

PMP CONVEYANCING SERVICES
Address: 369 Highlander Drive,
Craigieburn VIC 3064
Phone: 0425 695 792

VENDOR: PATARA GROUP PTY LTD

PROPERTY:
10 MARIGOLD
WAY, WALLAN

CONTRACT OF SALE OF REAL ESTATE

Address: Property: 10 Marigold Way, Wallan VIC 3756

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

The terms of this contract are contained in the:

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

In that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

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

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

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

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

SIGNED BY THE VENDOR

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

Print name of person signing PATARA GROUP PTY LTD **ACN 661 251 510**

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Redrok - Reservoir

Phone: 0430026650

Email: robbie@redrok.com.au

VENDOR

PATARA GROUP PTY LTD ACN 661 251 510

Property: 10 Marigold Way, Wallan VIC 3756

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

PMP CONVEYANCING SERVICES PTY LTD

of 369 Highlander Drive, Craigieburn VIC 3064

Tel: +61 425 695 792

Ref: PD:SF4117(10 MARIGOLD WAY) Email:

priya@pmpconveyancing.com.au

PURCHASER

of:

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:

Tel:

Fax:

Ref:

Email:

PROPERTY ADDRESS

The address of the property is

Property: 10 Marigold Way, Wallan VIC 3756

LAND (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference				being lot	on plan
Volume	12549	Folio	031	1020	847346N

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f)) all fixed floor coverings, electric light fittings, window furnishings, and all fixtures and fittings of a permanent nature.

PAYMENT

(General Condition 10)

Price

\$

Deposit

\$

By (of which \$..... has been paid)

Balance

\$

payable at settlement

GST (General Condition 13)

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

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

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

SETTLEMENT

(General Condition 10)

is due on/...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property

unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,

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

TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the ***Sale of Land Act 1962*** then add the words '**terms contract**' in this box, and refer to general condition 23:

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

SPECIAL CONDITIONS

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

1. ☒ 1. Auction Conditions

The following conditions apply to the sale by auction:

- (a) The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or rules prescribed by regulation which modify or replace those rules, a copy of which are attached hereto.
- (b) Subject to the foregoing conditions the highest bidder shall be the Purchaser.
- (c) Forthwith after the property is knocked down to him the Purchaser shall sign this contract and pay the deposit in full.
- (d) and pay the deposit in full.

☐ 2. Pest Report

General condition 22 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a pest inspection report from a duly qualified pest inspector within 14 days from the date the purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

The report shows a major pest infestation of any structure of the land;

A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

☒ 3. Purchasers Acknowledgments

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 not make any requisitions or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and 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 induced 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 representation 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 claim 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 such as are not made conditions of the contract.

☒ 4. Spa Or Pool Notice

The Purchaser acknowledges that on and from the Day of Sale, it is solely responsible at its own cost for any compliance with any Spa or Pool Notice.

☒ 5. No Warranty Or Representation

The Purchaser further acknowledges and agrees:

4.1 the Vendor makes no warranty or representation in relation to the Spa or Pool, any safety barrier for the Spa/Pool or their compliance with the Building Regulations; and

4.2 the Purchaser must not:

(a) make any Claim or require the Vendor to take or refrain from taking any action because of any matter referred to in this Special Condition 4 & 5;

(b) require the Vendor to pay all or any part of the cost of complying with all Laws and the requirements of any Government Agency in respect of any matter referred to in this Special Condition 4 & 5; or

(c) delay settlement or refuse to settle by reason of any matter arising out of or in connection with this Special Condition 4 & 5.

☒ 6 . Dimensions of the Property

The Purchaser acknowledges and admits that he purchased the land as offered for sale and inspected by him is identical with that comprised within the said Certificate of Title and shall not make any requisitions or claim any compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may be disclosed by survey or otherwise or call upon the Vendor to amend Title or to bear all or any part of the costs of doing so.

☒ 7 . Payment

7.1 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.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the Vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

7.3 The Purchaser must pay all money other than the deposit:

(a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.

7.4 Payments may be made or tendered:

(a) up to \$1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

7.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.

7.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

7.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

7.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

7.9 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.

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

☒ 8 . Acceptance Of Title

General condition 12.4 is added:

12.4 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.

☒ 9. Adjustments

9.1 The Purchaser agrees to provide copies of all certificates and other information used to calculate the adjustments. Failure to do so will cause delay to the Vendor providing cheque directions and the cost of delaying settlement will be at the Purchaser expense and is considered to be in default of the contract.

9.2 A statement of adjustments needs to be provided by the Purchaser to PMP Conveyancing at least 2 business days prior to settlement, any failure to do so, will cause the Purchaser to pay an administration fee to PMP Conveyancing of \$150 at settlement for the delay of receiving the statement of adjustments.

☒ 10. Notices

10.1 The Purchaser acknowledges 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.

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

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

☒ 11. Bank guarantee

11.1 In this special 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 under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

11.2 The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.

11.3 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 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

11.4 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee.

11.5 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 to the extent of the payment.

11.6 Nothing in this special condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract.

☒ 12. Planning

The property is sold subject to any restrictions as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

☒ 13. 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 hereof.

☒ 14. Guarantee

In the event that the Purchaser is corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contact and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

☒ 15. Foreign Investment Review Board

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the purchaser.

☒ 16. Settlement rescheduling fee

The purchaser agrees to pay PMP Conveyancing a cost of \$250 to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is paid to PMP Conveyancing at settlement.

☒ 17. Payment of Deposit

The Deposit paid by the purchaser to the Agents Trust Account must not exceed 10% without the prior written consent of the Vendor. Should the purchaser breach this contract and make a deposit payment which exceeds 10%, the purchaser and their conveyancer must do all things reasonable to assist the Vendor with the early release of the deposit directly to the vendor or into the Purchasers PEXA Source Account for this settlement, at the purchasers' own costs.

Additional Special Conditions (If required and agreed with PMP Conveyancing):

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1. 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition “Section 32 Statement” means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3. 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 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.
- 2.4. The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5. If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6. Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.

- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 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 8.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. Builder warranty insurance

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

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 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.

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

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

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;

- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. 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.

20. 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.

21. Notices

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

22. 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.

23. Terms contract

23.1 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.

23.2 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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- 27.1 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.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.

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

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

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

Annexure A
DIRECTOR'S GUARANTEE

We:
Of:

IN CONSIDERATION of you entering into the within contract of sale ("the contract") with the purchaser named and described in the Schedule hereto ("the purchaser") at the request of us, the persons named and described in the Schedule hereto ("the Guarantors"), we the Guarantors hereby jointly and severally **AGREE WITH AND GUARANTEE AND INDEMNIFY** you as follows:

1. The Guarantors shall pay you on demand by you all moneys payable pursuant to the contract which are not paid by the purchaser within the time prescribed in the contract for payment thereof whether demand for the same has been made by you on the purchaser or not.
2. The Guarantors shall observe and perform on demand by you all covenants conditions obligations and liabilities binding the purchaser with which the purchaser does not comply within the time prescribed in the contract for observance or performance thereof whether demand for such observance or performance has been made by you on the purchaser or not.
3. You may without affecting this Guarantee and Indemnity grant time or other indulgence to or compound compromise with or release the purchaser or any person or corporation liable jointly with the Guarantors or either of them in respect of any other Guarantee or security or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All moneys received by you from or on account of the purchaser including any dividends upon the liquidation of the purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the purchaser.
5. In the event of the liquidation of the purchaser the Guarantors authorise you to prove for all moneys which the purchaser has paid under this contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the purchaser to you. The Guarantors in your favour waive all rights against you and the purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the purchaser being void or defective or informal.
7. The Guarantors indemnify you against any loss you may suffer by reason of the purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the purchaser goes into liquidation.
8. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
9. For the consideration aforementioned and as a separate and severable covenant the Guarantors **HEREBY AGREE** to indemnify you not only against the non-payment by the purchaser of any moneys due under the contract (including interest due on overdue instalments or principal) but also against and in respect of all costs and charges and expenses whatever which you may incur by reason of any default on the part of the purchaser in relation to the contract.
10. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
11. The expression "the Guarantors" shall wherever used in this contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

SCHEDULE

PURCHASER AND GUARANTOR DETAILS

PURCHASER/S:

NAME ADDRESS

GUARANTORS:

NAME ADDRESS

EXECUTION BY GUARANTORS

EXECUTION BY GUARANTORS

SIGNED by :

Date Signed

.....

(Guarantor)

SIGNED by :

Date Signed

.....

(Guarantor)

SIGNED by :

Date Signed

.....

(Guarantor)

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)

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Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Auction Rules

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND - SCHEDULE 5 Regulation 6

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if-

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

What rules and conditions apply to the auction?

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

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

Copies of the rules Sch. 5

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

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

10 Marigold Way, Wallan 3756

Vendor's name

PATARA GROUP PTY LTD ACN 661 251 510

Date

/ /

**Vendor's
signature**

Director/Secretary

**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:

\$5,000.00

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 12549 FOLIO 031

Security no : 124126105284S
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LAND DESCRIPTION

Lot 1020 on Plan of Subdivision 847346N.
PARENT TITLE Volume 12474 Folio 302
Created by instrument PS847346N 23/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PATARA GROUP PTY LTD of 25 GRIMSTHORPE PLACE MERNDA VIC 3754
AY064568C 03/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS847346N 23/05/2024

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.

STATEMENT Section 110 Planning and Environment Act 1987
ROADS CORPORATION
AG432820B 01/04/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AH865185B 29/03/2011

AGREEMENT Section 173 Planning and Environment Act 1987
AX405075P 31/10/2023

DIAGRAM LOCATION

SEE PS847346N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 10 MARIGOLD WAY WALLAN VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 24911U GILL CONVEYANCING
Effective from 03/06/2024

