

CONTRACT OF SALE OF REAL ESTATE

Property address: **13 Fairhill Road Wollert Vic 3750**



C J R L E G A L

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: **13 Fairhill Road Wollert Vic 3750**

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 Form of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached and in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE YOU SIGN IT NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of 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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

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

Print name of person signing:

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

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

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

Bradley Ross Warren

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 mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT	Harcourts Rata & Co	
	Of	
Mob: 9465 7766	Ref:	Email: sold@rataandco.com.au

VENDOR	Bradley Ross Warren
---------------	---------------------

VENDOR'S LEGAL PRACTITIONER		
	CJR LEGAL Of Level 1, 2-8 Lake Street Caroline Springs Vic 3023	
Tel: 0411637341	Ref: CO: 6810	Email: charmaine@cjrlegal.com.au

PURCHASER	
Address:	
Telephone:	

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER	
Address:	
LAND (general condition 3 & 9)	The land more particularly described in Certificate of Volume 12516 Folio 624
	The Land includes all improvements and fixtures.
PROPERTY ADDRESS	13 Fairhill Road Wollert Vic 3750
GOODS SOLD WITH LAND	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.
PAYMENT	
Price	\$
Deposit	\$ _____ by _____ (of which \$ _____ has been paid)
Variations	\$
Balance	\$ _____ payable at settlement

GST (refer to general condition 13)

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

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

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

SETTLEMENT Is due on

LEASE

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:

TERMS CONTRACT

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

LOAN (refer to general condition 14)

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

INFORMATION ONLY

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 Vendor's 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.

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 preemptive 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 Vendor's Statement.
- 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 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted— if the security interest is registered in the Personal Property Securities Register.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—

(a) is not described by serial number in the Personal Property Securities Register; and

(b) is predominantly used for personal, domestic or household purposes; and

(c) 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.

7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.

7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.7 In addition to ensuring a release is received under general condition 7.2(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.

7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 If the purchaser does not provide an advice under general condition 7.8, 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.

7.10 If settlement is delayed under general condition 7.9, 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.

7.11 Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

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 a farming business 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 a 'farming business':
- (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 post is taken to have been served on the next business day after posting, unless proved otherwise.
- 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
- 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 purchaser, 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 property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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

1 DEFINITIONS

In this Contract:

ASIC means the Australian Securitisation and Investments Commission;

Authority means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

Business Day means any day other than:

- (a) A Saturday or Sunday;
- (b) A public holiday in the capital city of the Relevant State; or
- (c) A day in the period 24 December to 4 January (inclusive).

Charges means any duties, taxes or charges;

Contract means these Special Conditions, together with the General Conditions (as amended) and the Annexures, Schedules and Attachments to this contract;

Day of sale means the date by which both parties have signed the Contract;

FIRB means the Foreign Investment Review Board established under the Takeovers Act;

General Conditions means the general conditions attached to this Contract;

GST means GST within the meaning of the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

Guarantee means a deed of guarantee and indemnity in the form contained in Annexure A;

Property means the land and improvements (if any) named in the Particular of Sale in this Contract

Purchaser means the purchaser named in the Particulars of Sale in this Contract;

Sale of land Act means the *Sale of Land Act 1962 (Vic)*;

Service includes any communication, drainage, garbage, electricity, gas, , sewerage, telephone, telecommunications, or water service;

Takeovers Act means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*;

Vendor means the vendor named in the Particulars of Sale in this Contract;

Vendor's Statement means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.

