

DATED

2025

THI MY-TIEN VO

to

CONTRACT OF SALE OF REAL ESTATE

Property: 10A Freshwater Way, South Morang, 3752



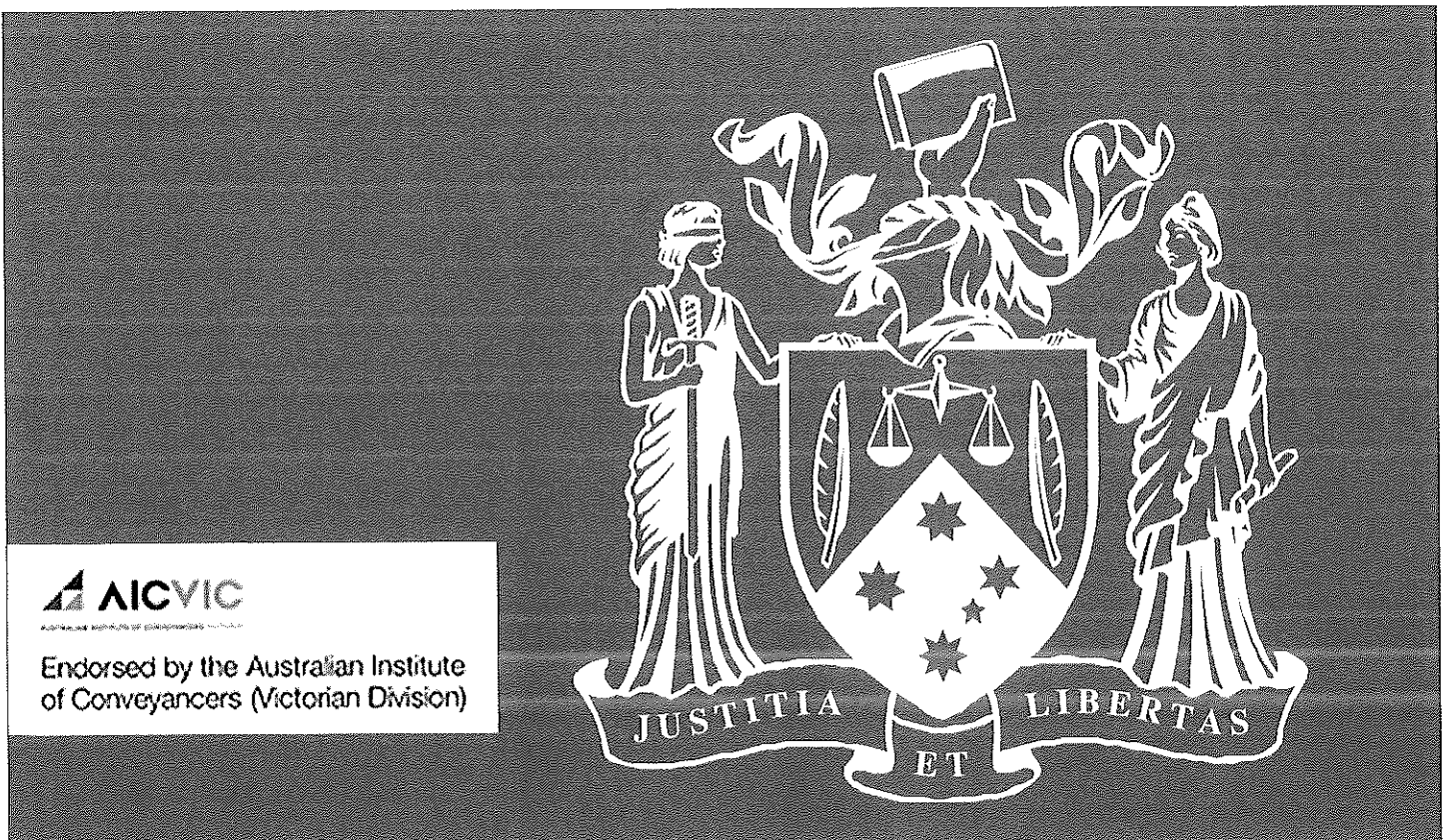
All Conveyancing Solutions Pty Ltd
Licensed Conveyancers
PO Box 248
Doreen VIC 3754
Tel: 0475 142 999
Ref:NF:2023/102



Contract of sale of land

Property: 10A Freshwater Way, South Morang 3752

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of Conveyancers (Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/ /2025

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/ /2025

Print name(s) of person(s) signing: **THI MY-TIEN VO**

.....

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Stone Real Estate Whittlesea
Address: Unit 1/75 Church Street, Whittlesea, VIC 3757

Email: whittlesea@stonerealestate.com.au

Tel: (03) 9716 2000 Mob: 0405 140 704 Ref: Dean Zammit

Vendor

Name: THI MY-TIEN VO
Address: 10A Freshwater Way, South Morang, VIC 3752

Vendor's legal practitioner or conveyancer

Name: All Conveyancing Solutions Pty Ltd
Address: Suite 110, 95 Hazel Glen Drive, Doreen VIC 3754
Email: info@allcsolutions.com.au

Tel: : 0475 142 999 Ref: NF:2025/121

Purchaser

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	11262	Folio 865	1 641396U
Volume		Folio	

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

The land includes all improvements and fixtures.

Property address

The address of the land is **10A Freshwater Way, South Morang 3752**

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

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

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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

SPECIAL CONDITIONS

1. Property – Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) As a result of their own enquiries and inspection and are not relying upon any representation made by the vendor or any other person on the vendor's behalf;
- (b) In its present condition and state of repair;
- (c) Subject to all defects latent and patent;
- (d) Subject to any infestations and dilapidation;
- (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act 1989 or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

2. Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) if applicable, a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

3. Nomination

3.1 If the Contract states that the Property is sold to a named Purchaser "and/or Nominee" (or similar words), subject to this Special Condition 3, the Purchaser shall have the right at any time not later than 10 (ten) Business Days prior to the Settlement Date to nominate a person (being a corporation or otherwise) in his place as Purchaser. Such nomination shall be effected by the Purchaser by delivering to the Vendor or the Vendors Conveyancer:

- (i) A photocopy of the executed nomination form, executed by the Purchaser and the Nominee;
- (ii) A photocopy of any document by the Nominee in the form required by the Victorian State Revenue Office in respect of such Nomination;
- (iii) If the Nominee is a company, a duly executed Guarantee as out in Annexure A; and
- (iv) A direction that the Deposit is to be held on behalf of the Nominee.

- 3.2 A failure to deliver the Nomination documentation in accordance with this Special Condition is considered to be a default under this Contract;
- 3.3 The Purchaser acknowledges and understands that notwithstanding the nomination of the substitute or additional Purchaser, the Purchaser will remain liable to perform all of the obligations of the Purchaser under this Contract.
- 3.4 The Vendor and its agents make no warranty, representation or promise as to whether any nomination is dutiable or non-dutiable and in all other respects it is the responsibility of the Purchaser to determine and be informed as to the stamp duty consequences of any nomination.

4. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

5. Foreign Resident Capital Gains Withholding Payments

(a) **Clearance certificate or variation notice**

- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office (ATO) will be provided.
- (ii) A clearance certificate or variation notice must be given at least 7 days prior to settlement.

(b) **Withholding and remission of payment**

- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
- (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
- (iii) In the event that the vendor does not provide a clearance certificate, or a variation notice prior to settlement then the purchaser must withhold 15% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payments.
- (iv) The purchaser must remit to the ATO any amount withheld on account of the Foreign Resident Capital Gains Withholding Payments as soon as possible following settlement.

(c) **Vendor to indemnify purchaser**

In the event that for any reason the purchaser becomes liable to pay an amount to the ATO on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

6. PPSA – Release of security interest

- (a) This special condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- (b) Subject to clauses (c) and (d), if the security interest is registered in the Personal Property Securities Register, the vendor must ensure that at or before settlement the purchaser receives:
 - (i) A release from the secured party releasing the security interest in respect of the property; or

- (ii) 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 the due date for settlement; or
 - (iii) A written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that on the due date for settlement the personal property included in the contract is not, or will not be, property in which the security interest is granted.
- (c) The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by a serial number in the Personal Properties Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- (d) The vendor is not obliged to ensure that the purchaser receives a release, statement, approval, or correction in respect of any personal property that:
- (i) Is not described by serial number in the Personal Property Securities Register;
 - (ii) Is predominantly used for personal, domestic, or household purposes;
 - (iii) Has a market value of not more than \$5,000 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.
- (e) A release for the purposes of special condition 2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia, or the Australian Bankers Association.
- (f) If the purchaser receives a release under clause (b)(i), the purchaser must provide the vendor with a copy of the release at, or as soon as practicable after, settlement.
- (g) In addition to ensuring a release is received under clause (b)(i), 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.

7. Contamination

- (a) The purchaser accepts the property in its present condition and state of repair, including any latent or patent defects, and any contamination by any hazardous substances.
- (b) The purchaser will make no objection, requisition, or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

8. Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable, or illegal shall remain in full force and effect and be unaffected by such severance.

9. Solar panels (If Applicable)

The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

10. Default

The vendor gives notice to the Purchaser that in the event that the Purchaser fails to pay any monies due under this contract on the due date for payment of same or to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor:

- (a) Interest on the balance owing under the Contract of Sale at the rate of (15%) per cent per annum in lieu of the rate as specified in General Condition 33 of the Contract of Sale as well as the following expenses:
 - (i) all costs incurred by the Vendor associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
 - (ii) interest payable by the Vendor under any existing mortgage over the property calculated from the due date;
 - (iii) accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
 - (iv) additional costs and expenses as between the Vendor and the Vendor's representative;
 - (v) any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property, business, or any other transaction dependent on the funds from the sale of the Property;
 - (vi) The Purchaser agrees that the reasonable costs of each and every default is the sum of \$550.00 (inclusive of gst) together with a further sum of \$880.00 (inclusive of gst) for each and every Default Notice prepared and served on the Purchaser or his representative;
 - (vii) The Purchaser agrees to pay the Vendor's conveyancer \$220.00 (inclusive of gst) administrative fee for every change of the settlement date.

The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers, or remedies of the Vendor under this Contract or otherwise.

11. Planning Scheme

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

12. No Representation

It is hereby agreed between the parties hereto that there no conditions, warranties or other terms affecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

13. Jointly and Severally

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

14. Dwelling

The land and buildings (if any) as sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

15. Merger

The provisions of this contract shall not merge in the transfer of land and shall continue to bind the Vendor and the Purchaser to the extent that any of them require to be complied with after the Settlement Date.

16. Whole agreement

Each party has relied entirely on its own enquiries in entering into this deed which contains the whole agreement between them superseding all prior oral and written communications.

17. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The Directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

18. Stamp Duty

- 18.1. If there is more than one purchaser, it is the purchaser’s responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (“the proportions”).
- 18.2. If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser’s responsibility to pay any additional duty which may be assessed as a result of the variation.
- 18.3. The purchasers fully indemnify the vendor, the vendor’s agent and the vendor’s legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 18.4. This Special Condition will not merge on completion.

19. GST withholding - Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the buyer is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

20. Settlement reschedule fee

If settlement is rescheduled due to the purchaser request, the purchaser acknowledges that they will pay \$220.00 (inclusive of gst) at settlement to the Vendor Conveyancer for each and every rescheduled settlement.

21. Foreign Investment Review Board (FIRB) approval

- 21.1 The purchaser warrants that:
 - (i) the purchaser is not required to give notice to the Treasurer of its intention to purchase the Property under Section 26A of the Foreign Acquisition and Takeovers Act 1975; or
 - (ii) If the purchaser is required to give notice to the Treasurer of its intention to purchase the Property under Section 26A of the Foreign Acquisition and Takeovers Act 1975;
 - (a) The Treasurer has given notice under the Act that he or she does not object to the acquisition of the Property by the purchaser; or

- (b) The period during which the Treasurer must make an order under the Act concerning the acquisition of the Property by the purchaser lapsed prior to the Day of Sale.
- 21.2 The purchaser indemnifies the vendor against any costs, liability, loss or damage incurred or suffered directly or indirectly by the vendor caused or contributed to by the purchaser's breach of warranty referred to in this Special Condition.
- 21.3 The Purchaser acknowledges and agrees that the warranty in Special Condition 21 shall not merge on completion of this contract.