DOCUMENT END

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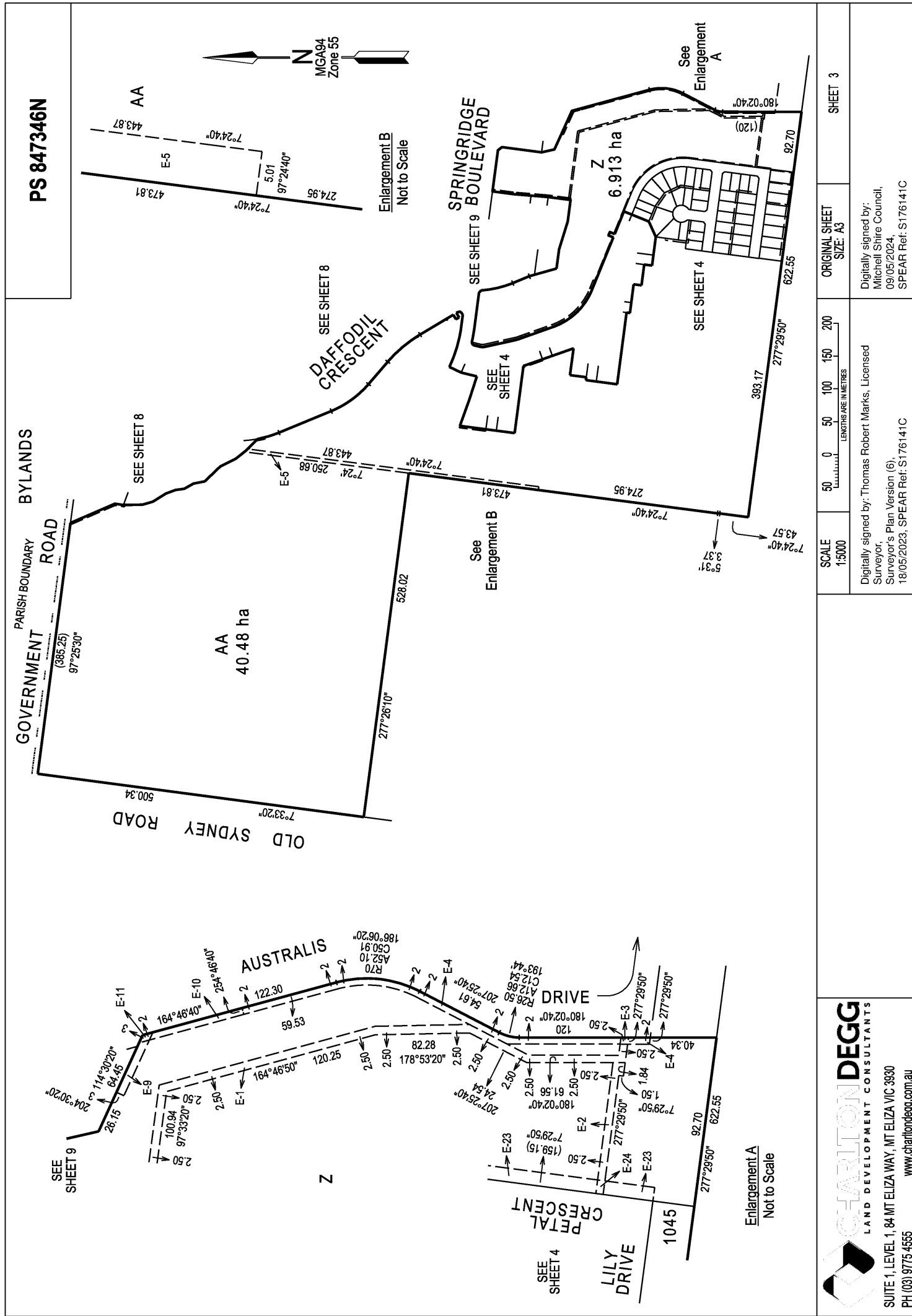
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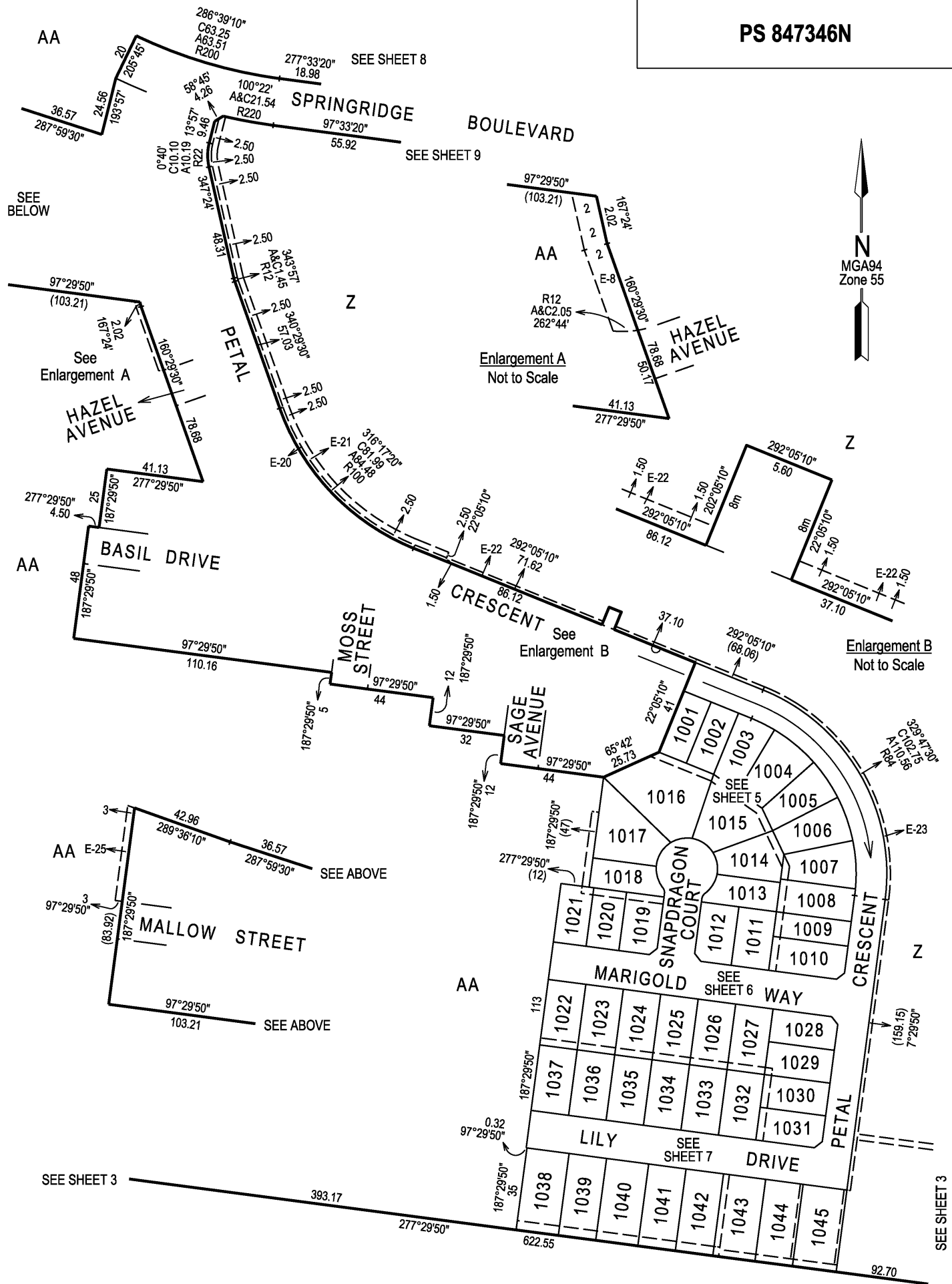
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PLAN OF SUBDIVISION			LV USE ONLY EDITION	PS 847346N
EASEMENT INFORMATION				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 & E-14	Drainage	See Diag.	PS 804181M	Mitchell Shire Council
E-1, E-3 & E-14	Sewerage	See Diag.	PS 804181M	Yarra Valley Water Limited
E-2 & E-24	Sewerage	See Diag.	PS 820416U	Yarra Valley Water Limited
E-3 & E-4	Telephone Services	See Diag.	PS 540322P	Land in PS 540322P
E-3 & E-4	Powerline	See Diag.	PS 540322P Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd
E-5	Water Supply	See Diag.	PS 816064Y	Yarra Valley Water Limited
E-6 & E-7	Drainage	See Diag.	This Plan	Mitchell Shire Council
E-7 & E-26	Sewerage	See Diag.	This Plan	Yarra Valley Water Corporation
E-8 & E-25	Drainage	See Diag.	PS 831896P	Mitchell Shire Council
E-9 & E-11	Sewerage	See Diag.	PS 630437U	Yarra Valley Water Limited
E-9 & E-11	Drainage	See Diag.	PS 630437U	Mitchell Shire Council
E-10 & E-11	Telephone Services	See Diag.	PS 630437U	Land in PS 630437U
E-10 & E-11	Powerline	See Diag.	PS 630437U Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-12 & E-14	Powerline	See Diag.	PS 804181M Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-13	Powerline	See Diag.	PS 804185D Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-16	Powerline	See Diag.	PS 816055A Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd.
E-17	Powerline	See Diag.	PS 816064Y Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-19	Powerline	See Diag.	PS 820417S Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-20 & E-22	Powerline	1.50	PS 831896P Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-20 & E-21	Supply of Water (Through Pipes and Fittings)	See Diag.	PS 831896P	Yarra Valley Water Corporation
E-23 & E-24	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
E-25	Sewerage	See Diag.	PS 831896P	Yarra Valley Water Corporation
 CHARLTON DEGG LAND DEVELOPMENT CONSULTANTS SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondegg.com.au			SURVEYORS FILE REF: 1088/Stg 10 VERSION: 6 Digitally signed by: Thomas Robert Marks, Licensed Surveyor, Surveyor's Plan Version (6), 18/05/2023, SPEAR Ref: S176141C	ORIGINAL SHEET SIZE: A3 SHEET 2 Digitally signed by: Mitchell Shire Council, 09/05/2024, SPEAR Ref: S176141C

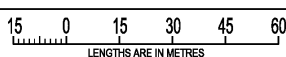


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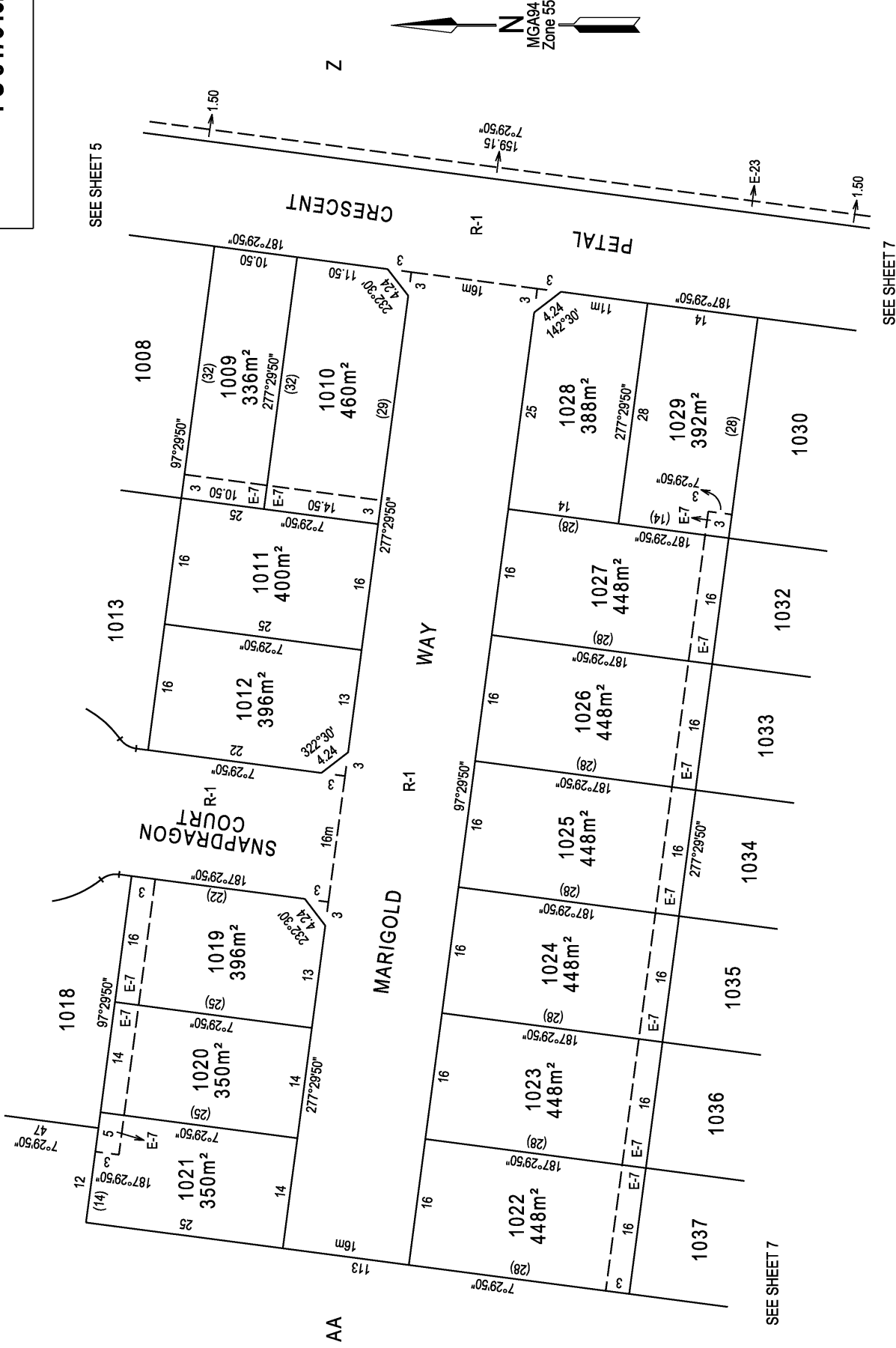
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SEE SHEET 7



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LENGTHS ARE IN METRES

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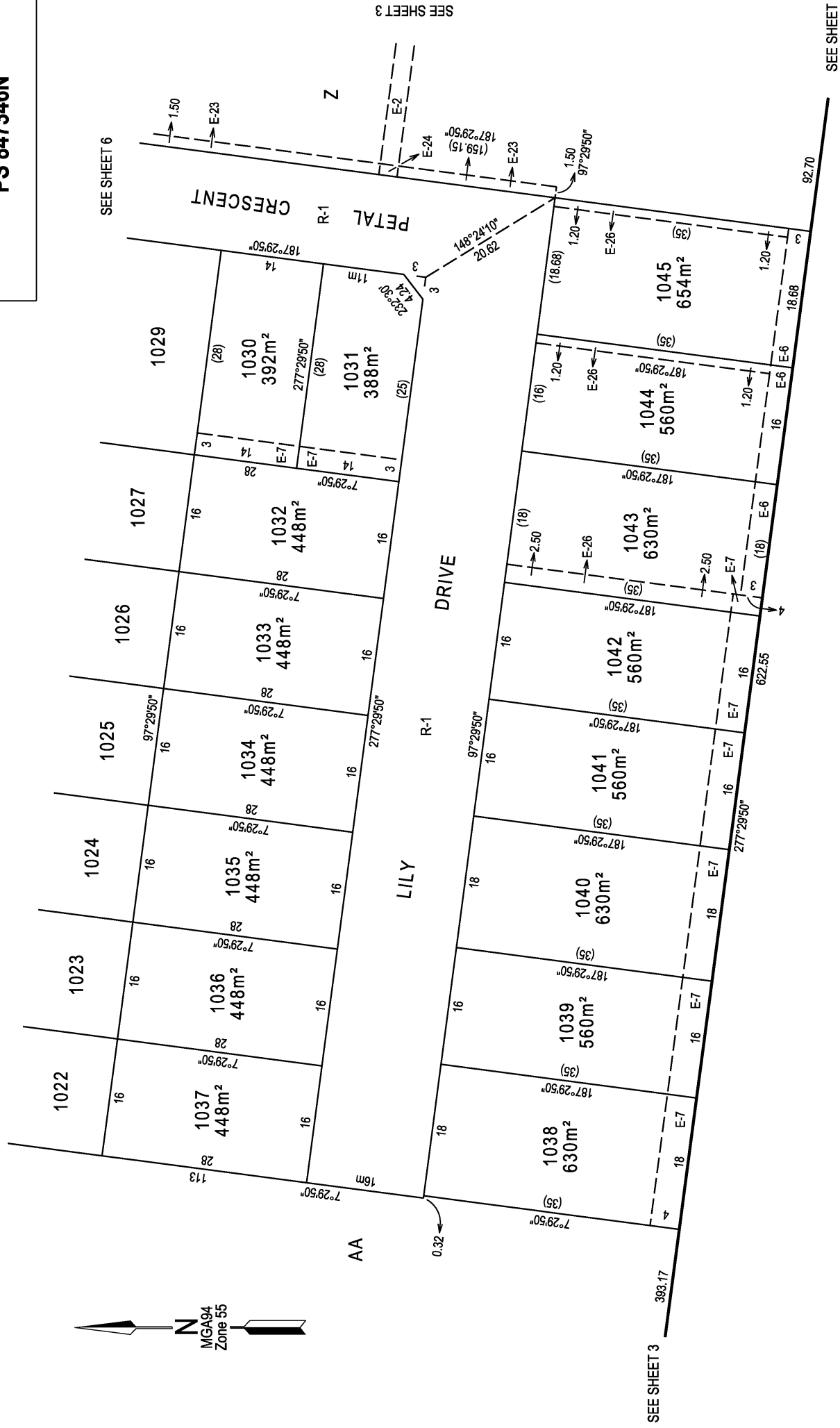
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SEE SHEET 3



