



TIM ERIC SUMNER AND BROOKE MAVIS BAILEY

CONTRACT OF SALE

PROPERTY: 8 FLINT CLOSE, DOREEN VIC 3754

Denways Legal & Conveyancing
ABN: 12 654 161 074
office@denwayslegal.com.au
Ref: LA:25-2941

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

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 names(s) of person(s) signing:

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Tim Eric Sumner and Brooke Mavis Bailey

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea -
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: kristinparker@stonerealestate.com.au
Tel: 97162000 Mob: 0425210602 Fax: Ref: Kristin Parker

Vendor

Name: Tim Eric Sumner and Brooke Mavis Bailey
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Denways Legal & Conveyancing
Email: office@denwayslegal.com.au
Tel: 03 9100 1777 Mob: Fax: Ref: 25-2941

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11851 Folio 921	5	PS 734613W

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 8 Flint Close, Doreen VIC 3754

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, all gas and electrical appliances, electrical light fittings as inspected.

Payment

Price \$ _____

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Vendor GST Withholding Notice

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

Date: 8 July 2025

From: Tim Eric Sumner and Brooke Mavis Bailey, 8 Flint Close, Doreen VIC 3754

Property Address: 8 Flint Close, Doreen VIC 3754

Lot: 5 Plan of subdivision: 734613W

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

Dated: 8 July 2025

Signed for an on behalf of the Vendor: *Denways Legal*

SPECIAL CONDITIONS

1. AMENDMENTS TO GENERAL CONDITIONS

- a) General Conditions 12, 31.4, 31.5 and 31.6 are hereby deleted.
- b) This is an essential term.

2. PURCHASER'S ACKNOWLEDGEMENTS

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation, or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall neither make any requisition or objection, nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges they have inspected the property hereby sold and, save as is otherwise expressly provided, that they are purchasing the property in its present condition and state of repair. The Purchaser further acknowledges that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations, or improvements to the property sold.

The Purchaser acknowledges that there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induce the Purchaser to enter into this Contract.

The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representations or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof.

The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent unless they are made conditions of this Contract.

This Special Condition 2 is an essential term and condition.

3. AMENDMENTS TO CONTRACT POST-EXCHANGE

The Purchaser acknowledges that any amendments to the Contract conditions made after the Contract is executed must be in writing by way of a Deed of Variation. Any agreement to vary conditions of the contract shall not be binding if it is not made in accordance with this Special Condition.

4. PLANNING

The Purchaser buys the Property subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, the Planning and Environment Act 1987, the Building Act 1993, the Heritage Act 1995, the Local Government Act 1989, and any other Town Planning Schemes or Acts and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of Property.

5. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale thereof.

6. GUARANTEE

If the Purchaser shall be or include a Proprietary Company, the company will forthwith upon execution of the Contract have the Guarantee annexed to this Contract and marked "Annexure A" executed by each of its Directors.

7. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants to the Vendor that the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) and is not examinable by the FIRB and that no approval of the purchase by the FIRB is required.

8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

- a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- c) The Purchasers fully indemnify the Vendor, the Vendor's agent, and the Vendor's legal practitioner and/or conveyancer against any claim 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.
- d) This Special Condition 8 is an essential term and condition, and will not merge on completion.

9. SECTION 27 EARLY RELEASE OF DEPOSIT STATEMENT

The Purchaser acknowledges and agrees that:

- a) The 28 day time limit prescribed by Section 27 of the *Sale of Land Act 1962* commences on the day which the Section 27 Statement is served by the Vendor's representative to the Purchaser or the Purchaser's representative.
- b) In the event that the Title is encumbered by a Mortgage or Caveat, any mortgagee or caveator 'Section 27 Letter' may be provided at any time during the time limit prescribed by Section 27 of the *Sale of Land Act 1962*.

10. ACCEPTANCE OF TITLE

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.

11. SWIMMING POOLS & SPAS

- a) In the event that a swimming pool, spa, or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at the purchaser's expense to comply with the provisions of the Building Act 1993, the Building Regulations 1994, in particular Regulation 5.13, and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.
- b) The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water from the day of sale. The purchaser acknowledges that they will also be responsible to arrange any necessary inspection and lodgement of the certificate of pool barrier compliance with council at the purchaser's expense when due.

12. SETTLEMENT REBOOKING FEE

- a) Without limiting Special Condition 13, the Purchaser agrees to pay the Vendor's Solicitor's costs of \$220.00 should settlement be cancelled on the appointed settlement date and require re-scheduling for another date ('Re-Scheduled Settlement Date'). The Settlement Rebooking Fee is to be allowed on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.
- b) For the purposes of Special Condition 12(a), a seeking of extension to settlement date shall constitute a cancellation of settlement on the appointed settlement date, and therefore require a Re-Scheduled Settlement Date.
- c) If the Purchaser or the Purchaser's Legal Representative does not nominate another date to re-schedule Settlement, the Vendor's Solicitors will nominate a date to serve as the Re-Scheduled Settlement Date.
- d) For the purpose of Special Condition 12(c), should settlement be cancelled on the Re-Scheduled Settlement Date and require another re-scheduling for another date, the Purchaser agrees to pay another Settlement Rebooking Fee of \$220.00 to be allowed, in addition to all prior Settlement Rebooking Fees, on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.
- e) This Special Condition 12 is an essential term and condition.

13. DEFAULT NOTICE

- a) For the purposes of General Condition 34 and 35, reasonable costs incurred shall include, but is not limited to, legal fees that are payable, and these fees, not including Settlement Re-Booking Fees, shall be \$990.00.
- b) This Special Condition 13 is an essential term and condition.

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 purchase'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 Pty 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly or indirectly 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.
- (f) 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.
- (g) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (h) 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
- (i) 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
- (j) 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.
- (k) 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 condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
 - (i) the purchaser intends to use predominately 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 be described by a 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 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. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 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
 - (b) there are no debts secured against the property; or
 - (i) 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
 - (c) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (d) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

- (d) payments 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 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 purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

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

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment 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 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 in General Condition 24.6 if:

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

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14- 255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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 premise 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 the electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

25.11 decide if an amount is required to be paid or the quantum of it, or

- (a) 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.

25.12 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.

25.13 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's 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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

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

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

28. NOTICES

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

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

34.3 specify the particulars of the default; and

- (a) 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-
- (b) the default is remedied; and
- (c) 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:
- (d) retain the property and sue for damages for breach of contract; or
- (e) 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
- (f) 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
- (g) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, of

and..... of

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

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

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

this day of 2025

SIGNED by the said)

Print Name:)

.....
Director (Sign)

in the presence of:)

Witness:)



TIM ERIC SUMNER AND BROOKE MAVIS BAILEY

SECTION 32 VENDORS STATEMENT

Property: 8 Flint Close, Doreen VIC

Denways Legal & Conveyancing
ABN: 12 654 161 074
luke@denwayslegal.com.au
Ref: LA:25-2941



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	8 FLINT CLOSE, DOREEN VIC 3754
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Vendor's name	Tim Eric Sumner	Date
Vendor's signature		10/07/2025
Vendor's name	Brooke Mavis Bailey	Date
Vendor's signature		10/07/2025

Purchaser's name		Date
Purchaser's signature		/ /
Purchaser's name		Date
Purchaser's signature		/ /

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$3,800.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due Diligence Checklist
Register Search Statement
Copy of Plan
Covenant - PS734613W
Instrument - AJ954765T
Instrument - AL253647R
Instrument - AL332093V
Rates Notice
Water Information Statement
State Revenue Office Land Tax Certificate
Property Planning Report

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.

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

Page 1 of 2

VOLUME 11851 FOLIO 921

Security no : 124125949752Y
Produced 04/07/2025 04:10 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 734613W.
PARENT TITLE Volume 11453 Folio 986
Created by instrument PS734613W 06/02/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TIM ERIC SUMNER
BROOKE MAVIS BAILEY both of 8 FLINT CLOSE DOREEN VIC 3754
AV140360G 15/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV140361E 15/12/2021
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS734613W 06/02/2017

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
AJ954765T 08/10/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AL253647R 25/07/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AL332093V 02/09/2014

DIAGRAM LOCATION

SEE PS734613W 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: 8 FLINT CLOSE DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

Title 11851/921

Page 1 of 2

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

Page 2 of 2

Effective from 15/12/2021

DOCUMENT END



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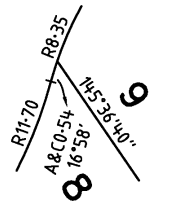
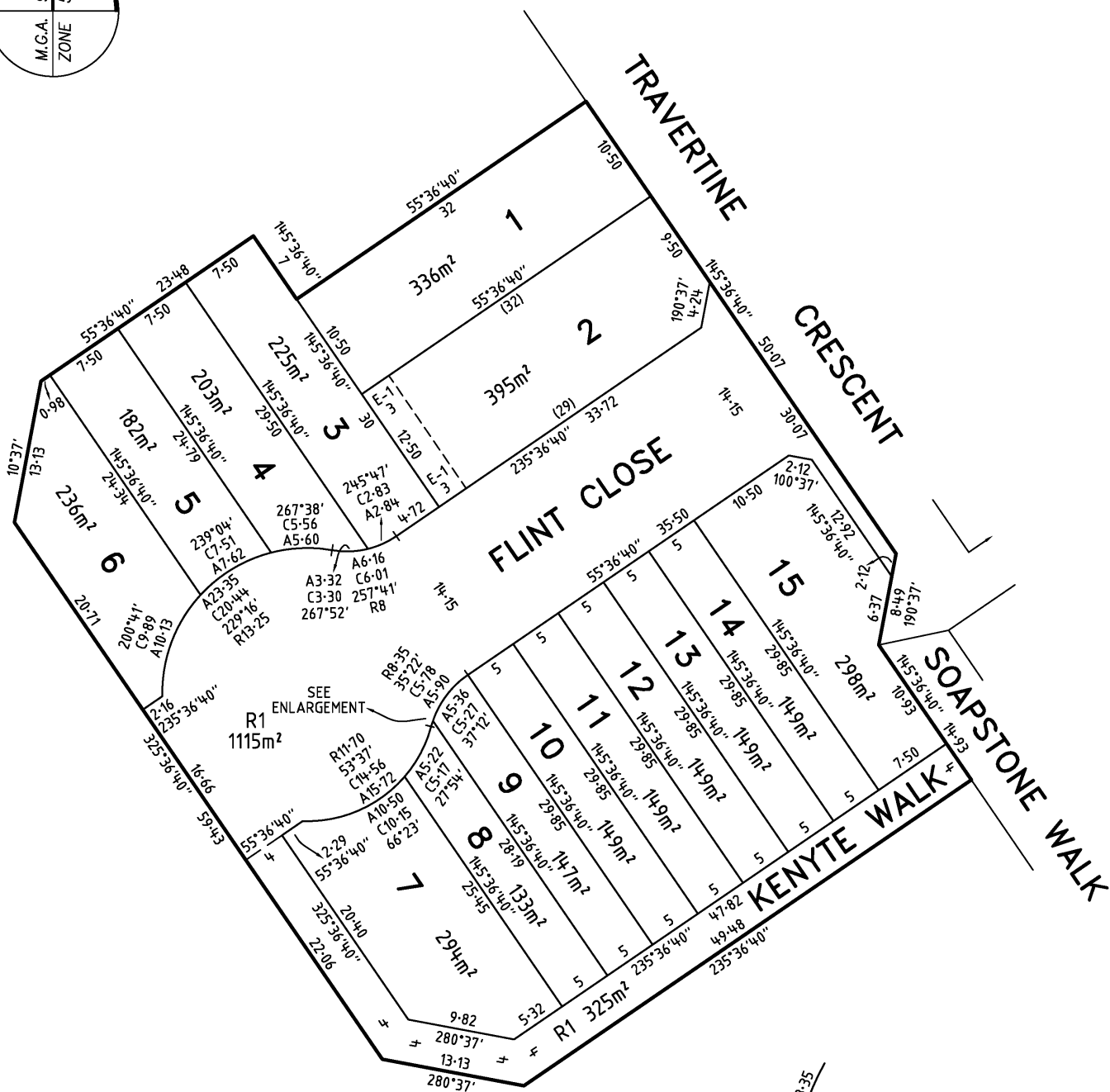
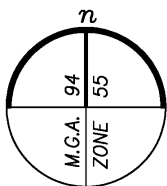
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PLAN OF SUBDIVISION

Plan Number
PS 734613W

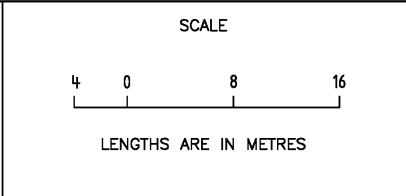


RIVERSTONE AT PLENTY RIVER – 12C

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL
SCALE
SCALE SHEET SIZE
1:400 A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY
SIGNATURE DIGITALLY SIGNED DATE / /
REF 29931123 15/07/16 VERSION C
DWG 2993112BC

Sheet 2

PLAN OF SUBDIVISION

Plan Number
PS 734613W

CREATION OF RESTRICTION No.1

The following Restriction is to be created upon Registration of this plan:

For the purposes of this Restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

Land to benefit: Lots 1 to 15 (all inclusive) on this plan.

Land to be burdened: Lots 1 to 15 (all inclusive) on this plan.

Description of Restriction

The registered proprietor or proprietors for the time being of the lots to which any of the following restrictions applies shall not:

1. Construct or permit to be constructed more than one dwelling on any burdened lot.
2. Commence construction of a dwelling on any lot on the plan of subdivision without first having the building plans approved by the Riverstone Design Committee as set out in detail in the Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
3. Commence construction/demolition or any extension to a building that has been constructed on any lot on the plan of subdivision without first having the alteration plans approved by the National Asset Pty. Ltd. Design Committee and/or the Responsible Authority.

Note:

- 1) The restrictions specified in paragraphs 1 to 3 (inclusive) shall expire on the 31st December 2018.
- 2) The provisions of the Whittlesea Planning Scheme, the Plenty River Design Guidelines and Rescode apply to all lots on this plan.

