

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 41 YEARLING PROMENADE WERRIBEE VIC 3030

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing CHUN YAT YUEN

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

EXCEPTIONS The 3-day cooling-off period does not apply if:

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

XYNERGY REALTY – ALTONA
114-116 QUEENS STREET ALTONA VIC 3018

Tel: 0414 241 168 Fax: Ref: ENDRU YAO Email: endru@xynergy.com.au

VENDOR

CHUN YAT YUEN

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-26/39901 Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12481/375	2912	PS 828101D

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
41 Yearling Promenade Werribee Vic 3030

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	<u>\$</u>	(of which \$	has been paid)
		payable at settlement	

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

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

LEASE (general condition 5.1)

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

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

1. Purchaser's inspection and investigation.

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

WARRANTY BY VENDOR

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

CLAIMS BY PURCHASER

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

2. Nomination

General condition 4 of the contract of sale is added:

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

3. Extension/Variation request

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

4. Rescheduled Settlement

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

5. Adjustments

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

6. Duties Form

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

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

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

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

8. Amendments

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

9. GC 23 – special condition

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

10. GC 28 – special condition

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

payment of the amount.

25. GST WITHHOLDING

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

25.10 A party must provide the other party with such information as the other party requires to:

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SECTION 32

STATEMENT

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

Vendor:	CHUN YAT YUEN
Property:	41 YEARLING PROMENADE WERRIBEE VIC 3030

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-26/39901

SECTION 32 STATEMENT
41 YEARLING PROMENADE WERRIBEE VIC 3030

32A FINANCIAL MATTERS

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

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

32B INSURANCE

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

Is contained in the attached Certificate/s.

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

SECTION 32 STATEMENT
41 YEARLING PROMENADE WERRIBEE VIC 3030

(c) ROAD ACCESS

There **is** access to the Property by Road.

(d) PLANNING

Planning Scheme: WYNDHAM PLANNING SCHEME

Responsible Authority: WYNDHAM CITY COUNCIL

Zoning: GRZ General Residential Zone

Planning Overlay/s: **See attached** reports

32D NOTICES

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

32E BUILDING PERMITS

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

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

SECTION 32 STATEMENT
41 YEARLING PROMENADE WERRIBEE VIC 3030

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the **Register Search Statement/s** and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
41 YEARLING PROMENADE WERRIBEE VIC 3030

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

CHUN YAT YUEN

Signature/s of the Vendor

x  .

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

Signature/s of the Purchaser

x

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

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

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

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
☐ **Yes** / ☒ **No**. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
☐ **Yes** / ☒ **No**. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
☐ **Yes** / ☒ **No**. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
☐ **Yes** / ☒ **No**. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
☐ **Yes** / ☒ **No**. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
☐ **Yes** / ☒ **No**. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
☐ **Yes** / ☒ **No**. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials.☐ **Yes** / ☒ **No**. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
☐ **Yes** / ☒ **No**. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
☐ **Yes** / ☒ **No**. If Yes, please specify:

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

VOLUME 12481 FOLIO 375

Security no : 124132450529M

Produced 24/02/2026 05:07 PM

LAND DESCRIPTION

Lot 2912 on Plan of Subdivision 828101D.
PARENT TITLE Volume 12307 Folio 344
Created by instrument PS828101D 13/06/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

CHUN YAT YUEN of UNIT 1033, 10-F STAR HOUSE, 3 SALISBURY ROAD TST HONG KONG
AX014460Q 05/07/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX014461N 05/07/2023
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS828101D 13/06/2023

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AG017913K 08/08/2008

DIAGRAM LOCATION

SEE PS828101D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 41 YEARLING PROMENADE WERRIBEE VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 05/07/2023

DOCUMENT END

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Number of Pages (excluding this cover sheet)	11
Document Assembled	24/02/2026 17:08

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PLAN OF SUBDIVISION			EDITION 1	PS828101D														
LOCATION OF LAND PARISH: MAMBOURIN TOWNSHIP: - SECTION: 7 CROWN ALLOTMENTS: A, B & C (PARTS) CROWN PORTION: 1 (PART) TITLE REFERENCE: VOL 12307 FOL 344 LAST PLAN REF: LOT P ON PS828100F POSTAL ADDRESS : 137 FARM ROAD (at time of subdivision) WERRIBEE 3030 MGA 94 CO-ORDINATES: E 293 600 ZONE 55 (of approx centre N 5 800 750 GDA 94 of land in plan)			Council Name: Wyndham City Council Council Reference Number: WYS5167/19 Planning Permit Reference: WYP11108/18 SPEAR Reference Number: S145590P Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 21/12/2022 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Mark Tenner for Wyndham City Council on 06/02/2023															
VESTING OF ROADS OR RESERVES			NOTATIONS															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">IDENTIFIER</th> <th style="text-align: center;">COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td>ROAD R1, R2, R3</td> <td>WYNDHAM CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.1</td> <td>WYNDHAM CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.2</td> <td>WYNDHAM CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.3</td> <td>POWERCOR AUSTRALIA LTD</td> </tr> <tr> <td>RESERVE No.4</td> <td>WYNDHAM CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.5</td> <td>WYNDHAM CITY COUNCIL</td> </tr> </tbody> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1, R2, R3	WYNDHAM CITY COUNCIL	RESERVE No.1	WYNDHAM CITY COUNCIL	RESERVE No.2	WYNDHAM CITY COUNCIL	RESERVE No.3	POWERCOR AUSTRALIA LTD	RESERVE No.4	WYNDHAM CITY COUNCIL	RESERVE No.5	WYNDHAM CITY COUNCIL	OTHER PURPOSE OF PLAN: TO REMOVE EASEMENTS E-5 (PART) CREATED BY AJ138125K AND E-8 IN PS828100F AND CREATED BY AT509172W. TO REMOVE EASEMENTS E-9 (PART) CREATED IN PS828095U AND E-15 CREATED IN PS828100F AND AFFECTING ROAD R1 ON THIS PLAN. GROUND'S FOR EASEMENT REMOVAL: FOR E-5 AND E-8, WYNDHAM CITY COUNCIL PLANNING PERMIT No: WYP11108/18 FOR EASEMENTS E-9 (PART) AND E-15, BY AGREEMENT OF ALL INTERESTED PARTIES UNDER SECTION 6(1)(k) OF THE SUBDIVISION ACT 1988 OTHER PURPOSE OF PLAN: EASEMENT E-14 CREATED ON PS825546D IN FAVOUR OF WYNDHAM CITY COUNCIL WILL MERGE UPON THE REGISTRATION OF THIS PLAN WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958			
IDENTIFIER	COUNCIL/BODY/PERSON																	
ROAD R1, R2, R3	WYNDHAM CITY COUNCIL																	
RESERVE No.1	WYNDHAM CITY COUNCIL																	
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RESERVE No.4	WYNDHAM CITY COUNCIL																	
RESERVE No.5	WYNDHAM CITY COUNCIL																	
NOTATIONS			RIVERWALK RELEASE 29															
DEPTH LIMITATION: DOES NOT APPLY SURVEY: THIS PLAN IS BASED ON SURVEY STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO: WYP11108/18 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: IN PROCLAIMED SURVEY AREA NUMBER:			No. of Lots: 50 Release 29 Land Area 7.800ha															
EASEMENT INFORMATION																		
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)																		
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF														
SEE SHEET 2																		
CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933		REF: 3936PS29 VERSION: 14 (27-01-2023) Digitally signed by: James Sprcott, Licensed Surveyor, Surveyor's Plan Version (14), 06/02/2023, SPEAR Ref: S145590P		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 11 PLAN REGISTERED TIME: 10:01 AM DATE: 13/06/2023 L.D.Rozario Assistant Registrar of Titles														

PS828101D

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-1 E-1	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	WYNDHAM CITY COUNCIL GREATER WESTERN WATER CORPORATION
E-3	GAS SUPPLY	SEE PLAN	V838708A	TRANSMISSION PIPELINES AUSTRALIA (ASSETS) PTY. LIMITED VOL.10392 FOL.613
E-6, E-7, E-11, E-12	SEWERAGE	SEE PLAN	AJ138134J	CITY WEST WATER LTD.
E-4, E-7, E-10	DRAINAGE	SEE PLAN	AJ138125K	MELBOURNE WATER CORPORATION
E-5, E-10, E-11, E-13 & E-23	POWERLINE	SEE PLAN	AJ138125K - SECT 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-12, E-13, E-18, E-22 & E-23	GAS TRANSMISSION	SEE PLAN	PS401043W (GAS INDUSTRY ACT 1994)	G.T.C.
E-19 E-19	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS828100F PS828100F	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
E-20	SEWERAGE	SEE PLAN	PS828100F	CITY WEST WATER CORPORATION
E-4	CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY & DRAINAGE AS SPECIFIED & SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741	SEE PLAN	PS828095U	MELBOURNE WATER CORPORATION
E-9	DRAINAGE	SEE PLAN	PS828095U	WYNDHAM CITY COUNCIL
E-21	CARRIAGEWAY FOR MAINTENANCE PURPOSES	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-22, E-23	WATER SUPPLY	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION



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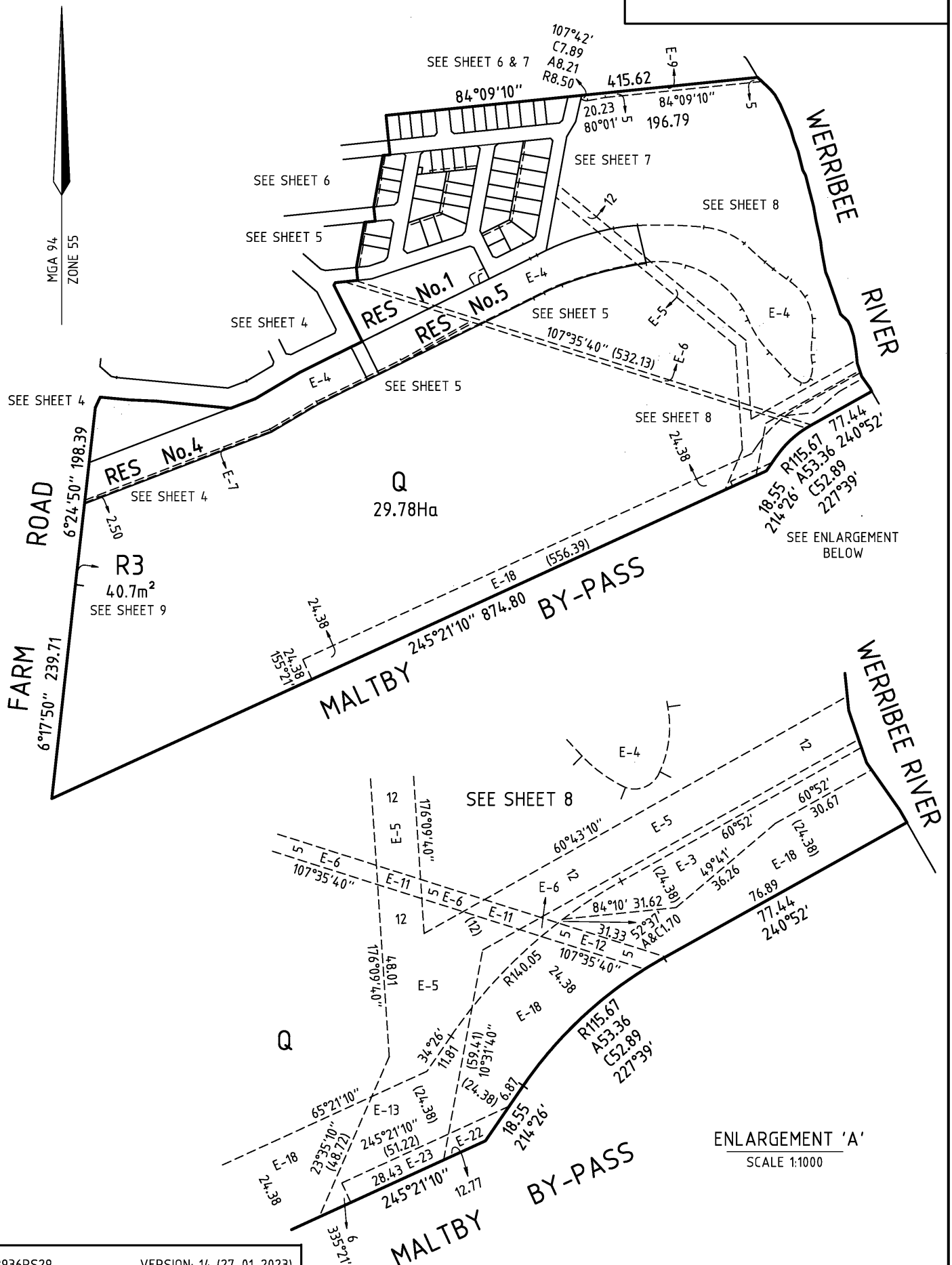
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SHEET 2

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Surveyor's Plan Version (14),
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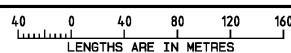


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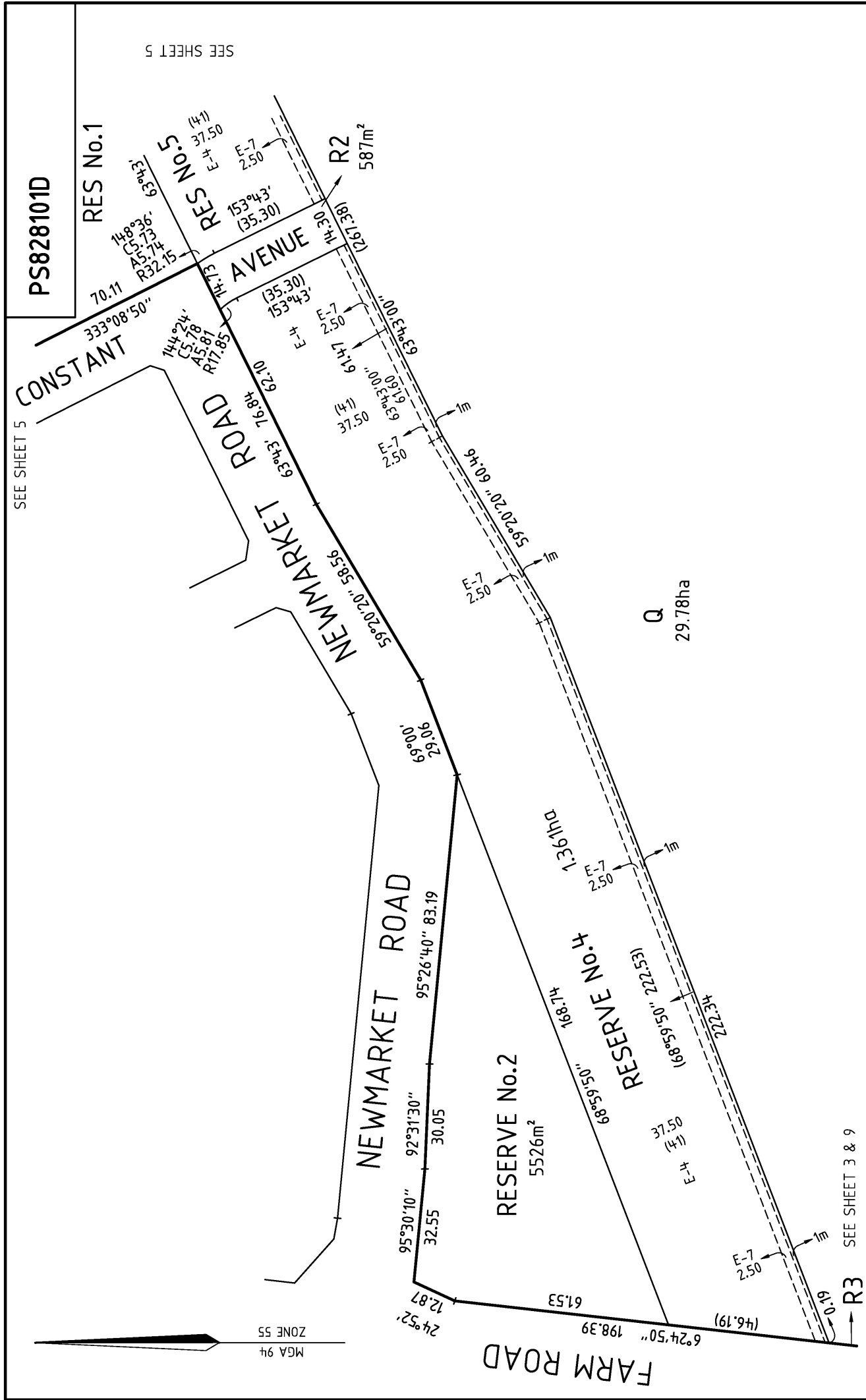


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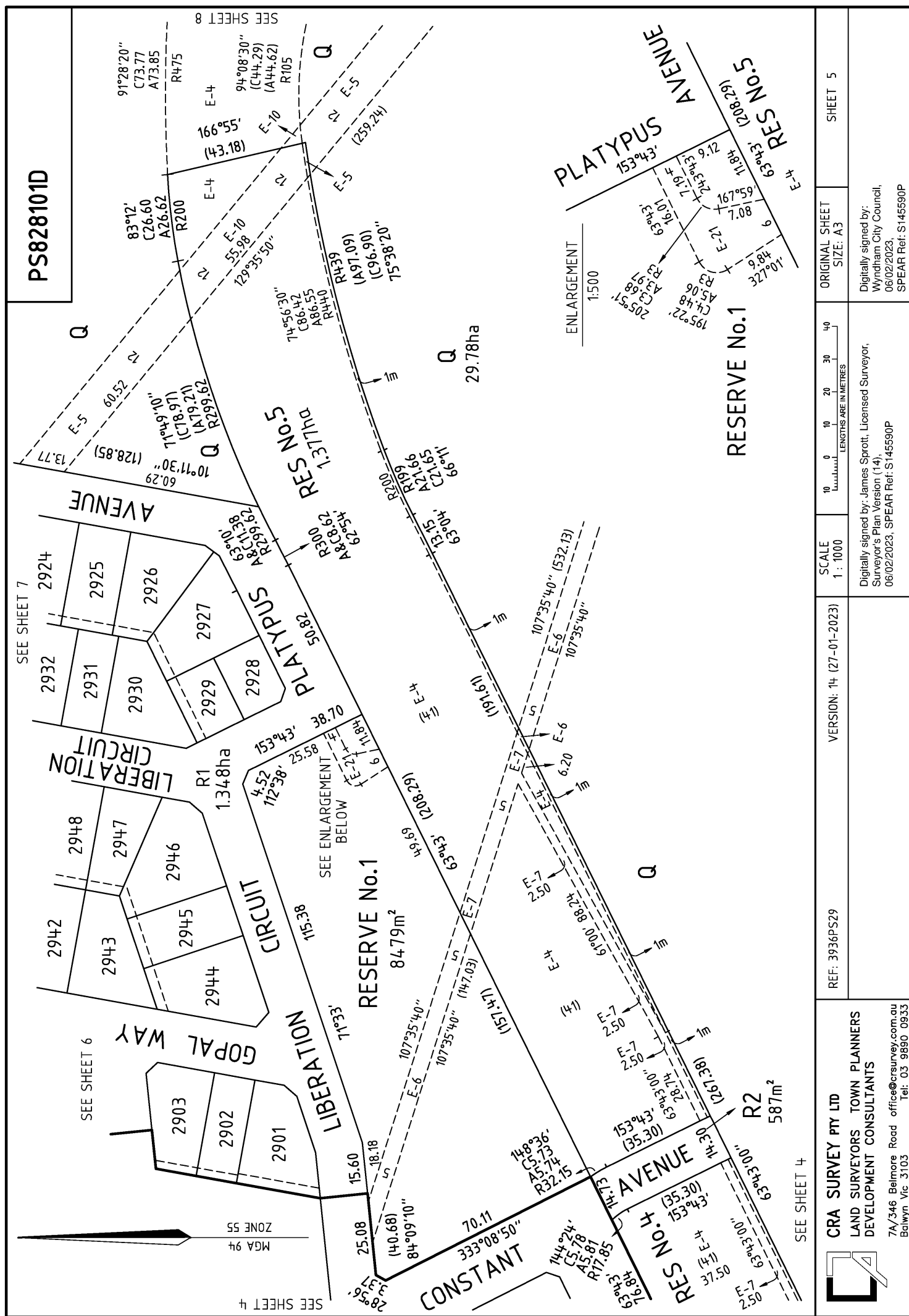
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SHEET 3