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SPEAR Ref: S176141C

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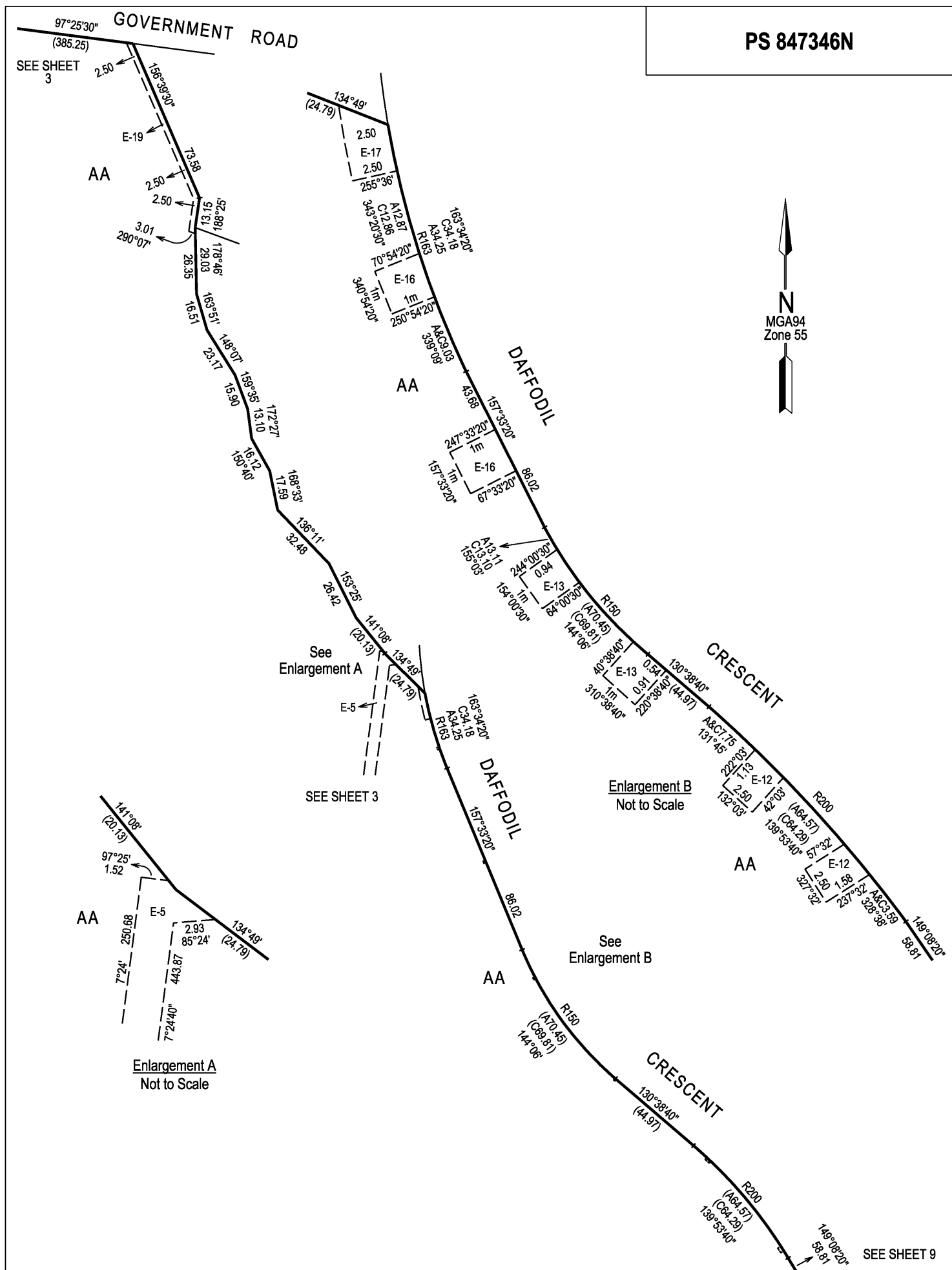
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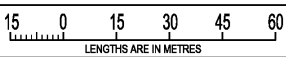
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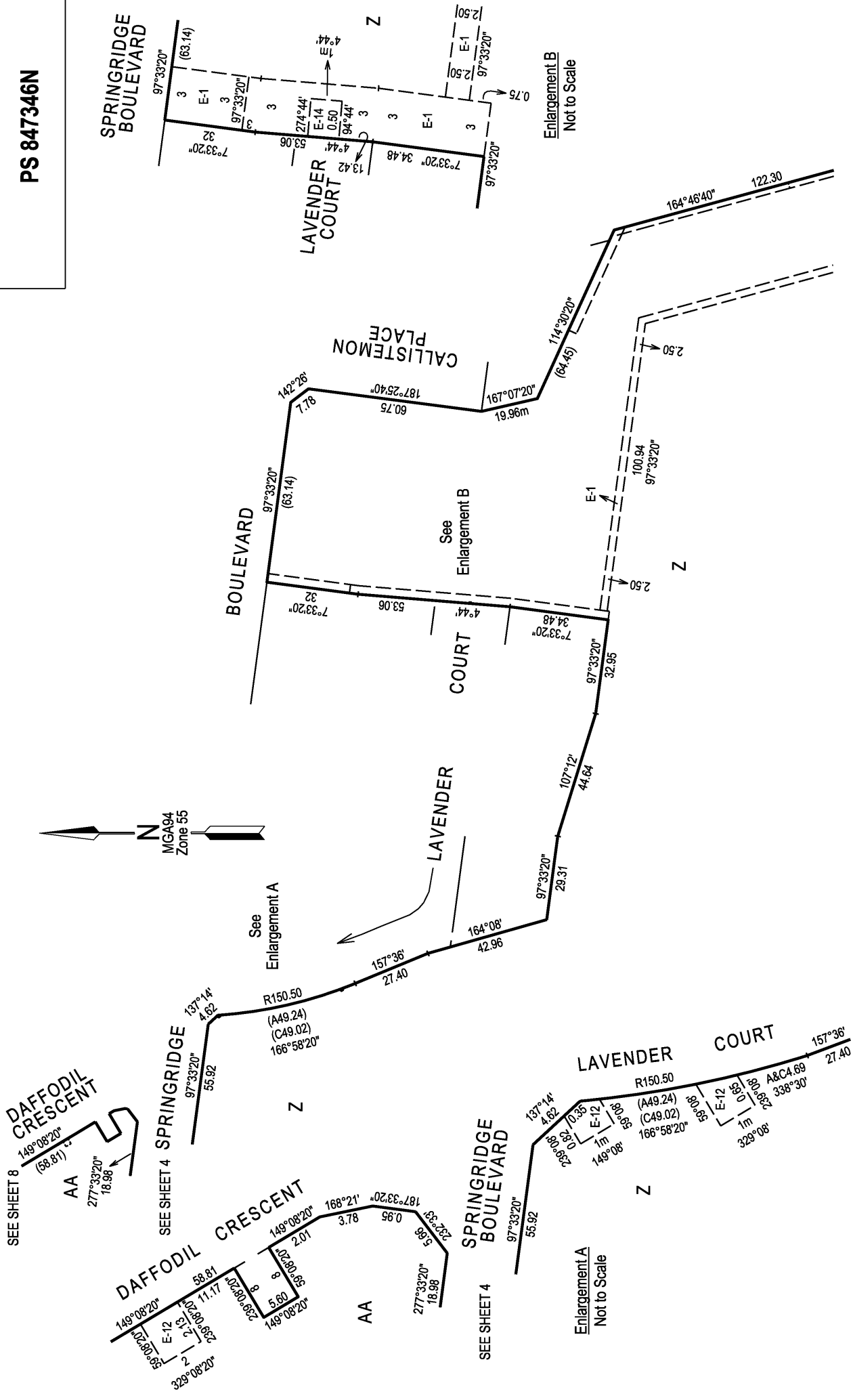
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LENGTHS ARE IN METRES

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SHEET 9

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PS 847346N

CREATION OF RESTRICTION A

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Lots 1001 to 1045 (both inclusive).

LAND TO BURDEN: Lots 1001 to 1045 (both inclusive).

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not construct, extend or develop any lot or allow the construction, extension or development of any lot other than in accordance with MCP No. AA9320.

Restriction A shall cease to have any application after the day that is 15 years after the day upon which this plan is registered.

CREATION OF RESTRICTION B

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: Lots 1001 to 1045 (both inclusive).

LAND TO BURDEN: Lots 1001 to 1045 (both inclusive).

The registered proprietor or proprietors for the time being of any burdened lot shall not place, park or maintain any commercial vehicle with a carrying capacity of 2.5 tonne or greater or any caravan, boat or trailer on the burdened lot or any part of the burdened lot such that any vehicle, caravan, boat or trailer is visible from any street or any abutting or adjacent lot, or to repair any motor vehicle or boat on the burdened lot.

Restriction B shall cease to have any application after the day that is 15 years after the day upon which this plan is registered.



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Victorian Land Registry.

**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: Russell Kennedy Solicitors
Phone: 9609 1555
Address: Level 12, 469 La Trobe Street, Melbourne 3000
Ref: SLW 120940-01774
Customer Code: 1513M

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

Land: *(Insert volume and folio reference) (if part only, define the part)*

Part of volume 10957 folio 862 now being Lot B on PS547624J the whole of the land contained in
certificate of title volume 11225 folio 719

Authority: *(full name and address including postcode)*

Mitchell Shire Council of 113 High Street, Broadford, 3658

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the Authority:

Name of Officer:

DAVID BLORE, ACTING GENERAL MANAGER
PLANNING & ENVIRONMENT

Date:

25 MARCH 2011

RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

AH865185B

29/03/2011 \$105.20 173



MITCHELL SHIRE COUNCIL

and

PRETTY SALLY HOLDINGS PTY LTD

ZANFAM PTY LTD

GOLDEN HILL DEVELOPMENT PTY LTD

K. H. LEONG NOMINEES PTY LTD

SWE CHIN YU

BUEY BUEY NGIAM

TRC (AUST) PTY LTD

and

ROADS CORPORATION

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE *PLANNING AND
ENVIRONMENT ACT 1987***

**SPRINGRIDGE ESTATE – VICROADS
AGREEMENT**

LEVEL 12
469 LA TROBE STREET
MELBOURNE VIC 3000

PO BOX 5146AA
MELBOURNE VIC 3001
DX 494 MELBOURNE

P. +61 3 9609 1555
F. +61 3 9609 1600

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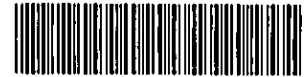


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AH865185B

29/03/2011 \$105.20

173



2010

THIS AGREEMENT is made on 27th January 2011

PARTIES

- 1 **Mitchell Shire Council**
of 113 High Street, Broadford, Victoria 3658
("Council")
- 2 **Zanfam Pty Ltd**
ACN 005 638 746
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

Golden Hill Development Pty Ltd
ACN 085 806 828
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

K H Leong Nominees Pty Ltd
ACN 086 754 672
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

Swe Chin Yu
of 20 Sydney Street, Kilmore, Victoria 3764

Buey Buey Ngiam
of 20 Sydney Street, Kilmore, Victoria 3764

TRC (AUST) Pty Ltd
ACN 137 500 611
of 1/460 Lower Heidelberg Road, Heidelberg Victoria 3084

("Owners")
- 3 **Pretty Sally Holdings Pty Ltd**
ACN 111 744 382
of 20 Sydney Street, Kilmore, Victoria 3764

("Developer")
- 4 **Roads Corporation**
of 80 Denmark Street, Kew, 3101

("VicRoads")

RECITALS / BACKGROUND

- A The Owners are the registered proprietors of the Land.
- B The Owners and Developer are undertaking the Development.
- C Council is the responsible authority pursuant to the Act for the Scheme.
- D VicRoads has particular requirements in relation to the Development.
- E The Owners, the Developer, Council and VicRoads have agreed to enter into this Agreement in order to:



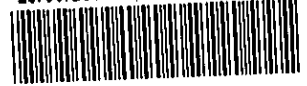
- detail the requirements of VicRoads;
 - define the requirements of VicRoads in respect of the Development both current and future;
 - set out the basis for securing compliance with the VicRoads' requirements.
- F As at the date of this Agreement, the Land is encumbered by Mortgage No. AD968369B in favour of the Mortgagee. The Mortgagee has consented to the Owners entering into this Agreement with respect to the Land.
- G This Agreement is made under Division 2 of Part 9 of the Act and as a Deed of Agreement at common law.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **"Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Agreement"** means this deed, including the recitals and any annexures to this deed.
- 1.3 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **"Detailed Design Plans"** means:
- drawings numbered 35340/2 Revision F Sheets 1 to 22 (inclusive) prepared by Watson's Pty Ltd ("Watson's Drawings") and
 - a covering letter from VicRoads to Watson's Pty Ltd dated 31 March 2010 specifying required modifications to the Watson's Drawings.
- 1.5 **"Developer"** means Pretty Sally Holdings Pty Ltd, or any other entity which may be substituted as the Developer in accordance with this Agreement.
- 1.6 **"Development"** means the development of the Land as the balance of the Springridge Estate generally in accordance with the Development Plan.
- 1.7 **"Development Plan"** means the various plans and documents approved by the Council to meet the requirements of the Development Plan Overlay Schedule 8 in the Scheme including:
- 1.7.1 as amended by the plan and documents prepared by Taylor Development Strategists approved by Council on 26 March 2007; and
- 1.7.2 still incorporating:
- (a) Traffic Impact Report prepared by Ratio Consultants Pty Ltd dated December 2004;
 - (b) Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004;



- (c) Arboricultural Report prepared by Homewood Consulting Services dated 5 December 2004;
- (d) Report on Erosion Issues prepared by Banon Consultants dated November 2004;
- (e) Soil and Water Report prepared by Banon Consultants dated November 2004; and
- (f) Native Grasses Report prepared by Homewood Consulting Services dated 4 December 2004;

PROVIDED the Development Plan approved for the purposes of the Development may be amended from time to time, by the Council in accordance with the Scheme.

