (on an indemnity basis), which is or may be incurred by the vendor by reason of or in consequence thereof.

### **15.2 Non merger**

This Special Condition 17 will not merge on the transfer of the Property but will continue to have full force and effect.

## **16. Swimming pools and smoke alarms**

### **16.1 Swimming pool compliance**

If an unfenced swimming pool, spa or other body of water is located on the Land and is required by Law to be fenced or otherwise protected, the Purchaser must, at its expense, comply with the provisions of the Building Act and the Building Regulations and in particular Regulation 5.13 requiring the provision of barriers to restrict the access by young children to the body of water.

### **16.2 Smoke alarms**

The Vendor discloses and the Purchaser acknowledges that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations within 30 days after the completion of any contract of sale.

## **17. No liability for breach of warranty**

The vendor is not liable for and the purchaser may not make any claim, bring any action or take any proceeding against the vendor for the breach of any one or more of the warranties in section 137C (1) of the Building Act 1993 or the warranties in General Condition 6.6 in this contract.

## **18. Insolvency**

### **18.1 Insolvency event**

"Insolvency Event with respect to a party means any one or more of the following:

- i. the party's interest in or under this contract or in the subject matter of this Contract becomes attached or taken in execution or under any legal process;
- ii. a mortgagee or charge takes any step towards taking possession or takes possession of any assets of the party or exercises a power of sale;
- iii. a distress, attachment or other execution is levied or enforced against the party in excess of \$10,000;
- iv. the party has a judgment or order given against it in an amount exceeding \$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given;

- v. the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- vi. a resolution is passed by the party to appoint an administrator, or an administrator of the party is appointed;
- vii. an order is made that the party be wound-up;
- viii. an order is made appointing a liquidator or a provisional liquidator of the party;
- ix. the party resolves to wind itself up or otherwise dissolve itself, or gives notice of its intention to do so, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party, or is otherwise wound up or dissolved;
- x. the party is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- xi. a receiver, receiver and manager, administrator, controller or similar officer of any of the assets or the whole or any part of the undertaking of the party is appointed;
- xii. the party is or makes a statement from which it may be reasonably deduced by the other party that the party is the subject of an event described in section 459C(2) of the Corporations Act 2001;
- xiii. the party, being an individual, commits an act of bankruptcy or becomes insolvent.

## 18.2 **Deemed default**

if the purchaser becomes subject to an Insolvency Event the vendor may treat the occurrence of that event as a fundamental breach of this contract and may end this contract at any time thereafter by notice to the purchaser.

## 19. **General**

### 19.1 **Entire agreement**

To the extent permitted by Law, and subject to the Purchaser's rights under the Australian Consumer Law, this Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

### 19.2 **No reliance**

The Purchaser expressly acknowledges and agrees that the Purchaser shall not be entitled to rely on any representation made by the Vendor or any person on behalf of the Vendor. Unless provided otherwise, the

warranties provided under this Contract shall end at Settlement.

### 19.3 **Applicable law**

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and to appeal courts from them.

### 19.4 **Capacity**

The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
- (d) this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

### 19.5 **Waiver**

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

### 19.6 **Severance**

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract or read down to the extent necessary to overcome the difficulty.

### 19.7 **Co-operation**

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Contract.

## **19.8 Continuing obligations**

The provisions of this Contract capable of having effect after Settlement do not merge on transfer of the Property and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

## **19.9 Indemnities**

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

## **19.10 Amendment**

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

## **19.11 Notices**

- (a) All communications between the parties about this Contract must be delivered by hand or sent by post or facsimile or electronic mail to the address of the addressee as set out in this Contract or to the other address as the addressee may from time to time have notified for the purposes of this Special Condition.
- (b) For the purpose of this Special Condition 21.11 and General Condition 27, a demand, notice or document will be considered received:
  - (i) if delivered, on delivery;
  - (ii) if sent by pre-paid post, three Business Days after posting (if posted within Australia to an address in Australia) or seven Business Days after posting (if posted to or from a place outside Australia); and
  - (iii) sent by fax, when the transmitting machine produces a written report that the notice has been sent in full.
- (c) If a notice is delivered or received by fax or electronic mail on a day that is not a Business Day or after 5:00 pm on a Business Day, the notice will be considered delivered or received on the next Business Day.
- (d)

## **19.12 Counterparts**

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

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

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

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

## **8. SERVICES**

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

## **11. RELEASE OF SECURITY INTEREST**

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.



- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.
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## 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) p t allows for any chargeback or funds reversal other than for fraud or mistaken payment, and  
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y (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees  
m 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  
m 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  
y with the relevant transaction number or reference details.  
14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body  
t 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  
e equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be  
b satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date  
y for settlement.  
15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer  
e 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  
t 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  
r conveyancer on the first to occur of:  
, (a) settlement;  
e (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;  
b (c) the date on which this contract ends in accordance with general condition 35.2 [default not  
i remedied] following breach by the purchaser; and  
c (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  
d repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of  
o 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  
y 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:  
n (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a  
a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing,  
n and  
c (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  
r conveyancer on the first to occur of:  
n (a) settlement;  
f (b) the date that is 45 days before the bank guarantee expires;  
e (c) the date on which this contract ends in accordance with general condition 35.2 [default not  
r remedied] following breach by the purchaser; and  
s (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  
e 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  
h contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the  
a obligations of the purchaser under general condition 16.4 to the extent of the payment. Nothing in this

der this contract or repudiates this contract except as provided in general condition 16.6.

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

#### 17. SETTLEMENT

17.1 At settlement:

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

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

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

#### 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –  
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient

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r must before settlement:

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

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

#### 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, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **20. LOAN**

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

## **21. BUILDING REPORT**

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

## **22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,  
in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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



otherwise;

- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each
- (d) amendment or renewal as evidence of the status of the policies from time to time;
- (e) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (f) 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;
- (g) 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;
- (h) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (i) the purchaser must observe all obligations that affect owners or occupiers of land;
- (j) 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.

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# **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

TO:

The vendor specified in the Contract of Sale

Re – Sale of the property specified in the Particulars of Sale

We,

GUARANTOR	ADDRESS
Name:	
Name:	

("the Guarantors")

IN CONSIDERATION of the within named vendor described in the within Contract of Sale entering into the contract with the company for the price and upon the terms and conditions therein set forth DO HEREBY for ourselves, our respective executors and administrators jointly and severally covenant with the said vendors that if at any time default shall be made in the payment of the deposit or residue of the purchase money or interest or other moneys payable by the purchaser to the vendor under the within contract of sale or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss 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 any default as aforesaid on the part of the purchaser. This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within contract or the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us or our legal personal representatives.

IN WITNESS WHEREOF we have set our hands and seals the                      day of                      2023

**SIGNED SEALED AND DELIVERED** by                      )  
the said                      )  
in the presence of :                      )                      x \_\_\_\_\_

x \_\_\_\_\_  
Witness

**SIGNED SEALED AND DELIVERED** by                      )  
the said                      )  
in the presence of :                      )                      x \_\_\_\_\_

x \_\_\_\_\_  
Witness

**SCHEDULE 1**

Regulations 5, 6 & 7

**RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

- \*1 No bids may be made on behalf of the vendor of the land.
- OR
- \*1 The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- [\*One of these alternatives must be deleted]*
- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or the successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8 If the reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## **SALE OF LAND REGULATIONS 2005**

### **SCHEDULE 5**

### **INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

#### **Meaning of Vendor**

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors they are selling the property as co-owners.

#### **Bidding by Co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

#### **Vendor Bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

- The auctioneer declares before bidding starts that he or she can make bids on behalf of the vendor, and states how these bids will be made, and;
- The auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say “vendor bid” in making the bid.

#### **What rules and conditions apply to the auction?**

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply to the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

#### **Copies of the rules**

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

#### **Questions**

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

#### **Forbidden activities at auctions**

The law forbids-

- Any person bidding for the vendor other than-
  - The auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners) or
  - A representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- The auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- The auctioneer acknowledging a bid if no bid was made.
- Any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made a bid.
- An intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

#### **Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made the bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

#### **It is an offence to disrupt an auction**

The law forbids an intending bidder or person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

#### **The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction there is no cooling off period.

#### **What law applies?**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following website: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "Law Today".

## **ANNEXURE A**

### **Vendor GST Withholding Notice**

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

To:

From: Uyen Phuong Le as Administrator of the Estate of Glenn Stanley Williamson,  
22 Narung Way, Wyndham Vale VIC 3024

Property Address: 22 Narung Way, Wyndham Vale VIC 3024

Lot: 403 Plan of subdivision: 510502G

The Purchaser 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

Dated: 5 November 2025

Signed for an on behalf of the Vendor: *Barrett + Co Legal*



# 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.

<b>Land</b>		22 NARUNG WAY, WYNDHAM VALE VIC 3024	
Vendor's name	Uyen Phuong Le as Administrator of the Estate of Glenn Stanley Williamson	Date	/ /
Vendor's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

## 1. FINANCIAL MATTERS

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

(a) ☒ Are contained in the attached certificate/s.

### 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):

Not Applicable

## 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 checked="" 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 1000m<sup>2</sup>; (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

13.1 Register Search Statement

13.2 Copy of Plan

- 13.3 Planning Certificate
- 13.4 Land Information Certificate
- 13.5 Water Information Statement
- 13.6 SRO Property Clearance Certificate (Land Tax)
- 13.7 Building Approval (1)
- 13.8 EPA/Lotsearch certificate
- 13.9 VicRoads Certificate

*(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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 11106 FOLIO 062

Security no : 124129617326F  
Produced 05/11/2025 12:09 PM

### LAND DESCRIPTION

Lot 403 on Plan of Subdivision 510502G.  
PARENT TITLE Volume 11034 Folio 095  
Created by instrument PS510502G Stage 4 02/12/2008

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
UYEN THI PHUONG LE of 22 NARUNG WAY WYNDHAM VALE VIC 3024 Administrator(s)  
of GLENN STANLEY WILLIAMSON deceased  
AZ660297A 03/10/2025

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ589008K 28/12/2017  
COMMONWEALTH BANK OF AUSTRALIA

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 PS510502G FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER	NOMINATION OF ECT TO LC	STATUS	DATE
AZ659750P (E)	NOMINATION OF ECT TO LC	Completed	03/10/2025
AZ660297A (E)	TRANSMISSION APPLICATION	Registered	03/10/2025

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

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

Street Address: 22 NARUNG WAY WYNDHAM VALE VIC 3024

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 03/10/2025

DOCUMENT END



# Imaged Document Cover Sheet

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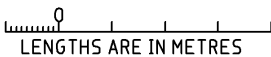

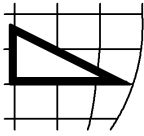
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Document Identification	<b>PS510502G</b>
Number of Pages (excluding this cover sheet)	<b>71</b>
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1	2	3	4	5	6
PLAN OF SUBDIVISION				Stage No.	Plan Number <b>PS 510502G</b>
Easement Information					
Legend:    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-8	WATER SUPPLY DRAINAGE	SEE DIAG.	THIS PLAN PS 510502G	CITY WEST WATER WYNDHAM CITY COUNCIL AND LAND IN PS 510502G	
E-9	AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AAI107	SEE DIAG.	THIS PLAN	MELBOURNE WATER CORPORATION	
E-10	AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AAI107	SEE DIAG.	THIS PLAN	MELBOURNE WATER CORPORATION	
E-11	SEWERAGE  AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AAI107	SEE DIAG.	THIS PLAN	CITY WEST WATER AND LAND IN PS 510502G MELBOURNE WATER CORPORATION	
E-12	DRAINAGE  AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AAI107	SEE DIAG.	THIS PLAN	PS 510502G WYNDHAM CITY COUNCIL AND LAND IN PS 510502G MELBOURNE WATER CORPORATION	
E-13	SEWERAGE  AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AAI107	SEE DIAG.	THIS PLAN	PS 510502G WYNDHAM CITY COUNCIL AND LAND IN PS 510502G CITY WEST WATER AND LAND IN PS 510502G MELBOURNE WATER CORPORATION	
E-14	WATER SUPPLY DRAINAGE  AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AAI107	SEE DIAG.	THIS PLAN	CITY WEST WATER WYNDHAM CITY COUNCIL AND LAND IN PS 510502G MELBOURNE WATER CORPORATION	
	WATER SUPPLY		THIS PLAN	CITY WEST WATER	
ORIGINAL SCALE SHEET SIZE A3  LENGTHS ARE IN METRES			LICENSED SURVEYOR MALCOLM JOHN PERRIAM SIGNATURE _____ DATE _____ REF _____ VERSION _____ 90451201v8.lcd		
 <b>PEYTON WAITE</b> CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884					<b>SHEET 1A</b> _____ DATE _____ COUNCIL DELEGATE SIGNATURE _____
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# PLAN OF SUBDIVISION

Stage No.

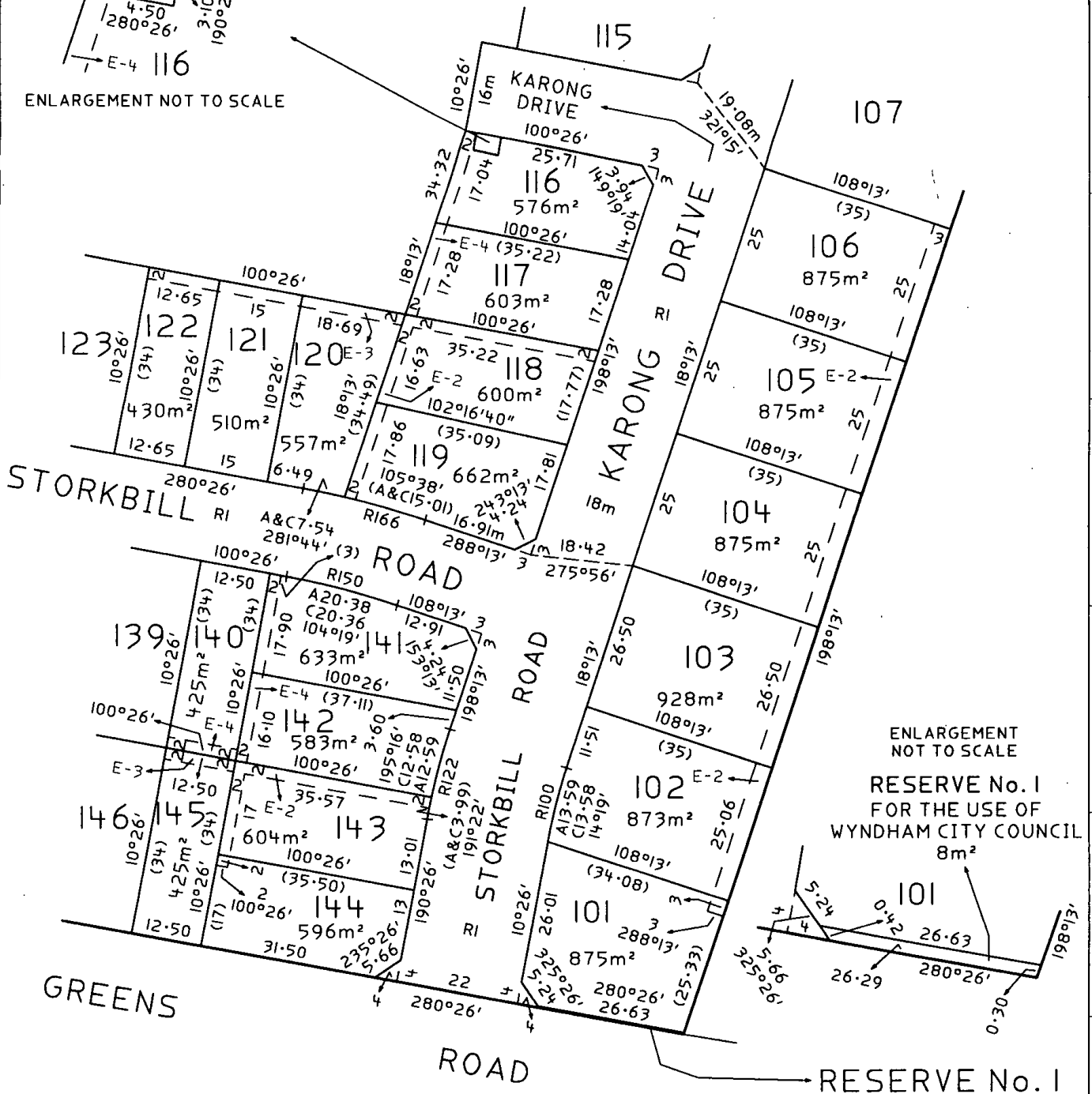
Plan Number

PS 510502G

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FOR THE USE OF  
POWERCOR AUSTRALIA LTD  
14m<sup>2</sup>

ENLARGEMENT NOT TO SCALE

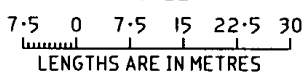
AMG ZONE 55



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SCALE



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SIGNATURE

DATE 1/6/2005

REF 8180/SI/01

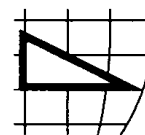
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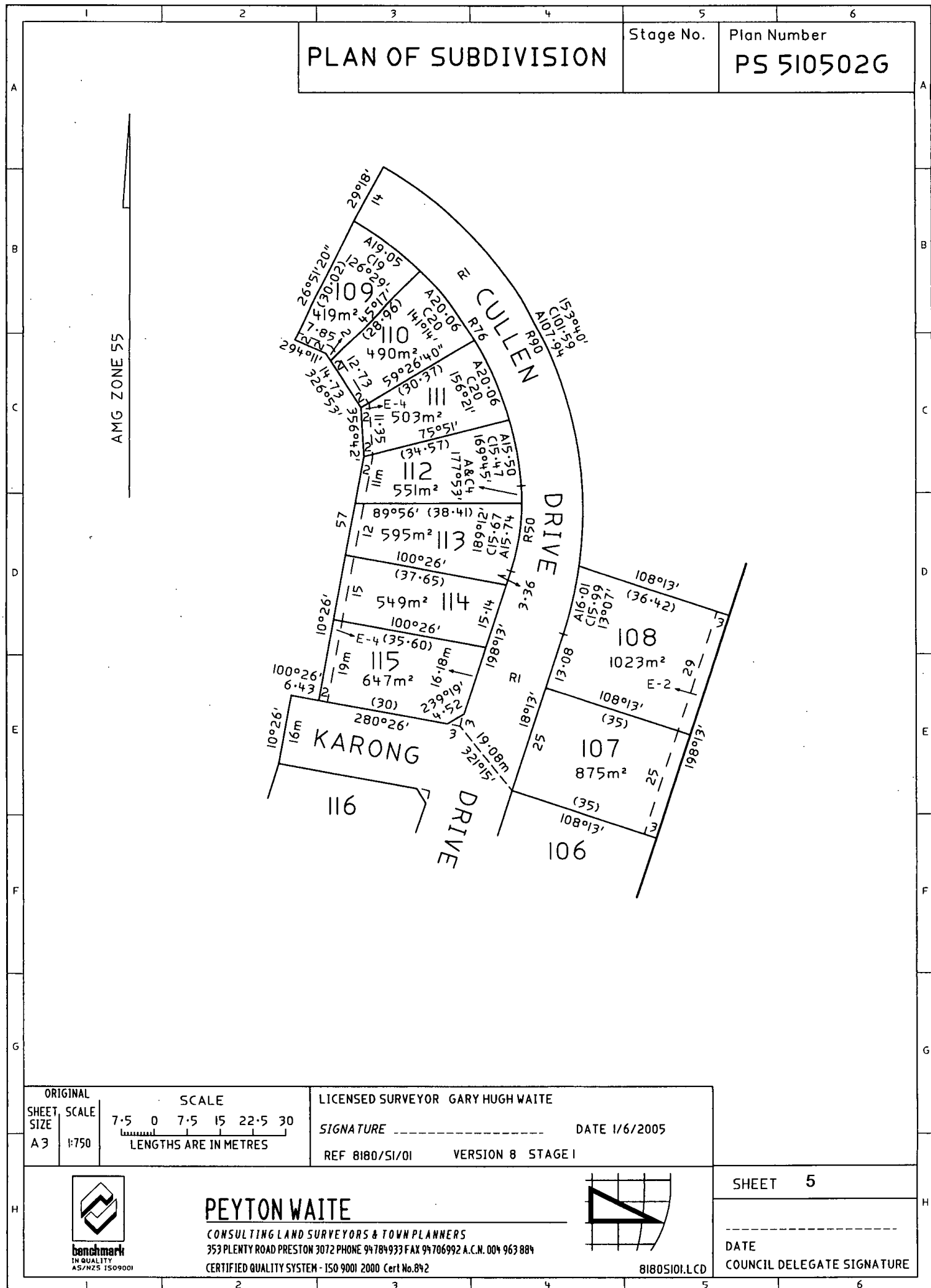
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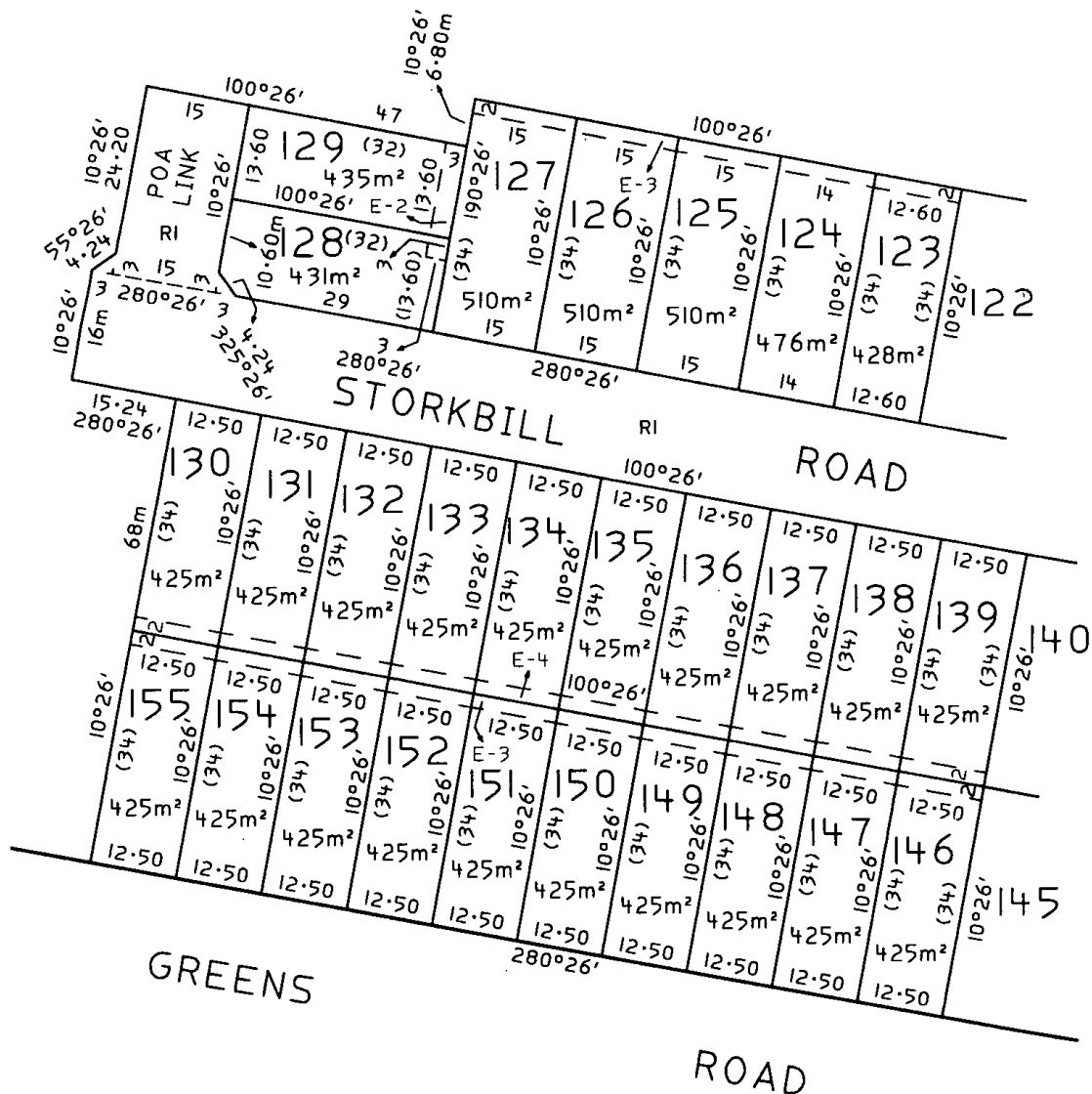
# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510502G

AMG ZONE 55



## CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan.

Land to benefit: Lots 101 to 155 on this plan.

Land to be burdened: Lots 101 to 108 (both inclusive) on this plan.

Description of restriction: The registered proprietor or proprietors for the time being of lots 101 to 108 (both inclusive) on this plan shall not:  
1. Subdivide the land to create any additional lots.