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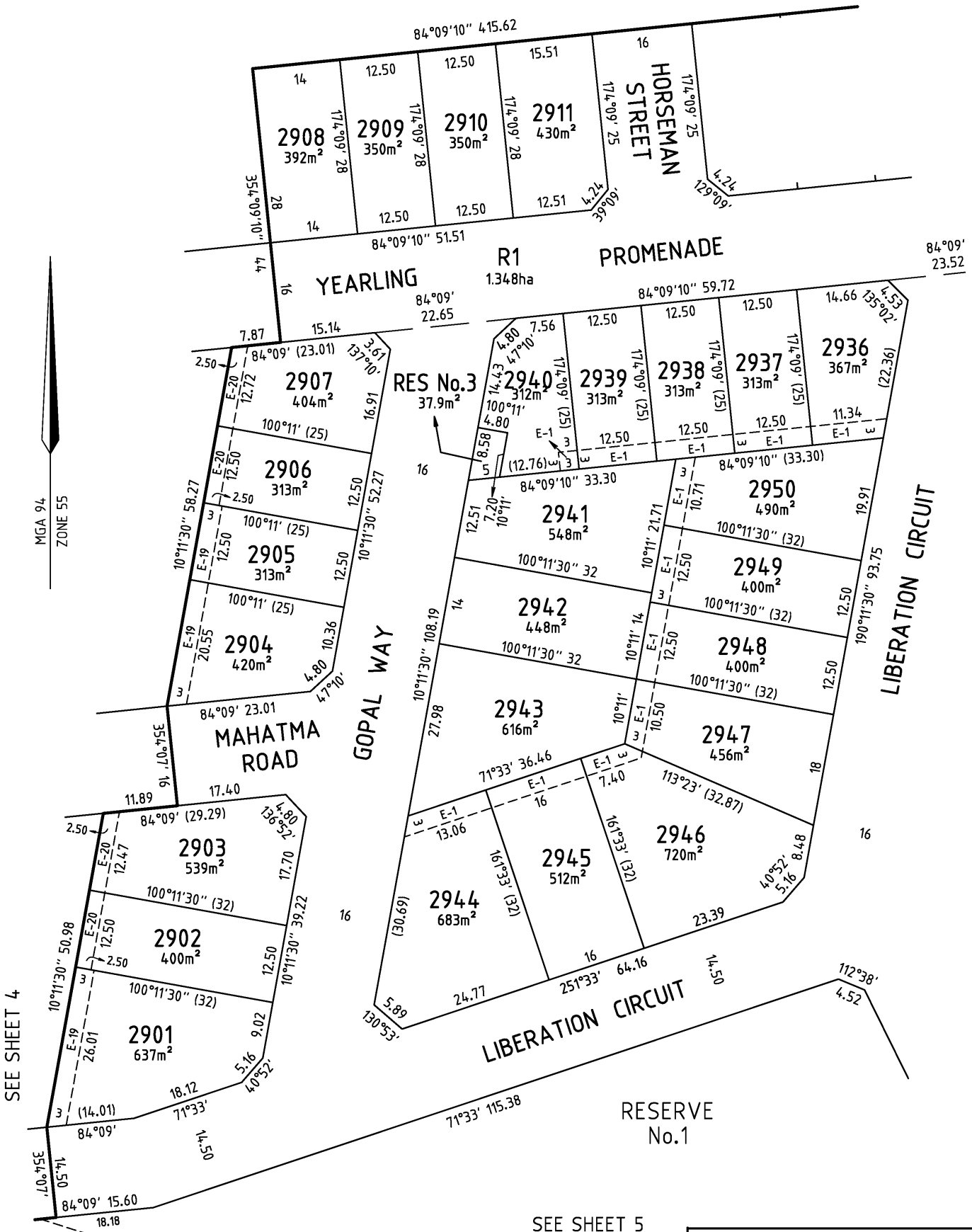
CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933		REF: 3936PS29	VERSION: 1 st (27-01-2023)	SCALE 1 : 1000	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
Amended by: James Spratt, Licensed Surveyor 05/06/2023.		Digitally signed by: James Spratt, Licensed Surveyor, Surveyor's Plan Version (14), 06/02/2023, SPEAR Ref: S145590P		Digitally signed by: Wyndham City Council, 06/02/2023, SPEAR Ref: S145590P			



PS828101D

SEE SHEET 7

SEE SHEET 7



SEE SHEET 5

REF: 3936PS29 VERSION: 14 (27-01-2023)

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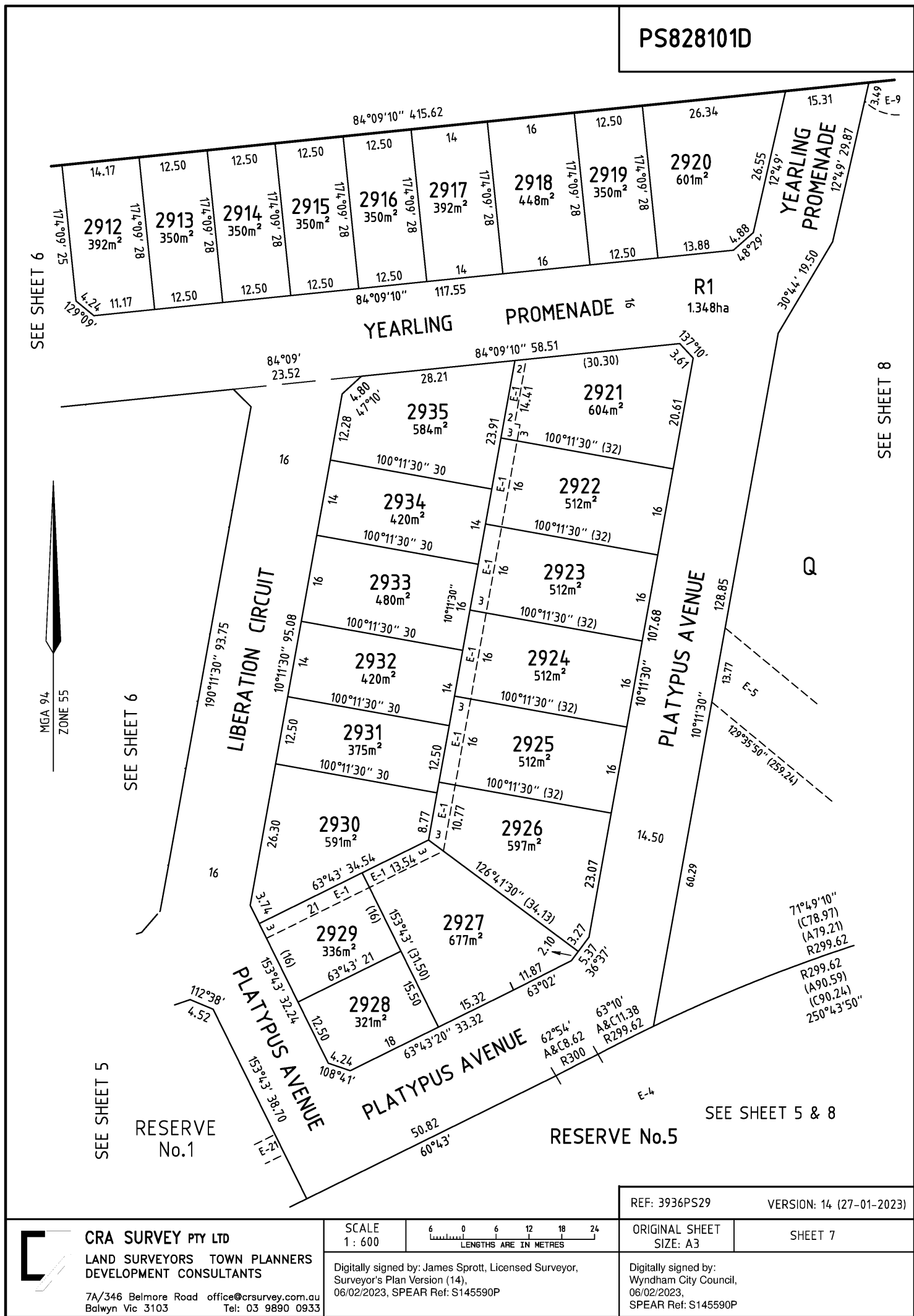
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SHEET 6

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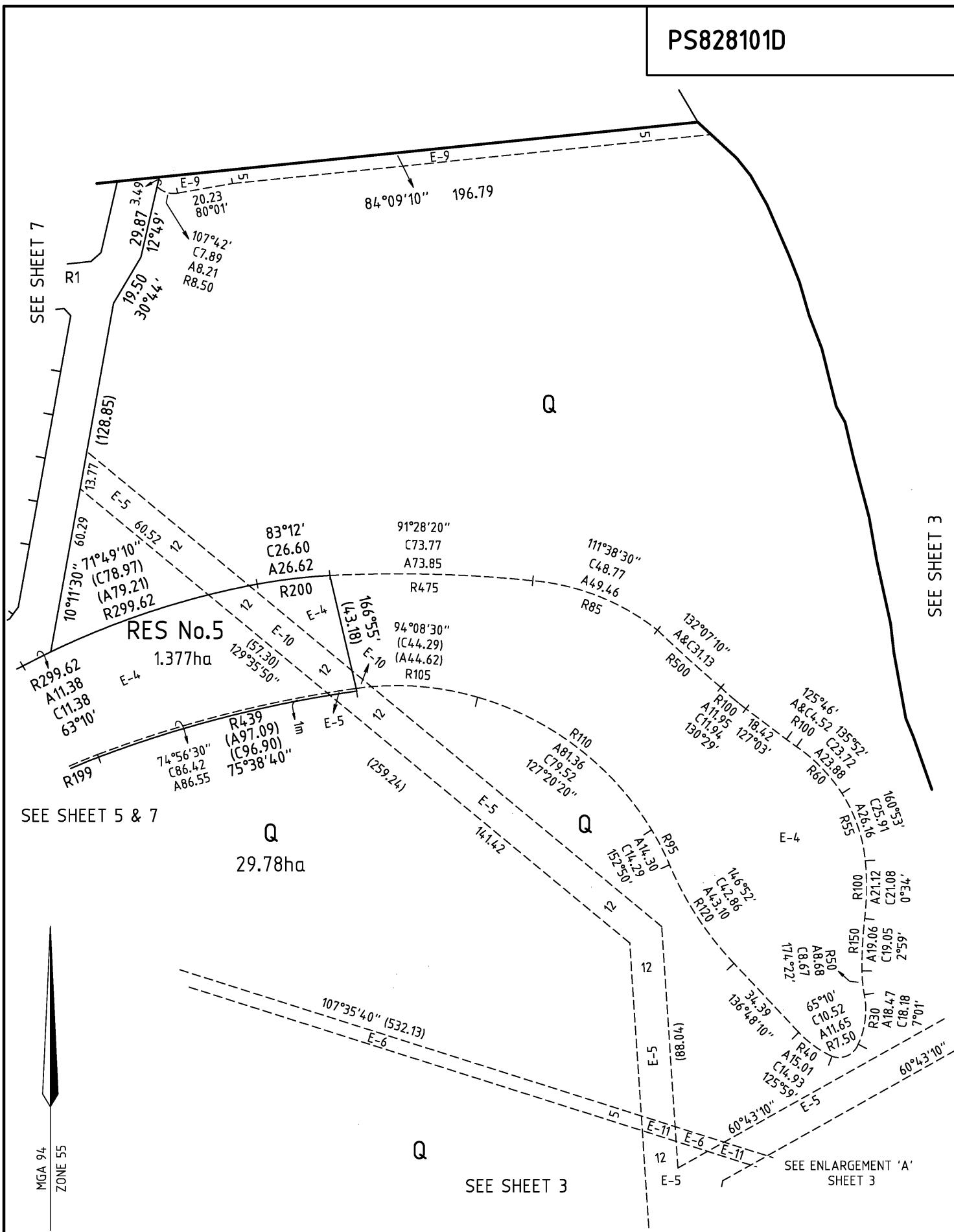
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 SHEET 7
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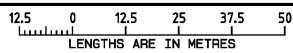


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SIZE: A3

SHEET 8

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SPEAR Ref: S145590P

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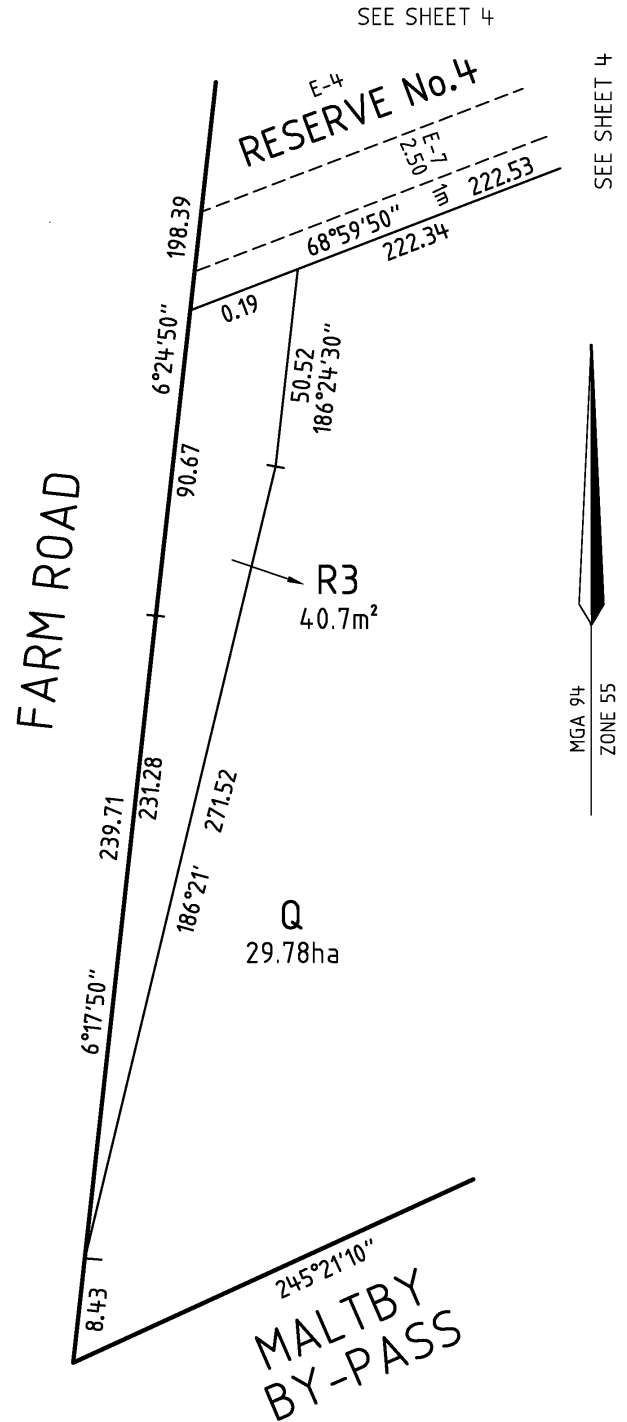
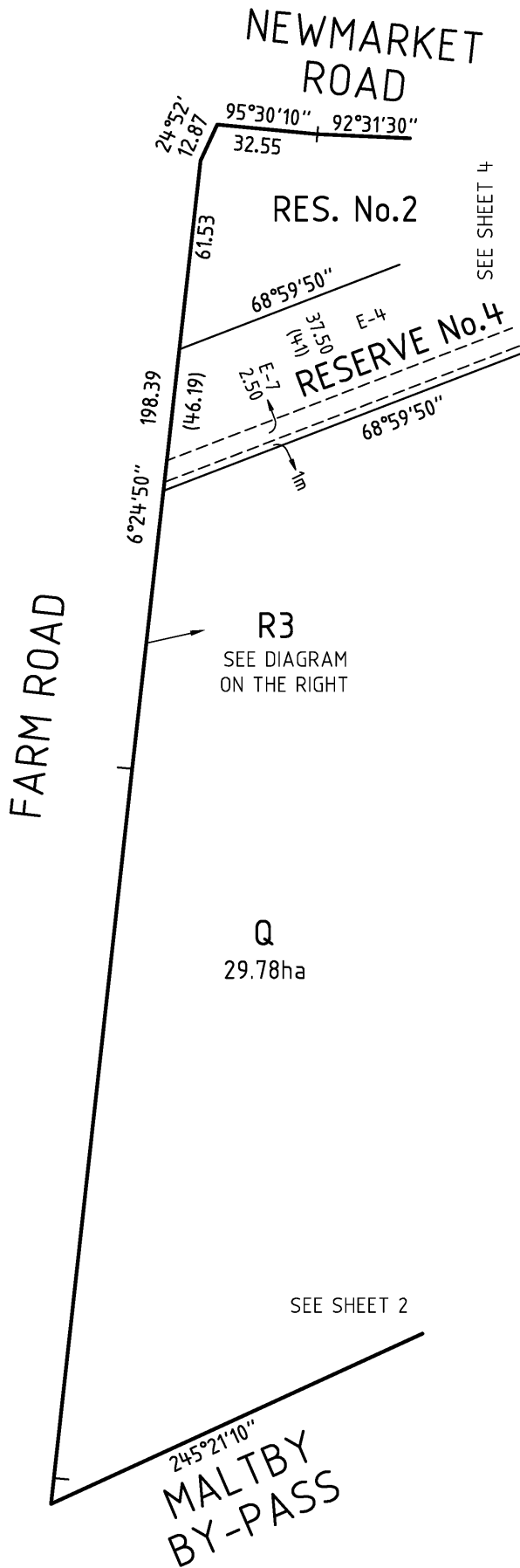


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REF: 3936PS29

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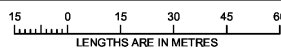


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SIZE: A3

SHEET 9

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SPEAR Ref: S145590P

PS828101D

CREATION OF RESTRICTION “A”**LAND BURDENED AND LAND BENEFITED: REFER TO TABLE 1****DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot on this plan to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with endorsed memorandum of common provisions registered in dealing no **AA8069** which memorandum of common provisions is incorporated into this plan.

This restriction shall cease to have affect 10 years after the date of registration of this plan.

CREATION OF RESTRICTION “B”**LAND BURDENED AND LAND BENEFITED: REFER TO TABLE 1****DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot must not:

- B1 build or erect or permit to be built or erected or remain on the burdened lot or any part of it, any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Development Victoria ABN 61 868 774 623 in accordance with Development Victoria’s Riverwalk Design Requirements and Controls as amended from time to time;
- B2 erect or allow any signs to remain on the burdened lot other than the following:
 - B2.1 where a dwelling constructed on the burdened lot has been completed and is offered for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offered for sale) any real estate agent’s “for sale” sign not exceeding 2.4 metres x 1.8 metres; or
 - B2.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot;
- B3 use the burdened lot or any part of it as a display home except with Development Victoria’s prior written consent.

Restriction B shall cease to have affect 10 years after the date of registration of this plan.

RIVERWALK RELEASE 29**CRA SURVEY PTY LTD****LAND SURVEYORS TOWN PLANNERS
DEVELOPMENT CONSULTANTS**

7A/346 Belmore Road office@crsurvey.com.au
Balwyn Vic 3103 Tel: 03 9890 0933

REF: 3936PS29

VERSION: 14 (27-01-2023)

ORIGINAL SHEET
SIZE: A3

SHEET 10

Digitally signed by: James Sprott, Licensed Surveyor,
Surveyor's Plan Version (14),
06/02/2023, SPEAR Ref: S145590P

Digitally signed by:
Wyndham City Council,
06/02/2023,
SPEAR Ref: S145590P

PS828101D

TABLE 1**LAND BURDENED AND LAND BENEFITED – REFER RESTRICTIONS “A” AND “B”****CREATION OF RESTRICTION**

BURDENED LOT No	BENEFITING LOTS
2901	2902
2902	2901, 2903
2903	2902
2904	2905
2905	2904, 2906
2906	2905, 2907
2907	2906
2908	2909
2909	2908, 2910
2910	2909, 2911
2911	2910
2912	2913
2913	2912, 2914
2914	2913, 2915
2915	2914, 2916
2916	2915, 2917
2917	2916, 2918
2918	2917, 2919
2919	2918, 2920
2920	2919
2921	2922, 2935
2922	2921, 2923, 2934, 2935
2923	2922, 2924, 2933, 2934
2924	2923, 2925, 2932, 2933
2925	2924, 2926, 2931, 2932

BURDENED LOT No	BENEFITING LOTS
2926	2925, 2927, 2930, 2931
2927	2926, 2928, 2929, 2930
2928	2927, 2929
2929	2927, 2928, 2930
2930	2926, 2927, 2929, 2931
2931	2925, 2926, 2930, 2932
2932	2924, 2925, 2931, 2933
2933	2923, 2924, 2932, 2934
2934	2922, 2923, 2933, 2935
2935	2921, 2922, 2934
2936	2937, 2950
2937	2936, 2938, 2950
2938	2937, 2939, 2941, 2950
2939	2938, 2940, 2941
2940	2939, 2941
2941	2938, 2939, 2940, 2942, 2949, 2950
2942	2941, 2943, 2948, 2949
2943	2942, 2944, 2945, 2946, 2947
2944	2943, 2945
2945	2943, 2944, 2946
2946	2943, 2945, 2947
2947	2943, 2946, 2948
2948	2942, 2947, 2949
2949	2941, 2942, 2948, 2950
2950	2936, 2937, 2938, 2941, 2949

RIVERWALK RELEASE 29

**CRA SURVEY PTY LTD****LAND SURVEYORS TOWN PLANNERS
DEVELOPMENT CONSULTANTS**7A/346 Belmore Road office@crsurvey.com.au
Balwyn Vic 3103 Tel: 03 9890 0933

REF: 3936PS29

VERSION: 14 (27-01-2023)

ORIGINAL SHEET
SIZE: A3

SHEET 11

Digitally signed by: James Spratt, Licensed Surveyor,
Surveyor's Plan Version (14),
06/02/2023, SPEAR Ref: S145590PDigitally signed by:
Wyndham City Council,
06/02/2023,
SPEAR Ref: S145590P

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

AA8069

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Lodged by	
Name:	Allens
Phone:	+61 3 9614 1011
Address:	Level 33, 101 Collins Street, Melbourne Vic 3000
Reference:	MJGM:120526026-001 (Riverwalk Stage 29)
Customer code:	0951R

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

Provisions:

RECITALS

- A. This MCP has been prepared by Development Victoria in order to regulate the siting, form and design of the residential development in accordance with the requirement to ensure a high level of amenity for owners and residents of the allotments within the Plan of Subdivision.
- B. The provisions of this MCP are incorporated into a restriction created by the Plan of Subdivision being PS828101D known as Stage 29 of the Riverwalk Estate, Werribee.
- C. This MCP provides details of approved building envelopes.
- D. This MCP provides information necessary to interpret the approved building envelopes.
- E. The MCP imposes restrictions on the design and siting of buildings which in some cases may be different to those in the Building Regulations. In some cases the restrictions in this MCP may be stricter than the Building Regulations, and in other cases, the siting restrictions may be contrary to the Building Regulations.
- F. Where the siting restrictions in this MCP are contrary to regulations 74, 76, 79, 80, 81 and 85 of the Building Regulations, no consent and report of the relevant council is required, as this MCP has been prepared with regard to regulation 71 of the Building Regulations.
- G. Some matters addressed in this MCP are not covered by the Building Regulations.

1. DEFINITIONS

- 1.1 'Approved Building Envelope' means the building envelope shown for a particular allotment in the attached Building Envelopes Plan and has the same meaning as in regulation 5 of the Building Regulations.
- 1.2 'Building' has the same meaning as in the Building Act.
- 1.3 'Building Act' means the Building Act 1993 as amended from time to time.

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V3

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

91ATLA

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- 1.4** **'Building Envelopes Plan'** means the plan that forms part of this MCP and which shows the Approved Building Envelopes and other related matters for the lots within the Plan of Subdivision.
- 1.5** **'Building Envelope Profiles'** means the profile section plans relevant to the Building Envelope. The applicable building envelope profile sections are marked on the Building Envelope Plan.
- 1.6** **'Building Permit'** means a building permit in terms of the Building Act.
- 1.7** **'Building Regulations'** means the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which regulate the siting of a Building.
- 1.8** **'Dwelling'** means a building and any associated outbuildings (including garages and carports) used for the purposes of a single domestic residence.
- 1.9** **'Finished Surface Level'** means the finished surface level of the ground at the time of registration of the Plan of Subdivision.
- 1.10** **'Front Street'** means the street or road which forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may otherwise be unclear, the Front Street is identified by the location of the vehicular crossover to the lot on the building envelope plan.
- 1.11** **'Garage'** means a domestic garage or a domestic carport constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats and the like.
- 1.12** **'Habitable Room'** has the same meaning as in the Building Code of Australia.
- 1.13** **'MCP'** means this Memorandum of Common Provisions.
- 1.14** **'Plan of Subdivision'** means the relevant plan of subdivision for a particular allotment which incorporates this MCP.
- 1.15** **'Riverwalk Residential Design Controls'** means the Riverwalk Design Standards (and associated referenced documents) prepared by Development Victoria, as amended from time to time.
- 1.16** **'Setback'** means the shortest horizontal distance from a particular boundary or building to another boundary or building (excepting matters specifically referred to in this MCP).
- 1.17** **'Side Street'** means a street or road which abuts an allotment other than a Front Street.
- 1.18** **'Development Victoria'** means Development Victoria created pursuant to the Development Victoria Act 2003.