22. Land Tax

- 22.1 For the purposes of general condition 21, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- 22.2 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

GUARANTEE

I/We

Of

(the **Guarantors**), in consideration of the within named vendor selling to the within named purchaser at our request the land described in the attached contract of sale at the price and on the terms and conditions detailed therein, do hereby for ourselves, our administrators and executors jointly and severally covenant with the vendor that if at any time default be made by the purchaser in the payment of any monies due under the attached contract of sale including, but without limiting the generality of the foregoing, the payment of the deposit, the balance of the purchase money, or interest thereon, or in the performance of any covenant, term or condition under the attached contract of sale, we will forthwith on demand pay to the vendor the whole of such monies as are due and payable to the vendor, and will keep the vendor indemnified against all loss of purchase money, interest, and other moneys payable under the contract and against all costs, claims, charges, losses and expenses which the vendor may incur as a result of any default on the part of the purchaser.

This guarantee shall be a continuing guarantee and shall not be released by any neglect, forbearance or delay on the part of the vendor in enforcing payment of any monies payable under the attached contract of sale, or the performance or observance or any of the agreements, obligations, terms and conditions under the attached contract of sale or this guarantee, or by time given to the purchaser for any such performance, observance, or payment, or by any other thing which but for the execution of this clause would have the effect of releasing us our executors or administrators.

[delete if joint guarantors]** This guarantee is executed by me alone, and is not intended to be executed by any other person. Words importing the existence of joint and several guarantors shall be construed to mean a single guarantor.**

Dated the _____ day of _____ 2025

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:) _____

Witness

Name of Witness (Print)

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:) _____

Witness

Name of Witness (Print)

eCOSID: 167681229

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

eCOSID: 167681229

- 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.

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- 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*.

eCOSID: 167681229

- 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:

eCOSID: 167681229

- (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.

eCOSID: 167681229

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

eCOSID: 167681229

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

eCOSID: 167681229

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and

eCOSID: 167681229

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

25. GST WITHHOLDING

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

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- (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.

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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.

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Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

DATED

2025

THI MY-TIEN VO

VENDORS STATEMENT

Property: 10A Freshwater Way, South Morang 3752



All Conveyancing Solutions Pty Ltd
Licensed Conveyancers
PO Box 248
Doreen VIC 3754
Tel: 0475 142 999
Ref: NF:2025/121

Vendor Statement

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

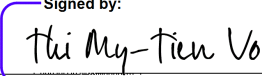
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	10A Freshwater Way, South Morang 3752
-------------	---------------------------------------

Vendor's name	Thi My-Tien Vo	Date 23/7/2025
----------------------	----------------	--------------------------

Vendor's signature	Signed by:  8AF9D9AFD0234FF...	
---------------------------	---	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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



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

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

VOLUME 11262 FOLIO 865

Security no : 124125998354V
Produced 07/07/2025 09:13 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 641396U.
PARENT TITLE Volume 11190 Folio 833
Created by instrument PS641396U 04/04/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THI MY-TIEN VO of 2 ESKAY ROAD EPPING VIC 3076
AJ096747C 28/07/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV248066F 20/01/2022
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS621225M 10/03/2010

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
AG990988T 22/01/2010

DIAGRAM LOCATION

SEE PS641396U 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: 10A FRESHWATER WAY SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

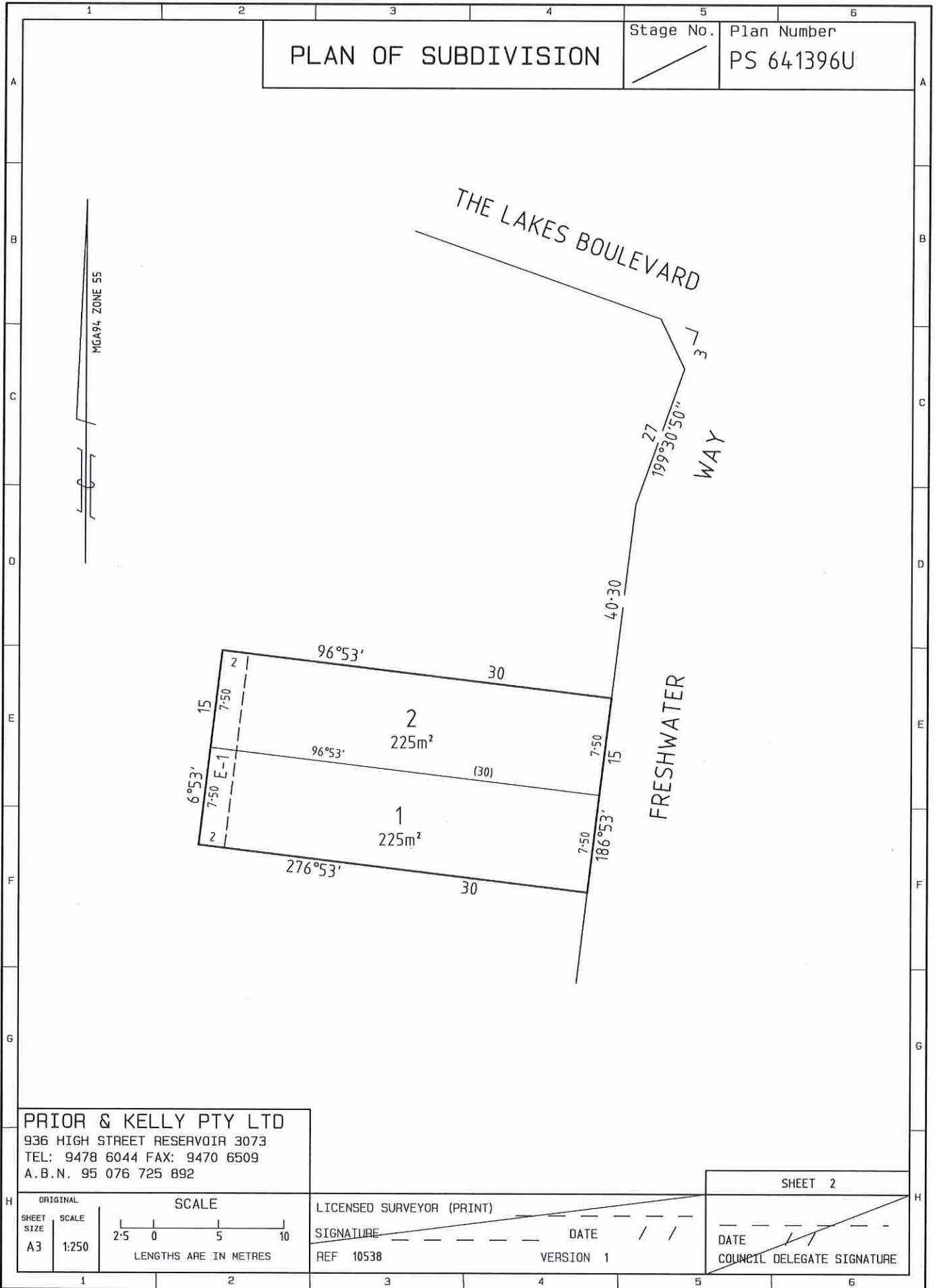
eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 20/01/2022

DOCUMENT END

Signed by Council: Whittlesea City Council, Original Certification: 18/10/2010, S.O.C.: 08/03/2011

PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 1	PLAN NUMBER PS 641396U
Location of Land Parish: MORANG Township: Section: Crown Allotment: Crown Portion: 11 & 14 (PART) LV base record: VICMAP DIGITAL PROPERTY Title References: VOL 11190 FOL 833 Last Plan Reference: LOT 18 ON PS 621225M Postal Address: 10 FRESHWATER WAY SOUTH MORANG 3752 MGA94 Co-ordinates: E 330 935 (Of approx. centre of plan) N 5 833 385 Zone 55		Council Certification and Endorsement Council Name: CITY OF WHITTLESEA REF: 607396 SPEAR REF: S009002M <p style="text-align: center;">THIS IS A SPEAR PLAN</p>		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
Notations				
Depth Limitation: DOES NOT APPLY		Staging This is not a staged subdivision Planning Permit No.		
<p>Survey: - This plan is not based on survey</p> <p>To be completed where applicable This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.</p>				
Easement Information				LRS use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 1/04/2011
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	PS 621225M	LAND IN PS 621225M AND WHITTLESEA CITY COUNCIL
PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892				LRS use only PLAN REGISTERED TIME 3:26PM DATE 4/04/2011 H.YILDIRIM Assistant Registrar of Titles SHEET 1 OF 2 SHEETS
LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF 10538 VERSION 1		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

Signed by Council: Whittlesea City Council, Original Certification: 18/10/2010, S.O.C.: 08/03/2011





**City of
Whittlesea**

**Plan of Subdivision PS641396U
Certification by Council (Form 5)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S009002M
Plan Number: PS641396U
Council Name: Whittlesea City Council
Council Reference Number 1: 607396
Surveyor's Plan Version: 1

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

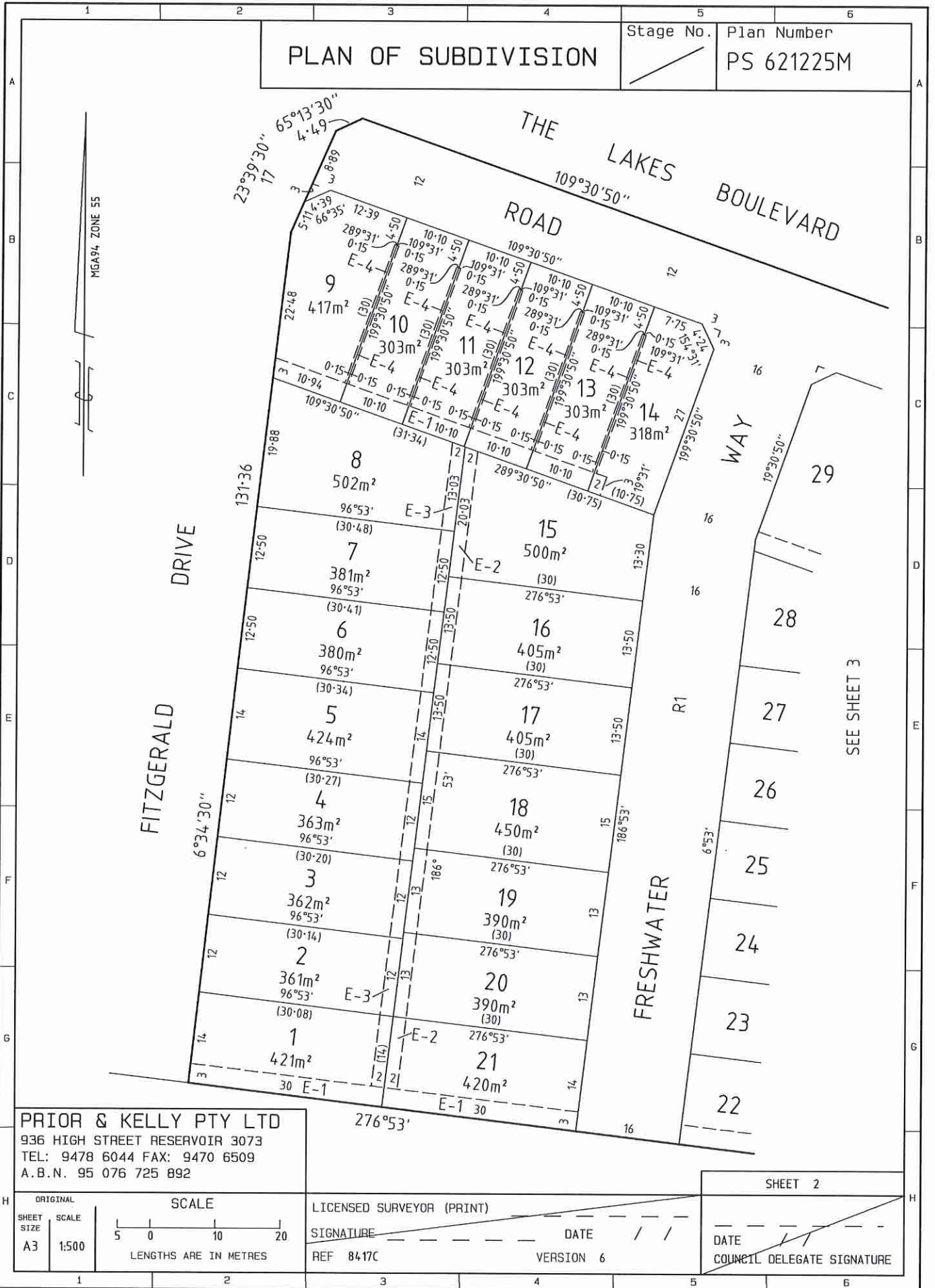
Digitally signed by Council Delegate: Annelise Hughes
Organisation: Whittlesea City Council
Date: 18/10/2010