CREATION OF RESTRICTION No.2

The following Restriction is to be created upon Registration of this plan:

TABLE OF LAND BURDENED AND LAND BENEFITTED:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1	2, 3
2	1, 3
3	1, 2, 4
4	3, 5
5	4, 6
6	5
7	8
8	7, 9
9	8, 10
10	9, 11
11	10, 12
12	11, 13
13	12, 14
14	13, 15
15	14

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of memorandum of common provisions registered in dealing no. AA3012 which memorandum of common provisions is incorporated into and by this plan.

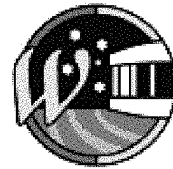
RIVERSTONE AT PLENTY RIVER – 12C

Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL		SCALE		Sheet 3	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DIGITALLY SIGNED DATE / / REF 29931123 15/07/16 VERSION C DWG 2993112BC	
	A3				

**Plan of Subdivision PS734613W
Certifying a New Version of an Existing Plan
(Form 11)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S065155T
Plan Number: PS734613W
Responsible Authority Name: Whittlesea City Council
Responsible Authority Permit Ref. No.: 712895
Responsible Authority Certification Ref. No.: 608874
Surveyor's Plan Version: C

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 07/05/2015

Public Open Space

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

- Has been made and the requirement has not been satisfied at Certification
- Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 23/12/2016)

Digitally signed by Council Delegate: Courtney Turner
Organisation: Whittlesea City Council
Date: 26/07/2016



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08/10/2012 \$110.30 173


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: TGM:KZK:5865847
Customer Code: 1167E

The Responsible 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.

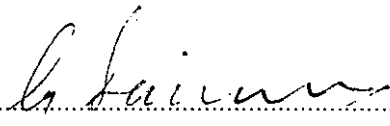
Land: Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876, Volume 11359 Folio 877

Responsible Authority: Whittlesea City Council of Civic Centre, 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

Date: 19.09.12

Signature for Responsible Authority: 

Name of officer: GEORGE SARIKAS

Position held: MANAGER STRATEGIC PLANNING & DESIGN



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 19/9/2012

Agreement under Section 173 of the Planning and Environment Act 1987



Subject Land: Plenty River Estate, Precinct 2B Mernda Strategy Plan Area

Purpose: Recognition of credits for land and works in lieu of development contributions

City of Whittlesea
and

National Asset Pty Ltd ACN 118 296 209

Interstate office
Sydney
Affiliated offices
Adelaide, Auckland, Beijing, Brisbane,
Colombo, Dubai, Hong Kong, Jakarta,
Kuala Lumpur, Manila, Mumbai,
New Delhi, Perth, Singapore, Tianjin

AJ954765T

08/10/2012 \$110.30 173



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Agreement under Section 173 of the Planning and Environment Act 1987

DATED 19/9/2012

AJ954765T



Parties

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

Name	National Asset Pty Ltd ACN 118 296 209
Address	18 Bowman Street, South Perth, Western Australia
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council is also the Collecting Agency under the Development Contributions Plan which applies to the Subject Land.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Subject Land is within an area that is being developed for urban purposes.
- E. The Owner has or is scheduled to carry out certain works or provide certain land which is funded by the Development Contributions Plan. The Owner is entitled to be recognised by way of a credit in respect of these works or land that has, or is, to be provided.
- F. Council and the Owner have agreed on the manner in which the Owner will be paid what is and will become owing to the Owner over the course of the remainder of the development of the Subject Land.
- G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- H. The parties enter into this Agreement to:
 - record their agreement on the manner in which the Owner is to be credited for works or land carried out or provided in accordance with the Development Contributions Plan; and
 - 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

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.

Development Contributions Plan means the *Mernda Strategy Plan Development Contributions Plan* as incorporated in the Planning Scheme.

Instalment Schedule means the Instalment Schedule annexed to this Agreement and marked with the letter "B" for identification.

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.

Subdivision Concept Plans means the two spatial layout plans annexed to this Agreement and marked with the letter "C" for identification.

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 the Subject Land and includes any Mortgagee-in-possession.

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.

Schedule of Payments and Credits means the Schedule of Payments and Credits annexed to this Agreement and marked with the letter "A" for identification.

Subject Land means the land at 760 & 790 Bridge Inn Road being the whole of the parcel of land described in Certificates of Title Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876 and Volume 11359 Folio 877 and any reference to the Subject Land in this Agreement includes any and each lot created by the subdivision of the Subject Land or any part of it.



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 the Owner comprises more than one party, then 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. OBLIGATIONS OF THE OWNER

3.1 Specific obligations

The Owner covenants and agrees that:

Agreement to carry out Infrastructure Project

- 3.1.1 the Schedule of Payments and Credits is an accurate record of:
 - 3.1.1.1 contributions that have been made by the Owner to Council
 - 3.1.1.2 contributions that are due to be made by the Owner to Council
- 3.1.2 Council will satisfy its obligations to make payments to the Owner in respect of the Owner's entitlements under the Development Contribution Plan by making the payments in accordance with the Instalment Schedule; and
- 3.1.3 upon the Council making the payments in accordance with the Instalment Schedule, the Owner releases Council from any liability and

responsibility for any further payments or credits arising from, or referable to the Development Contributions Plan. Without limiting the generality of this provision, this includes all payments in respect of works carried out on behalf of Council, any land transferred to Council in accordance with the Development Contribution Plan and the provision of any land for open space purposes transferred to Council.

Transfer of Open Space Land to Council

3.1.4 where the Owner is required to transfer land to Council to satisfy its public open space contribution pursuant to the Planning Scheme, other than with the consent of Council the land to be transferred to or vested in Council must accord with the reserves depicted in the Subdivision Concept Plans.

4. OBLIGATIONS OF COUNCIL

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4.1 Credit and other matters

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Council agrees that:

- 4.1.1 the Schedule of Payments and Credits is an accurate record of:
 - 4.1.1.1 contributions that have been made by the Owner to Council
 - 4.1.1.2 contributions that are due to be made by the Owner to Council
- 4.1.2 it will pay to the Owner the payments specified in the Instalment Schedule at the time or milestone set out in the Instalment Schedule.
- 4.1.3 if Council fails to make a payment set out in the Instalment Schedule at the time or by the milestone specified in the Instalment Schedule the amount outstanding will accrue interest in the amount prescribed from the day the amount is due at the rate prescribed under section 227A of the *Local Government Act 1989* until it is paid.

5. AGREED LAND VALUE

- 5.1 Council and the Owner acknowledge and agree that
 - 5.1.1 the land values established in accordance with the Development Contributions Plan and upon which the Schedules to this Agreement are calculated and prepared replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of land; and
 - 5.1.2 upon any payment being made to the Owner in accordance with this Agreement no other compensation or amount is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of any land which the Owner has or may provide to Council in satisfaction of or pursuant to this Agreement.



6. ADJUSTMENT, INDEXATION AND RECONCILIATION

6.1 Council and the Owner acknowledge and agree that the amounts set out in

6.1.1 the Schedule of Payments and Credits, and

6.1.2 the Instalment Schedule

are to be adjusted annually during the operation of this Agreement immediately following the adjustment or indexation of the Development Contributions Plan in accordance with the adjustment and indexation provisions of the Development Contributions Plan. As soon as reasonably practicable following the adjustment or indexation of the Development Contributions Plan, Council will provide the Owner with a certified copy of the adjusted Schedule of Payments and Credits and the adjusted Instalment Schedule and apart from any arithmetic errors contained in those said schedules, the adjusted schedules will deem to form the relevant schedules for the purpose of this Agreement.

6.2 Council and the Owner acknowledge and agree that prior to the issue of the final statement of compliance under the *Subdivision Act 1988* for the Subject Land Council will undertake a reconciliation of the obligations and payments made by each of the parties, prepare a reconciliation statement and provide the reconciliation statement to the Owner. Council and the Owner must use their best endeavours to resolve any differences in the reconciliation statement. Upon the parties reaching agreement on the reconciliation statement, the parties agree that either one of them as the case may be will make the reconciliation payment to the other party within 60 days of the parties agreeing on the reconciliation statement. If the parties are unable to agree on the reconciliation statement, the reconciliation statement and all relevant information shall be submitted to a person jointly appointed by the parties being a recognised expert in preparation of development contribution plans and the determination of that expert shall be final and binding on the parties. The parties shall share equally the costs of the expert. The expert may conduct his or her assessment in any way he or she things appropriate.

7. FURTHER OBLIGATIONS OF THE PARTIES

7.1 Notice and Registration

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

7.2 Further actions

The Owner covenants and agrees that:

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

7.2.2 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.

8. 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.

9. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from 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.

10. 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:

- 10.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 10.2 execute a deed agreeing to be bound by the terms of this Agreement.

11. GENERAL MATTERS

11.1 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:

- 11.1.1 by delivering it personally to that party;
- 11.1.2 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
- 11.1.3 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.

11.2 Service of Notice

A notice or other communication is deemed served:

- 11.2.1 if delivered, on the next following business day;
- 11.2.2 if posted, on the expiration of 7 business days after the date of posting; or



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

11.3 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.

11.4 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.

11.5 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.

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12. GST

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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14. ENDING OF AGREEMENT

- 14.1 This Agreement ends when the Owner has complied with all of its obligations under this Agreement.
- 14.2 If the Owner asks Council to remove the registration of this Agreement as against any part of the Subject Land, Council may consent to that removal provided it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 14.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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]
.....

Delegate

Executed by ~~The Common Seal of National Asset Pty Ltd ACN 118 296 209~~ was ~~affixed in the presence of authorised persons:~~ *in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company.*

[Handwritten signature]
.....

Director

DANIEL PHILIP GORDON
.....

Full name

13 BELLEVUE TCE, SULLIVANS CREEK
.....

Usual address

[Handwritten signature]
.....
Director (or Company Secretary)

ROSSMORE JAMES CARMICHAEL
.....

Full name

52 BRANTINGHO, WEMBLEY DOWNS, W.A.
.....

Usual address



Mortgagee's Consent

National Australia Bank Limited as Mortgagee under Instruments of mortgage No's AH905397R and AJ589365U and any other mortgage held by the said Mortgagee affecting the Subject Land consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by NATIONAL AUSTRALIA BANK LIMITED
by being signed by its Attorney
CHRISTOPHER JAMES GALE
who holds the position of Level 3 Attorney
under Power of Attorney No K117403
in the presence of
Signature: *[Handwritten signature]*
Name: *KYLIE ALLAN*
Address: *C/NAB 100 ST GEORGE TCE, PERTH*
Office Held: *MANAGER*