2. SITING AND DESIGN

2.1 Exemption from the need for the Consent and Report of the relevant Council.

The restriction in the Plan of Subdivision which incorporates this MCP exempts a design from requiring the consent and report of the relevant council with regard to a design which does not comply with the Building Regulations in respect of the following:

- 2.1.1** Minimum Street Setback (regulation 74);
- 2.1.2** Site Coverage (regulation 76);
- 2.1.3** Side and rear setbacks (regulation 79);
- 2.1.4** Walls and carports on boundaries (regulation 80);

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2.1.5 Daylight to existing Habitable Room windows (regulation 81);

2.1.6 Daylight to Habitable Room windows (regulation 85).

2.2 Approved Building Envelopes

A Building (other than a boundary fence or other specific tolerable encroachments pursuant to this MCP) must be sited within the Approved Building Envelope and Building Envelope Profiles. The siting of a building within the Approved Building Envelope is subject to any further restriction or modification imposed by this MCP or any other applicable control.

2.3 Building Envelope Profiles

The heights specified with the Building Envelope Profiles are to be taken from the relevant spot "Finished Surface Level" of the site. Maximum building heights between specified points on a Setback profile lie on a straight line drawn between two specified points within a profile. The delineation of the profiles is demonstrated on the Building Envelopes plans. The Building Envelope Profiles are defined only by means of the side Setbacks of the Building Envelope. Rear Setback are to accord with the specifications outlined in Table 79 of the Building Regulations.

2.4 Minimum Front and Side Street Setbacks

No Dwelling shall be Setback from the Front Street less than 3.0 metres and Side Street less than 2.0 metres, unless otherwise reflected on the Approved Building Envelope.

2.5 Encroachments into Front Street Setback

The following may impose beyond the Approved Building Envelope and Building Envelope Profiles and encroach in to a Front Setback by not more than 1.50 metres:

- (a) An eave (including fascias & gutter);
- (b) A porch;
- (c) A verandah;
- (d) A portico;
- (e) A pergola;
- (f) A masonry chimney;
- (g) A sunblind;
- (h) A flue or pipe; and
- (i) Decks, steps or landings less than 800 millimetres in height.

None of the above structures may be greater than 3.6 metres in height.

2.6 Encroachments into side and rear Setback

2.6.1 The following may impose beyond the Approved Building Envelope and Building Envelope Profiles and encroach in to a side or rear Setback by not more than 500 millimetres:

- (a) A porch or verandah;
- (b) A masonry chimney;

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- (c) A sunblind;
- (d) A screen which prevents direct overlooking;
- (e) A flue or pipe;
- (f) A domestic fuel tank;
- (g) Heating and cooling equipment or other services; and
- (h) An eave (including fascias and gutter).

2.6.2 The following may impose beyond the Approved Building Envelope and Building Envelope Profiles and encroach in to a side or rear Setback:

- (a) A landing with an area of not more than 2.0 metres and which is less than 800 millimetres in height above "Finished Surface Level";
- (b) An unroofed stairway or ramp;
- (c) A pergola;
- (d) Shade sails; and
- (e) A domestic watertank.

2.7 Site Coverage

The site coverage of:

- front loaded buildings must not occupy more than 70% of an allotment; and
- side or rear loaded buildings must not occupy more than 75% of an allotment.

2.8 Walls on boundaries

Where a Building Envelope allows construction of a building on the boundary of the lot, a wall or carport on the boundary may have a maximum length equivalent to the length of the envelope abutting the boundary (subject to the Building providing an adequate Garage Setback as required by Clause 2.12). The height of a wall or carport must not exceed a maximum height of 3.6 metres. The average height of a wall or carport may be a maximum of 3.6 metres.

2.9 Daylight to Habitable Room windows

A Habitable Room window of a Building on an allotment must face an outdoor space or light court with a minimum dimension of 1.0 metre clear to the sky (not encroached by eaves, fascias and gutters), and not including land on an adjoining allotment.

2.10 Daylight to existing Habitable Room windows

Only where a Building Envelope allows construction on or within 150 millimetres of the boundary may a Building (including eaves, fascias and gutter) be constructed on or within 150 millimetres of the boundary. In this instance only, Buildings do not have to provide a Setback to accommodate a Habitable Room window in an existing Dwelling.

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2.11 One Dwelling on a lot

With the exception of those lots identified with a * and ♦ and marked as “Dual Occupancy Site” or “Medium Density Site” on the “Building Envelopes Plan”, only one Dwelling may be erected on a lot within the Plan of Subdivision.

2.12 Minimum Garage Setbacks

A Garage on a lot, must be setback not less than 5.5 metres from the front boundary of the lot measured from the centrepoint of the garage to the centrepoint of the crossover, unless otherwise stated below.

A Garage on lots 2928 and 2929 must be setback not less than 5.0 metres from the front boundary of the lot measured from the centrepoint of the garage to the centrepoint of the crossover.

On a corner lot that provides for garage access to the side street, a double Garage must be setback at least 2 metres measured from the centrepoint of the garage to the centrepoint of the crossover and a single Garage must be setback at least 5.5 metres measured from the centrepoint of the garage to the centrepoint of the crossover.

2.13 Location of Crossovers

The locations of the crossovers are fixed and must not be altered unless explicit consent is granted by Development Victoria or proxy.

2.14 Compliance and Discretion

Development Victoria or Wyndham City Council may authorize in writing the siting of a Building which does not comply with the restriction created by the Plan of Subdivision which incorporates this MCP, provided that such siting complies with the requirements of the Building Regulations and / or is subject to the report and consent of the relevant reporting authority in terms of the Building Regulations. Approval pursuant to this clause shall only be provided in circumstances where Development Victoria or Wyndham City Council considers that the siting is desirable in terms of achieving a better planning outcome in terms of the Riverwalk Residential Design Controls that may otherwise be achieved and will not result in any significant detriment to abutting owners or occupiers.

3. APPROVAL OF HOUSE DESIGN

The explicit approval of the design and siting of a Dwelling to be built on any lot on the Plan of Subdivision PS828101D must be granted by Development Victoria (or proxy) prior to making a formal application for a Building Permit. The design and siting of a Dwelling must be in accordance with and meet the requirements of the Riverwalk Residential Design Controls.

4. INTERPRETATION

In this MCP, unless the contrary intention appears:

- 4.1 The singular includes the plural and vice versa;
- 4.2 A reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 4.3 Words importing one gender include other genders;
- 4.4 Other grammatical forms of defined words or expressions have corresponding meanings;

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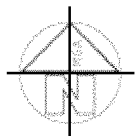
- 4.5** A reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 4.6** A reference to the Riverwalk Residential Design Controls is reference to that document or subsequent or amended documents (whether they are named as such) that are prepared to guide and control the development of land within the Plan of Subdivision;
- 4.7** A reference to an authority, institution, association or body ('original entity') that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is reference to the entity that most closely serves the purposes or objects of the original entity;
- 4.8** Headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this MCP.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

AA8069

PS828101D



KEY PLAN

② - ④ DENOTES SHEET NUMBER REFERENCE

REF 39268E29

VERSION 3 (10-11-2020)



CRA SURVEY PTY LTD
LAND SURVEYORS TOWN PLANNERS
DEVELOPMENT CONSULTANTS
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Balwyn Vic 3103 Tel: 03 9880 0833

SCALE
1:1000



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SHEET 1 OF 5



**DEVELOPMENT
VICTORIA**

RIVERWALK RELEASE 29
BUILDING ENVELOPE PLAN

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Ⓐ BUILDING ENVELOPE BOUNDARY PROFILE TYPE 2 SETBACK MINIMUM REQUIRED IF NONE SHOWN, A BUILDING CAN BE CONSTRUCTED ON THE BOUNDARY PROVIDED THAT THE BUILDING HEIGHT AND LENGTH REQUIREMENTS ARE MET) DESIGNATED VEHICLE CROSSOVER TO LOT (NO OTHER VEHICULAR ACCESS POINT IS PERMITTED TO A LOT, EXCEPT WITH THE APPROVAL OF DEVELOPMENT VICTORIA AND WYNDHAM CITY COUNCIL) BUILDING ENVELOPE (GROUND FLOOR) BUILDING ENVELOPE (FIRST FLOOR)	2901 LOT NUMBER ----- 3 METRE WIDE EASEMENT ----- 2 OR 2.5 METRE WIDE EASEMENT	PS828101D
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REF: 39268E29		VERSION: 3 110-11-20201			
	CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 74/346 Belconnen Road Belconnen ACT 2900 Sydney: Tel: 03 9690 0933	SCALE 1 : 400 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">ORIGINAL SHEET SEE: A3</td> <td style="width: 70%;">SHEET 4 OF 5</td> </tr> </table>	ORIGINAL SHEET SEE: A3	SHEET 4 OF 5
	ORIGINAL SHEET SEE: A3	SHEET 4 OF 5			
		RIVERWALK RELEASE 29 BUILDING ENVELOPE PLAN			

Memorandum of common provisions AA8069

Section 91A Transfer of Land Act 1958

PS828101D	A B C D LOT NUMBER 2901 BUILDING ENVELOPE (GROUND FLOOR) BUILDING ENVELOPE (FIRST FLOOR) 2 OR 2.5 METRE WIDE EASEMENT 3 METRE WIDE EASEMENT BUILDING ENVELOPE BOUNDARY PROFILE TYPE A SETBACK MINIMUM REQUIRED IF NONE SHOWN, A BUILDING CAN BE CONSTRUCTED ON THE BOUNDARY PROVIDED THAT THE BUILDING HEIGHT AND LENGTH REQUIREMENTS ARE MET DESIGNATED VEHICLE CROSSOVER TO LOT INC OTHER VEHICULAR ACCESS POINT IS PERMITTED TO A LOT, EXCEPT WITH THE APPROVAL OF DEVELOPMENT VICTORIA AND WYNDHAM CITY COUNCIL	ORIGINAL SHEET SIZE: A3 SHEET 5 OF 5 RIVERWALK RELEASE 29 BUILDING ENVELOPE PLAN
REF: 393682 9 VERSION: 3 10-11-2020 NOT TO SCALE		DEVELOPMENT VICTORIA
CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 74/744 Belmore Road craconsultants.com.au Bayswater Vic 3103 Tel: 03 8880 0033		

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AG017913K



Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Lodged by

Name: Wyndham City Council.....
Phone: (03) 97420941.....
Address: Civic Centre, 45 Princes Highway, Werribee VIC 3030.....
Ref: 75/001/138.....
Customer Code: 9898T.....

The Authority having made an agreement referred to in Section 181[1] of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Certificates of Title Volume 10308 Folio 858, Volume 5564 Folio 721, Volume 10446 Folio 721 and Volume 10513 Folio 533

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

Section of Act under which agreement is made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application.

Signature for the Authority:

.....

Name of officer:

Peter Marshall

Office held:

Chief Executive Officer.....

Date:

.....14.7.08.....

PLANNING AGREEMENT

Parties

MELBOURNE WATER CORPORATION

(ABN 81 945 386 953)

(“the OWNER”)

and

WYNDHAM CITY COUNCIL



THIS AGREEMENT is made the 30 day of June 2008 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

1. **Wyndham City Council** of Civic Centre, 45 Princes Highway, Werribee, Victoria 3053 ("**the Responsible Authority**"); and
2. **Melbourne Water Corporation** (ABN 81 945 386 953) of 100 Wellington Parade, East Melbourne, Victoria, 3002 (referred to as "**the OWNER**")

RECITALS:

- A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham planning scheme ("**the planning scheme**") pursuant to the provisions of the Planning and Environment Act 1987 ("**the Act**").
- B. The OWNER is the registered proprietor of the land described in certificates of title volume 10308 folio 858, volume 5564 folio 721, volume 10446 folio 721 and volume 10513 folio 533 ("**the Land**").
- C. The OWNER and the Responsible Authority agree that Development Contributions shall be made generally in accordance with the infrastructure financing policy in the Wyndham planning scheme and 'The Policy Framework for Infrastructure Financing in the City of Wyndham' ("**the policy framework**") dated 21 October 1996 or any subsequent replacement policy.
- D. The OWNER and the Responsible Authority record their agreement on the terms set out in this deed.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.
2. This agreement shall come into force immediately upon execution by the parties and shall run with the title to the land.

Interpretation

3. The parties agree that in the interpretation of this agreement:
 - 3.1 The expression "**OWNER**" shall be deemed to include the OWNER'S successors, assignees and transferees and the obligations imposed upon and assumed by the OWNER in respect to the Land of which it is registered as proprietor shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("**the successors**") as if each of those successors had separately executed this agreement;

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08/08/2008 \$104.90 173



- 3.2 **“Community Infrastructure”** includes facilities such as community meeting and activity centres, tennis courts, change rooms and other physical enhancements to sporting fields, but excludes the facilities in **“Other Development Infrastructure”**;
 - 3.3 **Development** means the development carried out on the Land in accordance with the Development Plan;
 - 3.4 **Development Contributions** mean the contributions that will be made by the Owner towards the provision of infrastructure as set out in Schedule A to this agreement;
 - 3.5 **Development Plan** means the plan endorsed under Clause 43.04 of the Wyndham Planning Scheme;
 - 3.6 **Gross Developable Area** means the area as described in the notes to Schedule A;
 - 3.7 **“Other Development Infrastructure”** includes facilities such as maternal and child health centres, pre-schools, playgrounds and basic development of open space, including sports grounds;
 - 3.8 **Works in Lieu** means the works described under clause 9.33;
 - 3.9 **“Roads and Major Pathways”** means road and traffic works on arterial and sub-arterial roads and major connecting pathways that need to be provided or upgraded as a consequence of urban development in the Werribee area, including the development and use of the Land; and
 - 3.10 **“Land”** means the land referred to in recital B.
 - 3.11 **“Neighbourhood and Sporting Open Space”** means open space required of residential developments. It is 7.5% of developable area, in lieu of the 5% required under the Subdivision Act, for acquisition of land for the required range of neighbourhood and sporting parks, as outlined more fully in the notes to Schedule A;
4. The parties agree that in the interpretation of this agreement:
- 4.1 The singular includes the plural and the plural includes the singular;
 - 4.2 A reference to a gender includes a reference to each other gender;
 - 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
 - 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;
 - 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
 - 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and
 - 4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.

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08/08/2008 \$104.90 173



Jurisdiction

5. For the purposes of this agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian courts for the enforcement of this agreement.

Severability

6. Notwithstanding clause 1, and in the event that this agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a court of competent jurisdiction in the State of Victoria.
7. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this agreement shall remain operative.

Undertakings of the parties

8. The OWNER agrees to make contributions towards the provision of infrastructure as set out in Schedule A to this agreement.
9. The parties agree that:
 - 9.1 In the event that any part of the Land is to be acquired from the OWNER by the Responsible Authority for the purpose of providing either:
 - 9.1.1 an upgrade to the arterial road network; or
 - 9.1.2 'Other Development Infrastructure' or 'Community Infrastructure' facilities of the types being funded by the 'Other Development Infrastructure' and 'Community Infrastructure' levies payable by the OWNER pursuant to this agreement,

the value of such part or parts of the Land (as determined pursuant to clause 9.2) can be allocated as a credit towards the same class of contributions payable by the OWNER pursuant to this agreement (for example, land for road widening can be credited towards contributions required for roads);
 - 9.2 For the purpose of clause 9.1, the value of any part of the Land to be acquired by the Responsible Authority shall be fixed at \$150,000.00 per hectare (\$15.00 per square metre) adjusted by the increase in the consumer price index (all groups Melbourne) between the June 2003 quarter and the most recently issued quarterly index prior to the date on which the land acquisition is to take place. The OWNER acknowledges that it has accepted the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the Responsible Authority to assess the level of the various contributions payable by the OWNER pursuant to this agreement;

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- 9.3 In the event of the Responsible Authority accepting that the OWNER may undertake Works in Lieu of payment of some of the monies which are required to be contributed by the OWNER under clause 8.0 of this agreement, the OWNER undertakes;
- 9.3.1 to prepare plans ("**the Works Plans**") in accordance with the policy framework, at its own cost, addressing items of infrastructure identified in Schedule A to this agreement;
 - 9.3.2 to submit the Works Plans for approval by the Responsible Authority;
 - 9.3.3 to complete the works shown on the approved Works Plans to the reasonable satisfaction of the Responsible Authority; and
 - 9.3.4 to arrange for the works shown on the approved Works Plans to be carried out under the direct supervision of the Chief Executive Officer of the Responsible Authority ("**the C.E.O.**") or the C.E.O.'s delegate or nominee to the satisfaction of the Responsible Authority;
- 9.4 That the value of the Works in Lieu to be attributed towards part satisfaction of the OWNER'S obligation to make contributions under clause 9.1 is to be the GST exclusive cost of those Works in Lieu;
- 9.5 If the OWNER fails to comply with any of the provisions of this agreement, the C.E.O. or his or her delegate may cause to be served on the OWNER a notice ("**the notice**") in writing specifying those works to which the OWNER is in default ("**the remedial works**"). The notice may set out the costs as estimated by the C.E.O. or his or her delegate of carrying out the remedial works ("**the estimated costs**") together with evidence of calculation of the estimated cost. The notice to the OWNER shall only relate to of the Land of which the OWNER is registered as proprietor;
- 9.6 If the OWNER fails to complete the remedial works in respect of the Land of which the OWNER is registered as proprietor within 30 days after service of the notice,
- 9.6.1 the Responsible Authority may by its staff, agents and contractors, enter onto the Land and cause the remedial works to be carried out.
 - 9.6.2 the C.E.O. or his or her delegate may cause to be served on the OWNER a demand in writing ("**the demand**") for the estimated costs;
- 9.7 If the OWNER is served with the demand, it agrees to immediately pay the amount of costs specified in the demand in respect of the land of which it is the registered proprietor;
- 9.8 If the Responsible Authority completes the remedial works, the C.E.O. must certify the actual costs of the remedial works and provide the OWNER with substantiation of the costs;

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- 9.9 If the actual costs of the remedial works are less than the estimated costs paid by the OWNER to the Responsible Authority, the Responsible Authority must reimburse the OWNER the difference between the actual costs and estimated costs within a reasonable time; and
- 9.10 Where the OWNER has complied with its obligations under this agreement in respect of a stage of a development of part of the Land, the Responsible Authority shall advise the Titles Office that this agreement no longer applies to the part of the Land in that stage of development.

Disputes

- 10 In the event of any dispute between the parties concerning the interpretation or implementation of this agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("**the tribunal**") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration for an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration pursuant to the Commercial Arbitration Act 1984.
- 11 Provision is made in this agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.
- 12 The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 10 and 11 and, unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

OWNER'S Covenants

- 13 The OWNER warrants and covenants that:
- 13.1 The OWNER is both the registered proprietor and the beneficial OWNER of the Land;
- 13.2 There are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land and not disclosed by the usual searches; except for sewer, water and power assets which will require easements to be created when the Land is developed.
- 13.3 The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act* 1958. Except for sewer, water and power assets which will require easements to be created when the Land is developed.

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Registration of agreement

14. The Responsible Authority and the OWNER shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to register this agreement on the certificates of title to the Land in accordance with section 181 of the Act.
15. Without limiting the operation or effect which this agreement has, the OWNER must ensure that until such time as this agreement is registered on the certificates of title to the Land, successors in title shall be required to:
 - 15.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and
 - 15.2 Execute under seal a deed agreeing to be bound by the terms of this agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the OWNER appears and in addition to the name of the OWNER.

Notification to Successors in Title

16. The OWNER will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this agreement and the section 181 application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the certificates of title to the Land.
17. The OWNER will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this agreement.
18. The OWNER and the Responsible Authority acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the OWNER are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the land and bind the OWNER, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner may apply for planning permission

19. The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the OWNER to make any application under the planning scheme for permission to use and develop the land or prevent or constrain the Responsible Authority from considering and determining any such application in accordance with the requirements of the planning scheme and the Act.

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Service

20. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
- 20.1 By delivering it personally to that party;
 - 20.2 By sending it by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or
 - 20.3 By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
21. A notice or other communication is deemed served:
- 21.1 If delivered, on the next following business day;
 - 21.2 If posted, on the expiration of two business days after the date of posting; or
 - 21.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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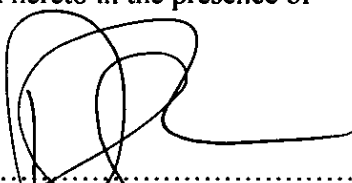
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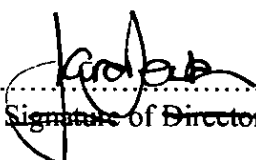


IN CONFIRMATION of their agreement the parties have executed this agreement on the date set out at the commencement of the agreement.