Delivered by LANDATA®, timestamp 23/07/2025 10:03 Page 1 of 6
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Signed by Council: Whittlesea City Council, Original Certification: 22/01/2010, S.O.C.: 26/02/2010

PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 1	PS 621225M
Location of Land Parish: MORANG Township: Section: Crown Allotment: Crown Portion: 11 & 14 (PART) LV base record: VICMAP DIGITAL PROPERTY Title References: VOL 11096 FOL 232 Last Plan Reference: LOT 1 ON PS 616117U Postal Address: 272 THE LAKES BOULEVARD SOUTH MORANG 3752 MGA94 Co-ordinates: E 331 020 (Of approx. centre of plan) N 5 833 395 Zone 55		Council Certification and Endorsement Council Name: CITY OF WHITTLESEA Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stage Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
Notations				
Depth Limitation: DOES NOT APPLY		Staging This is not a staged subdivision Planning Permit No.		
THIS IS A SPEAR PLAN Survey: - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). PM 251, PM 361 & PM 362 In proclaimed Survey Area no.				
Easement Information				LRS use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance / Exemption Statement
				Received <input checked="" type="checkbox"/>
				Date 02 / 03 / 2010
				LRS use only
				PLAN REGISTERED
				TIME 6.36pm
				DATE 10 / 3 / 2010
				A.R.T. Assistant Registrar of Titles
				SHEET 1 OF 5 SHEETS
PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF 8417C VERSION 6		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

Signed by Council: Whittlesea City Council, Original Certification: 22/01/2010, S.O.C.: 26/02/2010



PRIOR & KELLY PTY LTD
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

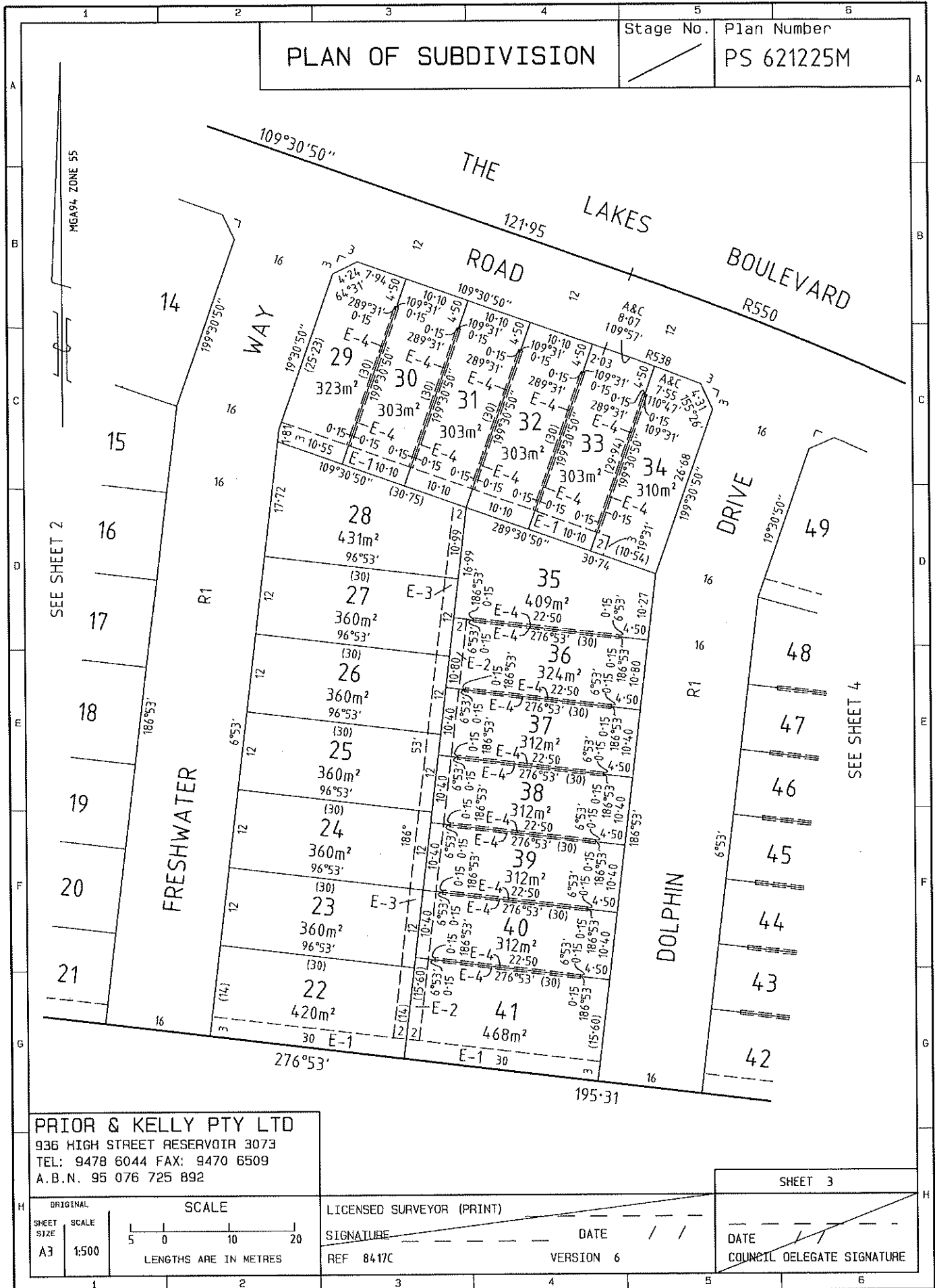
ORIGINAL	SCALE	
SHEET SIZE A3	SCALE 1:500	<p>LENGTHS ARE IN METRES</p>

LICENSED SURVEYOR (PRINT)
 SIGNATURE _____ DATE / /
 REF 8417C VERSION 6

SHEET 2

DATE / /
 COUNCIL DELEGATE SIGNATURE _____

Signed by Council: Whittlesea City Council, Original Certification: 22/01/2010, S.O.C.: 28/02/2010



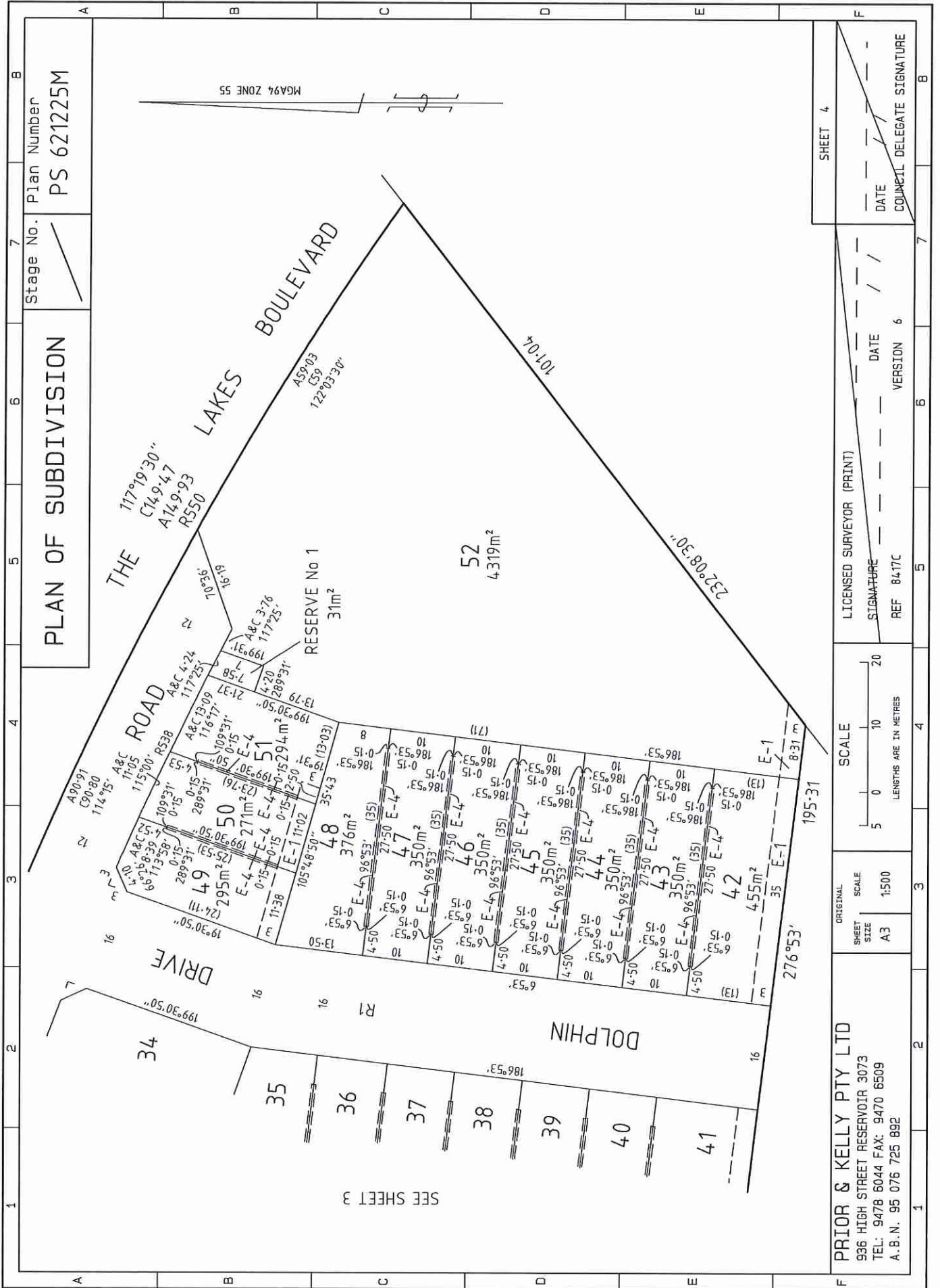
PRIOR & KELLY PTY LTD
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:500
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
 SIGNATURE _____ DATE / /
 REF 8417C VERSION 6

SHEET 3
 DATE / /
 COUNCIL DELEGATE SIGNATURE

Signed by Council: Whittlesea City Council, Original Certification: 22/01/2010, S.O.C.: 26/02/2010



SHEET 4
DATE _____
COUNCIL DELEGATE SIGNATURE _____

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
DATE _____
REF 8417C VERSION 6

SCALE
5 0 10 20
LENGTHS ARE IN METRES

ORIGINAL SCALE
SHEET SIZE A3 1:500

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

Plan of Subdivision PS621225M

Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002784P

Plan Number: PS621225M

Council Name: Whittlesea City Council

Council Reference Number 1: 606777

Surveyor's Plan Version: 6

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Bruce Manison

Organisation: Whittlesea City Council

Date: 22/01/2010



AG990988T



Application by a responsible authority for the making of a recording of an agreement Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:LMR:LGC:5598652
Customer Code: 1167E

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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: Volume 11096 Folio 232

Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

[Handwritten signature]

Name of officer:

DAVID TURNBULL

Position held:

CEP

Date:

10-12-2009

AG990988T

22/01/2010 \$102.90 173



Date 10/12/2009



Maddocks *Pilt*

1557

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 272 The Lakes Boulevard, South Morang