ORIGINAL

SHEET SCALE  
SIZE  
A3 1:750

SCALE

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LENGTHS ARE IN METRES

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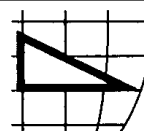
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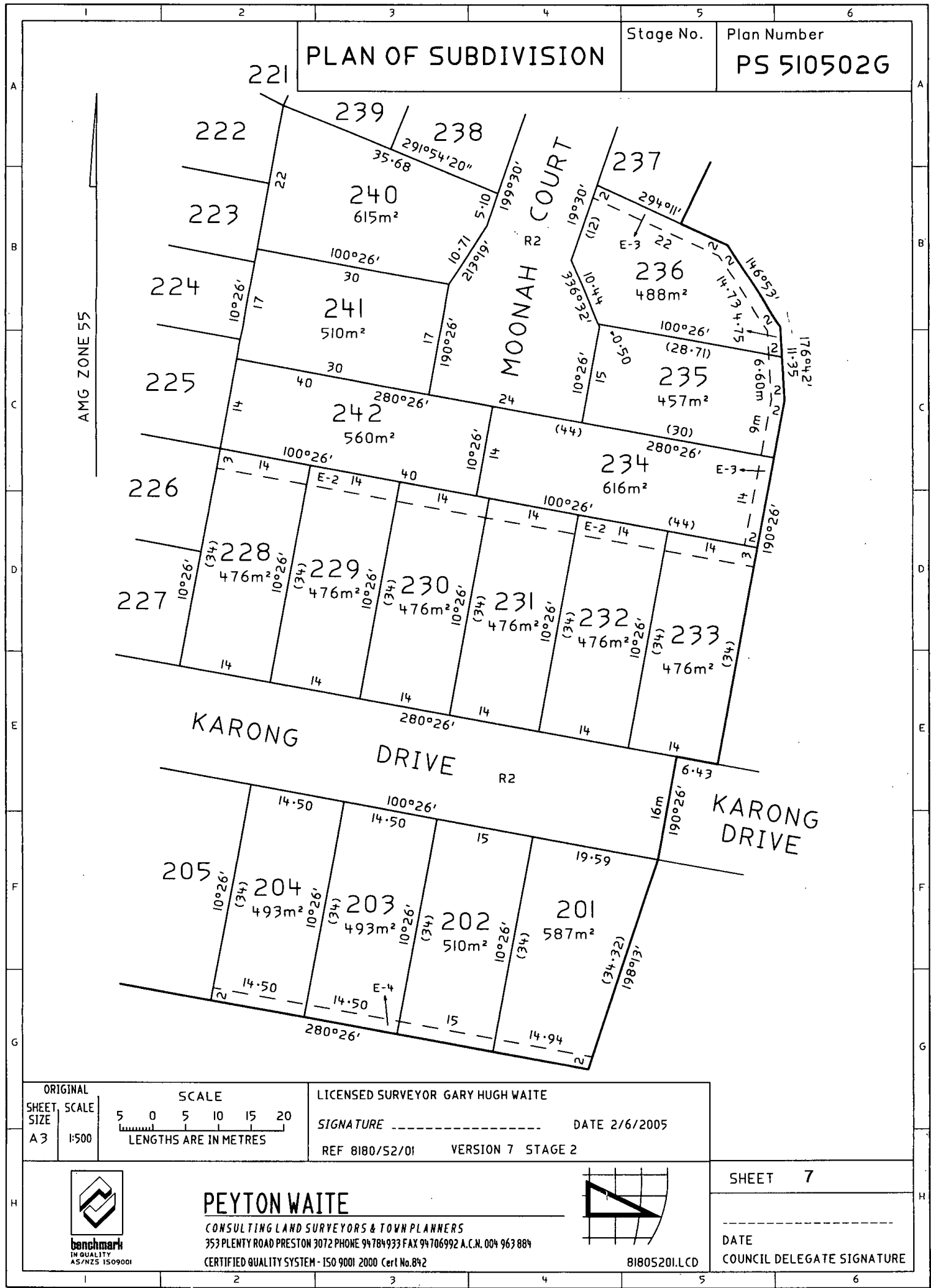


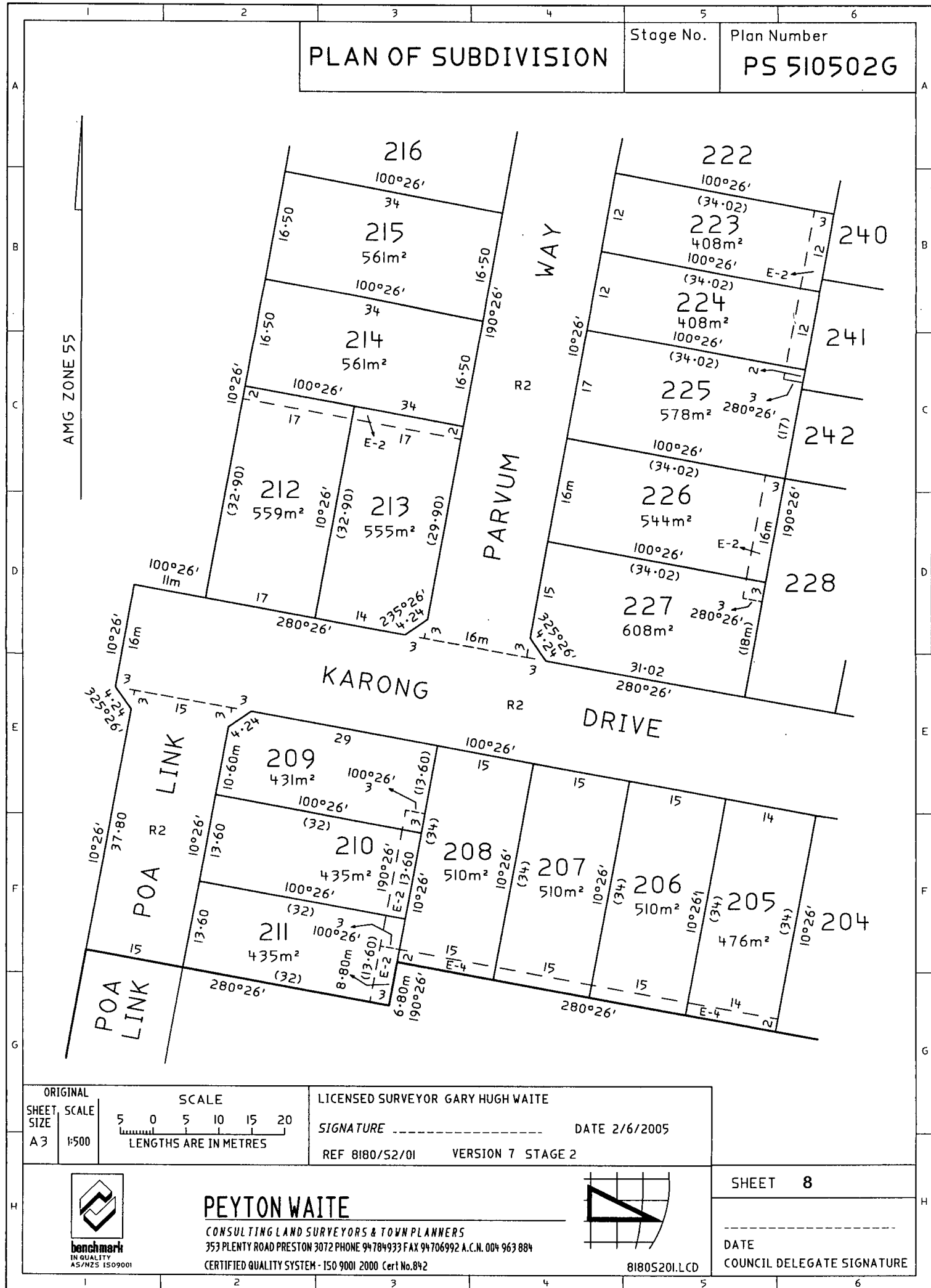
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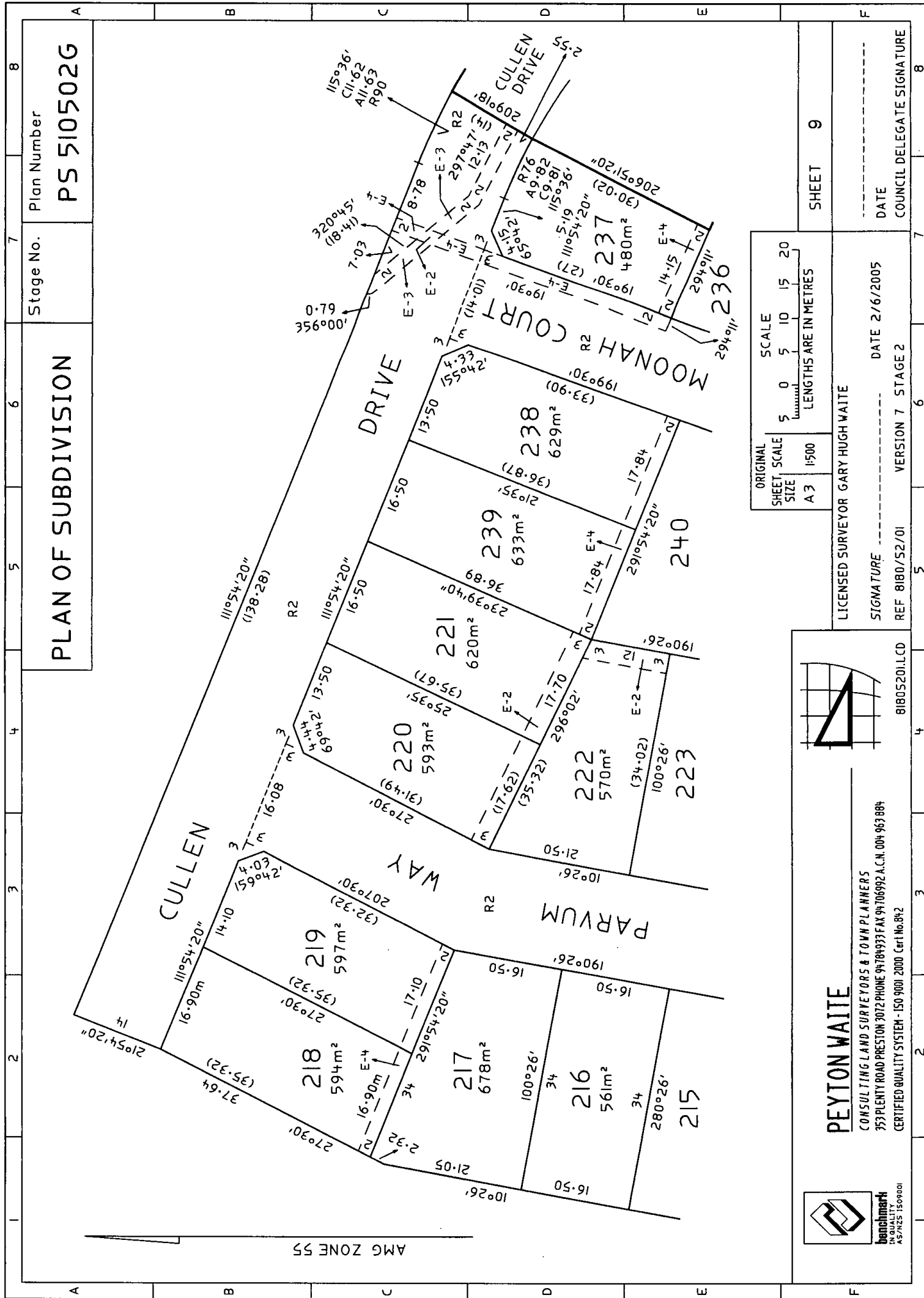
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PLAN OF SUBDIVISION

Stage No.

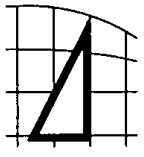
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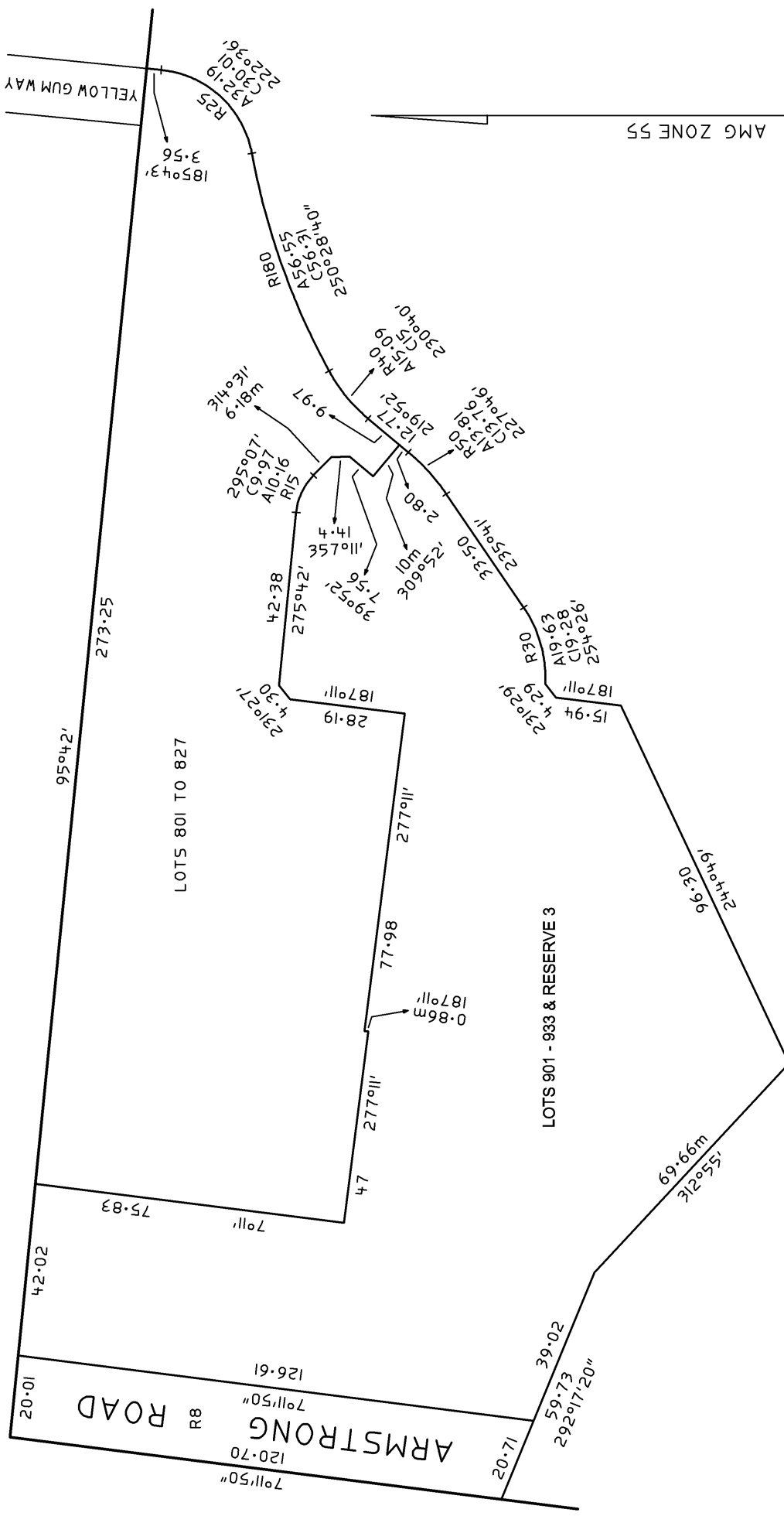
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PS 510502G

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510502G



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SCALE  
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LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE

SIGNATURE \_\_\_\_\_ DATE 22/5/2006

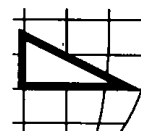
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SHEET 13

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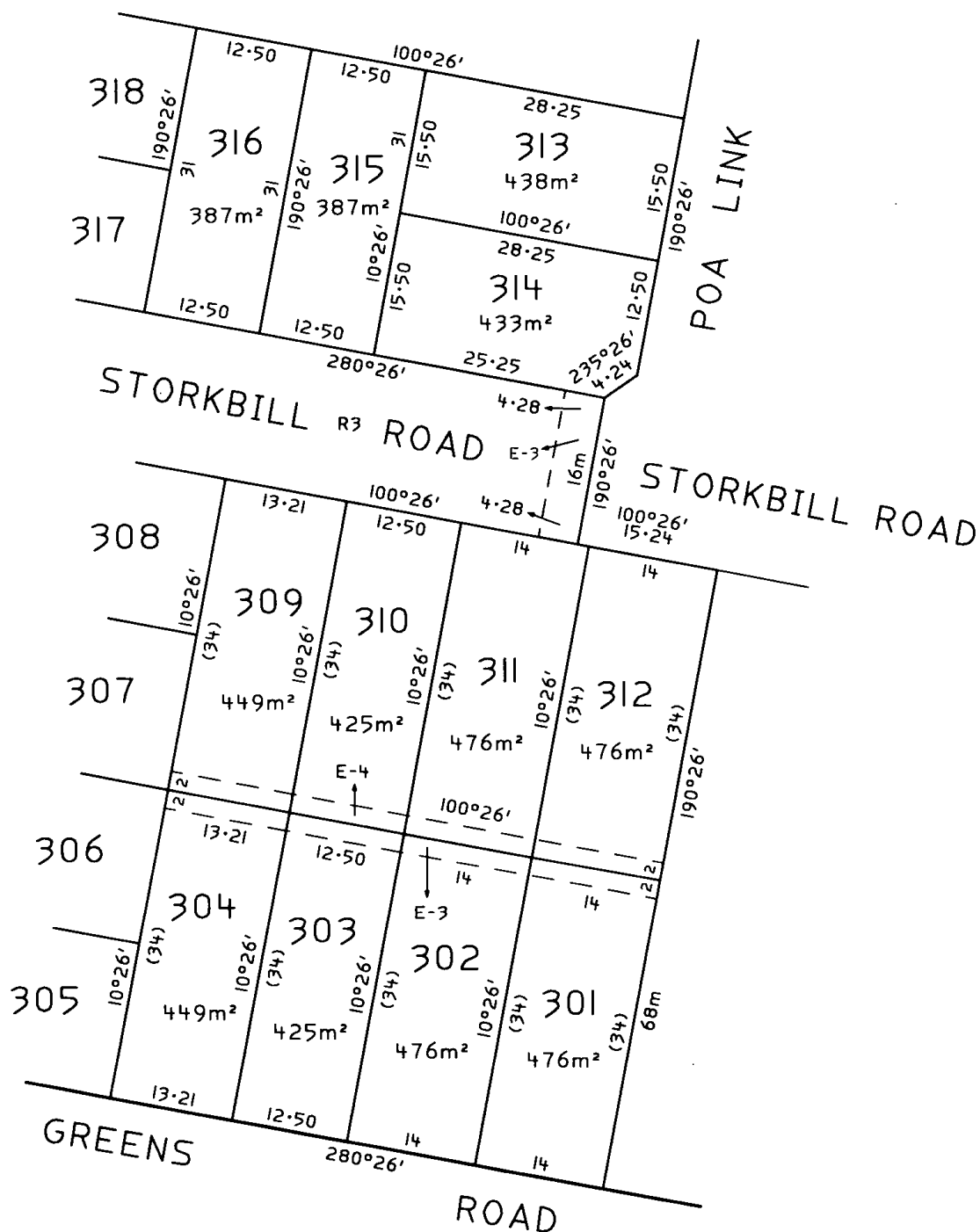
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Stage No.

Plan Number

PS 510502G

AMG ZONE 55



ORIGINAL

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A3

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LENGTHS ARE IN METRES

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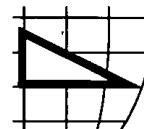
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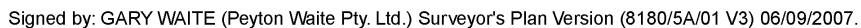
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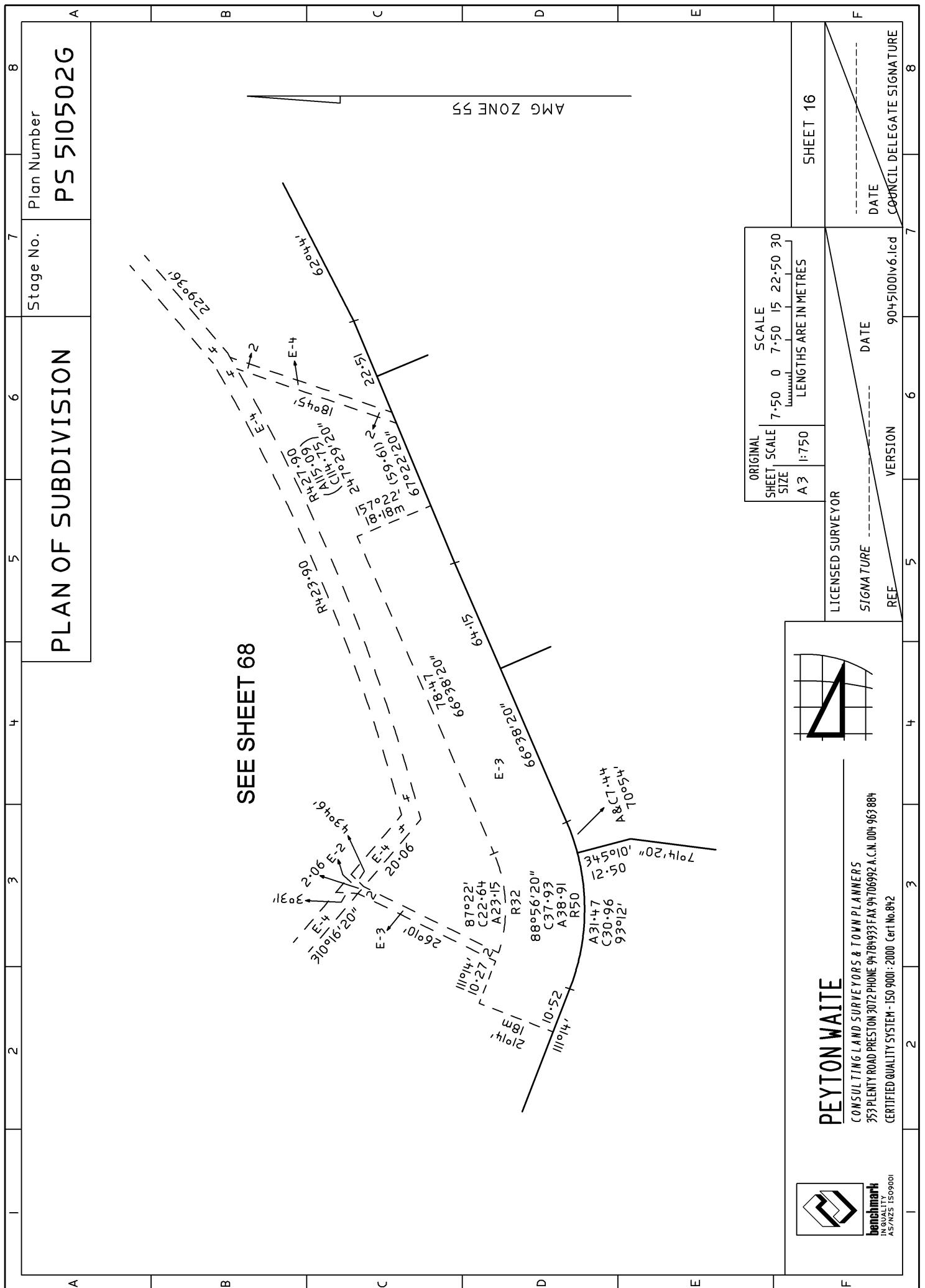


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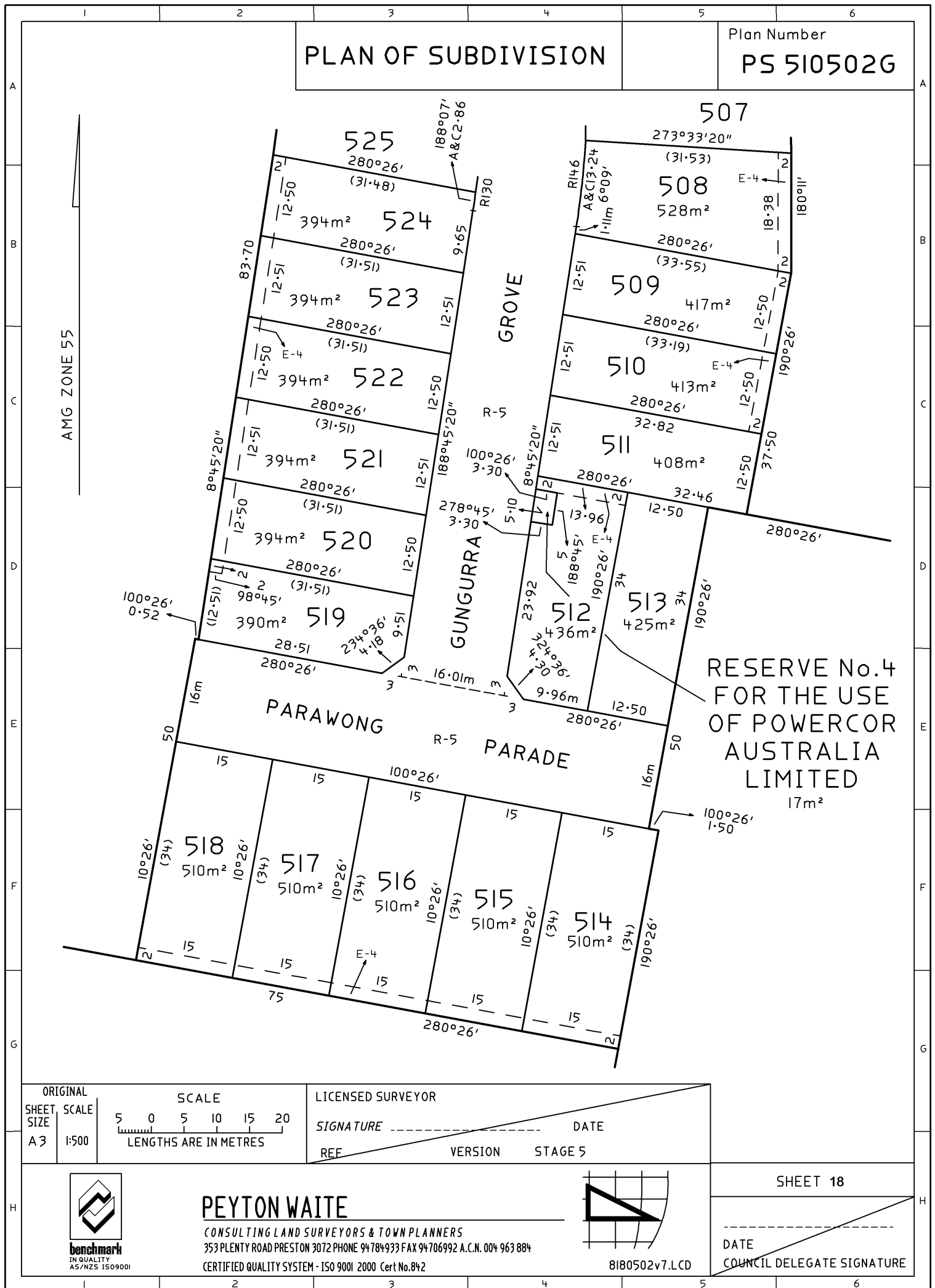
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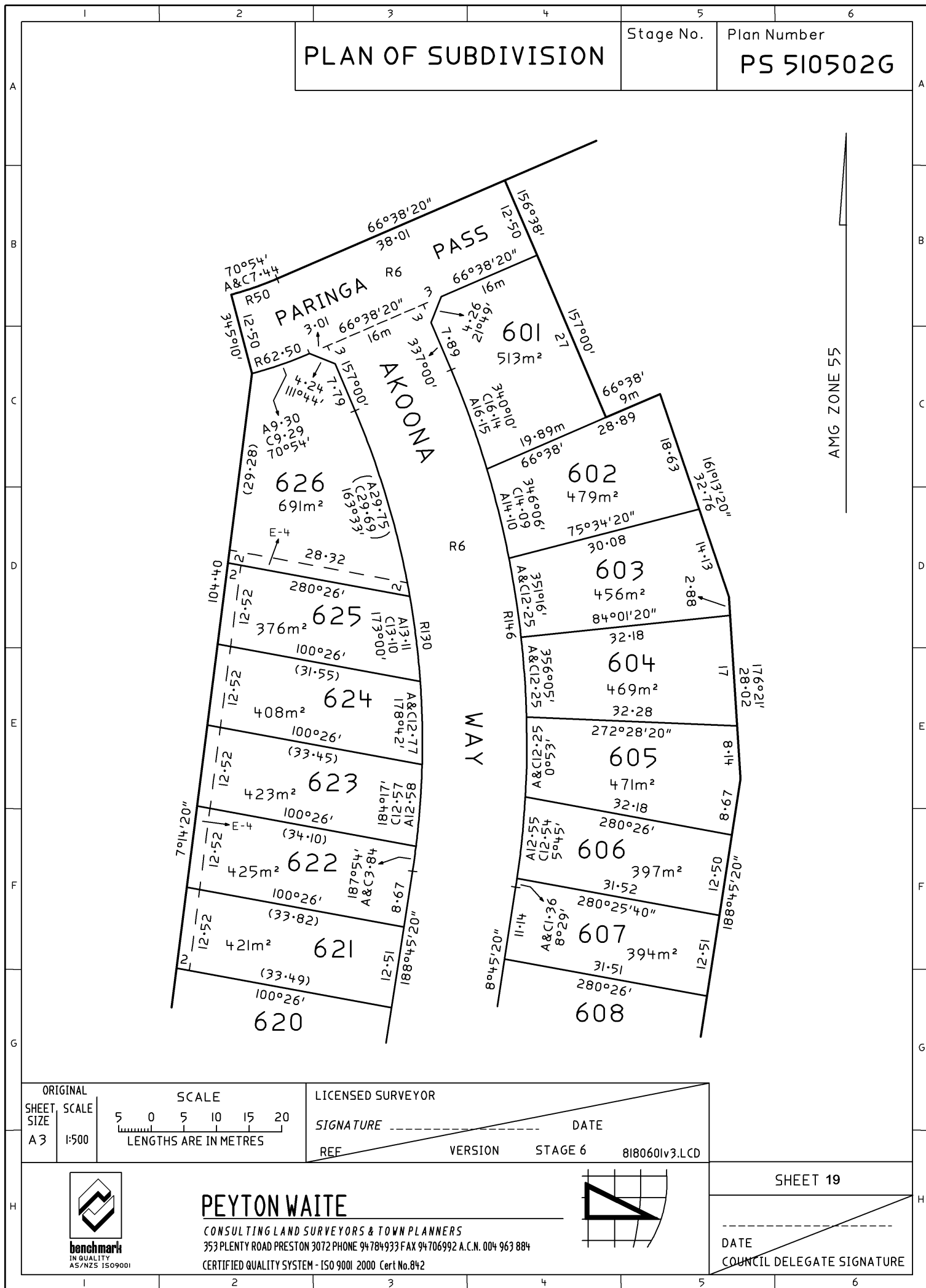