The OFFICIAL seal of MELBOURNE)
WATER CORPORATION was)
affixed hereto in the presence of)



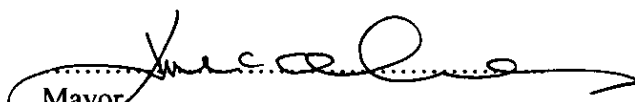

.....
Signature of Director


.....
Signature of Director/ Secretary

ROB SKINNER
.....
Name of Director

JANE DENTON
.....
Name of Director /Secretary
16.6.08

THE COMMON SEAL of)
WYNDHAM CITY COUNCIL)
was affixed by authority of the Council)
on the day of 200...)
in the presence of:)


.....
Mayor


.....
Chief Executive Officer



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SCHEDULE "A"

CONTRIBUTIONS TO BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT

Point at which Contribution is to be made	Infrastructure Item	Estimated Value of Contribution* ¹
Prior to commencement of works on the development	☐ Community Centre site 0.5 ha @ \$150,000 as listed in the 'Notes', below* ⁵ .	An initial contribution of \$75,000.00
Before issue of a statement of compliance the 201 st lot	☐ Contribution for community infrastructure, as listed in the 'Notes', below* ⁵ .	\$66,162.30
Before issue of a statement of compliance for each of the 401 st , 601 st , 801 st , 1001 st , 1201 st , 1401 st , 1601 st , 1801 st and 2001 st lots.	☐ Contribution for community infrastructure, as listed in the 'Notes', below* ⁵ .	\$ 140,460.00
Before issue of a statement of compliance for each of the 201 st , 401 st , 601 st , 801 st , 1001 st , 1201 st , 1401 st , 1601 st , 1801 st and 2001 st lots.	☐ Contribution towards roads and major pathways as listed in the 'Notes', below * ²	\$ 804,073. 48
	☐ Contribution towards other development infrastructure, as listed in the 'Notes' below.* ³	\$ 168,300.00
Before issue of a statement of compliance for 701 st lot.	☐ Contribution towards provision of neighbourhood and sporting open space.	Open space contribution in the form of a 3.9 ha oval.
Before issue of a statement of compliance for any of the last 187 lots.	☐ Contribution towards roads and major pathways.	A final contribution of \$60,000 per hectare of net developable area for which a contribution was not made as above. * ^{2,6}
	☐ Contribution towards provision of neighbourhood and sporting open space.	The balance of the open space contribution required totalling 7.5% of the gross developable area or the balance as a cash contribution, as valued at the time of contribution. * ⁴
	☐ Contribution towards other development infrastructure.	\$841.50 per lot for all lots for which contributions were not made as provided above.
	☐ Contribution for community infrastructure.	\$702.30 per lot for all lots for which contributions were not made as provided above.* ⁵

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Notes:

- *¹ The values in the above Schedule are based on contributions by June 30th, 2003. All contributions are to be indexed quarterly, in accordance with the last published Consumer Price Index [All Groups] for Melbourne, at the date of payment.
- *² The contributions towards roads and major pathways are \$60,000 per hectare of net development area, and are to be used to upgrade the sub-arterial road network and provide major connecting pathways [other than along roads] in Werribee West. The works include:
 - Pedestrian Bridge
 - Controlled Intersections
 - Partial Upgrade of Farm Road
 - Regional Bike Paths
 - Construction of Armstrong Road
- *³ The 'other development infrastructure' items to be partly funded from these contributions are to help provide for maternal and child health, pre-school and associated meeting spaces, as needs are defined, and basic development of open space areas, including playgrounds and the basic playing fields proposed in active open space to serve the Werribee West community.
- *⁴ The contribution towards neighbourhood and sporting open space is in lieu of the 5% required under the Subdivision Act. The current requirement [7.5% of the gross developable area*7] is the minimum needed to achieve sufficient local open space and sporting reserves for the future community. Any cash contributions for open space are to be based on land values at the time of contribution, and are to be used to help fund provision of a major sports park for Werribee West.
- *⁵ The community infrastructure items to be funded from these contributions include:
 - Oval and Pavilion
 - Partial construction of a Community Centre



These contributions are currently 'capped' in the Planning and Environment Act, at \$900 per lot.

- *⁶ Net Development Area is the total site area, minus arterial and sub-arterial road widenings and reserves (as listed in Note 2), floodways in dedicated reservations, school sites, church site, acoustic berm, tree retention reserves and [except in calculating public open space requirements] the open space required by Council. Estate entry features, plantation and garden reserves and similar features are not omitted. At the date when this Agreement is made, the net development area is defined as 145.88 hectares. If this changes during the course of the project, it may be adjusted in settling on the final payment.
- *⁷ Gross Developable Area is the total site area, minus arterial and sub-arterial road widenings and reserves (as listed in Note 2), floodways in dedicated reservations, school sites, church site, acoustic berm and tree retention reserves. Estate entry features, plantation and garden reserves and similar features are not omitted. Gross Developable Area is only used in this Agreement in calculating public open space requirements.
- *⁸ Summary of Contributions in June 2003 terms [to be indexed to the CPI]

Infrastructure Item	Per Hectare	\$ Per Lot/dwelling	Total
Roads and Major Pathways	\$60,000.00	-	\$8,752,800.00
Other Development Infrastructure	-	\$841.50	\$1,841,202. 00
N'hood and sporting open space	7.5%	-	16.30 hectares or cash equivalent
Community Infrastructure	-	\$702.30	\$1,536,632.40
TOTAL			\$12,130,634.40 +16.30 hectares or cash equivalent

Basic assumptions and calculations:

Assuming 15 lots per hectare net developable land.

Gross area = **197.63 hectares**

Gross developable area = Total Area minus Encumbered land and reserves, schools etc.

197.63 hectares

Minus 3.60 ha (Discovery Centre)
2.55 ha (Hangar 1)
0.50 ha (Community Services Centre)
3.50 ha (Public Primary School)
6.00 ha (Independent Primary School)
1.00 ha (Church Site)
10.50 ha (Encumbered Open Space)
2.30 ha (Acoustic Berm and Bridge Abutment)
5.50 ha (Tree retention reserves)

Total omissions = **35.45 ha**

Gross developable area = **162.18 ha**

Open Space Provision (7.5%) Required = 12.48 ha

Total Open Space Provided = 16.30 ha

Net Developable area = Gross Developable Area minus Open Space Contributions

162.18

Omit 16.30

Net Developable Area = **145.88 ha**

Lot Yield =

Net Developable Area multiplied by density (15 lots/ ha)

145.88 x 15 = 2188 lots

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From www.planning.vic.gov.au at 02 March 2026 12:07 PM

PROPERTY DETAILS

Address: **41 YEARLING PROMENADE WERRIBEE 3030**

Lot and Plan Number: **Lot 2912 PS828101**

Standard Parcel Identifier (SPI): **2912\PS828101**

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

Council Property Number: **267843**

Planning Scheme: **Wyndham**

Directory Reference: **Melway 205 G12**

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

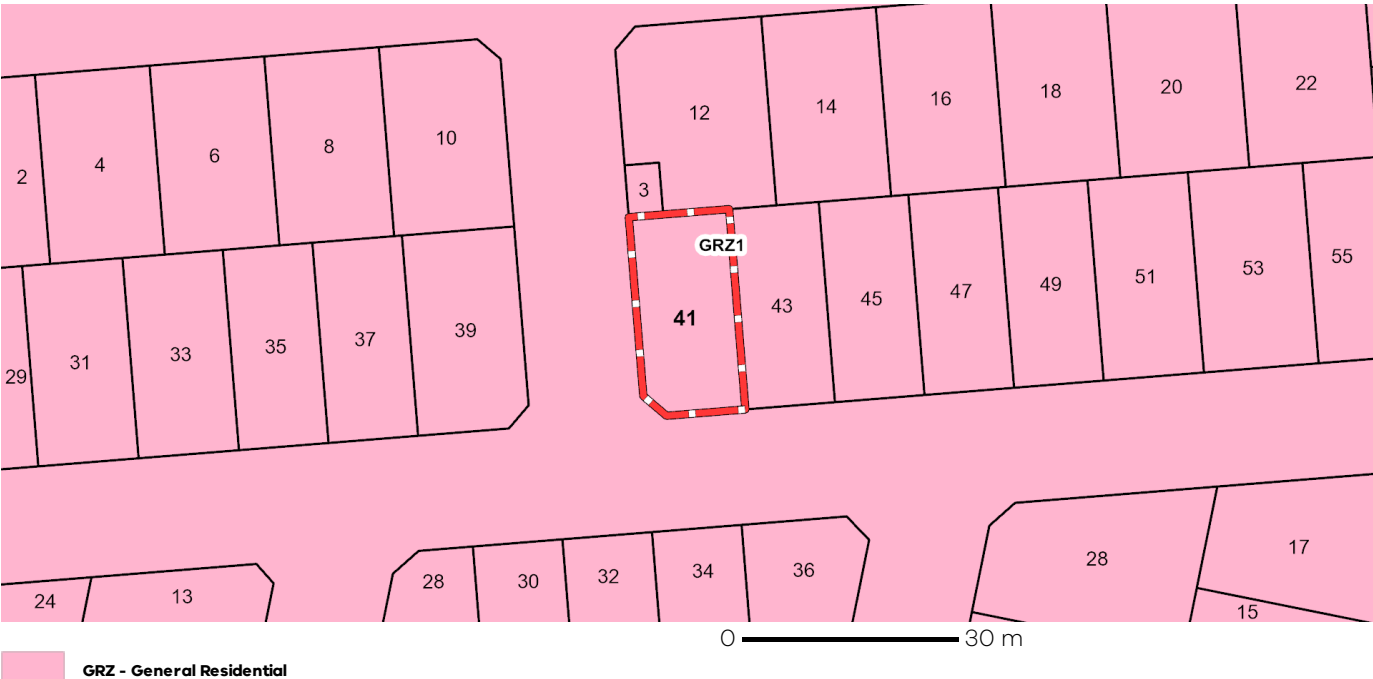
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

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 Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

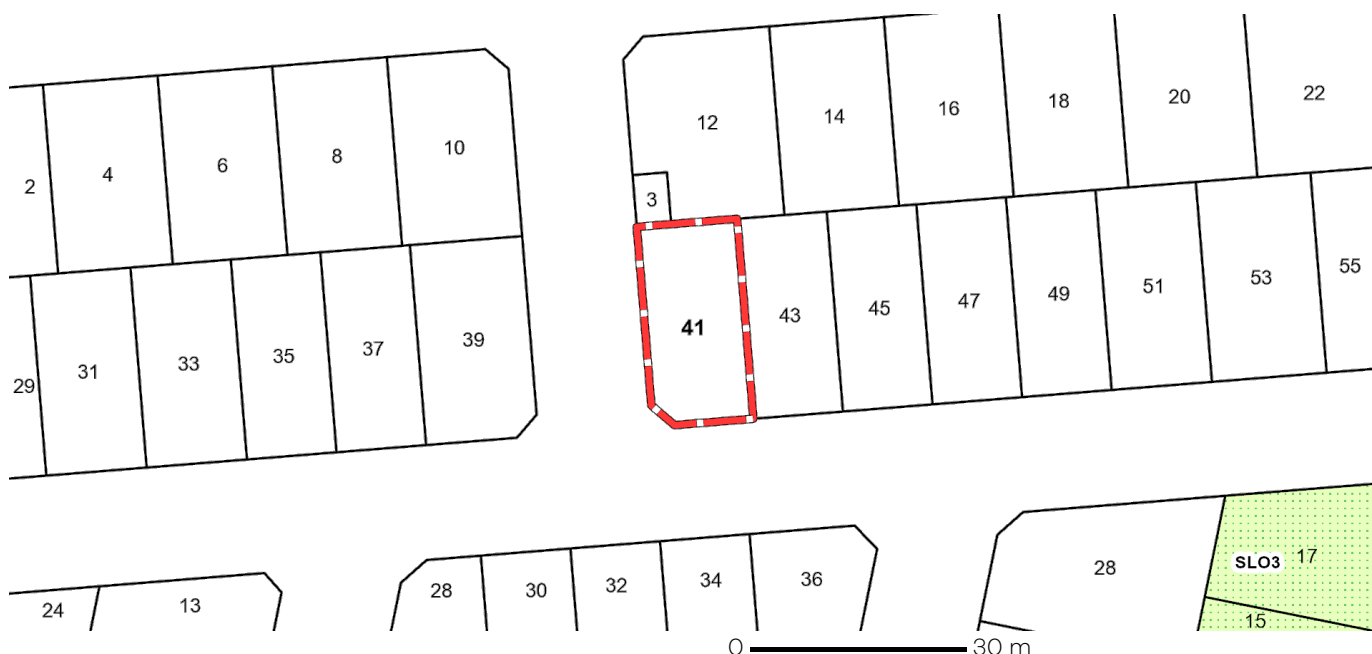
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 16 \(DPO16\)](#)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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.

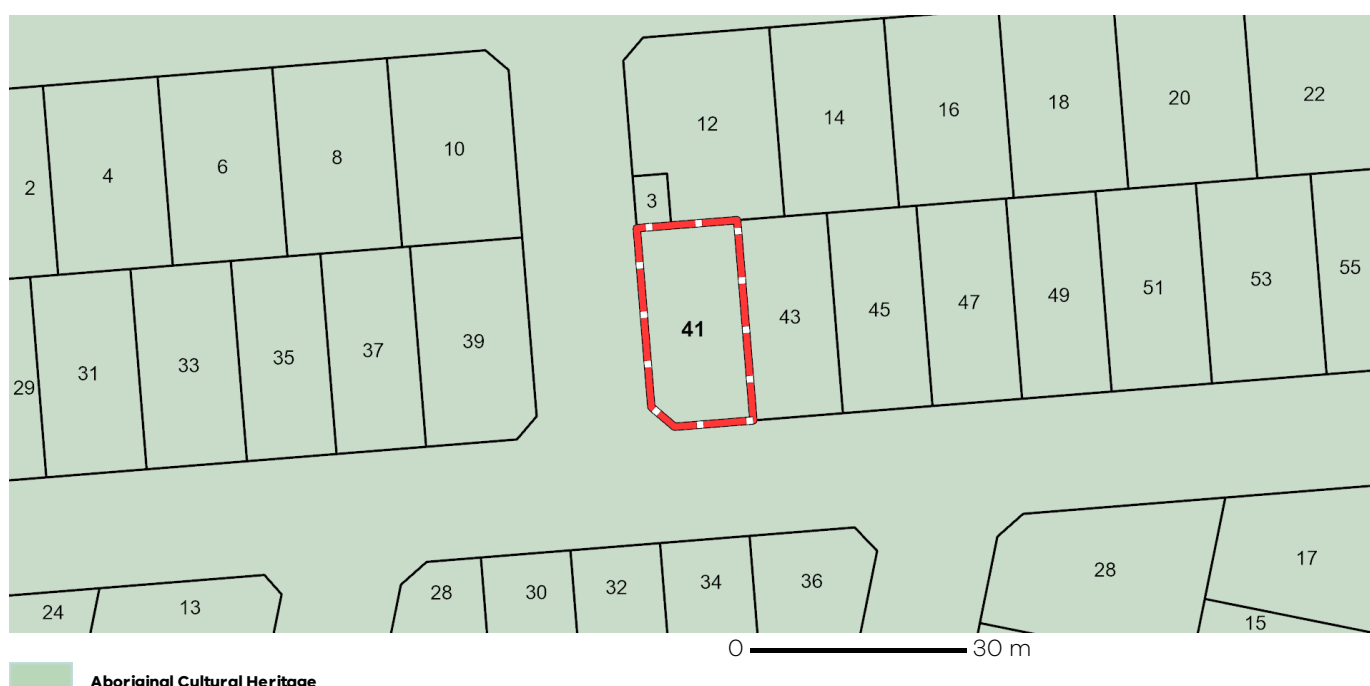
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 27 February 2026.

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

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

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

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

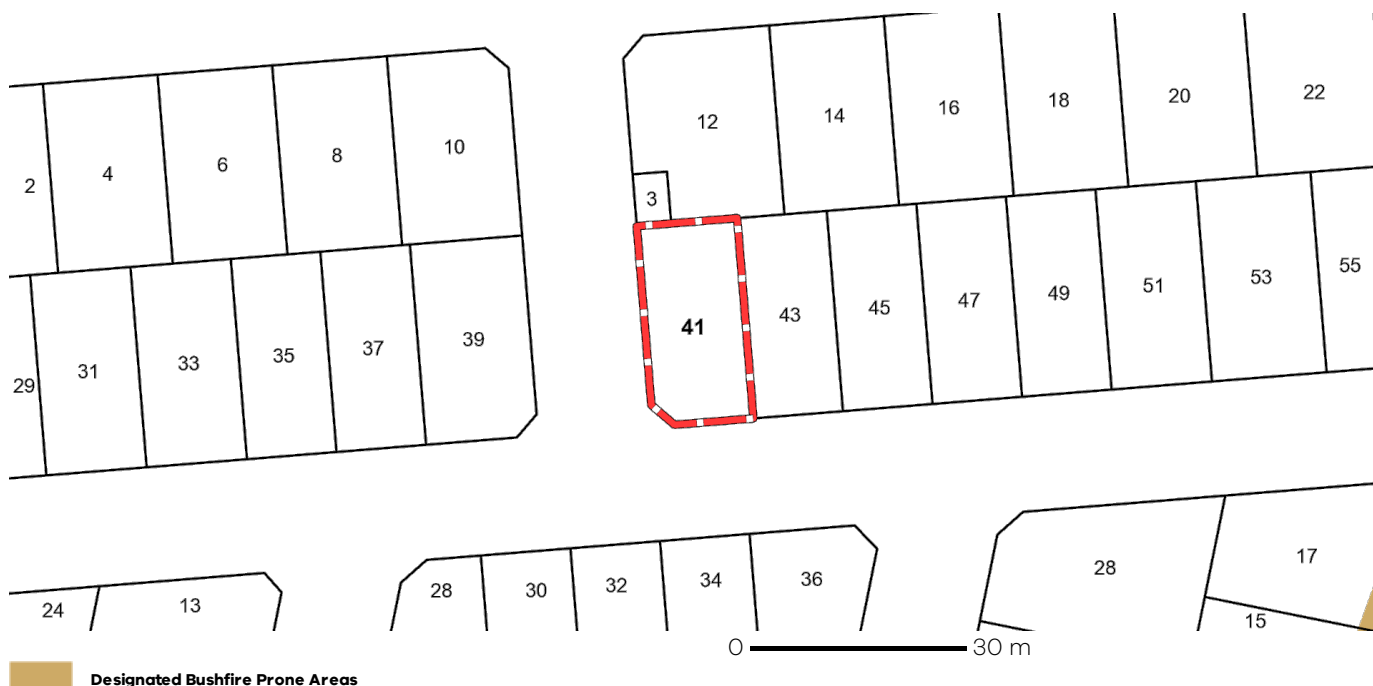
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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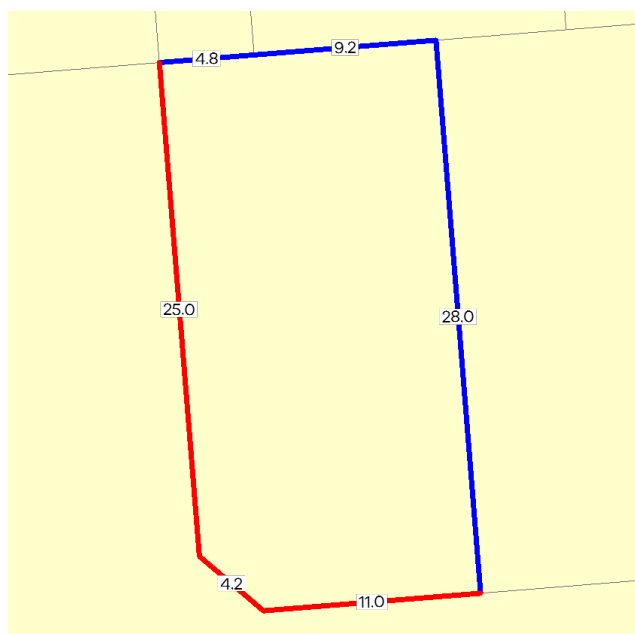
PROPERTY DETAILS

Address: **41 YEARLING PROMENADE WERRIBEE 3030**
 Lot and Plan Number: **Lot 2912 PS828101**
 Standard Parcel Identifier (SPI): **2912\PS828101**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **267843**
 Directory Reference: **Melway 205 G12**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 388 sq. m

Perimeter: 82 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **WERRIBEE**

PLANNING INFORMATION

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

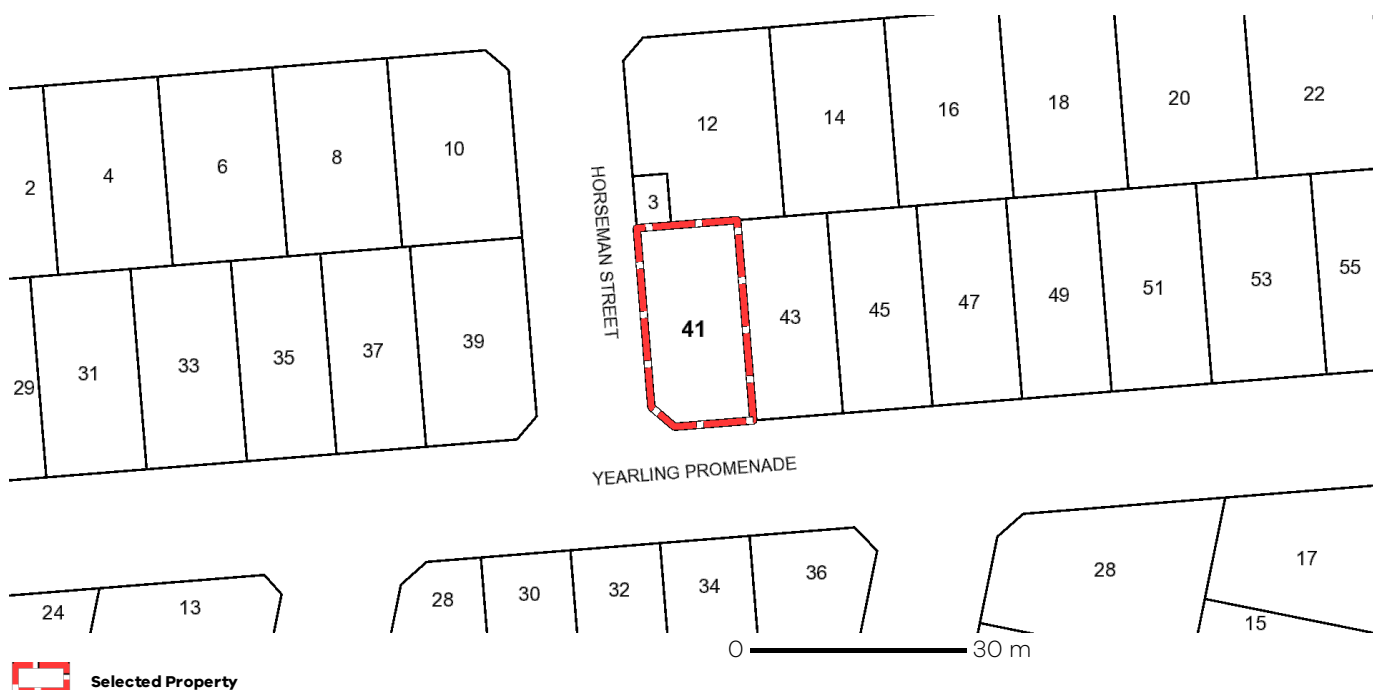
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018
BUILDING PERMIT

**ISSUED TO (AGENT OF OWNER)**

Meticon Homes Pty Ltd - 501 Blackburn Road, Mount Waverley - 3149, VIC - permitswest@meticon.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Meticon Homes Pty Ltd - 501 Blackburn Road, Mount Waverley - 3149, VIC - Telephone: 03 9915 5555

OWNERSHIP DETAILS

Chun Yat Yuen - c/o 501 Blackburn Road, Mount Waverley - 3149, VIC
 Contact: Chun Yat Yuen Email: amohklt@gmail.com Telephone: c/o: 03 9915 5555

PROPERTY DETAILS

Lot 2912 (41) Yearling Promenade, Werribee - 3030

LP/PS PS828101D	VOLUME 12481	FOLIO 375	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT City of Wyndham			

BUILDER

Meticon Homes Pty Ltd, 501 Blackburn Road, Mount Waverley - 3149, VIC - 03 9915 5555

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Meticon Homes Pty Ltd	Builder	CDB-U 52967
Tianyang Song	Engineer	PE0000610

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Meticon Homes Pty Ltd	Builder	CDB-U 52967
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Insurance House Pty Ltd

INSURANCE POLICY NUMBER

C743174

NATURE OF BUILDING WORK

Proposed construction of a New Dwelling and Garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED One	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$319,563.00	FLOOR AREA OF NEW BUILDING WORK 184 m2
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BUILDING CLASSIFICATION**PART OF BUILDING**

Ground Floor	BCA CLASSIFICATION 1a(a)	DESCRIPTION Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:

1. P2.1- Structural stability and resistance

DETAILS OF PERFORMANCE SOLUTION:

A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Wyndham	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work
--------------------------	---	-----------------------------	---

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

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

COMMENCEMENT AND COMPLETION

The building work must commence by 06/09/2024.