2 INTERPRETATION

In this Contract, unless the context requires otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 the word "person" includes a natural person and any body or entity whether incorporated or not;
- 2.3 a heading may be used to help interpretation, but is not legally binding;

- 2.4 if two or more people are described as a party, each person is:
- (a) liable for their obligations; and
 - (b) entitled to their rights,
- jointly and severally;
- 2.5 a reference to any party to this Contract includes that party's successors, personal representatives and permitted assigns;
- 2.6 a reference to a document includes the document as modified from time to time and any document replacing it;
- 2.7 the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- 2.8 a reference to any agency or body:
- (a) which ceases to exist;
 - (b) is reconstituted, renamed or replaced; or
 - (c) has its powers or functions removed,
- means the agency or body which replaces it, or which has substantially the same powers or functions;
- 2.9 a provision must not be construed against a party merely because that party was responsible for preparing this Contract or that provision;
- 2.10 any provision of this Contract which can take effect after the date of settlement does not merge on settlement and continues to bind the parties;
- 2.11 word or phrase specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this Contract; and
- 2.12 in the event of any inconsistency between the general conditions and special conditions of this Contract, the special conditions shall prevail to the extent of the inconsistency.

3 GENERAL CONDITIONS

- 3.1 General Conditions 5, 8, 24.2 and 24.4 to 24.6 (inclusive) do not apply to this Contract
- 3.2 General Conditions are amended as follows:
- (a) General condition 12.4 add "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".

- (b) General condition 14.2(b) insert "and provides satisfactory evidence to the Vendor" after "loan" in line 2.
- (c) General condition 14.2(c):
 - (i) Delete "within 2 clear business days after" after the word "Vendor"; and
 - (ii) Insert "by" before "the approval".
- (d) General condition 25 (b) insert "and" after "breach;" in line 2.
- (e) Insert additional general condition 25 (c) to read "all reasonable expenses incurred by the Vendors calculated on a full indemnity basis and any consultant's expenses reasonably incurred by the vendor."
- (f) Insert the following immediately after general condition 25(d): "Notwithstanding any other provision in this contract, if the Purchaser delays settlement for any reason whatsoever, the Purchaser must pay costs incurred as a result of each delay, being \$165 inclusive of GST. This is in addition to any other costs the Purchaser is liable for under this Contract";
- (g) General condition 2.4:
 - (i) Insert "or the purchaser repudiates the contract:" after the words "notice given by the vendor";
 - (ii) delete the words "the deposit up" in paragraph (a) and replace them with the words "an amount equal";
- (h) General Condition 7 is deleted and replaced by the following:

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 The Vendor must advise the purchaser of the Vendor's date of birth solely for the purpose of enabling the Purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.
- 7.3 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.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that
 - (a) (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 prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or

(b) is sold in the ordinary course of the vendor's business of selling personal property of that kind;

unless:

(c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register, or

(d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release 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.

7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.

7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that is registered on or before the date of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 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 7.8.

7.10 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; and

(c) as though the purchaser was in default

– if settlement is delayed under general condition 7.9.

7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.

7.12 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.

4 REPRESENTATIONS

- 4.1 The parties acknowledge and agree that no information, representation, promise or warranty provided, expressed, made or given prior to the Day of Sale has been or will be relied upon and will not be implied in this Contract and that this Contract is the sole and full record of the agreement between the parties.
- 4.2 The Purchaser acknowledges and agrees that the contents of any promotional material created or commissioned by the Vendor in respect of the Development or the Property does not constitute promises or representations by the Vendor to the Purchaser.

5 PURCHASER ACKNOWLEDGMENT

The Purchaser acknowledges and agrees that:

- 5.1 Prior to paying the deposit or signing this Contract or any agreement or document in respect of the sale hereby effected which is or is intended to be legally binding upon the Purchaser, the Purchaser was given:
- (a) a copy of this Contract pursuant to section 53 of the Estate Agents Act 1980 (as amended); and
 - (b) a Vendor's Statement as required by section 32 of the Sale of Land Act 1962 (as amended) ("the Vendor's Statement") signed by or on behalf of the Vendor and complying with the provisions of the said section and the due diligence checklist.
- 5.2 the Vendor may at its complete discretion give any form of valuable consideration, including but not limited to the payment of a fee, to any other party in consideration of that other party introducing the Purchaser to the Vendor or otherwise in respect of this Contract;
- 5.3 The Purchaser has purchased the property as a result of its own inspection and inquiry and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor's or its agents or consultants.
- 5.4 the Purchaser received and reviewed the Restrictive Covenants prior to the Purchaser executing this Contract and that the Restrictive Covenants will be registered on the Plan prior to settlement.

