

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 17 MONTGOMERY DRIVE, TRUGANINA VIC 3029

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

SIGNED BY THE VENDORS on/...../20.....

Print name of person signing *VIRAL JAUHARI and VIVEK JAUHARI*

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

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

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

PARTICULARS OF SALE

REAL ESTATE AGENT: Redrok Real Estate

Tel: 03 9462 1100 Fax:

Email: support@redrok.com.au

VENDOR: **VIRAL JAUHARI and VIVEK JAUHARI**

VENDOR'S
REPRESENTATIVE:

KSON Conveyancing Services
PO Box 8188, Tarneit VIC 3029
Phone: 0415 837 162 Fax: 03 8672 7740 Ref: NG:25:9085KSON
Email: info@ksonconveyancing.com.au

PURCHASER:

Name/s:
Address:

PURCHASER'S
REPRESENTATIVE:

Name:
Address:
Tel: Email:

STREET ADDRESS: **17 Montgomery Drive, Truganina VIC 3029**

LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 1316 on PS 804341. Certificate of Title Volume 12146 Folio 674

CHATTELS: All fixtures, floor coverings, electric light fittings and window furnishings as inspected.

PRICE: \$ _____

DEPOSIT: \$ _____ by ____/____/____ (of which \$ _____ has been paid)

BALANCE: \$ _____

PAYMENT OF BALANCE is due on ____/____/____
(general condition 10)

being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession / or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price, unless the land is a lot on an unregistered plan of subdivision or house under construction, 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 or issue of Occupancy Permit.

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

GST (refer to 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 a 'going concern' then write the words '**farming business**' or '**going concern**' in this box.

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

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:

If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then write the words '**terms contract**' in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

Encumbrances

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount: \$

Approval date:

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

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 vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order 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.
- 2.5 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 the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** 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.
- 7.2** 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 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(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.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

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 or 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) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 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

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 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.

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 (or a part of it) 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 (or part of it) 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 adjustment 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) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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 authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by 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 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

- (g) property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances; 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 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.

SPECIAL CONDITIONS ("SC")

1. Definitions and Interpretation

"Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking Business.

"Deposit Bond" means an unconditional and irrevocable undertaking by a General Insurance Company approved by the vendor, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 30 days after the expiry of the Settlement Date.

"Land" means the land being sold described in the particulars of sale.

"Owners Corporation Regulations" means the Owners Corporations Act 2006 or any subsequent amending regulations.

"Particulars of Sale" means the particulars of sale to which these special conditions are attached.

"Vendors Statement" means a statement in accordance with Section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.

Headings are part of this Contract but are for identification purposes only.

Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2. Acceptance of title

General condition 12.4 is added:

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

3. Electronic conveyancing

EC

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and "electronic conveyancing" special condition applies, if the box is marked "EC".

- 3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 3.3 Each party must:
 - a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the workspace records that:
 - a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 3.7 The parties must do everything reasonably necessary to effect settlement:
 - a) electronically on the next business day, or
 - b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 3.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm
- 3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment
- 3.9 The vendor must before settlement:
 - a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator
- 3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

4. Identity

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

5. Planning Schemes

The property is sold with all restrictions as to the use under any permit, scheme or overlay, order, plan, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. The Purchaser shall not be entitled to any compensation from the vendor due to any restriction and such restrictions shall not constitute a defect in the Vendor's title.

6. Guarantee

Where the Purchaser is a Corporation not listed on an Australian Stock Exchange the Purchaser shall obtain the execution by all the directors of the Corporation contemporaneously with the signing of the Contract by or on behalf of the Purchaser a Guarantee in the form annexed hereto. If the duly executed Guarantee is not delivered to the Vendor within the time specified the Purchaser shall be in default under this Contract

If a company purchases the property

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

7. No representations

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

The Purchaser acknowledges that his decision to purchase the property purchased the property has been as a result of his own inspections and enquiries of the property and all structures, buildings and other assets of the property. It is agreed between the parties that the Purchaser shall not be entitled to make any claim for compensation or objection whatsoever in respect of condition/ state of repair of the property as at the date of sale or any fair wear and tear thereafter.

The Purchaser acknowledges that any improvements on the property may be subject to Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws which effected the construction of any structures. The Purchaser shall not claim any compensation nor require the Vendor to comply with any of those laws or regulations (including having any final inspections carried out, installing pool fences or installing smoke detectors) should there be any failure to comply with any one or more of those laws or regulations and this shall not constitute a defect in the Vendors Title.

The purchaser acknowledges and declares that they have inspected or have had inspected on their behalf the chattels, fittings and assets being sold in this contract at or prior to the time of signing and are aware of any deficiencies or defects. Therefore the Purchaser shall not claim compensation or make an objection at settlement based on the working order of any fittings or other assets of the property at or before settlement.

8. FIRB Approval

- a) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- b) If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- c) This warranty and indemnity do not merge on completion of this contract.

9. Merger

All terms and conditions as set out in the contract, which remain to be performed by, or are capable of having effect on the part of the Purchaser shall remain in full force after settlement and the registration of the Transfer of Land or other instrument. This Special Condition cannot be waived or altered in any way whatsoever, without the written, signed and witnessed informed consent of the vendor.

10. Mediation

The undersigned Purchaser agrees to resolve all disputes with the Vendor through mediation. Should any dispute arise, I irrevocably agree that I must complete the contract and pay the balance or purchase money without deduction, regardless of the circumstances and can only reserve to myself the right to seek compensation following the final settlement. The parties agree to jointly appoint a mediator from three mediators nominated by the vendor's representative and agree to observe the instructions of the mediator about the conduct of the mediation. If any dispute is not resolved by the mediation procedure, then it is irrevocably agreed then the parties may have recourse to any Court or Tribunal exercising jurisdiction over the subject matter of the dispute.

11. Acknowledgement

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent;

- a) A copy of this Contract of Sale in compliance with Section 53 of the Estate Agents Act; and
- b) A statement pursuant to Section 32 of the Sale of Land Act 1962.

12. Finance

- a) The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- b) If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender (not from a mortgage broker) refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

13. Nomination

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- a) The named Purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the Vendor's representative
- b) If the nominated purchaser or one or more of them is an incorporated body, then the named Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body
- c) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to re-prepare the required to (among other tasks) check the validity of the nomination, update their system records, re-prepare the State Revenue Office's stamp duty declaration and reprepare the notices of disposition. The Purchaser therefore agrees to reimburse the Vendor \$220.00 for costs incurred by their Conveyancer in relation to the nomination at settlement.

14. Adjustments

The purchaser will make available to the vendor copies of all certificates obtained to complete a Statement of Adjustments.

15. GST and Other Payments

The Vendor shall retain an equitable interest in the property and the Purchaser hereby grants the Vendor an equitable interest in all of the real estate as security until all penalties, costs, interest, GST (if any) and any other monies due under the contract, any written or oral agreement has been paid in full.

The Purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or a goods and services tax (hereinafter called "GST") together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice pay any GST, interest, penalties and costs upon demand, shall be deemed to be a breach of the contract. This condition shall not merge with the settlement and the GST together with all interest, penalties and costs shall be recoverable by

the vendor as a liquidated debt payable on demand and the Vendor shall retain an equitable interest in the land sold until all moneys due under the contract and this special condition are paid in full.

16. GST Withholding

- a) Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- b) This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- c) The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- d) The purchaser must:
 - i. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - ii. ensure that the representative does so.
- e) The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - i. pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - ii. promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - iii. otherwise comply, or ensure compliance, with this special condition;
 - iv. despite:
 - v. any contrary instructions, other than from both the purchaser and the vendor; and
 - vi. any other provision in this contract to the contrary
- f) The representative is taken to have complied with the requirements of special condition (f) if: settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- g) The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if: so agreed by the vendor in writing; and the settlement is not conducted through an electronic settlement system described in special condition 8.7. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, The vendor must: immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- h) The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- i) A party must provide the other party with such information as the other party requires to:
 - i. decide if an amount is required to be paid or the quantum of it, or
 - ii. comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- j) The vendor warrants that:
 - i. at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - ii. the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- k) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that
 - i. the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - ii. the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with

section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

- l) This special condition will not merge on settlement

17. General Conditions

The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the contract, the Special Condition will prevail and have priority

- a) General Condition 8 is deleted.
- b) General Condition 11.1 (b) is amended by deleting 'if there is no estate agent'.
- c) General Condition 11.4 (b) is amended by substituting 'by draft or' with 'bank'.
- d) General Condition 15 is amended so that the Land Tax is not an adjustable item.
- e) General Condition 18 is amended to read 'The purchaser and their guarantors may nominate a substitute or additional purchaser, but the named purchaser and their guarantors remain personally liable for the due performance of all the purchaser's obligations under this contract.
- f) General Condition 20 is amended so that the following sentence is inserted at the end of the condition. 'Where the purchaser is a Trust the vendor may require one or more of the Trustees (or the directors of the Trustee proprietary limited company) to personally guarantee the purchaser's performance of the contract.'
- g) General Conditions 24.4, 24.5 and 24.6 are deleted.
- h) General Condition 26 is deleted.

18. Time for settlement

If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the Settlement Date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation then the party who fails to perform that obligation by the stated time on the date shall be in default.

If the Purchaser is not in default under this contract, the Purchaser shall pay to the Vendor's representative the sum of \$275.00 for each change to the settlement date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request

19. Swimming pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

20. Default

General Condition 25 (GC25) contained in the Contract of Sale of Real Estate prescribed under Section 99 of the Estate Agents Act 1980 shall not apply to the Contract attached hereto and the following special condition shall apply in its stead. If the purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay upon demand:

- a) interest as herein provided;
- b) all expenses incurred by the Vendor as a result of such breach, including but not limited to:
 - i) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance;
 - ii) Interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement
 - iii) Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
 - iv) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- c) the Vendor's Agent/Conveyancer/Legal costs of and incidental to the preparation and service of any notice of default; and
- d) all costs and expenses as between agent/conveyancer/solicitor and own client.

The Purchaser agrees to pay the Vendor's reasonable costs of each and every default in the sum of \$440.00 (inclusive of GST) together with a further sum of \$550.00 (inclusive of GST) for each and every Default Notice

prepared and served on the purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this Contract or otherwise.

The Purchaser shall pay to the Vendor interest at the rate being 4 per cent higher than the rate prescribed pursuant to Section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor.

21. Settlement

In the instance that, at the settlement date the Certificate of Title is unable to be handed to the Purchaser, the Purchaser shall accept, in lieu of the Certificate of Title relating to the land, an Order to Register endorsed thereon by the controlling party directing the Land Titles Office to issue the Certificate of Title to the Purchaser or another party nominated by the Purchaser.

22. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

23. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

23.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in-tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

23.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

23.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

23.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they were installed, their input to the electricity grid, any benefits arising from any electricity generated by the solar panels, or otherwise

22. AUCTION

The property is offered for sale by auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auction)

Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

SIGNED SEALED AND DELIVERED

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

this day of 20.....

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

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



VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR Viral Jauhari And Vivek Jauhari

LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 12146 Folio: 674 and known as

STREET ADDRESS 17 Montgomery Drive, Truganina VIC 3029

IMPORTANT NOTICES TO PURCHASERS

MATTERS RELATING TO LAND USE - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached documents, where applicable.
- b) Particulars of any existing failure to comply with their terms are:- None to the Vendor's knowledge

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is an** access to the property by road.

The land is not in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme :	Wyndham City Planning Scheme
The responsible authority is:	Wyndham City Council
Zoning and/or Reservation:	Urban Growth Zone
Name of Planning overlay:	Development Contributions Plan Overlay

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

Where the property is outside the metropolitan area (as defined in the Sale of Land Act 1962 (Vic)) the planning instrument may or may not prohibit the construction of a dwelling house on the property. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be in an area which is subject to special overlays which control subdivisions, building heights, environmental, wildfire management, significant landscape, design and development, heritage and vegetation issues. The purchaser should conduct appropriate inquiries prior to committing to buy.

Proposed Planning Scheme Amendments – this property may be subject to Planning Scheme Amendments proposed by the Responsible Authority. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be inside or outside the Urban Growth Boundary Ministerial Direction No 10. The Urban Growth Boundary may or may not apply to this property. The purchaser should conduct their own inquiries prior to committing to buy.

FINANCIAL MATTERS IN RESPECT OF THE LAND- Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: \$6,500.00

1. Wyndham City Council
2. Greater Western Water
3. Owners Corporation details
4. State Revenue Office Land Tax (if applicable)

There are no amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items above. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

1. Owners Corporation (if applicable) special levies
2. Land Tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

NON- CONNECTED SERVICES – The following services are not connected to the land:

Telephone

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

INFORMATION RELATING TO ANY OWNERS CORPORATION-

The land is NOT affected by an owners Corporation within the meaning of the Owners Corporations Act 2006.

EVIDENCE OF TITLE- Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified , a copy of the latest version of the plan

BUILDING PERMITS- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

Is Contained in attached certificates.

INSURANCE DETAILS IN RESPECT OF THE LAND- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

NOTICES MADE IN RESPECT OF LAND- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.



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

VOLUME 12146 FOLIO 674

Security no : 124129516936A
Produced 31/10/2025 09:31 AM

LAND DESCRIPTION

Lot 1316 on Plan of Subdivision 804341R.
PARENT TITLE Volume 11945 Folio 744
Created by instrument PS804341R 03/09/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
VIRAL JAUHARI
VIVEK JAUHARI both of 45 MONET DRIVE TRUGANINA VIC 3029
AW911652M 07/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW911653K 07/06/2023
WESTPAC BANKING CORPORATION

COVENANT PS804341R 03/09/2019

COVENANT AS541053G 18/09/2019

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AM620762N 09/03/2016

AGREEMENT Section 173 Planning and Environment Act 1987
AN318021L 28/11/2016

AGREEMENT Section 173 Planning and Environment Act 1987
AQ460130H 17/11/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AS449788U 16/08/2019

DIAGRAM LOCATION

SEE PS804341R 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: 17 MONTGOMERY DRIVE TRUGANINA VIC 3029



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

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

Page 2 of 2

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 07/06/2023

DOCUMENT END



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	PLAN OF SUBDIVISION	LRS USE ONLY EDITION 2	PLAN NUMBER PS 804341R
--	----------------------------	-----------------------------------	-----------------------------------

<p>LOCATION OF LAND</p> <p>PARISH: TRUGANINA</p> <p>TOWNSHIP: -----</p> <p>SECTION: 26</p> <p>CROWN ALLOTMENT: 1 (PART)</p> <p>CROWN PORTION: -----</p> <p>TITLE REFERENCES: VOL.11945 FOL. 744</p> <p>LAST PLAN REFERENCE: LOT B PS738412L</p> <p>POSTAL ADDRESS: (at time of subdivision) DOHERTYS ROAD TRUGANINA</p> <p>MGA 94 CO-ORDINATES: (of approx. centre of plan) E: 299 130 ZONE: 55 N: 5 811 510 DATUM: GDA94</p>	<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS4097/17 Planning Permit Reference: WYP9315/16 SPEAR Reference Number: S101863T</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Caitlin Anne Sprattling for Wyndham City Council on 08/04/2019</p> <p>Statement of Compliance issued: 28/08/2019</p>
---	---

VESTING OF ROADS OR RESERVES	NOTATIONS				
<table border="1" style="width: 100%;"> <tr> <th style="width: 50%;">IDENTIFIER</th> <th style="width: 50%;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td>ROAD R1 RESERVE No.1</td> <td>WYNDHAM CITY COUNCIL POWERCOR AUSTRALIA LTD</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1 RESERVE No.1	WYNDHAM CITY COUNCIL POWERCOR AUSTRALIA LTD	<p>TANGENT POINTS ARE SHOWN THUS: </p> <p>LOTS 1 TO 1300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>TOTAL ROAD AREA: 1.336 ha</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
ROAD R1 RESERVE No.1	WYNDHAM CITY COUNCIL POWERCOR AUSTRALIA LTD				
NOTATIONS					
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP002867K THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. PM158</p> <p>LAND IS NOT IN A PROCLAIMED SURVEY AREA.</p> <p>STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. WYP9315-16</p>					