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

This building work must be completed by 06/09/2025.

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

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building permit must ensure that
 - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - (ii) The building permit number and the date of issue of the permit; and
 - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
9. Termite Protection MUST be provided to the dwelling, in accordance with AS 3660.1.2014.
10. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.
11. Prior to the issuance of an Occupancy Permit; Certificates from the Supplier/Installer must be provided to Checkpoint Building Surveyors certifying that the Waterproofing Membrane installed has been tested and complies with AS 4858 and AS 4654 Part 1 (where applicable); and that all wet areas have been Waterproofed in accordance with AS 3740 and AS 4654 Part 2 (where applicable).
12. The Relevant Building Surveyor certifies that substantial progress was made on the design of the building to which this permit relates prior to 1st May 2023 or 1st October 2023 for Parts H6, H8 and 10.8 3. The requirements of the **National Construction Code – BCA 2022 (Volume 2)** do not apply to the relevant building work pursuant to section 10(2) of the Building Act 1993.

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

BUSINESS

Checkpoint Building Surveyors

Address: 226 Normanby Road Southbank VIC 3006

Email: enquiries@check-point.com.au

Phone: (03) 9673 0000

REGISTRATION NO.

BS-L 61003

PERMIT NO.

7652448969068

SIGNATURE



DATE

06/09/2023

NOTES:

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

ESTATE:
ESTATE RIVERWALK
STAGE: 29

IMPORTANT NOTE:

ALL SURFACE DRAINAGE WORKS SHALL BE INSTALLED IN ACCORDANCE WITH THE ENGINEERS DESIGN DETAIL FOR THE SELECTED FOOTING SYSTEM & SOIL CLASSIFICATION AND IN ACCORDANCE WITH CLAUSE 56.3 DRAINAGE REQUIREMENTS OF AS2870-2011, WHEREIN FOR BUILDINGS ON MODERATELY HIGHLY AND REACTIVE SITES

- SURFACE DRAINAGE SHALL BE CONTROLLED THROUGHOUT CONSTRUCTION AND BE COMPLETED BY THE FINISH OF CONSTRUCTION
- THE BASE OF TRENCHES SHALL SLOPE AWAY FROM THE BUILDING
- WHERE PIPES PASS UNDER THE FOOTING SYSTEMS, CLAY PLUGS ARE ADOPTED TO PREVENT THE INGRESS OF WATER

FOR BUILDING ON HIGHLY AND REACTIVE SITES, THE DRAINER SHALL PROVIDE STORAGE ARTICULATION TO ALL STORMWATER SANITARY PLUMBING DRAINS AND DISCHARGE PIPES IN ACCORDANCE WITH CLAUSE 56.4 PLUMBING REQUIREMENTS, WHEREIN FLEXIBLE JOINTS IMMEDIATELY OUTSIDE THE FOOTING AND PERIMETER ARE REQUIRED TO ACCOMMODATE THE REQUIRED DIFFERENTIAL MOVEMENT BASED ON THE SOIL CLASSIFICATION

SURFACE WATER MUST BE DIVERTED AWAY FROM THE DWELLING AND GRADED AWAY FROM ALL FOUNDATIONS TO GIVE A SLOPE OF NOT LESS THAN 50MM OVER THE FIRST 1000MM FROM THE DWELLING

DEEPENING OF FOOTINGS:
DEEPENING OF FOUNDATIONS MAY BE REQUIRED DUE TO ADJACENT EASEMENTS, TO INFORMATION FROM RELEVANT REQUIREMENTS.

TERMITE PROTECTION:
PROVIDE TERMITE PROTECTION IN ACCORDANCE WITH A.S.3660.1

DEVELOPER APPROVAL
DEVELOPER APPROVAL REQUIRED

SLAB STEP-DOWNS:
THE FOLLOWING STEP DOWNS ARE TAKEN FROM F.F.L. OF HOUSE SLAB:-

GARAGE: 135MM
PORTICO: 135MM
OUTDOOR ROOM: 135MM

PAVING AND PATHS:
ALL PAVING AND PATHWAYS TO BE MINIMUM 1000MM WIDE UNLESS SHOWN OTHERWISE.

SUSTAINABLE ENERGY:
DWELLING TO COMPLY W/- RELEVANT SUSTAINABLE ENERGY REQUIREMENTS.

TEMPORARY FENCING:
BUILDER TO PROVIDE FENCING TO ANY UNFENCED BOUNDARIES

RESCODE NOTES:

VACANT ADJOINING LOTS TO EITHER SIDE AS AT 11/08/23. THEREFORE NO REQUIREMENTS FOR MEASURES LIMITING OVERLOOKING OR OVERSHADOWING AT THIS STAGE WILL BE REQUIRED. THIS WILL NEED TO BE CONSIDERED IF AN OCCUPANCY PERMIT IS ISSUED ON THE ADJACENT LOTS BEFORE A BUILDING PERMIT CAN BE ISSUED ON OUR LOT. NOTE SITTING AND PLANS MAY ALTER DUE TO THE ABOVE REQUIREMENTS.

OWNER TO PROVIDE 18M H SCREENING PRIOR TO CERTIFICATE OF OCCUPANCY TO COMPLY WITH REG. 84.

CONSTRUCTION DRAWINGS ...22/08/2023

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed.....

Date.....

DEVELOPER NOTES:

ANY SERVICE EQUIPMENT, SHEDS, BINS, SIGNS AND OTHER ANCILLARY ITEMS MUST MEET THE STANDARDS OF SECTION 9.1 OF THE RIVERWALK STAGES 27-29 DESIGN STANDARDS.

THE LETTERBOX MUST COMPLEMENT THE DWELLING IN COLOUR, DESIGN AND MATERIAL, AS PER THE STANDARD OF SECTION 9.2 OF THE RIVERWALK STAGES 27-29 DESIGN GUIDELINES.

DWELLING TO INCLUDE A MIN 1.5KW SOLAR PV PANEL, INSTALLATION, AS PER THE REDUCTION IN EMISSION FORM. BUILDING SURVEYOR MUST CONFIRM COMPLIANCE WITH THIS REQUIREMENT BEFORE ISSUING PERMIT.

BUILD ENVELOPE:

3D BUILDING ENVELOPES EXIST ON THIS ALLOTMENT.

BUILDING TO BOUNDARY ZONE

DOUBLE STOREY (NON HAB ROOM WINDOW OR PRIVACY SCREEN) ZONE

DOUBLE STOREY (HAB-ROOM WINDOW) ZONE

ENCROACHMENT REQUIREMENTS UNDER 36M ARE ALLOWABLE IN THIS BUILDING ENVELOPE.

GARAGE CONSTRUCTION:

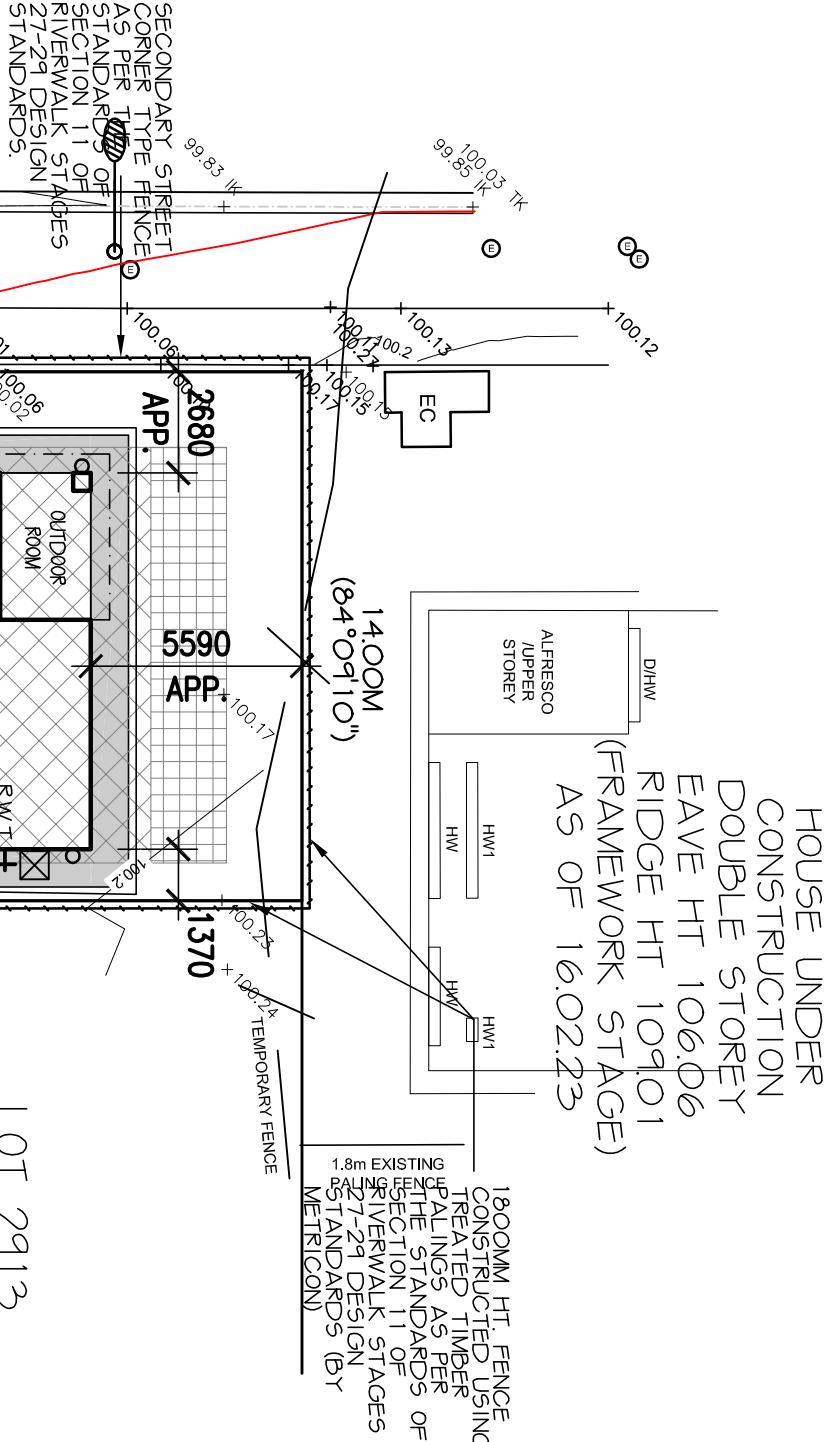
GARAGE TO BE BUILT ON THE BOUNDARY GUTTER AND FASCIA TO BE LOCATED ON TOP OF EXTERNAL SKIN OF BRICKWORK.

RECYCLED WATER CONNECTION

PROVIDE CONNECTION TO 2ND GARDEN TAPS, ALL W.C.'S & LAUNDRY STOP TAP (WHERE REQUIRED) AS PER LOCAL AUTHORITIES REQUIREMENTS

PROVIDE HEAVY DUTY TRAFFICABLE COVER TO DRIVEWAY DUE TO SEWER TIE BELOW

HORSEMAN STREET



HOUSE UNDER CONSTRUCTION
DOUBLE STOREY
EAVE HT 106.06
RIDGE HT 109.01
(FRAMEWORK STAGE)
AS OF 16.02.23

LOT 2913
VACANT AS
@ 11/08/23

DEEPEENED EDGE
BEAM W/- LOWERED
REBATE TO SUIT

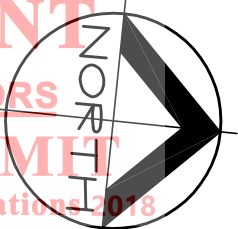
WALL HEIGHT
3175MM

AVERAGE
WALL HEIGHT
3175MM

WALL HEIGHT
3215MM

EXPOSED AGGREGATE
CONCRETE DRIVEWAY
AND FRONT PATH

YEARLING PROMENADE



SITE AREA:
388 SQM

BUILDING AREA:
184 SQM

SITE COVERAGE:
47 %

PERMEABILITY:
36 %

WIND SPEED:
XX M/S

EXCAVATION NOTES:

EXCAVATE APPROX 180 MM ON R.L. 100.0 & SPREAD FILL OVER REMAINING BUILDING AREA TO LEVEL BUILDING PLATFORM TO HAVE MIN. 50MM FALL OVER FIRST 1000MM FROM SLAB.

IMPORTANT NOTE:

EXCAVATIONS ARE SUBJECT TO PERMIT APPROVAL & NOT TO BE USED BY ANY OTHER CONTRACTORS OTHER THAN METRICON HOMES P/L

DRAINAGE NOTES:

PROVIDE MIN. 100MM DIA. UPVC, STORMWATER DRAINS WITH MIN. 1:100 FALL, CONNECTED TO LEGAL POINT OF DISCHARGE.

REFER TO ENGINEERS DRAINAGE PLAN FOR FULL STORMWATER & DRAINAGE LAYOUT AND DETAILS

LEGEND

- PERMANENT SURVEY MARK
- TITLE PEG
- SURVEY MARK
- TOP/ICE OF DRAIN
- G.W.T. GAS WATER TELECOM CONDUITS
- TREE
- SEC. SEC PIT
- AND HOUSE CONNECTION POINT
- DOWN PIPE LOC.
- METER BOX LOC.
- STORM WATER RUN
- SEWER TILE
- TREES REMOVED
- HOT WATER UNIT LOCATION
- GAS METER

WILSON SURVEY DATE: 16/02/23

CONTOUR INTERVALS: 200 MM

LEVELS TO: ARBITRARY DATUM

SITE PLAN

metricon

501 Blackburn Road Mount Waverley Vic 3149
P.O. Box 857 Mount Waverley Vic 3149
Telephone 03 9915 5555 Fax 03 9222 5144

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MR. C. YUEN

LOT 2912 YEARLING PROMENADE
WEERIBEE

F.C. DATE: 22/08/23 PERMIT NO. XXXXX/X

JOB: 727811 DRAWN: P03

DATE: 29/07/21 CHECKED:

SCALE: 1:200 SHEET: 1 OF 9

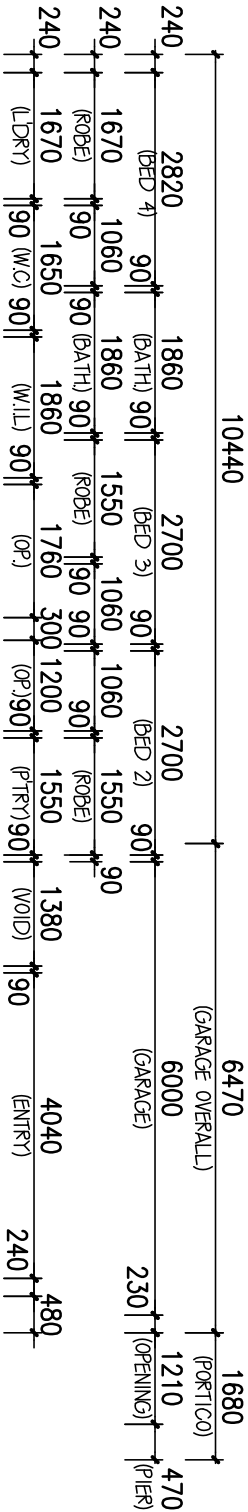
MELWAY REF: 205 G12 FINAL PLANS

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE 1200

TERMINATION PROTECTION IS REQUIRED IN ACCORDANCE WITH AS 3660.1



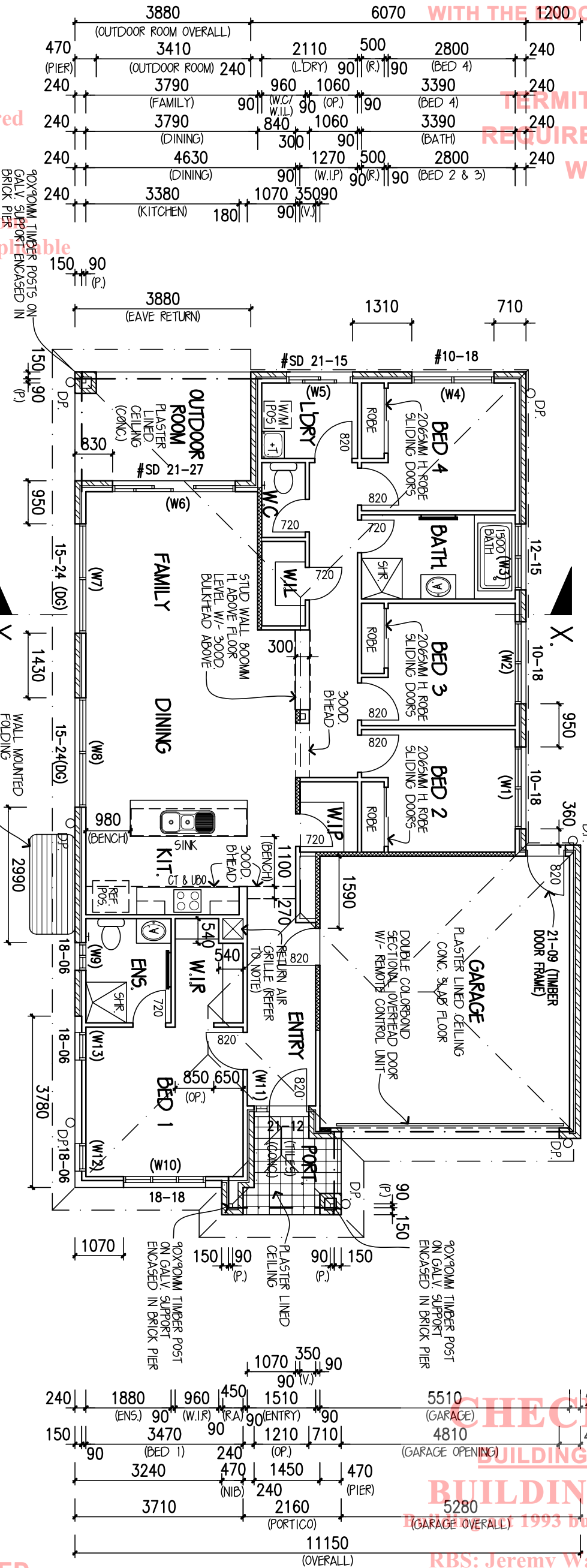
800MM DOUBLE RAIL @ 900MM H
TOILET ROLL HOLDER @ 750MM H
(DG) - DOUBLE GLAZED



NOTE: ZERO LOT LINE TO GARAGE WALL
(REFER S-TYP-GARA-01 SHEET 2)

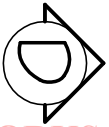
CONSTRUCTION DRAWINGS
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

CHECKPOINT BUILDING SURVEYOR
BUILDING PERMIT
RBS: Jeremy Wallert BSL-6106
Date: 06/09/2023 BP: 7652448969068



NOTE: GARAGE DIVIDING STUD WALL TO BE ON GARAGE FLOOR LEVEL.
(REFER S-TYP-GARA-02 & S-TYP-SILL-04)

FLOOR PLAN 1:100



NOTES:

- *WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE
- *CENTRE ALL WINDOWS & DOORS INTERNALLY TO ROOM
- *PLAN DIMENSIONS ARE TO FRAME SIZE ONLY
- *WINDOW SIZES SHOWN ARE SUPPLIERS FRAME SIZES
- *ALL GLAZING TO COMPLY WITH AS 1288-2006 GLASS IN BUILDINGS, AS 2047-2014 WINDOWS IN BUILDINGS & AS 4055-2012 FOR WINDLOADING
- *GARAGE ROOF TO BE TIED DOWN MIN. 1200 INTO BRICKWORK WITH HOOP IRON STRAPS
- *ALL WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH NCC 3.8.3
- *EXTERNAL PLIABLE MEMBRANES TO COMPLY WITH & BE INSTALLED IN ACCORDANCE WITH NCC 3.8.7.2 & AS/NZS 4200.1 & AS 4200.2
- *ALL EXHAUST FANS TO COMPLY W/-NCC 3.8.7.3

LEGEND:

- LOAD BEARING WALL
- WALL UNDER STAIR TO BE BUILT AFTER STAIR
- 12MM PLY BOARD FIXED TO STUD W/PLASTER OVER INCREASED WIND RATING AS PER AS2047 TO NOMINATED GLAZING PANELS

AREAS:	GARAGE:	DESIGN:	CEILING:
GRD FLR: 134.17 SQM	36.23 SQM	COASTAL	27.1 R
PORTICO: 4.23 SQM	18.94 SQM	DOUBLE	F
SUBTOTAL: 134.17 SQM	19.80 SQM	FLOOR PLAN	
TOTAL: 144.44 SQM	W5A/N20COA51		

metricon Premium

OWNER: MR. C. YUEN
LOT 2912 YEARLING PROMENADE
WEERIBDEE

JOB NO: 727811 DATE: 29/07/21
F.C. DATE: 22/08/23 MST VER: P 03 DEC 2013
PERMIT NO:
DRAWN: Pgs3
CHECKED: JOT
SHEET: 2 of 9