Whittlesea City Council
and

A & F Pace Constructions Pty Ltd
ACN 060 321 557

AG990988T

22/01/2010 \$102.90 173



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Contents

1.	Definitions	3
2.	Interpretation	4
3.	Specific obligations of the Owner	4
	3.1 Tree Protection Zone	4
	3.2 Tree to be Retained	5
	3.3 Building Envelope	5
	3.4 No further subdivision	5
	3.5 Waste Management Plan.....	5
4.	Further obligations of the Owner.....	6
	4.1 Notice and Registration.....	6
	4.2 Further actions	6
	4.3 Council's Costs to be Paid	6
5.	Agreement under Section 173 of the Act.....	6
6.	Owner's Warranties	6
7.	Successors in Title.....	6
8.	General matters	7
	8.1 Notices	7
	8.2 Service of Notice	7
	8.3 No Waiver	7
	8.4 Severability.....	7
	8.5 No Fettering of Council's Powers.....	7
9.	Commencement of Agreement	8



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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 10 / 12 / 2009

AG990988T

22/01/2010 \$102.90 173



Parties

Name	Whittlesea City Council
Address	25 Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	A & F Pace Constructions Pty Ltd ACN 060 321 557
Address	c/- Harvie Dynes & Associates, Suite 4, Level 2, 47 Burgundy Street, Heidelberg, Victoria
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 20 December 2006 Council issued Planning Permit No. 709129 (**Planning Permit**) allowing the Subject Land to be subdivided into 52 lots and the use and development of an indoor learn to swim centre incorporating an ancillary food and drink premises and the display of floodlit business identification signage in accordance with the Endorsed Plan. Conditions 3, 7, 10 of the Planning Permit require the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

- D. Condition 3 of the Planning Permit provides that:

Prior to the development commencing, the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 which requires that the following issues/matters are addressed as specific requirements on the title of the lot containing the Indoor Learn to Swim Centre and the tree proposed to be retained:

- a) Plan containing a scaled tree protection zone.
- b) No buildings or works (including paving), loading and unloading, storage or materials, dumping of waste, vehicle access and parking or other construction activity, are to occur within the boundaries of the tree protection zone.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

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E. Condition 7 of the Planning Permit provides that:

Prior to the commencement of the development, the owner of the subject land must, at no cost to the Responsible Authority, enter into and execute an agreement (in a form satisfactory to the Responsible Authority) pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must provide for the preparation of a management plan in a form satisfactory to the Responsible Authority detailing how the management of refuse and recycling material will be carried out within the site.

In the preparation of such a management plan, specific attention will be made to the following items:

- a) How the collection of refuse and recycling material will be managed.
- b) What will be the frequency for the removal of such refuse and recycling material.
- c) How it is intended to control the emission of odour caused by such refuse and recycling material when it is being stored within the site.
- d) Where such refuse and recycling shall be stored within the site.

It is further required that this agreement must be registered at the Land Registry Office pursuant to Section 181 of the Planning and Environment Act 1987.

F. Condition 10 of the Planning Permit provides that:

Building envelope plans and Tree Protection Zone – Section 173 Agreement

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 by the Responsible Authority which requires that the following issues/matters are addressed as specific requirements on the titles of individual allotments either containing trees to be retained or affected by trees to be retained:

- (a) Plan containing dimensioned Tree Protection Zone and development envelope for each allotment.
- (b) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the Tree Protection Zones.
- (c) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from [sic] the Responsible Authority to vary the Plan.
- (d) No trees shown for retention shall be removed, lopped or destroyed without the approval of the responsible authority.
- (e) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the Tree Protection Zone. Prior to reinstatement the entire tree including roots must be removed from the site.
- (f) Any tree that is removed from the site must be made available for use by the Responsible Authority within the local area for habitat or public art purposes.

AG990988T

22/01/2010 \$102.90 173





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- (g) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and / or relevant state government requirements/ legislation applicable at the time relating to offset requirements.
- (h) No further subdivision of the allotments.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

G. The parties enter into this Agreement:

- G.1 to give effect to the requirements of the Planning Permit; and
- G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties Agree

AG990988T

22/01/2010 \$102.90 173



1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Building has the same meaning as in the Act.

Building Envelope means the area delineated and identified on the Endorsed Plan as a 'building envelope' or the like

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

Owners Corporation has the same meaning as in the *Subdivision Act 1988*.

Owners Corporation Rules means the rules which will govern any owners corporation which is created by the subdivision of the Subject Land or any part thereof.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.



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Subject Land means the land situated at 272 The Lakes Boulevard, South Morang being the land referred to in Certificate of Title Volume 11096 Folio 232 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Tree Protection Zone means the area delineated and identified as a 'Tree Protection Zone' or the like on the Endorsed Plan.

Tree to be Retained means any tree which is located within a Tree Protection Zone.

Works has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

AG990988T



2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owner

The Owner covenants and agrees that:

3.1 Tree Protection Zone

- 3.1.1 prior to the commencement of any Buildings or Works on any lot, a fully dimensioned plan must be submitted to Council for approval, setting out the Tree Protection Zone and Building Envelope for each lot; and
- 3.1.2 except with the prior written consent of Council, the Owner must not permit nor allow to be erected any Buildings or the carrying out of any Works, loading and

AG990988T

22/01/2010 \$102.90 173




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unloading, storage of materials, dumping of waste, vehicle access and parking or other construction activity within a Tree Protection Zone;

3.2 Tree to be Retained

- 3.2.1 no Tree to be Retained may be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land without the prior written consent of Council;
- 3.2.2 subject to clause 3.2.1, if any Tree to be Retained is removed from the Subject Land by the Owner for any reason, for example, disease, the entire tree, including the roots, must be removed from the Subject Land and a new advanced tree of the same species must be reinstated within a Tree Protection Zone;
- 3.2.3 any Tree to be Retained that is removed from the Subject Land must be made available for use by Council within the local area for habitat or public art purposes; and
- 3.2.4 any Tree to be Retained that is removed or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/legislation applicable at the time relating to offset requirements;

3.3 Building Envelope

without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works on any lot outside of the Building Envelope;

3.4 No further subdivision

except with the prior written consent of Council, no lot may be further subdivided in any way so as to any create additional lots; and

3.5 Waste Management Plan

- 3.5.1 prior to the issue of an occupancy permit under the *Building Act* 1993 for any dwelling on the Subject Land a Waste Management Plan must be submitted to and approved by Council (**Waste Management Plan**);
- 3.5.2 the Waste Management Plan must detail how the management of refuse and recycling material will be carried out on the Subject Land including, but not limited to:
 - (a) how the collection of refuse and recycling material will be managed;
 - (b) the timing and frequency for the removal of such refuse and recycling material;
 - (c) measures to control the emission of odour caused by such refuse and recycling material when it is being stored on the Subject Land; and
 - (d) where such refuse and recycling shall be stored on the Subject Land;
- 3.5.3 once the Waste Management Plan has been approved by Council, the Waste Management Plan must be implemented and complied with by the Owner at all times and at the full cost of the Owner to the satisfaction of Council; and

|||||

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3.5.4 the Owner will incorporate the Waste Management Plan into the Owners Corporation Rules of the Subject Land or any part thereof.

AG990988T



4. Further obligations of the Owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:



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7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

AG990988T

22/01/2010 \$102.90 173



8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

8.1.1 by delivering it personally to that party;

8.1.2 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

8.1.3 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.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

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 must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

AG990988T

22/01/2010 \$102.90 173



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Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:)
)
)

[Handwritten signature]
.....

Chief Executive Officer

Executed by A & F Pace Constructions Pty Ltd ACN 060 321 557 by being signed by the person who is authorised to sign for the company:)
)
)
)

[Handwritten signature]
.....

Sole Director and Sole Company Secretary

ABRAHAM PACE
.....

Full name

40 MARTIN CLOSE SOUTHMOYNS
.....

Usual address

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1154488

APPLICANT'S NAME & ADDRESS

ALL CONVEYANCING SOLUTIONS PTY LTD C/- INFOTRACK
(LEAP) C/- LANDATA
DOCKLANDS

VENDOR

VO, TIEN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

719664

This certificate is issued for:

LOT 1 PLAN PS641396 ALSO KNOWN AS 10A FRESHWATER WAY SOUTH MORANG
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

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

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

07 July 2025

Sonya Kilkenny
Minister for Planning

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

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

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

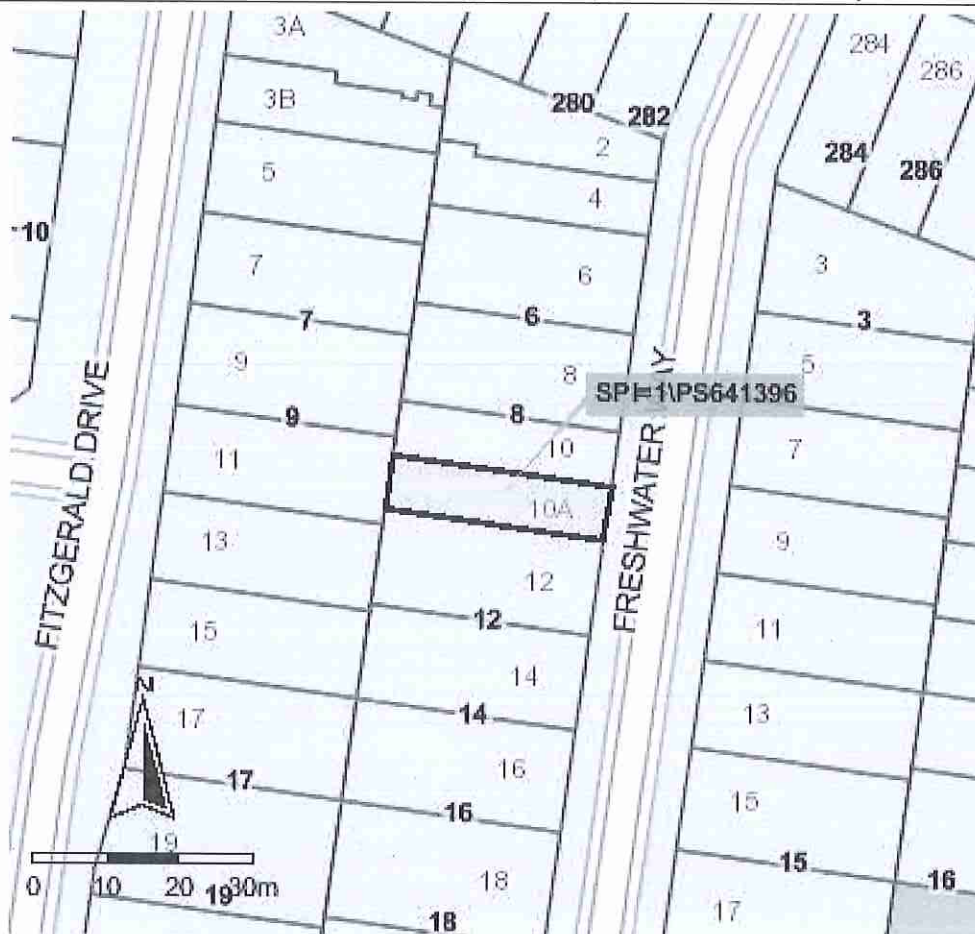
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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



PLANNING PROPERTY REPORT



Department of Transport and Planning

From www.planning.vic.gov.au at 16 July 2025 11:00 AM

PROPERTY DETAILS

Address: **10A FRESHWATER WAY SOUTH MORANG 3752**
 Lot and Plan Number: **Lot 1 PS641396**
 Standard Parcel Identifier (SPI): **1\PS641396**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **776609**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 183 E6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**