6 AUTHORITY AND GUARANTEE

- 6.1 If a person signs this Contract on behalf of a Purchaser which is a corporation (within the meaning of the *Corporations Act*), that person;
- (a) warrants in a personal capacity to the Vendor that they have the authority to enter this Contract on behalf of the Purchaser; and
 - (b) if the warranty in special condition 6.1 (a) is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations;
 - (c) must procure the execution by all directors of the Purchaser of the Guarantee and deliver the duly completed and executed Guarantee and Indemnity attached to this Contract to the Vendor within seven (7) days of the date of the Contract; and
 - (d) the Purchaser represents and further warrants to the Vendor that:
 - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the *Corporations Act* and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and

- (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.

6.2 If the Purchaser fails to produce the Guarantee referred to in special condition 6.1 (c) within seven (7) days of the Day of Sale, the Vendor may end this Contract by giving written Notice to the Purchaser with immediate effect upon it being served on the Purchaser.

6.3 If the Purchaser is buying the Property as trustee of a trust (**Trust**) then:

- (a) the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- (b) the Purchaser warrants to the Vendor that the Purchaser has power under the Trust to enter into this Contract; and
- (c) if the trustee is an individual, that signatory is personally liable under this Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser and must execute the Guarantee and Indemnity attached to this Contract upon signing of this Contract by the Purchaser.

7 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
- (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

8 DEPOSIT

8.1 The Deposit payable under this Contract is to be paid to the Vendor's solicitors or agent, to be held on trust for the Purchaser until the Settlement Date.

8.2 The Vendor and the Purchaser agree that if the Deposit is invested in an interest bearing controlled money trust account, any interest which accrues on the Deposit will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.

8.3 The Purchaser must, if requested, give the Vendor's solicitors details of its tax file number as soon as possible.

8.4 The Purchaser releases the Vendor and the Vendor's legal practitioner from and claim concerning the investment of the Deposit and any Charge payable in respect of the Deposit or the account.

9 IDENTITY AND MEASUREMENTS

The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

10 CONDITION OF PROPERTY

- 10.1 The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the Property, the Purchaser is satisfied with the condition, quality and state of repair of the Property and accepts the Property as it is and subject to any defects, need for repair or infestation.
- 10.2 The Purchaser:
- (a) will not make a claim concerning any loss, damage or need for repair relating to the Property or any requirements of a statutory authority which may affect the Property between the Day of Sale and settlement;
 - (b) agrees that a failure by the Vendor to comply with any regulations or laws in respect of the Property or any improvements on the Land will not constitute a defect in the Vendor's title;
 - (c) releases and discharges the Vendor and its successors, assigns, employees and agents against all claims, suits, demands and actions of any nature which the Purchaser has or may have against the Vendor resulting in any way from the condition of the Property, including anything on or in the Property, and from and against any claims for costs and expenses in respect of such claims, suits, demands and actions.; and
 - (d) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, demands and actions in every respect resulting in any way from the condition of the Land and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and action.

11 RESTRICTIONS ON USE AND DEVELOPMENT

- 11.1 The Purchaser buys the Property subject to:
- (a) all registered, unregistered and implied easements, covenants and Restrictive Covenants (if any) including those disclosed in the Vendor's Statement attached to this Contract;
 - (b) the requirements of any planning permit or consent which has been granted in respect of the land by a responsible authority;
 - (c) any legislation, order, regulation, by-law, local law, restriction or condition imposed on the Property by or with the authority of any government or governmental or semi-governmental or judicial entity or authority including any town planning legislation, scheme or authority which affects or restricts the use of the Property;
 - (d) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Development including, but not limited to, an agreement under section 173 of the PAE Act which the Purchaser irrevocably authorises and consents to the Vendor entering into; and
- 11.2 In the event the property is affected by a Community Infrastructure Levy and may be payable, the Purchaser acknowledges that approval for construction of any works on the land (including a dwelling) may not be granted by Council unit such time as the Community Infrastructure

Leve has been paid. The Purchaser must pay any Community Infrastructure Levey payable in respect of the land when such is due.