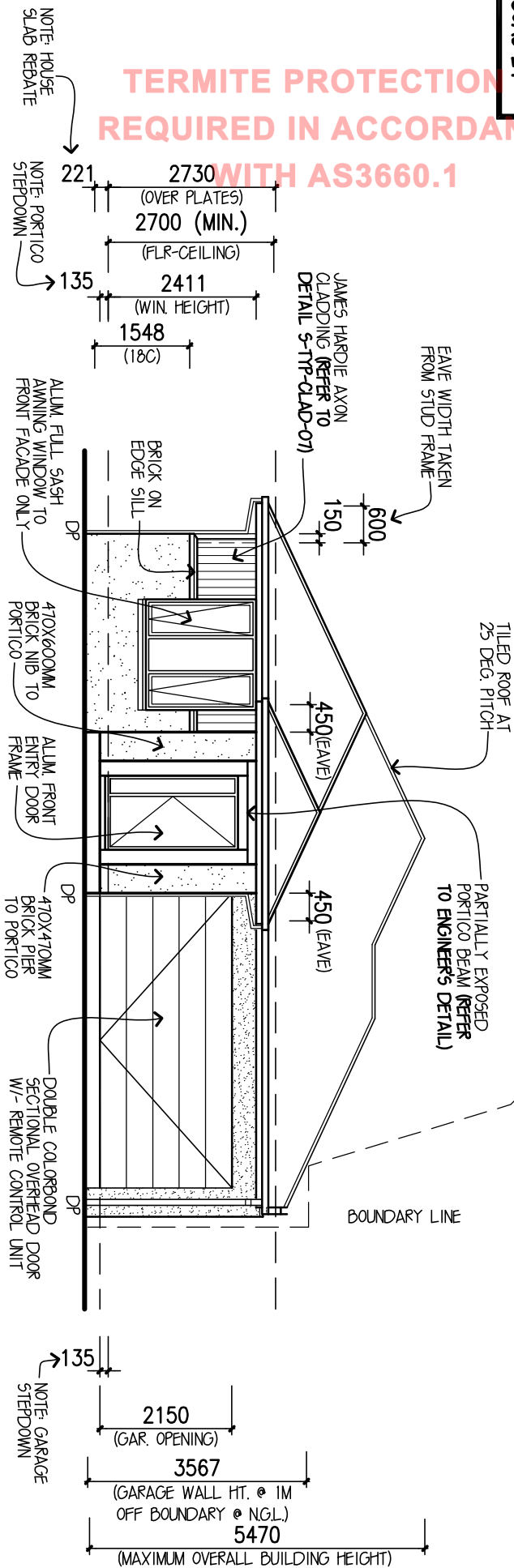
IMPORTANT NOTE:
REFER TO FACADE DETAIL
REF. NO. S-TYP-COAS-24

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
THAT THE SITING OF THE BUILDING COMPLIES
WITH THE ENDORSED PLANS

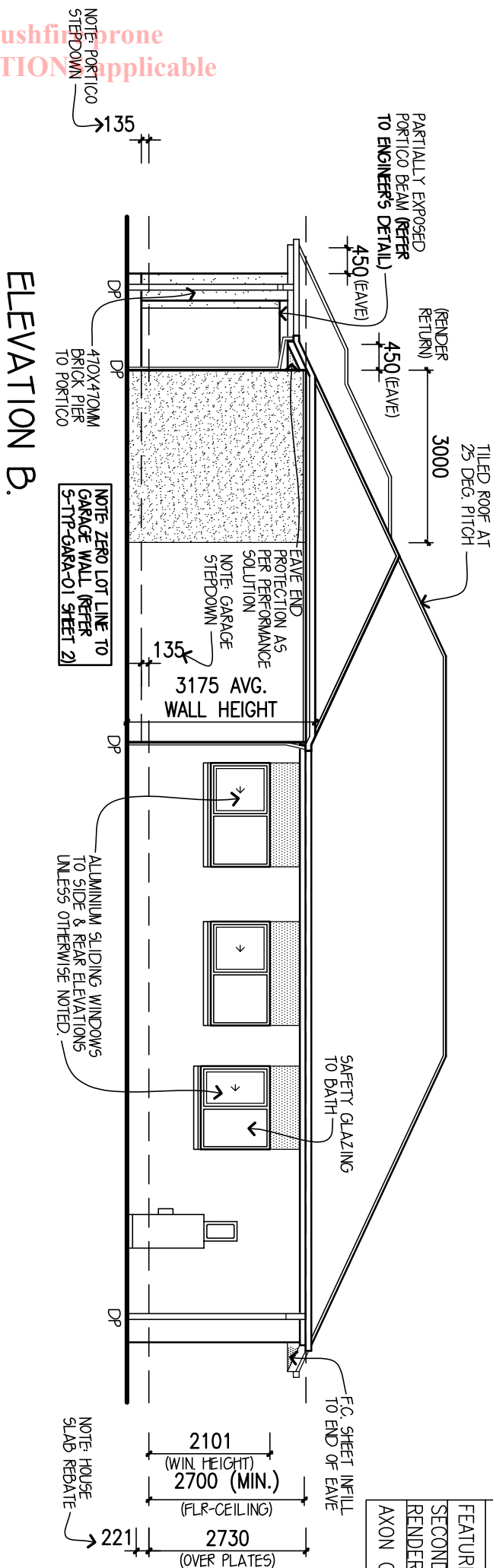
TERMITE PROTECTION IS REQUIRED IN ACCORDANCE WITH AS3660.1

2730 (OVER 2.5M)

TAIL



ELEVATION A.



IMPORTANT NOTE: REFER TO SOIL ENGINEERS PLANS FOR ARTICULATION JOINT LOCATIONS	PROVIDE F.C INFILL ELEVATION B & C-WINDOWS & DOORS UNLESS NOTED OTHERWISE, BRICK TO ELEVATION D.	PROVIDE BRICKWORK INFILL ABOVE GARAGE & ENTRY DOOR.	PROVIDE FINE TEXTURE ACRYLIC RENDER FINISH TO PORTICO RENDERED BRICK PIER & NIB	IMPORTANT NOTE: PROVIDE ALUMINIUM FRAMED FLYSCREENS WITH FIBREGLASS MESH TO ALL OPERABLE WINDOWS EXCLUDING GARAGE.	* DENOTES DOUBLE GLAZING
---	---	--	--	---	---------------------------------

FACADE AREA:		11.90 SQM
(EXCLUDING GLAZING, ROOFS AND OPENINGS)		
BRICKWORK	1.30 SQM	11%
FEATURE RENDER	6.40 SQM	54%
SECONDARY RENDER	2.90 SQM	24%
AXON CLADDING	1.30 SQM	11%

ELEVATIONS 1:100

ELEVATION B.

**CONSTRUCTION
DRAWINGS** 22/08/2023

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed.....

Date.....

VARIATIONS(V), RE-PREPS(R), AMENDMENTS(A):							
No:	Date:	Drawn:	Chked:	No:	Date:	Drawn:	Chked:
CON	29/07/23	PG3	JOH	R5	17/03/23	B&M	--
FC	22/08/23	VZR	--	-			
-				-			
-				-			
-							

DESIGN: AVENUE 184

FACADE: **COASTAL** CEILING: **27, R**

GARAGE: **DOUBLE**

ELEVATIONS

W5AVN20COA51

**metricon**

Premium

OWNER: MR. C. YUEN

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JOB NO: 7278 1 1 DATE: 29/07/21

F.C. DATE: 22/08/23 MST VER: P 03 DEC 2013

PERMIT No:

NOTES:
 *WINDOW SUPPLIER TO SUPPLY COVER BOARDS TO ALL CORNER WINDOWS UNO.
 *ALL GLAZING TO COMPLY WITH A.S. 1288-2006 GLASS IN BUILDINGS, A.S. 2047-2014 WINDOWS IN BUILDINGS & WITH A.S. 4005-2012 FOR WINDLOADING.
 *WINDOW HEAD HEIGHT DIMENSIONS TO BE TAKEN TO THE NEAREST CORRESPONDING BRICK COURSE.
 *WINDOWS TO COMPLY WITH N.C.C. 3.9.2.6 & 3.9.2.7
 *GUTTER AND DRAINAGE SYSTEM TO COMPLY WITH A.S. 3500
 *IF EXTERNAL RENDER IS SUPPLIED BY METRON, THE RENDER PROCESS IS TO BE APPLIED OVER THE CALKED ARTICULATION JOINTS AS PER METRON STANDARD PRACTICES
 *SARKING TO ROOF TO BE INSTALLED AS PER NC3.5.2.4
 *ANT-PONDING DEVICE/BOARD TO BE INSTALLED AS PER NC3.5.2.5
 *3.5.2.5 TO TILED SARKED ROOFS W/-PITCH LESS THAN 20°
 * & TILED ROOFS W/- NO EAVES (FREER 5-TYP-ROOF-06)

CO
DR
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plans s
No furth

Signed
Date.....

INSTRUCTION
DRAWINGS

22/08/2023..

I hereby acknowledge that these are the drawings as varied, and supersede any prior drawings and variations permitted.

VARIATIONS(V), RE-PREPS(R), AMENDMENTS(A):					
No:	Date:	Drawn:	Checked:	No:	Date:
CON	29/07/21	PG3	JOH	R5	17/03/23
FC	22/08/23	VZR	--	-	
-				-	
-				-	
-				-	

DESIGN: **AVENUE 184**

FACADE: **COASTAL**

GARAGE: **DOUBLE**

CEILING: **27, R**

LOCATION: **F**

ELEVATIONS

VW5AVN20COA51

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m
etricon

P.O. Box 857, Mount Waverley VIC 3149
Tel: 03 9915 5556 Fax: 03 9222 5144
Building Practitioner Reg. No. CDB-J62967 ACN. 005108752

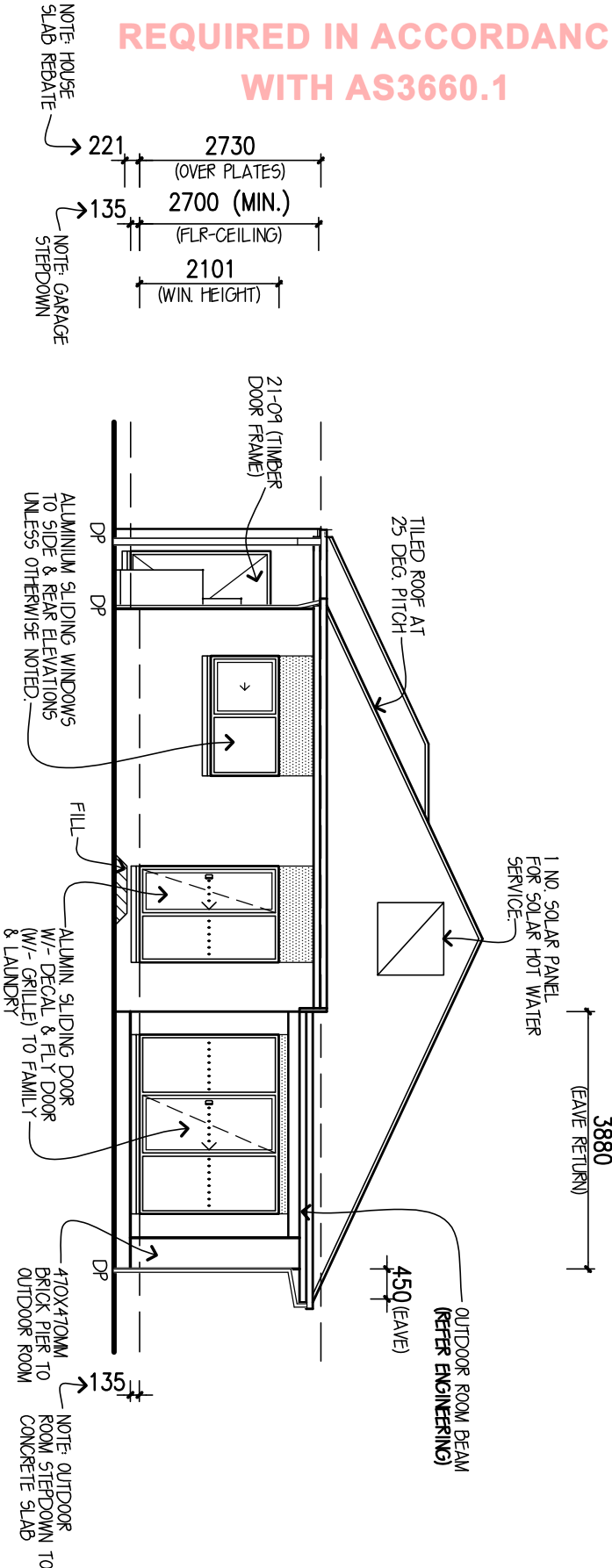
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OWNER: MR. C YUEN	
LOT 2912 YEARNING PROMENADE	
WEERRIDGE	
JOB NO: 7278-11	DATE: 29/07/12
F.C. DATE: 22/08/23	MST VER: P 03 DEC 2013
PERMIT No:	
DRAWN: PG3	CHECKED: JOT
SHEET: 3 of 9	

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

TERMITE PROTECTION IS REQUIRED IN ACCORDANCE WITH AS3660.1



ELEVATION C.

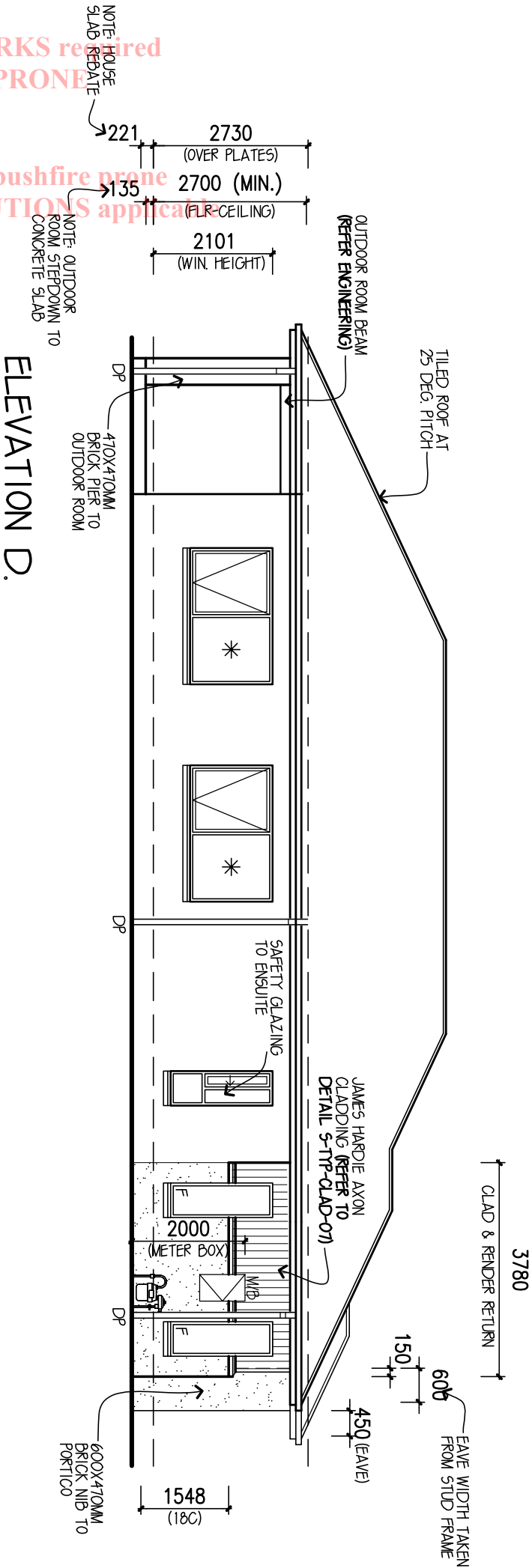
IMPORTANT NOTE:
REFER TO SOIL ENGINEERS PLANS FOR ARTICULATION/Joint LOCATIONS

PROVIDE F.C INFILL ELEVATION B & C WINDOWS & DOORS UNLESS NOTED OTHERWISE, BRICK TO ELEVATION D

PROVIDE FINE TEXTURE ACRYLIC RENDER FINISH TO PORTICO RENDERED BRICK PIER & NIB

IMPORTANT NOTE:
PROVIDE ALUMINIUM FRAMED FLYSCREENS WITH FIBREGLASS MESH TO ALL OPENABLE WINDOWS EXCLUDING GARAGE.

* DENOTES DOUBLE GLAZING



ELEVATION D.

ELEVATIONS 1:100

NOTES:

- *WINDOW SUPPLIER TO SUPPLY COVER BOARDS TO ALL CORNER WINDOWS UNDO
- *ALL GLAZING TO COMPLY WITH AS. 1288-2006 GLASS IN BUILDINGS, AS. 2047-2014 WINDOWS IN BUILDINGS & WITH AS. 4055-2012 FOR WINDOWLOADING.
- *WINDOW HEAD HEIGHT DIMENSIONS TO BE TAKEN TO THE NEAREST CORRESPONDING BRICK COURSE.
- *WINDOWS TO COMPLY WITH N.C.C. 3.9.2.6 & 3.9.2.7
- *OUTER AND DRAINAGE SYSTEM TO COMPLY WITH AS. 3500
- *IF EXTERNAL RENDER IS SUPPLIED BY METRICON, THE RENDER PROCESS IS TO BE APPLIED OVER THE CAULKED ARTICULATION JOINTS AS PER METRICON STANDARD PRACTICES
- *SARKING TO ROOF TO BE INSTALLED AS PER NCC3.5.2.4
- *ANTI-PONDING DEVICE/BOARD TO BE INSTALLED AS PER NCC 3.5.2.5 TO TILED SARKED ROOFS W/- PITCH LESS THAN 20° & TILED ROOFS W/- NO EAVES. (REFER S-TYP-ROOF-06)

CONSTRUCTION DRAWINGS .. 22/08/2023..

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

No further variations permitted

Signed:

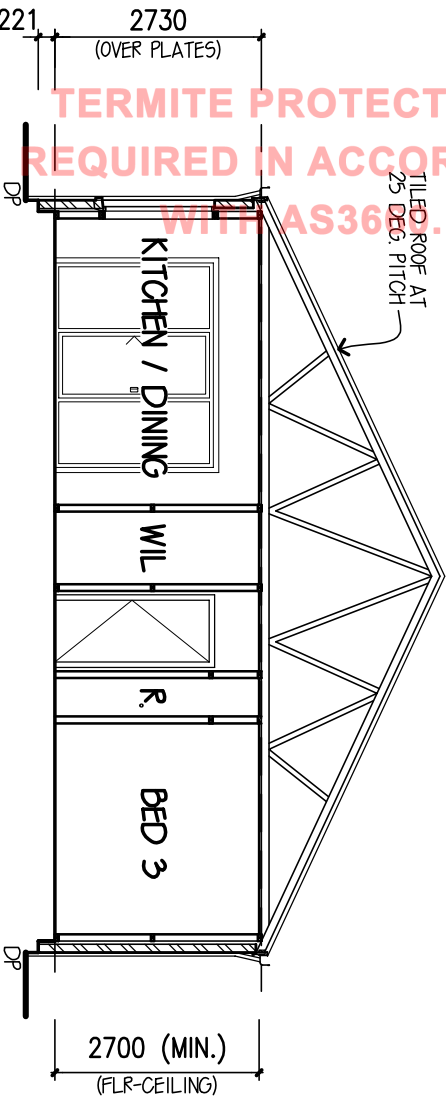
Date:

DESIGN: AVENUE 184		CLIENT INTL. / / INTL. / /	Premium	
FACADE: COASTAL				CEILING: 27. R
GARAGE: DOUBLE				LOCATION: F
ELEVATIONS				
W5AWN20COAS1				

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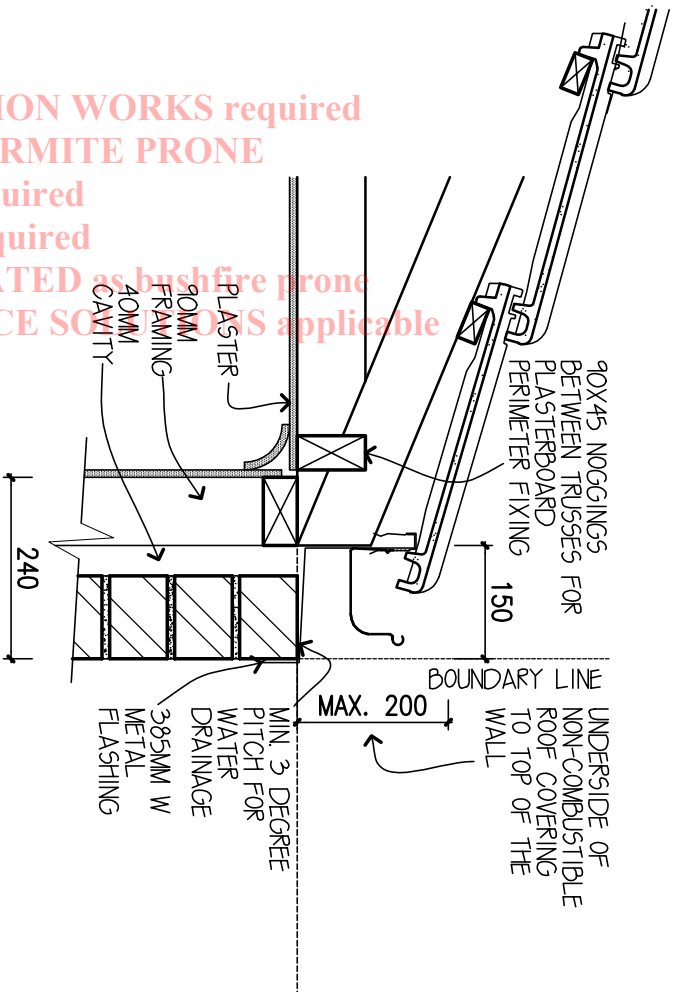
OWNER: MR. C. YUEN	JOB NO: 727811	DATE: 29/07/21
LOT 2912 YEARLING PROMENADE	F.C. DATE: 22/08/23	MST VER: P 03 DEC 2013
WEERIBDEE	PERMIT NO:	
DRAWN: P035	CHECKED: JOH	SHEET: 4 of 9



IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE BUILDING COMPLIES WITH THE ENDORSED PLANS

TERMITE PROTECTION IS REQUIRED IN ACCORDANCE WITH AS3600.1

NOTE: REFER ENGINEER'S FOOTING DESIGN.
SECTION X-X
SITE CLASSIFICATION X
(REFER SOIL REPORT NO. XX/XXXX)



NO PROTECTION WORKS required
-Allotment is TERMITE PRONE
-Solar HWS Required
-Bored Piers Required
-NOT DESIGNATED as bushfire prone
-PERFORM PROTECTION WORKS applicable
-SECTION X-X

ZERO SIDE SETBACK DETAIL
SCALE: 1:10 (AT A3)

SECTION 1:100

GENERAL NOTES:

- *ALL STEPS & STAIRS TO HAVE A 240mm MIN. & 355mm MAX. TREAD WIDTH, 115mm MIN. & 190mm MAX. RISER HEIGHT & MUST COMPLY WITH N.C.C. 3.9.1.
- *BALUSTRADE IN ACCORDANCE WITH N.C.C. 3.9.2 TO BE INSTALLED WHERE INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE FINISHED GROUND LEVEL.
- *PROVIDE CAVITY FLASHING & WEEP HOLES ABOVE LOWER STOREY OPENINGS.
- *WATERPROOFING OF WET AREAS TO COMPLY WITH A.S. 3740 &/OR N.C.C. 3.8.1.2
- *SUB-FLOOR VENTILATION IN ACCORDANCE WITH N.C.C. 3.4.1. TO BE PROVIDED TO SUSPENDED TIMBER FLOOR.
- *ALL GLAZING TO COMPLY WITH A.S. 1288-2006 GLASS IN BUILDINGS, & WITH A.S. 4055-2012 FOR WINDLOADING.
- *FRAMING NOTES:
TIMBER ROOF TROUSSES TO MANUFACTURERS COMPUTATIONS AND LAYOUTS.
- *ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH A.S. 1684.2-2010 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.