ESTATE: ELEMENTS 13	AREA: 2.495 ha	No. OF LOTS: 51	MELWAY: 360:B:10
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EASEMENT INFORMATION

LEGEND:	A - APPURTENANT	E - ENCUMBERING EASEMENT	R - ENCUMBERING EASEMENT (ROAD)
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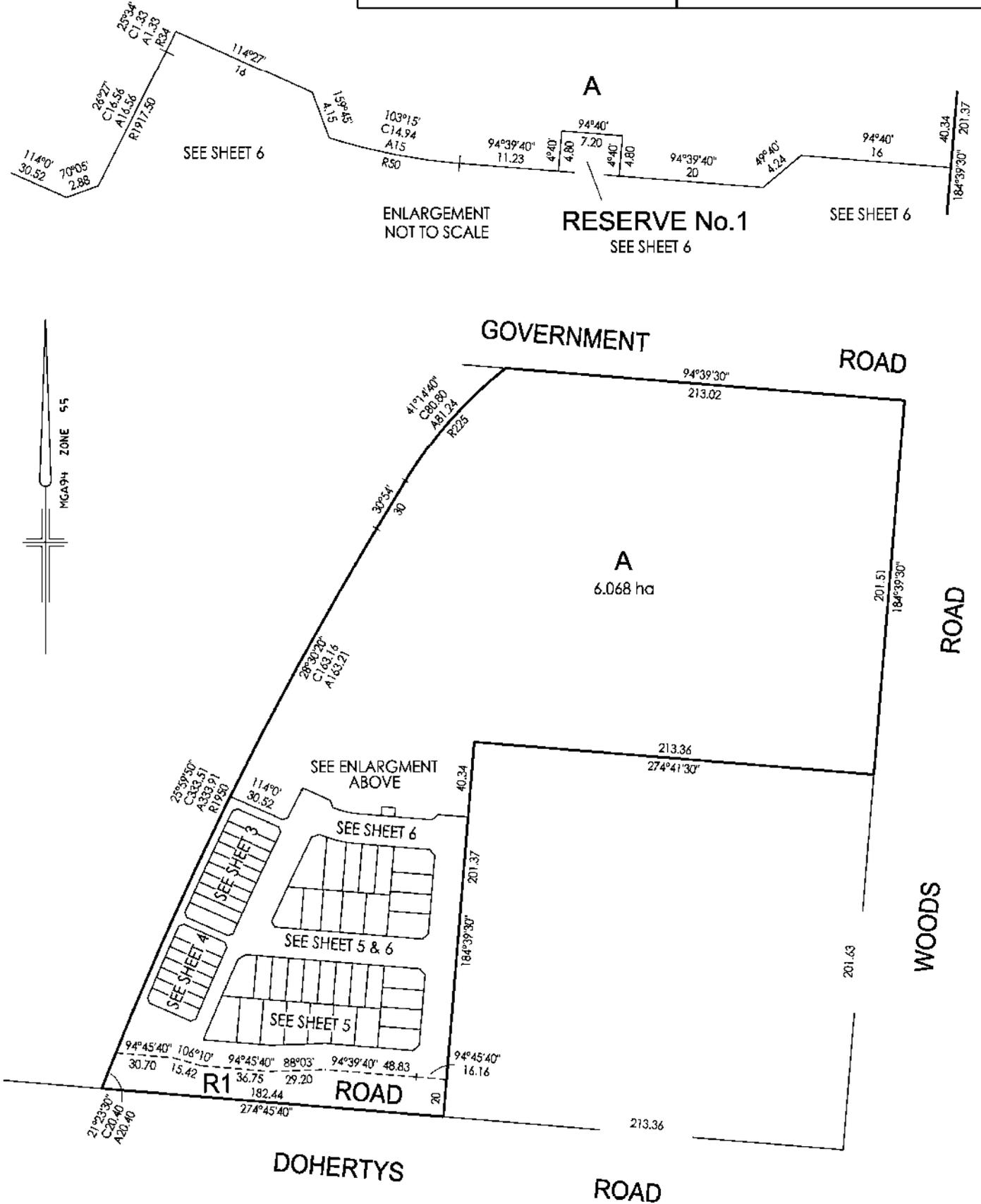
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
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NIL				
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<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	REF: 8432/13	VERSION: 6	ORIGINAL SHEET SIZE A3	SHEET 1 OF 7 SHEETS
	<p>CHECKED JC DATE: 28/03/19</p>	<p>Digitally signed by: Damian Smale, Licensed Surveyor, Surveyor's Plan Version (6), 28/03/2019, SPEAR Ref: S101863T</p>		<p>PLAN REGISTERED TIME: 5:19 PM DATE: 3/09/2019 C. Grosso Assistant Registrar of Titles</p>

PLAN OF SUBDIVISION

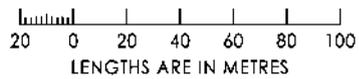
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PS 804341R



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SHEET 2

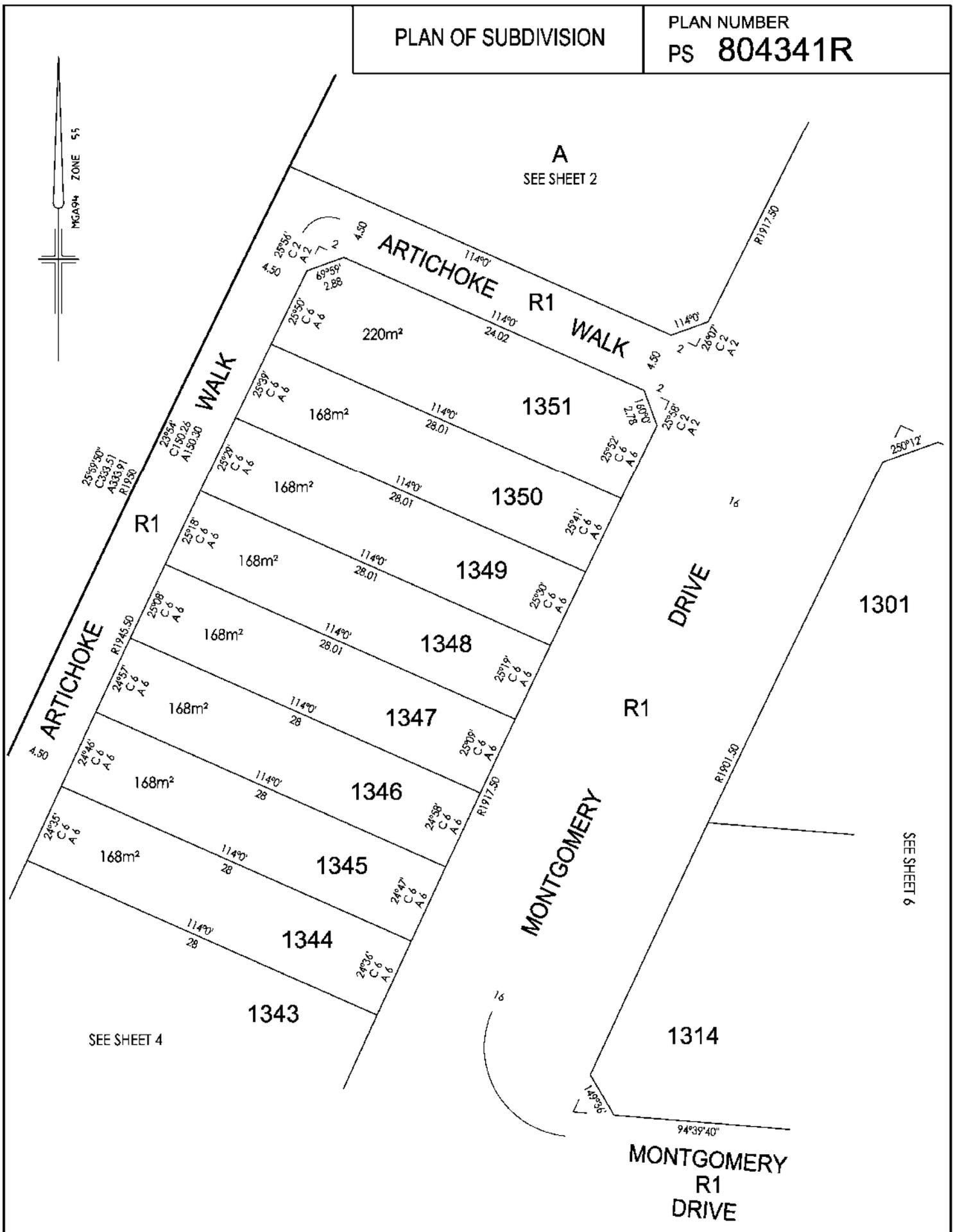
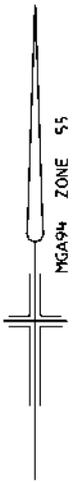
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SEE SHEET 4

A
SEE SHEET 2

SEE SHEET 6



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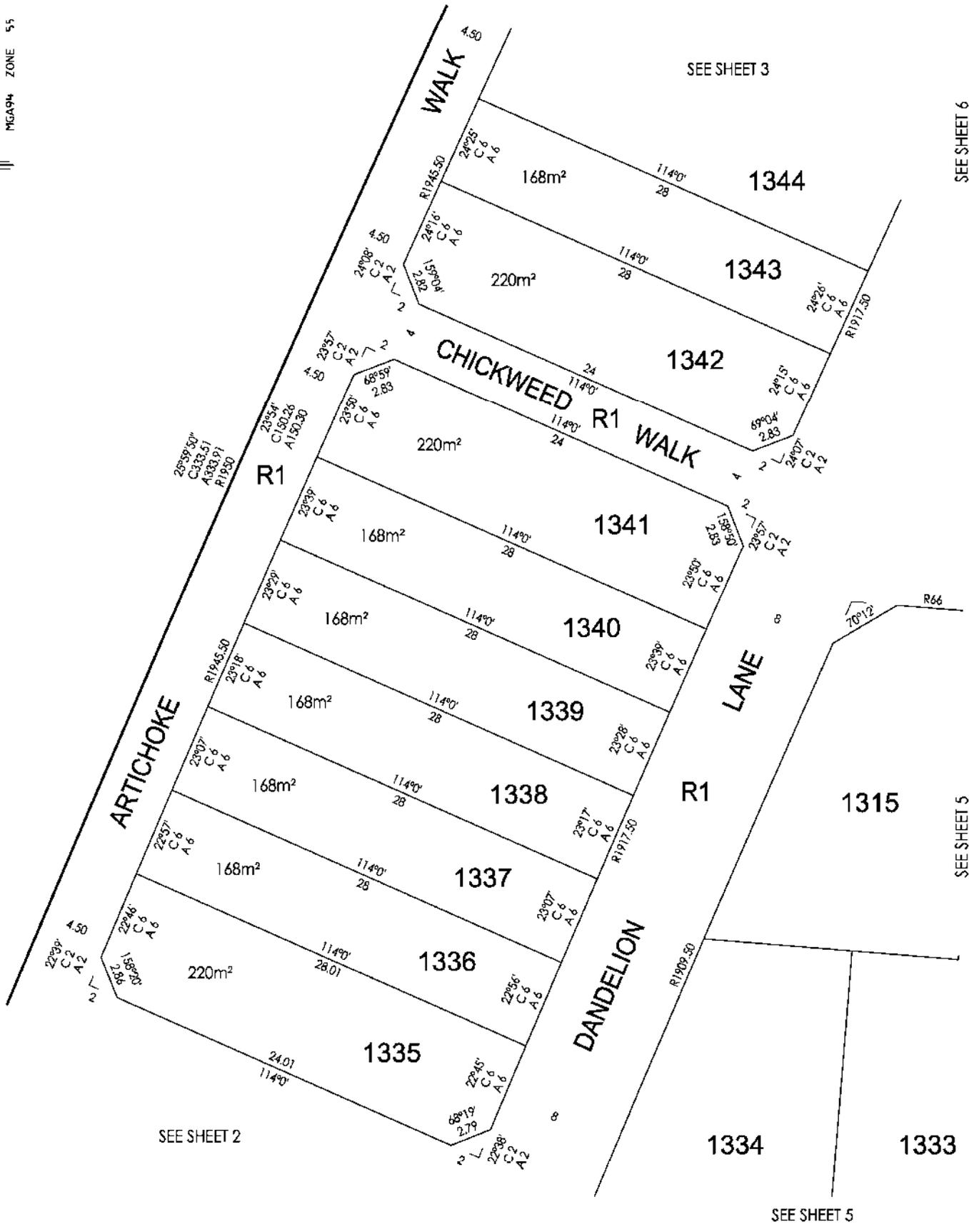
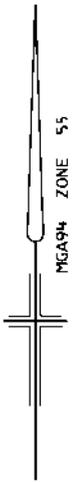
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VERSION: 6

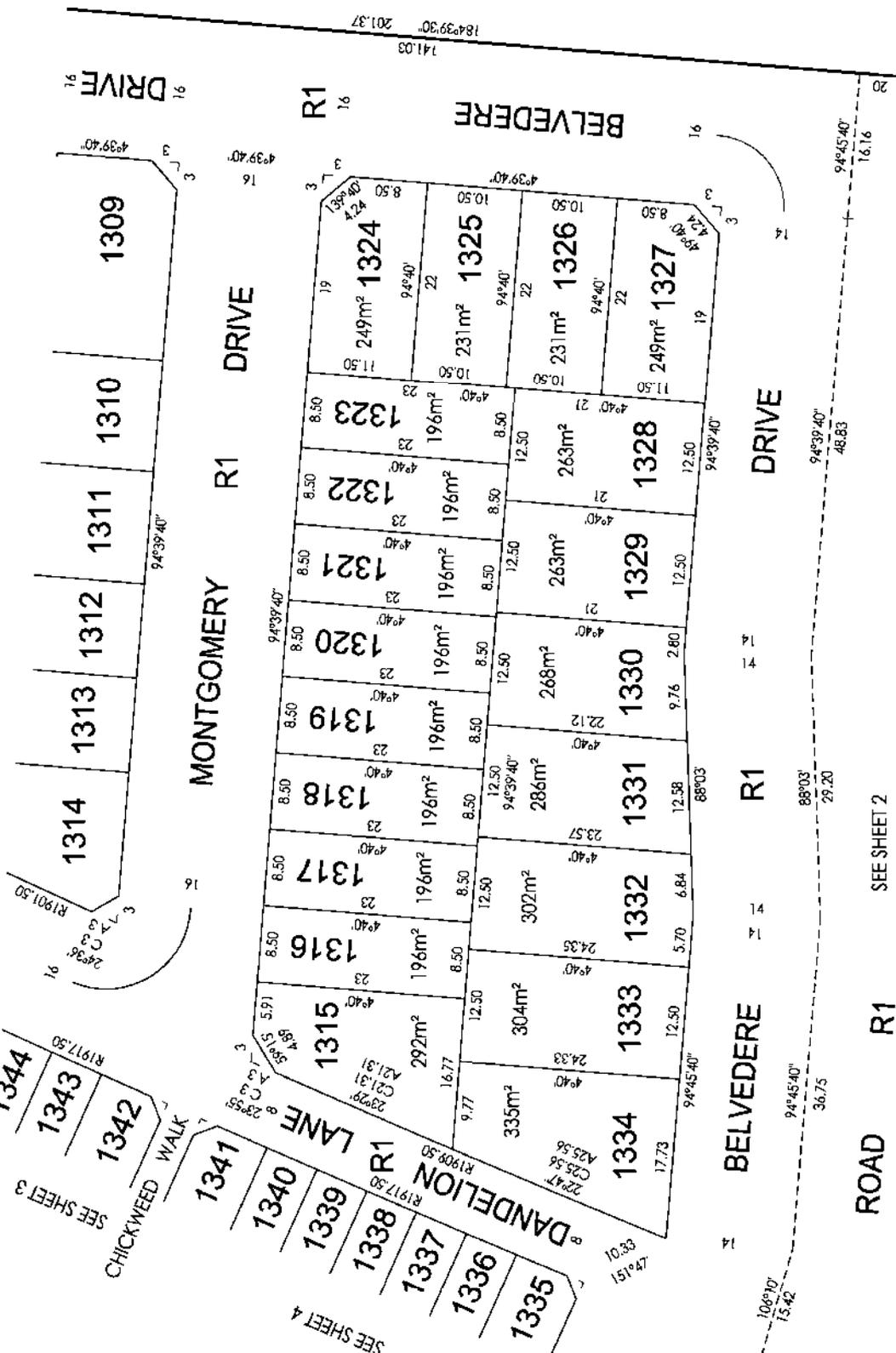
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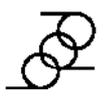
PLAN OF SUBDIVISION