- 11.3 The Purchaser will take title subject to all the restrictions and conditions described in Special Condition 10.1 and 11.2 and must not make any requisition or objection, rescind, terminate this Contract, delay settlement or claim on those grounds any compensation with respect to them or in respect of any proposed amendment to any act, matter or thing contained in or required by this special condition.

12 BUILDING WORKS

- 12.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 12.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 12.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

13 SERVICES

- 13.1 The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available to the Property upon settlement, but the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting such services to the Property. If the Vendor elects to connect a service and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor as an adjustable item.
- 13.2 The Purchaser acknowledges that:
- (a) the Vendor is not responsible for the connection of telecommunications services to the Property and has no control over the timing of the connection of the telecommunications services to the Property.
 - (b) the Purchaser will make no objection or claim any compensation against the Vendor in respect of the timing or type of telecommunication service provided to the Property or the location of telecommunication infrastructure on, around or in the Property.

14 SWIMMING POOL

If the property sold includes a swimming pool as defined in R.5.13(i) of the Building Regulations 1994 ("the Regulations") in respect of which suitable barriers as defined in R.5.13 of the Regulations have not been provided, then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations.

15 FENCING

- 15.1 The parties agree that the maximum that the Vendor shall be required to pay in respect of a contribution as adjoining proprietor to the cost of fencing any part of the Property is \$1.00 and the Purchaser acknowledges that fact and shall make no claim on the Vendor in respect of any other costs in relation to fencing the Property and any adjoining land owned by the Vendor.
- 15.2 In the event that the Purchaser sells or transfers the Property to another person before the boundaries of the land have been fenced then the Purchaser covenants with the Vendor that the Purchaser shall, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this special condition in favour of the Vendor.

16 MORE THAN ONE PURCHASER

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

17 NOMINATION BY PURCHASER

The Purchaser may nominate a substitute or additional transferee subject to the Purchaser strictly complying with the terms of this special condition:

- 17.1 obtain the written consent of the Vendor at least 5 Business Days before Settlement of this Contract and the Purchaser must deliver to the Vendor's Legal Practitioner:
- (a) A written statement accurately confirming the name and address of each substitute or additional transferee; and
 - (b) A written statement expressing the value of the consideration that any substitute or additional transferee paid or will pay to the Purchaser for the right to be nominated as a substitute or additional transferee (if any).
- 17.2 If the nominee is a corporation as defined in the Corporations Act an original Guarantee and Indemnity (as attached to this Contract) be executed by each of its directors;
- 17.3 If the nominee is an individual or individuals acting in their capacity as the trustee of a trust, an original Guarantee and Indemnity (as attached to this Contract) be executed by the trustee in their personal capacity
- 17.4 The Purchaser acknowledges that they will remain personally liable for the due performance of all the Purchaser's obligations under this Contract regales of the nomination of an additional or substitute transferee.

18 STATEMENT OF ADJUSTMENTS

- 18.1 In this Special Condition and unless the Contract otherwise requires:
- "Statement of Adjustments" means a statement to be prepared by the purchaser setting out in a form customarily used in good conveyancing practice in the State of Victoria:

- (a) the adjustments to be made to the price in accordance with the Contract, including without limitation the adjustments to be made in relation to rates, taxes, other outgoings of the property, registration and other similar fees if applicable, and the interest and other amounts (if any) payable by the purchaser in addition to the price and rents and other profits of the property if appropriate.
- (b) details of the deposit, the residue, the adjustments referred to above and the balance then payable at settlement.'

18.2 The purchaser must deliver to the vendor's solicitors the Statement of Adjustments at least three (3) business days before the earlier of:

- (a) the date of residue is required to be paid under this Contract;
- (b) the date the purchaser becomes entitled to possession or receipt of the rents and profits of the property.