OTHER

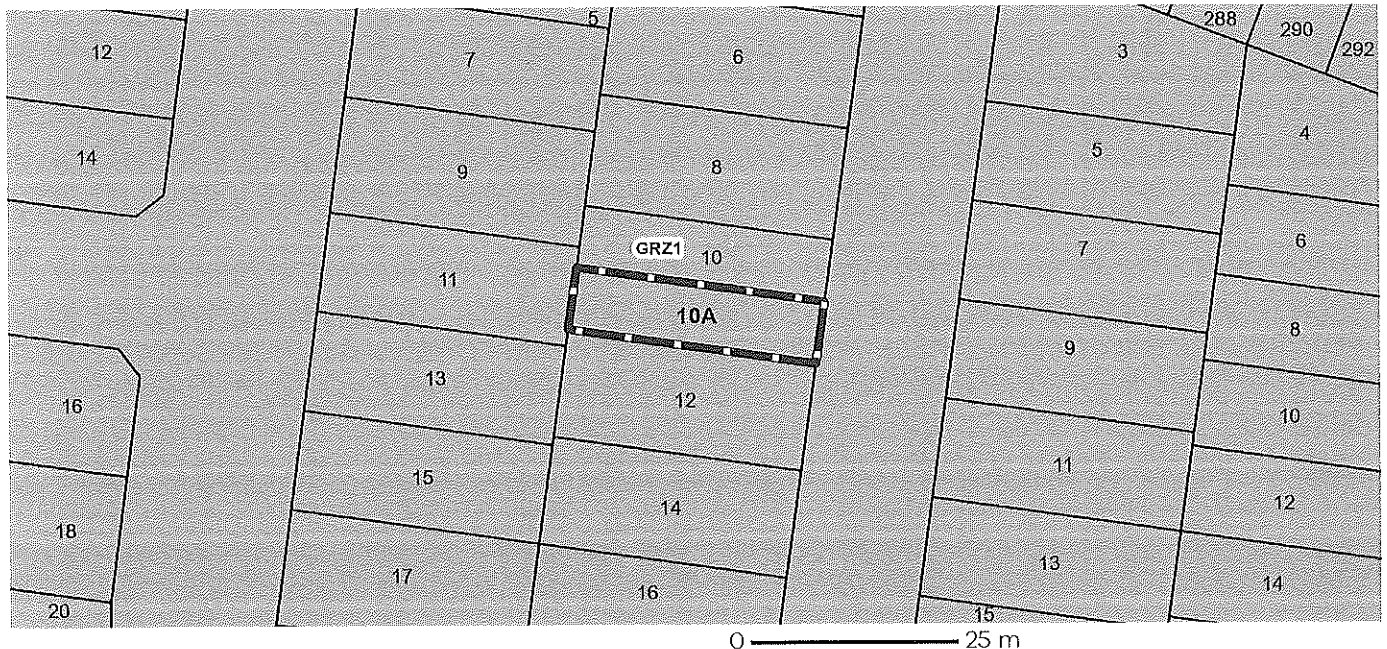
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

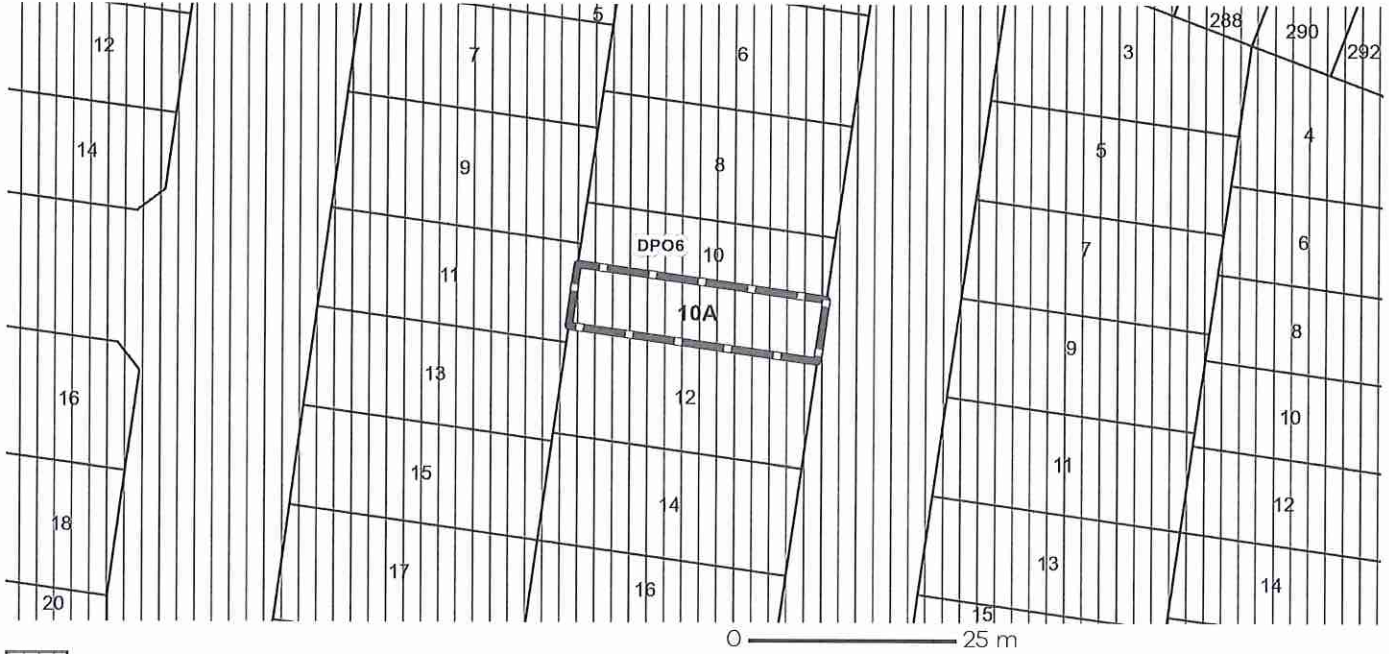
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)



 DPO - Development Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 VPO - Vegetation Protection Overlay

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 11 July 2025.

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

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

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

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

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

PLANNING PROPERTY REPORT



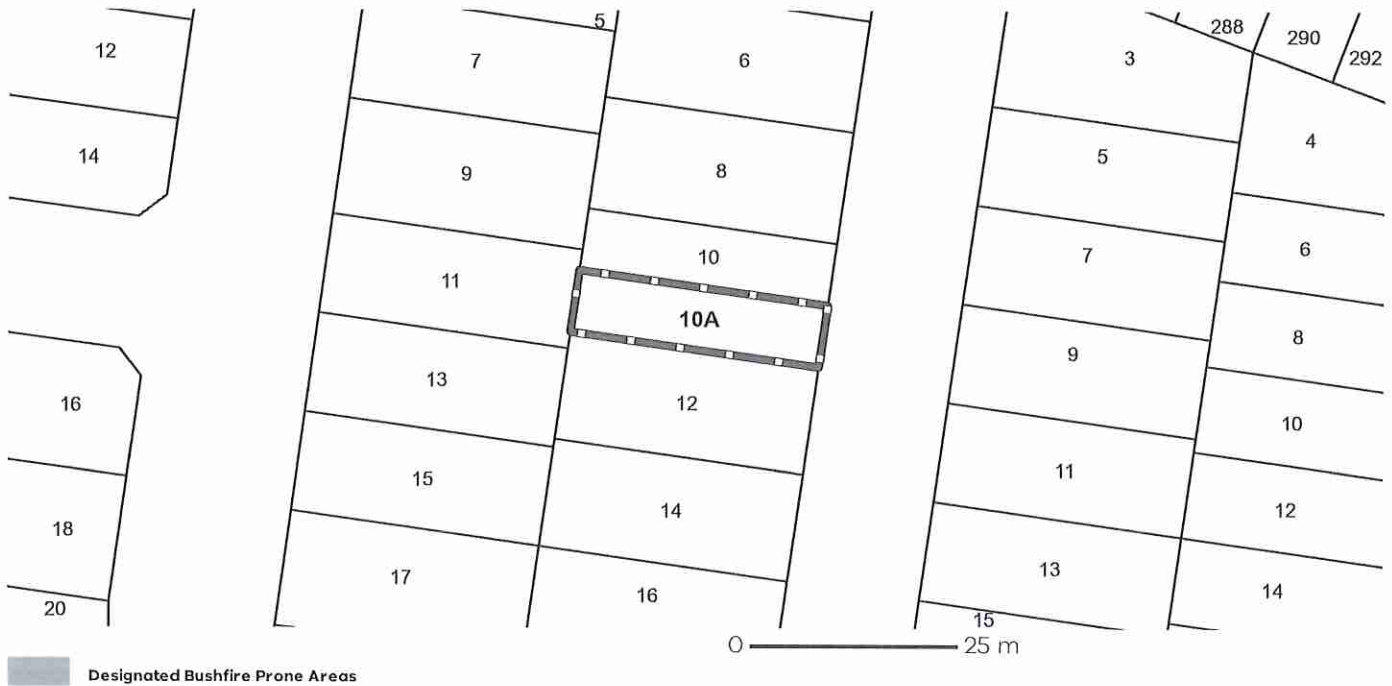
Department of Transport and Planning

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 July 2025 11:01 AM

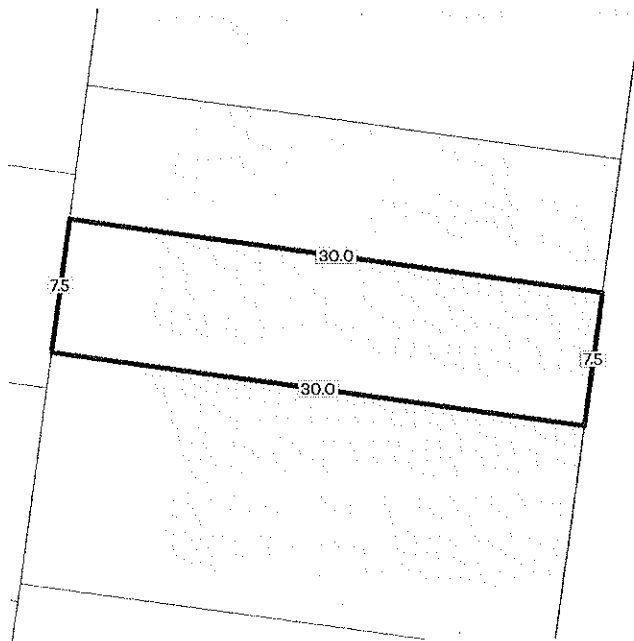
PROPERTY DETAILS

Address: **10A FRESHWATER WAY SOUTH MORANG 3752**
 Lot and Plan Number: **Lot 1 PS641396**
 Standard Parcel Identifier (SPI): **1\PS641396**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **776609**
 Directory Reference: **Melway 183 E6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 225 sq. m

Perimeter: 75 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**

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/>

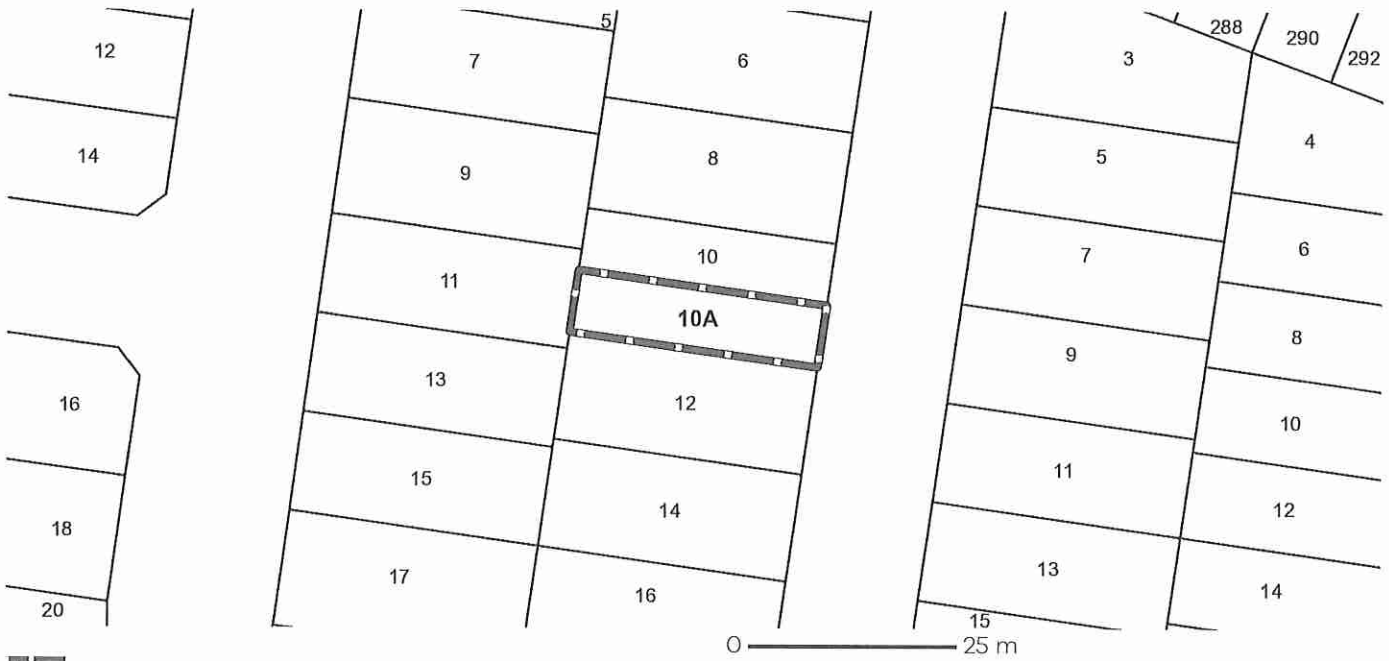
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



 Selected Property



Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

Valuation and rates notice

For the period 1 July 2024 to 30 June 2025



T M Vo & A M Reynolds
10A Freshwater Way
SOUTH MORANG VIC 3752



629
1070085
RS_11653

Assessment number: 0776633



To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 85CFE21DY

Issue date: 31/07/2024

Instalment 1

\$358.77
Due By 30/09/2024

* If full payment of the Instalment 1 amount is not received by 30 September 2024, your account will revert to the lump sum option shown below. If this occurs you will not receive Instalment reminder notices.