PLAN NUMBER
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SCALE

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REF: 8432/13

VERSION: 6

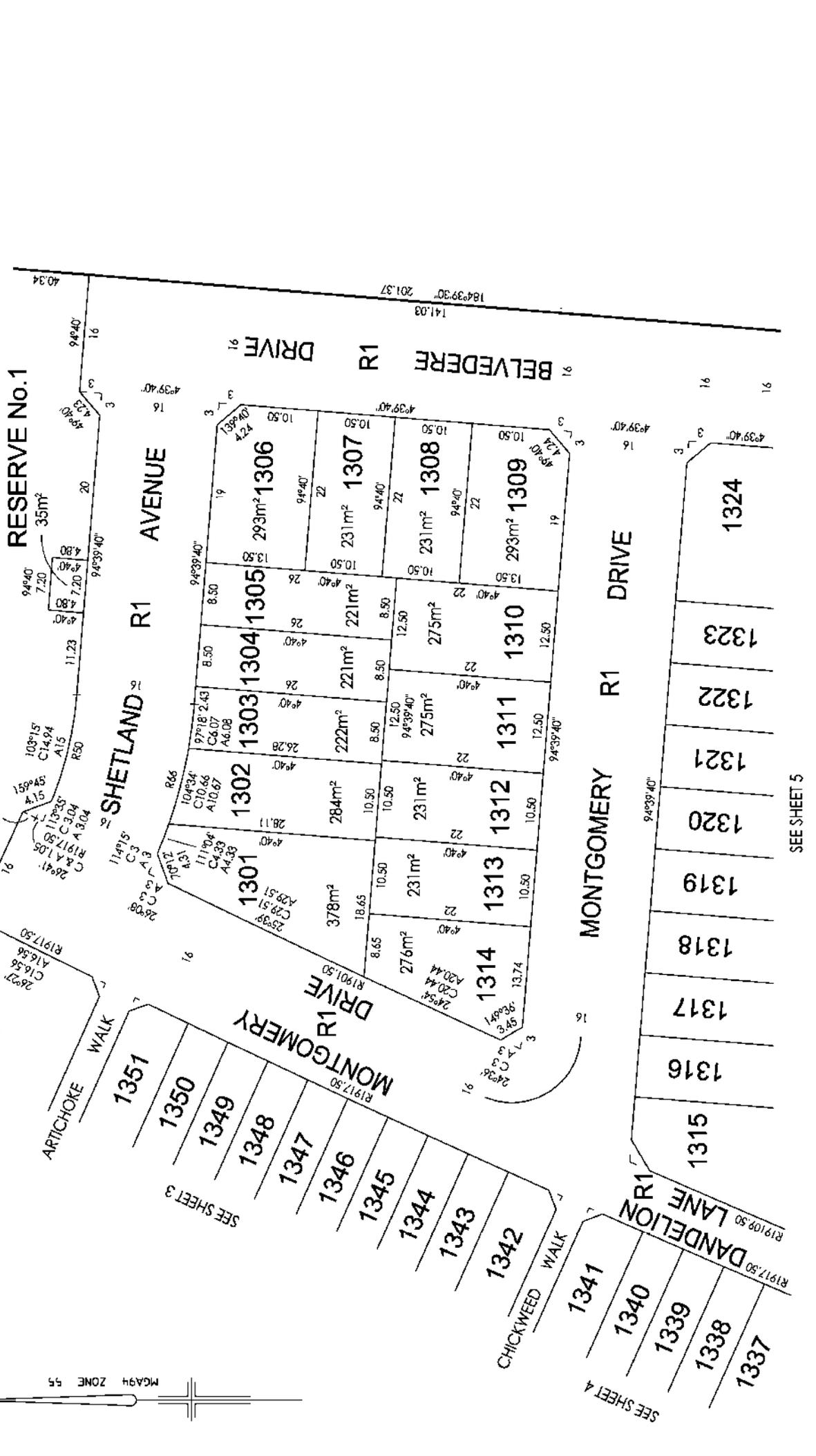
LICENSED SURVEYOR: GEOFF W. HUMPHREY

ORIGINAL SHEET SIZE A3

SHEET 5

PLAN NUMBER
PS 804341R

PLAN OF SUBDIVISION



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Digitally signed by: Damian Smale, Licensed Surveyor, Surveyor's Plan Version (6), 28/03/2019, SPEAR Ref: S:101863T
Amended by: Damian Smale, Licensed Surveyor 29/08/2019.

PLAN OF SUBDIVISION

PLAN NUMBER
PS 804341R

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restriction is to be created.

Restriction Number: 1

Land to benefit : Lots 1301 to 1351 (all inclusive).
Land to be burdened: Lots 1301 to 1341 (all inclusive).

Description of Restriction :

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

- (a) Any dwellings, garage, outhouse, fencing or landscaping element unless approved by ID-FLK Dohertys Road Pty Ltd as being in accordance with the "Elements Truganina Design Guidelines"
- (b) Anything other than in accordance with MCP No. AA2770
- (c) Any building unless the building incorporates dual plumbing for the use of recycled water for toilet flushing and garden watering where recycled water is available to the said lot.
- (d) In the case of lots less than 300m² any dwellings unless in accordance with the small lot housing code or unless a specific planning permit for the said dwelling has been obtained from Wyndham City Council.
For the purpose of this restriction the following applies:
Type A - Nil
Type B - Lots 1302 to 1331 (both inclusive) and lots 1335 to 1341 (both inclusive).

Restriction Number: 2

Land to benefit : Lots 1301 to 1351 (all inclusive).
Land to be burdened: Lots 1342 to 1351 (all inclusive).

Description of Restriction :

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

- (a) Any dwellings, garage, outhouse, fencing or landscaping element unless approved by ID-FLK Dohertys Road Pty Ltd as being in accordance with the "Elements Truganina Dual Frontage Design Guidelines"
- (b) Anything other than in accordance with MCP No. AA2770
- (c) Any building unless the building incorporates dual plumbing for the use of recycled water for toilet flushing and garden watering where recycled water is available to the said lot.
- (d) In the case of lots less than 300m² any dwellings unless in accordance with the small lot housing code or unless a specific planning permit for the said dwelling has been obtained from Wyndham City Council.
For the purpose of this restriction the following applies:
Type A - Nil
Type B - Lots 1342 to 1351 (both inclusive).

Restrictions number 1 and 2 will cease to affect any of the burdened lots one year after all the burdened lots are issued with a Occupancy Certificate under the Building Act 1993 or any instrument replacing it.

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			REF: 8432/13	VERSION: 6
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AM620762N

09/03/2016 \$119.70 173



Victorian Land Registry.

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

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: NFH:SQC:6216789.010
Customer Code: 1167E

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

Land:
Certificates of title volume 11566 folio 046, volume 11566 folio 052, volume 11624 folio 038, volume 11624 folio 039 and volume 11624 folio 040

Responsible Authority:
Wyndham City Council of 45 Princes Highway, Werribee, VIC 3030

Section and Act under which agreement made:
Section 173 of the *Planning and Environment Act 1987* (Vic)

A copy of the Agreement is attached to this Application

Date: 9, 3, 2016

Signature for the Authority: *Kelly Grigsby*

Name of officer: *Kelly Grigsby*
KELLY GRIGSBY

Position of officer: *Chief Executive Officer*

KEEP



Date 9 / 3 / 2016

Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land:
Woods Road, Truganina

City of Wyndham

and

ID-FLK Dohertys Road Pty Ltd ACN 600 942 658

and

Carole Joy Boundy



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 9 / 3 / 2016

Parties

Name	City of Wyndham
Address	Municipal Offices, 45 Princes Highway, Werribee
Short name	Council
Name	ID-FLK Dohertys Road Pty Ltd ACN 600 942 658
Address	Level 12, 484 St Kilda Road, Melbourne 3004
Short name	Owner
Name	Carole Joy Boundy
Address	37 Heights Crescent, Ballarat
Short name	Vendor

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan which applies to the Subject Land.
- C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.
- D. The Vendor is the registered proprietor of part of the Subject Land being the land comprised in:
 - D.1 Lot B on PS730322F being the land described in certificate of title volume 11566 folio 046; and
 - D.2 Lot A on PS738358P being the land described in certificate of title volume 11624 folio 039
- E. The Owner is or is entitled to be the registered proprietor of part of the Subject Land being the land comprised in:
 - E.1 Lot A on PS730317X being the land described in certificate of title volume 11566 folio 052;
 - E.2 Lot B on PS738358P being the land described in certificate of title volume 11624 folio 040; and



- E.3 Lot B on PS730363Q being the land described in certificate of title volume 11624 folio 038.
- F. The Owner enters this Agreement in anticipation of it becoming the registered proprietor of the balance of the Subject Land.
- G. On 14 November 2014, Council issued the Planning Permit.
- H. Council, Owner and Vendor enter into this Agreement in satisfaction of condition 11 of the Planning Permit with respect to Stages 1 – 4 and to make provision for the Owner to agree with Council on any Infrastructure Project, Land Project and other matters upon the further subdivision of the Balance Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Balance Land means the Subject Land other than that shown as Stages 1-4 on the Public Infrastructure and Land Plan.

Community Infrastructure Levy means the community infrastructure levy specified in the Development Contributions Plan that is required to be paid in respect of each dwelling upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Credit means a credit for a relevant Infrastructure Project or a relevant Land Project against the Owner's Development Infrastructure Levy for the Subject Land.

Current Address means:

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

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.



Development Contributions Plan means the Wyndham North Development Contributions Plan as amended from time to time.

Infrastructure Project means a project which may be delivered by the Owner under a further agreement applying to a future subdivision of the Balance Land.

Land Project means land shown as 'Road Widening' and marked '1' on the Public Infrastructure and Land Plan.

Localised Infrastructure means works, services or facilities which are not Infrastructure Projects but which are 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.

Open Space Land means land shown as 'Reserve 0.74ha' and marked '2' on the Public Infrastructure and Land Plan.

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

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

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

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 Permit means planning permit No. WYP 6210/12 issued by Council on 14 November 2014 as amended from time to time.

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

Public Infrastructure and Land Plan means the Public Infrastructure and Land Plan prepared by Breese Pitt Dixon Pty Ltd bearing Drawing reference 8532-PIPOI-V4 annexed to this agreement.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Stage is a reference to a stage of subdivision of the Subject Land.

Stages 1-4 means the land shown as stages 1-4 on the Public Infrastructure and Land Plan.

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

Subject Land means:

- (a) Lot B on PS730322F being the land described in certificate of title volume 11566 folio 046;



- (b) Lot A on PS730317X being the land described in certificate of title volume 11566 folio 052; ✓
- (c) Lots A and B on PS738358P being the land described in certificate of title volume 11624 folios 039 and 040; and ✓
- (d) Lot B on PS730363Q being the land described in certificate of title volume 11624 folio 038. ✓

Tribunal means the Victorian Civil and Administrative Tribunal.

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 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project and any Land Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.2 to make provision for the terms and conditions on which the Land Project and Infrastructure Project (if any) will be provided to Council;
- 3.3 to make provision for the equalisation (if any) of the Open Space Land;
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land;



3.5 satisfy condition 11 of the Planning Permit with respect to Stages 1-4.

4. Reasons for Agreement

The Parties acknowledge and agree that Council, Owner and Vendor have entered this Agreement for the following reasons:

- 4.1 the Planning Permit would not have been granted by Council if not for the inclusion of the permit conditions relating to the preparation of a public infrastructure plan and the entering into of a section 173 agreement prior to certification of a plan of subdivision;
- 4.2 not used;
- 4.3 not used;
- 4.4 it is the Owner's intention to subdivide the Subject Land in stages, the first 4 stages being generally in accordance with the Public Infrastructure and Land Plan and, to that end, will require certification of such subdivision and a statement or statements of compliance;
- 4.5 the Owner and Council agree that the only public open space and road widening acquisition identified in the relevant PSP and Development Contributions Plan within Stages 1-4 are the Open Space Land and the Land Project;
- 4.6 subject to the terms of this Agreement, the Owner and Council agree to defer the timing of a Credit of the land value of the Land Project against the development contributions payable under the DCP or the equalisation (if any) of the Open Space Land until certification is sought for a subdivision of the Balance Land;
- 4.7 the Vendor enters this Agreement as acknowledgment of the terms of the Agreement and in the knowledge that the Owner's covenants run with the land and that, until such time as the Owner becomes the registered proprietor of the Subject Land, the Vendor is bound by such covenants.

5. Owner's obligations

The Owner covenants that:

- 5.1 prior to certification of a plan of subdivision for the Balance Land, the Owner shall submit to Council for Council's approval, a public infrastructure plan with respect to the whole of the Subject Land, such plan to be in accordance with condition 10 of the Planning Permit and the relevant precinct structure plan;
- 5.2 until such time as the public infrastructure plan referred to in clause 5.1 is approved by Council and implementation of such plan is secured by a further section 173 agreement in accordance with condition 11 of the Planning Permit, the Development Infrastructure Levy and Community Infrastructure Levy shall be payable with respect to each stage or the lots and dwellings created and built, as the case may be, following the subdivision of the Subject Land without any Credit or equalisation which, in the case of the Community Infrastructure Levy, Council acknowledges must be paid by the home builder, not the Owner, at the time of the building approval unless the Council and the Owner otherwise mutually agree;
- 5.3 subject to clause 5.2, the Owner must pay the Development Infrastructure Levy in cash after certification of a plan of subdivision for each stage but not more than 21 days prior to the statement of compliance for that plan of subdivision unless otherwise agreed by Council;



- 5.4 neither the certification by Council of a plan or plans of subdivision of Stages 1-4, nor the issuing of a statement of compliance with respect to such plan or plans, will be taken as satisfying the Owner's obligations under the Development Contribution Plan or open space requirements unless Council certifies otherwise on the certification or statement of compliance;
- 5.5 agreement as to equalisation of Open Space Land (if any) in accordance with condition 11(b) of the Planning Permit shall be deferred until after the further subdivision of Stages 1-4 but prior to certification of a plan of subdivision for the Balance Land;
- 5.6 agreement as to a Credit (if any) of the Land Project or Infrastructure Project against a Development Infrastructure Levy shall be deferred until after the further subdivision of Stages 1-4 but prior to certification of a plan of subdivision for the Balance Land.

6. Further obligations of the Parties

6.1 Notice and registration

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

6.2 Further actions

The Owner and Vendor:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 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
- 6.2.3 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.