18.3 If the purchaser fails to deliver the Statement of Adjustments in accordance with this Special Condition then the Vendor is not required to effect completion until three (3) business days after the Statement of Adjustments is delivered to the Vendor's Solicitors.

18.4 If, pursuant to this Special Condition, the vendor effects completion after the date the residue is required to be paid then the purchaser is deemed to have made default in payment of the residue from that date until completion.

19 PRE SETTLEMENT INSPECTION

19.1 The Purchaser may inspect the Property once before the Settlement Date by making an appointment with the Vendor or Vendor's agent. Having regard to the number of Lots sold with completion at the same time, the Vendor retains the right to:

- (a) set the time and date for the Purchaser's inspection appointment;
- (b) limit the time reasonable spent during an inspection appointment;
- (c) limit the number of persons attending an inspection appointment;
- (d) ensure appointments by all purchasers of Lots will be carried out in a safe and orderly manner.

19.2 The Vendor will not unreasonably restrict inspections of the Property for valuation purposes.

20 INSOLVENCY OF PURCHASER AND DEFAULT

20.1 If the Purchaser breaches this Contract, without limiting any other rights or remedies the Vendor may have against the Purchaser, upon Vendor serving to the Purchaser a notice of default under this Contract, the Purchaser must pay or reimburse the Vendor on demand:

- (a) the remedy by the Purchaser of the relevant default;
- (b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor due to the Purchaser's default;

- (c) payment of the Vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice; and
- (d) any other money payable under this Contract.

20.2 The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to perform any fundamental term of the Contract for the purchase of the Property being sold including but not limited to the completion of the purchase of the property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract, all costs, charges and expenses incurred, whether directly or indirectly, by the Vendor as a result of the breach including:-

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- (b) Interest payable to the Vendor under any existing mortgage over the property calculated from the due date for settlement;
- (c) Legal costs and expenses as between the Vendor and his/her/its Solicitor;
- (d) any commission or other expenses claimed by the Vendor's agents relating to the sale of the property
- (d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property
- (e) Accommodation and removalist expenses that are additionally incurred as a result of the purchasers delay with settlement; and
- (g) any other money payable under this Contract.

20.3 If the Purchaser defaults in payment of any money due under this Contract, the Purchaser must pay to the Vendor interest on the money overdue during the default period without the need for demand by the Vendor to the Purchaser and without prejudice to any other rights of the Vendor with such interest to be calculated at the rate of 4% above the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.

20.4 Without limiting any other rights of the Vendor in relation to termination of this Contract, the Purchaser will be in default under this Contract upon the happening of any of the following insolvency events, the Vendor may rescind this Contract and retain the Deposit and any interest which has accrued on the Deposit:

If the Purchaser is a natural person, the Purchaser:

- (a) dies or ceases to be of full legal capacity or otherwise becomes incapable of managing the Purchaser's own affairs; or
- (b) becomes insolvent under administration (as the term is defined in the Corporations Act); or

If the Purchaser is a corporation, the Purchaser:

- (a) an order is made or a resolution is passed for the winding up of the Purchaser;
- (b) goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
- (c) an administrator or trustee in bankruptcy is appointed to the Purchaser or a receiver of any of its assets is appointed;
- (d) execution is levied against the Purchaser and is not satisfied within thirty (30) days;
- (e) except with the Vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the Purchaser;
- (f) a guarantor who is a natural person:
 - (i) becomes bankrupt;
 - (ii) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966*;
 - (iii) makes an assignment for the benefit of their creditors; or
 - (iv) enters into a composition or arrangement with their creditors.

21 FOREIGN INVESTMENT REVIEW BOARD

21.1 Purchaser's FIRB Declaration

- (a) the Purchaser has declared in the Purchaser's FIRB Declaration in the Particulars of Sale whether the Purchaser is a non-Australian resident (being a person defined as a foreign person under the Takeovers Act) (**Non-Australian Resident**) or an Australian resident (**Australian Resident**).
- (b) If the Purchaser's FIRB Declaration has not been completed, the Purchaser warrants to the Vendor that, and will be deemed to have declared that, it is an Australian Resident.
- (c) The Purchaser warrants to the Vendor that the Purchaser's FIRB Declaration is correct and indemnifies the Vendor against any Claims which the Vendor may suffer or incur if that declaration is not correct.