Instalment 2 **\$355.00**
Due By 30/11/2024

Instalment 3 **\$355.00**
Due By 28/02/2025

Instalment 4 **\$355.00**
Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$1,423.77**
Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call 9217 2170.

Whittlesea and receiving vouchers are now available online at whittlesea.vic.gov.au/wastevouchers



Property details 7 Harold Court WHITTLESEA VIC 3757

LOT 2 PS 631375K

Owner: Vo Thi My-Tien & Reynolds Andrew Maxwell

Ward: North

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$525,000	\$525,000	\$26,250

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 100 Vacant Residential Dwelling Site/Surveyed Lot

Rates and charges

Council Charges		
General rate 26,250 x 0.04683579		\$1,229.44
State Government Charges		
Fire services charge (Res) 1 x 132		\$132.00
Fire services levy (Res) 525,000 x 0.00008700		\$45.68
Waste Landfill Levy General 1 x 0.00008700		\$16.65

Total \$1,423.77

Payments received after 15 July 2024 may not be included on this notice

How to pay

- whittlesea.vic.gov.au
- VISA
- Phone 1300 301 185
- VISA
- Council Offices**
See the back of this notice for opening hours and locations

BPAY

Billier Code: 5157
Ref: 0776633
BPAY this payment via internet or phone banking

FlexiPay

Set up your flexible payment options.
Scan the QR code or visit whittlesea-pay.enotices.com.au
 Bank Account



Post Billpay
 Post Billpay Code: 0350 Ref: 7766336
Pay in person at any post office:
 131 816 or postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 7766336



*350 7766336



YARRA VALLEY WATER
 ABN 93 865 902 501

Luoknow Street
 Mitcham Victoria 3132

Private Bag 1
 Mitcham Victoria 3132

OX 13204

F (03) 9872 1353

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

7th July 2025

All Conveyancing Solutions Pty Ltd C/- InfoTrack (
 LANDATA

Dear All Conveyancing Solutions Pty Ltd C/- InfoTrack (,

RE: Application for Water Information Statement

Property Address:	10A FRESHWATER WAY SOUTH MORANG 3752
Applicant	All Conveyancing Solutions Pty Ltd C/- InfoTrack (LANDATA
Information Statement	30953902
Conveyancing Account Number	7959580000
Your Reference	719664

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

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

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

Yours sincerely,

Lisa Anelli
 GENERAL MANAGER
 RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 068 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	10A FRESHWATER WAY SOUTH MORANG 3752
------------------	--------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 93 086 802 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	10A FRESHWATER WAY SOUTH MORANG 3752
------------------	--------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

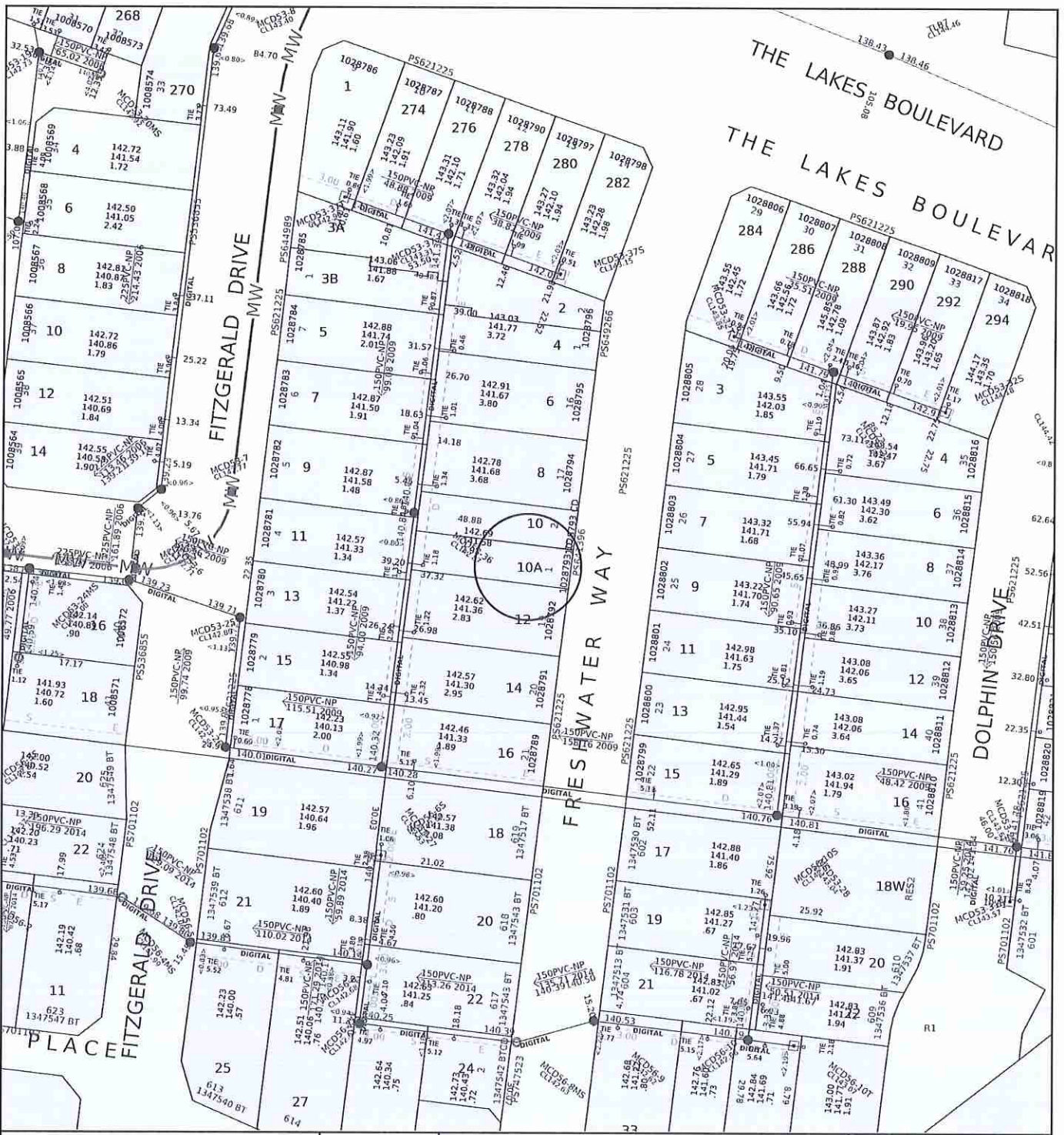
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



<p>Yarra Valley Water Information Statement Number: 30953902</p>	Address	10A FRESHWATER WAY SOUTH MORANG 3752		 N	 Yarra Valley Water ABN 93 066 902 501
	Date	07/07/2025			
	Scale	1:1000			
<p>Existing Title </p> <p>Proposed Title </p> <p>Easement </p> <p>Existing Sewer </p> <p>Abandoned Sewer </p>	<p> Access Point Number</p> <p> Sewer Manhole</p> <p> Sewer Pipe Flow</p> <p> Sewer Offset</p> <p> Sewer Branch</p>	<p>GLV2-42 MW Drainage Channel Centreline</p> <p> MW Drainage Underground Centreline</p> <p> MW Drainage Manhole</p> <p> MW Drainage Natural Waterway</p>	<p></p> <p></p> <p></p> <p></p>	<p>Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:</p> <ul style="list-style-type: none"> - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly; 	



YARRA VALLEY WATER
ABN 83 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

All Conveyancing Solutions Pty Ltd C/- InfoTrack (LANDATA)
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2306448763
Rate Certificate No: 30953902

Date of Issue: 07/07/2025
Your Ref: 719664

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
10A FRESHWATER WAY, SOUTH MORANG VIC 3752	1\PS641396	5017157	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 39.000000kL x \$3.43420000 = \$133.93</i> Estimated Average Daily Usage \$1.50	07-02-2025 to 07-05-2025	\$133.93	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$197.98

GENERAL MANAGER
RETAIL SERVICES

Note:

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

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 056 902 591

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.oom.au
yvw.oom.au

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

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

Property No: 5017157

Address: 10A FRESHWATER WAY, SOUTH MORANG VIC 3752

Water Information Statement Number: 30953902

HOW TO PAY



Biller Code: 314567
Ref: 23064487630

Amount
Paid

Date
Paid

Receipt
Number



26 INCANA DRIVE
MILL PARK, VIC 3082

POSTAL ADDRESS:
PO BOX 1076
BUNDOORA, VIC 3083

TEL: 03 9404 5521
FAX: 03 9404 5562
MOBILE: 0419 351 472

Email: admin@cdspermits.com.au
ACN 103 132 501 ABN 91 103 132 501

Form 2

Building Act 1993

Building Regulations 2018 : Regulation 37(1)

Building Permit BS-U1132/20183578/0

ISSUED TO

OWNER Thi My-Tien Vo AGENT
10A Freshwater Way
South Morang 3752
tienvo1307@gmail.com

ADDRESS FOR SERVING OF NOTICES

NAME Thi My-Tien Vo 10A Freshwater Way South Morang 3752
PHONE 0431 218 841 PHONE FAX

PROPERTY DETAILS

10A Lot 1 Freshwater Way South Morang 3752

TITLE DETAIL PS 641396U Vol 11262 Fol 865 ALLOTMENT AREA m2
MUNICIPAL DISTRICT Whittlesea City Council PROP NO:
BUILDER Thi My-Tien Vo 10A Freshwater Way South Morang 3752
PHONE 0431 218 841 PHONE FAX

DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

PLANNING PERMIT NO 712183 PLANNING PERMIT DATE 24/07/2018

Details of domestic building work Insurance (if applicable)

PROJECT ESTIMATED VALUE \$3,498.00

NATURE OF BUILDING WORK **Alteration Construction of a non-loadbearing wall forming a study to an existing dwelling**

BUILDING DETAILS

Storeys contained 1 Version of BCA applicable to Permit 2016


RELEVANT BUILDING SURVEYOR: Carlo Stocco

DATE OF ISSUE 31-Aug-2018
Registration No: BS-U1132 Page 1 of 2

Building Permit BS-U1132/20183578/0

Allowable live load	New floor area m2	Type of Construction
Effective Height	Total Floor Area m2	Classification 1ai
Rise in Storeys (for class2-9 building only)		Persons accommodated for

STAGES OF WORK PERMITTED All

OCCUPATION/USE OF A BUILDING

A Certificate of Final Inspection is required upon completion of works

COMMENCEMENT AND COMPLETION

This building work must commence by 31/08/2019

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 31/08/2021

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

MANDATORY INSPECTIONS

FRAMEWORK PRIOR TO COVERING

FINAL ON COMPLETION OF ALL WORKS

Protection work

Protection work Is Not required in relation to the building work proposed in this permit.