6.3 Council's costs to be paid

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

- 6.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 6.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

6.4 Interest for overdue money

The Owner agrees that:

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



6.4.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

7. 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.

8. Owner's and Vendor's warranties

The Owner and Vendor warrant that apart from the Owner and Vendor 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.

9. 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 and Vendor must require successors in title to:

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

10. General matters

10.1 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:

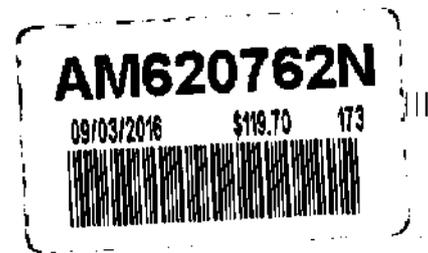
- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the other Party's Current Address;
- 10.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 10.1.4 by email to the other Party's Current Email.

10.2 No waiver

Any time or other indulgence granted by Council to the Owner and Vendor 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.

10.3 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.



10.4 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.

10.5 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.

10.6 Governing law

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

11. Commencement of Agreement

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

12. Ending of Agreement

This Agreement ends:

- 12.1 when the Owner and Vendor have complied with all of the Owner's obligations under this Agreement; or
- 12.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

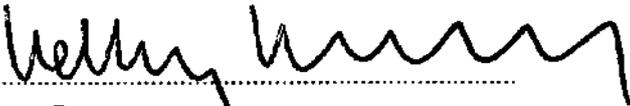


Signing Page

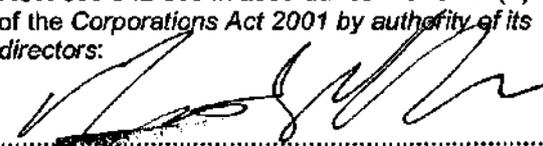
Signed, sealed and delivered as a deed by the Parties.

EXECUTED as a deed.

Signed for and on behalf of the **Wyndham City Council** pursuant to Instrument of Delegation dated 24 June 2013.

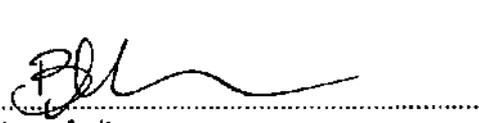

Date 9 / 3 / 16

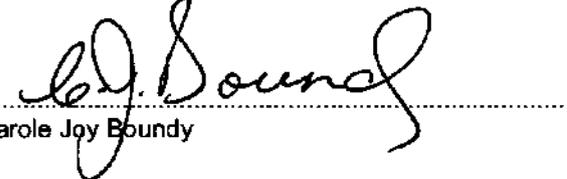
Executed by **ID-FLK Dohertys Road Pty Ltd** ACN 600 942 658 in accordance with s 127(1) of the Corporations Act 2001 by authority of its directors:


Signature of Director
MATTHEW J BELFORD
DIRECTOR
Print full name


Signature of Director/Company Secretary
JEFFREY M GARVEY
DIRECTOR
Print full name

Executed by **Carole Joy Boundy** as a deed before me:


Signature of witness
B. MULLAN
Print full name


Carole Joy Boundy

Mortgagee's Consent

Australian and New Zealand Banking Group Limited as Mortgagee under instrument of mortgage no. AL915390Q consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed for and on behalf of AUSTRALIAN AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 under Power of Attorney dated 18/11/2002 and registered in Victoria Permanent Order Book No 277 Page 19 Item 5 by David Foran who certifies that he is a Manager in the presence of:


(Signature of Attorney)



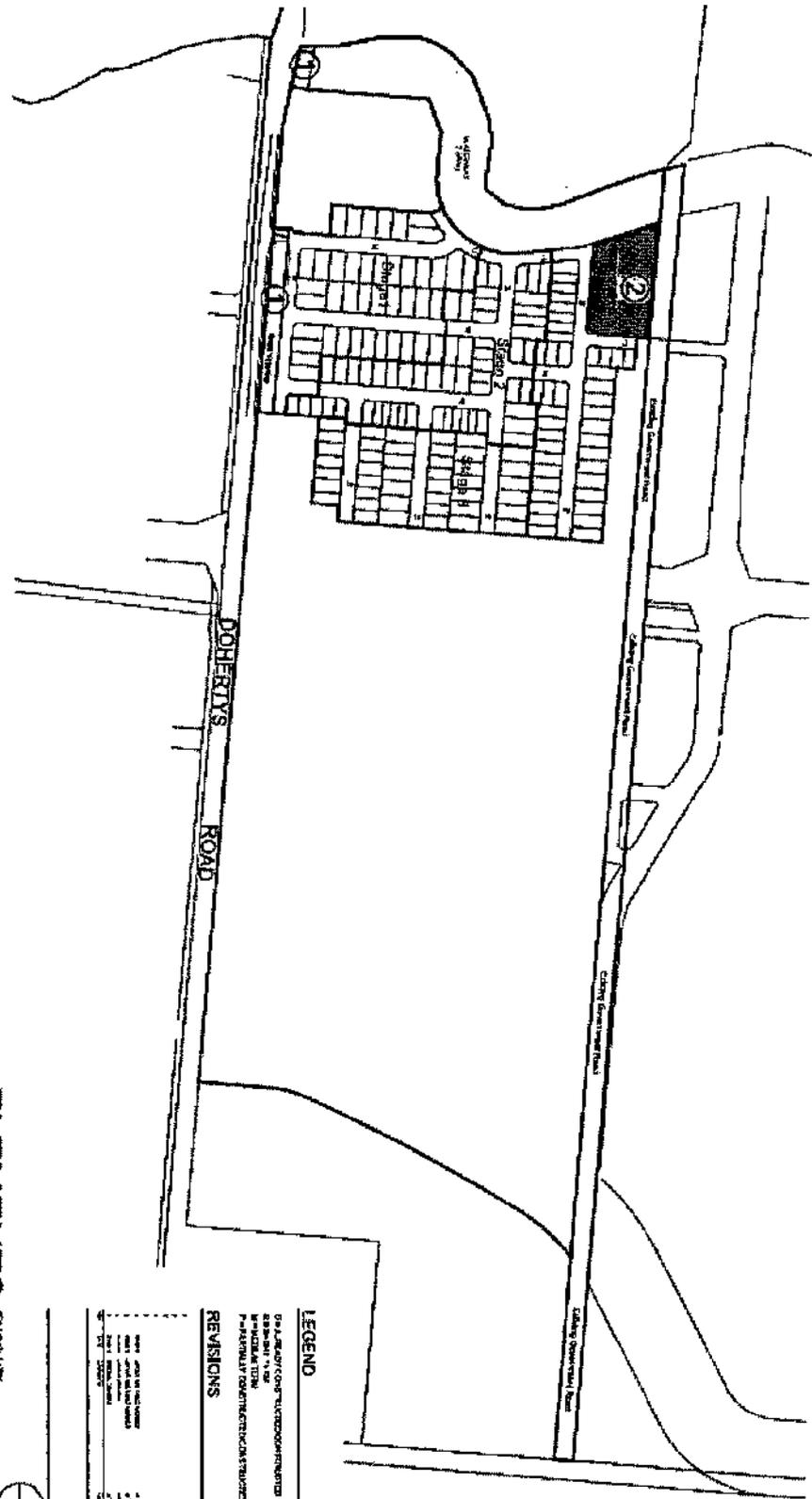
**Annexure
Public Infrastructure and Land Plan**

AM620762N

09/03/2016 \$119.70 173



ITEM	DESCRIPTION	ESTIMATED SEQUENCING	DCP ITEM	DCP ITEM NUMBER	RESPONSIBILITY	STAGE	COMMENTS
1	ARTERIAL ROAD	RD19	YES	RD00-00 (PART)	COUNCIL	5	LAND AND CONSTRUCTION
2	PURCHASE OF LAND FOR ROAD RESERVE	RD19	YES	AR-02	COUNCIL	5	LAND



ELEMENTS

DOHERTY'S ROAD, TRUGANINA

PUBLIC INFRASTRUCTURE AND LAND PLAN

ON BEHALF OF BREXIDE PTY LTD
URBAN DESIGNERS, LANDSCAPE ARCHITECTS

BREXIDE PTY LTD
10/110 DIXON ROAD
DIXON VA

LEGEND

ROADS AND FOOTPATHS
 - - - - - ROAD RESERVE
 - - - - - FOOTPATH
 - - - - - FOOTPATH RESERVE
 - - - - - FOOTPATH DRAINAGE
 - - - - - FOOTPATH SEWER

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		



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

Section 181 Planning and Environment Act 1987

AN318021L



Form 21

Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3555
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: TGM:6853991
 Customer Code: 1167E

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:

Title Volume 11681 Folio 960, Volume 11681 Folio 961 Volume 11624 Folio 040, and Volume 11566 Folio 046

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

AARON CILLIERS

Position Held:

MANAGER URBAN FUTURES (STRATEGIC PLANNING)

Date:

14/11/2016

1111 1111 1111 1111 1111 1111 1111 1111

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Elements Estate, Doherty's Road, Truganina

Agreement for Deferral of Development Contributions Liability

Wyndham City Council

and

Carole Joy Boundy

and

**ID-FLK Dohertys Road Pty Ltd
ACN 600 942 658**

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 9 / 11 /2016

Parties

Name | **Wyndham City Council**
Address | 45 Princes Highway, Werribee, Victoria
Short name | **Council**

Name | **Carole Joy Boundy**
Address | **37 Heights Crescent Ballarat**
Short name | **Vendor**

Name | **ID-FLK Dohertys Road Pty Ltd ACN 600 942 658**
Address | **L12, 484 St Kilda Road, Melbourne**
Short name | **Developer**

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.
- D. The Vendor and Developer are separate registered proprietors of parts of the Subject Land. The Vendor has entered into a contract to sell the balance of the Subject Land to the Developer.
- E. The Developer enters into this Agreement in anticipation of it becoming the registered proprietor of the balance of the Subject Land.
- F. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund the nominated infrastructure projects in the Development Contributions Plan (DCP) necessary as a result of the development of the area for urban purposes.
- G. The Subject Land is subject to the payment of the Levy in respect of the subdivision of the Subject Land pursuant to the Permit.

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- H. The Developer of the Subject Land has requested that Council, in its capacity as collecting agency, agree to defer the obligation for the payment of the Levy for the Agreed Stages for 6 months to enable:
 - H.1 the Parties to attempt to negotiate terms on which Council would agree to permit the Developer to provide works and/or land in lieu of the payment of the Levy and prepare an agreement under section 173 of the Act recording such terms; and
 - H.2 a Statement of Compliance to be issued for the Agreed Stages.
- I. Council has agreed to the request on the terms set out in this Agreement.
- J. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveators. The Caveators consent to the recording of this Agreement on the certificates of title to the Subject Land.
- K. As at the date of this Agreement the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Vendor entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Stages means the Stages 5, 6, 8, 9 and 11 of the Elements Estate.

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

Caveator means the person or persons who hold a registered caveat over the Certificate of Title to the Subject Land.

Credit means a credit against the Levy.

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 Vendor, the address shown on page one of this Agreement or any other address provided by the Vendor to Council for any purpose relating to the Subject Land.
- (c) for the Developer, the address shown on page one of this Agreement or any other address provided by the Developer to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@wyndham.vic.gov.au, or any other email address listed on Council's website; and

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- (b) for the Vendor, any email address provided by the Vendor to Council for the express purpose of electronic communication regarding this Agreement.
- (c) for the Developer, any email address provided by the Developer to Council for the express purpose of electronic communication regarding this Agreement.

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

Developer's obligations includes the specific obligations and the further obligations as set out in this Agreement.

Development Contributions Plan means the Wyndham North Contributions Plan being an incorporated document in the Planning Scheme and any other development contributions plan that applies to the Subject Land from time to time.

Elements Estate means the land subdivision known as Elements Estate located generally on Doherty's Road between Woods Road and Skeleton Creek, Truganina

Endorsed Plan means the plan endorsed with the stamp of Council from time to time under the Planning Permit.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) as amended from time to time.

Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land in accordance with the Planning Permit calculated and adjusted in accordance with the Development Contributions Plan.

Lot means a lot on the Endorsed Plan.

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

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

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations which may be performed by the Developer.

Party or Parties means the Parties to this Agreement.

Planning Permit means Planning Permit No. WYP6210 issued on 14 November 2014, as amended from time to time, authorising the subdivision of the Subject Land.

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

Stage means a specified stage of the subdivision of the Subject Land as identified in any staging plan forming part of the Endorsed Plan.

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

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Subject Land means the land being the land title details referred to in Schedule 1 to this Agreement any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

- 3.1 secure the future payment of the Levy for the Agreed Stages; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 Council has granted consent to the Developer to defer the payment of the Levy for the Agreed Stages for 6 months from the date of this Agreement on the terms and conditions of this Agreement.

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7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

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

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.

7.5 Notification of compliance with obligations

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

8. Agreement under s 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 s 173 of the Act.

9. Vendor's warranties

The Vendor and Developer warrant that apart from the Vendor and Developer 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 Developer and 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

AN318021L



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

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

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

11.4 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.

11.5 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.

11.6 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.

11.7 Governing law

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

11.8 Payment by Vendor

For the avoidance of doubt, nothing in this Agreement imposes an obligation on the Vendor to pay either the Levy or a development contribution where the Vendor does not take steps to develop the Subject Land, or part of the Subject Land, or to obtain a Statement of Compliance.

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 the 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 12.2 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.





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

13. Commencement of Agreement

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

14. Ending of Agreement

- 14.1 This Agreement ends:

14.1.1 when the Developer has complied with all of the Developer's obligations; or

14.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

- 14.2 After this Agreement has ended, Council will, at the Developer's written request and at the Developer's cost, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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28/11/2016 \$92.70 173

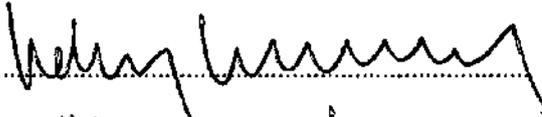


Signing Page

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

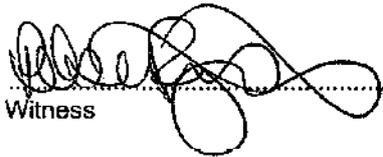
EXECUTED as a Deed.

Signed for and on behalf of the **Wyndham City Council** pursuant to Instrument of Delegation dated



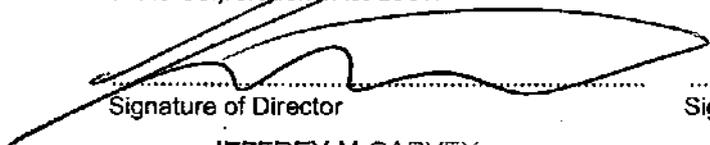
Date 19 / 11 / 16

Signed sealed and delivered by Carole Joy Boundy in the presence of:

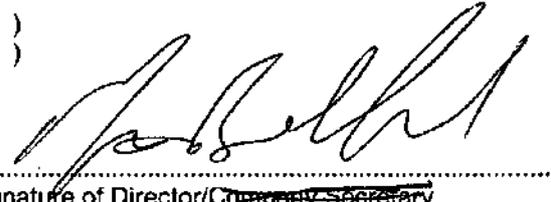

Witness



Executed by ID-FLK Dohertys Road Pty Ltd
ACN 600 942 658 in accordance with s 127(1) of the *Corporations Act 2001*.