- 1.8 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.9 **"GST"** means the goods and services tax as defined in the *GST Act*.
- 1.10 **"Input Tax Credit"** in relation to a supply, means a credit under the *GST Act* for the GST payable by the recipient in respect of the supply.
- 1.11 **"Intersection Works"** means the works (including traffic lights) required at the intersection of the Northern Highway and Darraweit Road, in respect of which this Development shall be partially responsible, as detailed in this Agreement.
- 1.12 **"Land"** means the land (in the Development) described as Lot B on the proposed plan of subdivision prepared by Watsons Urban Development Consultants and Managers dated 1 April 2009 (Ref 35340/Stg 2) Version 7 marked "A" attached to this Agreement at Schedule 1 being part of the land in certificate of title volume 10957 folio 862.
- 1.13 **"Owners"** means the owner or owners from time to time, of the Land or parts of the Land.
- 1.14 **"Plan of Subdivision"** means any Plan of Subdivision registered during the Development, which will include any staged Plan of Subdivision and may, or may not equate to a Stage of the Development.
- 1.15 **"Scheme"** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.16 **"Stage"** means a stage of the Development from Stage 1 to Stage 14 as shown on the Development Plan.
- 1.17 **"Tax Invoice"** in relation to a supply, means an invoice for the supply required by the *GST Act* to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made, namely upon execution by the Owners, Developer, the Council and VicRoads.

3 TERMINATION OF AGREEMENT

This Agreement ends when the Owners and Developer have complied with their obligations under this Agreement or earlier by mutual agreement by all of the parties.

4 OWNERS' AND DEVELOPER'S COVENANTS

4.1 Intersection Works – Northern Highway and Darraweit Road

The Owners and Developer must contribute to the cost of the intersection works required at the intersection of the Northern Highway and Darraweit Road, such contribution calculated, secured and payable as follows:

- 4.1.1 The amount of the contribution is \$430,000.00;
- 4.1.2 The Owners and Developer have requested and the Council has agreed to facilitate or provide a mechanism for securing this payment to VicRoads, in the form of an agreement by Council to make that \$430,000.00 contribution if that becomes necessary. This arrangement between the Owners/Developer and the Council is and must continue to be secured by a Bank Guarantee for \$430,000.00 from the Owner and Developer in favour of the Council;
- 4.1.3 The Owners and Developer must pay the \$430,000.00 to VicRoads by the earlier of 30 June 2010 or upon demand by VicRoads, provided however, if the Owners and Developer fail to pay VicRoads within 14 days of the date of demand or 30 June 2010 (as applicable), then the Council may first call upon the Bank Guarantee for the payment of the \$430,000.00 to the Council and then the Council shall make a payment to VicRoads in the sum of \$430,000.00 effectively on behalf of the Owners and Developer;
- 4.1.4 If the Developer makes the payment of \$430,000.00 directly to VicRoads, then the Council shall release the Bank Guarantee;
- 4.1.5 Without derogating from the effect of any of the sub-clauses within this clause 4.1, the parties acknowledge and agree that until the \$430,000.00 is paid to VicRoads by or on behalf of the Owners and Developer, no further Statement of Compliance for any stage of any Plan of Subdivision in respect of the Development shall be issued.

4.2 Springridge Estate – Main Access (detailed design and traffic lights)

The Owners and Developer must complete various road works and make particular contributions towards road infrastructure required at the Northern Highway at the main entrance to the Springridge Estate as follows:

- 4.2.1 It is recognised that prior to the consent of VicRoads to the issue of any Statement of Compliance for any further stage of a Plan of Subdivision of the Development, works to the satisfaction of VicRoads in accordance with the Detailed Design Plans must (to the extent they have not already been satisfactorily completed to VicRoads' standard), be completed;
- 4.2.2 Traffic signals as contemplated under clause 4.3.

4.3 Traffic Signals

Prior to the issue of a Statement of Compliance for the fourth stage of the Plan of Subdivision (which at the date of this Agreement is Stage 4 of the Plan of Subdivision), the Owners and Developer must install traffic signals as follows:

- 4.3.1 The traffic signals must be constructed in accordance with the Detailed Design Plans and to VicRoads' satisfaction; and
- 4.3.2 No further modifications to the works required under clause 4.2.1 of this Agreement will be required by VicRoads (other than line marking on roads, the development of conduits, changes to road signage and the like) in installing the traffic signals required by this clause 4.3; and
- 4.3.3 The total cost of all works associated with the installation of the traffic signals must be borne by the Owners and Developer; and
- 4.3.4 The Owners and Developer agree to maintain and guarantee the traffic signals for a period of 10 years following installation to VicRoads' satisfaction.

4.4 Individual Lot Liability and release of this Agreement

- 4.4.1 The Council and VicRoads acknowledge that the obligations in this Agreement are held by the Developer and the current Owners as participants in the Development, or some subsequent Owner and Developer of the Land (if any), with the intention being that none of the obligations are intended to encumber purchasers of individual lots created.
- 4.4.2 This Agreement will cease to apply to particular individual lots upon the Council's issue of a statement of compliance for the relevant Stage in which that lot is located.

5 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER

5.1 Payment of Council's and VicRoads' costs

The Owners and the Developer agree to pay on demand to the Council and VicRoads, the Council's and VicRoads' costs and expenses (respectively) (including any legal fees incurred on a solicitor/client basis) of and incidental to the preparation, negotiation, execution, registration and enforcement of this Agreement.

5.2 Indemnity

The Owners and the Developer covenant to indemnify and keep the Council and VicRoads and their respective officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to any non-compliance with this Agreement by the Developer and or the Owners. However the Developer shall not be liable for any acts or omissions of any Owner who is not an Owner at the time of execution of this Agreement.



5.3 Standard of Works

The Owners and the Developer covenant to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost (unless specified to be the cost of another party) and to the satisfaction of VicRoads and the Council.

5.4 Council and VicRoads Access

The Owners and the Developer covenant to allow the Council and VicRoads and their respective officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

5.5 Owners' warranty

The Owners warrant and covenant that:

- 5.5.1 the Owners are the registered proprietors of the Land and are also the beneficial owners of the Land;
- 5.5.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 5.5.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 5.5.4 the Owners will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5.6 Step In Developer

In any case where the Owner wishes to replace or for some reason it is otherwise sought to replace, either in part or in total, the Developer of the Land, such replacement shall be subject to:

- 5.6.1 acknowledgement by the Owners, via this sub-clause that no further development can occur without compliance with this clause 5.6;
- 5.6.2 VicRoads' and Council's prior written consent, which shall not be unreasonably withheld, and
- 5.6.3 on the basis of such replacement, the Developer agreeing to execute an agreement with the Council and VicRoads and the Owners on similar terms to this Agreement.

5.7 Order of Development

The Development shall commence with Stage 1 and proceed chronologically through to Stage 14, unless otherwise approved by the Council via a change to the Development Plan.

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6 GOODS AND SERVICES TAX

6.1 Definitions and Expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

6.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

6.3 Liability to pay any GST

Subject to clause 6.4 in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

6.4 Tax Invoice

A party's right to payment under clause 6.3 is subject to a Tax Invoice being delivered to the Recipient.

7 GENERAL

7.1 No Fettering of Council's or VicRoads' powers

This Agreement does not fetter or restrict the Council's or VicRoads' power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any Plans of Subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

7.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

7.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.



8 NOTICES

8.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's address set out in this Agreement;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 8.1.4 by facsimile to the person's current number notified to the other party.

8.2 Time of service

A notice or other communication is deemed served:

- 8.2.1 if served personally or left at the person's address, upon service;
- 8.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 8.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 8.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

9 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 9.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 9.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 9.5 words importing one gender include other genders;
- 9.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 9.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 9.7.1 two or more parties; or

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9.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

- 9.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 9.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 9.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 9.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 9.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 9.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 9.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as a deed.


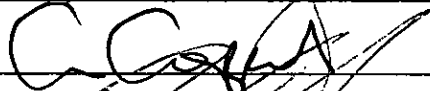
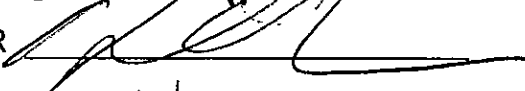
THE COMMON SEAL OF THE MITCHELL SHIRE COUNCIL WAS
HERETO AFFIXED IN THE PRESENCE OF:

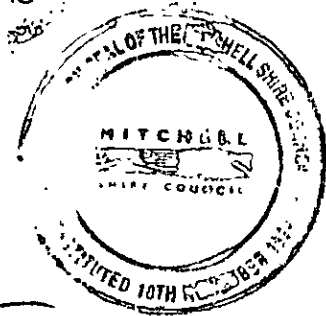
COUNCILLOR

COUNCILLOR

CHIEF EXECUTIVE OFFICER

DATE




27/1/11

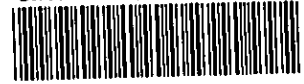


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THE COMMON SEAL of PRETTY SALLY HOLDINGS PTY LTD was affixed in the presence of authorised persons:

☒ Simon Yu
Director

☒ Simon Yu
Full name

☒ 20 Sydney ST KILMORE VIC 3764
Usual address

☒ KAM LEONG
*Director/secretary (Delete whichever is inapplicable)

☒ KAM LEONG
Full name

☒ 23 HOLLY CT., GOWANBRAE, VIC 3043
Usual address

THE COMMON SEAL of ZANFAM PTY LTD was affixed in the presence of authorised persons:

☒ Simon Yu
Director

☒ Simon Yu
Full name

☒ 20 Sydney ST KILMORE VIC 3764
Usual address

Power of Attorney Dated 20/7/2009

☒ Simon Yu
*Director/company secretary
*Delete whichever is inapplicable

☒ Simon Yu
Full name

☒ Simon Yu
Usual address

THE COMMON SEAL of GOLDEN HILL DEVELOPMENT PTY LTD was affixed in the presence of authorised persons:



☒ Simon Yu
Director

☒ Simon Yu
Full name

☒ 20 Sydney ST KILMORE VIC 3764
Usual address

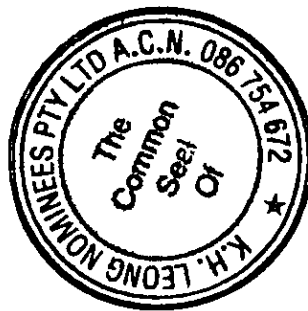
☒ Simon Yu
*Director/company secretary
*Delete whichever is inapplicable

☒ Simon Yu
Full name

☒ Simon Yu
Usual address

11

THE COMMON SEAL of K.H. LEONG
NOMINEES PTY LTD was affixed in the
presence of authorised persons:



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Director

Full name

Usual address

*Director/company secretary

Full name

*Delete whichever is inapplicable

Usual address

SIGNED SEALED AND DELIVERED
by **SWE CHIN YU** in the presence of:

Witness

SIGNED SEALED AND DELIVERED
by **BUEY BUEY NGIAM** in the presence of:

Witness

12

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THE COMMON SEAL of TRC (AUST) PTY LTD was affixed in the presence of authorised persons:)
)
)

X sign [Signature] X Simon Yu
Director Full name

X sign 20 Sydney ST Kilmore VIC 3764
Usual address Power of Attorney Dated 11/8/2009

X sign _____
*Director/secretary *Delete whichever is inapplicable Full name

X sign _____
Usual address

The OFFICIAL SEAL of the ROADS CORPORATION was hereunto affixed in the presence of:

[Signature]

Signature of authorised officer

Steve Brown

Executive Director - Regional Services

Name of authorised officer

[Signature]

Signature of authorised officer

KATHERINE NAVARRO

SENIOR LAWYER

Name of authorised officer

MORTGAGEE'S CONSENT

National Australia Bank Ltd as Mortgagee of registered mortgage No. AD968369B consents to the Owners 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 its Attorney ([Signature]) who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page 025 Item number 35) in the presence of

[Signature]
Signature of Attorney

[Signature]
Signature of Witness

Heath Nelson Grant
Name of Witness (please print)



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 10/07/2025 02:29:43 PM

Status	Registered	Dealing Number	AX405075P
Date and Time Lodged	31/10/2023 01:31:28 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9005576

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11287/952
11872/785
11953/968
12252/487
12474/302

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	31 OCTOBER 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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Date

19/10/2023

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 625 Northern Highway, Wallan

Mitchell Shire Council

and

The Owners in Schedule 1

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 19/10/2023

Parties

Name	Mitchell Shire Council
Address	Municipal Offices, High Street, Broadford, Victoria
Short name	Council
Name	The Owners in Schedule 1
Address	As set out in Schedule 1
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. The Owner is developing the Subject Land for the purposes of a residential subdivision generally in accordance with a development plan approved under Development Plan Overlay Schedule 8.
- D. The Owner sought to make changes to the Approved Development Plan and Council opposed those changes. The Owner initiated Application for Review P573/2022 in the VCAT. The parties agreed to Terms of Settlement and have asked the VCAT to make an order by consent consistent with the Terms of Settlement approving the development plan set out and described in the Terms of Settlement.
- E. In addition to the matters set out in the Terms of Settlement the Owner has agreed to provide the Community Centre Site to Council in accordance with the terms and conditions set out in this Agreement.
- F. The First Agreement applies to the Subject Land. The Parties have agreed to end the First Agreement and to have this Agreement deal with the matters set out in the First Agreement.
- 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.



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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 Deed.

Approved Development Plan means the development plan which was approved by Council on 15 September 2017.

Amended Approved Development Plan means the development plan as described in the Terms of Settlement and approved by the Tribunal in Proceeding number P573/2022.

Community Centre Site means the site described in the Amended Approved Development Plan as the Community Centre site.

Community Centre Site Plans means the plans attached to this Agreement at Annexure B.

Current Address means:

- (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, mail@mitchell.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.

Community Infrastructure Levy means the levy described in clause 5.1 of this Agreement which is required to be paid to Council in respect of each Residential Lot or each Dwelling as the case may be, and to be used by Council for the provision of social and community infrastructure.

Dwelling has the same meaning as in the Planning Scheme.

First Agreement means the section 173 agreement recorded in dealing number AH931401G.

Indexed means an annual adjustment to the Community Infrastructure Levy on 1 July each year using the Consumer Price Index (all groups) Australia as the adjustment index.



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Landscape Plans means any landscape plan that is approved under a planning permit in relation to any reserves or public land upon the subdivision or development of the Subject Land;

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Projects or other infrastructure that is in the nature of regional or state infrastructure.

Maintain includes pruning vegetation, removing dead vegetation and noxious weeds, replacing dead vegetation with vegetation of the same or substantially the same indigenous species, pest and disease control and rubbish removal, all to Council's satisfaction.

MDD means maximum dry density.