PERMIT CONDITIONS

- 1 NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.
- 2 Owner and/or Builder to ensure all works comply with Planning Permit 712183 dated 24 July 2018
- 3 All electrical work must be carried out by a licensed electrician and electrical certificate must be submitted to the relevant building surveyor for all works before a Final certificate can be issued.



RELEVANT BUILDING SURVEYOR: Carlo Stocco

DATE OF ISSUE 31-Aug-2018

Registration No: BS-U1132 Page 2 of 2



26 INCANA DRIVE
MILL PARK, VIC 3082

POSTAL ADDRESS:
PO BOX 1076
BUNDOORA, VIC 3083

TEL: 03 9404 5521
FAX: 03 9404 5562
MOBILE: 0419 351 472

Email: admin@cdspermits.com.au

ACN 103 132 501 ABN 01 103 132 501

FORM 17
Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property details	No: 10A Lot: 1 Freshwater Way South Morang 3752 PS 641396U Vol 11262 Folio 865	
Municipal District	Whittlesea City Council	
Building Permit Details		
Building Permit No.	20183578/0	Permit Date 31/08/2018
Version of BCA applicable to Permit	2016	
Description of Building Works	Alteration: Construction of a non-loadbearing wall forming a study to an existing dwelling	
Stages of Work Permitted	All	
Permitted use	Domestic	
BCA Class	1ai	
Directions to fix building work	All directions under Part 4 of the Building Act 1993 have been complied with.	

Certificate No: 20183578FC **Date of issue:** 15-November-2018 **Date of Inspection:** 15-November-2018

Relevant Building Surveyor
Carlo Stocco

Signature

Registration No: BS-U1132

INSPECT DIRECT



Ph: 1300 133363
 Web Page: www.InspectDirect.com.au

Email: info@inspectdirect.com.au

THIS REPORT IS VALID FOR (6) MONTHS FROM THE DATE OF MOST RECENT INSPECTION.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)

- Owner-builders are required under Section 137B of the Building Act 1993 to provide Warranty Insurance for building work they have carried out on their property if the value of the work was \$16,000 or greater for the remainder of the 6 (six) year period that starts from the time of completion of construction.
- Domestic building work more than \$16,000 will require domestic building insurance and will cover costs up to \$300,000 to fix structural defects for six years, and non-structural defects for two years.
- Domestic building work that is structural will not require domestic building insurance if it has been completed more than six years from the date of this report.
- Domestic building work that is not structural will not require domestic building insurance if it has been completed more than two years from the date of this report.

Site Address: No.10A Freshwater Way South Morang VIC 3752

Date of report: 22/07/2025

Date of inspection: 22/07/2025

Weather conditions at time of inspection

Fine Cloudy Wet Windy
 Other (please specify)

Name of prescribed building practitioner: Salvatore Mamone B.Arch (Architect & Registered Building Inspector)
 Address: 144 Centenary Drive Mill Park Victoria Post Code: 3082
 Registration No. Architect: 15347 Signature: *Salvatore Mamone*
 RBP: IN-L 41272

Report Legend:

✓	No Visible Fault
M	Fault – Categorised as either minor or a Maintenance Issue
NC	Non-Compliance issue or has not been constructed in accordance with permit documents.
NP	This structure has been constructed without a Building permit.
X	A major or a Structural Defect
C	Incomplete
N	Not accessible
-----	Not Relevant
P	Partial Access
U	Untested

Description of the building and materials used in construction:

Floor Structure: - -----	Stumps / Piers: - -----
Footings: - -----	
Floor Coverings: - -----	
Wall Structure: ○ Timber frame plastered wall with cavity sliding door opening enclosing existing lounge area for the construction of additional bedroom.	
Roof Structure: - -----	
External Wall Cladding:	

INSPECT DIRECT



Ph: 1300 133363

Email: info@inspectdirect.com.au

Web Page: www.InspectDirect.com.au

- -----	
Internal Wall Lining: - Plasterboard.	
Internal Ceiling Lining: - Plasterboard.	
Roof Cladding: - -----	
Windows & Doors: - -----	
Number of storeys: - -----	
Services connected to the owner built works and their condition:	
Electrical: -----	Air-Conditioning: - -----
Gas: -----	Heating: - -----
Water: -----	Hot Water System: - -----
Sewerage: -----	Intercom: - -----
Stormwater:-----	Alarm System: -----
Septic:-----	Ducted Vacuum: -----
Rain Tank: -----	Smoke Detectors: -----
"BAL" level if known: - Not Known	
Description of Works:	
New House or Alterations & Additions as instructed by the Owner Builder:	
1.0 Non-Structural Work: 1.1 Timber frame plastered wall with cavity sliding door opening enclosing existing lounge area for the construction of additional bedroom.	
Property Owner/s Name/s:	
Name/s: Thi My Tien Vo	
Name/s: Andrew Reynolds	
Address: No.10A Freshwater Way South Morang VIC 3752	
Address:-----	
Contact Phone Number/s: 0432 498 275	
Site details	
House location on Street: - West.	
Site falls / graded to: - -----	
Vegetation: - -----	
Site Drainage: - -----	
Condition of concrete paths / Paving: - -----	

INSPECT DIRECT



Ph: 1300 133363

Email: info@inspectdirect.com.au

Web Page: www.InspectDirect.com.au

Attached & Detached Structures from the owner built works:	
Garage / Carport:	-
Pergola:	-
Veranda:	-
Front Porch:	-
Alfresco:	-
Timber Deck:	-
Bungalow / Studio:	-
Garden Shed:	-
Pool / Spa:	-
Pool / Spa Equipment:	-
Pool / Spa Fence:	-
Retaining Walls:	-
External Construction:	
Footings:	-
If Masonry – Damp Proof Course & Mortar Condition:	-
Wall Structure:	-
Wall finish:	-
Sub floor Ventilation (Where Applicable):	-
Weep Holes Base of walls (Where Applicable):	-
Weep Holes above window & door openings in walls (Where Applicable):	-
Eaves:	-
Doors:	-
Windows:	-
Sill Gaps Ground floor windows:	-
Sill Gaps upper level windows:	-
Roof Cladding:	-
Fascia Gutters:	-

INSPECT DIRECT



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Email: info@inspectdirect.com.au

Web Page: www.InspectDirect.com.au

Bedroom No.1:	
Floor Structure: -----	Ventilation: -----
Floor Coverings: ✓	Electrical Power & Lights: -----
Walls: ✓	Heating: -----
Ceilings: ✓	Cooling: -----
Doors: MI	Dampness: -----
Windows: -----	Fly Screen: -----
Wardrobe & Inserts: -----	Weather seals External Door & Frame: -----

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION):

Please refer to the fault / maintenance number adjacent the item for identification. The fault / maintenance number will have a letter in front of it such as an "M" – refer to the fault / maintenance identification legend to identify the letter placed in front of each fault / maintenance number. Use of the fault / maintenance numbers is achieved by corresponding the numbering with the individually numbered faults / maintenance item identified within the back section of this report.

Notes:
1.0 Timbers that are exposed to the weather may be prone to premature degradation – vigilant monitoring required.
2.0 Timbers that are close to or in the ground may be prone to premature degradation – vigilant monitoring required.
3.0 Paths & gardens surrounding the property to be monitored for water retention during & following rain periods.
4.0 Gutters & roof surface to be maintained cleaned to prevent build up of debris & potential gutter / down pipe / stormwater system blockage
5.0 Site drainage to be monitored – water retained along the base of walls of the building or close to the base of the walls of the building may become problematic.
6.0 In situ tiled shower floors require vigilant monitoring as these in time may become problematic if floor tile gradients do not comply with the floor gradient requirements as stipulated within AS3958.1 (Shower floors require a gradient of 1:60 and 1:80)
7.0 In accordance with the requirements of the Victorian Building Authority; A retaining wall built on a property boundary or within 900mm of a property boundary at any height requires a building permit.
8.0 In accordance with the requirements of the Victorian Building Authority; A retaining wall built on a property more than 900mm away from any boundary greater than 1.0m in height requires a building permit.
9.0 In accordance with the requirements of the Victorian Building Authority; A timber deck requires a building permit.
10.0 In accordance with the requirements of the Victorian Building Authority; Construction of a veranda attached to a building requires a building permit.
11.0 In accordance with the requirements of the Victorian Building Authority; Alteration to a structural element of a building including; window openings, door openings, alterations to walls, alterations to roof, alterations to floor, etc, requires a building permit.

INSPECT DIRECT



Ph: 1300 133363

Email: info@inspectdirect.com.au

Web Page: www.InspectDirect.com.au

12.0 In accordance with the requirements of the Victorian Building Authority; Construction of a shed greater than 10m ² requires a building permit.
13.0 Surface water drainage will be assessed in accordance with Section 3.1.2.3 of NCC Volume Two BCA 2010/2019: 13.1(a) The finished ground level adjacent buildings; The external finished surface surrounding the slab must be drained to move surface water away from the building & graded to give a slope of no less than 25mm over the first 1.0m for surfaces that are reasonably impermeable (Concrete paving). 13.2(b) Finished slab heights: The height of the slab on ground above external finished surfaces must be not less than: 13.2.1 100mm above the finished ground level in low rainfall or sandy well drained areas. 13.2.2 50mm above impermeable (paved or concrete areas) that slope away from the building in accordance with (a). 13.2.3 150mm in any other case.
14.0 In accordance with the requirements of AS3727; fixed building elements such as walls, posts, pilasters, down pipes etc are required to be isolated from concrete pavement and all paving by installation of 10mm wide expansion foam.
15.0 Recessed Luminaires / Down Lights: 15.1 In accordance with manufacturers requirements insulation is to be kept clear of recessed luminaires / Down lights. 15.2 A sign is required at the entrance into the roof space if recessed luminaires / Down lights have been installed.
16.0 Property boundaries have not been established during this report.

List of defects in the building/s:*

M1 – Cavity sliding door opens when closing - does not sit flush with door reveal.
Incomplete Works:

Roof Space:	
Structure:	Insulation:
Roof Cladding:	Accessibility:
Roof Services:	
Roof Ventilation:	
Sarking:-----	

INSPECT DIRECT



Ph: 1300 133363

Email: info@inspectdirect.com.au

Web Page: www.InspectDirect.com.au

Areas of the building/s inaccessible at the time of inspection:

1.0 Wall frame not visible at the time of the inspection. Testing may not have been exhaustive.

Documents Sited / Viewed at time of inspection:

1.	Architectural Drawings, plans, & Specifications:
-	Not available & not viewed at the time of the inspection.
2.	Engineering Drawings, Plans, & Specifications:
-	Not available & not viewed at the time of the inspection.
3.	Building Permit:
-	Not available & not viewed at the time of the inspection.
4.	Certificate of occupancy / final inspection certificate:
-	Not available & not viewed at the time of the inspection.
5.	Certificate of water proofing installation:
-	Not available & not viewed at the time of the inspection.
6.	Plumbing & Electrical Certificates:
-	Not available & not viewed at the time of the inspection.

Second Hand Material:

No - Second Hand Material used during performance of the owner built works:

General Term & Conditions:

This report is provided, pursuant to the following Acts and their subordinate legislation as they apply in their respective states:
 The Building Act 1993 (VIC)
 The Home Building Act 1989 (NSW)
 The Home Building Contracts Act 1991 (WA)

Selling a house built or renovated by an owner builder

Before entering into a contract to sell a house which has been built or renovated by a person other than a registered building practitioner, where the works have been completed for less than 6 years (7yrs NSW) prior to the date of sale, the owner builder must:

1. Obtain this Inspection Report. It must be provided to the intended purchaser by the owner builder. The Inspection Report must not be older than six (6) months old at the date of the contract.
2. Send to an approved insurer:
 - a completed 'Application for Owner Builder's Indemnity Insurance',
 - a copy of this Inspection Report,
 - the appropriate fee – confirm the fee with the insurer.
 If all items are in order, the insurer will send you the necessary certificate or schedule of insurance.
3. Provide evidence of the insurance to the intended purchaser.
4. Ensure your contract contains the warranties listed in the shaded section below. After the contract has been signed, the owner builder must send a copy of the contract to the insurer.