Signature of Director

JEFFREY M GARVEY
Print full name **DIRECTOR**


Signature of Director/Company Secretary

MATTHEW BELFORD
Print full name

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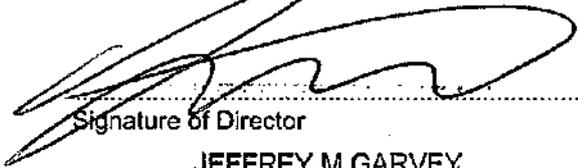


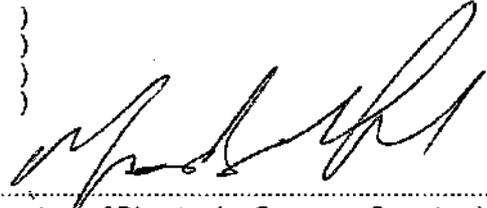

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Caveator's Consent

ID Southwest Land Pty Ltd as caveator under instrument no. AH 540169M consents to recording of this Agreement on each of the relevant Certificates of Title comprising Subject Land.

Executed by ID Southwest Land Pty Ltd
ACN 146 651 710 in accordance with s 127(1)
of the *Corporations Act 2001*.

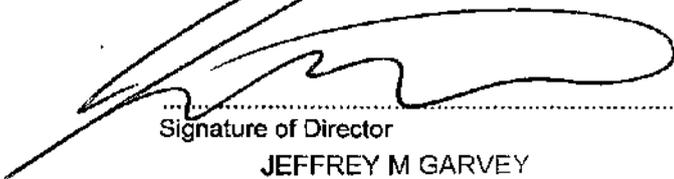

.....
Signature of Director
JEFFREY M GARVEY
.....
Print full name **DIRECTOR**

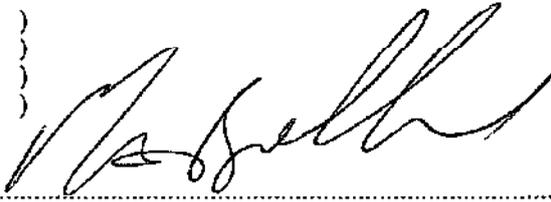
)
)
)

.....
Signature of Director (or Company Secretary)
MATTHEW BOLDO
.....
Print full name

Caveator's Consent

ID - FLK Dohertys Road Pty Ltd as caveator under instrument no. AL 397289L consents to recording of this Agreement on each of the relevant Certificates of Title comprising Subject Land.

Executed by ID-FLK Dohertys Road Pty Ltd
ACN 600942 656 in accordance with s 127(1)
of the *Corporations Act 2001*.


.....
Signature of Director
JEFFREY M GARVEY
.....
Print full name **DIRECTOR**

)
)
)

.....
Signature of Director (or Company Secretary)
MATTHEW BOLDO
.....
Print full name

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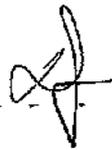



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Mortgagee's Consent

Australia and New Zealand Banking Group LTD as Mortgagee under instrument nos. AM614312G and AN012483A consents to recording of this Agreement on each of the relevant Certificates of Title comprising Subject Land.

EXECUTED for and on behalf of)
AUSTRALIA AND NEW ZEALAND)
BANKING GROUP LIMITED ABN)
11 005 357 522 under power)
of Attorney dated 18/12/2002)
and registered in Victoria Permanent)
Order Book No 277 Page 19 Items)
by DAVID FORAN who certifies)
that he is a Manager and has)
not received notice of revocation of)
that power in the presence of :)


Signature of attorney



Signature of witness

3/100 QUEEN ST. MELBOURNE VIC 3000

Address of witness

AN318021L





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

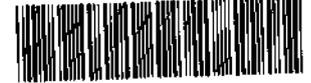
Section 181 Planning and Environment Act 1987

Form 21

PLANNING
RECORD

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Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3555
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: TGM:AZV:7054298
 Customer Code: 1167E

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

Land: Volume 11918 Folio 518 and Volume 11566 Folio 046

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

KELLY BRISBY

Position Held:

CHIEF EXECUTIVE OFFICER

Date:

2/11/2017



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Date / / 2017

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Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Woods Road, Truganina

Purpose: WIK Agreement

Wyndham City Council

and

**ID-FLK Dohertys Road Pty Ltd
ACN 600 942 658**



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H.2 transfer to or vest in Council the Land Projects.

In return for a Credit against its development contribution liability under the Development Contributions Plan or as against its liability under clause 52.01 of the Planning Scheme as the case may be.

I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6.6 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 5.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Credit means a credit in the amount of the Infrastructure Project Value or the Agreed Land Value as the case may be against the Owner's Development Infrastructure Levy liability for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- 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:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

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Designs means the detailed design and engineering plans and specifications of an infrastructure Project approved by Council under clause 6.6.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwth), as amended from time to time.

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2.

Infrastructure Design Manual means the manual entitled 'Engineering Design and Construction Manual for Growth Areas – April 2011' prepared by the Metropolitan Planning Authority.

Intersection Works means the intersection to be constructed at Doherty Road and Morris Road, described as DCP project number IN90-10.

DFC Intersection Works means part of the Intersection Works to be constructed by a third party, as identified DFC in the plan attached to Annexure "B".

ID-FLK Intersection Works means part of the Intersection Works to be constructed by the Owner, as identified ID Land in the plan attached at Annexure "B", and constituting the ID-FLK Intersection Works Stage 1 and the ID-FLK Intersection Works Stage 2.

Land Project means a land project described in Schedule 3.

[PR1] 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 together with the associated land. For the purposes of this Agreement, Localised Infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

Maintenance Period means the period specified in Schedule 7 for each specified category of infrastructure commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

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

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Infrastructure Project Value.

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 Permit means the planning permit specified in Schedule 6 as amended from time to time.

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

Provision Trigger means the provision trigger or milestone set out in the relevant columns of Schedules 2, 3 or 4 as the case may be.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means the land described in Schedule 6 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.

Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Infrastructure Project Value.

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;

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- 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 enable the Owner to satisfy Condition 6 of the Planning Permit;
- 3.2 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project and any Land Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.3 record the terms and conditions on which a Land Project will be provided to Council;
- 3.4 record the terms and conditions on which Open Space Land will be provided to Council and the terms and conditions on which any under-provision or over provision of Open Space Land in respect of the Subject Land will be dealt with; and
- 3.5 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 to enable the Owner to satisfy Condition 6 of the Planning Permit;
- 4.2 Council would not have consented to the Owner undertaking the Infrastructure Projects and transferring or vesting the Land Projects without requiring this Agreement; and
- 4.3 the Owner has elected to enter into this Agreement in order procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu and the transferring or vesting of the Land Projects as land in lieu.

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5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 subject to the Owner's entitlement to a Credit and the provisions of this Agreement, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next relevant Stage of the subdivision of the Subject Land.

6. Works in kind – Infrastructure Projects

6.1 Construction of Infrastructure Projects

The Owner covenants and agrees that the Owner must construct the Infrastructure Projects:

- 6.1.1 in accordance with the Designs approved by Council under clause 6.6;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2 and subject to clause 6.3; and
- 6.1.3 to the satisfaction of Council in its capacity as the Development Agency.

6.2 Time for completion of infrastructure Projects

The Owner covenants and agrees that if the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

- 6.2.1 at its absolute discretion, extend the timeframe provided it does so in writing; or
- 6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

6.3 [PR2][PR3] Completion and delivery of Intersection Works

6.3.1 Despite anything else in this Agreement, the parties agree and acknowledge that:

- (a) the Intersection Works will be completed in stages, being:
 - (i) the ID-FLK Intersection Works; and
 - (ii) second and only after completion of the ID-FLK Intersection Works, the DFC Intersection Works.
- (b) the Intersection Works required to be completed by the Owner under this Agreement are limited to the ID-FLK Intersection Works; and
- (c) the DFC Intersection Works are not required to be completed by the Owner and will be completed by a third party under a separate agreement to be entered under section 173 of the Act.





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6.4 Obligation to complete Infrastructure Projects once commenced

The Owner covenants and agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the infrastructure Project exceeds the Infrastructure Project Value.

6.5 Infrastructure Project Value

The Owner covenants and agrees that the Infrastructure Project Value is a fixed non-variable amount subject only to Indexation.

6.6 Design of Infrastructure Projects

The Owner covenants and agrees that:

- 6.6.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;
- 6.6.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans; and
- 6.6.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects.

6.7 Variation of Approved Plans

The Owner covenants and agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

6.8 Construction of Infrastructure Projects

The Owner covenants and agrees that in carrying out the Infrastructure Projects:

- 6.8.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects; and
- 6.8.2 Council is hereby released from liability to pay, and held harmless in respect of, any costs or compensation or any amount beyond the Infrastructure Project Value.

7. Certificate of Practical Completion

7.1 Certificate of Practical Completion

7.1.1 Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

7.2 Standard of work

The Owner covenants and agrees that in addition to any other requirement in this Agreement, all work for an Infrastructure Project must:





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- 7.2.1 accord with the Designs and the Infrastructure Design Manual unless otherwise agreed in writing by Council;
- 7.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.2.3 comprise best industry practice to the extent required by the Designs;
- 7.2.4 not encroach upon any land other than the land shown in the Designs; and
- 7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

7.3 Construction Procedures

The Parties agree that:

- 7.3.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority of the completion of the Infrastructure Project;
- 7.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;
- 7.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 7.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed by a further agreement to its satisfaction;
- 7.3.5 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of an Infrastructure Project, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
 - (a) consent of the owner of land to access such land; and
 - (b) satisfied any condition of such consent;
- 7.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

7.4 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

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- 7.4.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- 7.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 7.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with clause 9 whichever is the later.

8. Land Projects

8.1 Transfer or vesting of Land Project

The Owner covenants and agrees to transfer or vest in Council any Land Project:

- 8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;
- 8.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 8.1.3 with all services to be available as specified in the relevant column of Schedule 3; and
- 8.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

8.2 Time for transfer or vesting of Land Project

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

- 8.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or
- 8.2.2 at its absolute discretion, in writing, extend the timeframe.

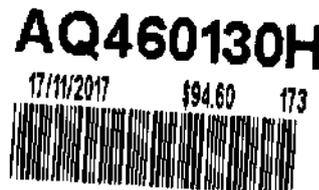
8.3 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting a Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.

8.4 Agreed Land Value

The Owner acknowledges and agrees that:

- 8.4.1 the Agreed Land Value:



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- (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
- (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

8.4.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

9. Transfer of Ownership

9.1 Transfer

The ownership of a Land Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

- 9.1.1 the registration of a plan of subdivision in the case of a Land Project and Open Space Land; and
- 9.1.2 the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project.

9.2 Bank Guarantee

The Owner agrees that:

- 9.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 9.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, within 14 days of a written direction from Council, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and
- 9.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period has ended, as nominated in Schedule 7, less any amount applied to correcting any defects in the Infrastructure Project.

10. Credit and processing of credits

10.1 Credit

The Parties agree that:

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- 10.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;
- 10.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 10.1.3 the amount of Credit identified in Clause 10.1.1 and 10.1.2 represents the cost of part of Projects RD-90-02, RD-90-04, IN-90-10 identified in the Development Contributions Plan and specifically identified as the Credit Value in Schedule 2 and Schedule 3 adjusted in accordance with the Development Contributions Plan as at the date of commencement of this Agreement and will not be adjusted further;
- 10.1.4 the Credit to which the Owner is entitled for the Intersection Works will be limited to the value of the ID-FLK Intersection Works only and not the value of the DFC Intersection Works, which will be credited to the third party carrying out those works;
- 10.1.5 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted;
- 10.1.6 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
 - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;
- 10.1.7 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
 - (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the available Credit prior to the issue of a Statement of Compliance; and
 - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

11. Localised Infrastructure

The Parties acknowledge and agree that:

- 11.1 this Agreement relates only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 11.2 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.

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12.6 Time for determining satisfaction

If Council makes a request for payment of:

- 12.6.1 a fee under clause 12.4; or
- 12.6.2 any costs or expenses under clause 12.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

12.7 Interest for overdue money

The Owner agrees that:

- 12.7.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 12.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

13. Agreement under section 173 of the Act

The Parties agree that without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

14. Owner's warranties

- 14.1 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.
- 14.2 The Owner warrants that:
 - 14.2.1 the Land Project is free of contamination of any kind; and
 - 14.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.

15. Successors in title

The Owner covenants and agrees that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

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





ADDOCKS

16. General matters

16.1 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:

- 16.1.1 personally on the other Party;
- 16.1.2 by leaving it at the other Party's Current Address;
- 16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 16.1.4 by email to the other Party's Current Email.

16.2 No waiver

The Parties agree that 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.

16.3 Severability

The Parties agree that 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.

16.4 No fettering of Council's powers

The Owner acknowledges agrees that 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.

16.5 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.

16.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

16.7 Governing law

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.

17. GST

17.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

- 17.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 17.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 17.4 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.
- 17.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 17.3.

18. GAIC

- 18.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 18.2 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from GAIC liability.

19. Commencement of Agreement

This Agreement commences on the date of this Agreement.

20. Ending of Agreement

- 20.1 This Agreement ends:
 - 20.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 20.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 20.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 20.3 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 20.4 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

AQ460130H



Schedule 1

- Wyndham North Development Contributions Plan.

Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	Project components being delivered under this agreement	Provision Trigger	Infrastructure Project Value	Credit Value
IN-90-10	Dohertys/ Morris Road,	72.55% of the project described in the Wyndham North DCP	Prior to 30 June 2018	72.55% of \$5,922,831, which is \$4,297,014 This is a July 2017 \$ figure and is not subject to any further Indexation adjustment from the date of commencement of this Agreement.	\$4,297,014 This is a July 2017 \$ figure and is not subject to any further Indexation adjustment from the date of commencement of this Agreement.

* If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.

AQ460130H
17/11/2017 \$94.60 173


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 17/11/2017 \$94.60 173

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Schedule 4

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Stage Area (in hectares) #	Open Space Contribution that the Owner is required to make under clause 52.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
Nil								

* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.
 # The figures in the columns and rows identified are subject to change as part of the subdivision process. The areas in the subdivisions ultimately certified and subject to statements of compliance will form the basis of calculations and obligations relating to open space contributions under Clause 52.01 of the Planning Scheme.

AQ460130H

17/11/2017 \$94.60 173




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Schedule 5

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2

Schedule 6

- **Subject Land – Woods Road, Truganina**
 - The land known as Lot A PS738423F being the land described in Certificate of Title Volume 11918 Folio 518
 - The land known as Lot B PS730322F being the land described in Certificate of Title Volume 11566 Folio 046

- **Planning Permit No. WYP6210/12 issued on 14 November 2014**

Schedule 7

Maintenance Period for defined categories of infrastructure

Infrastructure Project Category	Maintenance Period
IN-90-10	3 months from the date of Practical Completion

AQ460130H

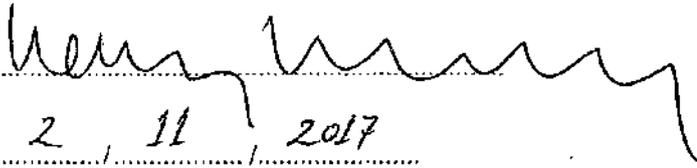
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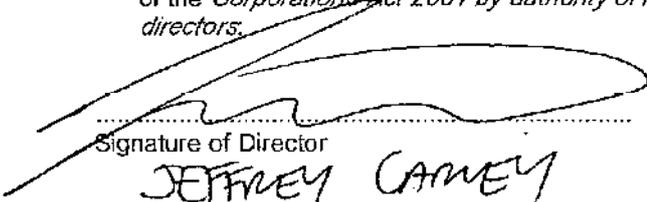
Signing Page

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

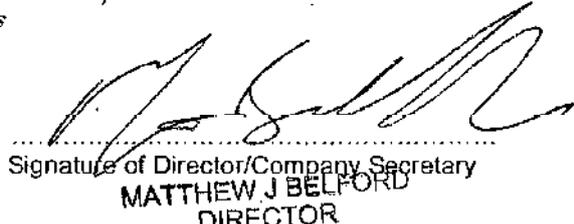
EXECUTED as an agreement
Signed for and on behalf of the **Wyndham
City Council** pursuant to Instrument of
Delegation dated 12 September 2017.