21.2 Contract Condition on FIRB Approval

- (a) If the Purchaser has declared in the Purchaser's FIRB Declaration that the Purchaser is a Non-Australian Resident:
 - (i) this Contract is subject to the condition subsequent that the Purchaser shall, at its own cost, obtain written notice issued by the Treasurer of the Commonwealth Government (**Treasurer**) pursuant to the Takeovers Act stating that the

Commonwealth Government does not object to the Purchaser's purchase of the Land (**FIRB Approval**) within 30 days after the Day of Sale (**FIRB Sunset Date**) failing which the Purchaser may, by notice in writing to the Vendor or the Vendor's Representative within 5 Business Days after the FIRB Sunset Date (or such other time as is mutually agreed between the parties in writing), elect to rescind this Contract at any time prior to the Purchaser obtaining FIRB Approval, and, in that event, the Deposit will be refunded or returned to the Purchaser;

- (ii) the Purchaser must give an effective notice to the Treasurer under section 26A of the Takeovers Act in relation to the Purchaser's purchase of the Land within 10 days after the Day of Sale and provide a copy of the notice to the Vendor's Representative; and
 - (iii) the Purchaser must provide evidence of the FIRB Approval or a copy of any order made by the Treasurer under the Takeovers Act to the Vendor's Representative immediately upon receipt.
- (b) If the Purchaser does not rescind this Contract in accordance with special condition 21.2 (a) of this Contract, special condition 21.2 (a) of this Contract will be of no further force or effect and thereafter the Purchaser will be deemed to have warranted to the Vendor that it has obtained, or no longer requires, FIRB Approval for the purchase of the Land.
- (c) Notwithstanding special condition 21.2 (b) of this Contract, if:
- (i) the Purchaser does not provide evidence of the FIRB Approval to the Vendor's Representative by the FIRB Sunset Date; or
 - (ii) the Treasurer makes an order in accordance with the Takeovers Act including an order prohibiting the Purchaser's acquisition of the Land or an order directing the Purchaser to dispose of the Land, the Vendor may, at its discretion and at any time, elect to rescind this Contract by giving 5 Business Days' written notice to the Purchaser, and, in that event, the Deposit will be returned to the Purchaser.

21.3 Non-Australian Residents – Purchaser's Passport

If the Purchaser has declared in the Purchaser's FIRB Declaration that the Purchaser is Non-Australian Resident, the Purchaser must provide a copy of the Purchaser's passport to the Vendor on the Day of Sale.

22 ASSIGNMENT AND NOVATION

- 22.1 Until the Settlement Date, the Purchaser must not without the consent of the Vendor, sell, transfer, mortgage or otherwise encumber or in any other way deal with the Property or any part thereof or the Purchaser's interest in or under this Contract.
- 22.2 Without limiting any of the Vendor's rights, the Vendor has the right to:
- (a) grant a mortgage or charge the Property.
 - (b) sell the Property to another person and assign or novate its rights and obligations under this Contract to another party in accordance with special condition 22.3;
 - (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and
 - (d) execute any mortgage, charge, assignment and other document relating to the Property or this Contract as may be required by any mortgagee, charge or assignee.
- 22.3 If prior to settlement, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under the Contract are assigned. The Purchaser must not raise any objection, delay settlement, rescind or terminate

this Contract or seek compensation of any kind in respect to any of the matter set out in this special condition.

- 22.4 The Purchaser must, if requested by the Vendor to do so, promptly execute and deliver the Deed of Agreement to the Vendor's Legal Practitioner.
- 22.5 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorney to execute the Deed of Agreement if the Purchaser fails to execute the Deed of Agreement within fourteen (14) days of being requested in writing by the Vendor to do so.