If a contract of sale has been entered into in contravention of the legislation, the contract is not void by reason only of the contravention but is voidable at the option of the purchaser at any time before the completion of the contract.

The insurance is applicable to structural works done by the owner builder which have been completed for less than 6 years (7yrs NSW) prior to the date of sale. The insurance ceases for structural works when that 6 year (7yrs NSW) period expires.

INSPECT DIRECT



Ph: 1300 133363

Email: info@inspectdirect.com.au

Web Page: www.InspectDirect.com.au

*The insurance ceases in 2 years for nonstructural works.

The insurance only covers defects caused by the owner builder and does not cover any defects identified in the report. Please note that where the owner builder has renovated or extended the home, the insurance only relates to those works. The balance of the house is not covered by this insurance at all.

Defects identified in this Report are those caused by bad workmanship or movement of foundations. This report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) which are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects which seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

Unless otherwise stated:

- no soil or other material has been excavated or removed,
- no plants or trees have been removed
- no samples have been taken or tested,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- no items of furniture or chattels have been moved,
- the roof has not been water tested,
- no enquiries of Drainage, Sewerage or Water Authorities have been made,
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling house and providing this report,
- no special investigation of insect attack (e.g. borer, termite, etc.) has been made and any reference to this has been based on casual inspection.

This report is incomplete unless the required local government building approval and inspection summary details are attached.

Warranties for the purposes of houses sold by owner builders

The following warranties must be part of every contract of sale of property by an owner builder where insurance applies*.

- a) The vendor warrants that 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

* Not applicable in some states

- b) The vendor warrants that all materials used in the 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

The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of the warranty, the Building Act and the regulations.

Inspect Direct Pty Ltd Terms & Conditions:

The Report has been prepared by the registered inspector (named within), with reasonable care, subject however as follows:

- 1) This Report is not a Guarantee but is provided in accordance with the relevant State Act.
- 2) The Report is based on the condition of the property and the prevailing structural, soil and weather conditions at the time of the inspection.
- 3) Except where specifically stated otherwise, the Report is based on a visual inspection of such parts of the premises as the Report states the inspector has been able to have reasonable access to without the removal of any furniture, fittings – be they fixed or otherwise – cladding, or lining materials, plants or soil. The Report will not disclose latent defects or defects which may be apparent in weather conditions which differ from those at the time of the inspection.
- 4) The Report will not disclose defects which have not yet arisen. Changes in usage can cause defects and any abuse of the premises is likely to do so.
- 5) The Report may not cover defects of a minor nature, such as hair-line plaster cracks, jamming doors, windows or catches and similar minor faults.

* Reports listing defects in the building/s to include, but are not restricted to, conditions of the following building elements:

- | | | |
|--|--------------------|---------------------------------|
| • Site drainage | • Footings | • Subfloor |
| • Frame | • External walls | • Internal walls and ceilings |
| • Floor and wall tiling | • External roof | • Internal roof conditions |
| • Built-in fittings/joinery | • Doors/windows | • Fireplaces/solid fuel heaters |
| • Plumbing and drainage | • Fixed appliances | • Flyscreens |
| • Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract. | | |

Certificates attached to this report:

INSPECT DIRECT



Ph: 1300 133363

Email: info@inspectdirect.com.au

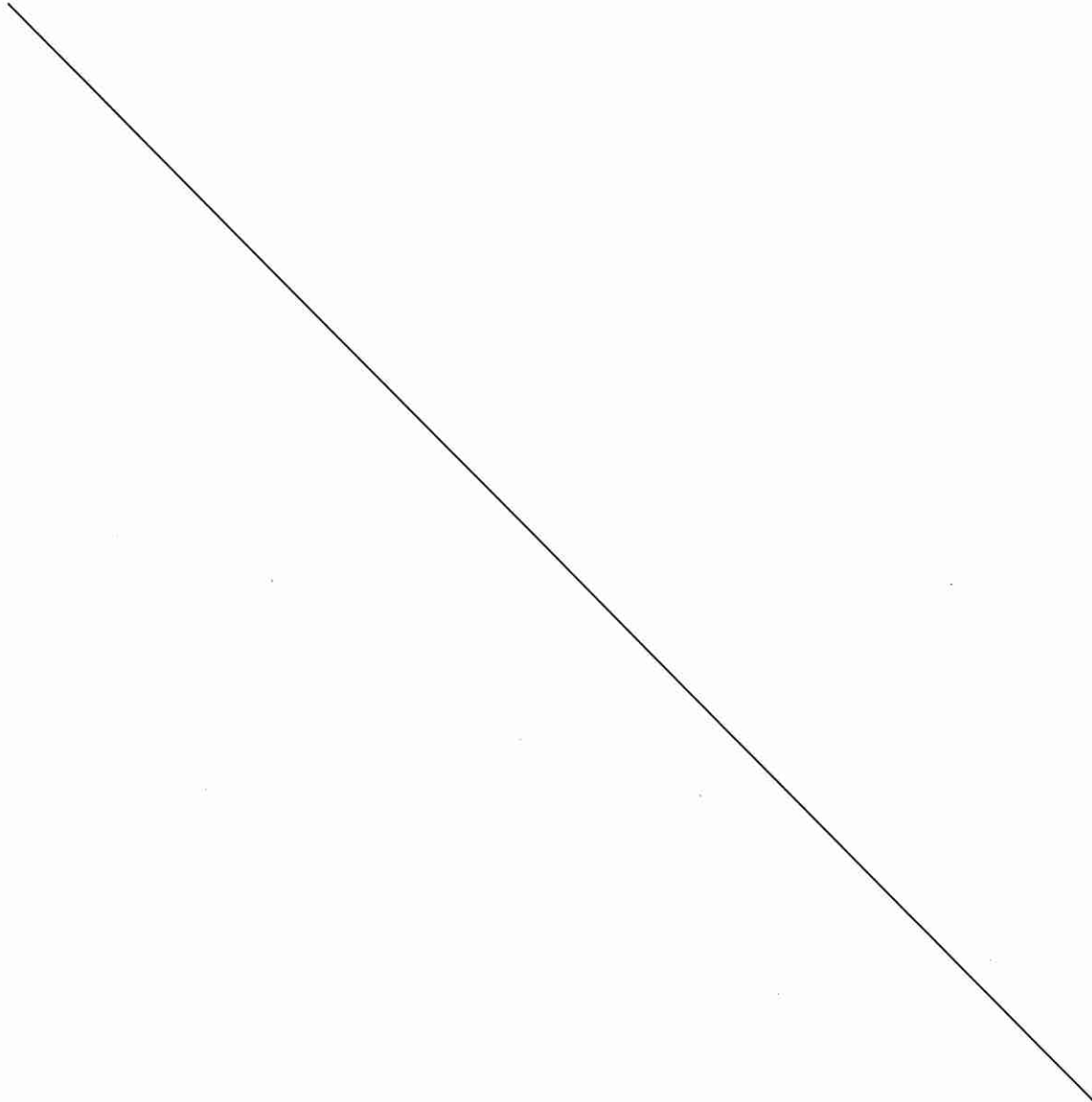
Web Page: www.InspectDirect.com.au

• A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report.

- Building Permit Attached: Yes / No
- Occupancy Permit attached: Yes / No
- Final Inspection Certificate attached: Yes / No
- Electrical or Plumbing Certificates: Yes / No
- Water proofing Certificates: Yes / No
- Copy of reduced Drawings: Yes / No

Important Note:

- This report does not take the place of a building permit, certificate of occupancy, final inspection certificate, or planning permit.
- This report is based on a visual inspection of the owner built works as presented at time of inspection & does not warrant or guarantee the integrity of the works, compliance of the works, structural integrity or compliance of the structure. Testing of the structure / building or parts of as required may not have been exhaustive.
- It is the responsibility of purchaser to check & ensure that all permits are in place.





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

All Conveyancing Solutions Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 719664

NO PROPOSALS. As at the 7th July 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

10A FRESHWATER WAY, SOUTH MORANG 3752
CITY OF WHITTLESEA

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

Date of issue: 7th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77349674 - 77349674211112 '719664'

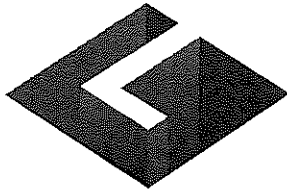
LOTSEARCH REFERENCE
LS087222 ER

REPORT DATE
07 Jul 2025 21:18:06

CLIENT ID
166925606

ADDRESS
10a Freshwater Way, South Morang,
VIC 3752

COUNCIL
Whittlesea City



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 1, PS641396

Environmental Risk - Contaminated Land Search

Disclaimer:

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

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

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

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

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

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

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



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS087222 ER

REPORT DATE
07 Jul 2025 21:18:06

ADDRESS
10a Freshwater Way, South
Morang, VIC 3752

Environmental Risk - Contaminated Land Search



- This report provides information sourced from registers held by state environmental regulators and certain federal government agencies.
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

HOW THIS REPORT HELPS

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



1. Contaminated Land Registers

No Records Identified

State environmental regulators have registers of known or notified contaminated land. These sites are typically those that pose the greatest environmental risk, and will often be actively managed, regulated or remediated.

WHAT NEXT?

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

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



2. Regulated Activities

No Records Identified

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



3. Contamination Investigations

No Records Identified

Government departments may undertake or enforce investigations into specific or suspected contamination issues. For example, investigation or management programs may be undertaken at airports or defence sites suspected of PFAS contamination. Further information on PFAS can be accessed [here](#).



4. Other Contamination Issues

No Records Identified

Government registers can identify other contamination issues. These registers can include but are not limited to pollution, penalty or clean up notices, and records that indicate restrictions on the use of groundwater.

✉ support@lotsearch.com.au

☎ +61 (02) 8287 0680

🌐 lotsearch.com.au



Site Map

10a Freshwater Way, South Morang, VIC 3752

LOTSEARCH REFERENCE




LS087222 ER

REPORT DATE

07 Jul 2025



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

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





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REPORT DATE
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ADDRESS
10a Freshwater Way, South
Morang, VIC 3752

Search Results

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

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

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

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

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

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



LOTSEARCH
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REPORT DATE
07 Jul 2025 21:18:06

Data Sources

ADDRESS
10a Freshwater Way, South
Morang, VIC 3752

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

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	03/07/2025
EPA Site Management Orders	Environment Protection Authority Victoria	27/06/2025
EPA Register of Permissions	Environment Protection Authority Victoria	07/05/2025
Legacy EPA Licensed Activities	Environment Protection Authority Victoria	19/07/2022
Legacy EPA Works Approvals	Environment Protection Authority Victoria	13/12/2022
Legacy EPA Prescribed Industrial Waste	Environment Protection Authority Victoria	12/08/2020
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	06/06/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	27/06/2025
Planning Scheme Overlay - Environmental Audits	VIC Department of Energy, Environment and Climate Action	23/06/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	02/07/2025
Defence 3 Year Regional Contamination Investigation Program	Australian Department of Defence	11/06/2025
Airservices Australia National PFAS Management Program	Airservices Australia	11/06/2025
Defence PFAS Investigation & Management Program - Investigation Sites	Australian Department of Defence	11/06/2025
Defence PFAS Investigation & Management Program - Management Sites	Australian Department of Defence	11/06/2025
Former EPA Priority Sites & other Remedial Notices	Environment Protection Authority Victoria	25/10/2024
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	23/06/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	20/05/2025

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Whittlesea City
http://www.whittlesea.vic.gov.au
info@whittlesea.vic.gov.au
(03) 9217 2170

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Australian Government
Australian Taxation Office



MS THI M VO
C/- NICOLE FARNELL
SUITE 110
95 HAZEL GLEN DRIVE
DOREEN VIC 3754

Our reference: 7157247868995
Phone: 13 28 66

14 March 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello THI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411051361671
Vendor name	THI MY TIEN VO
Clearance Certificate Period	24 February 2025 to 16 March 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)