Date 2 / 11 / 2017

**Executed by ID-FLK Dohertys Road Pty Ltd
ACN 600 942 658** in accordance with s 127(1)
of the *Corporations Act 2001* by authority of its
directors.


Signature of Director
JEFFREY CARNEY

Print full name


Signature of Director/Company Secretary
MATTHEW J BELFORD
DIRECTOR

Print full name

Mortgagee's Consent

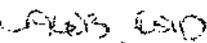
Australia and New Zealand Banking Group Ltd, as Mortgagee under instruments of mortgage no. AN472061J consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.


Signature of Attorney

EXECUTED for and on behalf of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 under Power of Attorney dated 18/12/2002 and registered in Victoria Permanent Order Book No 277 Page 19 Item 5 by DAVID FORAN who certifies that he is a Manager and has not received notice of revocation of that Power in the presence of:

(7054208; 20145233; 1)

page 23

Signature of witness: 

Address: 100 QUEEN ST MELBOURNE VIC.



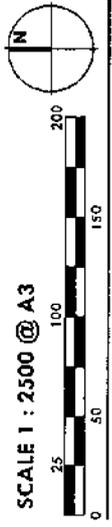
AQ460130H
 17/11/2017 \$94.60 173

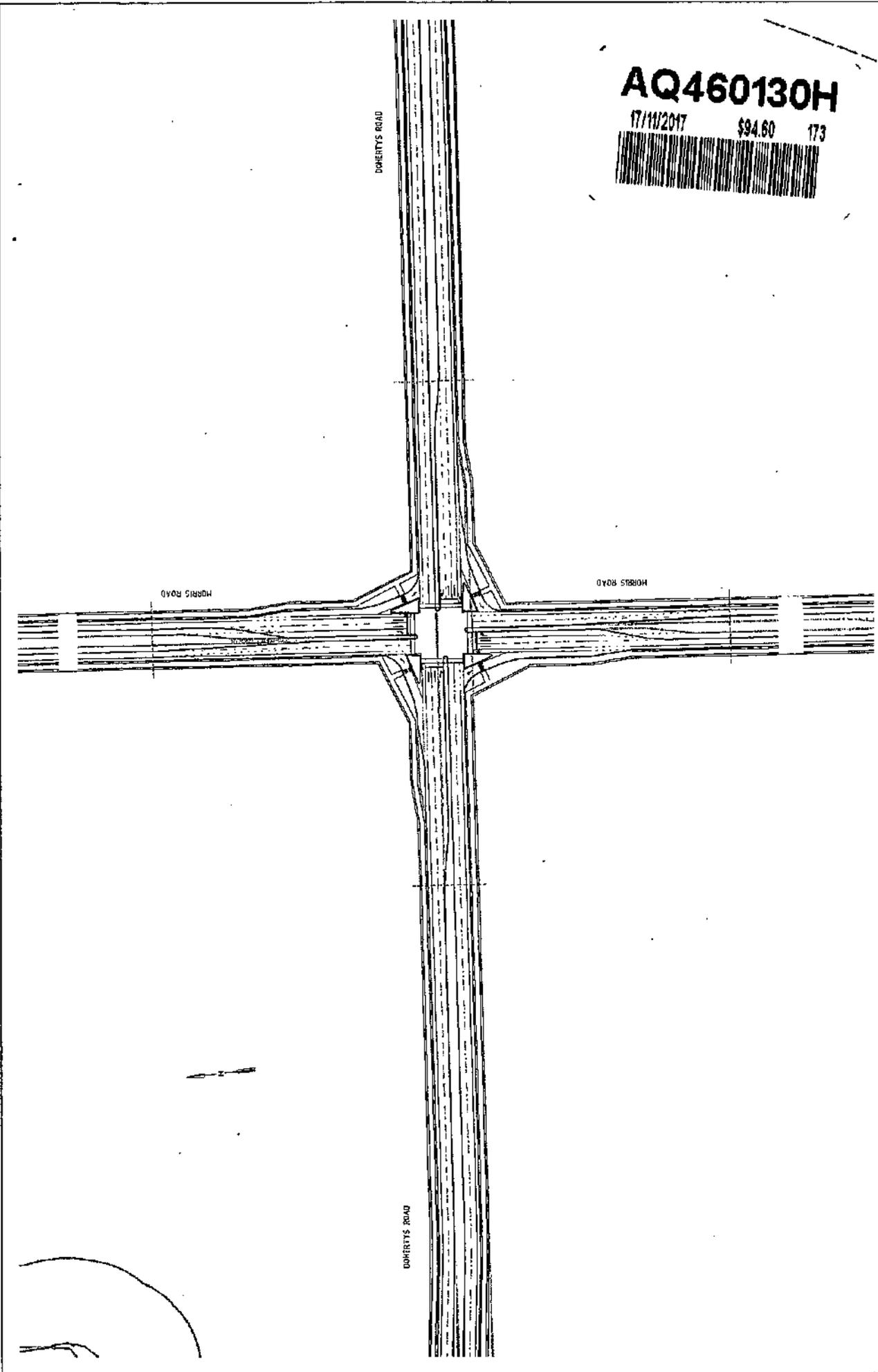

LEGEND

DFC	
ID Land	

ELEMENTS
DOHERTY'S ROAD, TRUGANINA

DCP Item
 IN-90-10
 Doherty's Road / Morris Road Intersection





DOHERTY'S ROAD

MORRIS ROAD

MORRIS ROAD

DOHERTY'S ROAD

AQ460130H

17/11/2017

\$94.60

173



PROJECT / CASE NO: 14517 PROJECT NAME: WYNDHAM NORTH PROJECT ADDRESS: IN-90-10 DOHERTY'S RD & MORRIS RD INTERSECTION TYPE: I-3		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
CLIENT: MPA MPA MPA		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
CONSULTANT: SMC SMC AUSTRALIA PTY LTD 100 WYNDHAM ST WYNDHAM VIC 3209		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
SCALE: AS SHOWN SCALE: 1:1000		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
TITLE:		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
DRAWN:		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
CHECKED:		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
APPROVED:		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	
DATE:		PROJECT NO: 3004669-007-1039 DATE: 17/11/2017	



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 31/10/2025 09:31:53 AM

Status	Registered	Dealing Number	AS449788U
Date and Time Lodged	16/08/2019 05:16:46 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM:7535916 - Proper

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

11945/744
11945/746

Instrument and/or legislation

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

Applicant(s)

Name	WYNDHAM CITY COUNCIL
Address	
Property Name	CIVIC CENTRE
Street Number	45
Street Name	PRINCES
Street Type	HIGHWAY
Locality	WERRIBEE
State	VIC



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Postcode 3030

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 legislation and any Prescribed Requirement.

Executed on behalf of	WYNDHAM CITY COUNCIL
Signer Name	THY NGUYEN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 AUGUST 2019

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 14 / 8 / 2019

**Agreement under section 173
of the Planning and Environment Act 1987**

Subject Land: Property 90-NW-04 South Property 187 Woods Road, Truganina

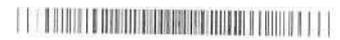
Purpose: Land Projects and Clause 53.01 Open Space

City of Wyndham

and

ID-FLK Dohertys Road Pty Ltd
ACN 600 942 658

AS449780U



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AS449788U



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 14 / 8 / 2019

Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	ID-FLK Dohertys Road Pty Ltd ACN 600 942 658
Address	level 12 484 St Kilda Road, Melbourne
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permit contains conditions 57 (WYP6210/12) 6 and 7 (WYP9315/16) requires:
 - F.1 payment of development contributions;
 - F.2 transfer of land required for public open space contributions as set out in the Truganina Precinct Structure Plan; and
 - F.3 transfer of land required for other community and road projects



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- G. The Owner has asked Council for permission to:
- G.1 to transfer to or vest in Council the Land Project; and
 - G.2 to transfer to or vest in Council the Open Space Land.
- H. Council has agreed that the Owner will:
- H.1 transfer to or vest in Council the Land Project; and
 - H.2 transfer to or vest in Council the Open Space Land.
- in return for a Credit against its development contribution liability under the Development Contributions Plan or as against its liability under clause 53.01 of the Planning Scheme as the case may be.
- I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

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

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 5.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Credit means a credit in the amount of the Land Project Value as the case may be against the Owner's Development Infrastructure Levy liability for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- 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:

- the Council email address listed on Council's website; and



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- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Agency and Collecting Agency have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan or DCP means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

Infrastructure Project means a project identified in the relevant column of the table to Schedule 2.

Land Project means a land project described in Schedule 3.

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 together with the associated land

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

Open Space Land means land for public open space land described in Schedule 4 and which may also be identified in the plan at Annexure "A".

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

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

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 Permit means the planning permit specified in Schedule 6 as amended from time to time.



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

Provision Trigger means the provision trigger or milestone set out in the relevant columns of Schedules 2, 3 or 4 as the case may be.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means the land described in Schedule 5 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.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.



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3. Purposes of Agreement

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

- 3.1 enable the Owner to satisfy various conditions of the Planning Permit;
- 3.2 record the terms and conditions on which Council agrees to the Owner undertaking any Land Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.3 to record the terms and conditions on which a Land Project will be provided to Council;
- 3.4 to record the terms and conditions on which Open Space Land will be provided to Council; and
- 3.5 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 to enable the Owner to satisfy the various conditions of the Planning Permit;
- 4.2 Council would not have consented to the Owner transferring or vesting the Land Projects without requiring this Agreement; and
- 4.3 the Owner has elected to enter into this Agreement in order procure Council's agreement to the Owner to the transferring or vesting of the Land Projects as land in lieu.

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 subject to the Owner's entitlement to a Credit and the provisions of this Agreement, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next relevant stage of the subdivision of the Subject Land.

6. Infrastructure Projects

- 6.1 Council acknowledges that this Agreement does not provide for the undertaking of the Infrastructure Projects, and that the Infrastructure Projects will be funded by Council in accordance with a separate written agreement entered into by the Parties.
- 6.2 This clause 6 remains operational and does not end until such time as a separate written agreement is entered into by the Parties for the funding of the Infrastructure Projects.



7. Land Project

7.1 Transfer or vesting of Land Project

The Owner covenants and agrees to transfer or vest in Council any Land Project:

- 7.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 7.2;
- 7.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 7.1.3 with all services to be available as specified in the relevant column of Schedule 3; and
- 7.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

7.2 Time for transfer or vesting of Land Project

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

- 7.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or
- 7.2.2 at its absolute discretion, in writing, extend the timeframe.

7.3 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting a Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.

7.4 Agreed Land Value

The Owner acknowledges and agrees that:

- 7.4.1 the Agreed Land Value :
 - (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and
- 7.4.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other



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compensation is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

8. Public Open Space

8.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes the Open Space Land:

- 8.1.1 in accordance with the relevant Provision Trigger set out in Schedule 4 of the Open Space Land unless a different date is approved by Council in writing;
- 8.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 8.1.3 with all services to be available or connected as specified in the relevant column of Schedule 4; and
- 8.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

8.2 Time for transfer or vesting of Open Space Land

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land, Council may:

- 8.2.1 refuse to issue any relevant Statement of Compliance in respect of the development of the Subject Land which remains at the time of the Provision Trigger until the Open Space Land has been transferred to or vested in Council; or
- 8.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger.

8.3 Open Space Land Value

The Developer and the Owner acknowledge and agree that:

- 8.3.1 the Open Space Land Value:
 - (a) is the fixed amount as specified in Schedule 4 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 4, as the case may be;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and
- 8.3.2 upon
 - (a) the provision of the Open Space Land to Council in satisfaction of the whole or part of its open space contribution liabilities under clause 53.01 of the Planning Scheme; or



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- (b) payment being made in accordance with this Agreement -

no compensation or further compensation is to be paid to the Developer or the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

8.4 Over – provision of Open Space Land

The Parties agree that:

- 8.4.1 as the Open Space Land that the Owner is obliged to transfer to or vest in Council under this Agreement is greater than the total public open space contributions that the Owner is required to make under clause 53.01 of the Planning Scheme in respect of the Subject Land, Council must reimburse the Owner the over-provision by way of a monetary payment to the Owner so as to equalise the open space contribution made by the Owner to the amount specified in clause 53.01 of the Planning Scheme in respect of the Subject Land; and
- 8.4.2 as a monetary payment is due to be paid to the Owner under clause 8.4.1, the monetary contribution must be paid within 28 days after the issue of the Statement of Compliance for the final stage of the subdivision of the Subject Land.

8.5 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.

9. Credit and processing of credits

9.1 Credit

The Parties agree that:

- 9.1.1 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 9.1.2 the amount of Credit identified in Clause 9.1.1 is the Agreed Land Value;
- 9.1.3 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted;
- 9.1.4 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;



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- 9.1.5 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
- (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the available Credit prior to the issue of a Statement of Compliance; and
 - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

10. Localised Infrastructure

The Parties acknowledge and agree that:

- 10.1 this Agreement relates only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 10.2 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.

11. Further obligations of the Parties

11.1 Transaction costs

The Owner covenants and agrees that where the Owner is required to transfer or vest a Land Project or Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

11.2 Notice and registration

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

11.3 Further actions

The Owner covenants and agrees that the Owner:

- 11.3.1 must do all things necessary to give effect to this Agreement;
- 11.3.2 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
- 11.3.3 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.



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11.4 Fees

The Owner covenants and agrees that within 14 days of a written request for payment, the Owner must pay to Council any:

- 11.4.1 Plan Checking Fee;
- 11.4.2 Satisfaction Fee; or
- 11.4.3 Consent Fee

as required.

11.5 Council's costs to be paid

The Owner covenants and agrees that 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:

- 11.5.1 preparing, drafting, finalising, signing, and recording this Agreement;
- 11.5.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 11.5.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.6 Time for determining satisfaction

If Council makes a request for payment of:

- 11.6.1 a fee under clause 11.4; or
- 11.6.2 any costs or expenses under clause 11.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

11.7 Interest for overdue money

The Owner agrees that:

- 11.7.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 11.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

12. Agreement under section 173 of the Act

The Parties agree that without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.



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13. Owner's warranties

- 13.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 13.2 The Owner warrants that:
- 13.2.1 the Land Project is free of contamination of any kind; and
 - 13.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.

14. Successors in title

The Owner covenants and agrees that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

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

15. General matters

15.1 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:

- 15.1.1 personally on the other Party;
- 15.1.2 by leaving it at the other Party's Current Address;
- 15.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 15.1.4 by email to the other Party's Current Email.

15.2 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.

15.3 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.



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15.4 No fettering of Council's powers

The Owner acknowledges agrees that 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.

15.5 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.

15.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15.7 Governing law

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.

16. GST

16.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

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

16.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 16.4 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.

16.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 16.3.

17. GAIC

17.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

17.2 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from GAIC liability.



18. Foreign resident capital gains withholding

18.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

18.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project is transferred to or vested in Council.

18.3 Excluded transaction

18.3.1 Clause 18.5 does not apply if:

- (a) the transfer or vesting of the Land Project is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project is an Excluded Transaction no later than 10 Business Days before the Land Project as the case may be is transferred to or vested in Council's ownership.

18.3.2 Without limiting clause 18.3.1, the transfer or vesting of a Land is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than \$750,000.

18.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project, then Council will adjust the withholding amount (as specified in clause 18.5 below) in accordance with the Variation Notice.

18.5 Withholding

18.5.1 This clause 18.5 applies if the Owner is taken to be foreign residents under clause 18.2 and the Owner has not satisfied Council that the transfer or



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vesting of the a Land Project is an Excluded Transaction under clause 18.3.