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

North West Precinct means that part of the Subject Land which is north of the existing Low Density Residential Zone and south of the proposed alignment of the proposed Springridge Blvd.

Northern Plantation Land means the 10 metre wide setback for plantation buffer zone at the northern boundary of the Subject Land as identified on the Approved Amended Development Plan.

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

Party or parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

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

Proceeding means VCAT proceeding P573/2022.

Residential Lot means a lot which in the opinion of Council is designed and sized so as to be developed as a Dwelling without further subdivision.

Schedule means a schedule to this Agreement.

Stage either alone or followed by a reference to a stage number is a reference to a stage or a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a planning permit for the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act* 1988.



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Subject Land means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Terms of Settlement mean the Terms of Settlement attached as Annexure “A” to this Agreement.

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:

- 3.1.1 record the terms and conditions on which Council and the Owner have resolved the Proceeding;
- 3.1.2 to make provision for the Community Centre Site;
- 3.1.3 to make provision for payment of the Community Infrastructure Levy and other matters;
- 3.1.4 to make provision for the matters set out in the First Agreement which are of a continuing nature; and
- 3.1.5 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



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4. Agreement required

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

5. Owner's specific obligations

5.1 Payment of Community Contributions Levy

The Owner covenants and agrees that:

- 5.1.1 the Community Infrastructure Levy is the present day amount of \$1799 ex GST per Residential Lot or per Dwelling as at 1 July 2023 Indexed each year to the date that the Community Infrastructure Levy is paid
- 5.1.2 the Owner must pay Community Infrastructure Levy to Council in respect of each Residential Lot;
- 5.1.3 subject to clause 5.1.5, the Community Infrastructure Levy must be paid prior to and as a precondition of the issue of a Statement of Compliance for any Stage of the subdivision of the Subject Land or where there is no subdivision prior to the issue of a building approval under the *Building Act 1993* for any Dwelling;
- 5.1.4 if within 12 months of the date of this Agreement the Owner pays the Community Infrastructure Levy for every Residential Lot as described in the Amended Approved Development Plan except for the Dwellings that may be constructed on the Superlots, the amount of the Community Infrastructure Levy is the amount calculated by reference to clause 5.1.1 but discounted by 10%; and
- 5.1.5 the Community Infrastructure Levy in respect of a Dwelling that may be constructed on the Superlots and any Dwelling which is in addition to the Residential Lots shown in the Amended Approved Development Plan must be paid to Council prior to the issue of a building approval under the *Building Act 1993* in respect of that Dwelling at the rate set out in clause 5.1.1.

5.2 Community Centre Site

The Owner covenants and agrees that:

- 5.2.1 unless Council agrees to a different time, the lot comprising the Community Centre Site must be transferred to Council at no cost or consideration to Council as part of the first stage of the subdivision of the North West Precinct or where the first stage of the Subject Land is not lodged for registration by the 3rd anniversary of the date of this Agreement then the Community Centre Site must be transferred to Council on the 3rd anniversary of the date of this Agreement;
- 5.2.2 the Community Centre Site's area, dimensions and topography must be generally in accordance with the Community Centre Site Plans unless Council has first agreed in writing to a different area, dimension or topography;
- 5.2.3 prior to the transfer of the Community Centre Site to Council the Owner must provide a letter from a suitably qualified environmental consultant appointed by the Owner that only clean uncontaminated fill has been used to create or prepare the Community Centre Site sufficient for Council to satisfy the Department of Education and Training's requirements for child services;



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- 5.2.4 all earthworks in connection with the creation or preparation of the Community Centre Site must be conducted so as to achieve minimum compaction densities of 98% MDD;
- 5.2.5 the Community Centre Site is to be provided with fencing to each boundary save for the frontage to Springridge Blvd and the fencing to the western boundary is to be 1.8 metre timber paling fencing ;
- 5.2.6 retaining wall structures are to be constructed of a masonry material;
- 5.2.7 the retaining wall structures to the western boundary of the Community Centre Site as shown on the Community Centre Site Plans may with the written agreement of Council or must at the direction of Council, be constructed as benched with one step of approximately two metres for landscaping purposes (by others) between two retaining wall structures;
- 5.2.8 all utility services must be available at the boundary of the Community Centre Site for connection with sufficient capacity for a community centre; and
- 5.2.9 the final levels of the Community Centre Site must be such as to provide for the flow of water in a manner that will not cause any erosion to any benching or terraces provided to the Springridge Blvd frontage of the Community Centre Site until the Community Centre Site is developed by Council.

5.3 Landscaping and Maintenance of Reserves

The Owner covenants and agrees that:

- 5.3.1 within 30 days of the approval by Council of the plans and specifications for engineering works required for the plan of subdivision that creates a Reserve, a Landscape Plan must be submitted to Council for approval for each Reserve and the Landscape Plan must comply with the principles set out in the landscape plan endorsed under any relevant planning permit or landscape principles approved by Council under the Approved Development Plan or any prior planning permit for the development of the land referred to in the Amended Approved Development Plan;
- 5.3.2 within 30 days of receiving a Landscape Plan under clause 5.3.1 Council must either
 - (a) approve the Landscape Plan; or
 - (b) provide advice as to the amendments required by Council and in that event, the Landscape Plan must be resubmitted for approval.
- 5.3.3 the Owner must procure at its own cost:
 - (a) the carrying out of all landscaping works in accordance with any relevant approved Landscape Plan to the satisfaction of Council; and
 - (b) the installation of any recreational furniture, play equipment or apparatus or any other recreational equipment, where all such furniture, equipment and apparatus meets Council's health and safety and other requirements to the Council's satisfaction.
- 5.3.4 the Owner must at its own cost Maintain all landscaping of reserves and public areas (save for the Community Centre Site) in accordance with the Landscape Plans for a period of not less than 12 months from the date of the practical completion of the landscaping;



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5.3.5 prior to the handing over to Council of the responsibility for the maintenance of the Reserves, the Owner must procure the:

- (a) provision of as constructed plans of the landscaping works to Council;
- (b) establish a maintenance regime to an agreed level with Council in accordance with the Landscape Plans;
- (c) advise Council of any proposed hand over date;
- (d) invite Council to carry out an inspection of the landscaping jointly with a representative of the Owner; and
- (e) rectify any defects reasonably identified by Council in the joint inspection of the landscaping –

and upon the Owners satisfying the requirements of this clause, Council will provide written advice to the Owner that it accepts the relevant landscaping works.

5.4 Landscaping and Maintenance of Northern Plantation Land

The Owner covenants and agrees that

- 5.4.1 it must landscape the Northern Plantation Land to the satisfaction of Council in accordance with any relevant Landscape Plan (which, as at the date of this Agreement, has been satisfied by the Owner); and
- 5.4.2 where part of the Northern Plantation falls within a Residential Lot, the owner of that Residential Lot must Maintain the landscaping of the Northern Plantation Land to the satisfaction of Council

5.5 Lot Characteristics

The Owner covenants and agrees that any Plan of Subdivision must contain requirements or restrictions regarding the following to the satisfaction of Council:

- 5.5.1 single storey and building covenants or restrictions on those Residential Lots in respect of which Council considers it appropriate, acting reasonably;
- 5.5.2 building envelopes in respect of any Residential Lots for which Council considers it appropriate in order to show that the Residential Lots will be used in accordance with the performance capabilities of the Residential Lots.

5.6 No further subdivision

The Owner covenants agrees that upon the registration of a Plan of Subdivision, no lot created by that Plan of Subdivision (other than a superlot) may be further subdivided.

5.7 Old Sydney Road

Council covenants and agrees that all moneys that it has received in respect of Clause 10 of the First Agreement (if any) must be returned to the Owner within 60 days of the date of execution of this Agreement.



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5.8 Ending of obligations

For the avoidance of doubt, save for the ongoing obligations under Clauses 5.4.2, 5.5 and 5.6 of this Agreement, the Owner's obligations under this Agreement cease in respect to a Residential Lot, upon the registration of the plan of subdivision creating that Residential Lot.

6. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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 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.

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 reasonable legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing and recording of this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

The Owner agrees:

- 7.4.1 the Owner must pay to Council interest in accordance with section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date; and



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- 7.4.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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

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

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;
- 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.



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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.

11.7 Consent to electronic execution

A party may sign this Agreement, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.

11.8 Counterpart if electronic execution used

The parties agree that if any party signs this Agreement under clause 11.7, then:

- 11.8.1 an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and
- 11.8.2 a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.

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.



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13. Commencement of Agreement

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

14. Amendment of Agreement

14.1 This Agreement may be amended in accordance with the Act.

14.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

15. Ending of First Agreement

15.1 The First Agreement ends immediately upon execution of this Agreement.

15.2 Once this Agreement is recorded on the register of the Subject Land, Council will, within 10 business days following a request from the Owner and at the cost of the Owner:

15.2.1 execute all documents necessary to make an application to the Registrar of Titles under section 183 of the Act to cancel the recording of the First Agreement on the register of the Subject Land; and

15.2.2 lodge an application to the Registrar of Titles under section 183 of the Act to cancel the recording of the First Agreement on the register of the Subject Land.

16. Recording of Agreement

Council must apply 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 within 10 business days of the date of this Agreement.



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Schedule 1

Owners

- Buey Buey Ngiam of 10 Pumice Court, Keilor East, Victoria
- K.H. Leong Nominees Pty Ltd ACN 086 754 672 of 10 Pumice Court Keilor East Vic 3033
- TRC (Aust) Pty Ltd ACN 137 500 611 of 10 Pumice Court, Keilor East, Victoria

Subject Land

Address: 625 Northern Highway, Wallan

Certificates of Titles:

- Volume 12474 Folio 302
- Volume 11953 Folio 968
- Volume 12252 Folio 487
- Volume 11287 Folio 952
- Volume 11872 Folio 785



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Signing Page

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

SIGNED for and on behalf of **MITCHELL SHIRE**

COUNCIL by Suzane Becker as
MANAGER DEVELOPMENT APPROVALS and pursuant
to an instrument of delegation dated 30th June 2014
which it is certified has not been revoked or varied in the
presence of:

Naveen
Kumar

Digitally signed by
Naveen Kumar
Date: 2023.09.25 18:21:31
+10'00'

Signature of Witness

Naveen Kumar

Full name of Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the
Electronic Transactions (Victoria) Act 2000.

Executed as a deed by K.H. Leong Nominees Pty)
Ltd ACN 086 754 672 by its Attorney under a Power of)
Attorney dated 29 April 2023 in the presence of:)

DocuSigned by:

Nathaniel Leong

DFE30D7B1DCFA77...

DocuSigned by:

Daniel Spiteri

28E0F9E9ACAF416...

Witness

Daniel Spiteri

Full name of Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the
Electronic Transactions (Victoria) Act 2000.



Maddocks

Executed as a deed by TRC (Aust) Pty Ltd ACN 137)
500 611 by its Attorney under a Power of Attorney)
dated 29 April 2023 in the presence of:)

DocuSigned by:

Nathaniel Leong

DFF30D7B1DCF477...

DocuSigned by:

Daniel Spiteri

28E0F9E9ACAF416...

Witness

Daniel Spiteri

Full name of Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the
Electronic Transactions (Victoria) Act 2000.

Signed sealed and delivered by Buey Buey Ngiam)
by his Attorney under Power of Attorney dated 29 April)
2023 in the presence of:)

DocuSigned by:

Nathaniel Leong

DFF30D7B1DCF477...

Signature

DocuSigned by:

Daniel Spiteri

28E0F9E9ACAF416...

Signature of witness

Daniel Spiteri

Print full name of witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the
Electronic Transactions (Victoria) Act 2000.



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Mortgagee's Consent

National Australia Bank LTD as Mortgagee under instruments of mortgage no's. AS940895E, AS940894G, AS940892L, and AS940893J 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.

Dated this 19th day of OCTOBER 2023

EXECUTED by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney

ANITA BROUGHILL
SENIOR BUSINESS
BANKING MANAGER

who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

Attorney

Signature of Witness



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Annexure A

Terms of Settlement

IN THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL
PLANNING AND ENVIRONMENT LIST

VCAT Ref No. P573/2022

BETWEEN

SYNERGY LIVING DEVELOPMENTS PTY LTD

Applicant

and

MITCHELL SHIRE COUNCIL

Responsible Authority

TERMS OF SETTLEMENT - REQUEST FOR CONSENT ORDER

The parties request that the Tribunal make the following orders by consent as settlement of this proceeding.

Approval of Development Plan

1. In application number P573/2022, the Responsible Authority's decision is set aside and the Development Plan comprising the following documents:
 - Springridge North West Precinct Design Response Plan, Version C dated 16 August 2023;
 - Springridge Concept Plan, Version J dated 16 August 2023;
 - Springridge Development Plan, Version G dated 16 August 2023; and
 - Springridge North West Precinct Concept Plan, Version H dated 15 August 2023.

is approved as the Development Plan for the purposes of Development Plan Overlay – Schedule 8.