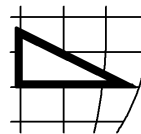


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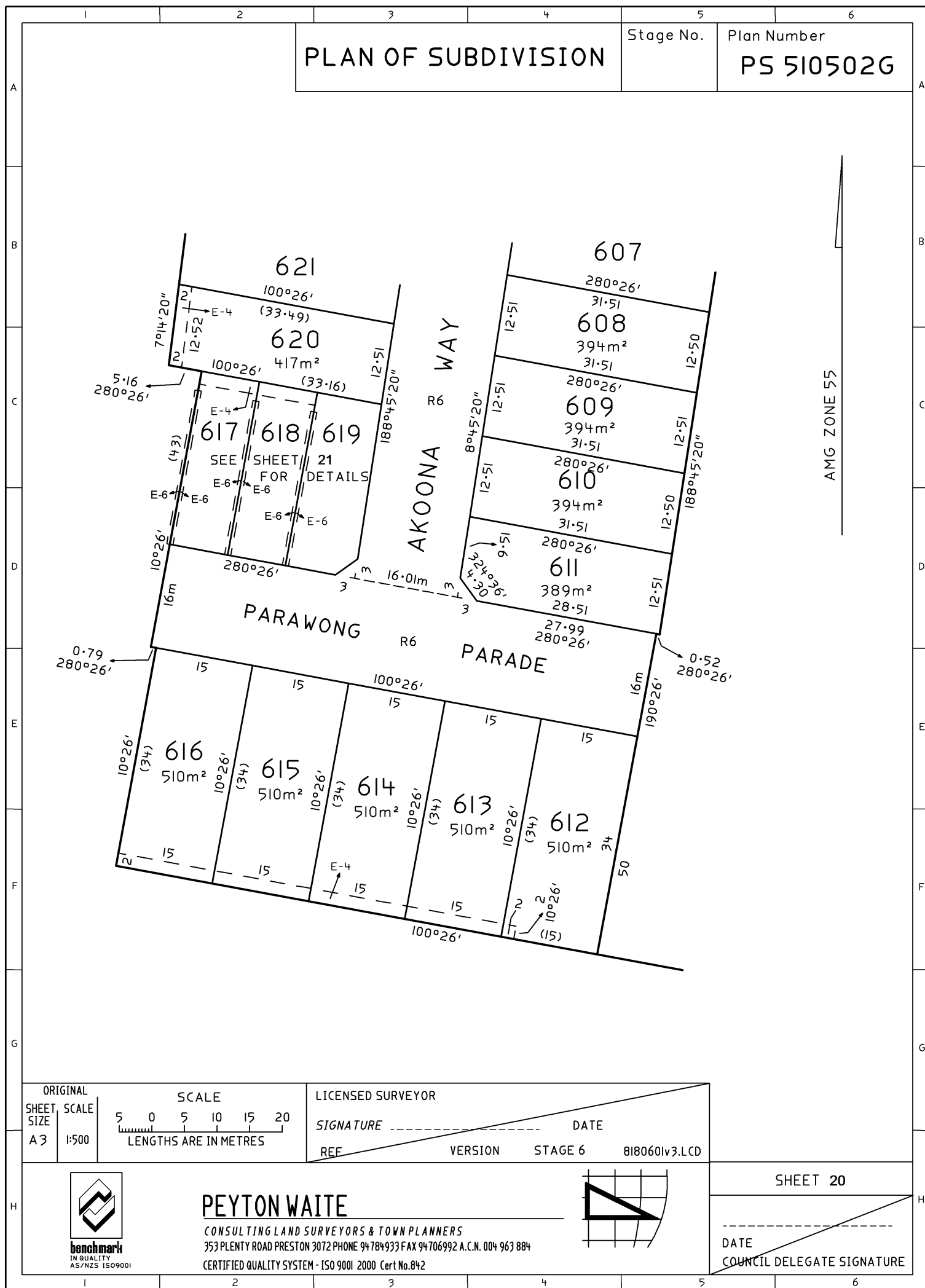
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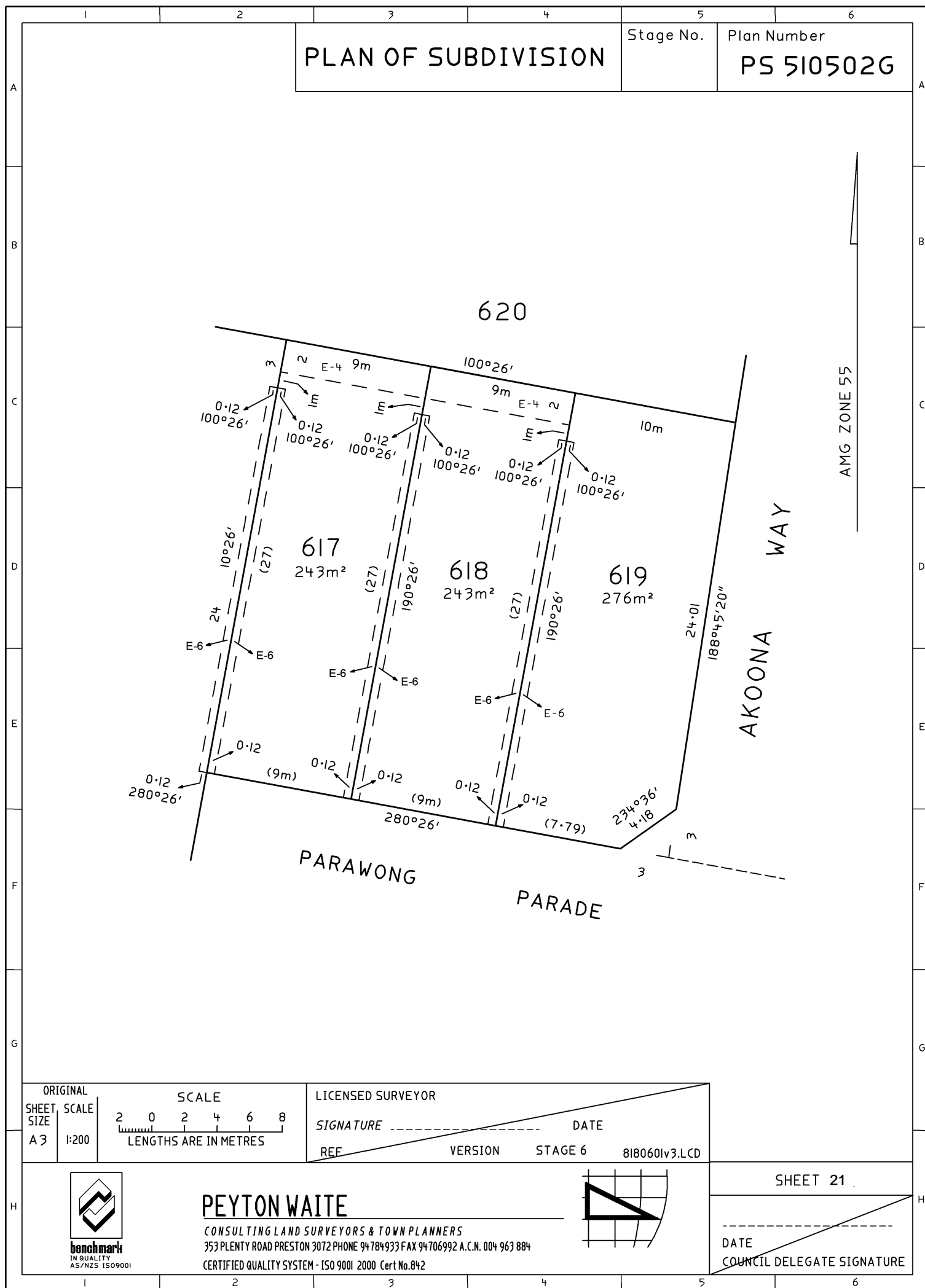
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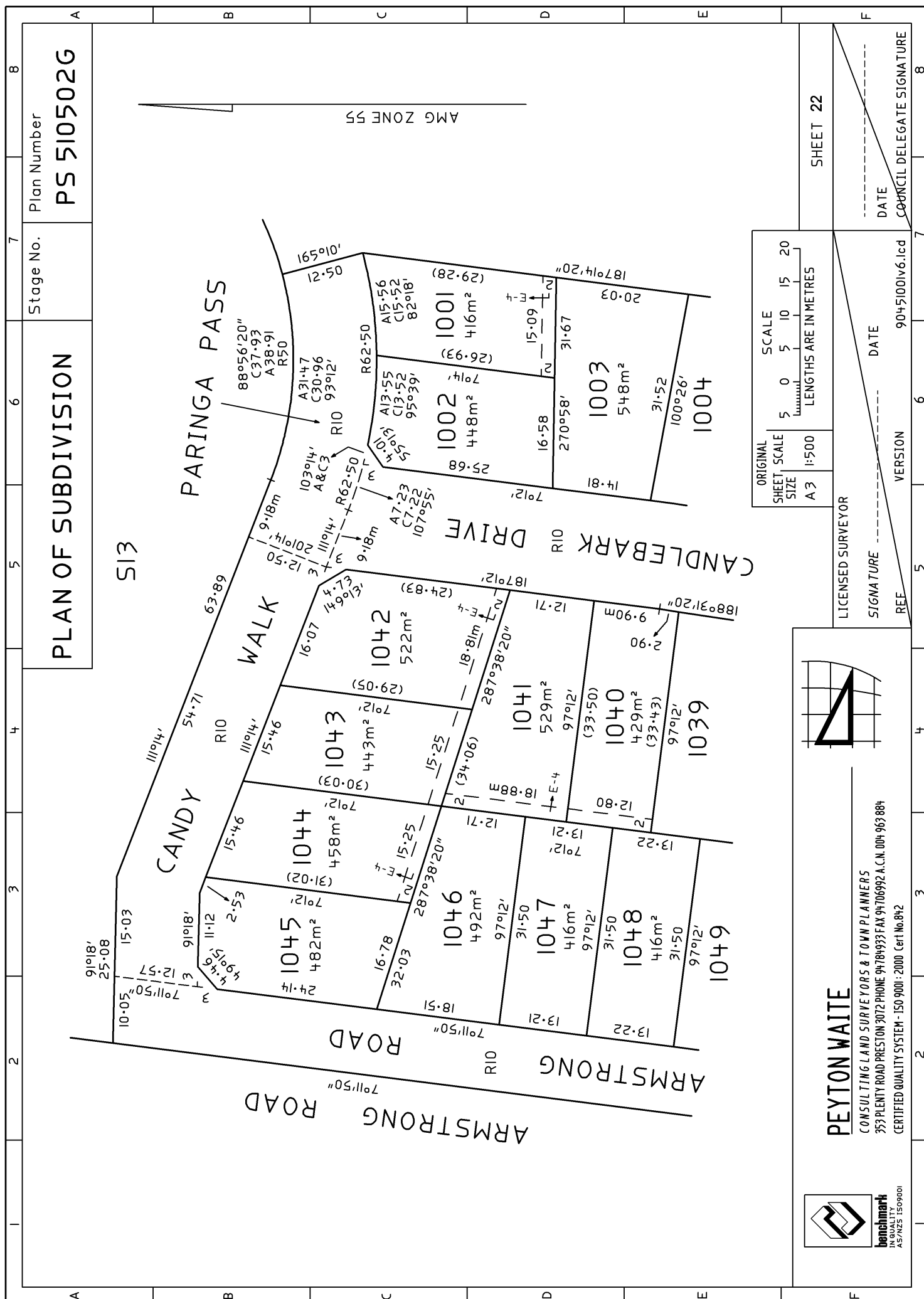


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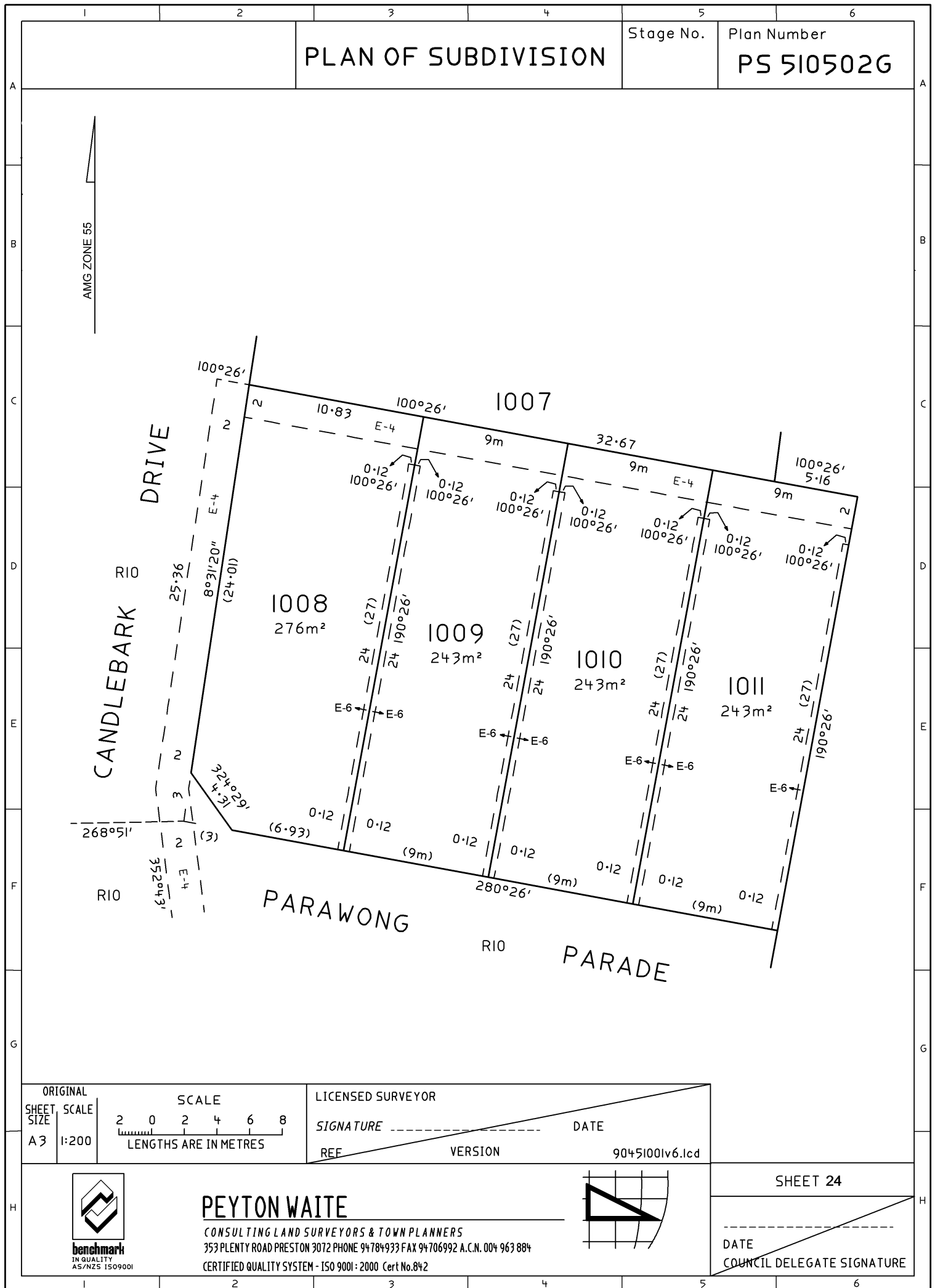
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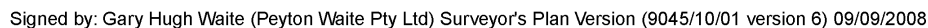


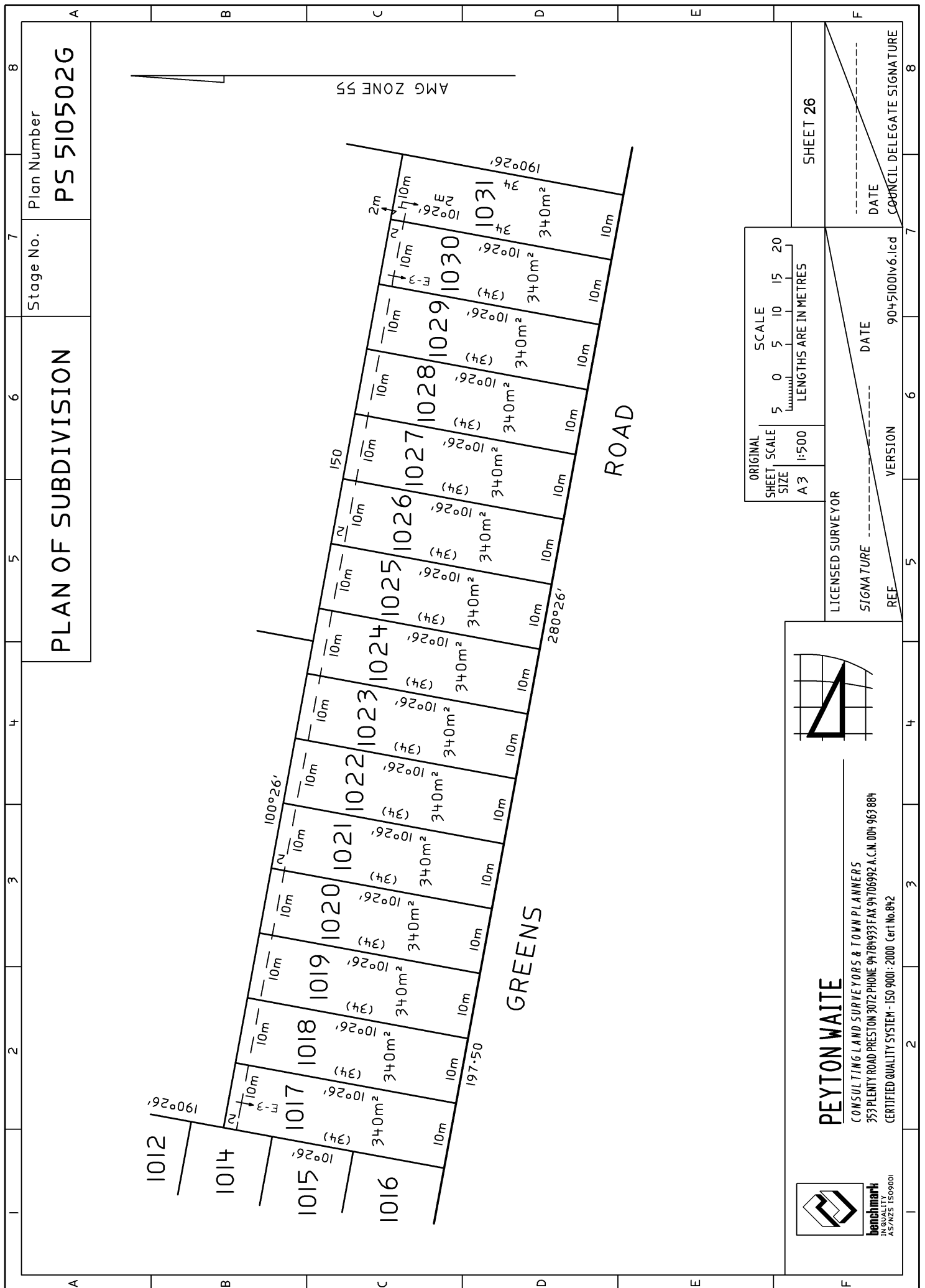


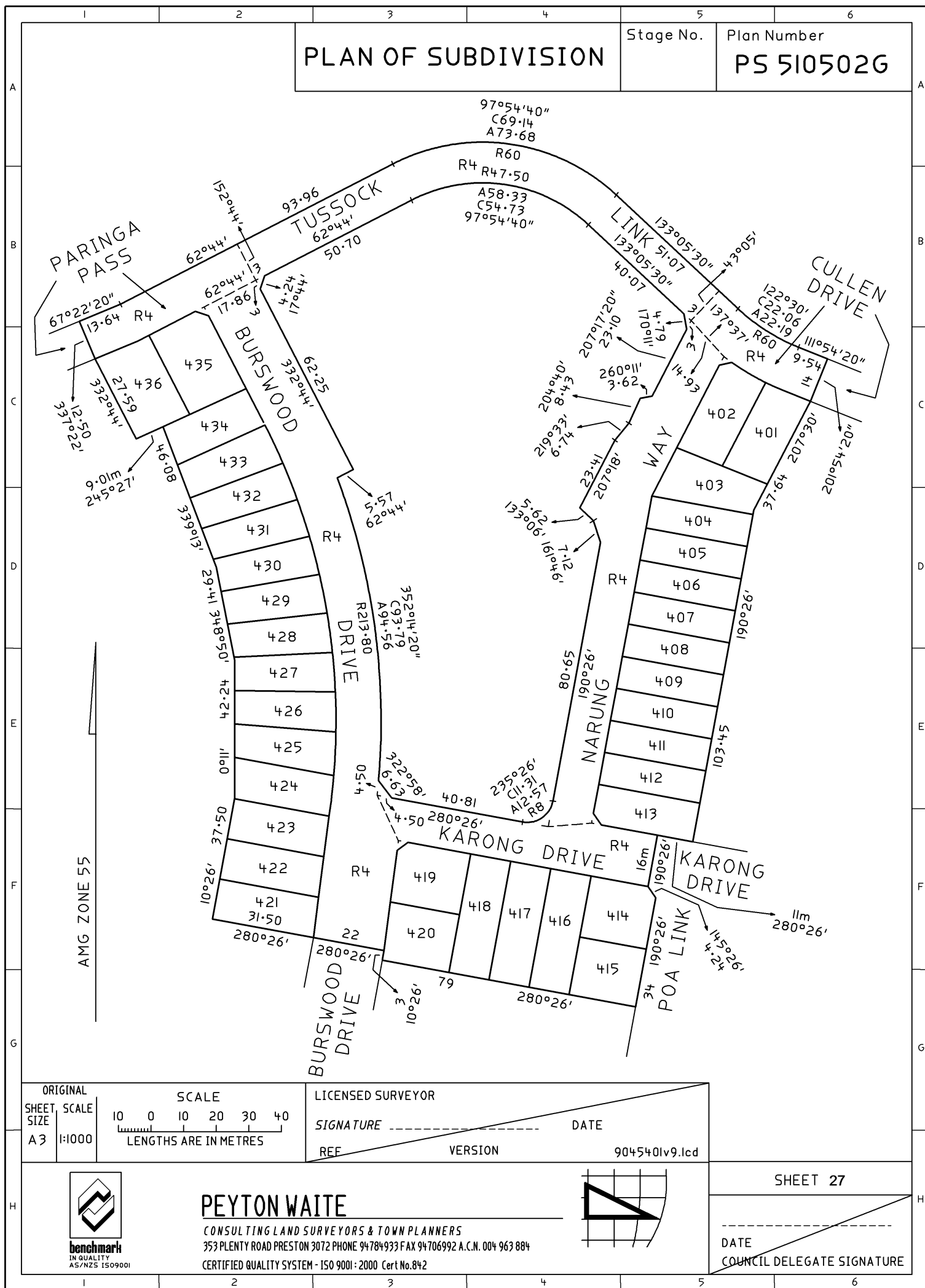
Signed by: Gary Hugh Waite (Peyton Waite Pty Ltd) Surveyor's Plan Version (9045/10/01 version 6) 09/09/2008