- 18.5.2 Subject to clauses 18.5.3 and 18.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:
- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
 - (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 18.4,

(withholding amount).

- 18.5.3 Subject to clause 18.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:
- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
 - (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

- 18.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:
- (a) a cash payment equal to 12.5% of the market value of the Land Project valued as at the date of this Agreement; or
 - (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

18.6 Council to remit withholding amount

- 18.6.1 Council agrees to:
- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
 - (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and



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- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

18.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 18.5.

18.8 Owner to co-operate

18.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 18.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

18.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

18.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 18 is true and correct.

18.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

19. Commencement of Agreement

This Agreement commences on the date of this Agreement.

20. Amendment of Agreement

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

20.2 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



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Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

21. Ending of Agreement

21.1 Subject to clause 6.2, this Agreement ends:

21.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

21.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

21.2 Subject to clause 6.2, upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

21.3 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

21.4 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



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Schedule 1

Wyndham North Development Contributions Plan

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Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*
CU-90-01	Construction of waterway culvert – Dohertys Road crossing of Forsyth Road drain.
RD-90-02	Construction of part of RD-90-02, 177 linear metres minus 3 metre shared path

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Schedule 3

Land Project

DCP Project No.	Description of Land Project*	Land area to be provided under this agreement.	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Credit Value
CO-90-04	Land for Truganina Level 2 multi-purpose community centre. totalling 0.8 hectare.	0.8 hectares located on Property 90-NW-04 of the Truganina a PSP	Prior to 1 July 2020	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,320,000 Calculated as \$1,650,000 per hectare x 0.8000 hectares = \$1,320,000 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement	\$1,320,000 This is a 1 July 2018 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.
IN-90-06	Land for Morris Road/East West Connector Intersection totalling 0.3149 hectares. The total land required for the intersection is 1.038 hectares located on properties 90-NW-04 and 90-NW-05	0.3149 hectares located on Property 90-NW-04 of the Truganina a PSP.	Prior to 31 December 2019	Council	- -	\$519,585 Calculated as \$1,650,000 per hectare x 0.3149 = \$519,585 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement	\$519,585 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement



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IN-90-09	<p>Land for Dohertys Road / North-south Connector intersection totalling 0.0289 hectares.</p> <p>The total land required for the intersection is 0.3491 hectares located on properties 90-NW-04 and 90-NW-10 and 90-SW-12</p>	0.0289 hectares located on Property 90-NW-04 of the Truganin a PSP.	Prior to 31 December 2019	Council	<p>Power Gas Water Drainage Telecommunications Sewer</p>	<p>\$47,685</p> <p>Calculated as \$1,650,000 per hectare x 0.0289 hectares = \$47,685</p> <p>This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement</p>	<p>\$47,685</p> <p>This is a 1 July 2018 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement</p>
IN-90-11	<p>Land for Dohertys Road / Woods Road intersection totalling 0.0029 hectares.</p> <p>The total land required for the intersection is 0.8303 located on properties 90-NW-01, 90-NW-02, 90-NW-03, 90-NW-04, 90-NE-02R, 90-SW-06, 90-SW-07, and 90-se-05</p>	0.0029 hectares located on Property 90-NW-04 of the Truganin a PSP.	Prior to 31 December 2019	Council	<p>Power Gas Water Drainage Telecommunications Sewer</p>	<p>\$4,785</p> <p>Calculated as \$1,650,000 per hectare x 0.0029 hectares = \$4,785</p> <p>This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement</p>	<p>\$4,785</p> <p>This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement</p>



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Schedule 4

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Open Space Contribution that the Owner is required to make under clause 53.01 of the Planning Scheme	Actual Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
Park ID P NE-05, PNE-04B, P NW-02 and P NE-04 in Plan 4 of the Truganina PSP					3% or 1.1586 hectares of Net Development Area of 38.62 hectares as per Truganina Precinct Structure Plan for Property 90-NW-04.	1.3333 hectares or 3.45% of the Net Developable Area as shown in the Truganina Precinct Structure Plan. 0.1747 hectares / 0.45% overprovision of passive open space	
P-NW-02	0.576 hectares to be provided in accordance with the Truganina PSP.	As vested to Council on PS730359 on 06 June 2016.	Council	All services including: Power Gas Water Drainage Telecommunications Sewer	3% or 1.1586 hectares of Net Development Area of 38.62 hectares as per Truganina Precinct Structure Plan for Property 90-NW-04.	0.7327 hectares	Value as at 1 July 2016 \$494,572 Property 90-NW-04 0.7327hectares x \$675,000= \$494,572 Open Space Land Value for vested P-NW-02 is \$494,572
P NE-05	0.22 ha to be provided as land in accordance with the Truganina PSP.	As vested to Council on PS738411 on 30 August 2017.	Council	All services including: Power Gas Water Drainage Telecommunications Sewer	3% or 1.1586 hectares of Net Development Area of 38.62 hectares as per Truganina Precinct Structure Plan for Property 90-NW-04.	0.2103 ha	Value as at the 1 July 2017 \$278,647 Property 90-NW-04 0.2103 hectares x \$1,325,000 = \$278,647



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							Open Space Land Value for vested P-NW-05 is \$278,647
P NE-04B	0.2 ha to be provided as land in accordance with the Truganina PSP.	Before 31 December 2019.	Council	All services including: Power Gas Water Drainage Telecommunications Sewer	3% or 1.1586 hectares of Net Development Area of 38.62 hectares as per Truganina Precinct Structure Plan for Property 90-NW-04.	0.2106ha	Value as at the 1 July 2018 \$358,020 Property 90-NW-04 0.21 hectares x \$1,700,000 = \$358,020 Open Space Land Value for P-NE-04B is \$358,020
P NE-04	0.3716 ha to be provided as land in accordance with the Truganina PSP.	Before 1 July 2020	Council	All services including: Power Gas Water Drainage Telecommunications Sewer	3% or 1.1586 hectares of Net Development Area of 38.62 hectares as per Truganina Precinct Structure Plan for Property 90-NW-04.	0.1797 ha	Value as at the 1 July 2018 \$305,490 Property 90-NW-04 0.1797 hectares x \$1,700,000 = \$305,490 Open Space Land Value for P-NE-04 is \$305,490
Over provision (in hectares)	0.2124 hectares to be provided as cash to the Owner in accordance with clause 8.4 of this Agreement	Clause 8.4 of the Agreement provides for the timing of the payment to the Owner	N/A	N/A	3% or 1.1586 hectares of Net Development Area of 38.62 hectares as per Truganina Precinct Structure Plan for Property 90-NW-04.	1.3333 hectares or 3.45% of the Net Developable Area as shown in the Truganina Precinct Structure Plan. 0.1747 hectares / 0.45% overprovision of passive open space	\$296,990 0.1747 hectares of over provision, value as at 1 July 2018: (0.1747 hectares x \$1,700,000) = \$296,990 This is 1 July 2018 figure subject to revaluation on an annual basis. The methodology for determining the Open Space Values is the application of the relevant 1 July revaluation amount calculated by Council as part of the its annual DCP and 53.01 land revaluation. 0.1747 hectares x 'A' = Open Space Value Where 'A' is the relevant 53.01



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							land revaluation provided to Council for Property 90-NW-04 in the Truganina Precinct Structure Plan as at 1 July each year.
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Schedule 5

Subject Land

- Certificate of Title Volume 11945 Folio 744; and
- Certificate of Title Volume 11945 Folio 746.

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Schedule 6

Planning Permit

- Planning Permit No. WYP9315/16 issued on 10th May 2017; and
- Planning Permit No. WYP6210/12 issued on 14th November 2014

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Signing Page

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

EXECUTED as a Deed.

Signed for and on behalf of the **Wyndham City Council** by its duly authorised delegate.)
)
)

.....
Signature of Delegate

.....
Date

Executed by **ID-FLK DOHERTYS ROAD PTY LTD ACN 600 942 658** in accordance with s 127(1) of the *Corporations Act 2001* by authority of its directors:)
)

.....
Signature of Director

.....
Matthew James Belford

.....
Print full name

.....
Signature of Director/Company Secretary

.....
Jeffrey Michael Garvey

.....
Print full name

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Signing Page

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

EXECUTED as a Deed.)
Signed for and on behalf of the **Wyndham City**)
Council by its duly authorised delegate.)

.....
Signature of Delegate

.....
Date

Executed by **ID-FLK DOHERTYS ROAD PTY**)
LTD ACN 600 942 658 in accordance with)
s 127(1) of the *Corporations Act 2001* by
authority of its directors:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

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Mortgagee's Consent

Australia and new Zealand Banking Group Ltd Pty Ltd as Mortgagee under instrument of mortgage no. AN 472061J 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.

CARA PIERCE

AS449788U

BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 1415334078575/0

Performance Solution

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement

P2.3.1 - Fire Spread

Details of Performance Solution

Class 1a and 10a – Protection of Class 10a Garage Eaves (Exposed End) within 900mm of the Allotment Boundary (Report PBS 3489 19)

To allow the exposed ends of the eaves of the Class 10a building attached to a Class 1a dwelling, located within 900mm of the allotment boundary to be protected from the spread of fire using 15mm (minimum thickness) fibre cement sheet and non-combustible construction.

Prescribed Reporting Authorities

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

Reporting Authority

Council

Matter reported on or consented to

Point of discharge stormwater

Regulation number

Reg 133(2)

Protection work

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

INSPECTION REQUIREMENTS

The mandatory notification stages are:

- - Piers
- - Pre Slab
- - Concrete Slab Reinforcement
- - Framework
- - Final completion of works

For mandatory inspection bookings please call 8770 9900 or email inspections@buildingstrategies.com.au prior to 4.00pm weekdays for the following weekday inspection

OCCUPATION OR USE OF BUILDING

An **Occupancy Permit** inspection is required prior to the occupation or use of this building.

If an Occupancy Permit is required, the permit is required for the **whole** of the building in respect of which the building work is carried out.

Commencement and completion

Building Works must commence by: 28/11/2020

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: 28/11/2021

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

BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 1415334078575/0

PERMIT CONDITIONS

This permit is subject to the following conditions

- This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
- The person in charge of carrying out of the building work must ensure the building work does not encroach over the title boundaries of the subject allotment.
- The person that is named as the builder in the building permit issued for the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage of that work.
- The builder named in the building permit issued for the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work.
- The builder named in the building permit must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress.
- If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with.
- Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.
- All building work shall be carried out in accordance with the Building Act 1993 and Building Regulations 2018.
- It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
- **Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the builder to ensure compliance prior to construction of (eg. Prior to pouring concrete). A licenced land surveyor is required to be engaged to verify specific finish floor levels.**
- Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m² catchment area for tanks.
- It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be isolated from the proposed building works.
- The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of these authorities.
- It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
- Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out.
- All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public
- During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.

BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 1415334078575/0

- No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment.
- The substitution of the specified fire-rated products, systems and materials is not permitted
- Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or part 3.12 of the NCC (as applicable)
- Truss computations and layouts to be submitted for approval prior to the frame inspection.
- The building(s) are to be protected from Termites in accordance with AS3660.1 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.
- Section 10 (2) of the Building Act 1993 has been applied in relation to the use of National Construction Code (BCA) 2019, in that substantial progress has been done to its design prior to the implementation of the legislation introduced 1/5/2019.
- Wall framing specifications and layouts to be submitted for approval prior to the frame inspection.

Jason Daniels

3/55-57 Wangara Road, Cheltenham
permits@buildingstrategies.com.au

Registration Number: **BS-U 1441**

Council Name: **Wyndham City Council**

Permit Number: **1415334078575/0**

Date Permit Issued: **28/11/2019**

Signature:





Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details: Number: **17** Street: **Montgomery Drive** Suburb: **TRUGANINA**
Lot: **1316** LP/PS: **PS804341R** Vol: **12146** Fol: **674**
Municipality: **Wyndham City Council**

Building Permit details:

Building Permit number: **1415334078575/0**
Version of BCA applicable to building permit - **2016**

Building details

Part of Building	Permitted use	BCA Classification
Dwelling	Domestic	1a(a)
Garage	Domestic	10a

Nature of Building Work: **Construction of a single storey dwelling and garage**

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

Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)

Conditions to which this permit is subject:

- The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named '*Foundation maintenance and Footing Performance: A home Owners Guide*'.
- The owner(s) of the building(s) is responsible for maintaining the buildings construction requirement and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 – '*Construction of buildings in bushfire areas*' and in a state which enables them to fulfill their purpose.
- The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable)
- The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose.
- This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable).

6. All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level
7. All landscaping must maintain a clearance below the building's damp proof course (i.e. base of weep holes) of 150mm above the adjacent finished ground level; 75mm above the finished paved, concreted or landscape areas that slope away from the building; or 50mm above finished paved, concrete or landscaped areas that slope away from the wall and protected from the direct effect of weather by a carport, verandah or the like

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: Jason Daniels - Advance Building Strategies

Address: 3/55-57 Wangara Road, Cheltenham Vic 3192

Email: permits@buildingstrategies.com.au

Building practitioner registration no.: BS-U 1441

Council name: Wyndham City Council

Occupancy Permit No: **1415334078575** Date of Issue: **08 May 2020**

Date of final inspection: **08 May 2020**

Signature:



Domestic Building Insurance

Certificate of Insurance

Ting Wang U 7 50 Lillimur Rd ORMOND VIC 3204	Policy Number: C478324 Policy Inception Date: 28/11/2019 Builder Account Number: 001168
---	---

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

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

At the property: **17 Montgomery Dr TRUGANINA VIC 3029 Australia**

Carried out by the builder: **EVO CONSTRUCTION PTY LTD**

Builder ACN: **138662923**

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

For the building owner(s): **Ting Wang**

Pursuant to a domestic building contract dated: **17/07/2017**

For the contract price of: **\$ 169,333.00**

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

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

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

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

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

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

Period of Cover

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

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

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

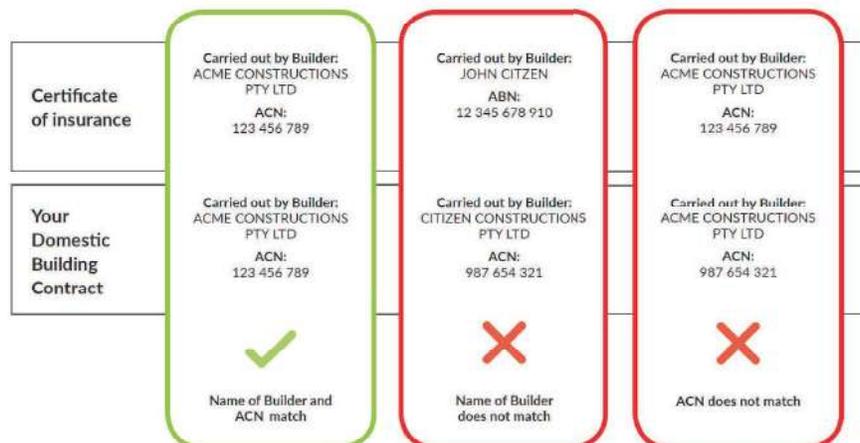
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$640.00
GST:	\$64.00
Stamp Duty:	\$70.40
Total:	\$774.40

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





Rates Correspondence
 Wyndham City
 PO Box 197
 Werribee Victoria 3030
 www.wyndham.vic.gov.au
 mail@wyndham.vic.gov.au
 ABN: 38 393 903 860

General Enquiries
 1300 023 411

Customer Service Centres
Civic Centre Mon - Fri 8.30am - 5pm
Point Cook Community Learning Centre
 Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
 Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
 Mon - Fri 9am - 5pm