NATIONAL AUSTRALIA BANK LIMITED
By its Attorney

Annexure "A"
Schedule of Payments and Credits

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ANNEXURE "A" SCHEDULE OF PAYMENTS AND CREDITS									
CHARGES	Developable Heretates	Roads	Public Transport	Unencumbered open Space	Community and Indoor Recreation Facilities	Outdoor Active Recreation	Community Development	Off-Road Pedestrian & Cycle trails	TOTAL
Stage 1 (2008 rates)	8.07	\$161,346.13	\$10,434.88	\$419,490.52	\$92,965.44	\$25,998.51	\$0.00	\$7,463.39	\$726,706.86
Stage 2 (2009 rates)	3.845	\$71,106.81	\$4,423.61	\$177,835.92	\$40,401.11	\$15,506.36	\$0.00	\$3,311.04	\$312,584.85
Stage 3 (2010 rates)	3.456	\$66,263.16	\$4,890.57	\$196,608.36	\$38,782.40	\$13,937.58	\$0.00	\$2,976.06	\$323,458.13
Stage 4 (2010 rates)	6.094	\$116,842.51	\$8,623.58	\$346,681.52	\$68,385.40	\$24,576.28	\$0.00	\$5,247.72	\$570,357.02
Stage 5 (2010 rates)	4.011	\$76,904.28	\$5,675.94	\$228,181.75	\$45,010.48	\$16,175.82	\$0.00	\$3,453.99	\$375,402.36
Stage 6 (2010 rates)	5.058	\$96,878.90	\$7,157.55	\$287,744.53	\$56,759.66	\$20,398.23	\$0.00	\$4,355.59	\$473,394.45
MD Site (2011 rates)	5.372	\$109,105.58	\$8,652.47	\$347,842.65	\$64,769.69	\$22,939.52	\$0.00	\$4,724.19	\$558,034.11
Sub-Total for Property 1 (Vantage Point DP)	36.906	\$698,547.48	\$49,858.60	\$2,004,893.24	\$406,074.19	\$149,532.30	\$0.00	\$18,531.98	\$3,339,937.79
Stage 7 (2011 rates)	6.635	\$134,757.18	\$10,686.73	\$429,623.23	\$79,997.56	\$28,332.79	\$0.00	\$5,834.89	\$689,732.37
Stage 8 (2011 rates)	8.405	\$191,016.01	\$15,148.26	\$608,983.64	\$113,395.19	\$40,161.25	\$0.00	\$8,270.85	\$976,975.20
Stage 9 (draft 2011 rates - subject to change)	2.754	\$55,933.88	\$4,435.76	\$178,324.40	\$33,204.72	\$11,760.14	\$0.00	\$2,421.90	\$286,090.78
Stage 10 (draft 2011 rates - subject to change)	4.561	\$92,634.13	\$7,346.22	\$295,329.55	\$54,991.54	\$19,476.39	\$0.00	\$4,010.89	\$473,788.83
Stage 11 (draft 2011 rates - subject to change)	0.597	\$12,125.10	\$961.56	\$38,656.38	\$7,197.97	\$2,549.31	\$0.00	\$525.01	\$62,015.33
Stage 12 (draft 2011 rates - subject to change)	11.9815	\$243,344.86	\$19,298.13	\$775,814.72	\$144,459.80	\$51,163.42	\$0.00	\$10,536.65	\$1,244,617.59
Stage 13 (draft 2011 rates - subject to change)	3.284	\$66,698.20	\$5,289.41	\$212,642.45	\$39,594.88	\$14,023.34	\$0.00	\$2,887.98	\$341,136.26
Stage 14 (draft 2011 rates - subject to change)	4.042	\$82,093.22	\$6,510.29	\$261,723.75	\$48,734.01	\$17,260.16	\$0.00	\$3,554.58	\$419,876.00
Stage 15 (draft 2011 rates - subject to change)	4.768	\$96,838.31	\$7,679.63	\$308,733.01	\$57,487.32	\$20,360.32	\$0.00	\$4,193.03	\$495,291.63
Stage 16 (draft 2011 rates - subject to change)	1.968	\$38,970.18	\$3,169.78	\$127,430.07	\$23,727.99	\$8,403.76	\$0.00	\$1,730.68	\$204,432.45
Stage 17 (draft 2011 rates - subject to change)	2.817	\$57,213.41	\$4,537.23	\$182,403.71	\$33,964.30	\$12,029.16	\$0.00	\$2,477.30	\$292,625.11
Stage 18 (draft 2011 rates - subject to change)	1.817	\$36,903.36	\$2,926.57	\$117,652.66	\$21,907.40	\$7,758.96	\$0.00	\$1,597.89	\$188,746.83
Stage 19 (draft 2011 rates - subject to change)	2.848	\$57,843.02	\$4,587.16	\$184,410.99	\$34,338.06	\$12,161.54	\$0.00	\$2,504.56	\$295,845.34
Stage 20 (draft 2011 rates - subject to change)	2.508	\$50,937.60	\$4,039.54	\$162,395.64	\$30,236.72	\$10,709.67	\$0.00	\$2,205.56	\$260,526.72
Stage 21 (draft 2011 rates - subject to change)	1.769	\$35,928.48	\$2,849.26	\$114,544.61	\$21,328.66	\$7,553.99	\$0.00	\$1,555.68	\$183,760.67
Stage 22 (draft 2011 rates - subject to change)	2.066	\$40,741.95	\$3,230.98	\$129,890.61	\$24,186.15	\$8,566.03	\$0.00	\$1,764.10	\$208,379.83
Stage 23 (draft 2011 rates - subject to change)	4.129	\$83,850.19	\$6,650.42	\$267,357.09	\$49,782.96	\$17,631.66	\$0.00	\$3,631.08	\$428,913.41
Stage 24 (draft 2011 rates - subject to change)	1.393	\$28,291.90	\$2,243.65	\$90,198.21	\$16,795.27	\$5,948.39	\$0.00	\$1,225.02	\$144,702.44
Stage 25 (draft 2011 rates - subject to change)	6.405	\$130,085.87	\$10,316.28	\$414,730.49	\$77,224.47	\$27,350.64	\$0.00	\$5,632.62	\$665,340.37
Sub-Total for Property 2 (Ashley Park DP)	75.6875	\$1,837,216.85	\$123,906.86	\$4,900,843.12	\$912,556.97	\$323,208.91	\$0.00	\$66,560.35	\$7,862,287.16
Sub-Total Charges	312.5935	\$7,235,764.83	\$173,765.46	\$6,905,738.45	\$1,318,631.16	\$472,733.21	\$0.00	\$98,092.33	\$11,202,224.94
CREDITS									
Land for Bridge Inn Road widening (stage 1)	0.5779	\$355,408.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355,408.50
Shared trails in property 1 (as per MSP - to be confirmed) - credited to Stage 4	1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172,280.00	\$172,280.00
Land for open space in Stage 4	1.2858	\$0.00	\$0.00	\$790,767.00	\$0.00	\$0.00	\$0.00	\$0.00	\$790,767.00
Remainder of creditable open space in property 1 (as per MSP) - linked to MD site	2.7871	\$0.00	\$0.00	\$1,950,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950,970.00
Sub-Total for Property 1 (Vantage Point DP)	N/A	\$355,408.50	\$0.00	\$2,741,737.00	\$0.00	\$0.00	\$0.00	\$172,280.00	\$3,269,425.50
Land for Bridge Inn Road widening (stage 7)	0.2391	\$167,370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,370.00
Land for open space in Stage 7	0.2896	\$0.00	\$0.00	\$202,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202,720.00
Land for open space in Stage 8	4.3	\$0.00	\$0.00	\$3,010,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,010,000.00
Remainder of creditable open space in property 2 (as per MSP)	10.8052	\$0.00	\$0.00	\$7,563,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,563,640.00
Land for CAC site (Stage 25)	0.7639	\$0.00	\$0.00	\$534,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$534,730.00
Shared trails in Stage 8	219	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,842.00	\$25,842.00
Shared trails in property 2 (as per MSP - to be confirmed) - credited to Stage 25	636	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,048.00	\$75,048.00
Sub-Total for Property 2 (Ashley Park DP)	N/A	\$167,370.00	\$0.00	\$11,311,090.00	\$0.00	\$0.00	\$0.00	\$100,890.00	\$11,579,350.00
Sub-Total Credits	N/A	\$522,778.50	\$0.00	\$14,052,827.00	\$0.00	\$0.00	\$0.00	\$273,170.00	\$14,848,775.50
Total position across Property 1 (Vantage Point DP)	N/A	\$143,138.98	\$49,858.60	\$737,545.76	\$406,074.19	\$149,532.30	\$0.00	\$140,748.02	\$2,027,512.75
Total position across Property 2 (Ashley Park DP)	N/A	\$1,674,078.87	\$123,906.86	\$6,410,244.78	\$912,556.97	\$323,208.91	\$0.00	\$66,560.35	\$10,430,462.84
Total position across Plenty River Estate		\$1,717,217.85	\$173,765.46	\$7,147,790.55	\$1,318,631.16	\$472,733.21	\$0.00	\$181,308.37	\$12,458,075.59

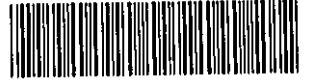
	2008	2009	2010	2011
Land value per ha	\$500,000	\$500,000	\$615,000	\$700,000
Linear rate for shared trails	N/A	N/A	\$118	\$118

Annexure "B"

Instalment Schedule

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ANNEXURE "B" INSTALMENT SCHEDULE

Agreed Payment Plan:	Stage by stage breakdown	Payments made by Satterley to date	Adjustment Amount	Payment Plan	Notes
VANTAGE POINT DEVELOPMENT PLAN LAND					
Stage 1:	\$371,298.36			\$0.00	Levy linked to Stage 5
Stage 2:	\$312,584.85	\$798,115.83		\$0.00	Levy linked to Stage 6
Stage 3:	\$642,600.51			\$0.00	Levy linked to Stage 7
Stage 4:	-\$392,689.98			\$0.00	Levy linked Stage 8
Stage 5:	\$375,402.36	\$763,922.67	-\$17,221.95	\$746,700.72	Paid by Satterley for Stages 1&5. Incorrect charge amount to be rectified in Stage 8.
Stage 6:	\$473,394.45	\$798,115.83	-\$12,136.53	\$785,979.30	Paid by Satterley for Stages 2&6. Incorrect charge amount to be rectified in Stage 8.
MD site (subject to change, for information only):	-\$1,392,935.89			-\$1,392,935.89	Payment by Council to Satterleys on first payment cycle after execution of Section 173 Agreement
ASHLEY PARK DEVELOPMENT PLAN LAND					
Stage 7:	\$319,142.37	\$624,020.69	\$18,579.82	\$642,600.51	Paid by Satterley for Stages 3&7. Incorrect charge amount to be rectified in Stage 8.
Stage 8:	-\$2,058,866.80			-\$2,462,335.44	Payment by Council to Satterleys on first available payment cycle after 1 October 2012
Stage 9:	\$286,080.78			\$0.00	Levy linked to Stage 12
Stage 10:	\$473,788.83			\$0.00	Levy linked to Stage 12
Stage 11:	\$62,015.33			\$0.00	Levy linked to Stage 12
Stage 12:	-\$7,277,559.22			-\$2,032,900.79	Payment by Council to Satterleys on first pay cycle after 1 July 2013 to offset contributions owing for future Stages 9-24.
Stage 13:	\$341,136.26			\$0.00	Levy linked to Stage 12
Stage 14:	\$419,876.00			\$0.00	Levy linked to Stage 12
Stage 15:	\$495,291.63			\$0.00	Levy linked to Stage 12
Stage 16:	\$204,432.45			\$0.00	Levy linked to Stage 12
Stage 17:	\$292,625.11			\$0.00	Levy linked to Stage 12
Stage 18:	\$188,746.83			\$0.00	Levy linked to Stage 12
Stage 19:	\$295,845.34			\$0.00	Levy linked to Stage 12
Stage 20:	\$260,526.72			\$0.00	Levy linked to Stage 12
Stage 21:	\$183,760.67			\$0.00	Levy linked to Stage 12
Stage 22:	\$208,379.83			\$0.00	Levy linked to Stage 12
Stage 23:	\$428,913.41			\$0.00	Levy linked to Stage 12
Stage 24:	\$144,702.44			\$0.00	Levy linked to Stage 12
Stage 25:	\$55,562.37			\$55,562.37	Payment by Satterley plus final reconciliation of figures

Annexure "C" Subdivision Concept Plans

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BRIDGE INN ROAD

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LEGEND

- 2.5m Shaded Path
- X Trees to be removed

LOT MIX TABLE

Stage 1

TOTAL NUMBER OF LOTS:	108	AVERAGE:	468.00m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	541.00m ²	27.4%
LOTS 400m ² TO 499m ² :	26	AVERAGE:	432.00m ²	34%
LOTS 500m ² TO 599m ² :	31	AVERAGE:	427.00m ²	28.7%
LOTS 600m ² TO 699m ² :	4	AVERAGE:	613.00m ²	7.5%
LOTS 700m ² AND GREATER:	2	AVERAGE:	766.00m ²	1.9%

LOT MIX TABLE

Stage 2

TOTAL NUMBER OF LOTS:	57	AVERAGE:	435.10m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	506.00m ²	26.1%
LOTS 300m ² TO 399m ² :	25	AVERAGE:	436.00m ²	47.4%
LOTS 400m ² TO 499m ² :	27	AVERAGE:	442.00m ²	10.9%
LOTS 500m ² TO 599m ² :	4	AVERAGE:	627.00m ²	7%
LOTS 600m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%

LOT MIX TABLE

Stage 2A

TOTAL NUMBER OF LOTS:	28	AVERAGE:	516.10m ²	0%
LOTS 200m ² AND LESS:	22	AVERAGE:	332.00m ²	27.8%
LOTS 300m ² TO 399m ² :	6	AVERAGE:	386.00m ²	15.8%
LOTS 400m ² TO 499m ² :	0	AVERAGE:	462.00m ²	21.1%
LOTS 500m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%
LOTS 700m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%

LOT MIX TABLE

Stage 3

TOTAL NUMBER OF LOTS:	81	AVERAGE:	437.00m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	500.00m ²	0%
LOTS 300m ² TO 399m ² :	12	AVERAGE:	368.00m ²	25.9%
LOTS 400m ² TO 499m ² :	28	AVERAGE:	454.00m ²	54.8%
LOTS 500m ² TO 599m ² :	8	AVERAGE:	623.00m ²	13.7%
LOTS 600m ² TO 699m ² :	2	AVERAGE:	668.00m ²	3.9%
LOTS 700m ² AND GREATER:	1	AVERAGE:	600.00m ²	2%

LOT MIX TABLE

Stage 4

TOTAL NUMBER OF LOTS:	67	AVERAGE:	431.20m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	290m ²	1.9%
LOTS 300m ² TO 399m ² :	18	AVERAGE:	352.00m ²	26.1%
LOTS 400m ² TO 499m ² :	37	AVERAGE:	427.00m ²	47.4%
LOTS 500m ² TO 599m ² :	12	AVERAGE:	627.00m ²	21.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE:	620m ²	1.5%
LOTS 700m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%

LOT MIX TABLE

Stage 5

TOTAL NUMBER OF LOTS:	28	AVERAGE:	445.10m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	500.00m ²	0%
LOTS 300m ² TO 399m ² :	3	AVERAGE:	366.00m ²	8.1%
LOTS 400m ² TO 499m ² :	28	AVERAGE:	425.00m ²	68.1%
LOTS 500m ² TO 599m ² :	17	AVERAGE:	615.00m ²	29.8%
LOTS 600m ² TO 699m ² :	0	AVERAGE:	620.00m ²	0%
LOTS 700m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%

LOT MIX TABLE

Stage 6

TOTAL NUMBER OF LOTS:	68	AVERAGE:	484.00m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	500.00m ²	0%
LOTS 300m ² TO 399m ² :	18	AVERAGE:	352.00m ²	7.8%
LOTS 400m ² TO 499m ² :	41	AVERAGE:	436.00m ²	62.1%
LOTS 500m ² TO 599m ² :	19	AVERAGE:	620.00m ²	21.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE:	623.00m ²	6.1%
LOTS 700m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%

LOT MIX TABLE

Stage 7

TOTAL NUMBER OF LOTS:	62	AVERAGE:	433.60m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	328.00m ²	29.3%
LOTS 300m ² TO 399m ² :	22	AVERAGE:	425.00m ²	61.9%
LOTS 400m ² TO 499m ² :	20	AVERAGE:	523.00m ²	18.6%
LOTS 500m ² TO 599m ² :	10	AVERAGE:	623.00m ²	4.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE:	700m ²	1.5%
LOTS 700m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%

LOT MIX TABLE

Stage 8

TOTAL NUMBER OF LOTS:	43	AVERAGE:	424.60m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE:	500.00m ²	0%
LOTS 300m ² TO 399m ² :	22	AVERAGE:	352.00m ²	38.8%
LOTS 400m ² TO 499m ² :	20	AVERAGE:	437.00m ²	48.8%
LOTS 500m ² TO 599m ² :	19	AVERAGE:	621.00m ²	15.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE:	620m ²	1.4%
LOTS 700m ² AND GREATER:	0	AVERAGE:	600.00m ²	0%

LOT MIX TABLE (Total)

TOTAL NUMBER OF LOTS:	546	AVERAGE:	436.60m ²	0%
LOTS 200m ² AND LESS:	23	AVERAGE:	328.00m ²	3.9%
LOTS 300m ² TO 399m ² :	138	AVERAGE:	351.10m ²	22.8%
LOTS 400m ² TO 499m ² :	278	AVERAGE:	427.00m ²	47.9%
LOTS 500m ² TO 599m ² :	120	AVERAGE:	630m ²	20.4%
LOTS 600m ² TO 699m ² :	24	AVERAGE:	628m ²	4.1%
LOTS 700m ² AND GREATER:	4	AVERAGE:	700.00m ²	0.7%