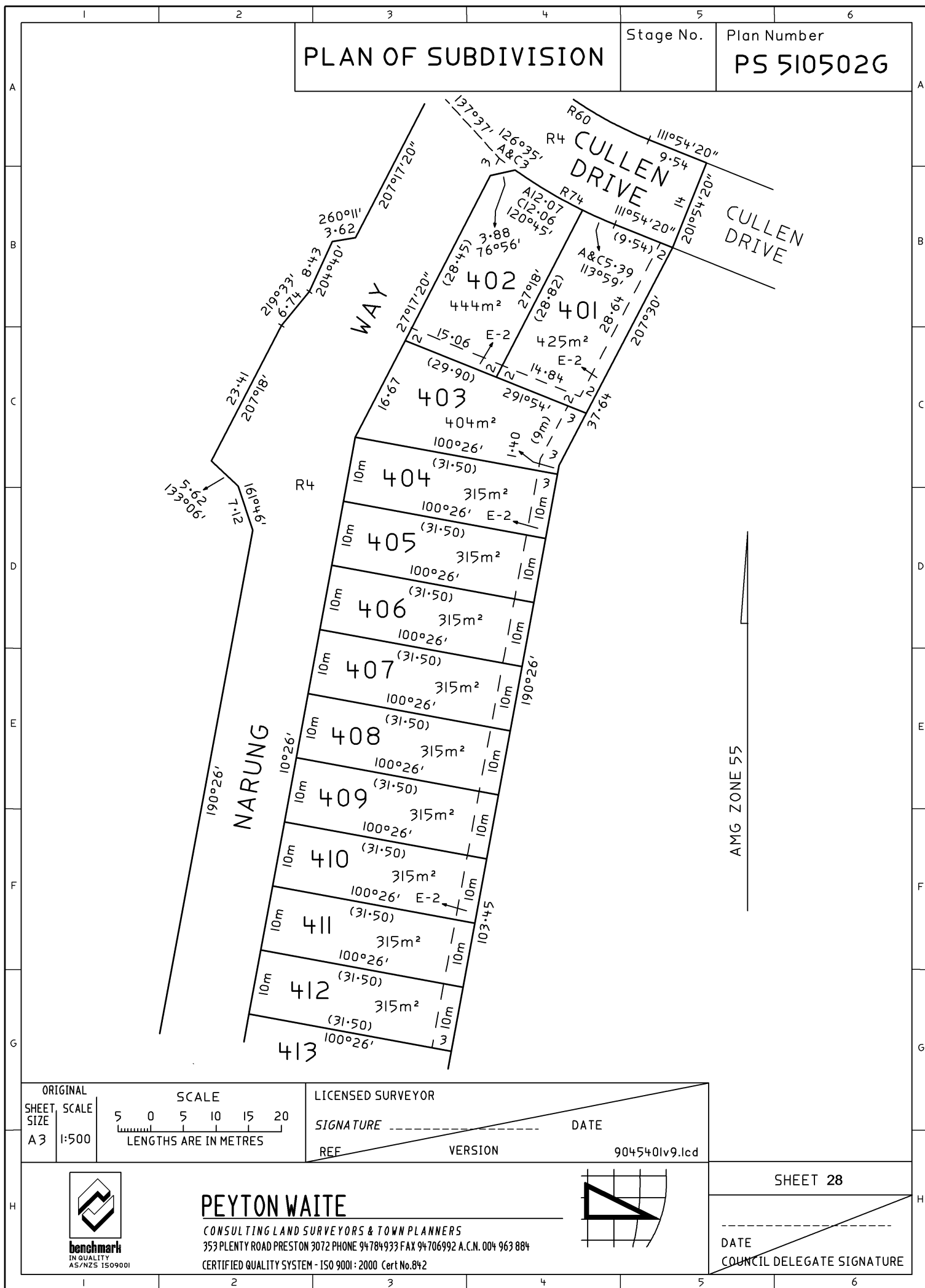


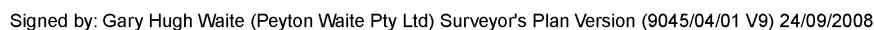


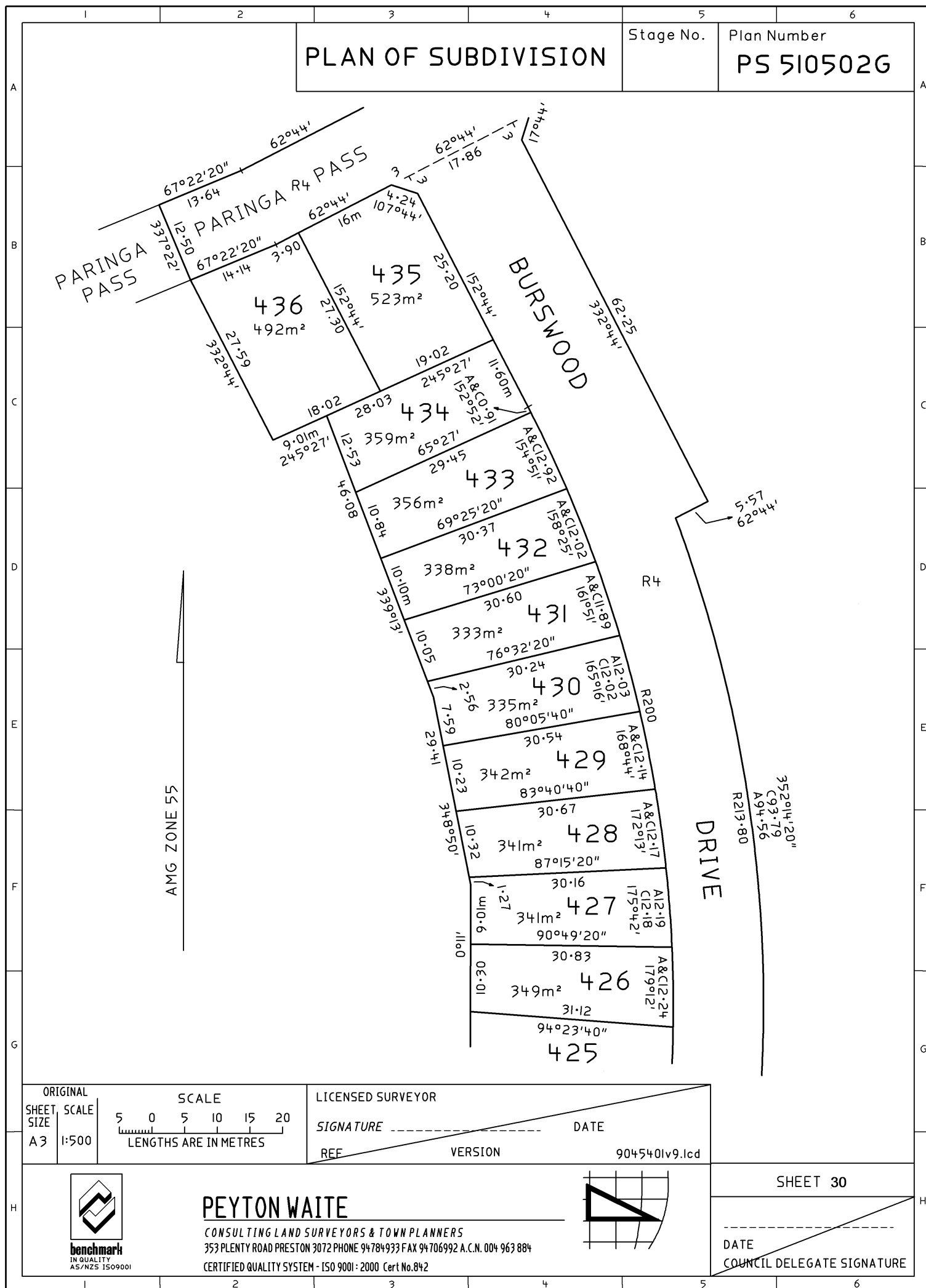


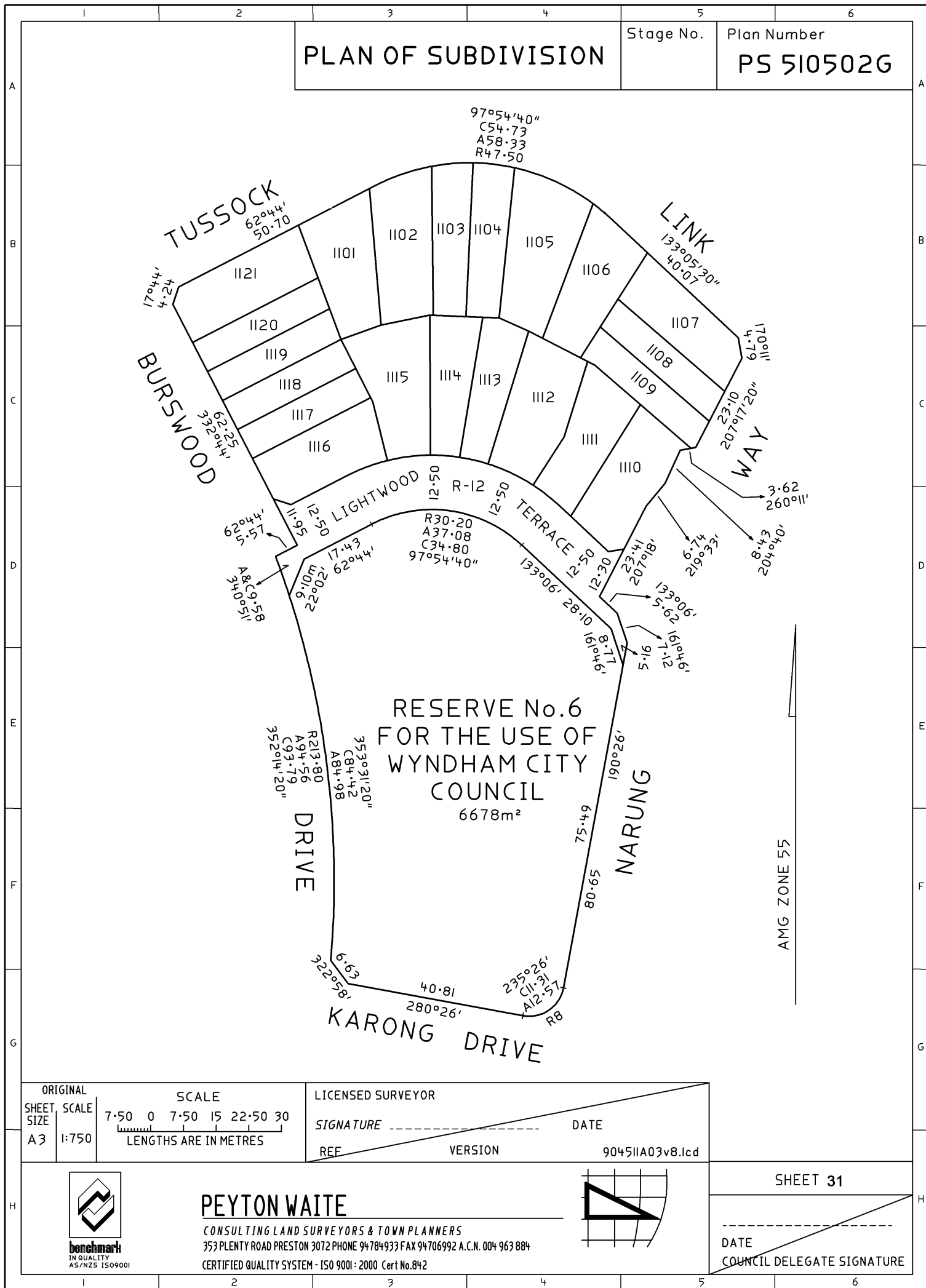


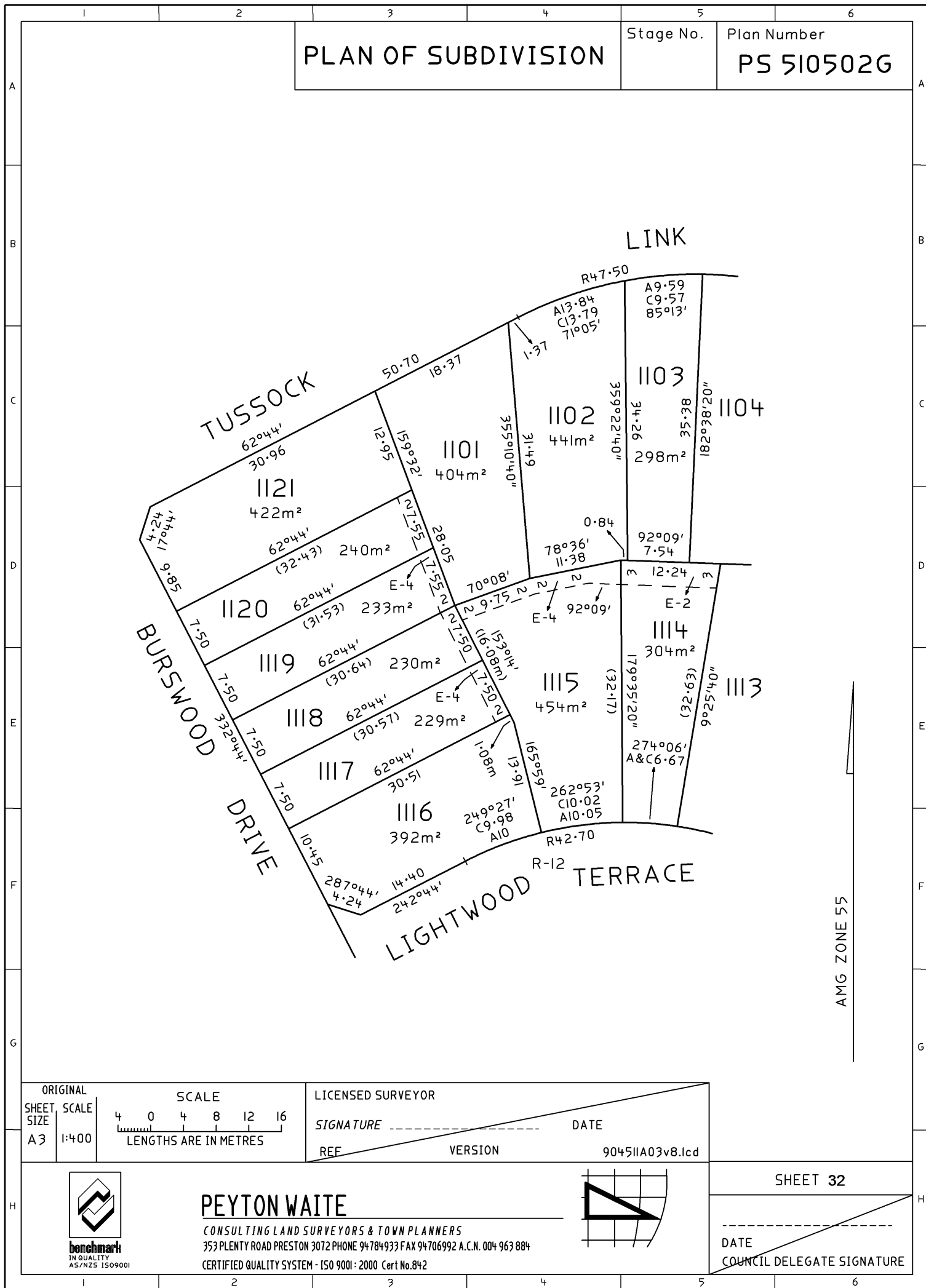




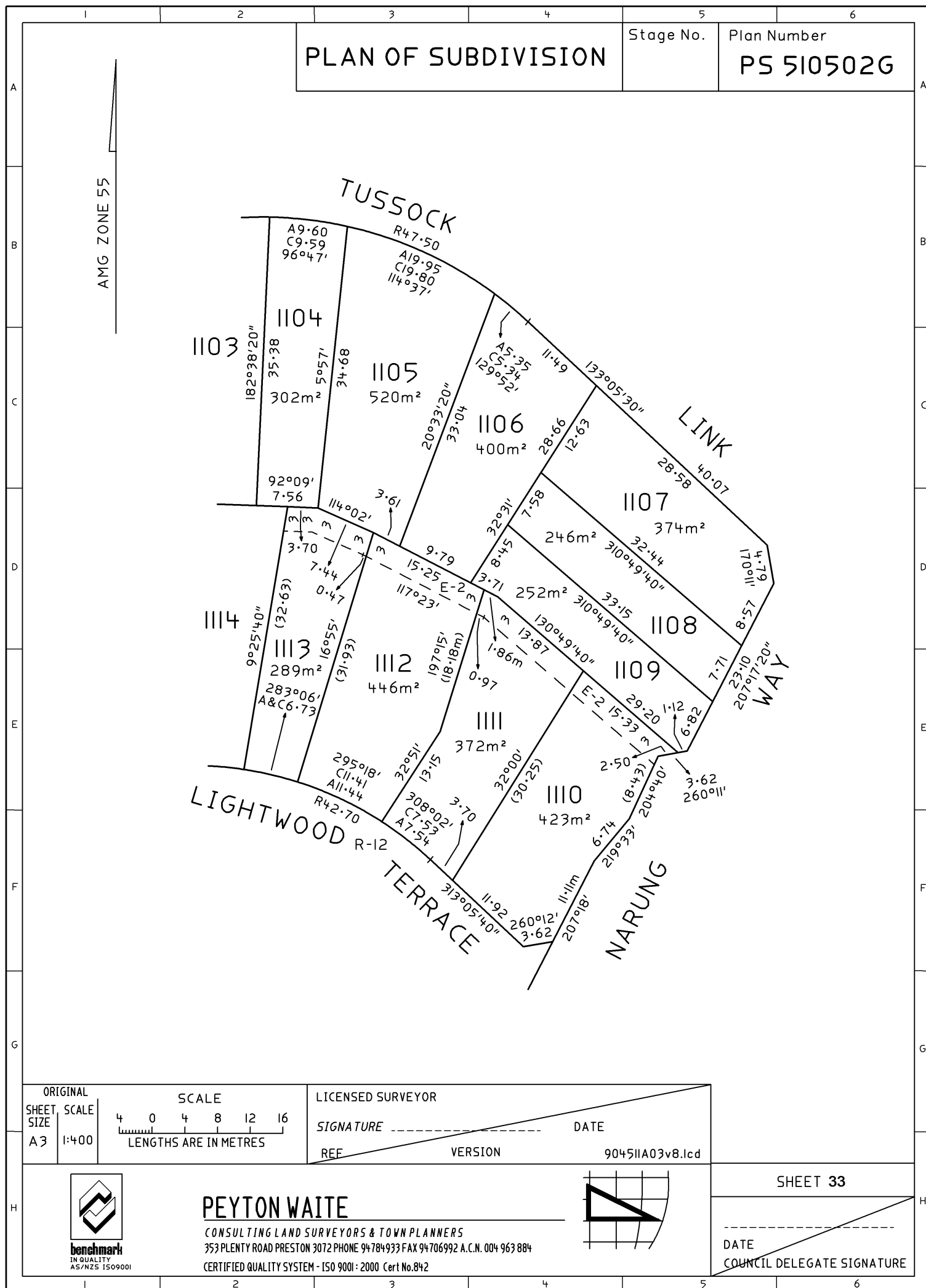












# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510502G

## CREATION OF RESTRICTION

Upon registration of this plan the following restriction will be created:

**Land to benefit:** Lots 617, 618 and 619.

**Land to be burdened:** Lots 617, 618 and 619.





### Legend

In this restriction "Building" means any structure except a fence; and  
"Dwelling" means a house.


### Description of Restriction:

1. Except with the written consent of each and every proprietor of a benefiting lot on the plan of subdivision the registered proprietor or proprietors for the time being of any burdened lot on the plan of subdivision shall not build or allow to be built more than one dwelling on the lot.
2. The registered proprietor or proprietors shall not commence or proceed with any building works other than building works which comply with the Building Regulations 2006 (as amended from time to time), save where and to the extent that relevant provisions are varied by the following table. These variations do not exclude or limit the operation of those regulations to provide for the report and consent of the relevant council.

TABLE

	Variation
Garage Location	No garage or car port shall be set back less than 5.5 metres to the front or side street alignment of a lot containing the driveway. No garage or car port shall be located other than to be aligned with the centre of the driveway crossing.
Clause 409 Minimum Street Setbacks	Clause 409(2) shall not apply. No building shall be located less than 4.0 metres from the street alignment marked F and not less than 2.0 metres from the street alignment marked S on the setback plan on sheet 35.
Clause 410 Building Height	In relation to a boundary marked thus  on the building height plan on sheet 35, the reduction in the height of part of a building as set out in Clause 410(3) shall not apply.
Clause 414 Side and Rear Setbacks	In relation to a boundary marked thus  on the building height plan on sheet 35, Clause 414(2) shall not apply. No dwelling shall be located in the area shown and dimensioned thus  on the setback plan on sheet 35, except for eaves, fascia and gutters not more than 600mm in total width.
Clause 415 Walls on boundaries	In relation to a boundary marked thus  on the building height plan on sheet 35, the average height of 3.0 metres as set out in Clause 415(3)(a) shall not apply.

### Building Height Note

The building height symbol shown thus  on the building height plan on sheet 35

This restriction shall cease on 30 June 2016.

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR

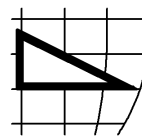
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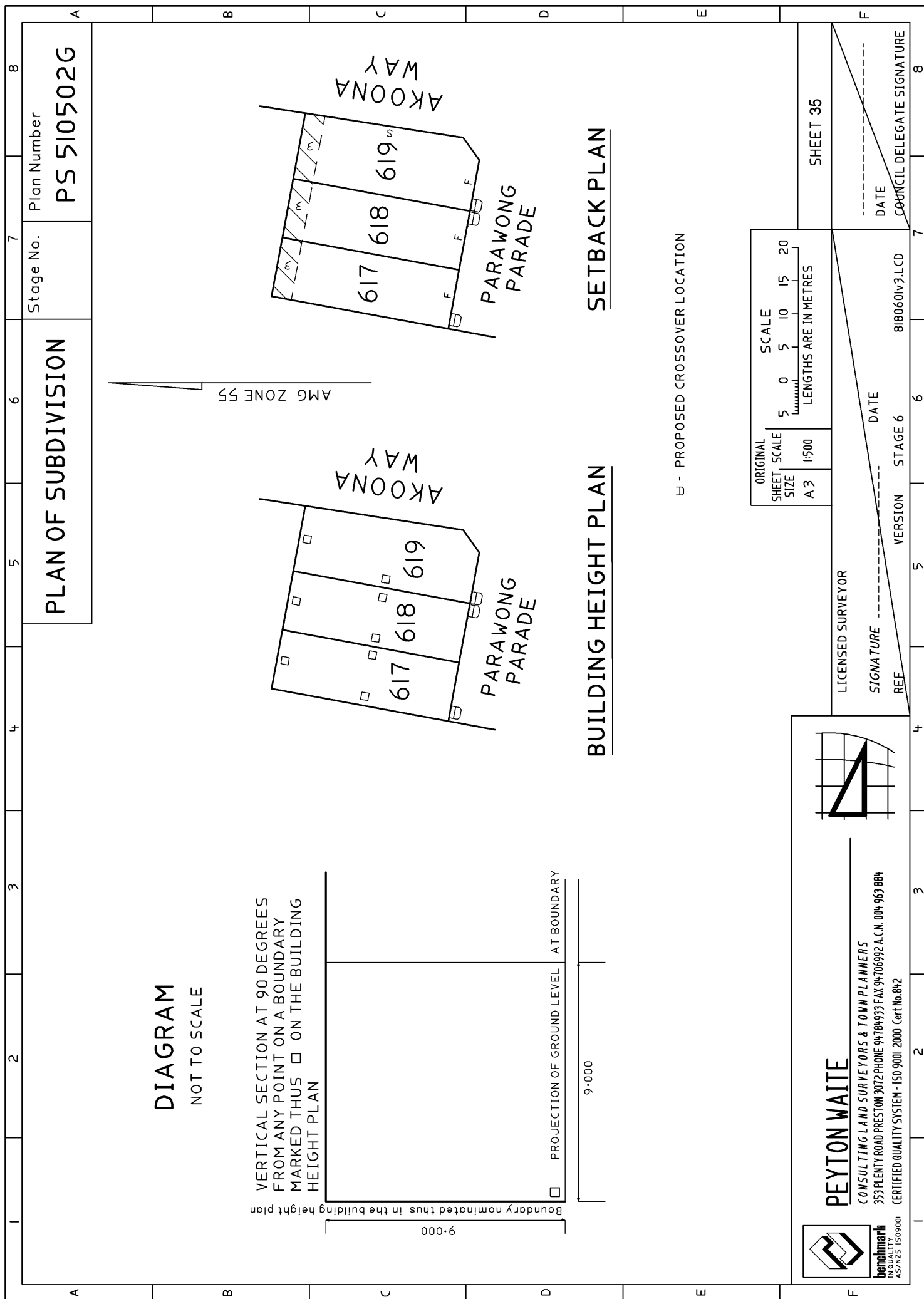
### PEYTON WAITE


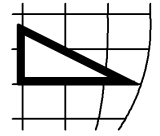
CONSULTING LAND SURVEYORS & TOWN PLANNERS  
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
CERTIFIED QUALITY SYSTEM - ISO 9001 2000 Cert No. 842

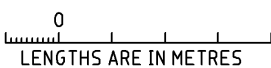

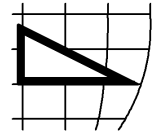


SHEET 34

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



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<b>PLAN OF SUBDIVISION</b>				Stage No.	Plan Number <b>PS 510502G</b>																																								
<b><u>CREATION OF RESTRICTION</u></b>																																													
<p>The following restriction is to be created upon registration of this plan of subdivision.</p> <p>For the purpose of this restriction a building means any structure except a fence and a dwelling means a house.</p> <p style="text-align: center;">Table of Land to Benefit and Land to be Burdened</p> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%;">Land to be Burdened</th><th style="width: 50%;">Land to Benefit</th></tr></thead><tbody><tr><td>Lot 1008</td><td>Lot 1009</td></tr><tr><td>Lot 1009</td><td>Lots 1008 and 1010</td></tr><tr><td>Lot 1010</td><td>Lots 1009 and 1011</td></tr><tr><td>Lot 1011</td><td>Lot 1010</td></tr><tr><td>Lot 1017</td><td>Lot 1018</td></tr><tr><td>Lot 1018</td><td>Lots 1017 and 1019</td></tr><tr><td>Lot 1019</td><td>Lots 1018 and 1020</td></tr><tr><td>Lot 1020</td><td>Lots 1019 and 1021</td></tr><tr><td>Lot 1021</td><td>Lots 1020 and 1022</td></tr><tr><td>Lot 1022</td><td>Lots 1021 and 1023</td></tr><tr><td>Lot 1023</td><td>Lots 1022 and 1024</td></tr><tr><td>Lot 1024</td><td>Lots 1023 and 1025</td></tr><tr><td>Lot 1025</td><td>Lots 1024 and 1026</td></tr><tr><td>Lot 1026</td><td>Lots 1025 and 1027</td></tr><tr><td>Lot 1027</td><td>Lots 1026 and 1028</td></tr><tr><td>Lot 1028</td><td>Lots 1027 and 1029</td></tr><tr><td>Lot 1029</td><td>Lots 1028 and 1030</td></tr><tr><td>Lot 1030</td><td>Lots 1029 and 1031</td></tr><tr><td>Lot 1031</td><td>Lot 1030</td></tr></tbody></table>						Land to be Burdened	Land to Benefit	Lot 1008	Lot 1009	Lot 1009	Lots 1008 and 1010	Lot 1010	Lots 1009 and 1011	Lot 1011	Lot 1010	Lot 1017	Lot 1018	Lot 1018	Lots 1017 and 1019	Lot 1019	Lots 1018 and 1020	Lot 1020	Lots 1019 and 1021	Lot 1021	Lots 1020 and 1022	Lot 1022	Lots 1021 and 1023	Lot 1023	Lots 1022 and 1024	Lot 1024	Lots 1023 and 1025	Lot 1025	Lots 1024 and 1026	Lot 1026	Lots 1025 and 1027	Lot 1027	Lots 1026 and 1028	Lot 1028	Lots 1027 and 1029	Lot 1029	Lots 1028 and 1030	Lot 1030	Lots 1029 and 1031	Lot 1031	Lot 1030
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<b><u>DESCRIPTION OF RESTRICTION</u></b>																																													
<p>Except with the written consent of each and every registered proprietor of a benefiting lot on this plan of subdivision, the registered proprietor or proprietors for the time being of any burdened lot on the plan shall not:</p> <ul style="list-style-type: none"><li>a) Build or allow to be built on the lot more than one private dwelling house together with the usual outbuildings.</li><li>b) Erect or allow to be erected a building on that part of the burdened lot shown thus       on diagrams 1 and 2 on sheets 43 and 44 hereof, except porches, pergolas and verandahs that are less than 3.5 metres high and eaves may encroach not more than 2.5 metres into the area shown thus       .</li></ul> <p style="text-align: right;">..... continued</p>																																													
<div>ORIGINAL SHEET SCALE A3</div> <div style="text-align: center;">SCALE 0 LENGTHS ARE IN METRES</div>		<div>LICENSED SURVEYOR</div> <div>SIGNATURE _____ DATE _____</div> <div>REF _____ VERSION _____ 90451001v6.LCD</div>																																											
 <b>benchmark</b> <small>IN QUALITY AS/NZS ISO9001</small>		<b>PEYTON WAITE</b> <small>CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001 2000 Cert No.842</small>		 <b>SHEET 36</b> DATE _____ COUNCIL DELEGATE SIGNATURE _____																																									

1	2	3	4	5	6										
<b>PLAN OF SUBDIVISION</b>				Stage No.	Plan Number <b>PS 510502G</b>										
<u>CREATION OF RESTRICTION</u> (continued)															
<p>c) Erect or allow to be erected any building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"> <li>i) the building should not be higher than 9 metres</li> <li>ii) the maximum site coverage should not exceed 60 percent of the site area</li> <li>iii) 20 percent of the site should have permeable surfaces for the absorption of rain water run off</li> <li>iv) two car spaces should be provided per dwelling with:             <ul style="list-style-type: none"> <li>• One space being at least 6 metres long and 3.5 metres wide and covered or capable of being covered</li> <li>• The second space being at least 4.9 metres long and 2.6 metres wide</li> </ul> </li> </ul> <p>If the car spaces are provided in a garage, carport or otherwise constrained by walls, a double space may be 5.5 metres wide measured inside the garage or carport.          A building may project into the car space if it is at least 2.1 metres above the space.</p> <p>d) Erect or allow to be erected a building closer to the side or rear boundary of the burdened lot, shown thus ▲ on diagrams 3 and 4 on sheets 44 and 45 hereof, to be less than the distances shown in the table hereunder.</p>															
Table															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Building height at any point</th> <th style="width: 50%;">Setback from nominated boundary</th> </tr> <tr> <td>3.6 metres</td> <td>0 metres</td> </tr> <tr> <td>3.6 metres</td> <td>1 metre</td> </tr> <tr> <td>3.6 metres but not more than 6.9 metres</td> <td>1 metre plus an additional distance calculated at the rate of 300mm for every metre of height over 3.6 metres</td> </tr> <tr> <td>more than 6.9 metres</td> <td>2 metres plus an additional distance calculated at the rate of 1 metre for every metre of height over 6.9 metres up to 9.0 metres maximum</td> </tr> </table>						Building height at any point	Setback from nominated boundary	3.6 metres	0 metres	3.6 metres	1 metre	3.6 metres but not more than 6.9 metres	1 metre plus an additional distance calculated at the rate of 300mm for every metre of height over 3.6 metres	more than 6.9 metres	2 metres plus an additional distance calculated at the rate of 1 metre for every metre of height over 6.9 metres up to 9.0 metres maximum
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more than 6.9 metres	2 metres plus an additional distance calculated at the rate of 1 metre for every metre of height over 6.9 metres up to 9.0 metres maximum														
<p>Sunblinds, verandahs, porches, eaves, fascias, gutters, masonry chimneys, flues, pipes, domestic fuel or water tanks, and heating or cooling equipment or other services may encroach not more than 0.5 metres into the setbacks. Landings having an area of not more than 2 square metres and less than 1 metre high, stairways, ramps, pergolas, shade sails and carports may encroach into the setbacks of this standard.</p>															
.....continued															
ORIGINAL SHEET SCALE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 90451001v6.LCD											
 <b>benchmark</b> <small>IN QUALITY AS/NZS ISO9001</small>		<b>PEYTON WAITE</b> CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001 2000 Cert No.842													
				SHEET 37											
				DATE _____ COUNCIL DELEGATE SIGNATURE _____											

# PLAN OF SUBDIVISION

Stage No.

Plan Number

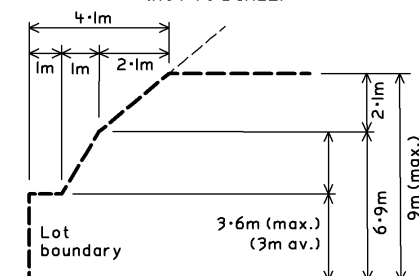
PS 510502G

## CREATION OF RESTRICTION

(continued)

### SIDE AND REAR SETBACKS

(NOT TO SCALE)



- e) Erect or allow to be erected a wall on or within 150mm of a side or rear boundary of a lot or a carport constructed on or within 1 metre of a side or rear boundary of a lot unless:
- The length of that wall is less than 10 metres plus 25 percent of the remaining length of the boundary of an adjoining lot or
  - Where there are existing or simultaneously constructed walls or carports abutting the boundary on an abutting lot, the length of the existing or simultaneously constructed walls or carports, which ever is the greater.
  - The height of the wall or carport is less than an average of 3 metres with no part higher than 3.6 metres unless abutting a higher existing or simultaneously constructed wall.
- f) Erect or allow to be erected a building on the burdened lot which is opposite an existing habitable room window on an adjoining lot unless the building is designed to consider the following:
- a light court to the existing window should be provided that has a minimum area of 3 square metres and minimum dimension of 1 metre clear to the sky. The calculation of the area may include land on the abutting lot.
  - walls or carports more than 3 metres in height should be set back from the window at least 50 percent of the height of the new wall if the wall is within a 55 degree arc from the centre of the existing window. The arc may be swung to within 35 degrees of the plane of the wall containing the existing window. Where the existing window is above ground floor level, the wall height is measured from the floor level of the room containing the window.