Notice of Rates & Charges

2025 - 2026

1 July 2025 - 30 June 2026

Assessment Number 244124	Due Date 30/09/2025
Bank Reference Number 2267394	Issue Date 01/08/2025
244124 	

[View Important Information About Rates & Valuations](#)

024-3029 (35432)
 E

V Jauhari & V Jauhari
 45 Monet Drive
 TRUGANINA VIC 3029

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

PROPERTY LOCATION AND DESCRIPTION
 V 12146 F 674 L 1316 PS 804341 Truganina Parish
17 Montgomery Drive TRUGANINA VIC 3029
 120 - Single Unit/Villa Unit/Townhouse
Property Owner: V Jauhari, V Jauhari

2025-26 Waste Voucher
 Present this voucher to dispose of one domestic load of waste from this property at the Wyndham Refuse Disposal Facility at 470 Wests Road, Werribee, free of charge.
Voucher expires 30 September 2026



WYN25AJEB000689975

LEVEL OF VALUATION	DATE DECLARED	SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE	WARD	ARREARS OUTSTANDING
01/01/2025	01/07/2025	\$200,000	\$500,000	\$25,000	Bemin	
Developed Land (0.002216 x CIV)					\$1,108.00	1st Instalment 30/09/2025
Municipal Charge					\$70.32	
Waste Management Charge					\$461.80	\$464.62
Emergency Services and Volunteers Fund (ESVF) Collected on behalf of the State Government						
ESVF Residential Fixed					\$136.00	2nd Instalment 30/11/2025
ESVF Residential Variable					\$86.50	
TOTAL AMOUNT					\$1,862.62	\$466.00
						3rd Instalment 28/02/2026
						\$466.00
						4th Instalment 31/05/2026
						\$466.00

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

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

eZYBILL Go Green! Have your Rates Notice delivered by email.
 Sign up at EzyBill at <https://wyndham.ezybill.com.au>

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

244124



464.62



Assessment No. 244124

Name V Jauhari & V Jauhari

Address 17 Montgomery Drive
 TRUGANINA VIC 3029

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

Online | Direct Debit | Bpay | Australia Post | Payment in Person | Mail



*396 2267394

1st Instalment by
 30/09/2025
\$464.62

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

Appeal against rates

If you do not agree with a rate or charge and believe that:

- (a) a rate has been declared in respect of non-rateable land;
- (b) the rate or charge assessment has been incorrectly calculated; or
- (c) the wrong person has been levied with the rate or charge,

please contact Council's Rating Services Unit on 1300 023 411 to discuss the matter further.

If you are not satisfied with the outcome of your enquiry you may, within 60 days of receiving this notice, appeal to the County Court under section 184 of the *Local Government Act 1989*, and notify Council in writing of your intention to appeal.

Notice of valuation

Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2025 for the 2025 general valuation.

Council's general valuation may be used by other rating authorities to assess rates and taxes. The State Revenue Office (SRO) uses the general valuation to assess land tax. Further information on this use can be found on the SRO website (www.sro.vic.gov.au).

Objection against valuation

Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objections Portal on the Land Use Victoria website, and must set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 60 days of the issue date of this notice. Please contact Rating Services Unit on 1300 023 411 to discuss your appeal.

The lodging of an objection does not constitute grounds for non-payment of the council rate as assessed on this notice. Payment is required to be made by the due date pending the outcome of any objection.

Differential rates

In accordance with the requirements of Section 5 of the *Local Government (General) Amendment Regulations 2023*, Council is required to provide the following differential rate comparisons information detailing what rates would have been payable for your property under each differential class.

Please note that property classifications are applied by the Valuer General Victoria. Further information on council's differentials can be found on our website: www.wyndham.vic.gov.au/services/rates-valuations/valuations and in the current Annual Plan and Budget.

Differential	Rates in \$	Total
Capital Improved Value		\$500,000
Recreation Land	0.001108	\$554.00
Developed Land	0.002216	\$1,108.00
Commercial Developed Land	0.003102	\$1,551.00
Industrial Developed Land	0.003546	\$1,773.00
Residential Development Land	0.003767	\$1,883.50
Residential Vacant Land	0.003546	\$1,773.00
Commercial Vacant Land	0.003767	\$1,883.50
Industrial Vacant Land	0.003989	\$1,994.50
Farm Land	0.001773	\$886.50
Rural Lifestyle Land	0.001994	\$997.00
Rural Vacant Land	0.002216	\$1,108.00

*Note: There may be minor decimal variances due to rounding

Please contact Council's Rating Services Unit on 1300 023 411 with any enquiries.

Capping of Council rates

Council has complied with the Victorian Government's rates cap of 3.0 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons—

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Payment of rates

Council has declared that rates and charges are to be paid by instalments. If you prefer to make a single full payment, this must be done by the first instalment due date to avoid any penalty interest. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

1. Legal costs owing (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing (if any)

Arrears and late payments

Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: www.wyndham.vic.gov.au for Councils Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at the rate set by the *Penalty Interest Rates Acts 1983*, from the due date of each overdue instalment unless a payment plan is in place. The current penalty interest rate is 10%.

Council may refer any arrears balance to a debt collection agency and commence legal action for its recovery. Please contact Council to discuss payment plan options if you are experiencing difficulty in making payment.

Pensioner rebate

Pensioner Concession Card holders may be entitled to a rebate on rates, charges and the Emergency Services Volunteer Levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.

Please note: Health Care Cards are not accepted for pensioner rebates.

Financial hardship

If you are experiencing financial hardship, please contact Council's Rates Collections team on 1300 023 411 to discuss payment plan options.

Updating details

If the postal information on this notice is incorrect, please update your details by completing an online form at www.wyndham.vic.gov.au. If you cannot update your details online, please contact Council on 1300 023 411.

Privacy statement

Your personal information is being collected by Wyndham City Council for the purpose of identifying you when communicating with Council and for the delivery of services and information. The personal information will be securely stored in Council's Customer Database. We will not disclose your personal information without your consent, except where required or authorised to do so by law. The personal information will be handled in accordance with the *Privacy and Data Protection Act 2014* and Council's *Privacy Policy*, available at www.wyndham.vic.gov.au/privacy-policy. You may contact Council with concerns about the privacy of your personal information at mail@wyndham.vic.gov.au

METHODS OF PAYMENT *American Express now accepted*

Online 
www.wyndham.vic.gov.au
 Quote your Bank Reference Number shown on the front of this notice. MasterCard, Visa & American Express accepted.

Direct Debit 
 To apply, please download and complete a Direct Debit Application Form visit: www.wyndham.vic.gov.au
 Complete and return via:
 Mail: PO Box 197
 Werribee, Victoria 3030
 Email: mail@wyndham.vic.gov.au
 In Person: Civic Centre,
 45 Princes Highway, Werribee.

BPAY **BPAYVIEW**
 Contact your participating financial institution to make a payment.
Biller Code 76869
Reference number
2267 394

Australia Post 
Post Billpay
In-store:- Present this account & your payment in-store at Australia Post. Cash, Cheque, EFTPOS, Credit Card accepted.
By phone: 131816 Credit Card accepted.
Online: auspost.com.au/postbillpay Credit Card accepted.
Billpay Code 0396
Reference number
2267 394

Payment in Person 
 Pay in person at any Wyndham City Customer Service Centre.
Civic Centre
 Mon – Fri 8.30am – 5pm.
Point Cook Community Learning Centre
 Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
 Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
 Mon - Fri 9am - 5pm
Please note:-
 Community Learning Centres accept card payment only.

Mail 
 Mail this slip with cheque or money order to:-
 Wyndham City
 PO Box 197
 Werribee Victoria 3030
Please note:
 Receipts will not be issued.



Mr Vivek & Mrs Viral Jauhari
45 Monet Drive
TRUGANINA VIC 3029

Account number

42336 20000

Tax Invoice 423226017795

Date of issue 17 Oct 2025

Service address

17 Montgomery Drive, Truganina
VIC, 3029

Amount to pay

\$185.76

Previous bill	\$541.14
Payments received	-\$541.14
Balance	\$0.00
Current charges	\$185.76
Total charges	\$185.76

Pay by

12 Nov 2025

**Having trouble
paying your bill?**

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

Please see page 2 for detailed information

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

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



BPAY

Bill code: **8789**
Ref: **42336200001**
Go to bpay.com.au

© Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

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



Australia Post

Billpay code: **0362**
Ref: **0423 3620 0001**

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

Centrelink

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
42336 20000



Usage and charges

Outstanding balance					\$0.00
Your network charges ¹					
	Charge period				Amount
Water	01/10/2025 - 31/12/2025				\$56.52
Sewer	01/10/2025 - 31/12/2025				\$75.11
Total network charges					\$131.63
Other charges and adjustments					
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)	
Waterways & Drainage ² For Melbourne Water	01/10/2025 - 31/12/2025	\$3,465.00	\$31.50		\$31.50
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/10/2025 - 31/12/2025	\$3,465.00	\$22.63		\$22.63
Total other charges and adjustments					\$54.13

Your total charges

\$185.76

Questions about your bill?

If you've noticed some changes to your bill or you need help understanding it, visit gww.com.au/yourbill or call **13 44 99**.

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

Your charges explained

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

For more information visit gww.com.au/charges

We're here to help

13 44 99

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

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

We're here to help

There are options available if you're having trouble paying your bill. Visit gww.com.au/financial-support



A message from our Acting Managing Director

Hi, I'm Craig and I've joined Greater Western Water from Melbourne Water as Acting Managing Director for a short period.

My focus, like everyone at GWW, is on delivering safe, reliable water services and supporting our customers. I know billing issues continue to cause frustration for some customers. We're sorry. We've recently shared the findings of an independent review into the incident. Alongside this, we are delivering a return to service plan to get our systems back on track.

We're also looking ahead. With dry conditions and a growing population, our water supplies are under pressure. We're planning ahead to secure supply – and every action you take to use water wisely makes a difference too.

Together with the team, I'll be working hard to keep GWW a trusted and reliable part of your daily life, and continually improving where we can and need to be better.

Craig



Making every drop count

After last year's dry summer, it's natural to wonder what this one will bring. In Greater Melbourne, anything's possible!

Whatever the weather, it's important to continue finding ways to save precious drinking water. Our climate is drying and less water is flowing into our storages than we need to support a growing population.

Every drop counts and we all have a part to play so there's enough water for everyone, now and into the future. By being mindful of our daily use, we can aim to keep our average water use around 150 litres per person, per day.

You can learn more about how to reduce your daily water use and help us save precious drinking water at [gww.com.au/target-150](https://www.gww.com.au/target-150)

Customers have their say on our performance

We've published our annual Customer Outcomes Report, showing how we're tracking against the five commitments we made to customers in our price submission 2024-28.

For the first time, 21 members of our customer forum assessed our performance, giving us an overall rating of "largely met", despite our ongoing billing challenges.

They highlighted strong results in areas like recycled water and caring for Country, while also pointing out areas where we can improve.

The report shares the forum's feedback in full, offering a clear view of our performance through the eyes of our customers.

You can read it at [gww.com.au/ourperformance](https://www.gww.com.au/ourperformance)



Independent review findings and our response

A report with the findings of an independent review into the customer billing incident has been published, providing 25 recommendations to strengthen our governance, communication, billing systems and customer support. We've accepted every recommendation and are taking action.

Greater Western Water Chair, The Hon. Lisa Neville, said: "Our customers deserve better, and we take full responsibility for what's happened. We're acting with urgency to put things right."

Read the report and the Chair's full statement at [gww.com.au/independentreview](https://www.gww.com.au/independentreview)



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

Grants and sponsorships awarded

We're proud to be supporting 28 community groups this year to help make their community projects, events and activities come to life. After a record number of applications, we've awarded \$180,000 in grants and sponsorships.

The grants cover a wide range of initiatives across our service area, from multicultural festivals to community outreach programs. For example, Jawbone Marine Sanctuary Care Group volunteers will use their funding to raise awareness and help protect the Williamstown sanctuary and its feeder tributary Kororoit Creek. The group are engaging young people and citizen scientists in conservation and education activities.

Our Thriving Communities program reflects our commitment to improving community health and wellbeing. See what else we're supporting at gww.com.au/grants-sponsorships



Jawbone Marine Sanctuary Care Group engage young people and citizen scientists in conservation and education activities.



Growing a greener future

In July we celebrated National Trees for Schools Day by delivering 3,552 native trees to 89 schools across Melbourne's west, in partnership with the Victorian Government through the More Trees for a Cooler, Greener West program.

The program provides schools with tube stock, as well as stakes and guards to help the trees grow. Increasing tree canopy cover delivers many local benefits including better air quality, urban cooling and bird and wildlife habitat.

Hundreds of students and school staff rolled up their sleeves to get involved and help grow a greener future for their communities.

Learn more about the program at gww.com.au/trees-schools

Are you ready for bushfire season?

We're getting our water network ready for bushfire season by checking assets and working with emergency services to keep water flowing when it matters most.

During a bushfire, extreme heat and high demand can affect water pressure, quality and supply, so it's important to plan ahead.

Here's how you can be ready:

- store extra drinking water for everyone (including pets)
- keep hydrants and water assets near your property clear of any obstructions
- stay updated via our website and social media.

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



Update your contact details

Make sure we have your current mobile number so you don't miss important water or safety alerts.

To update your details call us on **13 44 99**.

Contact us

Call **13 44 99**

Visit gww.com.au

 @greaterwesternwater

 @greaterwesternwater

 @GWWVic

 @greaterwesternwater

From www.planning.vic.gov.au at 31 October 2025 09:41 AM

PROPERTY DETAILS

Address: **17 MONTGOMERY DRIVE TRUGANINA 3029**
Lot and Plan Number: **Lot 1316 PS804341**
Standard Parcel Identifier (SPI): **1316\PS804341**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **244124**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 360 B10**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **LAVERTON**
OTHER
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

Note

**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 10 \(UGZ10\)](#)



UGZ - Urban Growth

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

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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 CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 \(DCPO13\)](#)



 **DCPO - Development Contributions Plan Overlay**

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

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



 **Land added to the UGB since 2005**

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Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Further Planning Information

Planning scheme data last updated on 31 October 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Created at 31 October 2025 09:41 AM

PROPERTY DETAILS

Address: **17 MONTGOMERY DRIVE TRUGANINA 3029**

Lot and Plan Number: **Lot 1316 PS804341**

Standard Parcel Identifier (SPI): **1316\PS804341**

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

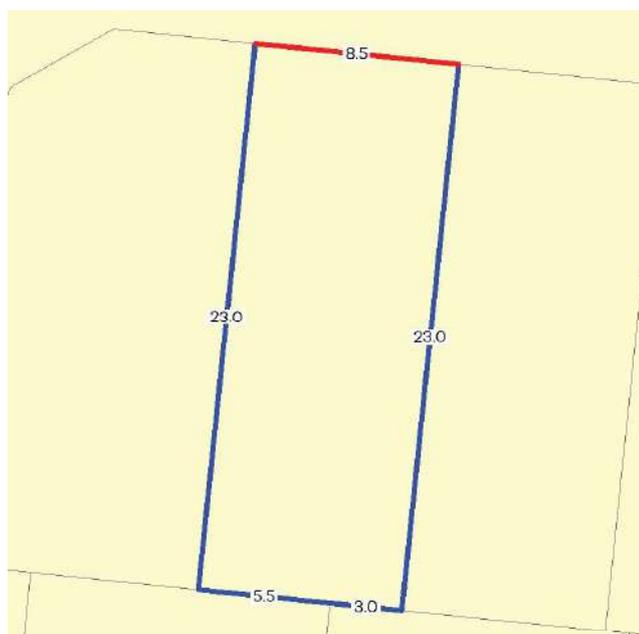
Council Property Number: **244124**

Directory Reference: **Melway 360 B10**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 195 sq. m

Perimeter: 63 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **LAVERTON**

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



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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