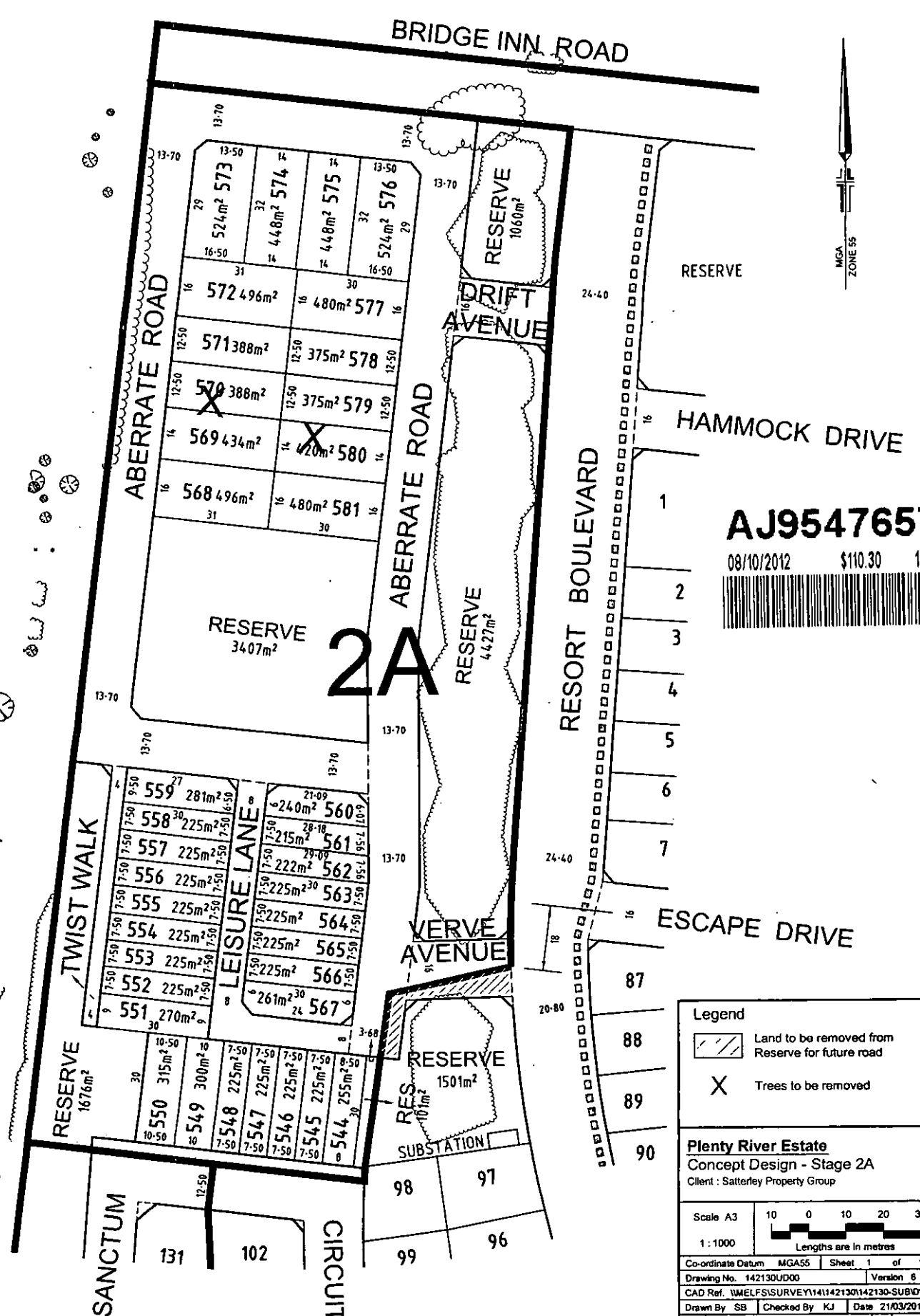
Plenty River Estate
Concept Design
 Client: Satisfactory Property Group

Drawings Date: 11/2009
 Scale: 1:1000
 Drawing No: 1
 Date: 11/2009
 Drawn By: [Name]
 Checked By: [Name]
 Date: [Date]

CPG
 21 West Street
 PO Box 240
 Northcote, Victoria 3070
 T +61 3 9388 3333
 F +61 3 9388 3334
 www.cpg.com.au
 A Subsidiary of Satisfactory Property Group

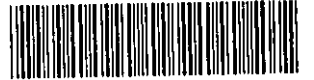


BRIDGE INN ROAD



AJ954765T

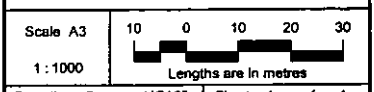
08/10/2012 \$110.30 173



Legend

- Land to be removed from Reserve for future road
- Trees to be removed

Plenty River Estate
 Concept Design - Stage 2A
 Client : Satterley Property Group



Co-ordinate Datum	MGA55	Sheet	1	of	1
Drawing No.	142130UD00	Version	6		
CAD Ref.	\\WELFS\SURVEY\141142130\142130-SUB\DWG				
Drawn By	SB	Checked By	KJ	Date	21/03/2011

REV	AMENDMENT	APPROVED	DATE

CPG
 24 Abert Road
 PO Box 305
 South Melbourne Vic 3205
 T 61 3 9853 7888
 F 61 3 9853 7889
 cpg-global.com

LOT MIX TABLE

TOTAL NUMBER OF LOTS :	38	AVERAGE:	316.1m ²
LOTS 299m ² AND LESS	22	AVERAGE:	232.7m ² 57.9%
LOTS 300m ² TO 399m ²	6	AVERAGE:	356.8m ² 15.8%
LOTS 400m ² TO 499m ²	8	AVERAGE:	462.8m ² 21.1%
LOTS 500m ² AND GREATER	2	AVERAGE:	524m ² 5.3%

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LOT MIX TABLE Stage 9 - Area: 2.75ha

TOTAL NUMBER OF LOTS:	40	AVERAGE: 423.5m ²
LOTS 200m ² AND LESS:	4	AVERAGE: 275.5m ² 10%
LOTS 300m ² TO 399m ² :	4	AVERAGE: 350.5m ² 10%
LOTS 400m ² TO 499m ² :	28	AVERAGE: 438.1m ² 69%
LOTS 500m ² TO 599m ² :	5	AVERAGE: 516.8m ² 12.9%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 612m ² 2.5%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 10 - Area: 4.69ha

TOTAL NUMBER OF LOTS:	98	AVERAGE: 427.8m ²
LOTS 200m ² AND LESS:	7	AVERAGE: 288.1m ² 10.3%
LOTS 300m ² TO 399m ² :	18	AVERAGE: 351.3m ² 22.1%
LOTS 400m ² TO 499m ² :	31	AVERAGE: 436.8m ² 45.8%
LOTS 500m ² TO 599m ² :	12	AVERAGE: 529.5m ² 17.8%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 613m ² 1.5%
LOTS 700m ² AND GREATER:	2	AVERAGE: 722m ² 2.9%

LOT MIX TABLE Stage 11 - Area: 0.85ha

TOTAL NUMBER OF LOTS:	11	AVERAGE: 478.3m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	3	AVERAGE: 373.7m ² 27.3%
LOTS 400m ² TO 499m ² :	8	AVERAGE: 436m ² 54.0%
LOTS 500m ² TO 599m ² :	0	AVERAGE: 0m ² 0%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 624m ² 6.1%
LOTS 700m ² AND GREATER:	1	AVERAGE: 782m ² 9.1%

LOT MIX TABLE Stage 12 - Area: 20.4ha

TOTAL NUMBER OF LOTS:	80	AVERAGE: 362.5m ²
LOTS 200m ² AND LESS:	7	AVERAGE: 292.1m ² 11.7%
LOTS 300m ² TO 399m ² :	29	AVERAGE: 338.5m ² 48.3%
LOTS 400m ² TO 499m ² :	28	AVERAGE: 429.5m ² 38.2%
LOTS 500m ² TO 599m ² :	0	AVERAGE: 0m ² 0%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	1	AVERAGE: 720m ² 1.7%

LOT MIX TABLE Stage 13 - Area: 3.28ha

TOTAL NUMBER OF LOTS:	26	AVERAGE: 423.5m ²
LOTS 200m ² AND LESS:	4	AVERAGE: 274.3m ² 15.4%
LOTS 300m ² TO 399m ² :	7	AVERAGE: 345.2m ² 18.4%
LOTS 400m ² TO 499m ² :	21	AVERAGE: 438.2m ² 55.3%
LOTS 500m ² TO 599m ² :	5	AVERAGE: 519.8m ² 15.7%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	1	AVERAGE: 787m ² 2.9%

LOT MIX TABLE Stage 14 - Area: 4.00ha

TOTAL NUMBER OF LOTS:	33	AVERAGE: 368.8m ²
LOTS 200m ² AND LESS:	11	AVERAGE: 285.4m ² 29.8%
LOTS 300m ² TO 399m ² :	17	AVERAGE: 387.6m ² 32.1%
LOTS 400m ² TO 499m ² :	19	AVERAGE: 427.5m ² 38.9%
LOTS 500m ² TO 599m ² :	4	AVERAGE: 522.3m ² 7.9%
LOTS 600m ² TO 699m ² :	2	AVERAGE: 673.3m ² 5.1%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 15 - Area: 4.76ha

TOTAL NUMBER OF LOTS:	41	AVERAGE: 463.3m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	6	AVERAGE: 353.3m ² 18.9%
LOTS 400m ² TO 499m ² :	30	AVERAGE: 442.3m ² 48.9%
LOTS 500m ² TO 599m ² :	10	AVERAGE: 525.1m ² 24.4%
LOTS 600m ² TO 699m ² :	3	AVERAGE: 633.3m ² 7.3%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 16 - Area: 1.08ha

TOTAL NUMBER OF LOTS:	20	AVERAGE: 448.5m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	0	AVERAGE: 0m ² 0%
LOTS 400m ² TO 499m ² :	2	AVERAGE: 400.5m ² 10%
LOTS 500m ² TO 599m ² :	7	AVERAGE: 583.3m ² 30%
LOTS 600m ² TO 699m ² :	8	AVERAGE: 632.3m ² 11%
LOTS 700m ² AND GREATER:	3	AVERAGE: 781.1m ² 40%

LOT MIX TABLE Stage 17 - Area: 2.81ha

TOTAL NUMBER OF LOTS:	37	AVERAGE: 504.5m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	2	AVERAGE: 345.5m ² 6.4%
LOTS 400m ² TO 499m ² :	11	AVERAGE: 458.8m ² 23.7%
LOTS 500m ² TO 599m ² :	21	AVERAGE: 633m ² 58.9%
LOTS 600m ² TO 699m ² :	2	AVERAGE: 620m ² 5.4%
LOTS 700m ² AND GREATER:	1	AVERAGE: 702m ² 2.7%

LOT MIX TABLE Stage 18 - Area: 1.91ha

TOTAL NUMBER OF LOTS:	25	AVERAGE: 473.3m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	5	AVERAGE: 345.5m ² 20%
LOTS 400m ² TO 499m ² :	10	AVERAGE: 448.7m ² 40%
LOTS 500m ² TO 599m ² :	9	AVERAGE: 548.8m ² 36%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	1	AVERAGE: 706m ² 4%

LOT MIX TABLE Stage 19 - Area: 2.94ha

TOTAL NUMBER OF LOTS:	43	AVERAGE: 468.1m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	12	AVERAGE: 348.1m ² 27.9%
LOTS 400m ² TO 499m ² :	22	AVERAGE: 445.3m ² 51.2%
LOTS 500m ² TO 599m ² :	9	AVERAGE: 533.3m ² 17%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	1	AVERAGE: 602m ² 2.5%

LOT MIX TABLE Stage 20 - Area: 2.69ha

TOTAL NUMBER OF LOTS:	33	AVERAGE: 484.8m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	0	AVERAGE: 0m ² 0%
LOTS 400m ² TO 499m ² :	14	AVERAGE: 443.3m ² 40%
LOTS 500m ² TO 599m ² :	18	AVERAGE: 523.7m ² 54.7%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 21 - Area: 1.70ha

TOTAL NUMBER OF LOTS:	24	AVERAGE: 508.5m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	0	AVERAGE: 0m ² 0%
LOTS 400m ² TO 499m ² :	8	AVERAGE: 448.8m ² 33.3%
LOTS 500m ² TO 599m ² :	16	AVERAGE: 628.5m ² 62.3%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 617m ² 4.7%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 22 - Area: 2.80ha

TOTAL NUMBER OF LOTS:	34	AVERAGE: 423.1m ²
LOTS 200m ² AND LESS:	1	AVERAGE: 290m ² 2.9%
LOTS 300m ² TO 399m ² :	11	AVERAGE: 356.4m ² 32.6%
LOTS 400m ² TO 499m ² :	15	AVERAGE: 434.8m ² 41.1%
LOTS 500m ² TO 599m ² :	8	AVERAGE: 518m ² 17.8%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 600m ² 5.9%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 23 - Area: 4.10ha

TOTAL NUMBER OF LOTS:	48	AVERAGE: 497.8m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	2	AVERAGE: 336m ² 4.2%
LOTS 400m ² TO 499m ² :	25	AVERAGE: 441.3m ² 32.1%
LOTS 500m ² TO 599m ² :	14	AVERAGE: 522.3m ² 28.2%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 644m ² 6.9%
LOTS 700m ² AND GREATER:	1	AVERAGE: 750m ² 5.9%

LOT MIX TABLE Stage 24 - Area: 1.30ha

TOTAL NUMBER OF LOTS:	15	AVERAGE: 526.1m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	0	AVERAGE: 0m ² 0%
LOTS 400m ² TO 499m ² :	7	AVERAGE: 481.3m ² 40.7%
LOTS 500m ² TO 599m ² :	3	AVERAGE: 641.3m ² 29.7%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 641.3m ² 29.7%
LOTS 700m ² AND GREATER:	1	AVERAGE: 700m ² 6.7%

LOT MIX TABLE OVERALL LOTS - Total Area 84.17ha

TOTAL NUMBER OF LOTS:	625	AVERAGE: 442.3m ²
LOTS 200m ² AND LESS:	30	AVERAGE: 293.7m ² 9.9%
LOTS 300m ² TO 399m ² :	68	AVERAGE: 356.3m ² 18.7%
LOTS 400m ² TO 499m ² :	281	AVERAGE: 438.8m ² 41.8%
LOTS 500m ² TO 599m ² :	125	AVERAGE: 528.8m ² 21.6%
LOTS 600m ² TO 699m ² :	22	AVERAGE: 637.7m ² 3.1%
LOTS 700m ² AND GREATER:	1	AVERAGE: 808.8m ² 3.4%

Plenty River Estate
 Concept Design - Stages 9 - 25
 Client: Salsbery Property Group

CPG
 488 La Trobe Street
 Melbourne VIC 3008
 T 03 9488 8888
 F 03 9488 8888
 www.cpg.com.au



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AL253647R

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

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.