2. No orders as to costs.

.....
Hall & Wilcox for the Applicant

.....
Maddocks for the
Responsible Authority



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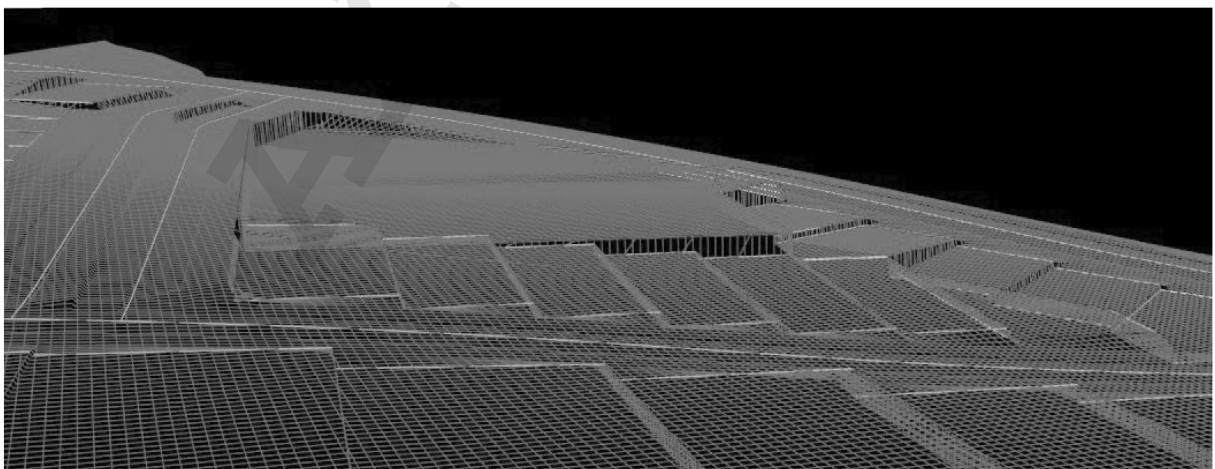
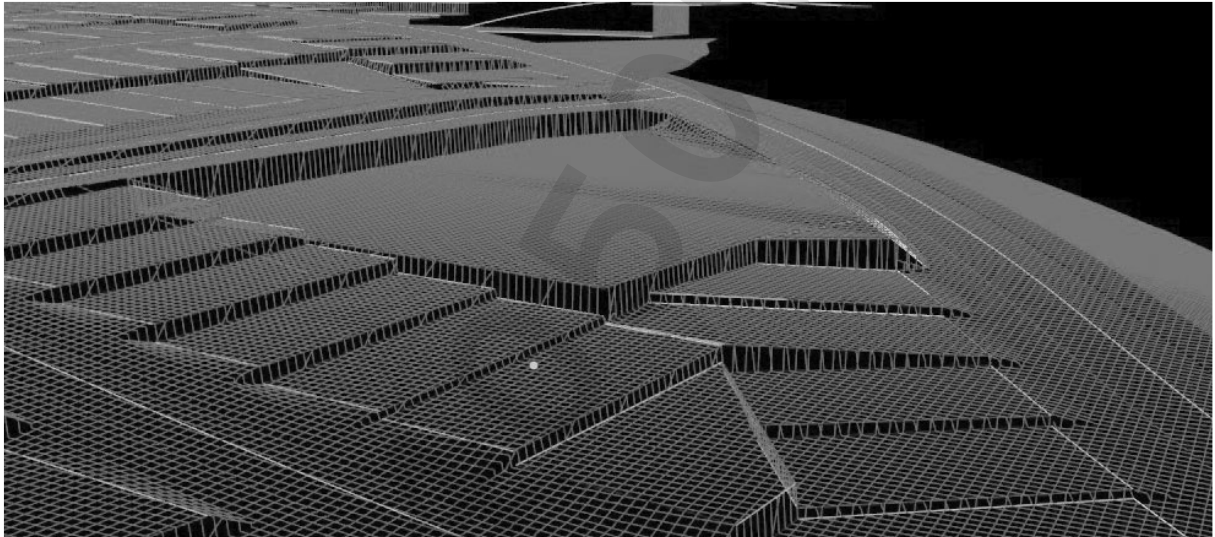
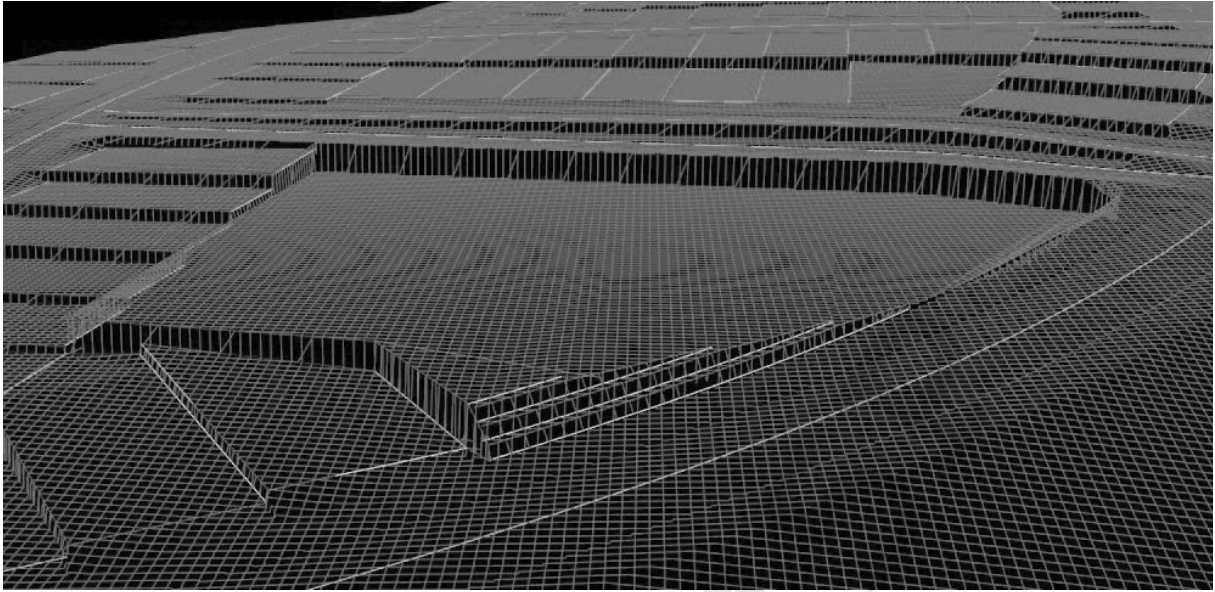
Annexure B

Community Centre Site Plans



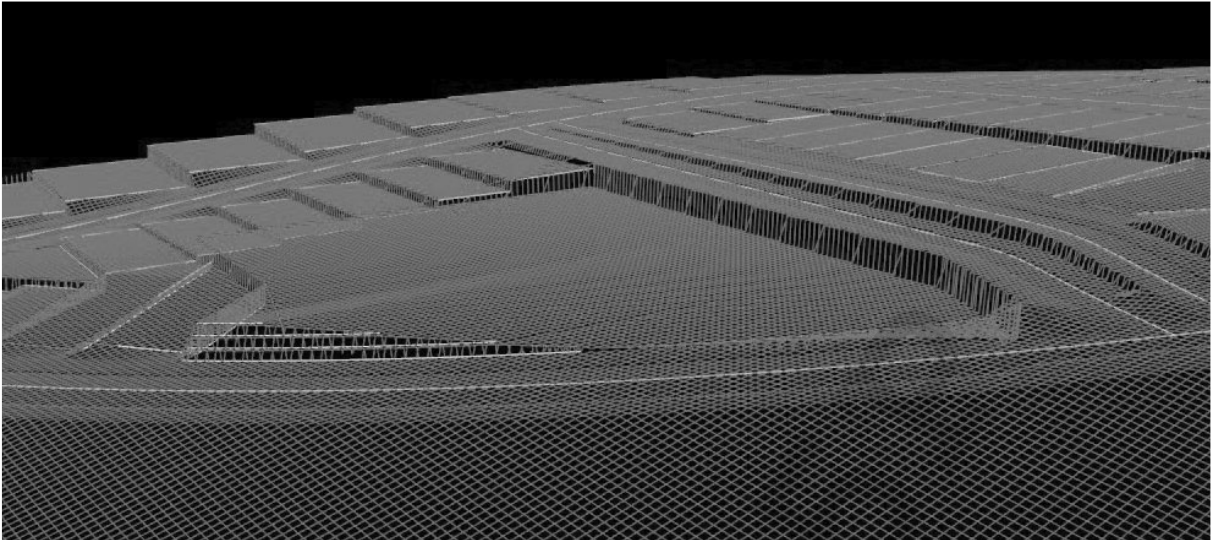


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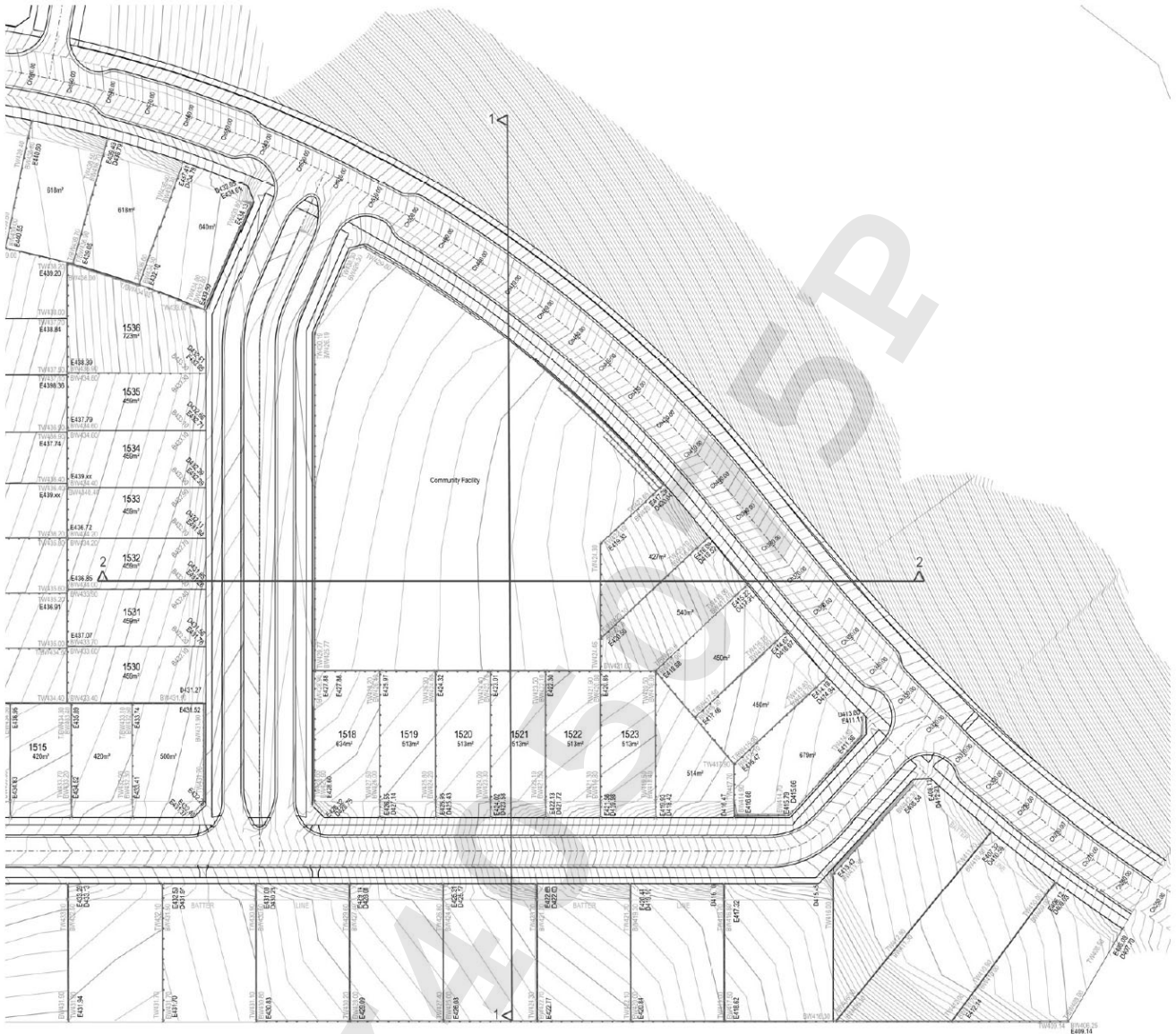
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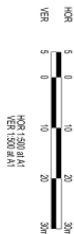
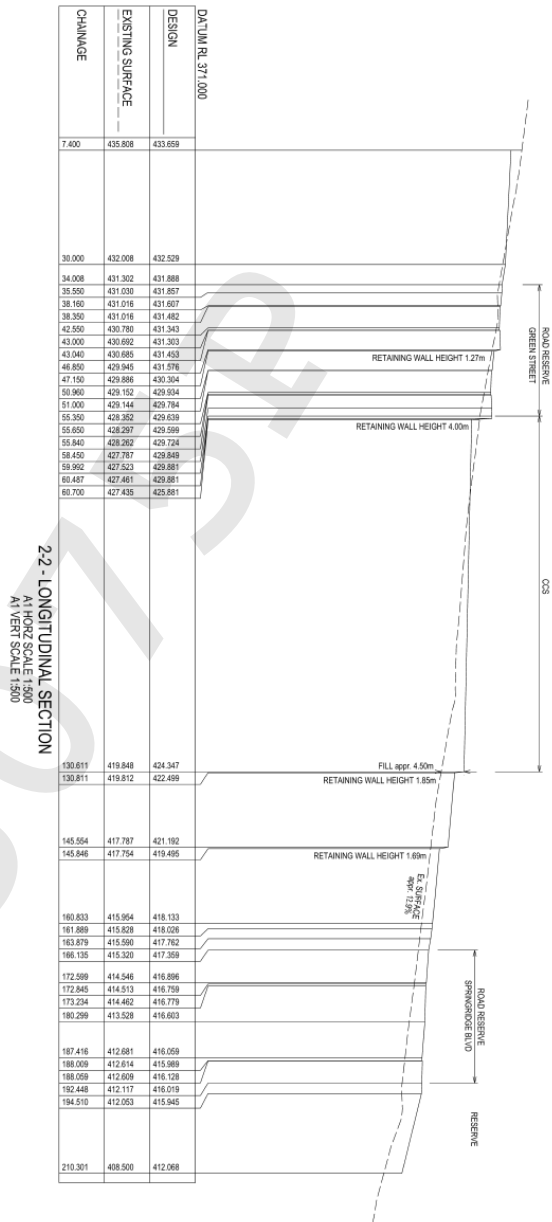
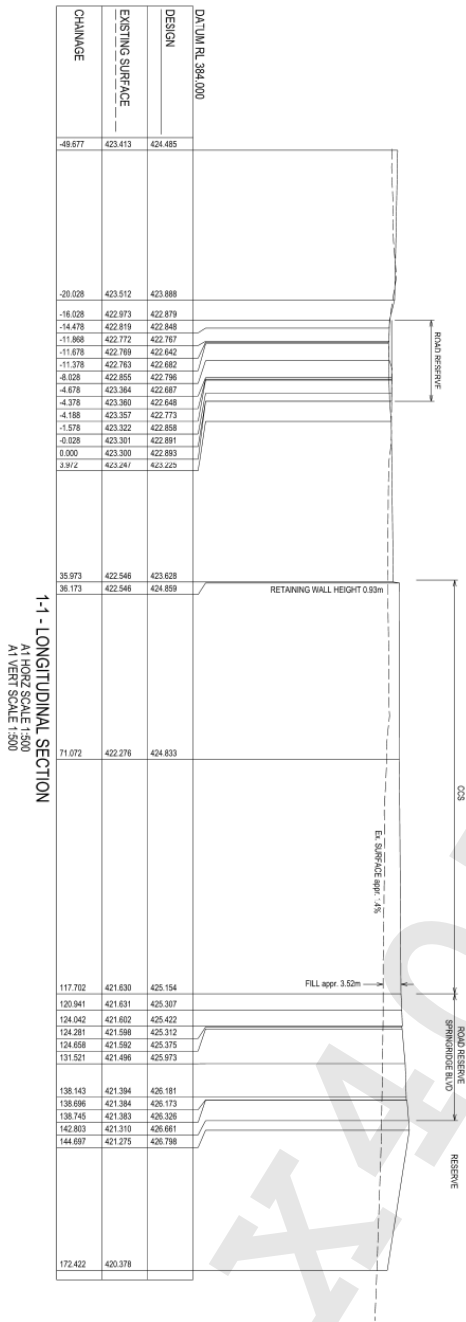


AX40507



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AG432820B

01/04/2009 \$99.90 110



Statement of Compensation Paid
Section 110(2) Planning and Environment Act 1989

Privacy Collection Statement

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

Lodged at the Office of Titles by:

Name: Garland Hawthorn Brahe
Phone: 9629 5551
Address: Level 20, 31 Queen Street, Melbourne
Ref: JM:613239
Customer Code: 841Y

The Applicant having paid compensation to the Owners or Occupiers requests that a recording of this Statement be made in the Register for the land.