DESIGN: AVENUE 184
FACADE: COASTAL CEILING: 27, R
GARAGE: DOUBLE LOCATION: F
SECTION
W55AVN20COA51

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metricon Premium
501 Blackburn Rd. Mount Waverley VIC 3149,
P.O. Box 857, Mount Waverley VIC 3149
Tel: 03 9915 5555 Fax: 03 9222 5144
Building Practitioner Reg. No. CDB-052967 A.C.N. 005108752
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OWNER: MR. C. YUEN
LOT 2912 YEARLING PROMENADE
WEERIBDEE
JOB NO: 727811 DATE: 29/07/21
F.C. DATE: 22/08/23 MST VER: P 03 DEC 2013

PERMIT No:
DRAWN: PG3 CHECKED: JCH SHEET: 5 of 9

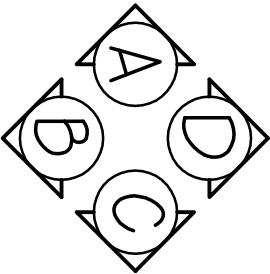
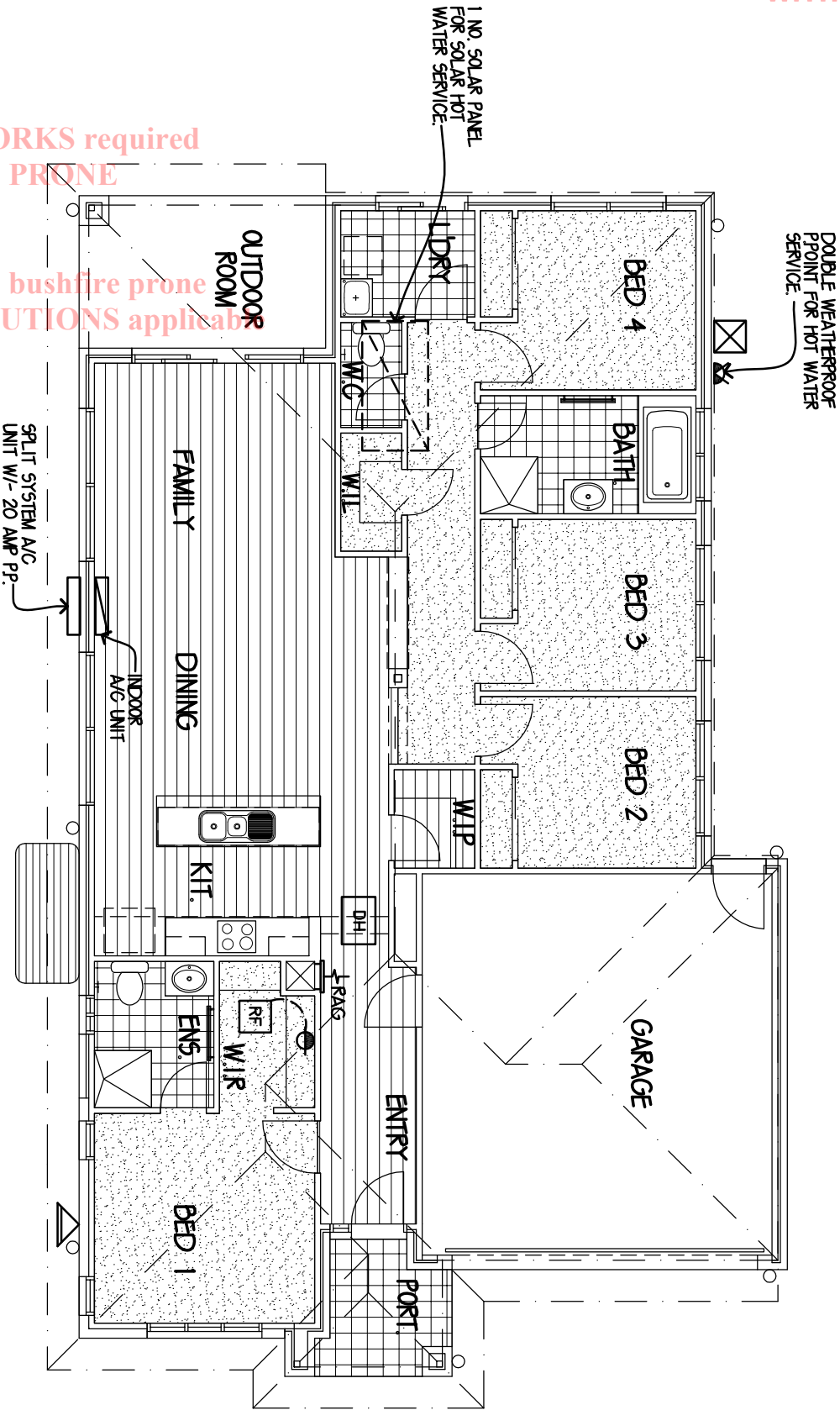
CONSTRUCTION DRAWINGS ..22/08/2023..
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

ENERGY EFFICIENCY
NOTE: DESIGN MODIFICATIONS MAY BE NECESSARY TO ACHIEVE REQUIRED ENERGY RATING, DEPENDING ON SITING.
PROVIDED IN THE PLANS:
DOOR SEALS – Sill seals to external hinged doors (incl. garage internal access door)
WINDOWS – Shall be weather stripped
DRAFT EXCLUSION – Reflective sisdation weather wrap with topped horizontal and vertical joints. Sealed gaps around windows and external doors to be installed in accordance with NCC 3.5.4.6 & AS/NZS 2904.
EXHAUST FANS – Draft prevention to exhaust fans, to relevant building codes.
CEILING INSULATION – R4.0 w/- R2.5 Batts to external perimeter excludes, Outdoor Room, Verandah, Portico and Garage.
WALL INSULATION – R2.0 Batts to all external walls incl. house/garage walls and house/roof space walls. No insulation to Garage walls.
FIRST FLOOR INSULATION – R4.0 Batts to floor area above Garage, Portico, Verandah and Outdoor room.
DOWNLIGHTS – All downlights to be sealed.

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
THAT THE SITING OF THE BUILDING COMPLIES
WITH THE ENDORSED PLANS

TERMITE PROTECTION IS
REQUIRED IN ACCORDANCE
WITH AS3660.1

NO PROTECTION WORKS required
allotment is TERMITE PRONE
Solar HWS Required
Bored Piers Required
NOT DESIGNATED as bushfire prone
PERFORMANCE SOLUTIONS applicable
SECTION 10



LEGEND

- DBL WEATHER PROOF POINT @ 1050MM.
- HWU POSITION
- GAS METER
- METER BOX
- DUCTED HEATING UNIT LOCATION
- DUCTED HEATING RETURN AIRS WALL GRILLE
- ROOF ACCESS
- FLOOR TILING
- TIMBER FLOORING
- LIGHT OUTLET & SCL. POINT TO ROOF (42W)

CHECKPOINT BUILDING SURVEYORS

BUILDING PERMIT

Building and 1993 building regulations 2008

CRBS: Jeremy Wallert BSL-61003

Date: 06/05/2023 BP: 7052448969068

CONSTRUCTION DRAWINGS ...22/08/2023...
The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

DESIGN: AVENUE 184	CEILING: 27, R
FACADE: COASTAL	
GARAGE: DOUBLE	LOCATION: L
FLOOR COVERING PLAN	
VW5AWN20C0A51	
METRICON HOMES OWNS COPYRIGHT IN THIS DRAWING. UNAUTHORISED USE, REPRODUCTION OR ADAPTION IS FORBIDDEN AND WILL BE PROSECUTED.	
Complete	
CLIENT INTL. / /	
501 Blackburn Rd Mount Waverley VIC 3149, P.O. Box 857, Mount Waverley VIC 3149 Tel: 03 9915 5555 Fax: 03 9222 5144 Building Practitioner Reg. No. CDB-JS2967 A.C.N. 005108752 © COPYRIGHT 2009 REPRODUCTION FORBIDDEN Unauthorised use, reproduction or adaptation is forbidden and will be prosecuted.	
OWNER: MR. C. YUEN	
LOT 2912 YEARLING PROMENADE WERRIBEE	
JOB NO: 727811	DATE: 29/07/21
F.C. DATE: 22/08/23	MST VER: P 03 DEC 2013
PERMIT No:	
DRAWN: PG3	CHECKED: JCH
SHEET: 6 of 9	

Diagram illustrating a laundry room layout. The room is labeled "LAUNDRY ROOM" and "ELEVATION A". The floor is labeled "100MM H TILED SKIRTING". A door is shown at the bottom of the room. A red watermark text is overlaid on the diagram: "RED WHITE PROTECTION IS REQUIRED IN ACCORDANCE WITH AS3660.1".

Elevation B shows the side profile of the kitchen unit. The mixer tap is mounted on the wall above the trough. The trough is 300 units wide. The wall above the trough is 410 units high. The wall below the trough is 350 units high. The wall below the trough is 100mm high tiled. The wall below the trough is 100mm high tiled.

ELEVATION C

Diagram showing the side view of the sink and countertop assembly. The sink is labeled "TILES" and "TROUGH". The countertop is labeled "100MM H. TILED SKIRTING". The mixer tap is labeled "MIXER TAP".

Diagram Elevation D shows a wall section. A horizontal line represents the top of the wall. Below this line, a vertical line indicates the edge of the wall. A horizontal line with an arrow pointing to it is labeled "100MM H. TILED SKIRTING".

Diagram illustrating the dimensions and components of a wall-mounted toilet:

- 100MM H. TILED SKIRTING**: Dimension for the tiled skirt height.
- 900**: Total height of the toilet unit.
- 1500 BATH**: Dimension for the bath unit height.
- TILES**: Label for the tiled area.
- WALL MOUNTED SPOUT**: Label for the wall-mounted spout.
- 500 (HOB)**: Dimension for the hob (horizontal offset).
- 600 (TILES)**: Dimension for the tiled area width.

20MM STONE COMPOSITE BENCH
TOP W/- 18MM SHADOWLINE TO
ENSUITE & BATH

ELEVATION B

900 X 900 SKR
100MM H T
BASE (REFER S-TYP-
SHOW-01)

450 (RAIL) | ADJUSTABLE
STOWER RAIL

300 (FLBOW) | WALL
MIXER
TAP

650 (MIXER) | TILES

100MM H. TILED SKIRTING

ELEVATION C

900

EQ.

16

700

EQ.

16

BASE

100 X 400 SHR

SHOW-O1

700

(MIXER)

772

(MIRROR)

1250

(MIRROR)

850

(VANITY)

1500

BATH

TILES

MIXER TAP

WALL MIXER TAP

TILES

PIVOT HINGE

SHR. DOOR

MIRROR SEATED ON VANITY

ADJUSTABLE SHOWER RAIL

2100 (TILES)

1850 (SHOWER RAIL)

1850 (SHOWER ELBOW)

1050 (SHR. MIX.)

ELEVATION D

MIRROR SEATED
ON VANITY

Diagram illustrating the layout and dimensions of a bathroom stall:

- Overall Dimensions:**
 - Width: 1250
 - Depth: 766
- Fixtures and Features:**
 - W.C. (Toilet):** Located at the top, with a height dimension of 450.
 - Mixer Tap:** Located on the right wall, with a height dimension of 700.
 - Vanity:** Located at the bottom, with a width dimension of 850.
 - Mirror:** Located on the right wall, with a height dimension of 766.
 - 100mm H. Tiled Skirting:** Indicated along the bottom wall.
- Other Dimensions:**
 - 150 (Vertical dimension on the left side, likely for the door swing).
 - 700 (Vertical dimension for the mixer tap area).
 - 850 (Horizontal dimension for the vanity).
 - 1250 (Horizontal dimension for the mirror).

ENSUITE

INTERNALS 1:50

ELEVATION B

Diagram illustrating the layout and dimensions for Elevation B (Shower Stall):

- Dimensions (TILES):**
 - 1850 (SHOWER RAIL)
 - 1850 (SHOWER ELBOW)
 - 1050 (SHR. MIX.)
 - 2100 (TILES) (Total width)
- Labels and Features:**
 - ADJUSTABLE SHOWER RAIL
 - PIVOT HINGE SHR. DOOR
 - WALL MIXER TAP
 - TILES
 - 900 X 900 SHR. BASE (REFER S-TYP -SHOW-01)
 - 100MM H. TILED SKIRTING

[illegible]

ELEVATION D

Diagram showing a wall section with a tiled skirt and a window. The wall is 100MM H TILED SKIRTING. The window is 520 wide and 540 high (TOP).

ELEVATION D

- * TILE & UPBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES
- * INTERNAL DIMENSIONS INDICATED ARE TAKEN FROM PLASTER.
- * INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM THE FINISHED SLAB LEVEL, FLOOR COVERINGS ARE NOT ACCOUNTED FOR.
- * ALL DIMENSIONS ARE SUBJECT TO SITE MEASURE
- * SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS

* BENCHMARKS MAY HAVE A JOIN DEPENDANT ON LENGTH & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.

* ISLAND BENCH BACK PANELS WILL HAVE A JOIN POSITIONED AT THE MANUFACTURERS DISCRETION

OPS M & CO CTURE BENCH NED AT

BUILDING OPEN
Building act 1993

RBS: Jeremy Hall **BSI**
Date: 06/09/2025 **BP** **6524**

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

Signed.....

Date.....

DESIGN: AVENUE 184

FACADE: **COASTAL** CEILING: **27. R**

GARAGE: **DOUBLE** LOCATION: **F**

INTERNAL ELEVATIONS

W5AVN20C0A5

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Premium

CLIENT INTL CLIENT INTL

501 Blackburn Rd. Mount Waverley VIC 3149

Building Practitioner Reg. No. CDB-U52967 A.C.N. 00510875
Tel: 03 9915 5555 Fax: 03 9222 5144

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OWNER: MR. CYUEN

LOT 2912 YEARLING PROMENADE
WEERPDEE

JOB NO:	727811	DATE:	29/07/2
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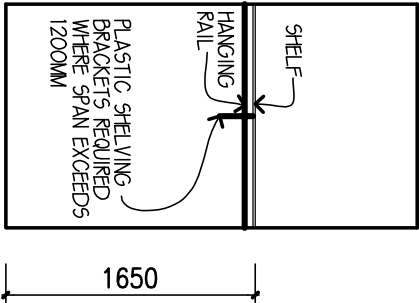
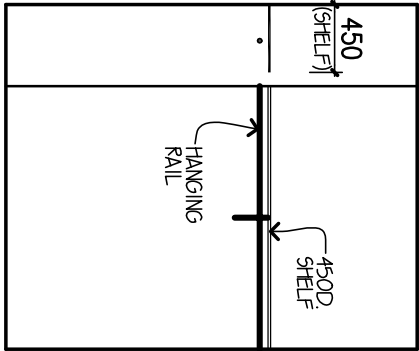
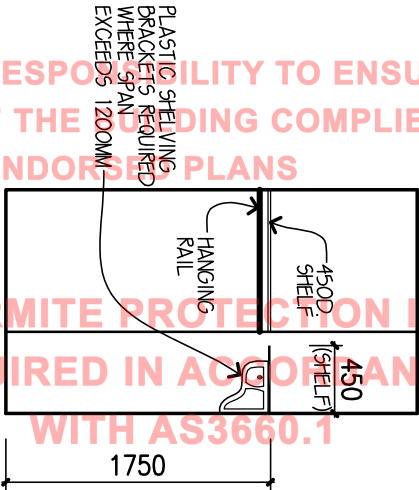
F.C.DATE:	22/08/23	MST VER: P 03 DEC 2013
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PERMIT No.:

PCG3 DRAWN.

CHAKEN. JO

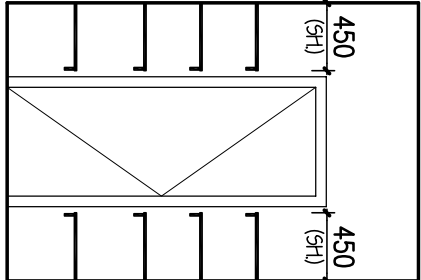
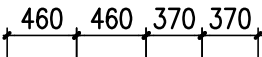
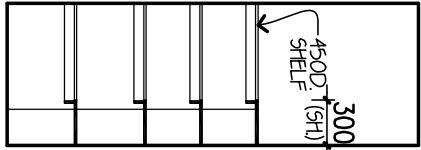
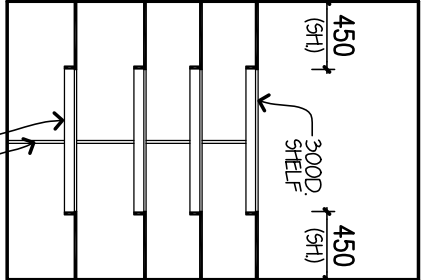
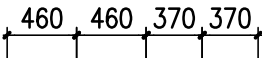
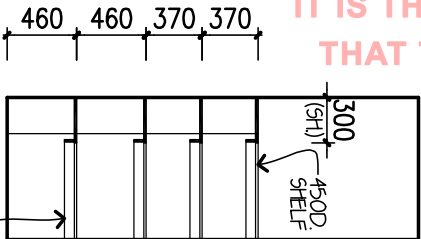
SHEET: 8 of 9



ELEVATION A
W.I.R

ELEVATION D

BEDS 2, 3 & 4 (TYPICAL)
ROBE



ELEVATION A
W.I.L

ELEVATION B

ELEVATION C

ELEVATION D

16MM SHELVES WITH 65MM FRONT RAILS (REFER DETAIL O-TTP-KITC-01 SHEET 05)

CENTRE SUPPORT

PLASTIC SHELVING BRACKETS REQUIRED WHERE SPAN EXCEEDS 1200MM

PLASTIC SHELVING BRACKETS REQUIRED WHERE SPAN EXCEEDS 1200MM

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS
TERMITE PROTECTION IS REQUIRED IN ACCORDANCE WITH AS3660.1

- NO PROTECTION WORKS required
- Allotment is TERMITE PRONE
- Solar HWS Required
- Bored Piers Required
- NOT DESIGNATED as bushfire prone
- PERFORMANCE SOLUTIONS applicable
- SECTION 10

INTERNALS 1:50

NOTES:

- * TILE & CUPBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES
- * INTERNAL DIMENSIONS INDICATED ARE TAKEN FROM PLASTER.
- * INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM THE FINISHED SLAB LEVEL, FLOOR COVERINGS ARE NOT ACCOUNTED FOR
- * ALL DIMENSIONS ARE SUBJECT TO SITE MEASURE
- * SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS
- * BENCHTOPS MAY HAVE A JOIN DEPENDANT ON LENGTH & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.
- * ISLAND BENCH BACK PANELS WILL HAVE A JOIN POSITIONED AT THE MANUFACTURERS DISCRETION

CONSTRUCTION DRAWINGS

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.
No further variations permitted
Signed.....
Date.....