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:LXE:A01C:5911477
Customer Code: 1167E

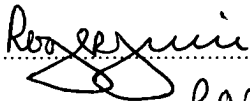
The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: Volume 11453 Folio 986 Volume 11453 Folio 987 Volume 11453 Folio 997
Volume 11454 Folio 024 Volume 11454 Folio 110 Volume 11454 Folio 114 Volume 11454 Folio 117
Volume 11454 Folio 118 Volume 11454 Folio 120. Volume 11454 Folio 121 Volume 11454 Folio 144
Volume 11454 Folio 145 Volume 11454 Folio 149
Volume 11498 Folio 689

Responsible 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 Responsible Authority: 
Name of officer: ROGER SUSIC
Position held: MANAGER GADA
Date: 11/7/2014

AL253647R

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date 16 / 7 / 2014

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: part of 61B Orchard Road, Doreen

Whittlesea City Council
and

National Asset Pty Ltd
ACN 118 296 209

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Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

Parties

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

Name	National Asset Pty Ltd ACN 118 296 209
Address	18 Bowman Street, South Perth, Western Australia
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 17 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Council Boundary Fences mean fences built or constructed on the boundary between the Subject Land and a Reserve.

Current Address means:



Maddocks

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

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.

Fence Repairs includes all repairs and maintenance to Council Boundary Fences except the removal of graffiti.

Lot has the same meaning as in the *Subdivision Act* 1988.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

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

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. 712895, as amended from time to time, issued on 1 July 2011, authorising:

- (a) multi lot subdivision of (Plenty River Estate - Southern Section); and
- (b) removal of native vegetation and construction of a dwelling on each lot (including lots less than 300m²) on,

the Subject Land, in accordance with the Endorsed Plan.

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

Reserve has the same meaning as in the *Subdivision Act* 1988.

Subject Land means part of the land situated at part of 61B Orchard Road, Doreen being all of the land referred to in Schedule 1, and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.



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 all genders;
- 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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.



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5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

The Owner covenants and agrees that, unless damage is caused by Council or its representatives whilst undertaking maintenance works in a Reserve, the Owner of a Lot which abuts a Reserve must carry out all Fence Repairs to Council Boundary Fences:

- 6.1 at the full cost of the Owner; and
- 6.2 to the satisfaction of Council.

7. Owner's further obligations**7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.



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7.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.5 Interest for overdue money

7.5.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.6 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under section 173 of the Act

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 in accordance with section 173 of the Act.

9. Owner's warranties

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.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;



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11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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Schedule 1

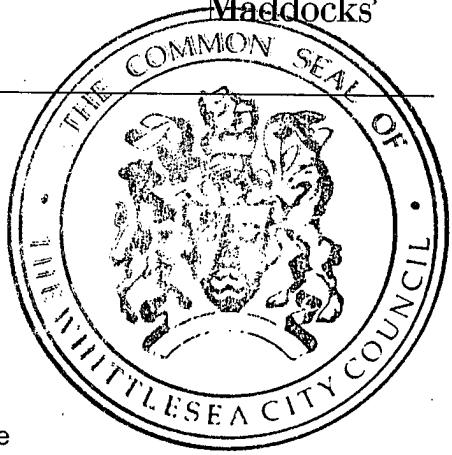
Details of Subject Land

The Subject Land is all of the Land set out in the table below.

Lot and plan details			Certificate of title details
Lot	Plan of subdivision	Volume	Folio
B	702817K	11453	986
C	702817K	11453	987
1210	702817K	11453	997
1237	702817K	11454	024
F	702851K	11454	110
1311	702851K	11454	114
1314	702851K	11454	117
1315	702851K	11454	118
1317	702851K	11454	120
1318	702851K	11454	121
D	702851K	11454	144
G	702851K	11454	145
E	702851K	11454	149
CC	721472L	11498	689



Maddocks'



Signing Page

Signed, sealed and delivered as a deed by the Parties.

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

[Signature]
..... Delegate

Executed by National Asset Pty Ltd ACN)
118 296 209 in accordance with section 127(1))
of the Corporations Act 2001:)
)

[Signature]
.....
Signature of Director
[Signature]
.....
Print full name

[Signature]
.....
Signature of ~~Director~~ (or Company Secretary)
Rossmore James Carmichael
.....
Print full name

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AJ589365U and instrument of mortgage no. AH905397R consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

Executed by NATIONAL AUSTRALIA BANK LIMITED } NATIONAL AUSTRALIA BANK LIMITED
by being signed by its Attorney } By its Attorney
DAVID CHARNG-WAI LEE
who holds the position of Level 3 Attorney under Power of Attorney No K117403 in the presence of:
Signature: *[Signature]*
Name: Elfi Hellemann
Address: Client Support Officer
Office Held: NAB Corporate WA
C1- NAB Corporate WA
UB13.01
100 St Georges Terrace
Perth WA 6000



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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AL332093V

02/09/2014 \$126.50 173



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:LXE:A01C:5911477
Customer Code: 1167E

The Responsible 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.

Land: Part of Certificate of Title Volume 11453 Folios 986 Volume 11453 Folio 987

Volume 11454 Folio 110 Volume 11454 Folio 144 Volume 11454 Folio 145

~~11454~~

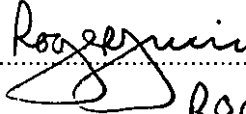
Volume ~~11454~~ Folio 149 more particularly being lots B, C, D, E, F and G on the plans attached.



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

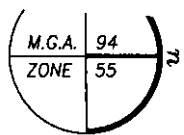
Section and Act under which agreement made: section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Signature for Responsible Authority: 
Name of officer: ROGER SUCIC
Position held: MANAGER GADA
Date: 14/8/2014

AL332093V

02/09/2014 \$126.50 173



Signed by Council: Whittlesea City Council, Council Ref: 607898, Original Certification: 20/12/2012, Recertification: 22/08/2013, S.

RIVERSTONE AT PLENTY RIVER - 12a

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992

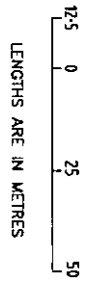


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SIGNATURE DIGITALLY SIGNED

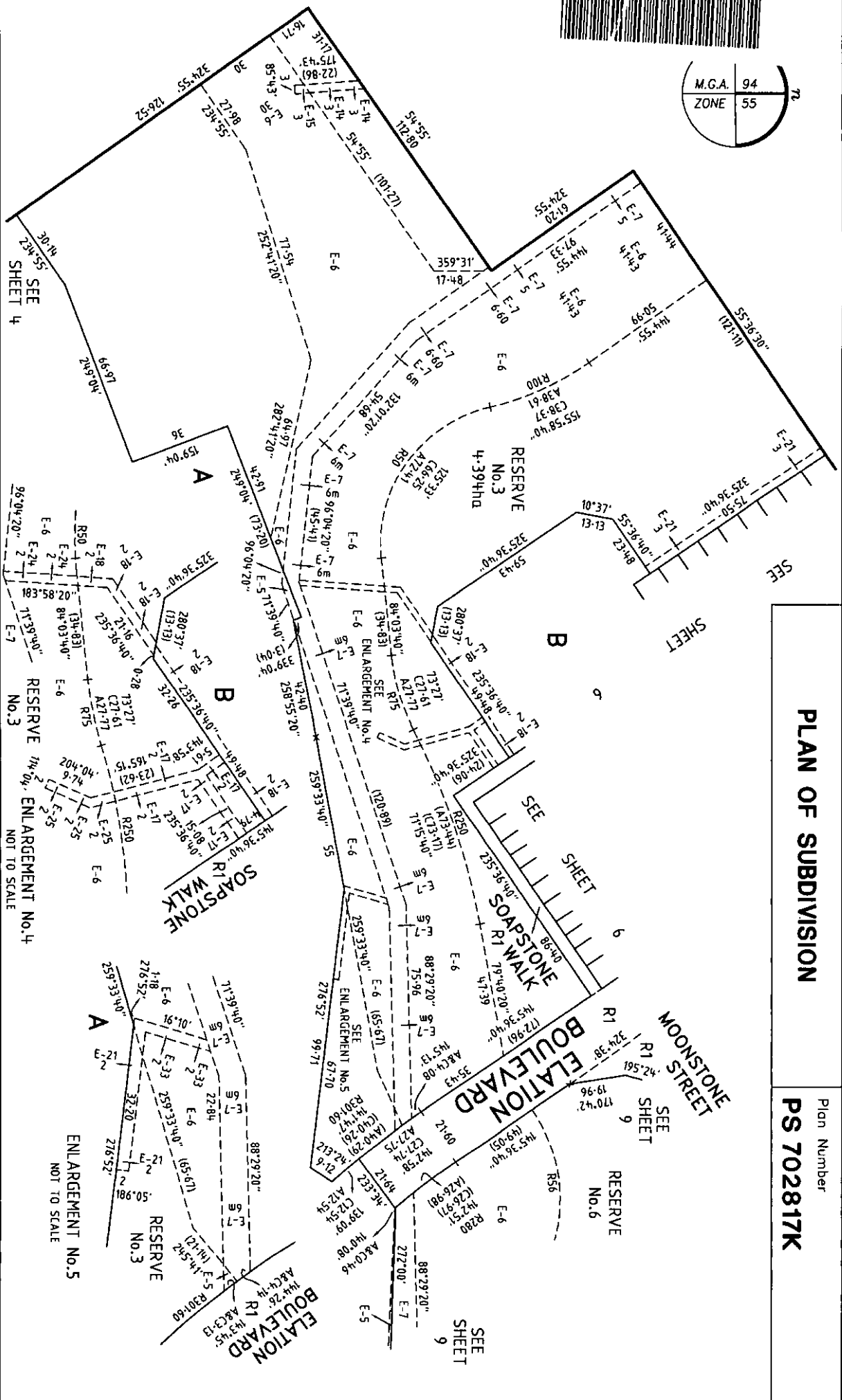
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VERSION H

Sheet 8



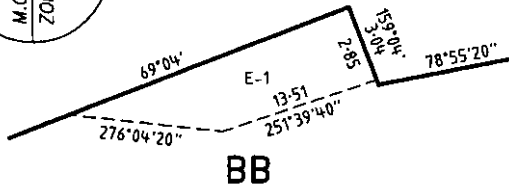
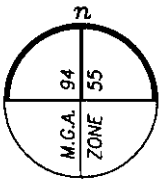
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Plan Number
PS 702817K

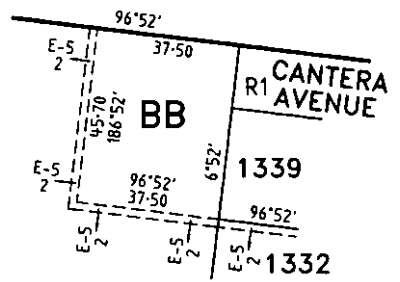
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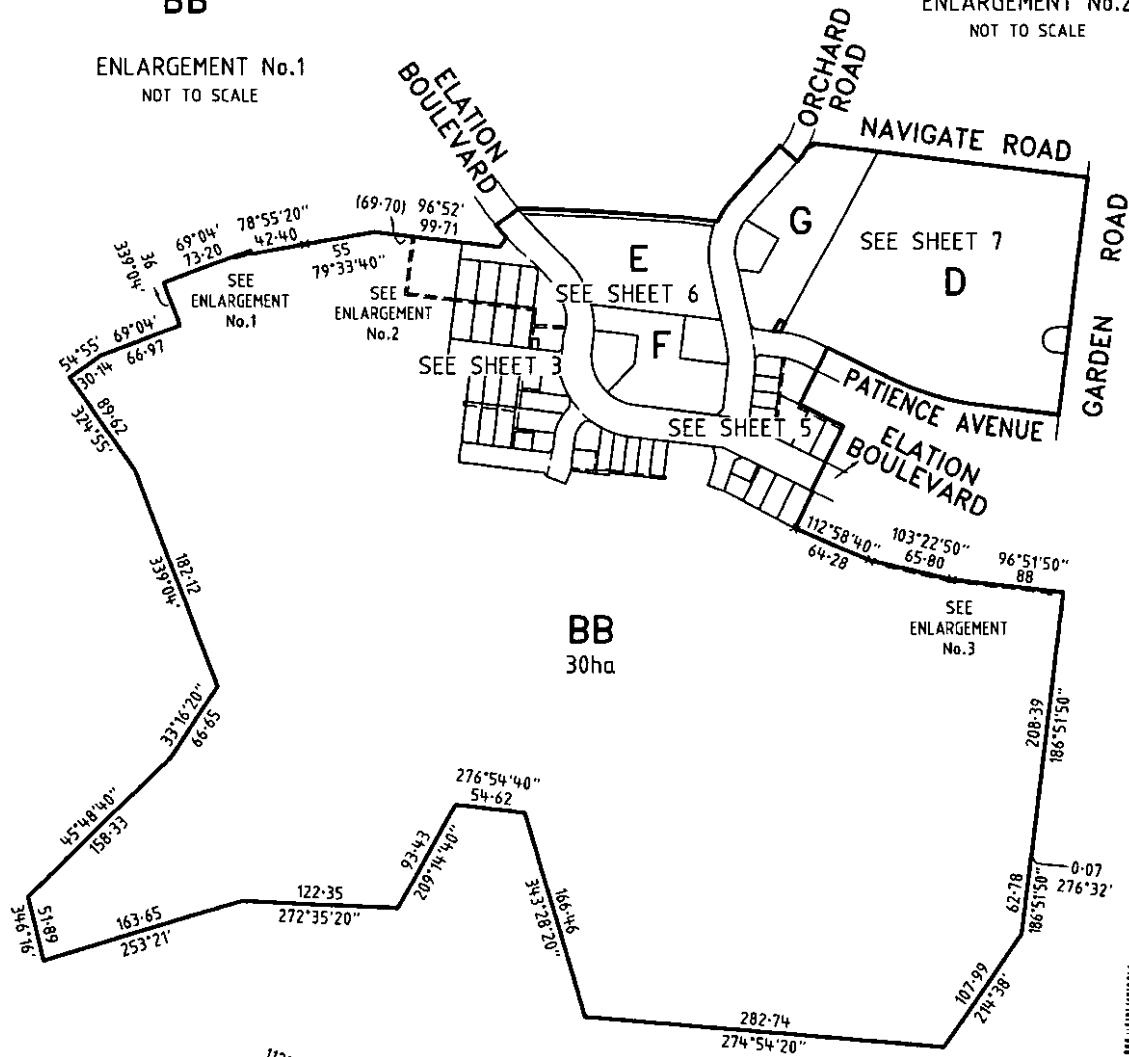
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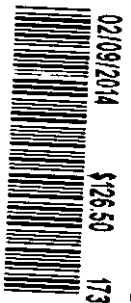
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NOT TO SCALE