Land for which compensation has been paid:
Certificate of Title Volume 10957 Folio 862

Applicant: Roads Corporation of 80 Denmark Street Kew Victoria 3101

Owners or Occupiers:
Buey Buey Ngiam, Swe Chin Yu, Zanfam Pty Ltd, K H Leong Pty Ltd and Golden Hill Development Pty Ltd of 15 Woodlawn Street Richmond 3121

Details of Compensation:
Pursuant to a Deed of Release dated 6 November 2008

Amount paid: \$2,800,000

Reason for compensation:
Financial Loss due to refusal to grant a permit

Section and Act under which compensation paid:
Section 98(2) of the Planning and Environment Act 1989

Signature for Applicant:

A handwritten signature in black ink, appearing to read 'Alan Bull'.

Name of Officer: Alan Bull

Date: 19 March 2009

FORM 2**Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

Building Permit No. CBS-U 66127/6371977165621**Issue to**

Agent of Owner: **Sonia Kumari**
Postal Address: **7 Whithers Road, BAYSWATER VIC**
Email: amanpataria@yahoo.com.au
Address for serving or giving of documents:

7 Whithers Road, BAYSWATER VIC
Contact Person: **Sonia Kumari**

Postcode: **3153**
Telephone: **0434 131 810**

Postcode: **3153**
Telephone: **0434 131 810**

Ownership Details

Owner: **Patara Group Pty Ltd**
Postal Address: **10 Marigold Way, WALLAN VIC**
Email: amanpataria@yahoo.com
Contact Person: **Patara Group Pty Ltd**

Postcode: **3756**Telephone: **0434 131 810****Property Details**

Number: **10** Street/Road: **Marigold Way**
Lot/s: **1020** LP/PS: **847346N**
CA: **n/a** Section No: **n/a**
Municipal District: **Mitchell Shire Council**

Suburb: **Wallan**Postcode: **3756**Volume: **12549**Folio: **031**Parish: **Wallan Wallan**County: **n/a****Builder**

Name: **SRC Homes PTY LTD**
Telephone: **0424 881 295**
Registration no.: **CDB-U 100537**
Postal Address: **36 Edmund Drive, TARNEIT VIC**
Postcode: **3029**

Domestic Builder - Unlimited

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Mamady Camara	Domestic Builder - Unlimited	DP-AD 41662
Sumit Thubrikar	Engineer - Civil & Structural	PE0011126

Details of Domestic Building Work Insurance

Name of Builder: **SRC Homes PTY LTD**
Name of Issuer or Provider: **Master Builders Insurance Brokers PTY LTD**
Policy Number: **C898514**
Policy cover: **\$300,000.00**

Nature of Building Work

Construction Of A New Single Storey Dwelling & Associated Garage
Storeys contains: **1**
Version of BCA applicable to permit: **BCA Vol 2 2022**
Stage of Building Work Permitted: **Entire - Dwelling & Associated Garage**
Cost of Building Work: **\$330,000.00**
Total floor area of new building work m²: **210**

BCA Classification

Part of Building: **Dwelling**
Part of Building: **Associated Garage**

Class: **1a(a)**Class: **10a**

Prescribed Reporting Authorities

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Mitchell Shire Council

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

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

Commencement and Completion

This building work must commence by 28 October 2025

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

This building work must be completed by 28 October 2026

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

Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:
Address:
Email:
Building practitioner registration no.:
Municipal district:

Opes Permits Pty Ltd
PO BOX 2042, Oak Park VIC 3046
admin@opesbs.com.au
CBS-U 66127
Mitchell Shire Council

Designated Building Surveyor

Name:
Permit no.:
Building practitioner registration no.:
Date of issue of permit:
Signature:

Mehmet Yuksel
CBS-U 66127/6371977165621
BSU-44430
28 October 2024



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20244027

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/6371977165621

Property Details

Address: 10 Marigold Way, Wallan Vic 3756
Lot: 1020
CA: n/a
Municipality: Mitchell Shire Council
LP/PS: 847346N
Volume: 12549
Parish: Wallan Wallan
Section: n/a
Folio: 031
County: n/a

Building permit details

Building permit number: CBS-U 66127/6371977165621
Version of BCA applicable to building permit: BCA Vol 2 2022

Building Details

Part of building to which permit applies: Entire - Dwelling & Associated Garage
Permitted Use: Residential
BCA Class of building: 1a(a), 10a
Maximum Permissible Floor Live Load: Dwelling Floor 1.5 kPa, Roof 0.25 kPa
Garage Floor 2.5 kPa & Roof 0.25 kPa
Stores contained 1

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Mitchell Shire Council


Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Bored Piers Inspection	21/11/2024
Pre-Slab Inspection	12/12/2024
Slab-Steel Inspection	19/12/2024
Frame Inspection	03/02/2025
Final Inspection	29/05/2025

Relevant Building Surveyor:

Name: **Mehmet Yuksel**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **BSU-44430**
Municipal district name: **Mitchell Shire Council**
Certificate no.: **CBS-U 66127/6371977165621 - Occupancy Permit**
Date of issue: **13 June 2025**
Date of final inspection: **29 May 2025**
Signature: 



113 High Street, Broadford VIC 3658
T (03) 5734 6200
F (03) 5734 6222

E emitchell@mitchellshire.vic.gov.au
www.mitchellshire.vic.gov.au
ABN 77 352 502 142

Paid

Supplementary Valuation Notice
1 July 2024 to 30 June 2025



Patara Group Pty Ltd
25 Grimsthorpe Place
MERENDA VIC 3754

Issue Date

28 August 2024

Property Number

131228

Overdue Pay Now

\$10.69

025
RD_5050

Property 10 Marigold Way, WALLAN VIC 3756 Lot 1020 PS 847346 Vol 12549 Fol 031			
Valuation	New	Previous	Difference
Site Value	\$243,000	\$0	\$243,000
Net Annual Value	\$12,150	\$0	\$12,150
Capital Improved Value (CIV)	\$243,000	\$0	\$243,000
Market Level Date: 01/01/2024		Valuation Effective Date: 01/07/2024	
Reason for Supplementary Valuation: New Assessment			
Adjustments for period from: 01/07/2024 to 30/06/2025			
COUNCIL: Rates and Charges			
Gen Rate - Vacant Land	\$243000 x 0.00466888		\$1,134.50
Municipal Charge	1 x \$199.35		\$199.35
Total Council Rates and Charges			\$1,333.85
STATE GOVERNMENT: Fire Services Property Levy			
AVPCC: 100 - Vacant Residential Dwelling Site/Surveyed Lot			
Fire Service Levy Residential Fixed	1 x \$132		\$132.00
Fire Service Levy Residential Variable	\$243000 x 0.000087		\$21.10
Total State Government Fire Services Property Levy			\$153.10
Payments & Adjustments			\$10.69
Payments received after 3 September 2024 have not been deducted from the amount due on this notice.			

Instalment 1
Due 30/09/2024

\$370.95

Instalment 2
Due 30/11/2024

\$372.00

Instalment 3
Due 28/02/2025

\$372.00

Instalment 4
Due 31/05/2025

\$372.00

Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.

Total Amount Payable

\$1,497.64

For more payment options please turn over. If you are having difficulties paying please contact Council.

Overdue amounts shown on this notice are payable immediately unless a formal payment arrangement has been agreed to and is up to date. If you are having difficulties making payment please contact the Revenue Services Team to discuss your options.

You may receive a rates reminder notice from us by SMS when your rates are close to their due date or if you're late paying your rates.

Please note the instalment 1 due date on this notice has been extended to 31st October 2024



Billers Code 93807
Ref: 1312289



Billers Code 93807
Ref#: 1312289

INTERNET Go to www.bpoint.com.au
PHONE 1300 BPOINT



Billpay Code: 9190
Ref: 1312 2827



View and pay this bill using internet banking

BPAYview Registration No.: 1312289



*71 190 131228 27



Receive your rates notices via email
Register now at mitchellshire.enotices.com.au
with eNotices reference number

4998C4C29Q



Your quarterly bill

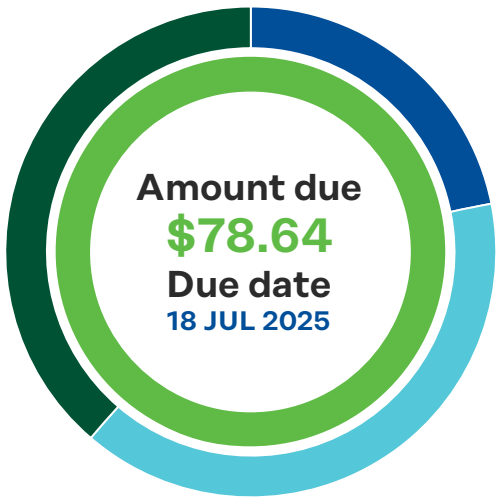


Emailed to: amanpataria@yahoo.com.au
PATARA GROUP PTY LTD, TRUSTEE OF A TRUST
PATA
25 GRIMSTHORPE PL
MERNDA VIC 3754

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	57 8597 3697
Invoice number	5789 1640 44969
Issue date	27 Jun 2025
Property address	10 MARIGOLD WAY WALLAN
Property reference	5291768, PS 847346
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

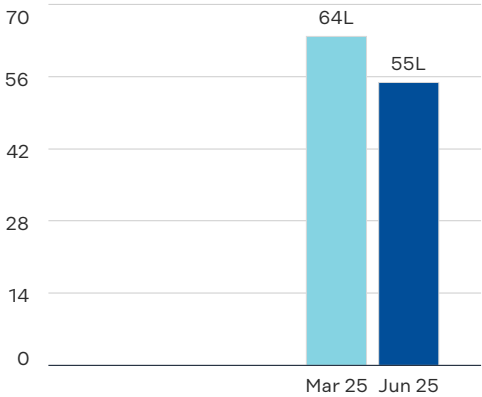
Previous bill	\$99.15
Payment received thank you	-\$99.15
Balance carried forward	\$0.00
This bill	
Usage charges	\$17.17
Service charges	
Water supply system	\$20.64
Sewerage system	\$10.39
Other authority charges	
Waterways and drainage	\$30.44
Total this bill (GST does not apply)	\$78.64
Total balance	\$78.64



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

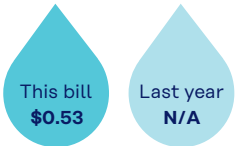
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



*3042 578916404496 9



Direct debit

Sign up for Direct Debit at yvw.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **578514042**



BPAY®

Bill code: **344366**
Ref: **578 5973 6974**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvw.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Bill code: **3042**
Ref: **5789 1640 44969**



Credit Card

Online: yvw.com.au/paying
Phone: **1300 362 332**

PATARA GROUP PTY LTD, TRUSTEE OF A TRUST PATA

Account number	57 8597 3697
Invoice number	5789 1640 44969
Total due	\$78.64
Due date	18 Jul 2025
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YATD163865	11kL -	6kL =	5kL
From 24 Mar 2025 - 23 Jun 2025			(91 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	5.000kL x	\$3.4342 =	\$17.17
Total	5.000kL		\$17.17
Total usage charges			\$17.17

Your charges explained

- Water and sewer usage charge

24 March 2025 - 23 June 2025

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- Water supply system charge

1 April 2025 - 30 June 2025

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- Sewerage system charge

23 June 2025 - 30 June 2025

A fixed cost for running, maintaining, and repairing the sewerage system.
- Other authority charges

Waterways and drainage charge

1 April 2025 - 30 June 2025

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

📞	Enquiries	1300 304 688	For language assistance	
	Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️	enquiry@yvw.com.au		廣東話	1300 921 362
	yvw.com.au		Ελληνικά	1300 931 364
☎️	TTY Voice Calls	133 677	普通话	1300 927 363
	Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173	

📅 Next meter reading:

Between 16-23 Sep 2025

Register your concession*

Save up to 50% on your water and sewer charges.

🔗 yvw.com.au/concessions
📞 **1300 441 248**

*Health Care, Pension or DVA health card holders

Saving water today will help make a difference tomorrow

With a few simple changes, you can help save water:

- turn the tap off when you brush your teeth
- keep showers short
- use a trigger nozzle on your hose.