.....continued

ORIGINAL  
SHEET  
SCALE  
A3

SCALE  
0  
LENGTHS ARE IN METRES

LICENSED SURVEYOR

SIGNATURE

DATE

REF

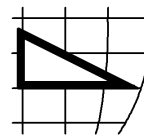
VERSION

90451001v6.LCD



## PEYTON WAITE

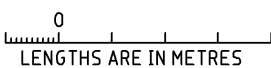

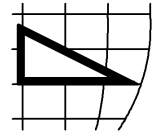
CONSULTING LAND SURVEYORS & TOWN PLANNERS  
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
CERTIFIED QUALITY SYSTEM - ISO 9001 2000 Cert No.842



SHEET 38

DATE  
COUNCIL DELEGATE SIGNATURE

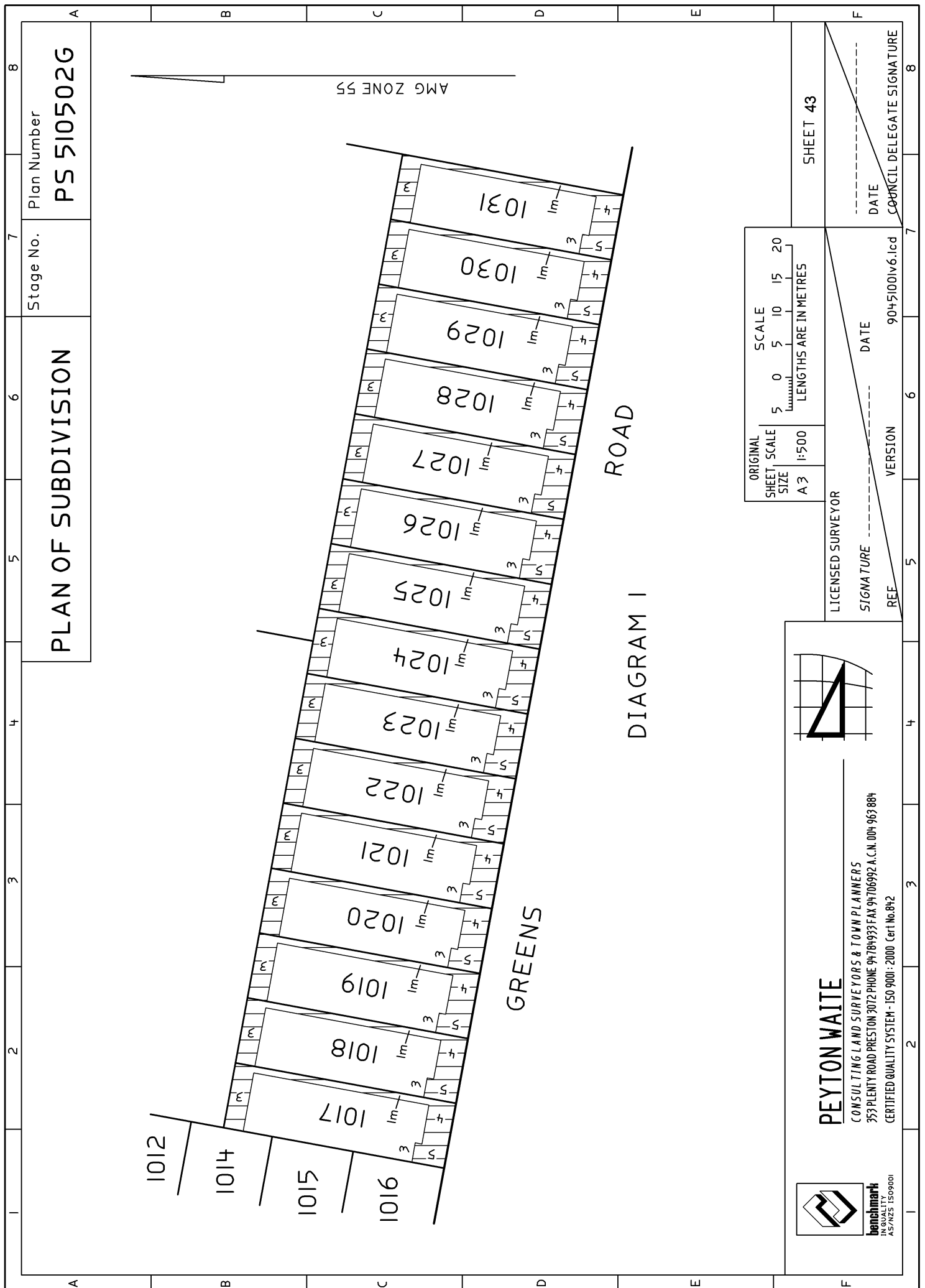
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<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>				Stage No.	Plan Number <h2 style="margin: 0;">PS 510502G</h2>
<h3 style="margin: 0;">CREATION OF RESTRICTION</h3> <p style="margin: 0;">(continued)</p> <h4 style="margin: 0;">DAYLIGHT TO EXISTING HABITABLE WINDOWS</h4>					
<p>g) Erect or allow to be erected a building on the burdened lot which is opposite a north facing habitable room window of an existing dwelling within 3 metres of a boundary on an abutting lot unless the building is designed to consider the following:</p> <ul style="list-style-type: none"> <li>The building should be set back from the boundary 1 metre plus 0.6 metres for every metre of height over 3.6 metres up to 6.9 metres, plus 1 metre for every metre of height over 6.9 metres, for a distance of 3 metres from the edge of each side of the window. A north-facing window is a window with an axis perpendicular to its surface oriented north 20 degrees west to north 30 degrees east.</li> </ul>					
<h4 style="margin: 0;">NORTH-FACING WINDOWS</h4> <p style="margin: 0;">(NOT TO SCALE)</p>					
<p>.....continued</p>					
ORIGINAL SHEET SIZE A3		SCALE LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 90451001v6.LCD	
		<h2 style="margin: 0;">PEYTON WAITE</h2> <p style="margin: 0; font-size: small;">CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS                  353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884                  CERTIFIED QUALITY SYSTEM - ISO 9001 2000 Cert No.842</p>			
				SHEET 39 DATE _____ COUNCIL DELEGATE SIGNATURE _____	
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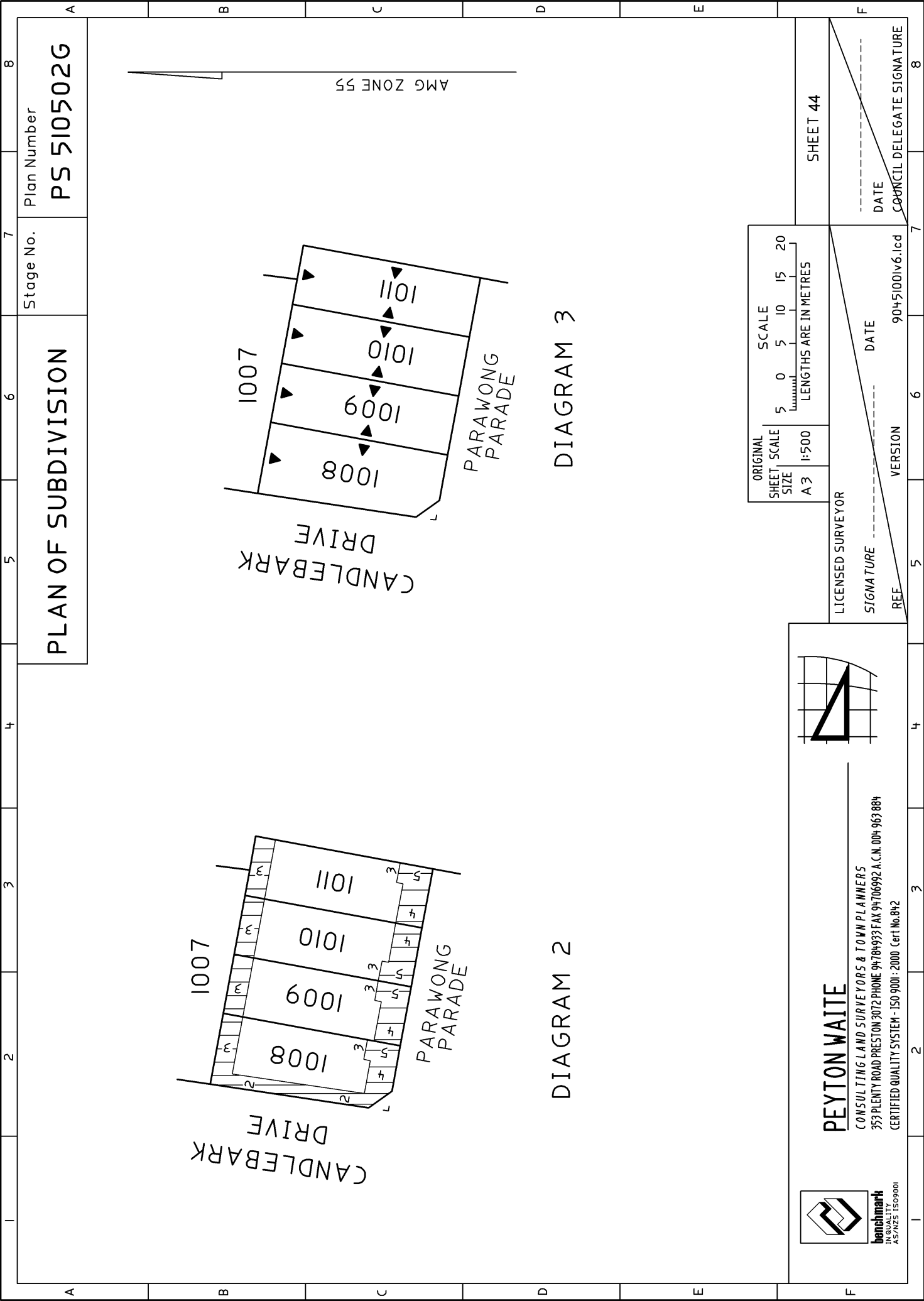
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<b>PLAN OF SUBDIVISION</b>				Stage No.	Plan Number <b>PS 510502G</b>
<u>CREATION OF RESTRICTION</u> (continued)					
<p>h) Erect or allow to be erected a building on the burdened lot which reduces the sunlight to the secluded private open space of an existing dwelling on an abutting lot unless the building is designed to consider:</p> <ul style="list-style-type: none"> <li>• At least 75 percent or 40 square metres with a minimum dimension of 3 metres (which ever is the lesser area) of the secluded private open space should receive a minimum of five hours of sunlight between 9am and 3pm on 22nd September. If the existing sunlight to the secluded private open space of an existing dwelling is less than the requirements set out in clause (k) of this restriction, the amount of sunlight should not be further reduced.</li> </ul>					
<p>i) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"> <li>• A habitable room window, balcony, terrace, deck or patio should be located and designed to avoid direct views into the secluded private open space and habitable room windows of an existing dwelling within a horizontal distance of 9 metres (measured at ground level) of the window, balcony, terrace, deck or patio. Views should be measured within a 45 degree angle from the plane of the window or perimeter of the balcony, terrace, deck or patio, and from a height of 1.7 metres above floor level.</li> </ul> <p>A habitable room window, balcony, terrace, deck or patio with a direct view into a habitable room window of an existing dwelling within a horizontal distance of 9 metres (measured at ground level) of the window, balcony, terrace, deck or patio should be either:</p> <ul style="list-style-type: none"> <li>• Offset a minimum of 1.5 metres from the edge of one window to the edge of the other, or</li> <li>• Have sill heights of at least 1.7 metres above floor level, or</li> <li>• Have obscure glazing in any part of the window below 1.7 metres above floor level, or</li> <li>• Have permanently fixed external screens to at least 1.7 metres above floor level and be no more than 25 per cent transparent.</li> </ul> <p>Obscure glazing in any part of the window below 1.7 metres above floor level may be openable provided that there are no direct views as specified in this standard.</p> <p>Screens used to obscure a view should be:</p> <ul style="list-style-type: none"> <li>• Perforated panels or trellis with a maximum of 25 per cent openings or solid translucent panels.</li> <li>• Permanent, fixed and durable.</li> <li>• Designed and coloured to blend in with the development.</li> </ul> <p>This standard does not apply to a new habitable room window, balcony, terrace, deck or patio which faces a property boundary where there is a visual barrier at least 1.8 metres high and the floor level of the habitable room, balcony, terrace, deck or patio is less than 0.8 metres above ground level at the boundary.</p>					
.....continued					
ORIGINAL SHEET SCALE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 90451001v6.LCD	
		<b>PEYTON WAITE</b> CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001 2000 Cert No. 842			
				SHEET 40 DATE _____ COUNCIL DELEGATE SIGNATURE _____	
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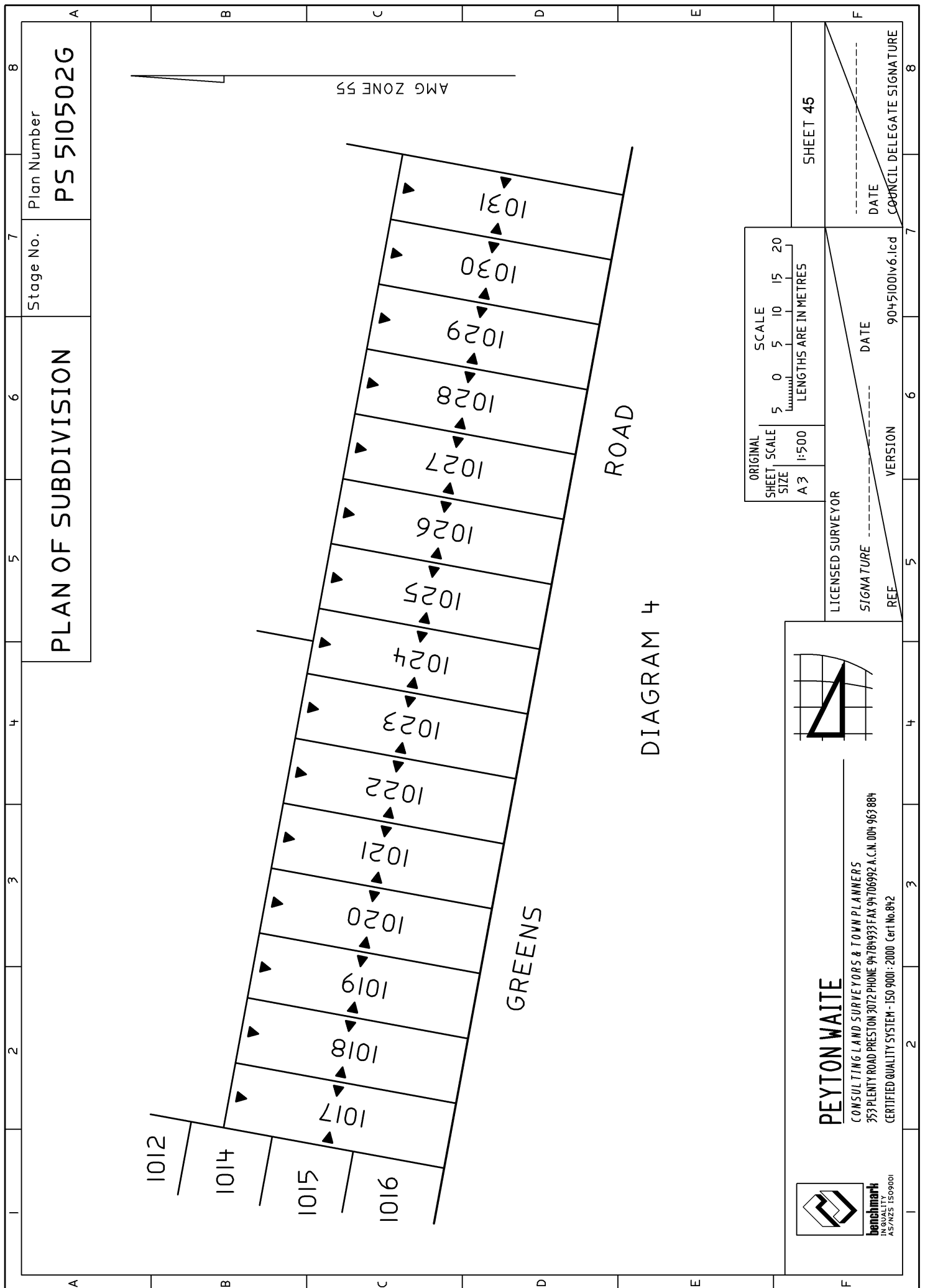







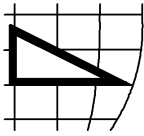


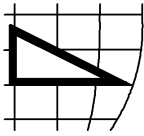


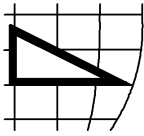
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<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>				Stage No.	Plan Number <h1 style="margin: 0;">PS 510502G</h1>
<h3 style="margin: 0;">CREATION OF RESTRICTION</h3> <p style="margin: 0;">(continued)</p>					
<h4 style="margin: 0;">OVERLOOKING OPEN SPACE</h4>					
<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> </div> <div style="text-align: center;"> </div> </div>					
<p>j) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"> <li>• A window in a habitable room should be located to face:                         <ul style="list-style-type: none"> <li>• An outdoor space clear to the sky or a light court with a minimum area of 3 square metres and minimum dimension of 1 metre clear to the sky, not including land on an abutting lot, or</li> <li>• A verandah provided it is open for at least one third of its perimeter, or</li> <li>• A carport provided it has two or more open sides and is open for at least one third of its perimeter.</li> </ul> </li> </ul>					
<p>k) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"> <li>• A dwelling should have private open space consisting of an area of 80 square metres or 20 percent of the area of the lot, whichever is the lesser, but not less than 40 square metres. At least one part of the private open space should consist of secluded private open space with a minimum area of 25 square metres and a minimum dimension of 3 metres at the side or rear of the dwelling with convenient access from a living room.</li> </ul>					
<p>l) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"> <li>• The private open space should be located on the north side of the dwelling or residential building, if practicable.</li> </ul> <p>The southern boundary of secluded private open space should be set back from any wall on the north of the space at least <math>(2 + 0.9h)</math> metres, where 'h' is the height of the wall.</p>					
<p>.....continued</p>					
ORIGINAL SHEET SIZE A3		SCALE LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 90451001v6.LCD	
		<h2 style="margin: 0;">PEYTON WAITE</h2> <p style="margin: 0; font-size: small;">CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS                  353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884                  CERTIFIED QUALITY SYSTEM - ISO 9001 2000 Cert No. 842</p>			
				SHEET 41	
				DATE _____ COUNCIL DELEGATE SIGNATURE _____	

Signed by: Gary Hugh Waite (Peyton Waite Pty Ltd) Surveyor's Plan Version (9045/10/01 version 6) 09/09/2008

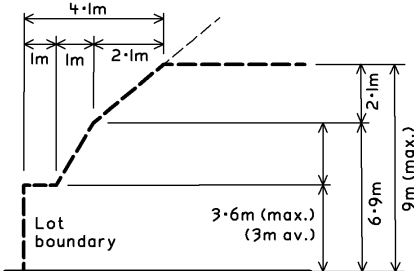


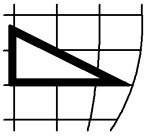






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<b>PLAN OF SUBDIVISION</b>				Stage No.	Plan Number <b>PS 510502G</b>																																								
<p align="center"><u>CREATION OF RESTRICTION</u></p> <p>The following restriction is to be created upon registration of this plan of subdivision.</p> <p>For the purpose of this restriction a building means any structure except a fence and a dwelling means a house.</p> <p align="center">Table of Land to be Burdened and Land to Benefit</p> <table border="1"><thead><tr><th>Land to be Burdened</th><th>Land to Benefit</th></tr></thead><tbody><tr><td>Lot 404</td><td>Lots 403 and 405</td></tr><tr><td>Lot 405</td><td>Lots 404 and 406</td></tr><tr><td>Lot 406</td><td>Lots 405 and 407</td></tr><tr><td>Lot 407</td><td>Lots 406 and 408</td></tr><tr><td>Lot 408</td><td>Lots 407 and 409</td></tr><tr><td>Lot 409</td><td>Lots 408 and 410</td></tr><tr><td>Lot 410</td><td>Lots 409 and 411</td></tr><tr><td>Lot 411</td><td>Lots 410 and 412</td></tr><tr><td>Lot 412</td><td>Lots 411 and 413</td></tr><tr><td>Lot 426</td><td>Lots 425 and 427</td></tr><tr><td>Lot 427</td><td>Lots 426 and 428</td></tr><tr><td>Lot 428</td><td>Lots 427 and 429</td></tr><tr><td>Lot 429</td><td>Lots 428 and 430</td></tr><tr><td>Lot 430</td><td>Lots 429 and 431</td></tr><tr><td>Lot 431</td><td>Lots 430 and 432</td></tr><tr><td>Lot 432</td><td>Lots 431 and 433</td></tr></tbody></table> <p align="center"><u>DESCRIPTION OF RESTRICTION</u></p> <p>Except with the written consent of each and every registered proprietor of a benefiting lot on this plan of subdivision, the registered proprietor or proprietors for the time being of any burdened lot on the plan shall not:</p> <ul style="list-style-type: none"><li>a) Build or allow to be built on the lot more than one private dwelling house together with the usual outbuildings.</li><li>b) Erect or allow to be erected a building on that part of the burdened lot shown thus  on diagrams 1 and 2 on sheet <b>53</b> hereof, except porches, pergolas and verandahs that are less than 3.5 metres high and eaves may encroach not more than 2.5 metres into the area shown thus .</li><li>c) Erect or allow to be erected a building other than a garage on that part of the burdened lot shown thus  on diagrams 1 and 2 on sheet <b>53</b> hereof.</li></ul> <p align="right">.....continued</p> <table border="1"><tr><td>ORIGINAL SHEET SIZE A3</td><td>SCALE  LENGTHS ARE IN METRES</td><td>LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 9045401v9.lcd</td></tr><tr><td> benchmark IN QUALITY AS/NZS 1509001</td><td><b>PEYTON WAITE</b> CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842</td><td> SHEET <b>46</b> DATE _____ COUNCIL DELEGATE SIGNATURE _____</td></tr></table>						Land to be Burdened	Land to Benefit	Lot 404	Lots 403 and 405	Lot 405	Lots 404 and 406	Lot 406	Lots 405 and 407	Lot 407	Lots 406 and 408	Lot 408	Lots 407 and 409	Lot 409	Lots 408 and 410	Lot 410	Lots 409 and 411	Lot 411	Lots 410 and 412	Lot 412	Lots 411 and 413	Lot 426	Lots 425 and 427	Lot 427	Lots 426 and 428	Lot 428	Lots 427 and 429	Lot 429	Lots 428 and 430	Lot 430	Lots 429 and 431	Lot 431	Lots 430 and 432	Lot 432	Lots 431 and 433	ORIGINAL SHEET SIZE A3	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 9045401v9.lcd	 benchmark IN QUALITY AS/NZS 1509001	<b>PEYTON WAITE</b> CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842	 SHEET <b>46</b> DATE _____ COUNCIL DELEGATE SIGNATURE _____
Land to be Burdened	Land to Benefit																																												
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<b>PLAN OF SUBDIVISION</b>								Stage No.		Plan Number <b>PS 510502G</b>											
<p align="center"><u>CREATION OF RESTRICTION</u> (continued)</p> <p>d) Erect or allow to be erected any building on the burdened lot unless the building meets the following criteria: i) the building should not be higher than 9 metres ii) the maximum site coverage should not exceed 60 percent of the site area iii) 20 percent of the site should have permeable surfaces for the absorption of rain water run off iv) two car spaces should be provided per dwelling with: • One space being at least 6 metres long and 3.5 metres wide and covered or capable of being covered • The second space being at least 4.9 metres long and 2.6 metres wide</p> <p>If the car spaces are provided in a garage, carport or otherwise constrained by walls, a double space may be 5.5 metres wide measured inside the garage or carport. A building may project into the car space if it is at least 2.1 metres above the space.</p> <p>e) Erect or allow to be erected a building closer to the side or rear boundary of the burdened lot, shown thus ▲ on diagrams 3 and 4 on sheet <b>54</b> hereof, to be less than the distances shown in the table hereunder.</p> <table border="1"><caption align="center">Table</caption><tr><th>Building height at any point</th><th>Setback from nominated boundary</th></tr><tr><td>3.6 metres with 3 metres average</td><td>0 metres</td></tr><tr><td>3.6 metres</td><td>1 metre</td></tr><tr><td>3.6 metres but not more than 6.9 metres</td><td>1 metre plus an additional distance calculated at the rate of 300mm for every metre of height over 3.6 metres</td></tr><tr><td>more than 6.9 metres</td><td>2 metres plus an additional distance calculated at the rate of 1 metre for every metre of height over 6.9 metres up to 9.0 metres maximum</td></tr></table> <p>Sunblinds, verandahs, porches, eaves, fascias, gutters, masonry chimneys, flues, pipes, domestic fuel or water tanks, and heating or cooling equipment or other services may encroach not more than 0.5 metres into the setbacks. Landings having an area of not more than 2 square metres and less than 1 metre high, stairways, ramps, pergolas, shade sails and carports may encroach into the setbacks of this standard.</p> <p align="right">.....continued</p>												Building height at any point	Setback from nominated boundary	3.6 metres with 3 metres average	0 metres	3.6 metres	1 metre	3.6 metres but not more than 6.9 metres	1 metre plus an additional distance calculated at the rate of 300mm for every metre of height over 3.6 metres	more than 6.9 metres	2 metres plus an additional distance calculated at the rate of 1 metre for every metre of height over 6.9 metres up to 9.0 metres maximum
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more than 6.9 metres	2 metres plus an additional distance calculated at the rate of 1 metre for every metre of height over 6.9 metres up to 9.0 metres maximum																				
<div>ORIGINAL SHEET SIZE A3</div>		<div>SCALE  LENGTHS ARE IN METRES</div>		<div>LICENSED SURVEYOR</div> <div>SIGNATURE _____ DATE _____</div> <div>REF _____ VERSION _____ 904540lv9.lcd</div>																	
<div> benchmark IN QUALITY AS/NZS 1509:2001</div>		<div>PEYTON WAITE CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842</div>						<div></div> <div>SHEET <b>47</b></div> <div>DATE _____ COUNCIL DELEGATE SIGNATURE _____</div>													

1	2	3	4	5	6
<b>PLAN OF SUBDIVISION</b>				Stage No.	Plan Number <b>PS 510502G</b>
<p align="center"><u>CREATION OF RESTRICTION</u> (continued)</p> <p align="center"><b>SIDE AND REAR SETBACKS</b> (NOT TO SCALE)</p>  <p>f) Erect or allow to be erected a wall on or within 150mm of a side or rear boundary of a lot or a carport constructed on or within 1 metre of a side or rear boundary of a lot unless:</p> <ul style="list-style-type: none"><li>i) • The length of that wall is less than 10 metres plus 25 percent of the remaining length of the boundary of an adjoining lot or</li><li>• Where there are existing or simultaneously constructed walls or carports abutting the boundary on an abutting lot, the length of the existing or simultaneously constructed walls or carports, which ever is the greater.</li><li>ii) The height of the wall or carport is less than an average of 3 metres with no part higher than 3.6 metres unless abutting a higher existing or simultaneously constructed wall.</li></ul> <p>g) Erect or allow to be erected a building on the burdened lot which is opposite an existing habitable room window on an adjoining lot unless the building is designed to consider the following:</p> <ul style="list-style-type: none"><li>i) a light court to the existing window should be provided that has a minimum area of 3 square metres and minimum dimension of 1 metre clear to the sky. The calculation of the area may include land on the abutting lot.</li><li>ii) walls or carports more than 3 metres in height should be set back from the window at least 50 percent of the height of the new wall if the wall is within a 55 degree arc from the centre of the existing window. The arc may be swung to within 35 degrees of the plane of the wall containing the existing window. Where the existing window is above ground floor level, the wall height is measured from the floor level of the room containing the window.</li></ul> <p align="right">.....continued</p>					
ORIGINAL SHEET SCALE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 9045401v9.lcd	
 benchmark IN QUALITY AS/NZS 1509001		PEYTON WAITE CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842		 SHEET 48 DATE _____ COUNCIL DELEGATE SIGNATURE _____	



# PLAN OF SUBDIVISION

Stage No.

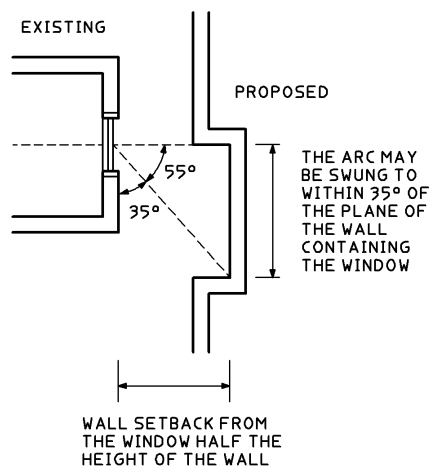
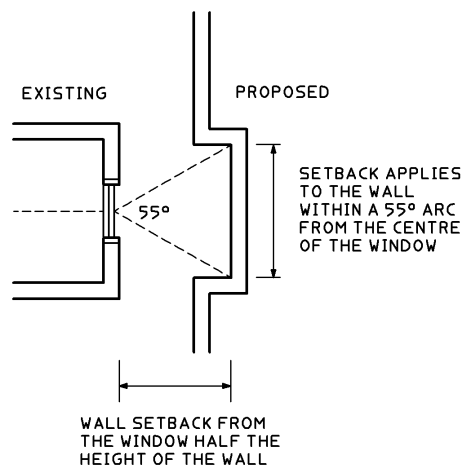
Plan Number

PS 510502G

## CREATION OF RESTRICTION

(continued)

### DAYLIGHT TO EXISTING HABITABLE WINDOWS

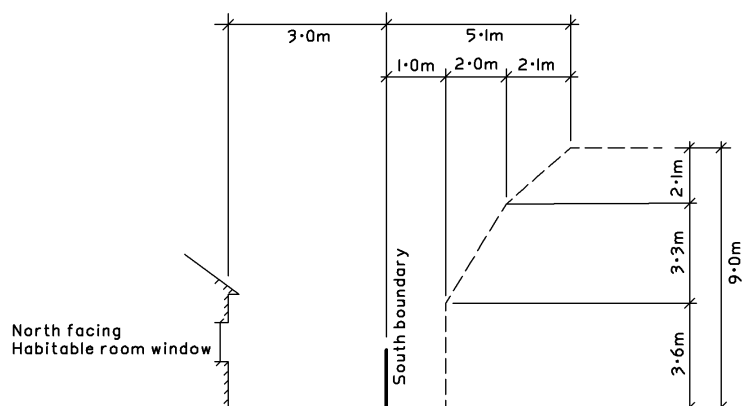


h) Erect or allow to be erected a building on the burdened lot which is opposite a north facing habitable room window of an existing dwelling within 3 metres of a boundary on an abutting lot unless the building is designed to consider the following:

- The building should be set back from the boundary 1 metre plus 0.6 metres for every metre of height over 3.6 metres up to 6.9 metres, plus 1 metre for every metre of height over 6.9 metres, for a distance of 3 metres from the edge of each side of the window. A north-facing window is a window with an axis perpendicular to its surface oriented north 20 degrees west to north 30 degrees east.