DESIGN: AVENUE 184

FACADE: COASTAL CEILING: 27, R

GARAGE: DOUBLE LOCATION: F

INTERNAL ELEVATIONS

W55AVN20C0A51

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Premium

CLIENT: / / / / /
INTL: / / / / /
501 Blackburn Rd, Mount Waverley VIC 3149,
P.O. Box 857, Mount Waverley VIC 3149
Tel: 03 9915 5555 Fax: 03 9222 5144
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OWNER: MR. C. YUEN

LOT 2912 YEARLING PROMENADE
WEERIBEE

JOB NO: 727811 DATE: 29/07/21

F.C. DATE: 22/08/23 MST VER: P 03 DEC 2013

PERMIT No:

DRAWN: PG3 CHECKED: JCH SHEET: 9 of 9

15. TO BE USED WITH SITE PLAN, ENGINEERING AND

VANITY BASIN WASTE
POINTS TO BE LOCATED
WITHIN STUD FRAME

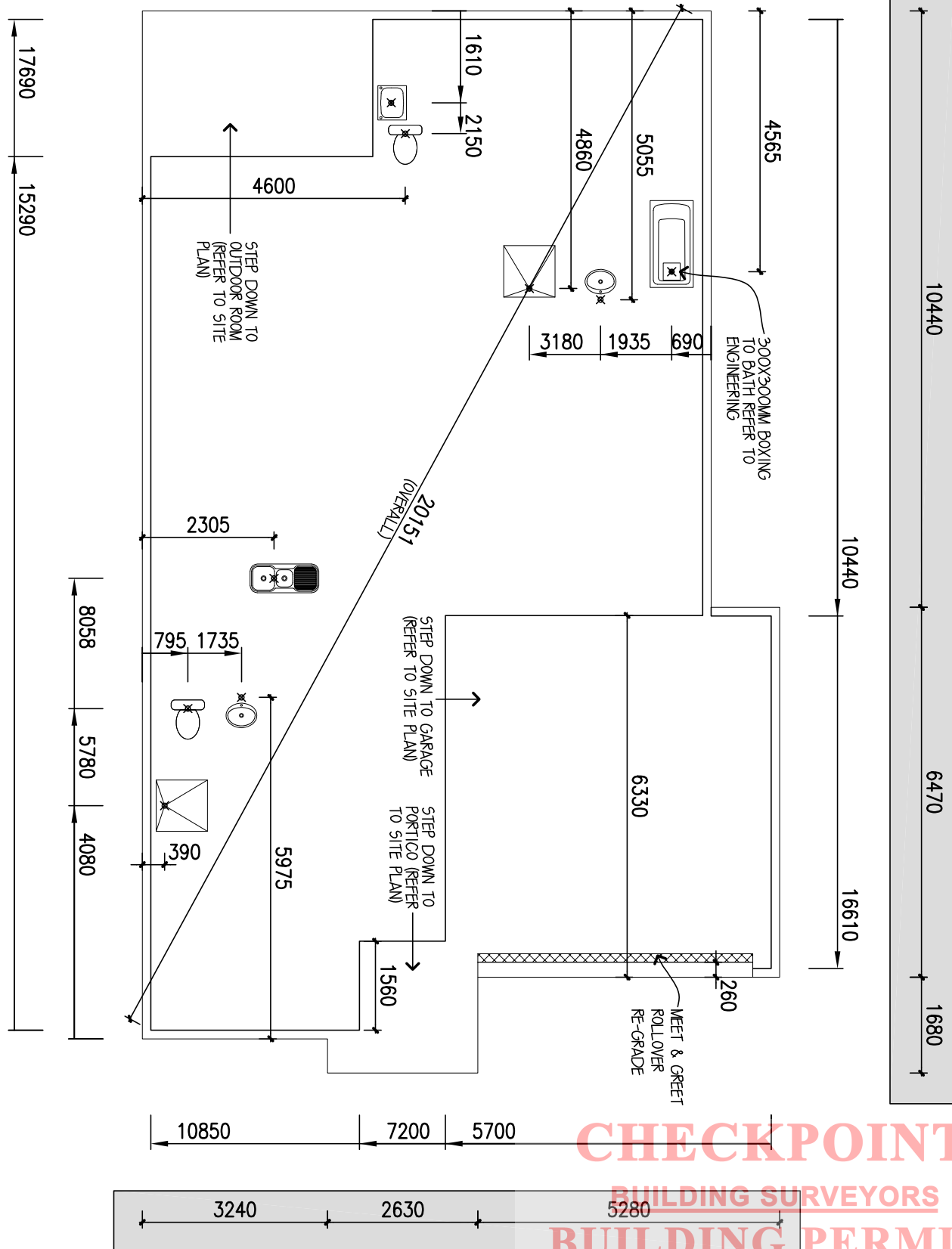
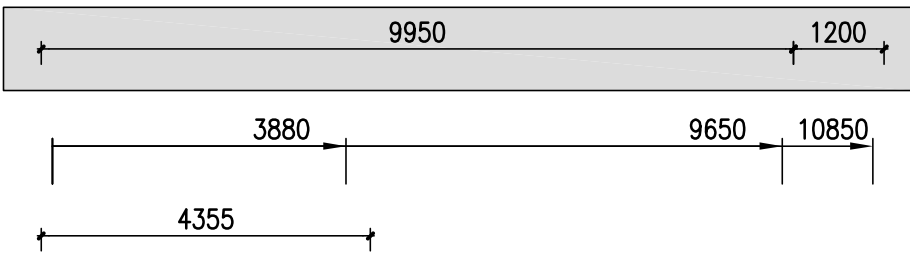
**NOTE: GARAGE DIVIDING
STUD WALL TO BE ON
GARAGE FLOOR LEVEL.
(REFER 5-TYP-GARA-02
& 5-TYP-SILL-04)**

The Owner acknowledges that these are the final plans as varied, and supersede any prior plans signed.

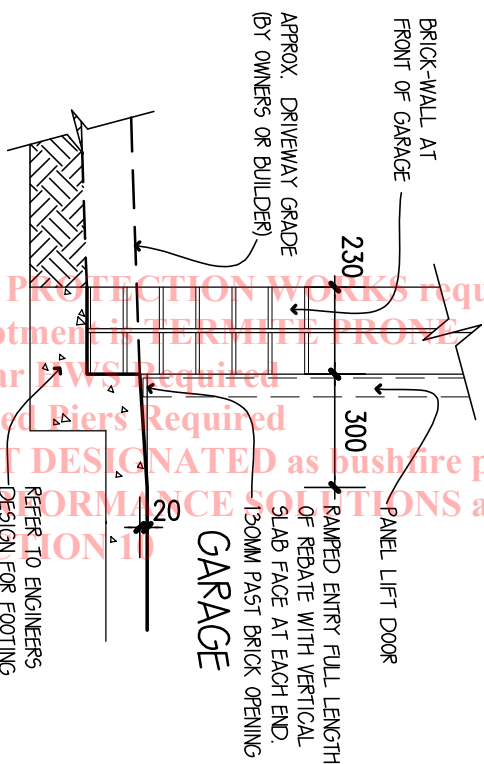
No further variations permitted

Signed.....

Date.....



CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT
Building act 1993 building regulations 2018
RBS: Jeremy Wallert BSL-61003
Date: 06/09/2023 BP: 7652448969068



GARAGE DOOR REBATE/END DETAIL SCALE 1:20

SLAB LAYOUT PLAN 1:100

★ START POINT FOR ALL EXTERNAL DIMENSIONS (IDEAL START POINT TO BE TAKEN FROM REAR CORNER OF THE LONGEST RUN OF WALL) ○ INDICATES WASTE LOCATION (DIMENSION FOR EXACT LOCATIONS) □ 300X300MM BOXING TO CENTRE REAR LOCATION FOR FLUSH TILED SHOWER BASE TO BATHROOM & ENSUITES (REFER TO DETAIL S-TIP-SHOW-02) ○ INDICATES DOWN PIPE LOCATION (DIMENSION FOR EXACT LOCATIONS)	DESIGN: AVENUE 184 FACADE: COASTAL CEILING: 27, R GARAGE: DOUBLE LOCATION: F
SLAB LAYOUT PLAN W5AWN20C0A51	
CLIENT INTL: ____ / ____ / ____ CLIENT INTL: ____ / ____ / ____ 501 Blackburn Rd. Mount Waverley VIC 3149. P.O. Box 857, Mount Waverley VIC 3149 Tel: 03 9915 5555 Fax: 03 9222 5144 Building Practitioner Reg No. CDBR-452967 A.C.N. 005108752 © COPYRIGHT 2009 REPRODUCTION FORBIDDEN Unauthorised use, reproduction or adaptation is forbidden and will be prosecuted.	Premium
JOB NO.: 7278 1 1 DATE: 29/07/21 F.C.DATE: 22/08/23 MST VER: P 03 DEC 2013 PERMIT No: DRAWN: PG3 CHECKED: JCH	OWNER: MIR C YUEN LOT 2912 YEARLING PROMENADE WEERRIBEE

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

PROPERTY DETAILS

Lot 2912 (41) Yearling Promenade, Werribee - 3030			
LP/PS	VOLUME	FOLIO	COUNTY
PS828101D	12481	375	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT			
City of Wyndham			

BUILDING PERMIT DETAILS

Building Permit No.: 7652448969068
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a New Dwelling and Garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:	
RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Wyndham	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
- The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.
--

DATE OF FINAL INSPECTION

8/04/2024

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

BUSINESS

Checkpoint Building Surveyors Address: 151-153 Clarendon Street Southbank VIC 3006 Email: enquiries@check-point.com.au Phone: (03) 9673 0000

REGISTRATION NO.

BS-L 61003

OCCUPANCY PERMIT No.

7652448969068

SIGNATURE



DATE OF ISSUE

18/04/2024

NOTES:

- In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
- Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

CBS 2023/0007869

151-153 Clarendon St, Southbank VIC 3006
t +61 3 9673 0000

Domestic Building Insurance

Certificate of Insurance

Chun Yat Yuen
501 Blackburn Rd
MOUNT WAVERLEY
VIC 3149

Policy Number:
C743174

Policy Inception Date:
24/10/2022

Builder Account Number:
007458

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the *Building Act 1993* (Vic) (Domestic Building Insurance) has been issued by the insurer, the Victorian Building Authority trading as Building and Plumbing Commission, in respect of the domestic building work described below.

Policy Schedule Details

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

At the property: **Lot 2912 Yearling Promenade WERRIBEE VIC 3030 Australia**

Carried out by the builder: **METRICON HOMES PTY LTD**

Builder ACN: **005108752**



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

For the building owner(s): **Chun Yat Yuen**

Pursuant to a domestic building contract dated: **26/07/2023**

For the contract price of: **\$ 319,563.00**

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

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

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

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission immediately on 1300 067 088 or email dbi@bpc.vic.gov.au

IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct. Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

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

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

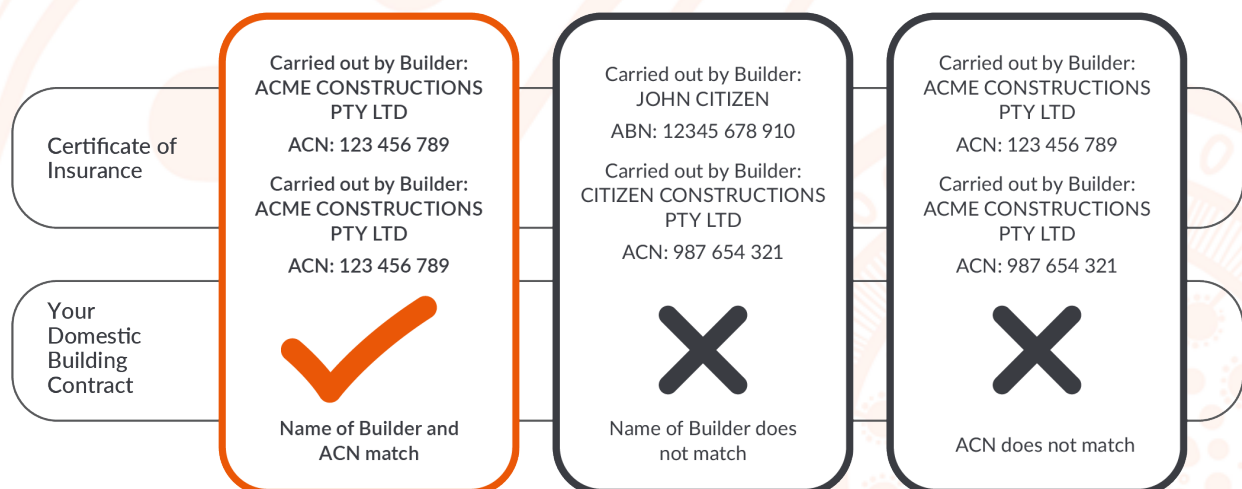
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by the Victorian Building Authority trading as Building and Plumbing Commission

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$925.00
GST:	\$92.50
Stamp Duty:	\$101.75
Total:	\$1,119.25

If the information on the certificate does not match exactly what is on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission on 1300 067 088 Below are some examples of what to look for:



Mr C Y Yuen
Ray White
41 Yearling Promenade
WERRIBEE VIC 3030

Account number

93133 90000

Tax Invoice 931105026041

Date of issue 22 Jan 2026

Service address

41 Yearling Promenade, Werribee
VIC, 3030

Amount to pay

\$1,340.89

Previous bill	\$1,148.75
Payments received	\$0.00
Balance	\$1,148.75
Current charges	\$192.14
Total charges	\$1,340.89

Please see page 2 for detailed information

Pay by

17 Feb 2026

Having trouble
paying your bill?

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

You are required to check your recycled water connection every year or when you carry out plumbing works. Find out more at
<https://www.gww.com.au/water-waste/recycled-water/checking-your-recycled-water-connection>.

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **93133900009**
Go to bpay.com.au

® Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at gww.com.au or
call **13 44 99**



Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0931 3390 0007**

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

Centrepay

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
93133 90000



Usage and charges

Outstanding balance					\$1,148.75
Your network charges ¹					
	Charge period				Amount
Recycled Water	01/01/2026 - 31/03/2026				\$10.42
Water	01/01/2026 - 31/03/2026				\$55.29
Sewer	01/01/2026 - 31/03/2026				\$73.47
Total network charges					\$139.18
Other charges and adjustments					
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum	Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/01/2026 - 31/03/2026	\$2,970.00	\$30.82		\$30.82
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/01/2026 - 31/03/2026	\$2,970.00	\$22.14		\$22.14
Total other charges and adjustments					\$52.96
Your total charges					\$192.14

From 1 July 2025, our prices changed as part of our annual update. This was approved by the Essential Services Commission, the independent economic regulator for Victoria's water industry. To learn more about our process and what your bill pays for, visit [gwww.com.au/pricesandcharges](https://www.com.au/pricesandcharges)

We've updated our customer charters to reflect the temporary changes to our billing cycle, which were approved by the Essential Services Commission. Read our updated customer charters at [gwww.com.au/policies-charters](https://www.com.au/policies-charters)

Questions about your bill?

If you've got questions about billing or need help understanding your bill, we're here to help, visit [gwww.com.au/billingupdates](https://www.com.au/billingupdates) or call **13 44 99**.

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at [gwww.com.au/privacy](https://www.com.au/privacy)

Your charges explained

- 1. Water and sewerage network** charges help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit [gwww.com.au/charges](https://www.com.au/charges)

We're here to help

13 44 99

Enquiries and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at [gwww.com.au/concession](https://www.com.au/concession)

Supporting customers affected by billing issues

We've finalised an enforceable undertaking with the Essential Services Commission. This is our commitment to take responsibility, fix issues and do better for our customers.

Visit our website to check if you're eligible for a credit or waiver [gwww.com.au/eu-billing](https://www.com.au/eu-billing)



Saving water together

I hope the year has started well for you and you've had time to enjoy the things that matter most.

The warmer months are a good reminder of how important water is in our daily lives. From washing vegetables in the sink to filling up the bath, water is essential in ways we may take for granted.

Each year, Greater Western Water supplies over 129 billion litres of drinking water and almost 9 billion litres of recycled water to around 1.5 million people. Behind the scenes, it takes hundreds of dedicated people and thousands of kilometres of pipes beneath our feet to make that possible.

Have you ever thought about what your morning routine would look like without a hot shower, a coffee, or even brushing your teeth? The average Melburnian uses 169 litres of water every day.

Could you cut down to 150 litres? Just 19 litres less. A running tap uses about 16 litres per minute, so saving 16 litres can take less than a minute.

If we each save a little, we can all save a lot. Thanks for doing your bit to use water wisely. Every drop counts, especially when the weather warms up.

Craig



Craig Dixon
Acting Managing Director
Greater Western Water

Bushfires can impact your water supply

During a bushfire, extreme heat and high demand can affect water pressure, quality and supply, so it's important not to rely on mains water.

Here's how you can prepare:

- store extra drinking water for everyone (including pets)
- keep hydrants and water assets near your property clear of any obstructions
- stay updated via our website and social media
- plan and prepare with CFA advice by visiting cfa.vic.gov.au
- use multiple sources during an emergency including the VicEmergency app, official agency social media channels, local radio and community networks.

Learn more at gww.com.au/bushfires or call **13 44 99**



Enforceable undertaking to support customers affected by billing issues

We've offered an enforceable undertaking to the Essential Services Commission (ESC) following issues with our billing system. The ESC has also approved temporary billing cycle changes following a period of public consultation.

We're sorry for the impact these issues have had on our customers and we're committed to making things right. As part of this commitment we're waiving around \$75 million in unbilled charges from 2024 and providing around \$55 million in credits to customers most impacted by delays.

Information about the enforceable undertaking, how we're fixing issues, improving our systems, and supporting customers is available at gww.com.au/eu-billing

Greater Western Water respectfully acknowledges the Traditional Owners of the lands and waters upon which we work and operate, the peoples of the Kulin Nation. We pay our deepest respects to their Elders past and present who continue to forge the way ahead for their emerging leaders.

Remember Permanent Water Saving Rules always apply

With the warmer weather in full swing, it's a great time to enjoy the outdoors but it's important to remember Permanent Water Saving Rules are always in place across Victoria.

These rules help us all use water wisely and protect our precious supply, especially during the hotter months.

Here are some key water-saving rules to follow:



Hand-held hoses must be fitted with a leak-free trigger nozzle.



Only use watering systems between 6pm and 10am.



Gardens and lawns can be watered using a watering can, bucket or hand-held hose.



Cars, boats or other vehicles can be washed at any time using a bucket, hand-held hose or high-pressure cleaning device.



Fountains or water features can only be used if they recirculate water.



Hard surfaces, like driveways, footpaths or walls can be cleaned using a high-pressure cleaning device, a bucket or a hand-held hose once per season – that's once in summer, autumn, winter and spring (or anytime if it's for safety, health or in an emergency).



Visit our website for more information gww.com.au/pwsr

Warmer and drier weather means more faults

During the warmer months, we see more leaks and bursts across our network due to increased ground movement and drying soil.

If you spot a fault while you're out and about, there are some easy ways to let us know.

If it's an emergency, like gushing water, no water supply or every fixture in your house is blocked, call **13 44 99**, 24 hours a day, seven days a week.

You can report a fault on your mobile using the Snap Send Solve app. Download the app and sign up, snap a photo of the issue and send it in.

Before reporting, check our online outage map to see if the issue has already been logged.

Visit gww.com.au/report-fault to learn more.



Celebrating water heroes

The annual National Water Week poster competition saw students sharing powerful messages about how we can all protect our precious resource.

Over forty schools and kindergartens took part, with entries exploring the theme, "Water Heroes: Save Every Drop".

General Manager for Strategy and Partnerships, Kessia Thomson said the creativity on display was both inspiring and thought-provoking.

"We are always amazed by the imagination and innovation students bring, especially in finding new ways to save water."

See all the winners at gww.com.au/nww



Posters by Hiyan from Amiga Montessori in Point Cook (left), and Paul from St Bernards Primary School in Bacchus Marsh (right).

Contact us

Call **13 44 99**

Visit gww.com.au



@greaterwesternwater



@greaterwesternwater



@GWWVic



@greaterwesternwater

Assessment Number 267843	Due Date 30/09/2025
Bank Reference Number 2466178	Issue Date 01/08/2025
267843 	

027-3148 (69)
P

C Y Yuen
C/- Ray White CHK
Level 2 Suite 589, U140, 1341 Dandenong Road
CHADSTONE VIC 3148

PROPERTY LOCATION AND DESCRIPTION
V 12481 F 375 L 2912 PS 828101 Mambourin Parish
41 Yearling Promenade WERRIBEE VIC 3030
110 - Detached Home
Property Owner: C Y Yuen

Free of Charge Waste Services
3 x Hard/Green Waste Collection Service and 1 x Waste Voucher
Visit www.wyndham.vic.gov.au for more information, terms & conditions

2025-26 Waste Voucher

Present this voucher to dispose of
one domestic load of waste from this property
at the Wyndham Refuse Disposal Facility
at 470 Wests Road, Werribee, free of charge.
Voucher expires 30 September 2026



WYN2536UA100701821

LEVEL OF VALUATION	DATE DECLARED	SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE	WARD	ARREARS OUTSTANDING
01/01/2025	01/07/2025	\$365,000	\$570,000	\$28,500	Werribee Park	
Developed Land (0.002216 x CIV)						1st Instalment 30/09/2025
Municipal Charge						\$508.85
Waste Management Charge						
						\$1,263.12
						\$70.32
						\$461.80
Emergency Services and Volunteers Fund (ESVF) Collected on behalf of the State Government						2nd Instalment 30/11/2025
ESVF Residential Fixed						\$507.00
ESVF Residential Variable						
						\$136.00
						\$98.61
TOTAL AMOUNT						3rd Instalment 28/02/2026
						\$507.00
						4th Instalment 31/05/2026
						\$507.00

Rates for 2025/2026 are based on the valuation of the property as at 1 January 2025. Refer to the back of this notice for further information.

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

ezyBILL

Go Green! Have your Rates
Notice delivered by email.

Sign up at EzyBill at <https://wyndham.ezybill.com.au>



Payments received after 29/07/2025 will not be
shown on this notice.

267843



508.85



Assessment No. 267843

Name C Y Yuen

Address 41 Yearling Promenade
WERRIBEE VIC 3030

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

Online 	Direct Debit 	Bpay 	Australia Post 	Payment in Person 	Mail 
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*396 2466178

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
Please note as of 1st July 2025, an admin fee of \$19.40 will apply per notice for any requests for copies of notices.

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79756322-011-1.HN -26/39
Certificate No:	97885451
Issue Date:	24 FEB 2026
Enquiries:	ESYSPROD

Land Address: 41 YEARLING PROMENADE WERRIBEE VIC 3030						
Land Id	Lot	Plan	Volume	Folio		Tax Payable
49973535			12481	375		\$1,545.00
Vendor:	CHUN YAT YUEN					
Purchaser:	TBA					
Current Land Tax		Year Taxable Value (SV)		Proportional Tax	Penalty/Interest	Total
MR CHUN YAT YUEN		2026	\$365,000	\$1,545.00	\$0.00	\$1,545.00

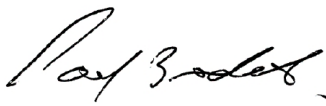
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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):	\$570,000
SITE VALUE (SV):	\$365,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,545.00



Notes to Certificate - Land Tax

Certificate No: 97885451

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 = \$1,545.00

Taxable Value = \$365,000

Calculated as \$1,350 plus (\$365,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,700.00

Taxable Value = \$570,000

Calculated as \$570,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97885451

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

CARD



Ref: 97885451

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:79756322-011-1.HN -26/39901

Certificate No: 97885451

Issue Date: 24 FEB 2026

Enquires: ESYSPROD

Land Address: 41 YEARLING PROMENADE WERRIBEE VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49973535			12481	375	\$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:	\$570,000
SITE VALUE:	\$365,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97885451

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

Property Clearance Certificate

Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your	LD:79756322-011-1.HN -26
Reference:	/39901
Certificate No:	97885451
Issue Date:	24 FEB 2026

Land Address: 41 YEARLING PROMENADE WERRIBEE VIC 3030

Lot	Plan	Volume	Folio
		12481	375

Vendor: CHUN YAT YUEN
Purchaser: TBA

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: 97885451

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

BPAY  Billers Code: 416073 Ref: 97885453 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	CARD  Ref: 97885453 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

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

VENDOR: CHUN YAT YUEN

PROPERTY: 41 YEARLING PROMENADE WERRIBEE VIC 3030

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):.....AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

of:..

(b) Amount secured \$.....

Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.

Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2

(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

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

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

A. The particulars provided by the Vendors in this Statement are accurate.

B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.

C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)