For more water-saving tips, visit:

🔗 yvw.com.au/savingwater



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 10 July 2025 02:46 PM

PROPERTY DETAILS

Address: **10 MARIGOLD WAY WALLAN 3756**
Lot and Plan Number: **Lot 1020 PS847346**
Standard Parcel Identifier (SPI): **1020\PS847346**
Local Government Area (Council): **MITCHELL**
Council Property Number: **131228**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 647 J3**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

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 METROPOLITAN**
Legislative Assembly: **KALKALLO**

OTHER

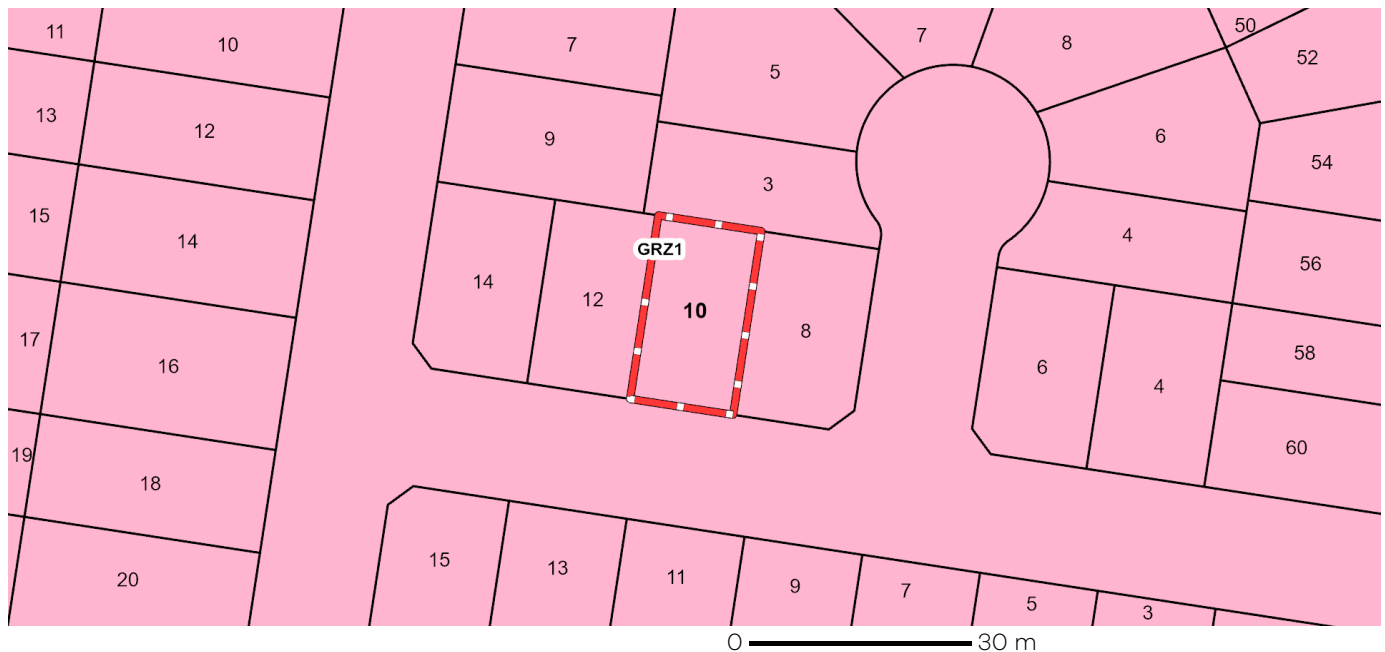
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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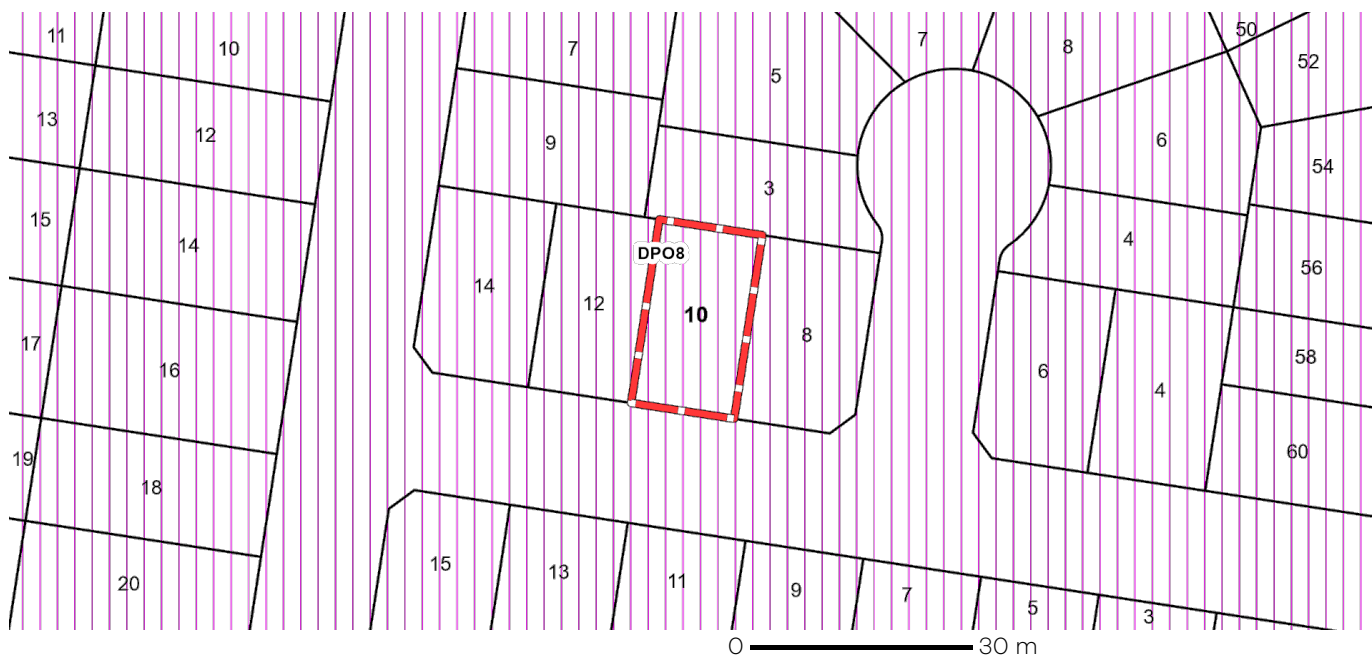
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 \(DPO8\)](#)



DPO - Development Plan Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

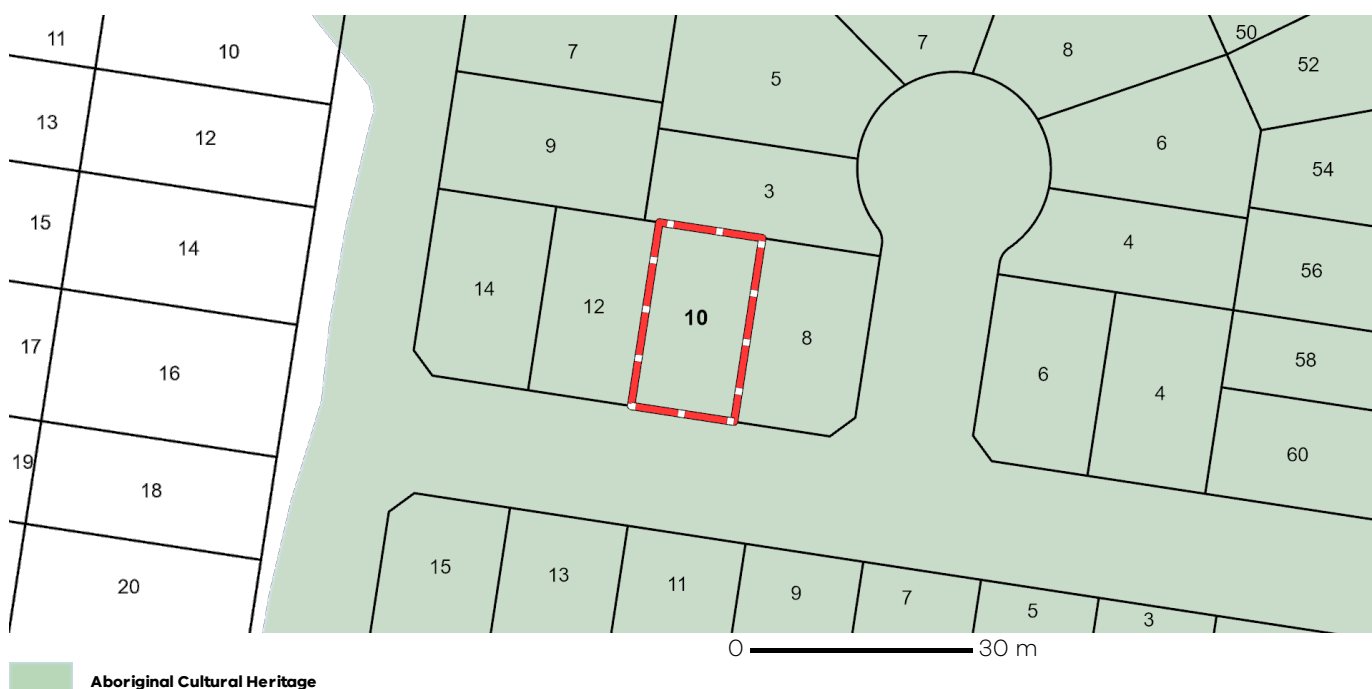
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <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>

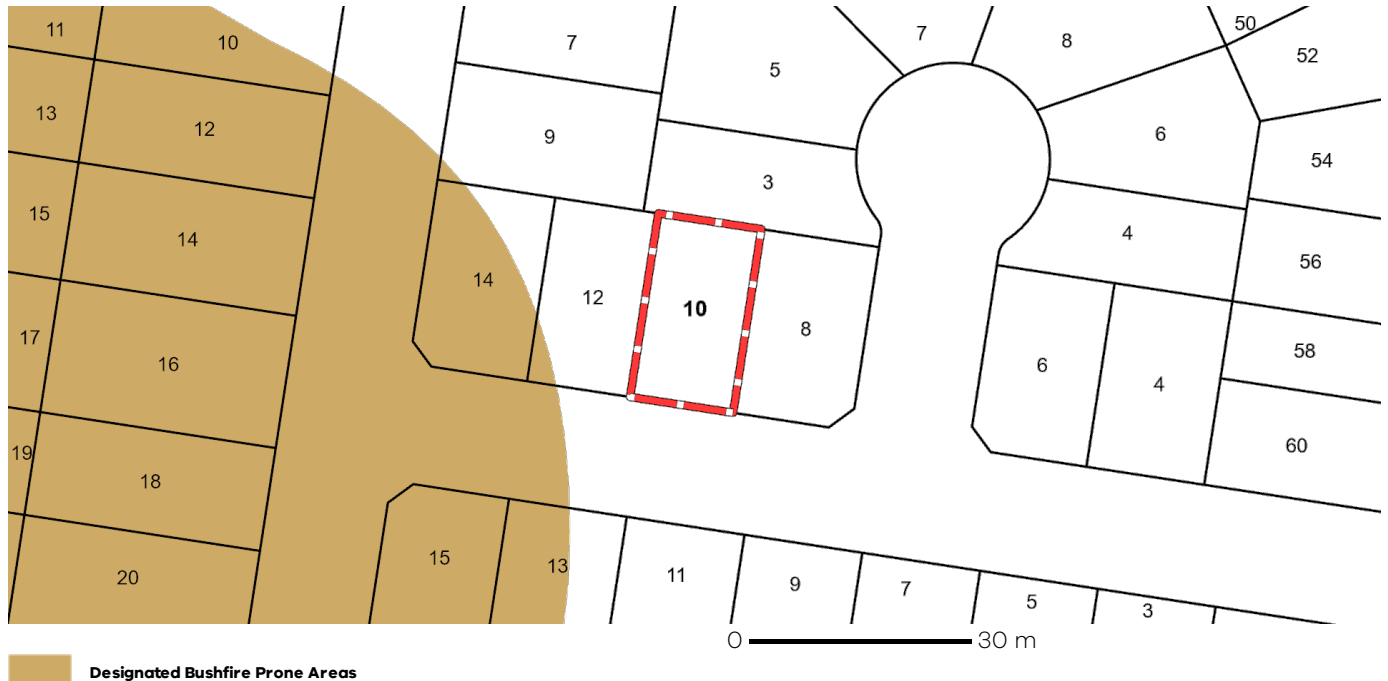
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 10 July 2025 02:47 PM

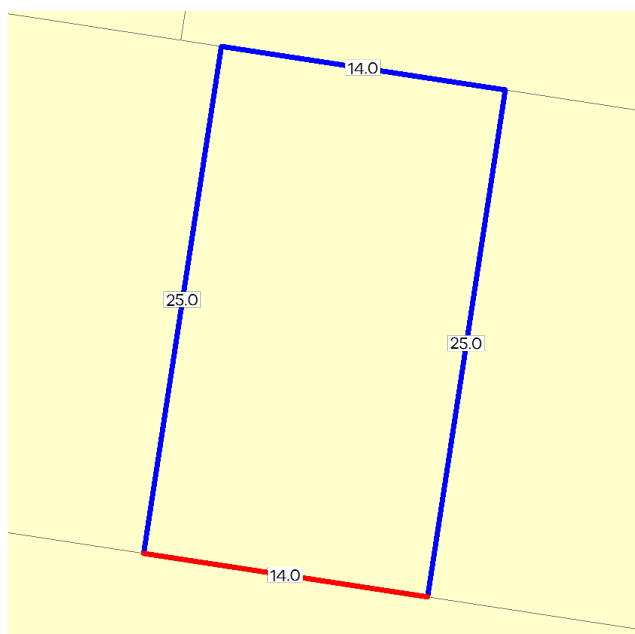
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Directory Reference: **Melway 647 J3**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 350 sq. m

Perimeter: 78 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map