### NORTH-FACING WINDOWS

(NOT TO SCALE)



.....continued

ORIGINAL  
SHEET  
SCALE  
SIZE  
A3

SCALE

LENGTHS ARE IN METRES

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SIGNATURE

DATE

REF

VERSION

9045401v9.lcd

SHEET 49



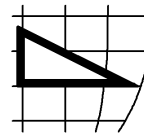
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AS/NZS ISO9001

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS



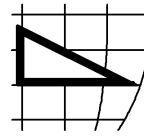
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884

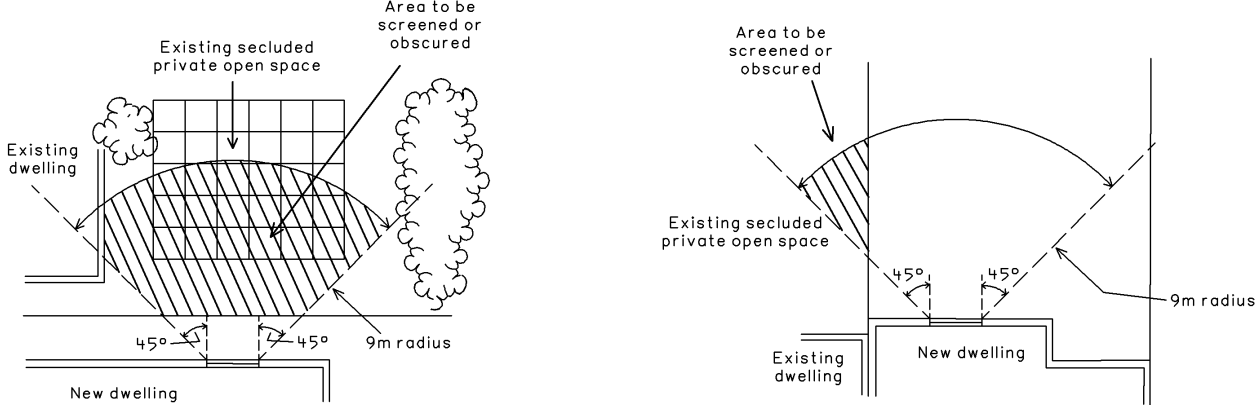
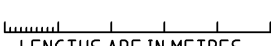

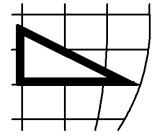
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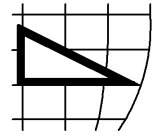


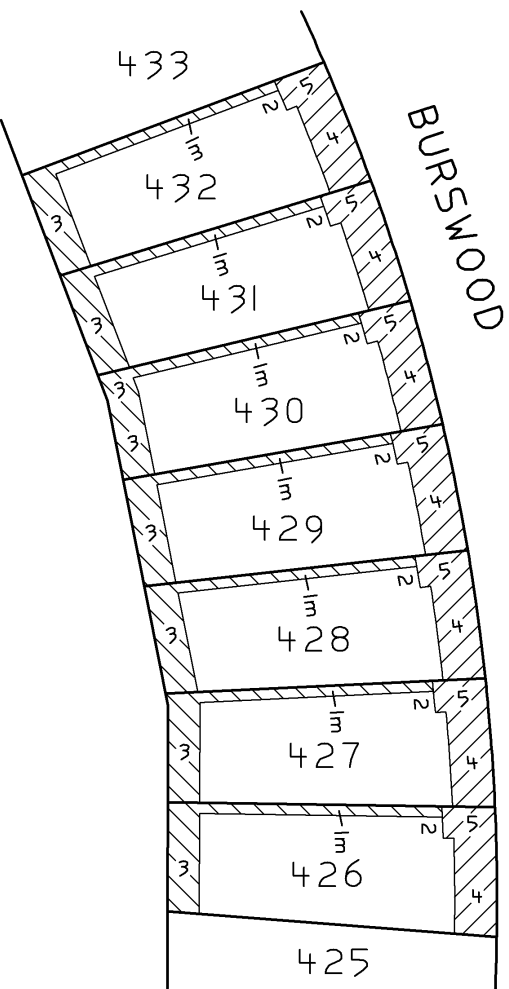
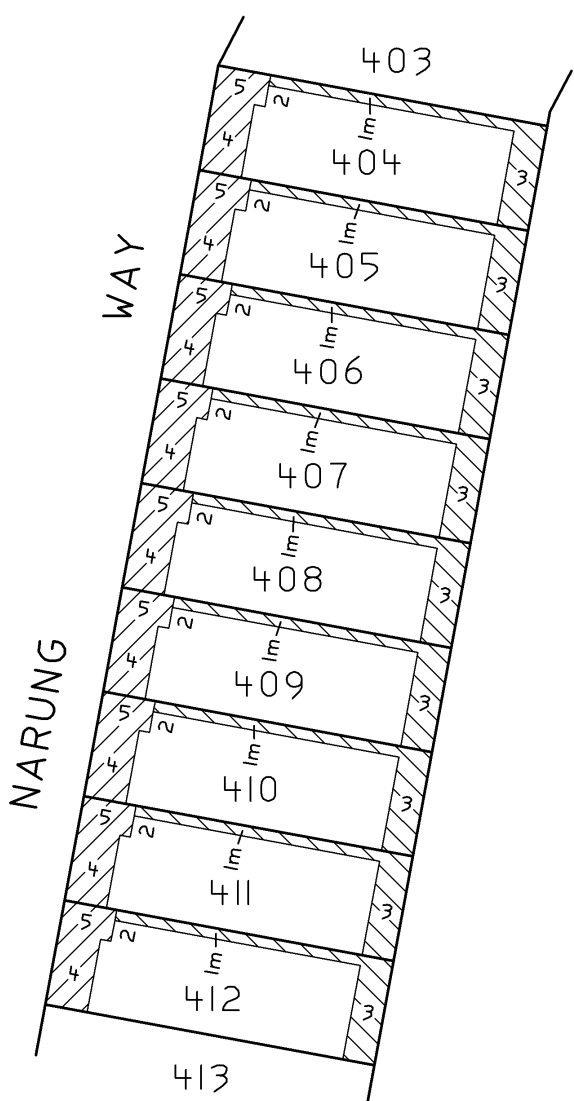

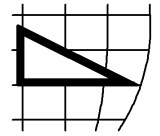
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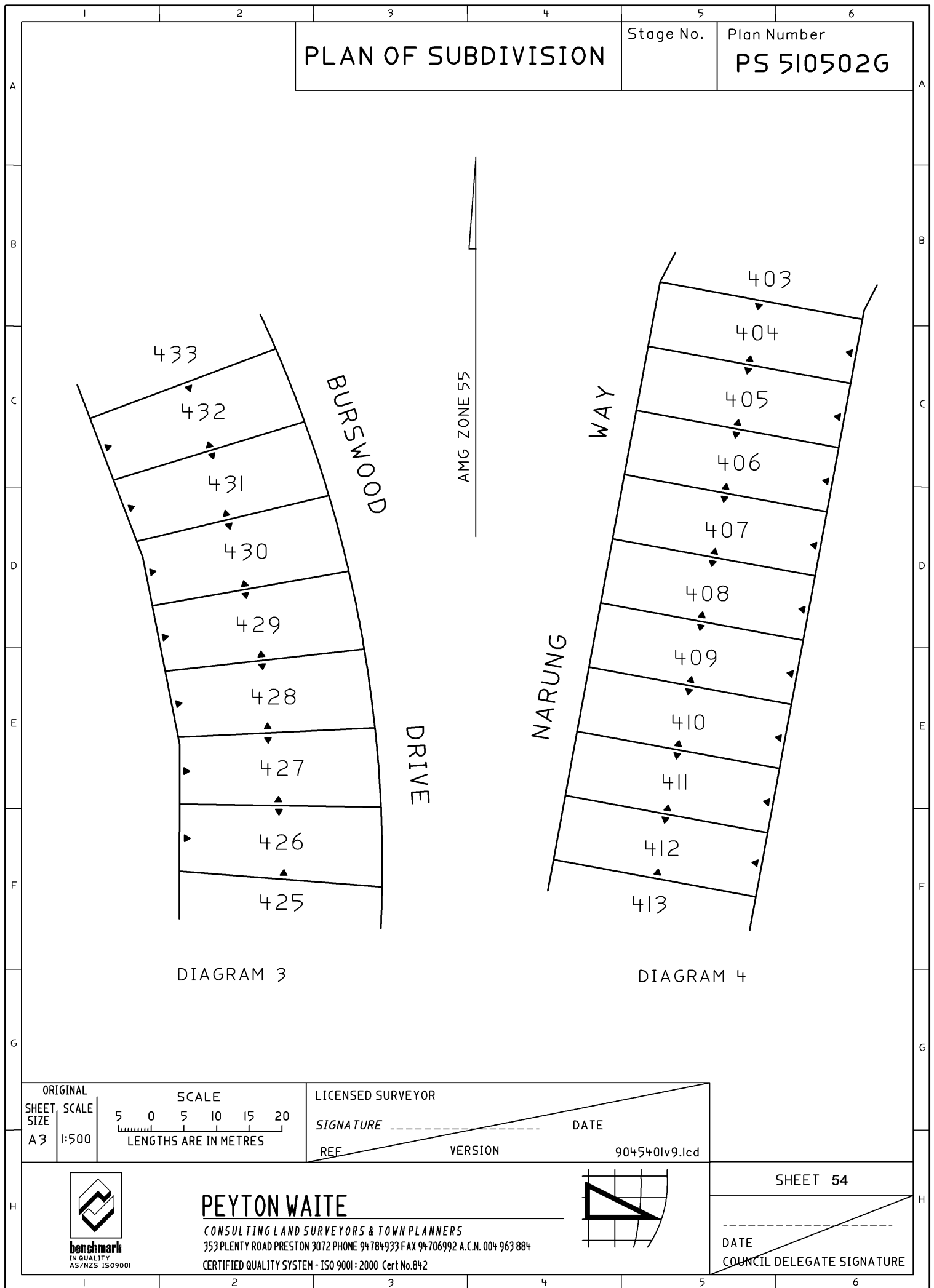
COUNCIL DELEGATE SIGNATURE

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<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>				Stage No.	Plan Number <h3 style="margin: 0;">PS 510502G</h3>
<h3 style="margin: 0;">CREATION OF RESTRICTION</h3> <p style="margin: 0;">(continued)</p>					
<p>i) Erect or allow to be erected a building on the burdened lot which reduces the sunlight to the secluded private open space of an existing dwelling on an abutting lot unless the building is designed to consider:</p> <ul style="list-style-type: none"> <li>• At least 75 percent or 40 square metres with a minimum dimension of 3 metres (which ever is the lesser area) of the secluded private open space should receive a minimum of five hours of sunlight between 9am and 3pm on 22nd September. If the existing sunlight to the secluded private open space of an existing dwelling is less than the requirements set out in clause (l) of this restriction, the amount of sunlight should not be further reduced.</li> </ul> <p>j) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"> <li>• A habitable room window, balcony, terrace, deck or patio should be located and designed to avoid direct views into the secluded private open space and habitable room windows of an existing dwelling within a horizontal distance of 9 metres (measured at ground level) of the window, balcony, terrace, deck or patio. Views should be measured within a 45 degree angle from the plane of the window or perimeter of the balcony, terrace, deck or patio, and from a height of 1.7 metres above floor level.</li> </ul> <p>A habitable room window, balcony, terrace, deck or patio with a direct view into a habitable room window of an existing dwelling within a horizontal distance of 9 metres (measured at ground level) of the window, balcony, terrace, deck or patio should be either:</p> <ul style="list-style-type: none"> <li>• Offset a minimum of 1.5 metres from the edge of one window to the edge of the other, or</li> <li>• Have sill heights of at least 1.7 metres above floor level, or</li> <li>• Have obscure glazing in any part of the window below 1.7 metres above floor level, or</li> <li>• Have permanently fixed external screens to at least 1.7 metres above floor level and be no more than 25 per cent transparent.</li> </ul> <p>Obscure glazing in any part of the window below 1.7 metres above floor level may be openable provided that there are no direct views as specified in this standard.</p> <p>Screens used to obscure a view should be:</p> <ul style="list-style-type: none"> <li>• Perforated panels or trellis with a maximum of 25 per cent openings or solid translucent panels.</li> <li>• Permanent, fixed and durable.</li> <li>• Designed and coloured to blend in with the development.</li> </ul> <p>This standard does not apply to a new habitable room window, balcony, terrace, deck or patio which faces a property boundary where there is a visual barrier at least 1.8 metres high and the floor level of the habitable room, balcony, terrace, deck or patio is less than 0.8 metres above ground level at the boundary.</p> <p style="text-align: right; margin-top: 20px;">.....continued</p>					
ORIGINAL SHEET SCALE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 904540lv9.lcd	
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PLAN OF SUBDIVISION				Stage No.		Plan Number PS 510502G					
CREATION OF RESTRICTION (continued)											
OVERLOOKING OPEN SPACE											
											
<p>k) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"><li>• A window in a habitable room should be located to face:<ul style="list-style-type: none"><li>• An outdoor space clear to the sky or a light court with a minimum area of 3 square metres and minimum dimension of 1 metre clear to the sky, not including land on an abutting lot, or</li><li>• A verandah provided it is open for at least one third of its perimeter, or</li><li>• A carport provided it has two or more open sides and is open for at least one third of its perimeter.</li></ul></li></ul>											
<p>l) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"><li>• A dwelling should have private open space consisting of an area of 80 square metres or 20 percent of the area of the lot, whichever is the lesser, but not less than 40 square metres. At least one part of the private open space should consist of secluded private open space with a minimum area of 25 square metres and a minimum dimension of 3 metres at the side or rear of the dwelling with convenient access from a living room.</li></ul>											
<p>m) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"><li>• The private open space should be located on the north side of the dwelling or residential building, if practicable.</li></ul> <p>The southern boundary of secluded private open space should be set back from any wall on the north of the space at least <math>(2 + 0.9h)</math> metres, where 'h' is the height of the wall.</p>											
.....continued											
ORIGINAL SHEET SIZE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 9045401v9.lcd							
 benchmark IN QUALITY AS/NZS 1509001		PEYTON WAITE CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842									
						SHEET 51 DATE _____ COUNCIL DELEGATE SIGNATURE _____					

1	2	3	4	5	6
<b>PLAN OF SUBDIVISION</b>				Stage No.	Plan Number <b>PS 510502G</b>
<p style="text-align: center;"><u>CREATION OF RESTRICTION</u> (continued)</p> <p>n) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"><li>• The design of buildings, including:<ul style="list-style-type: none"><li>• Façade articulation and detailing,</li><li>• Window and door proportions,</li><li>• Roof form, and</li><li>• Verandahs, eaves and parapets,</li></ul>should respect the preferred neighbourhood character.</li></ul> <p>Garages and carports should be visually compatible with the development and the existing or preferred neighbourhood character.</p> <p>o) Erect or allow to be erected a building on the burdened lot unless the building meets the following criteria:</p> <ul style="list-style-type: none"><li>• The design of front fences should complement the design of the dwelling and any front fences on adjoining properties.</li></ul> <p>A front fence within 3 metres of a street should not exceed 1.5 metres in height.</p> <p>This restriction shall cease to have effect on the 31st December 2017.</p>					
<p>ORIGINAL SHEET SIZE A3</p>		<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>		<p>LICENSED SURVEYOR</p> <p>SIGNATURE _____ DATE _____</p> <p>REF _____ VERSION _____ 9045401v9.lcd</p>	
 <p><b>benchmark</b> IN QUALITY AS/NZS ISO9001</p>		<p><b>PEYTON WAITE</b></p> <p>CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842</p>		 <p>SHEET 52</p> <p>DATE _____ COUNCIL DELEGATE SIGNATURE _____</p>	

1		2		3		4		5		6	
PLAN OF SUBDIVISION						Stage No.		Plan Number PS 510502G			
											
DIAGRAM 1						DIAGRAM 2					
ORIGINAL SHEET SIZE A3		SCALE 1:500		SCALE 5 0 5 10 15 20 LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 9045401v9.lcd					
		PEYTON WAITE CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884 CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842						SHEET 53 DATE _____ COUNCIL DELEGATE SIGNATURE _____			



# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510502G


## CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan of subdivision.  
For the purpose of this restriction a building means any structure except a fence.

Table of Land to be Burdened and Land to Benefit

Land to be Burdened	Land to Benefit
Lot 1101	Lots 1102, 1115, 1119, 1120 and 1121
Lot 1102	Lots 1101, 1103, 1114 and 1115
Lot 1103	Lots 1102, 1104 and 1114
Lot 1104	Lots 1103, 1105, 1113 and 1114
Lot 1105	Lots 1104, 1106, 1112 and 1113
Lot 1106	Lots 1105, 1107, 1108, 1109 and 1112
Lot 1107	Lots 1106 and 1108
Lot 1108	Lots 1106, 1107 and 1109
Lot 1109	Lots 1106, 1108, 1110, 1111 and 1112
Lot 1110	Lots 1109 and 1111
Lot 1111	Lots 1109, 1110 and 1112
Lot 1112	Lots 1105, 1106, 1109, 1111 and 1113
Lot 1113	Lots 1104, 1105, 1112 and 1114
Lot 1114	Lots 1102, 1103, 1104, 1113 and 1115
Lot 1115	Lots 1101, 1102, 1114, 1116, 1117 and 1118
Lot 1116	Lots 1115 and 1117
Lot 1117	Lots 1115, 1116 and 1118
Lot 1118	Lots 1115, 1117 and 1119
Lot 1119	Lots 1101, 1118 and 1120
Lot 1120	Lots 1101, 1119 and 1121
Lot 1121	Lots 1101 and 1120

Except with the written consent of each and every proprietor of a benefiting lot on the plan of subdivision (the plan), the registered proprietor or proprietors for the time being of any burdened lot on the plan shall not:

- Build or allow to be built more than one dwelling on the burdened lot.
- Erect or allow to be erected a building on that part of the burdened lot shown thus  on the Building Setback Plan on sheet 56 hereof.
- Construct any building which is not in accordance with the setback criteria shown on the Building Setback Plan on sheet 56 hereof.

This Restriction shall cease to have effect on the 31st December 2017.

ORIGINAL  
SHEET  
SCALE  
SIZE  
A3

SCALE  
0  
LENGTHS ARE IN METRES

LICENSED SURVEYOR

SIGNATURE

DATE

REF

VERSION

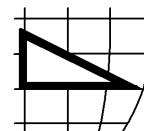
904511A03v8.lcd



benchmark  
IN QUALITY  
AS/NZS ISO9001

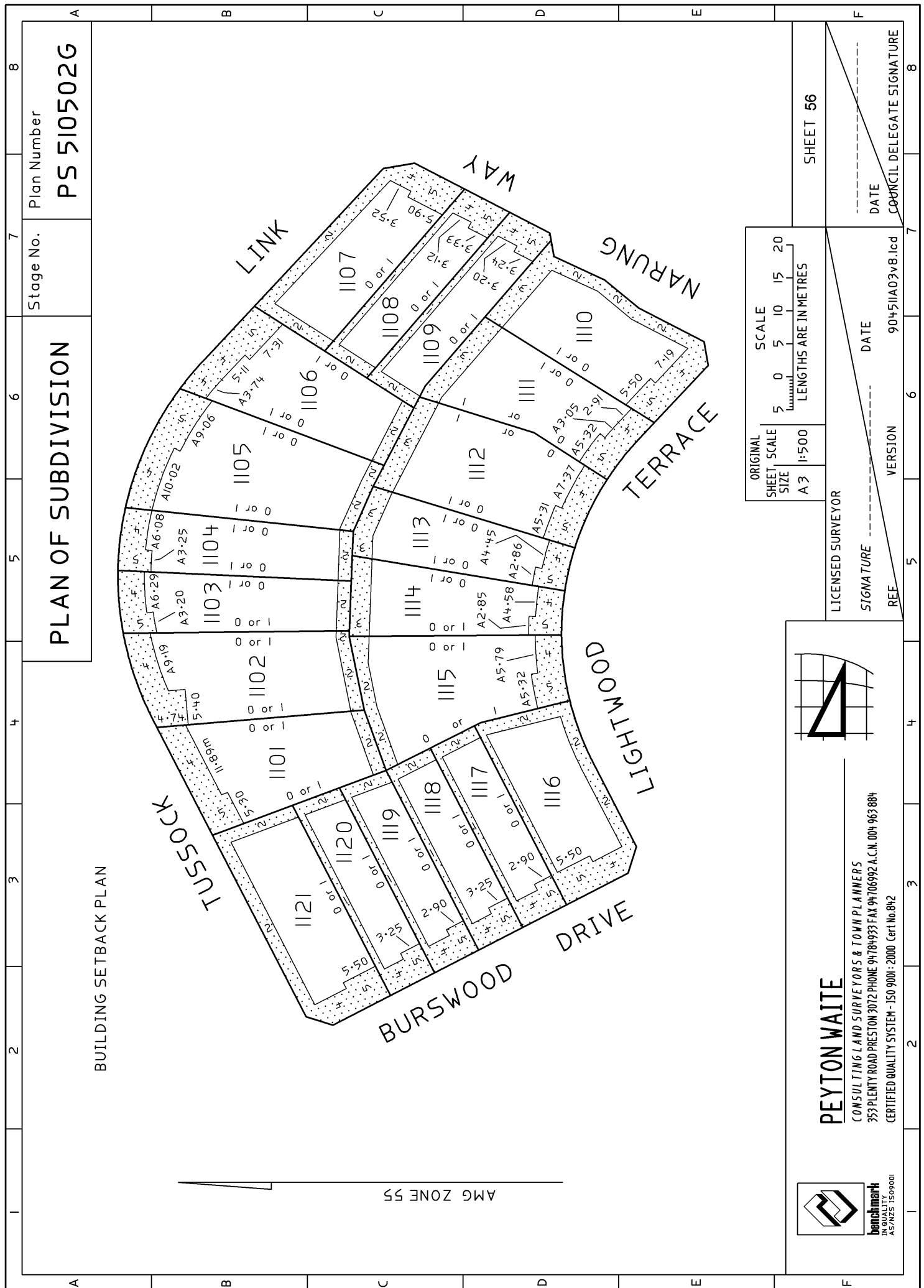
### PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
CERTIFIED QUALITY SYSTEM - ISO 9001:2000 Cert No.842

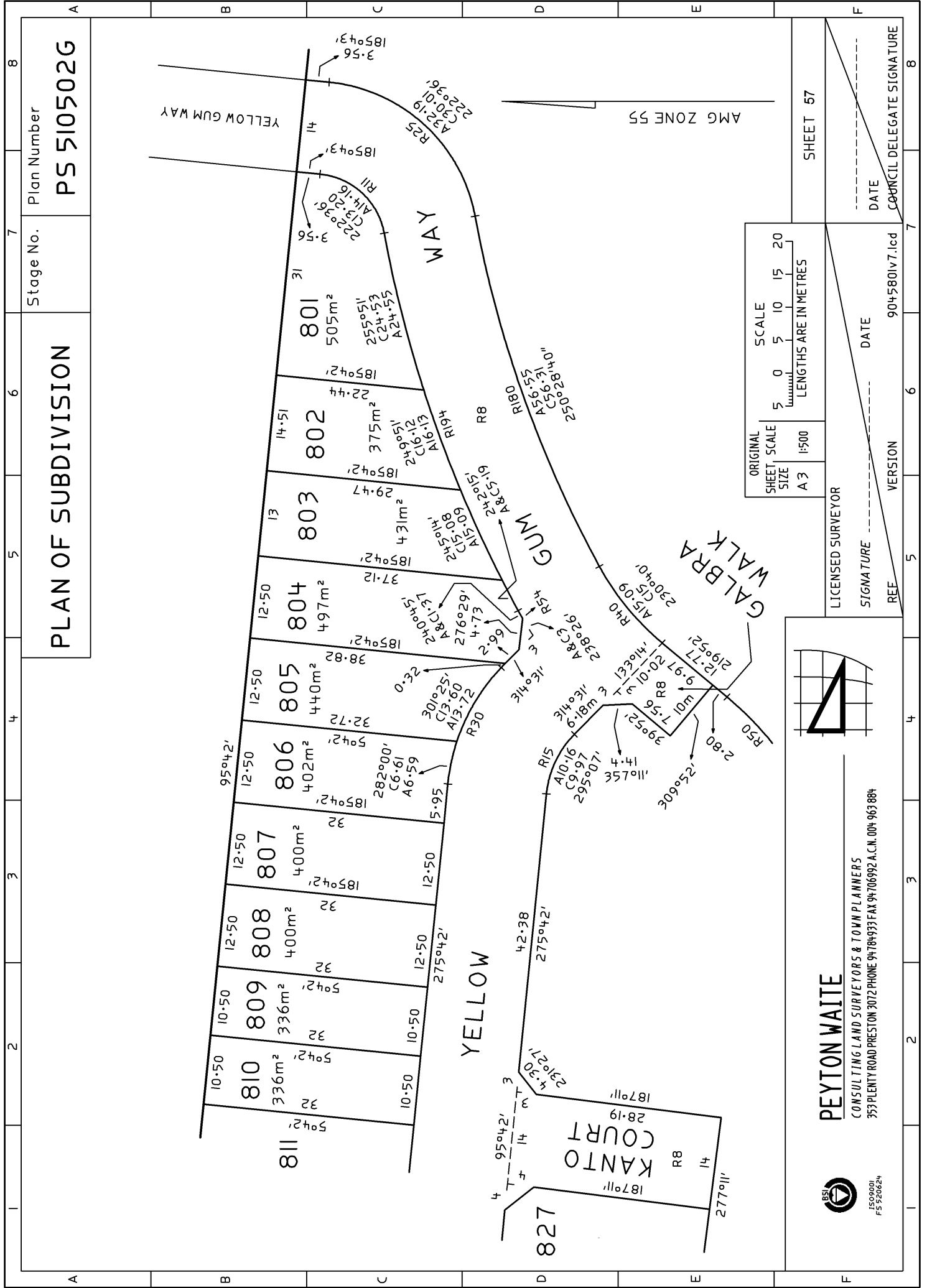


SHEET 55

DATE  
COUNCIL DELEGATE SIGNATURE


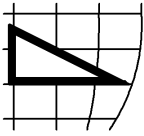








1	2	3	4	5	6												
<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>				Stage No.	Plan Number <h3 style="margin: 0;">PS 510502G</h3>												
<p><u>CREATION OF RESTRICTION</u></p> <p>The following restriction is to be created upon registration of this plan of subdivision.</p> <p>For the purpose of this restriction a building means any structure except a fence.</p> <p>Table of Land to Benefit and Land to be Burdened:</p> <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Land to Benefit</th> <th style="padding: 5px;">Land to be Burdened</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Lots 808 and 810</td> <td style="padding: 5px;">Lot 809</td> </tr> <tr> <td style="padding: 5px;">Lots 809 and 811</td> <td style="padding: 5px;">Lot 810</td> </tr> <tr> <td style="padding: 5px;">Lots 810 and 812</td> <td style="padding: 5px;">Lot 811</td> </tr> <tr> <td style="padding: 5px;">Lots 811 and 813</td> <td style="padding: 5px;">Lot 812</td> </tr> <tr> <td style="padding: 5px;">Lots 812 and 814</td> <td style="padding: 5px;">Lot 813</td> </tr> </tbody> </table> <p style="text-align: center; margin: 10px 0;"><u>DESCRIPTION OF RESTRICTION</u></p> <p>Except with the written consent of each and every proprietor of a benefiting lot on the plan of subdivision (the plan), the registered proprietor or proprietors for the time being of any burdened lot on the plan shall not:</p> <ol style="list-style-type: none"> <li>a) Build or allow to be built more than one dwelling on the burdened lot.</li> <li>b) Erect or allow to be erected a building on that part of the burdened lot shown thus       on diagram 1 on sheet <b>60</b> hereof.</li> <li>c) Erect or allow to be erected a building on that part of the burdened lot shown thus ///// on diagram 1 on sheet <b>60</b> hereof.</li> <li>d) Erect or allow to be erected any building on the burdened lot higher than 9.0m.</li> <li>e) Erect or allow to be erected a building on the side or rear boundary of the burdened lot shown thus ■ on diagram 2 on sheet <b>60</b> hereof, to be higher than 9.0 metres.</li> </ol> <p style="margin-top: 20px;">This Restriction will cease on the 30th June 2019.</p>						Land to Benefit	Land to be Burdened	Lots 808 and 810	Lot 809	Lots 809 and 811	Lot 810	Lots 810 and 812	Lot 811	Lots 811 and 813	Lot 812	Lots 812 and 814	Lot 813
Land to Benefit	Land to be Burdened																
Lots 808 and 810	Lot 809																
Lots 809 and 811	Lot 810																
Lots 810 and 812	Lot 811																
Lots 811 and 813	Lot 812																
Lots 812 and 814	Lot 813																
ORIGINAL SHEET SIZE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR SIGNATURE _____ DATE _____ REF _____ VERSION _____ 9045801v7.lcd													
<div style="display: inline-block; text-align: left; margin-top: 10px;"> <h3 style="margin: 0;">PEYTON WAITE</h3> <p style="margin: 0; font-size: 0.8em;">CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS</p> <p style="margin: 0; font-size: 0.7em;">353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884</p> </div>				SHEET 59 <hr style="border: 0; border-top: 1px dashed black; margin: 5px 0;"/> DATE _____ COUNCIL DELEGATE SIGNATURE _____													
1	2	3	4	5	6												