ENLARGEMENT No.2
NOT TO SCALE



BB
30ha



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RIVERSTONE © PLENTY RIVER - 13

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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

BB
ENLARGEMENT No.3
NOT TO SCALE

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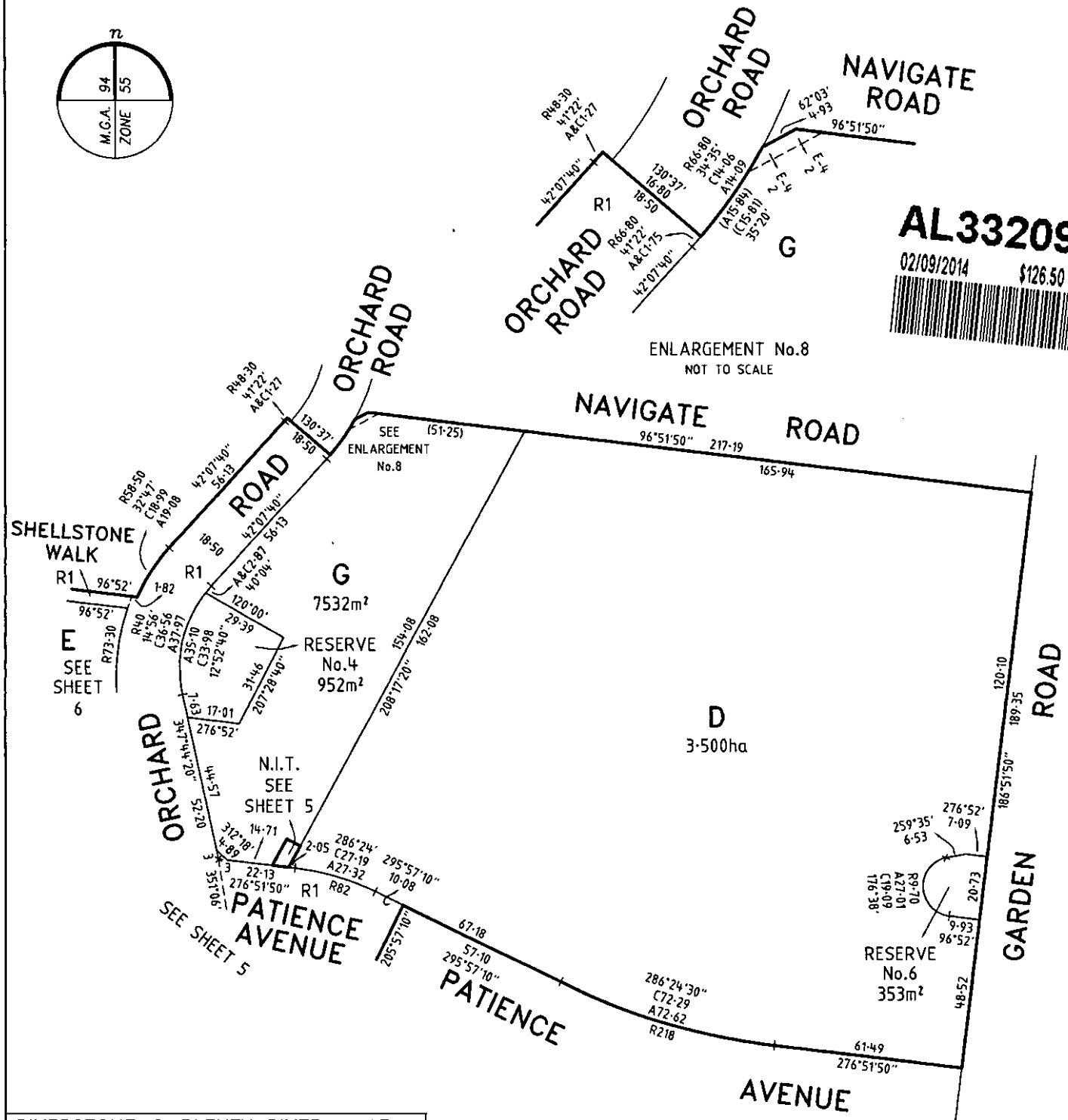
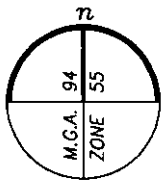
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 8149133 01/08/13 VERSION K
DWG 814913BK

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PLAN OF SUBDIVISION

Plan Number
PS 702851K



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SIGNATURE DIGITALLY SIGNED DATE / /

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Sheet 7

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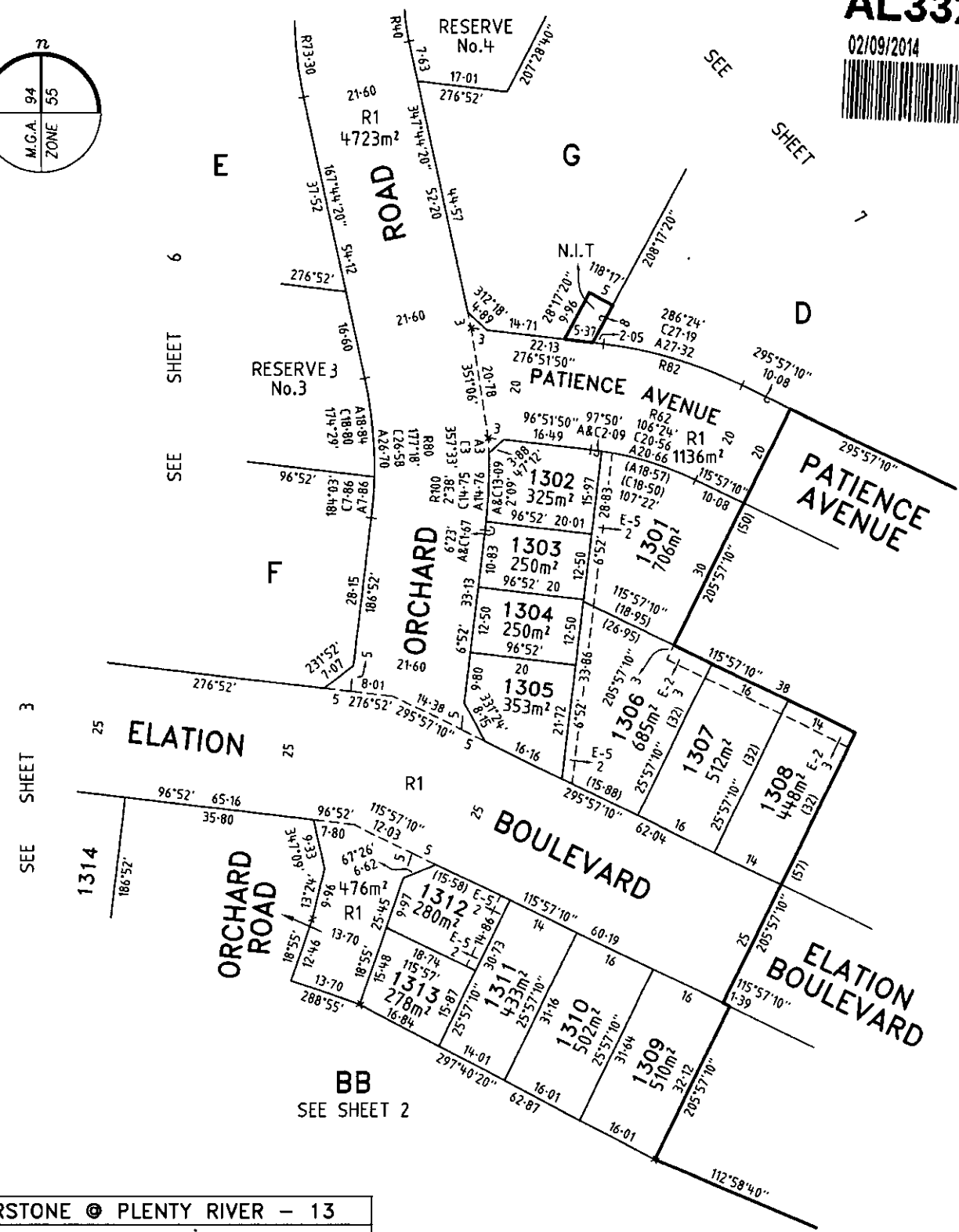
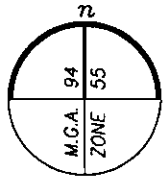
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Plan Number

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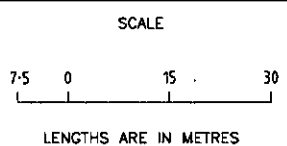


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 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



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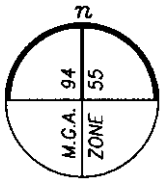
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 SIGNATURE DIGITALLY SIGNED DATE / /
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 DWG 814913BK

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Signed by Council: Whittlesea City Council, Council Ref: 607929, Original Certification: 22/01/2013, Recertification: 28/08/2013, S.O.C.: 11/10/2013

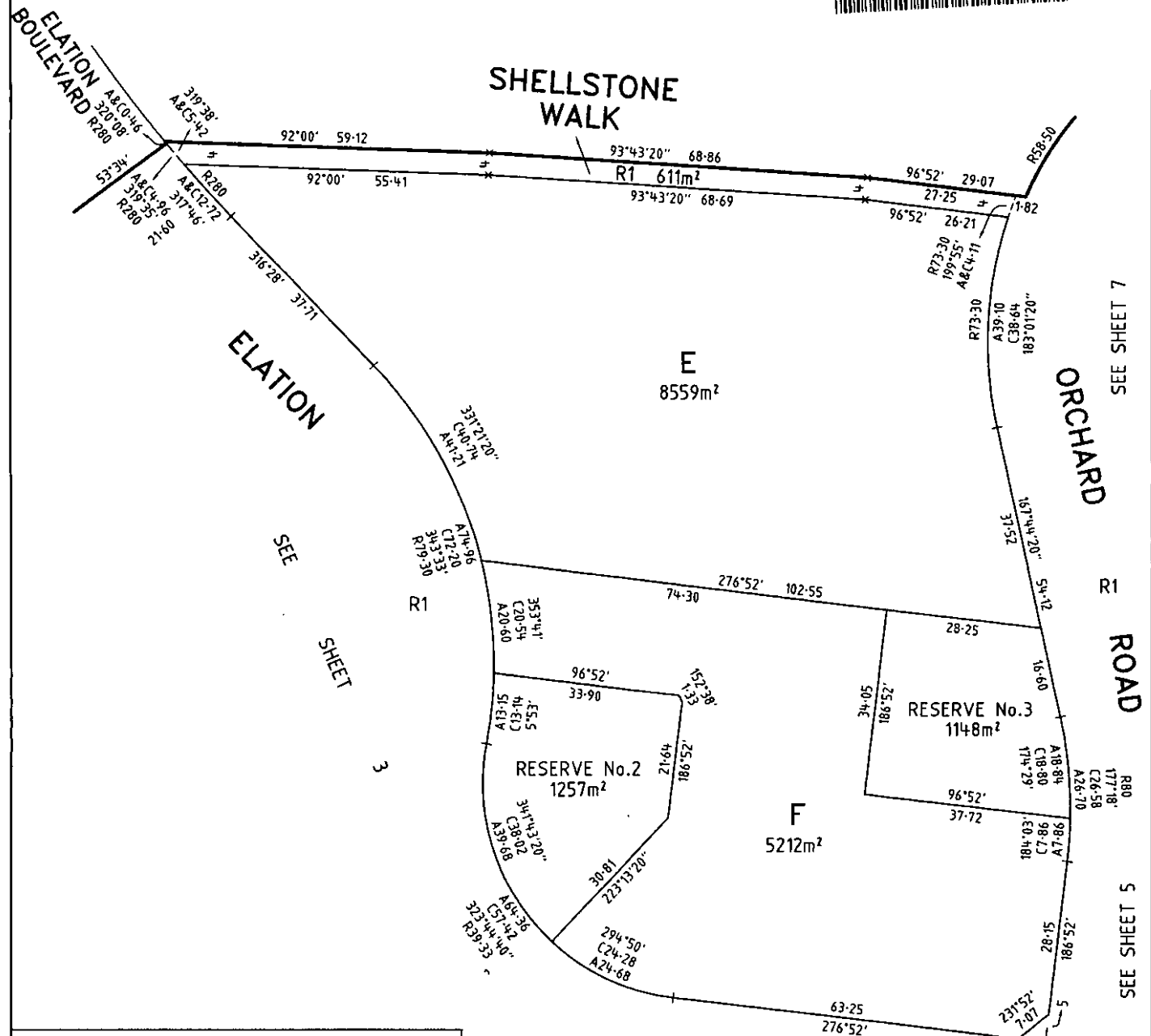
PLAN OF SUBDIVISION

Plan Number
PS 702851K



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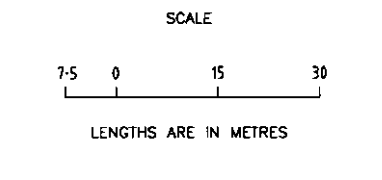


RIVERSTONE © PLENTY RIVER - 13

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL
SCALE
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LICENSED SURVEYOR (PRINT) ANDREW J. REAY
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 8149133 01/08/13 VERSION K
 DWG 814913BK

Sheet 6



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date 14 / 8 / 2014

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: part of 61B Orchard Road, Doreen

Whittlesea City Council
and

National Asset Pty Ltd
ACN 118 296 209

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Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

Parties

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

Name	National Asset Pty Ltd ACN 118 296 209
Address	18 Bowman Street, South Perth, Western Australia
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to comply with the matters set out in condition 18 of the Planning Permit.
- D. In compliance with condition 18 of the Planning Permit, the Owner obtained the Offset Management Plan, providing for the matters set out in the Offset Management Plan.
- E. To achieve the requirements of condition 18 of the Planning Permit, the Offset Management Plan provides that this Agreement is required to provide for the implementation of, and compliance with, the Offset Management Plan.
- F. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.