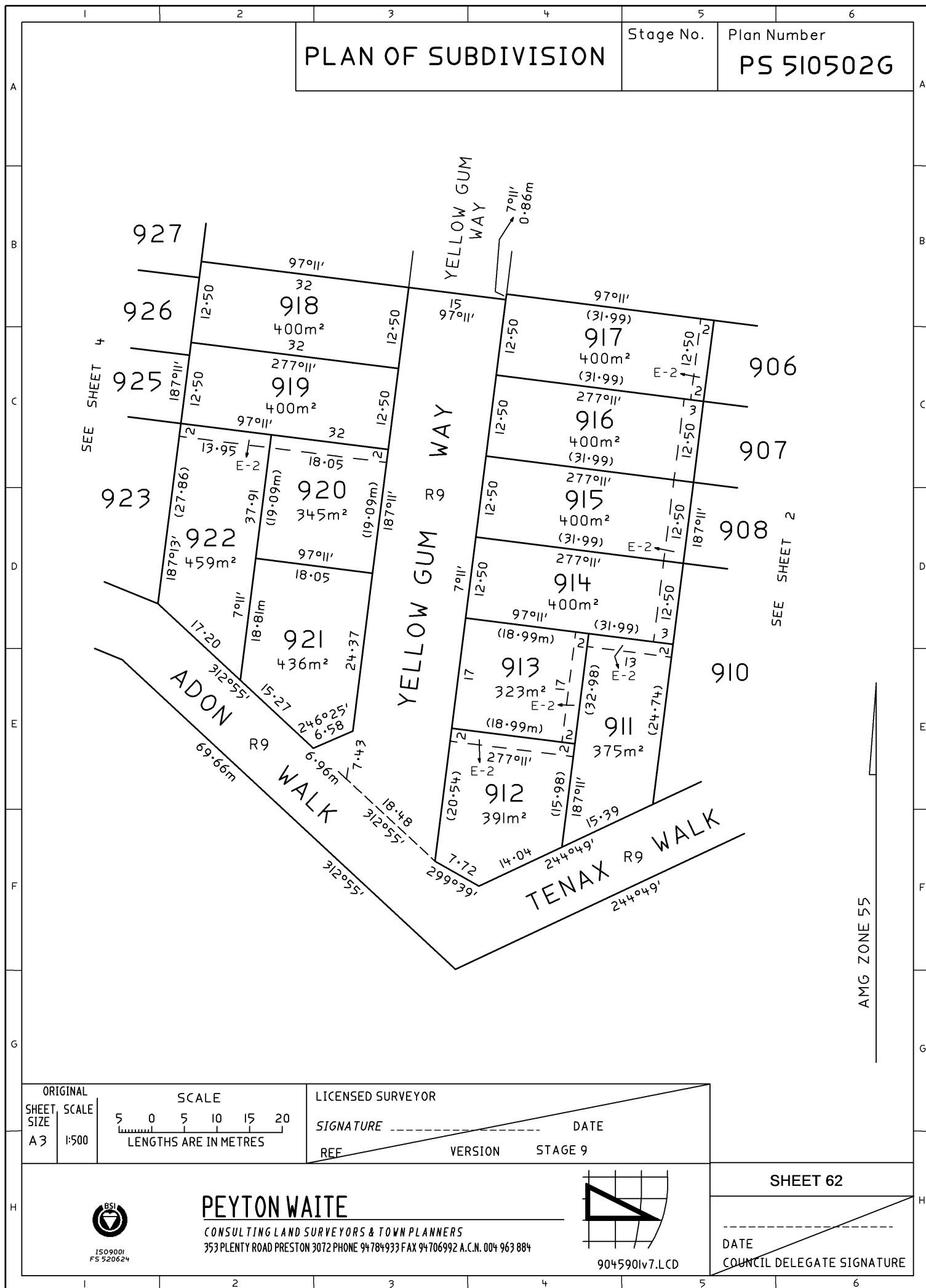
1		2		3		4		5		6	
PLAN OF SUBDIVISION				Stage No.		Plan Number PS 510502G					
<div><div>814 813 812 811 810 809 808</div><div>YELLOW GUM WAY</div><div>DIAGRAM 1</div><div>814 813 812 811 810 809 808</div><div>YELLOW GUM WAY</div><div>DIAGRAM 2</div></div>											
<div><div>AMG ZONE 55</div><div><div>ORIGINAL SHEET SIZE A3</div><div>SCALE 1:750</div></div><div><div>SCALE 7.50 0 7.50 15 22.50 30</div><div>LENGTHS ARE IN METRES</div></div><div><div>LICENSED SURVEYOR</div><div>SIGNATURE _____ DATE _____</div><div>REF _____ VERSION _____ 904580lv7.lcd</div></div><div><div><div>PEYTON WAITE CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884</div></div><div><div></div><div>SHEET 60 DATE _____ COUNCIL DELEGATE SIGNATURE _____</div></div></div></div>											
1		2		3		4		5		6	

## PS 510502G



AMG ZONE 55

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



ORIGINAL  
SHEET  
SIZE  
A3

SCALE  
1:500  
5 0 5 10 15 20  
LENGTHS ARE IN METRES

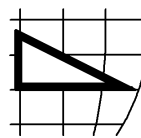
LICENSED SURVEYOR

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
REF \_\_\_\_\_ VERSION \_\_\_\_\_ STAGE 9



**PEYTON WAITE**

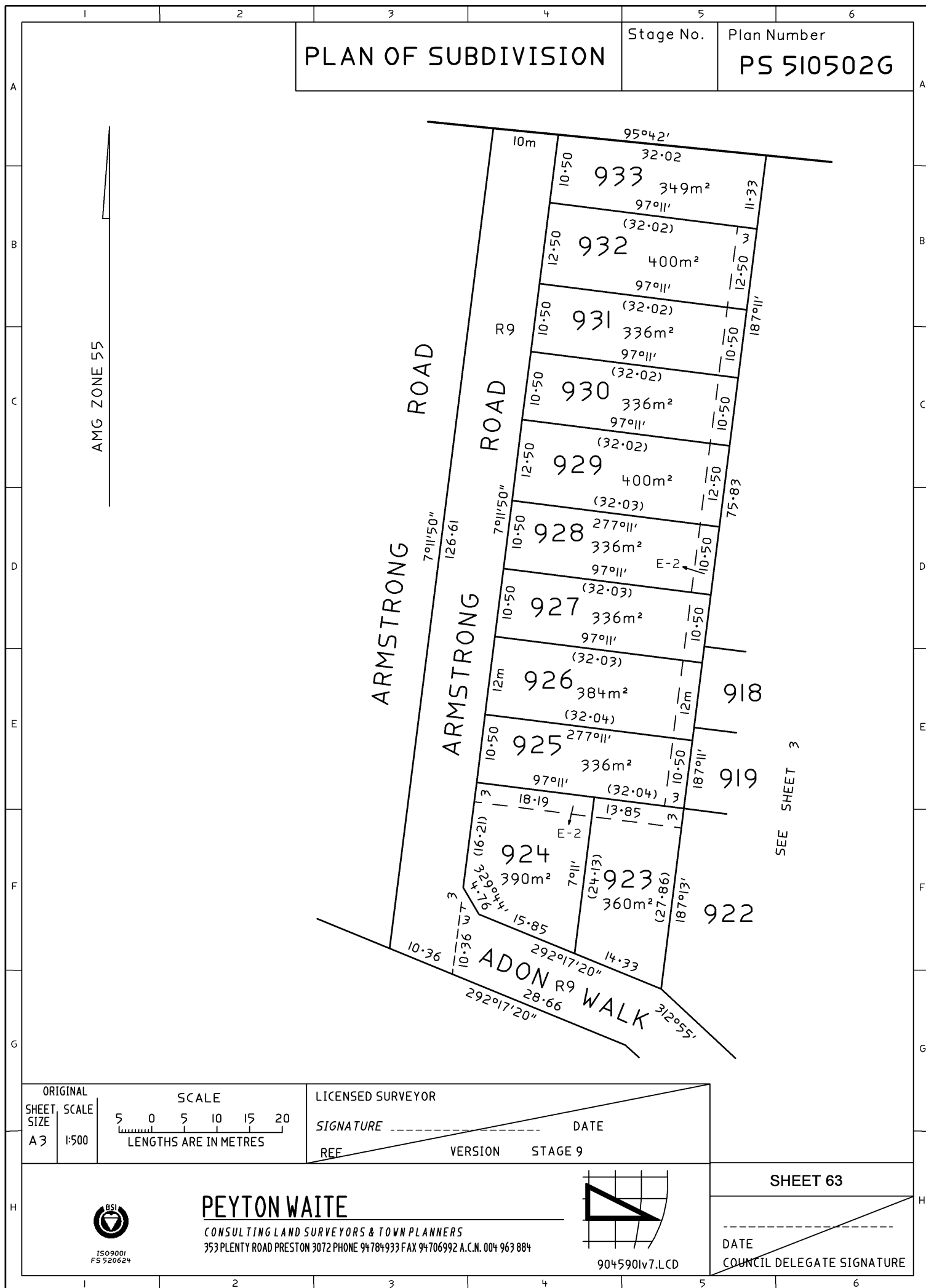
CONSULTING LAND SURVEYORS & TOWN PLANNERS  
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884



9045901v7.LCD

SHEET 62

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510502G

## CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan of subdivision.

For the purpose of this restriction a building means any structure except a fence

Table of Land to Benefit and Land to be Burdened:

Land to Benefit	Land to be Burdened
Lots 911, 912 and 914	Lot 913
Lots 919, 921 and 922	Lot 920
Lots 923, 924 and 926	Lot 925
Lots 926 and 928	Lot 927
Lots 927 and 929	Lot 928
Lots 929 and 931	Lot 930
Lots 930 and 932	Lot 931
Lot 932	Lot 933

## DESCRIPTION OF RESTRICTION

Except with the written consent of each and every proprietor of a benefiting lot on the plan of subdivision (the plan), the registered proprietor or proprietors for the time being of any burdened lot on the plan shall not:

- Build or allow to be built more than one dwelling on the burdened lot.
- Erect or allow to be erected a building on that part of the burdened lot shown thus ||||| on diagrams 1 and 2 on sheet **66** hereof.
- Erect or allow to be erected a building other than a garage on that part of the burdened lot shown thus // on diagrams 1 and 2 on sheet **66** hereof.
- Erect or allow to be erected any building on the burdened lot higher than 9.0m.

continued

ORIGINAL  
SHEET  
SCALE  
A3

SCALE  
0  
LENGTHS ARE IN METRES

LICENSED SURVEYOR

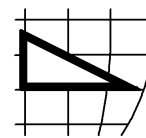
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REF \_\_\_\_\_ VERSION \_\_\_\_\_ STAGE 9



**PEYTON WAITE**

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9045901v7.LCD

SHEET 64

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 510502G

- e) Erect or allow to be erected a building closer to a side or rear boundary of the burdened lot, shown thus ▲ on diagrams 3 and 4 on sheet **67** hereof, to be less than the distances shown in table I hereunder.

Table I	
Building height at any point	Setback from nominated boundary
3.6 metres.	0 metres
3.6 metres.	1.0 metres
3.6 metres but not more than 6.9 metres.	1.0 metres plus an additional distance calculated at the rate of 300 mm for every metre of height over 3.6 metres.
More than 6.9 metres.	2.0 metres plus an additional distance calculated at the rate of 1 metre for every metre of height over 6.9 metres.

- f) Erect or allow to be erected a building on the side or rear boundary of the burdened lot shown thus ■ on diagrams 3 and 4 on sheet **67** hereof, to be higher than 9.0 metres.

This Restriction will cease on the 30th June 2019.

ORIGINAL  
SHEET  
SCALE  
A3

SCALE  
0  
LENGTHS ARE IN METRES

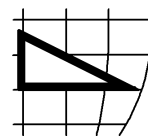
LICENSED SURVEYOR

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
REF \_\_\_\_\_ VERSION \_\_\_\_\_ STAGE 9



## PEYTON WAITE

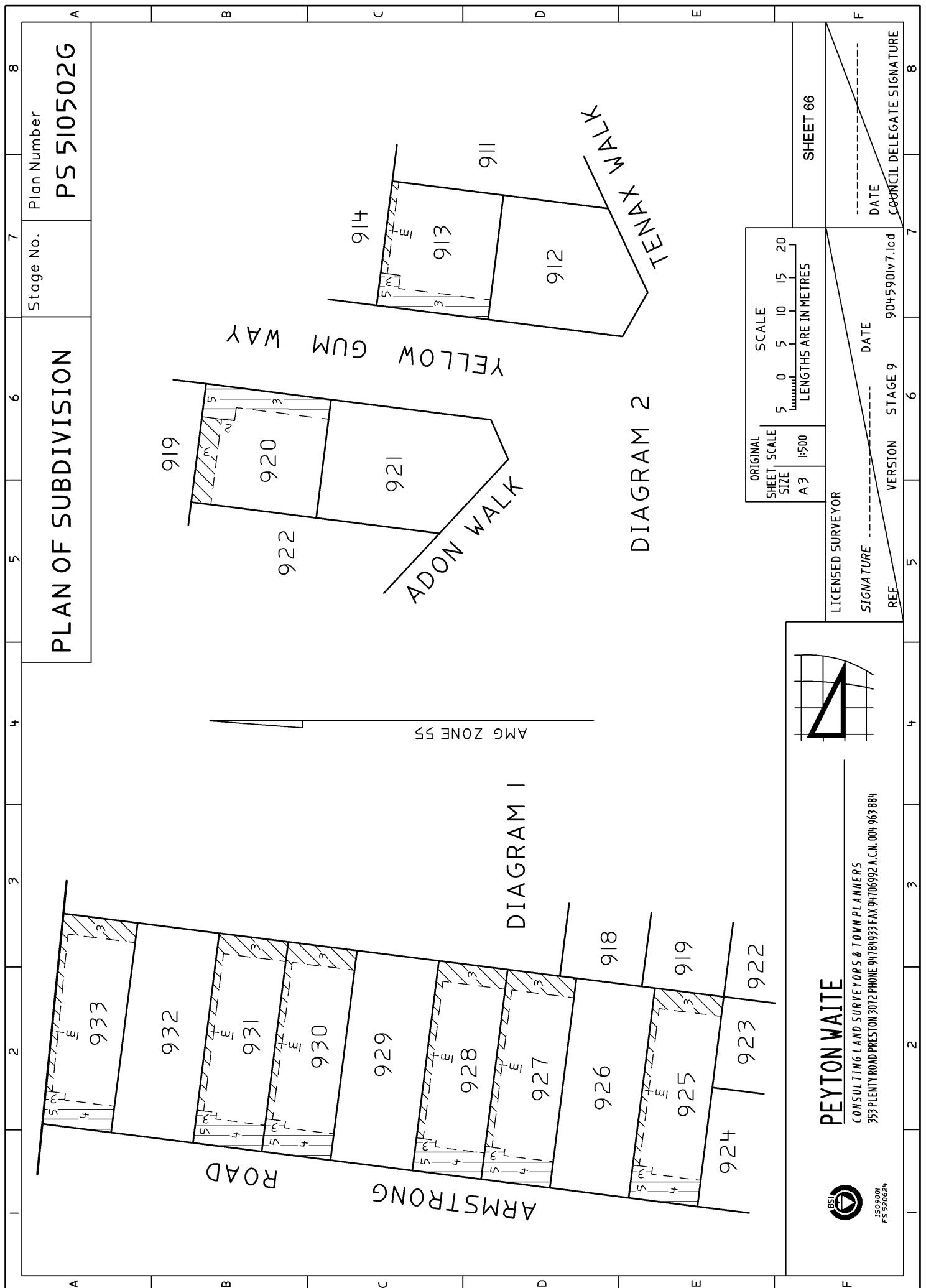
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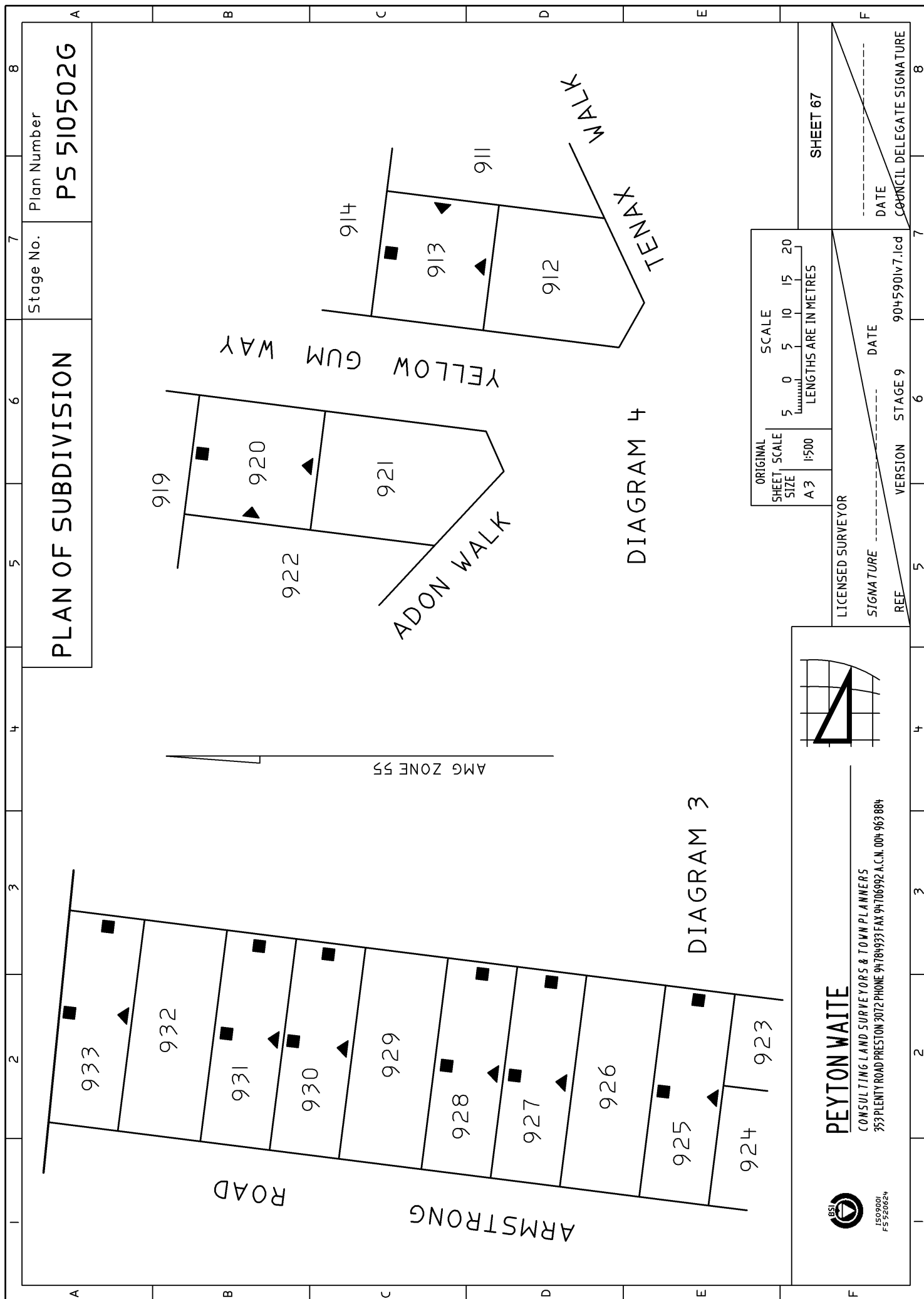


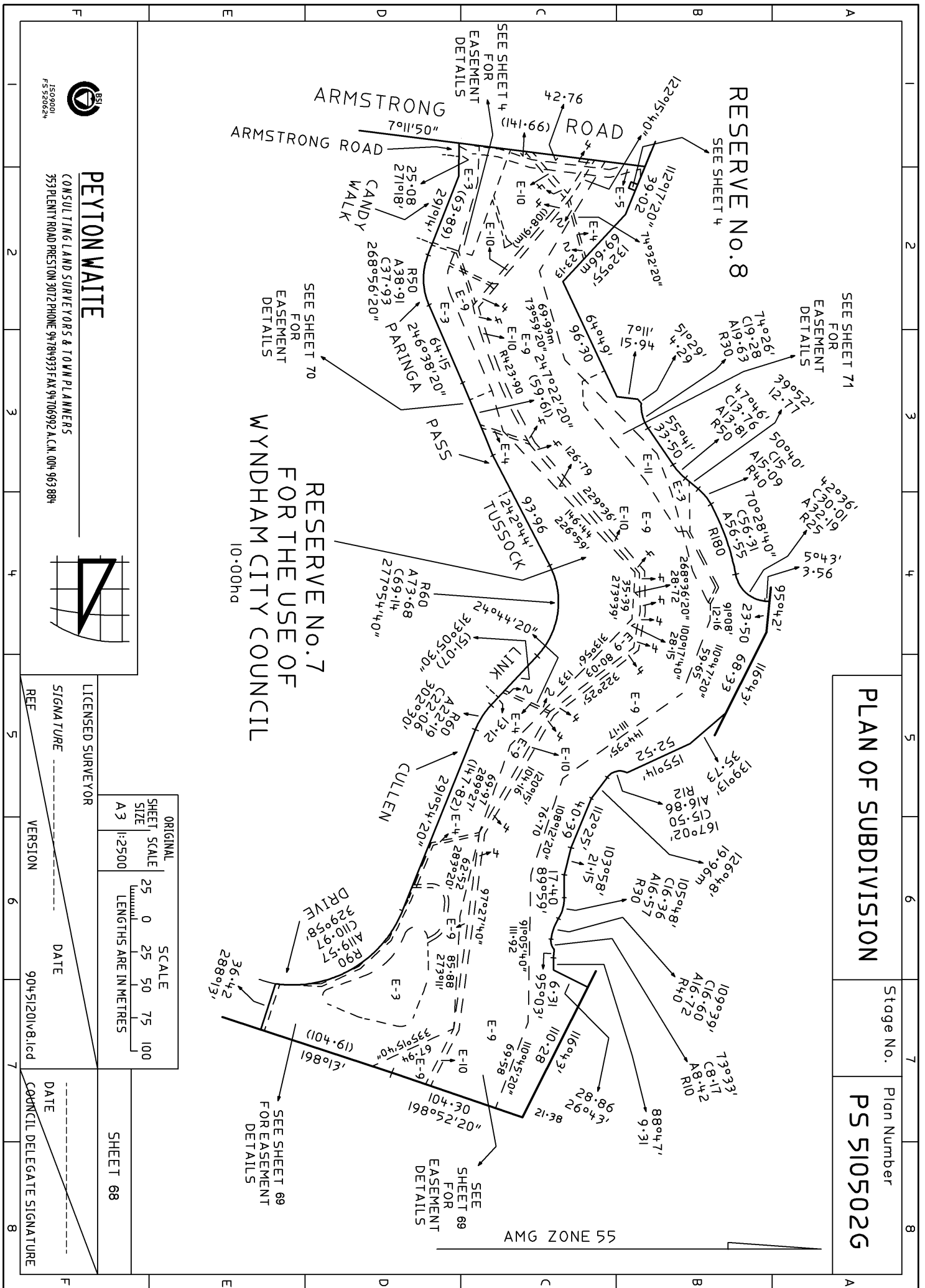
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SHEET 65

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



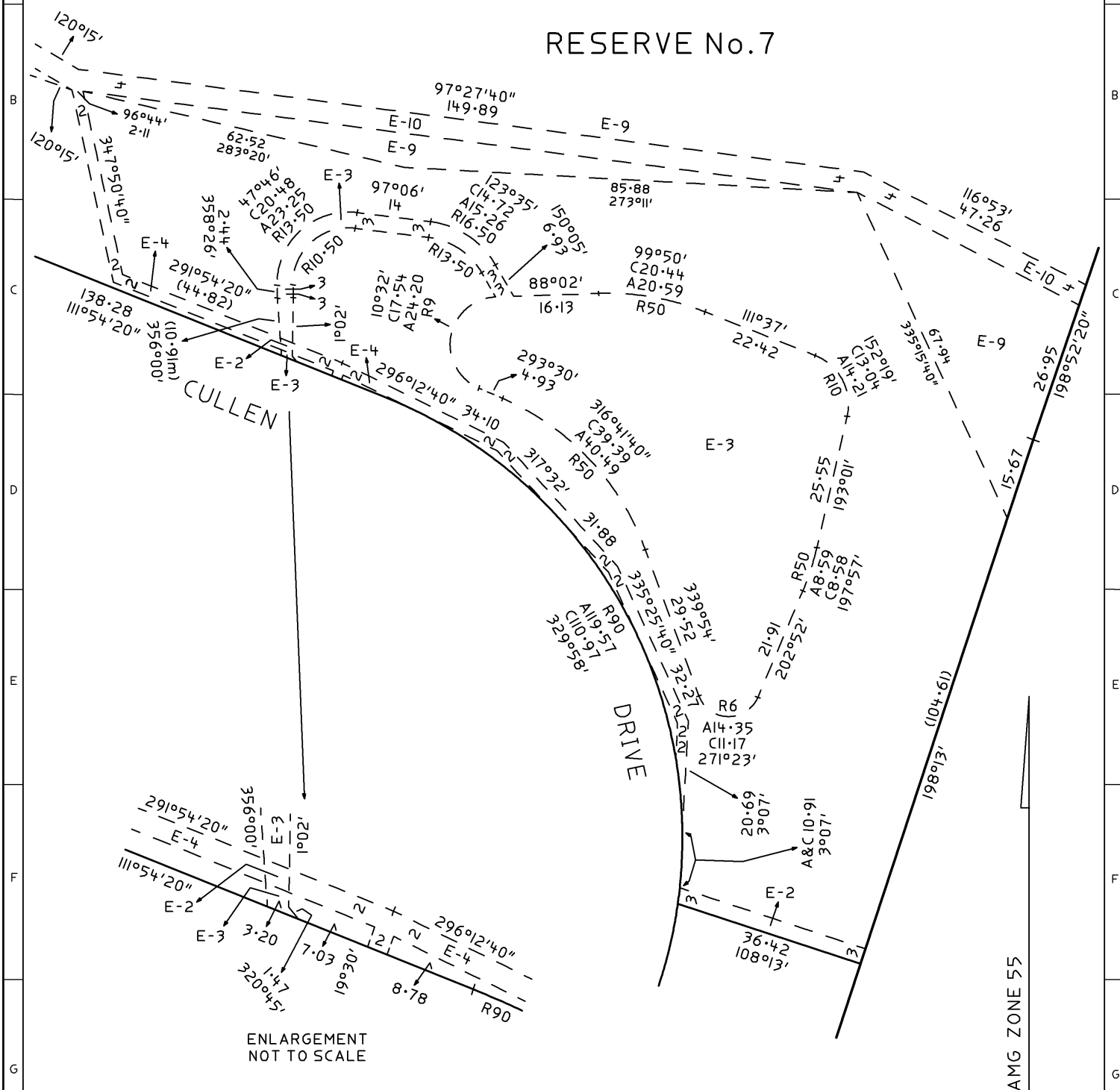




## PS 510502G

SEE SHEET 68

RESERVE No.7



ENLARGEMENT  
NOT TO SCALE

ORIGINAL		SCALE	
SHEET SIZE	SCALE		
A3	1:750	7.50	0 7.50 15 22.50 30
		LENGTHS ARE IN METRES	

LICENSED SURVEYOR

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REF \_\_\_\_\_ VERSION \_\_\_\_\_

9045120lv8.lcd

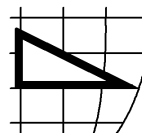


ISO9001  
ES 520624

PEYTON WAITE

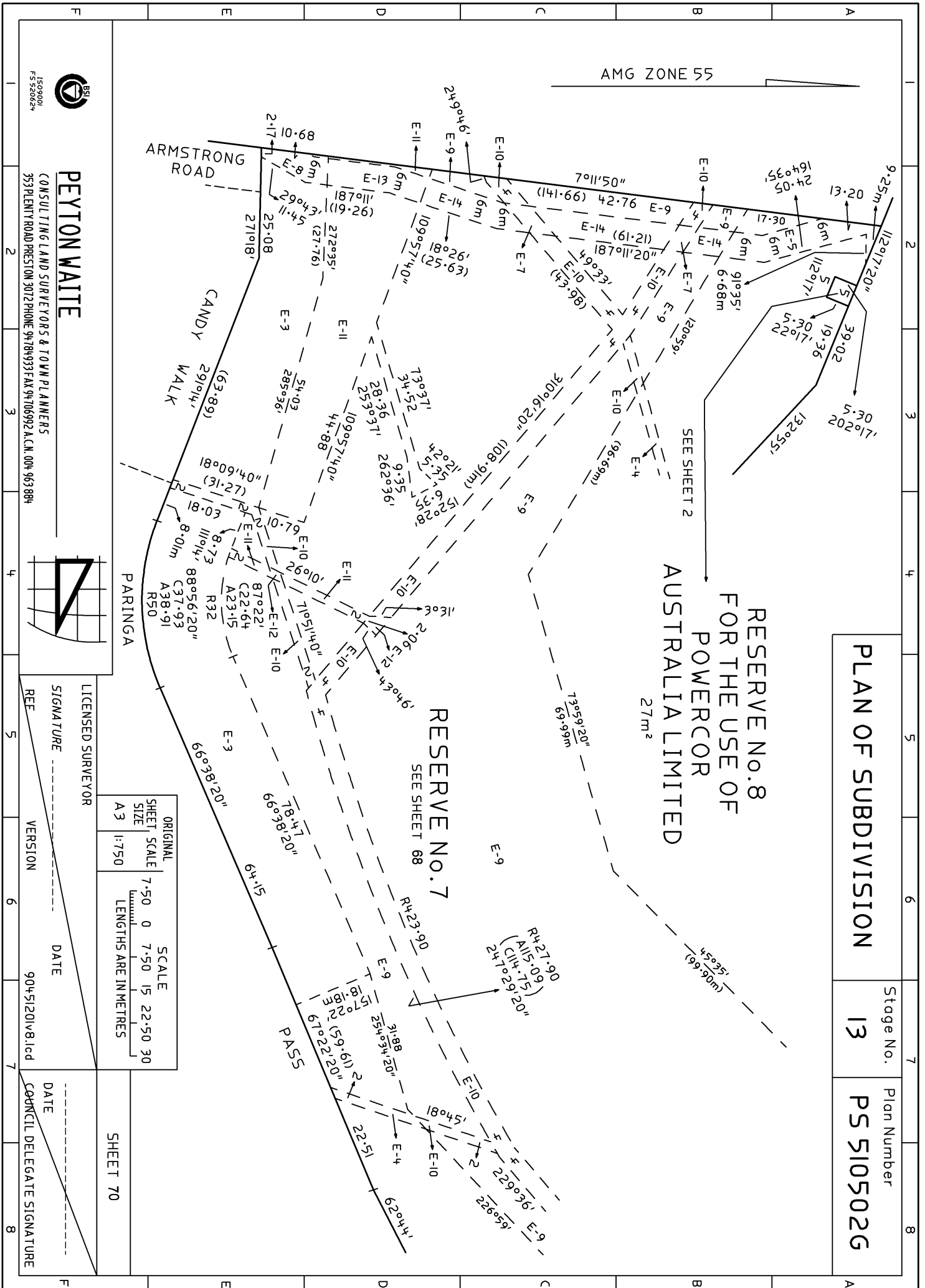
CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS

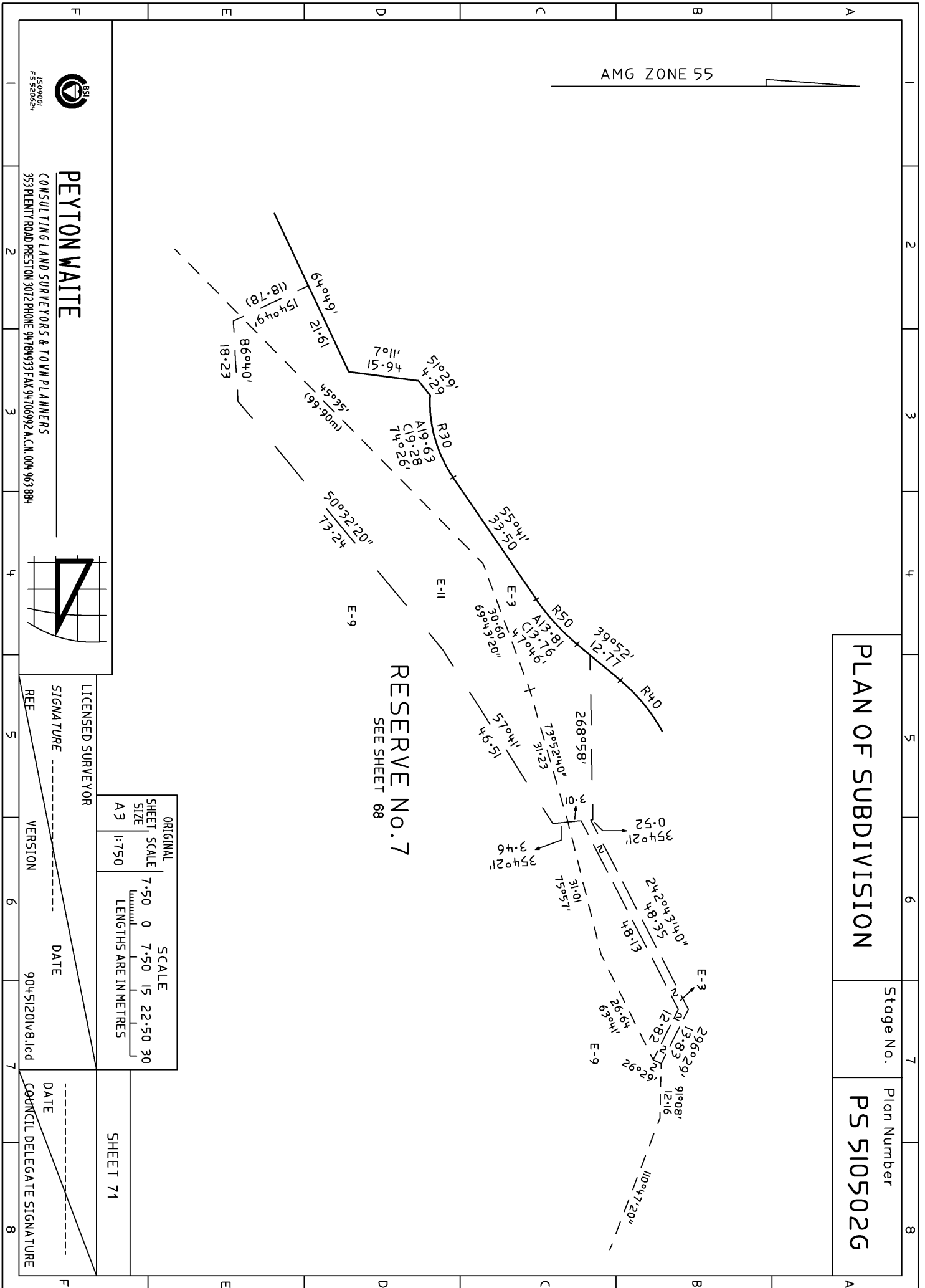
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884



SHEET 69

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_





# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

## PLAN NUMBER

### PS510502G

MASTER PLAN (STAGE 1) REGISTERED DATE 26/7/05 TIME 6.15PM

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S20	LOTS 101-155, S2, RES 1&2, R1	STAGE PLAN	/S7	13/9/05	2	RH
LOT S2	201-242, S3,S8, S9, R2	STAGE PLAN	/S2	13/9/05	2	RH
LOT S3	LOT S4, 301 - 325, ROAD R3	STAGE PLAN	PS510502G/S3	1/12/06	3	N.H.
Lot S4	Lots S5 - S6, S10 - S12 and Road R11	Stage Plan	/S12	22/10/07	4	RGM
Lot S5	Lots 501 - 531, Road R5, Res. No. 4	STAGE PLAN	/ S5	5/3/07	5	R.Speer
Lot S6	Lots 601 - 626 Road R6	Stage Plan	/S6	18/4/08	6	RGM
Lot S10	LOTS 1001-1055, S13 & R10	STAGE PLAN	PS510502G/S10	29/10/08	7	RGM
Lot S12	Lots 401 - 436, S14 & R4	STAGE PLAN	PS510502G/S4	2/12/08	8	S.G
		Removal of Easement	PS510502G/S4	2/12/08	8	S.G
LOT S14	LOTS 1101 - 1121 (B.I) Road R12 & RES 6	STAGE PLAN	PS510502G/S11	24/07/09	9	AMB
LOTS S8 & S9	LOTS 801- 827, S19 & R8	STAGE PLAN	PS510502G/S8	26/03/10	10	GV
S19	LOTS 901 - 933 ROAD R9 RESERVE No.3	STAGE PLAN	PS510502G/S9	20/05/10	11	MS77
LOTS 13	RESERVE NO.7 & 8	STAGE PLAN	PS510502G/S13	21/12/10	12	BT



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1193744

## APPLICANT'S NAME & ADDRESS

BARRETT LEGAL PTY LTD C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA  
DOCKLANDS

## VENDOR

LE, UYEN PHUONG

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

884899

This certificate is issued for:

LOT 403 PLAN PS510502 ALSO KNOWN AS 22 NARUNG WAY WYNDHAM VALE  
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/wyndham>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

28 October 2025

**Sonya Kilkeny**  
Minister for Planning

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

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

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

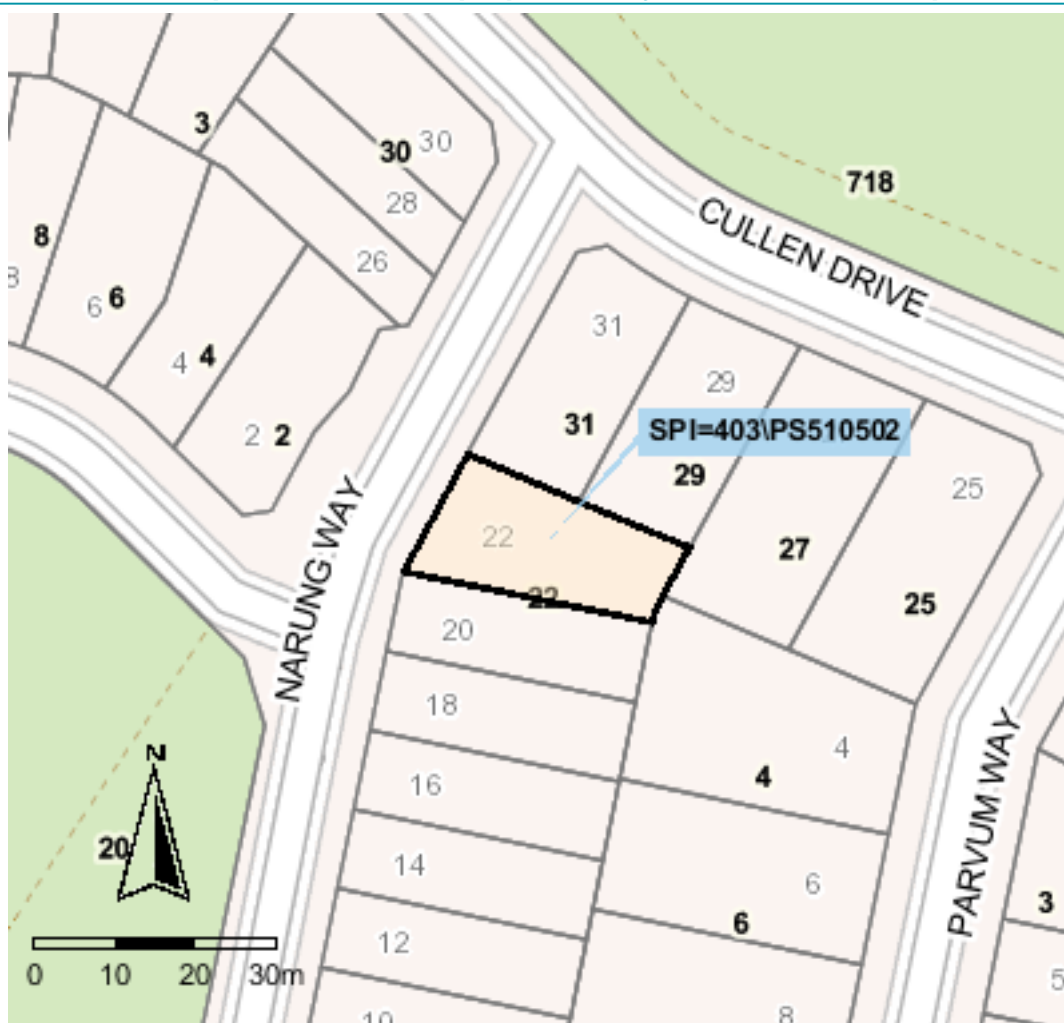
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 November 2025 12:12 PM

## PROPERTY DETAILS

Address: **22 NARUNG WAY WYNDHAM VALE 3024**  
Lot and Plan Number: **Lot 403 PS510502**  
Standard Parcel Identifier (SPI): **403\PS510502**  
Local Government Area (Council): **WYNDHAM**  
Council Property Number: **174373**  
Planning Scheme: **Wyndham**  
Directory Reference: **Melway 204 H3**

[www.wyndham.vic.gov.au](http://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**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



### ESO - Environmental Significance Overlay

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/gavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 31 October 2025.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



Civic Centre  
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia  
PO Box 197, Werribee, Victoria 3030, Australia

Telephone  
Email

1300 023 411  
mail@wyndham.vic.gov.au  
[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

ABN: 38 393 903 860

Your Ref: 884899

Our Ref: wLIC10912/25

Date: 28/10/2025

Landata  
DX 250639  
MELBOURNE VIC

**LAND INFORMATION CERTIFICATE**  
**Year Ending :30/06/2026**  
**Assessment No: 174373**  
**Certificate No: wLIC10912/25**  
**All Enquiries and Updates to 1300 023 411**

174373

Property Description: V 11106 F 062 L 403 PS 510502 Werribee Parish  
AVPCC Code: 110 - Detached Home  
Property Situated: 22 Narung Way  
WYNDHAM VALE VIC 3024

Site Value	\$330000	CIV	\$495000	NAV	\$24750
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The level of valuation is 01/01/2025.

The Date Valuation was adopted for rating purposes is 01/07/2025.

Total Arrears	\$471.82
Current Year's Rates	
General DL Rates	\$1096.92
Municipal Charge	\$70.32
Garbage Charge	\$461.80
Fire Services Levy	\$221.64
Current Rates Levied	\$1850.68
Interest	\$11.79
Less Payments	(\$1808.55)
Balance Outstanding	\$525.74

<b>TOTAL OUTSTANDING</b>	<b>\$525.74</b>
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*Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.*



This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

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

**OTHER INFORMATION NOTICES AND ORDERS:**

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

**LAND CLEARANCE CHARGES:**

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

**Please contact** Council's City Resilience Department via email at [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au) to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

**NOTE:** Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

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APPLICANT:Landata

RECEIVED THE SUM OF \$30.60 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE:wLIC10912/25



Abhinav Mehra/Coordinator Finance Operations

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**Payment Options**



**BPAY (Rates payments only)**

Biller Code: 76869

Customer Reference Number: 1742033

**Online via Credit Card**

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

**Rates Payment**

Bank Reference Number: 1742033

**Land Clearance Charge (if applicable)**

See Reference Number above

**Cheque Payment**

Send cheque made payable to Wyndham City Council and a **copy of this LIC** to PO Box 197, Werribee, VIC 3030





LANDATA COUNTER SERVICES  
LEVEL 13 697 COLLINS ST  
DOCKLANDS VIC 3008

## Information Statement Certificate

**Reference number**

78572684-024-5

**Statement number**

6504808742

**Date of Issue** 28 Oct 2025**Total amount**

**\$915.70**

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

**Property address** 22 NARUNG WAY, WYNDHAM VALE VIC 3024

**Property number** 9701730000

**Lot on Plan** 403\PS510502

**Comments**

## Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **12411000006**

Go to **bpay.com.au**

@Registered to BPAY  
Pvt Ltd

ABN 69 079 137 518



Post Billpay

**Australia Post**

Billpay code: **0362**

Ref: **0124 1100 0005**

Pay at any post office,  
by phone **13 18 16**, at  
**postbillpay.com.au**, or  
via Auspost app



\*362 012411000005

# Annual Charges

## Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.24	Quarterly	\$113.04	\$113.04
Residential Sewer Service Charge	\$297.99	Quarterly	\$150.22	\$150.22
Parks	\$89.79	Quarterly	\$45.26	\$45.26
Waterways and Drainage	\$125.00	Quarterly	\$63.00	\$63.00
<b>Total annual charges</b>	<b>\$737.02</b>		<b>\$371.52</b>	<b>\$371.52</b>

## Other charges and adjustments

Service charges owing for previous financial years	\$178.68
Adjustments	\$0.00
<b>Total charges and adjustment</b>	<b>\$550.20</b>

## Outstanding charges

Current balance	\$550.20
Plus remainder service charges to be billed	\$365.50
<b>Total charges</b>	<b>\$915.70</b>

## Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 11/01/2025 and this statement does not include any volumetric charges from this date.

## Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 131722.

Pursuant to section 144 of the Water Act 1989 Greater Western Water has declared this property to be a serviced property for the purpose of: (a) Water supply; and (b) Sewerage services. Pursuant to section 145 of the Water Act 1989, certain conditions of connection bind the owner and occupier of the property while it is connected to any of the services. For further information or to obtain conditions of connection, telephone 13 44 99 or visit [www.gww.com.au](http://www.gww.com.au).

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

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Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

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Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

## General Information

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If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement-[gww.com.au/information-statements](http://gww.com.au/information-statements). Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,

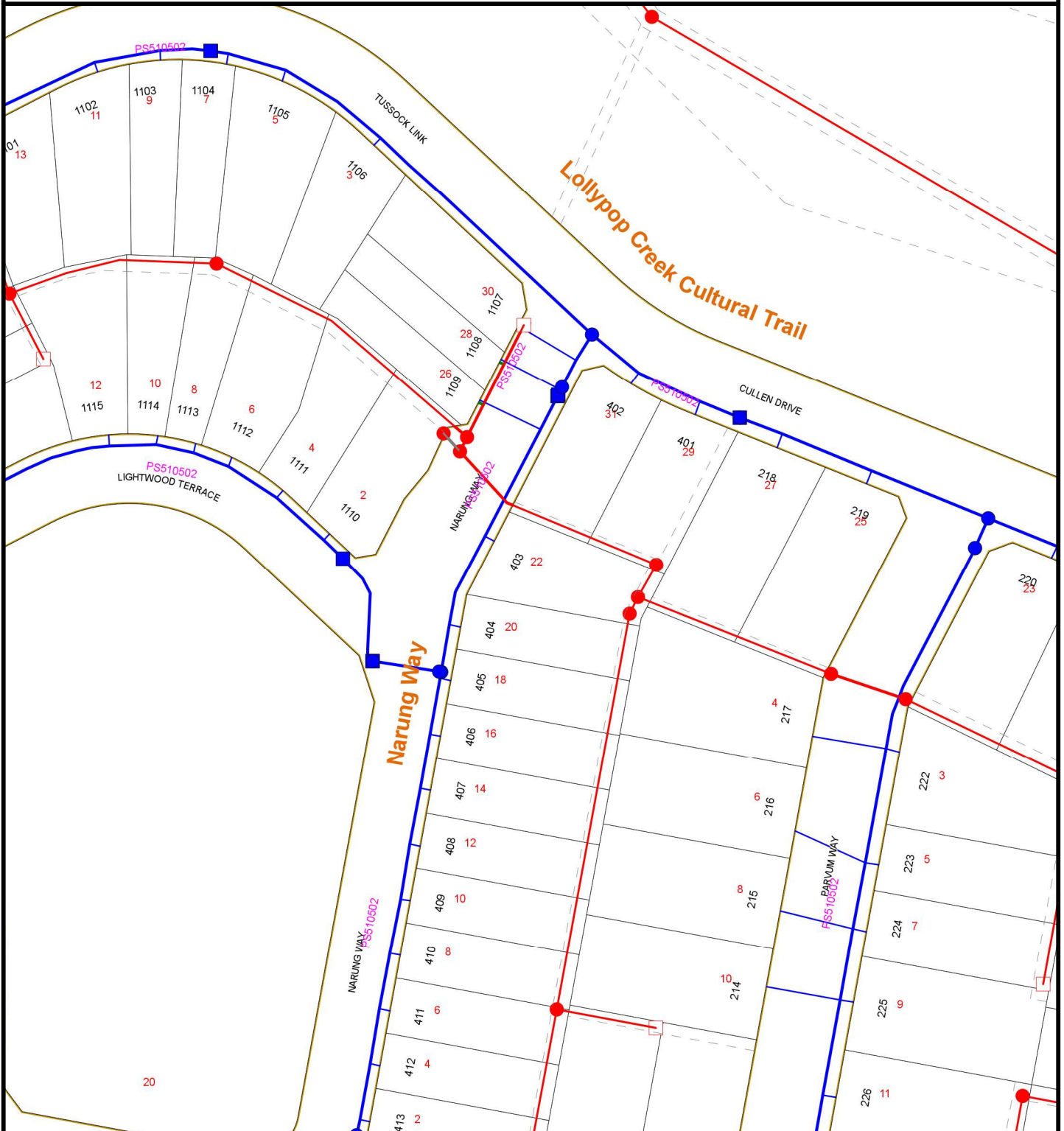


Terence Alvares

General Manager, Customer Experience

# INFORMATION STATEMENT PLOT

Address : **22 NARUNG WAY WYNDHAM VALE VIC 3024**  
Reference : **PID000371079**



Scale 1:1000  
Printed on : 28/10/2025

Water Main DOES NOT traverse property  
Sewer Main DOES traverse property



Greater Western Water  
36 Macedon St,  
Sunbury  
Locked Bag 350  
Sunshine  
VIC 3020  
Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

— Water Potable  
— Water Recycled  
— Sewer Main  
— Abandoned Main

● Maintenance Shaft  
□ Inspection Shaft  
● Node / Valve  
■ Hydrant



Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# Property Clearance Certificate

## Land Tax



INFOTRACK / BARRETT LEGAL PTY LTD

Your Reference:	2025/540
Certificate No:	93916535
Issue Date:	28 OCT 2025
Enquiries:	ESYSPROD

Land Address: 22 NARUNG WAY WYNDHAM VALE VIC 3024					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
36864311	403	510502	11106	62	\$1,321.55

Vendor: UYEN LE  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ESTATE OF GLENN STANLEY WILLIAM	2025	\$320,000	\$1,242.91	\$0.00

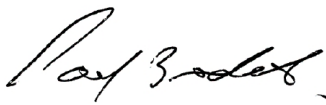
Comments: Land Tax of \$1,242.91 has been assessed for 2025, an amount of \$1,242.91 has been paid. Property is exempt: LTX Administration Trust - surcharge exempt.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
ESTATE OF GLENN STANLEY WILLIAM	2024	\$1,321.55	\$0.00	\$1,321.55

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$510,000
SITE VALUE (SV):	\$320,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,321.55



# Notes to Certificate - Land Tax

**Certificate No:** 93916535

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## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,410.00

Taxable Value = \$320,000

Calculated as \$1,350 plus ( \$320,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,100.00

Taxable Value = \$510,000

Calculated as \$510,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 93916535

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 93916535

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / BARRETT LEGAL PTY LTD

**Your Reference:** 2025/540

**Certificate No:** 93916535

**Issue Date:** 28 OCT 2025

**Enquires:** ESYSPROD

**Land Address:** 22 NARUNG WAY WYNDHAM VALE VIC 3024

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36864311	403	510502	11106	62	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$510,000

**SITE VALUE:** \$320,000

**CURRENT CIPT CHARGE:** \$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93916535

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / BARRETT LEGAL PTY LTD

Your Reference:	2025/540
Certificate No:	93916535
Issue Date:	28 OCT 2025

Land Address: 22 NARUNG WAY WYNDHAM VALE VIC 3024

Lot	Plan	Volume	Folio
403	510502	11106	62

Vendor: UYEN LE  
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 93916535

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<div><div><div>BPAY</div><div></div></div><div><div>Billers Code: 416073</div><div>Ref: 93916534</div></div></div> <div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div><a href="http://www.bpay.com.au">www.bpay.com.au</a></div></div>	<div><div><div>CARD</div><div></div></div><div><div>Ref: 93916534</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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Civic Centre  
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia  
PO Box 197, Werribee, Victoria 3030, Australia

Telephone  
Facsimile  
Email

(03) 1300 023 411  
(03) 9741 6237  
mail@wyndham.vic.gov.au  
[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

DX 30258 Werribee Vic  
ABN: 38 393 903 860

Your Ref: 884899

Our Ref: w2025C52624

28 October 2025

Landata  
DX 250639  
MELBOURNE VIC

Dear Sir/Madam,

**BUILDING PERMIT HISTORY**  
**PROPERTY: 22 Narung Way WYNDHAM VALE VIC 3024**

A search of Building Services records for the preceding 10 years has revealed no building permits were issued during this time.

**Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)**

Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

**Outstanding orders or notices**

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

**Make your own enquiries**

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

**Personal safety**

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

**Failure to comply with either of these requirements may result in significant fines and Court prosecution.**

**Disclaimer**

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au).

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Phil Wilson', is positioned below the closing 'Yours faithfully,'.

**PHILIP WILSON**  
**CO ORDINATOR BUILDING SERVICES**

**LOTSEARCH REFERENCE**  
LS105466 PS

**REPORT DATE**  
28 Oct 2025 10:27:15

**CLIENT ID**  
177120136

**ADDRESS**  
22 NARUNG WAY, WYNDHAM VALE  
VIC 3024

**COUNCIL**  
Wyndham City



**LOTSEARCH**  
Spatial Intelligence | Mapping Risk

**LOT/PLAN**  
Lot 403, PS510502

## EPA Priority Sites Register Plus+

**Disclaimer:**

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



## EPA Priority Sites Register Plus+

ADDRESS  
22 NARUNG WAY, WYNDHAM  
VALE VIC 3024



- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.



### 1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.



### 2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.



### 3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.



### 4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

#### HOW THIS REPORT HELPS


- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

#### WHAT NEXT?

**This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.**

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & FIANZ.**

 [support@lotsearch.com.au](mailto:support@lotsearch.com.au)

 +61 (02) 8287 0680

 [lotsearch.com.au](https://lotsearch.com.au)





# Site Map

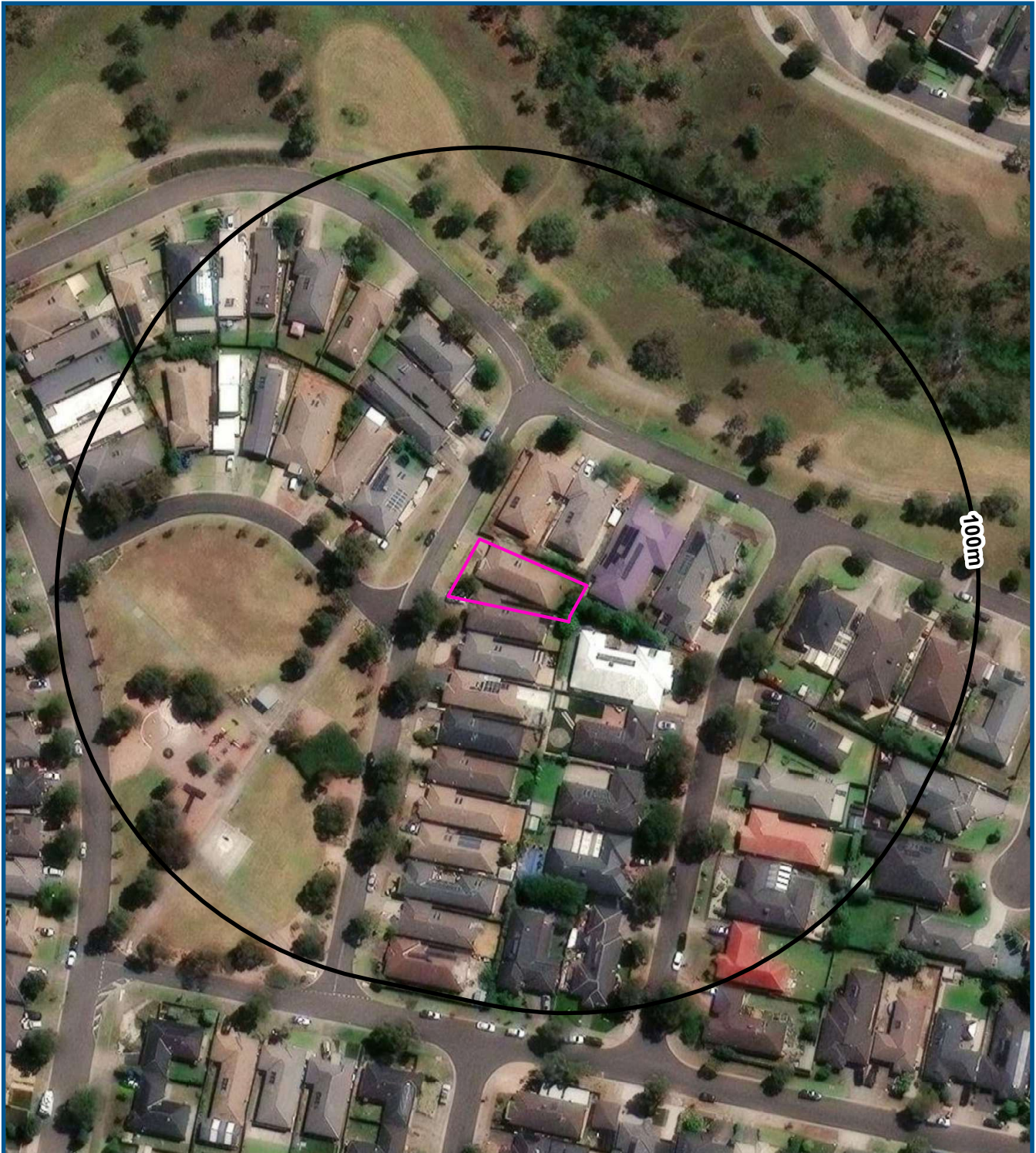
22 NARUNG WAY, WYNDHAM VALE VIC 3024

LOTSEARCH REFERENCE



LS105466 PS

REPORT DATE

28 Oct 2025



## LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:  
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,  
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,  
and the GIS UserCommunity







## Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							



## Data Sources

**ADDRESS**  
22 NARUNG WAY, WYNDHAM  
VALE VIC 3024

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	22/10/2025
EPA Site Management Orders	Environment Protection Authority Victoria	24/10/2025
EPA Register of Permissions	Environment Protection Authority Victoria	07/05/2025
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	24/10/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	22/10/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	07/10/2025
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	29/09/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	25/09/2025

## Useful Contacts

**Lotsearch Pty Ltd**  
[www.lotsearch.com.au](http://www.lotsearch.com.au)  
[support@lotsearch.com.au](mailto:support@lotsearch.com.au)  
(02) 8287 0680

**Environment Protection Authority Victoria**  
[www.epa.vic.gov.au](http://www.epa.vic.gov.au)  
[contact@epa.vic.gov.au](mailto:contact@epa.vic.gov.au)  
1300 372 842

**Wyndham City**  
<http://www.wyndham.vic.gov.au>  
[mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au)  
1300 023 411

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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Barrett Legal Pty Ltd C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 884899

NO PROPOSALS. As at the 28th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

22 NARUNG WAY, WYNDHAM VALE 3024  
CITY OF WYNDHAM

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

Date of issue: 28th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 78572684 - 78572684101750 '884899'**