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Additional Offset Amount means:

- (a) if paid on or before 19 April 2014, \$162,750;
- (b) if paid after 19 April 2014 and on or before 19 April 2015, \$170,887.50; and
- (c) if paid at any time after 19 April 2015, \$170,887.50 plus Indexation.

Administration Fee means a fee payable to Council by the Owner for the administration of the management of the Offset Management Plan equal to 10 per cent of the Management Costs.

Agreement means this Agreement and includes this Agreement as amended from time to time.

CMP Commencement Date means the later of:

- (a) the commencement date of this Agreement; or
- (b) the date on which Council receives written notice that high visibility fencing/markers has been erected around the boundary of Offset Site 1 as required by the Offset Management Plan.

Claims includes any claim, proceeding, action, demand or suit (including by way of contribution or indemnity) at Law or in equity including for breach of contract, by statute (to the extent permitted by Law), in tort for negligence or otherwise (including negligent misrepresentation), for strict liability or restitution.

Completion Date means:

- (a) the date on which the Management Period ends; or
- (b) if Council has agreed to accept Early Management Responsibility and the Owner has paid the Administration Fee and the Management Costs, the Handover Date.

Conditional Notes for Endorsement means any conditional notes affixed to the Offset Management Plan at the time of, and associated with, Council's approval of the Offset Management Plan.

Contractor means any contractor or contractors engaged by the Owner to carry out the Offset Work.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (c) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (d) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.





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Current Email means:

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Damages or Loss means damages or loss of any kind, including death or personal injury, however caused (including, but not limited to, the negligence of Council) sustained, incurred or suffered by the Owner in connection with this Agreement.

Early Management Responsibility means the acceptance by Council, prior to the end of the Management Period, of the responsibility to manage the Offset Sites in accordance with the Offset Management Plan.

End Date means the date that this Agreement ends in accordance with clause 16.1.

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.

Handover Date means the date from which Council agrees to accept Early Management Responsibility.

Implementation Steps means the steps (including recommendations and other actions described in what would otherwise be considered non-mandatory terms) to achieve the Key Performance Targets and which are set out in parts 7.2, 7.3 and 7.4 of the Offset Management Plan.

Indexation means an annual adjustment to the Additional Offset Amount carried out in accordance with CPI.

Key Performance Targets means the performance targets set out in column 6 of Table 15 of the Offset Management Plan.

Management Actions means the 10-year management actions set out in column 3 of Table 15 of the Offset Management Plan as varied by any Conditional Notes for Endorsement.

Management Costs means the costs payable to Council by the Owner to meet Council's costs of implementing and complying with the Offset Management Plan from the Handover Date until the end of the Management Period.

Management Period means the period of time which runs for 10 years from the CMP Commencement Date.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Native Vegetation Offset means the vegetation offset to be achieved by implementing the Offset Management Plan as measured by the Key Performance Targets.

Offset Management Plan means the plan entitled "*Net Gain Offset Management Plan for the Plenty River Estate development, 790 Bridge-Inn Road, Doreen, Victoria*" prepared by Ecology and Heritage Partners Pty Ltd, dated March 2013 as approved by Council in accordance with condition 18 of the Planning Permit or such other plan approved in writing by Council.





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Offset Site 1 means that part of Reserve 1 where the Offset Work is to be carried out to achieve the Native Vegetation Offset and which is described in the Offset Management Plan as 'the first offset site/conservation reserve' or the like.

Offset Site 2 means that part of Reserve 2 where the Offset Work is to be carried out to achieve the Native Vegetation Offset and which is described in the Offset Management Plan as 'the second offset site' or the like.

Offset Sites means Offset Site 1 and Offset Site 2.

Offset Work includes the Implementation Steps, the Management Actions and any other thing done, or required to be done, by the Owner or the Contractor to implement or comply with the Offset Management Plan.

Other Offset Actions means the offset actions described in Part 5.5 of the Offset Management Plan and referred to in clause 7.3.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Parent Title means the land in respect of which Council issued the Planning Permit.

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit no. 712895, as amended from time to time, issued on 1 July 2011, authorising:

- (a) multi lot subdivision (Plenty River Estate - Southern Section) of the Parent Title;
- (b) removal of native vegetation; and
- (c) the construction of a dwelling on each lot, including lots less than 300m2,

in accordance with the Endorsed Plan.

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

Plenty Gorge Parklands means any of the land parcels that collectively form the public land known as Plenty Gorge Parklands managed by Parks Victoria.

Reserve 1 means Reserve 2 on PS 640504A, being the land referred to in certificate of title volume 11340 folio 857.

Reserve 2 means Reserve 3 on PS 702817K, being the land referred to in certificate of title volume 11454 folio 028.

Reserves means Reserve 1 and Reserve 2.

Subject Land means part of the land situated at 61B Orchard Road, Doreen being all of the land in lots B and C on plan of subdivision 702817K and lots ~~BB~~, D, E, F and G on plan of subdivision 702851K, more particularly the land referred to in certificates of title volume 11453 folios 986 and 987 and volume 11454 folios 110, 144, 145, ~~148~~ and 149 and any

TSB *PS*





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reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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 all genders;
- 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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring the Offset Management Plan;
- 4.2 an assessment, by suitably qualified and experienced ecological consultants, concluded that,
 - 4.2.1 properly satisfy condition 18 of the Planning Permit; and



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4.2.2 achieve the Native Vegetation Offset,

the actions required under the Offset Management Plan need to be secured by this Agreement;

4.3 the Parent Title has been subdivided and the Offset Sites are now on Reserves;

4.4 notwithstanding the subdivision of the Parent Title, the Owner remains responsible for implementation of, and compliance with, the Offset Management Plan; and

4.5 the Owner has elected to enter into this Agreement in order to fulfil its obligations under the Planning Permit and the Offset Management Plan.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Access Licence

6.1 Grant of Licence

6.1.1 The Council grants to the Owner and the Contractor a non-exclusive licence to enter and occupy the Reserves for the sole purpose of enabling the Owner and the Contractor to carry out the Offset Work in accordance with this Agreement.

6.1.2 The licence granted under clause 6.1.1:

- (a) will commence on the date of this Agreement and will expire on the earlier of:
 - (i) the Completion Date; or
 - (ii) the End Date;
- (b) does not entitle the Owner or the Contractor to exclusive possession of any part of the Reserves; and
- (c) does not constitute any grant by the Council of a proprietary interest in the Reserves.

6.1.3 The Owner must ensure that that part of the Reserves it and the Contractor accesses pursuant to the licence is only used for the purpose specified in clause 6.1.1.

6.2 Access for Council

The Owner acknowledges that during the term of the licence granted under clause 6.1.1:

- 6.2.1 the Owner is responsible for obtaining and maintaining access to the Reserves;
- 6.2.2 the Owner is responsible for the safety and security of the Reserves and to any other person who enters the Reserves; and

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6.2.3 any Council officers and any invitee, contractor, employee or agent of the Council may access the Reserves at any time.

7. Owner's specific obligations

The owner covenants and agrees that:

7.1 Offset Management

the Owner must:

7.1.1 implement and comply with the Offset Management Plan in accordance with clause 7.2; or

7.1.2 pay to Council the:

- (a) Management Costs to Council's satisfaction; and
- (b) an Administration Fee,

associated with Council accepting Early Management Responsibility under clause 8; and

7.1.3 carry out the Other Offset Actions required under clause 7.3.

7.2 Implementation of the Offset Management Plan

7.2.1 the Owner must implement and comply with all provisions, requirements and recommendations contained in the Offset Management Plan:

- (a) at the full cost of the Owner;
- (b) within the timeframes, and in the manner, set out in the Offset Management Plan;
- (c) notwithstanding any reference to commencement in the Conditional Notes for Endorsement, for the Management Period; and
- (d) to the satisfaction of Council.

7.2.2 in the event the Offset Management Plan does not specify a timeframe for carrying out any provision, requirement or recommendation, the provision, requirement or recommendation must:

- (a) be carried out without reasonable delay, having regard to any seasonal requirements or relevant climatic conditions; and
- (b) continue to be carried out for the Management Period,

to the satisfaction of Council.

7.2.3 without limiting the generality of the Owner's obligations under clause 7.2.1, the Owner must carry out all Offset Work necessary to achieve all of the Key Performance Targets to the satisfaction of Council.



7.2.4 except with the prior written consent of Council, the Owner must engage an ecological consultant, whose qualifications and experience are to Council's satisfaction, to supervise the Offset Work.

7.3 Other offset actions

7.3.1 In accordance with part 5.5 of the Offset Management Plan, the Owner must:

- (a) use its best endeavours to secure an additional offset site within the Plenty Gorge Parklands; and
- (b) pay to Council the Additional Offset Amount.

7.3.2 If the Owner is unable to secure an additional offset site within the Plenty Gorge Parkland, in order to secure the offset outcome described in part 6.4 of the Offset Management Plan, the Owner must:

- (a) undertake other actions; or
- (b) make a further payment to Council,
to the satisfaction of Council.

7.3.3 The Owner acknowledges that compliance with clauses 7.1 and 7.2 does not absolve the Owner from the requirement to undertake the actions required under clause 7.3.1 and clause 7.3.2.

7.4 No claim against Council

the Owner must not pursue any Claims against Council for Damages or Loss arising out of, or connected with, the performance by the Owner of its obligations under this Agreement.

8. Early Management Responsibility

The Parties agree that:

8.1 Request for Early Management Responsibility

8.1.1 at any time after the CMP Commencement Date the Owner may make a written request to Council for Council to accept Early Management Responsibility;

8.1.2 upon receipt of a written request made in accordance with clause 8.1.1, Council:

- (a) may agree to accept Early Management Responsibility; and
- (b) is not required to accept Early Management Responsibility.

8.1.3 if Council agrees to accept Early Management Responsibility, Council will:

- (a) having regard to any schedule of charges adopted by Council for the purpose, determine the Management Costs to its satisfaction; and
- (b) notify the Owner in writing of the Handover Date and the Management Costs.

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8.1.4 upon receipt of notification under clause 8.1.3(b), and before the Handover Date, the Owner must pay to Council:

- (a) the Management Costs determined under clause 8.1.3(a); and
- (b) the Administration Fee.

8.1.5 regardless of when the written request is made in accordance with clause 8.1.1, Council will not accept Early Management Responsibility any earlier than 19 April 2016.

8.2 Further implementation of Offset Management Plan

If Council agrees to accept Early Management Responsibility, then after:

8.2.1 payment by the Owner to Council of the:

- (a) Management Costs; and
- (b) Administration Fee; and

8.2.2 the Handover Date,

the Owner will no longer be required to comply with the obligations under clauses 7.1.1, 7.1.2 and 7.2.



9. Owner's further obligations

9.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

9.2 Further actions

The Owner:

- 9.2.1 must do all things necessary to give effect to this Agreement;
- 9.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 9.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

9.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 9.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;



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- 9.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 9.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 9.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

9.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 9.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

9.5 Interest for overdue money

- 9.5.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 9.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

9.6 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

9.7 Insurance

- 9.7.1 Before the Offset Work commences, the Owner must effect and maintain a public liability insurance policy, for a limit of indemnity of \$20,000,000 for any one claim, indemnifying all third party Claims in respect of:
 - (a) loss, destruction or damage to real or personal property including ensuing loss of use of that property; and
 - (b) personal injury, disease or death of any person,arising out of, or in connection with, this Agreement.
- 9.7.2 The Owner must:
 - (a) ensure that Council is named as an insured in respect of the insurance policy required by clause 9.7.1;
 - (b) maintain the insurance referred to in clause 9.7.1 until the Completion Date; and
 - (c) prior to the commencement of the Offset Work, and at any other time requested by Council, provide evidence to the satisfaction of Council that the insurance policy required by clause 9.7.1 has been obtained.





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10. GST

10.1 GST Act

In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

10.2 Exclusive of GST

Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

10.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

10.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. Agreement under section 173 of the Act

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 in accordance with section 173 of the Act.

12. Owner's warranties

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.

13. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 13.1 give effect to this Agreement; and
- 13.2 enter into a deed agreeing to be bound by the terms of this Agreement.



14. General matters

14.1 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:



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- 14.1.1 personally on the other Party;
- 14.1.2 by leaving it at the other Party's Current Address;
- 14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 14.1.4 by email to the other Party's Current Email.

14.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

14.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

14.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

14.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

15. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

16. Ending of Agreement

- 16.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.
- 16.2 After the End Date, Council will, at the Owner's written request, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.



Signing Page

Signed, sealed and delivered as a deed by the Parties.

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



Rossmore
.....
Rossmore

Delegated

Executed by National Asset Pty Ltd ACN 118 296 209 in accordance with section 127(1) of the Corporations Act 2001:

[Signature]
.....
Signature of Director
Samuel Philip Corda
.....
Print full name

[Signature]
.....
Signature of Director (or Company Secretary)
Rossmore James Carmichael
.....
Print full name

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AJ589365U and instrument of mortgage no. AH905397R consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by NATIONAL AUSTRALIA BANK LIMITED } NATIONAL AUSTRALIA BANK LIMITED
by being signed by its Attorney } By its Attorney
DAVID CHARNG-WAI LEE
who holds the position of Level 3 Attorney
under Power of Attorney No K117403
in the presence of: *[Signature]*

Signature: *[Signature]*
Name: Elfi Hellemann
Address: Client Support Officer
Office Held: NAB Corporate WA
CI- NAB Corporate WA
UB13.01
100 St Georges Terrace
Perth WA 6000

AL332093V
02/09/2014 \$126.50 173



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 E Sumner & B M Bailey
8 Flint Close
DOREEN VIC 3754



025
1022599
R3_6397

Assessment number: 0987412



To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: D86BC72AFY

Issue date: 31/07/2024

Instalment 1

\$374.43
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 **\$373.00**
Due By 30/11/2024 ✓

Instalment 3 **\$373.00**
Due By 28/02/2025 ✓

Instalment 4 **\$373.00**
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 **\$1,493.43**
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.

Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

Property details 8 Flint Close DOREEN VIC 3754

LOT 5 PS 734613W

Owner: Sumner Tim Eric & Bailey Brooke Mavis

Ward : Painted Hills

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$230,000	\$470,000	\$23,500

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

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 23,500 x 0.04683579	\$1,100.64
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 470,000 x 0.00008700	\$40.89
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total **\$1,493.43**

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

How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices
See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157

Ref: 0987412

BPAY this payment via internet or phone banking

FlexiPay

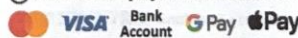


Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 9874127

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 9874127



*350 9874127

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,100.64
Farm*	0.02810147	\$660.38

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

South Morang
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

Whittlesea
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

Locked Bag 1, Bundoora MDC VIC 3083

info@whittlesea.vic.gov.au

whittlesea.vic.gov.au



Free telephone
interpreter service
131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

4th July 2025

Denways Legal & Conveyancing C/- InfoTrack (Smokeb
LANDATA

Dear Denways Legal & Conveyancing C/- InfoTrack (Smokeb,

RE: Application for Water Information Statement

Property Address:	8 FLINT CLOSE DOREEN 3754
Applicant	Denways Legal & Conveyancing C/- InfoTrack (Smokeb LANDATA
Information Statement	30953377
Conveyancing Account Number	7959580000
Your Reference	586940

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
- Conditions of Connection and Consent
- 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 Property Information Statement

Property Address	8 FLINT CLOSE DOREEN 3754
------------------	---------------------------

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.

Melbourne Water Property Information Statement

Property Address	8 FLINT CLOSE DOREEN 3754
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STATEMENT UNDER SECTION 158 WATER ACT 1989

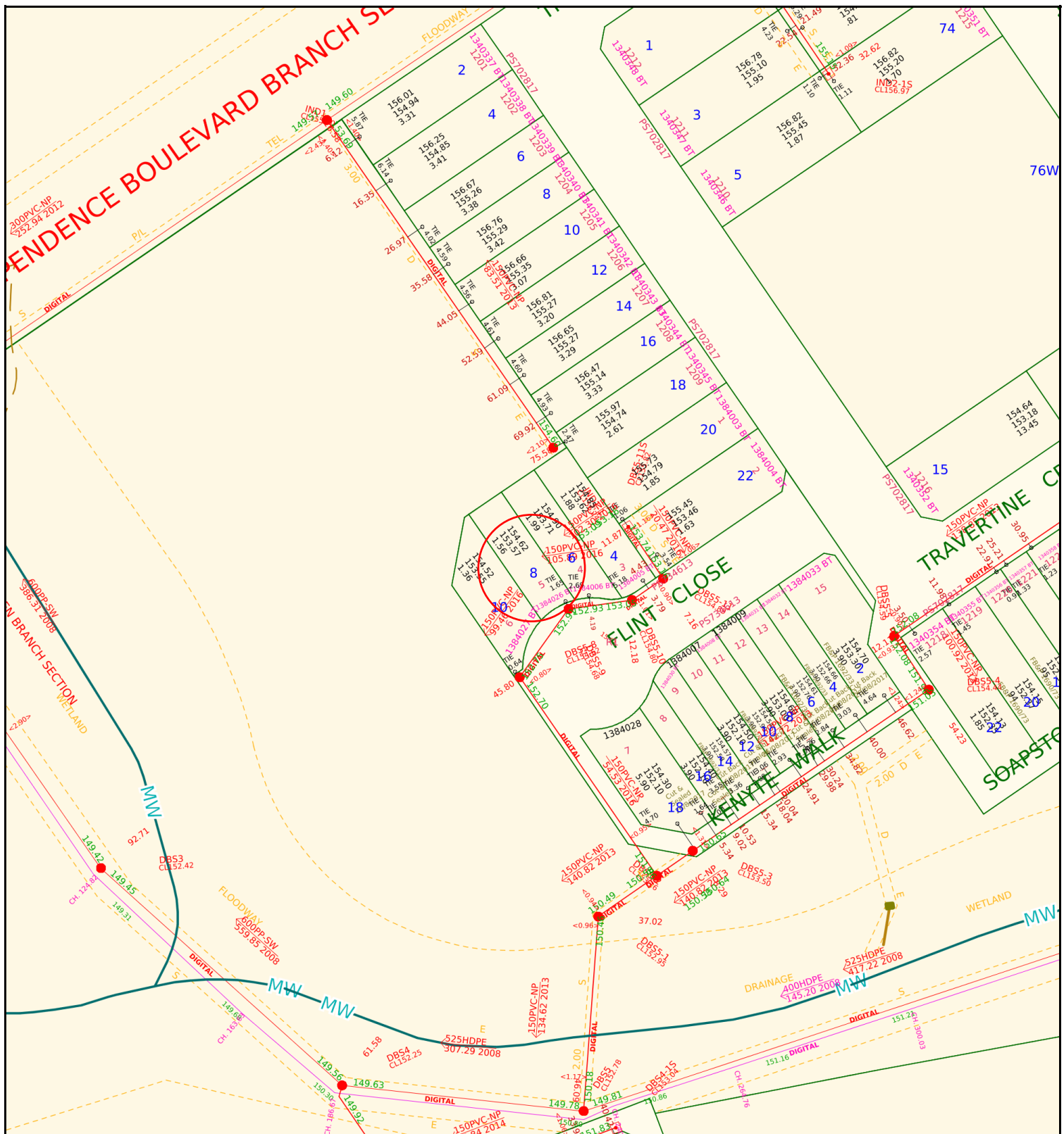
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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.



**Yarra Valley Water
Information Statement
Number: 30953377**

Address	8 FLINT CLOSE DOREEN 3754
Date	04/07/2025
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

3rd April 2018

Application ID: 325216

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Drinking Water (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1384026

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Select Solutions on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Denways Legal & Conveyancing C/- InfoTrack (Smokeb
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3138207421
Rate Certificate No: 30953377

Date of Issue: 04/07/2025
Your Ref: 586940

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
8 FLINT CL, DOREEN VIC 3754	5\PS734613	5155544	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 Step 1 – 37.840000kL x \$3.43420000 = \$129.95 Step 2 – 8.160000kL x \$4.50590000 = \$36.77 Estimated Average Daily Usage \$1.94	12-02-2025 to 09-05-2025	\$166.72	\$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.

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: 5155544

Address: 8 FLINT CL, DOREEN VIC 3754

Water Information Statement Number: 30953377

HOW TO PAY



Bill Code: 314567
Ref: 31382074217

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / DENWAYS LEGAL & CONVEYANCING

Your Reference:	25-2941
Certificate No:	92112340
Issue Date:	04 JUL 2025
Enquiries:	ESYSPROD

Land Address: 8 FLINT CLOSE DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43728144	5	734613	11851	921	\$0.00

Vendor: BROOKE BAILEY & TIM SUMNER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TIM ERIC SUMNER	2025	\$230,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$470,000
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SITE VALUE (SV):	\$230,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 92112340

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$230,000

Calculated as \$975 plus (\$230,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,700.00

Taxable Value = \$470,000

Calculated as \$470,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92112340

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92112340

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / DENWAYS LEGAL & CONVEYANCING

Your Reference:	25-2941
Certificate No:	92112340
Issue Date:	04 JUL 2025
Enquires:	ESYSPROD

Land Address: 8 FLINT CLOSE DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43728144	5	734613	11851	921	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$470,000
SITE VALUE:	\$230,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92112340

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / DENWAYS LEGAL & CONVEYANCING

Your Reference: 25-2941

Certificate No: 92112340

Issue Date: 04 JUL 2025

Land Address: 8 FLINT CLOSE DOREEN VIC 3754

Lot	Plan	Volume	Folio
5	734613	11851	921

Vendor: BROOKE BAILEY & TIM SUMNER

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 92112340

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 92112341</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 92112341</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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From www.planning.vic.gov.au at 08 July 2025 10:44 PM

PROPERTY DETAILS

Address: **8 FLINT CLOSE DOREEN 3754**
Lot and Plan Number: **Lot 5 PS734613**
Standard Parcel Identifier (SPI): **5\PS734613**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **987412**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 184 C1**

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: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

OTHER

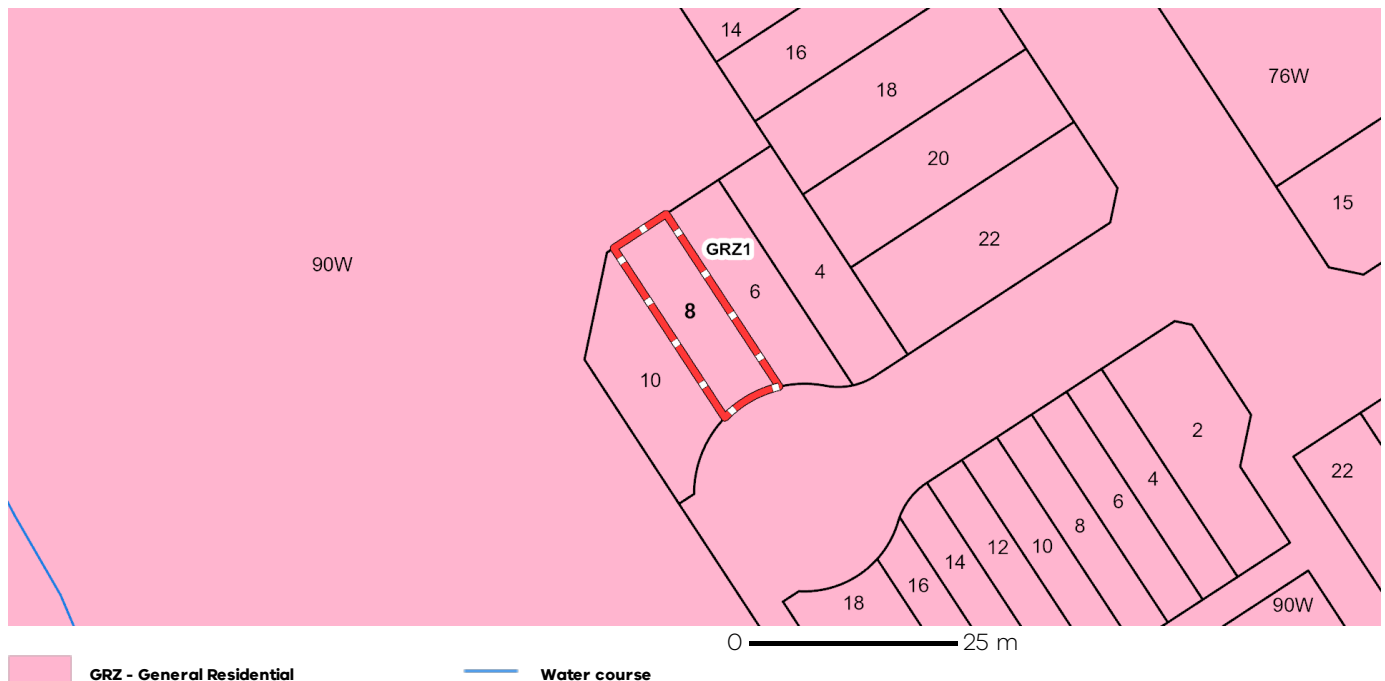
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

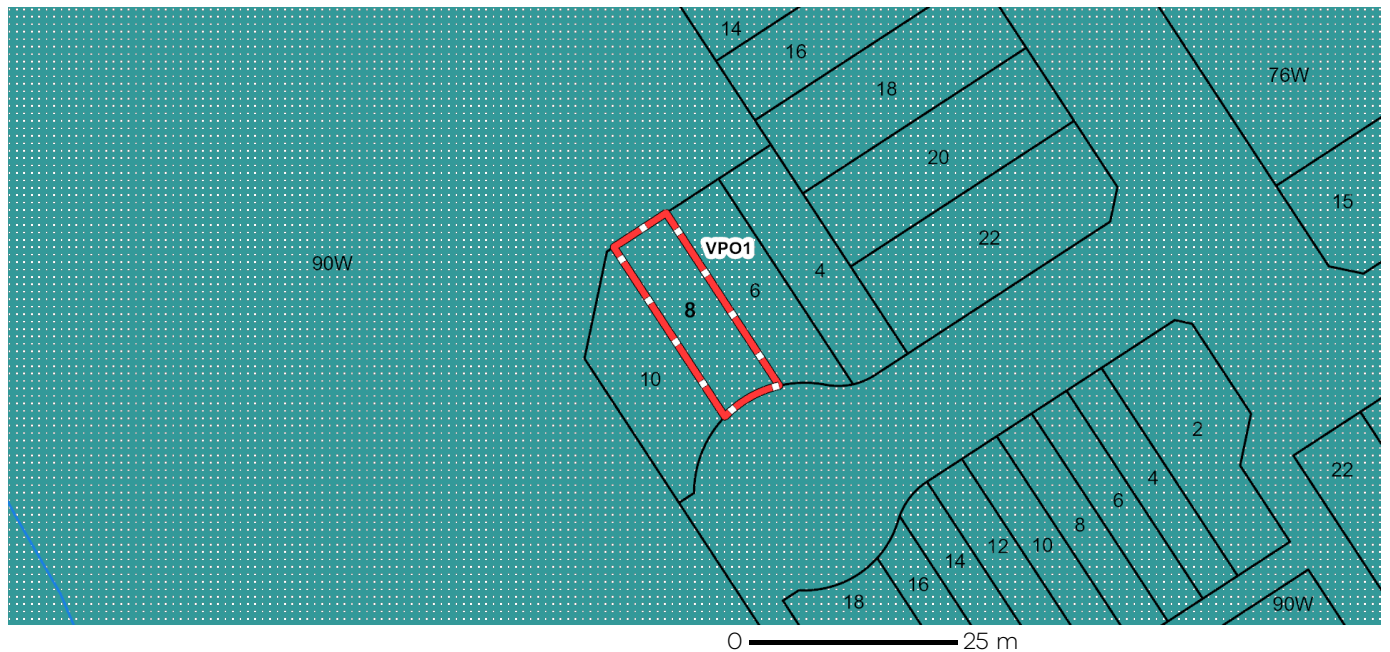
INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)



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)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 3 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>

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 \(environment.vic.gov.au\)](#)