23 INDEMNITY

- 23.1 To the full extent permitted at law, the Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:
- (a) breach or non-performance of this Contract by the Purchaser;
 - (b) breach of warranty under this Contract by the Purchaser; or
 - (c) any act or omission that occurs after the settlement date concerning the Property, any fixtures and fittings or other goods sold with the Property.
- 23.2 The indemnity in this Special Condition cannot be revoked, and is binding and enforceable against the Purchaser notwithstanding any neglect delay or forbearance on the part of the Vendor to exercise its right of indemnity.

24 LAND FILL

- 24.1 Pursuant to section 9AB of the *Sale of Land Act 1962* the vendor discloses that works affecting the natural surface level of the land or affecting the natural surface level of lots abutting the land may be carried out or are proposed to be carried out and particulars of which works are described in the attached plan(s).
- 24.2 The vendor reserves the right to alter the natural surface levels of the property beyond the works described in the attached engineering plans provided. The vendor will notify the purchaser as soon as practicable of any alterations so proposed.
- 24.3 The purchaser may not make any requisition, objection, demand or claim as against the vendor in any way arising out of or relating to any ground filling which may be on the property at the settlement date.

EC

25 ELECTRONIC CONVEYANCING

- 25.1 For the purposes of this special condition 25:

Electronic Conveyancing National Law means the legislation outlined in the *Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)*;

Electronic Network Operator has the same meaning as in section 15 of the *Electronic Conveyancing National Law*;

Lodgement means the lodging of documents for registration at Land Use Victoria; and

Subscriber has the same meaning as in the *Electronic Conveyancing National Law*.

25.2 Parties to use E-conveyancing

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.

25.3 Use of Workspace

- (a) The Vendor must open the electronic workspace (**Workspace**) as soon as reasonably practicable after the Day of Sale.
- (b) The Vendor must nominate a time of the day for locking of the Workspace at least 5 Business Days before the due date for settlement.
- (c) The parties agree that the Workspace is an electronic address for the service of notices and for written communications for the purposes of any legislation relating to electronic transactions.

25.4 Settlement

- (a) Settlement occurs when the Workspace records that:
 - (ii) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (ii) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Property have been accepted for electronic lodgement.
- (b) If settlement in accordance with special condition 25.4 (a) has not occurred by 4:00pm, the parties must do everything reasonably necessary to effect settlement electronically on the next Business Day.
- (c) Each party must do everything reasonably necessary and without delay to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- (d) The Vendor must before, or immediately following, settlement:
 - (i) deliver any keys, security devices and codes (**Keys**) for the Property and any other physical documents and items to which the Purchaser is entitled at settlement (**Documents and Items**) to the Vendor's Agent or the Vendor's Subscriber; and

- (ii) direct the Vendor's Agent or the Vendor's Subscriber (as the case may be) to give the Keys and Documents and Items to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's Subscriber or the Electronic Network Operator.

25.5 Conversion to Paper-Based Settlement

If, at any time after the Day of Sale, a party reasonably believes that settlement and Lodgement can no longer be conducted electronically, that party must immediately give notice in writing to the other party to that effect, in which case:

- (a) the parties shall effect a paper based settlement as soon as possible; and
- (b) the parties shall have no rights or claims against each other due to settlement converting to a paper based settlement, other than as set out in special conditions 25.6 and 25.7.

25.6 If the Purchaser requests Paper-Based Settlement

If the Purchaser gives notice to the Vendor under special condition 25.5:

- (a) the Vendor shall be entitled to postpone settlement until the Vendor is able to effect a paper based settlement;
- (b) the Purchaser must pay interest in accordance with the Contract from the Settlement Date until the date that settlement is effected; and
- (c) the Purchaser must pay all costs incurred by the Vendor in converting to a paper based settlement including, without limitation:
 - (i) the costs of preparing and arranging for execution of paper settlement documents;
 - (ii) attendance at settlement by the Vendor's Legal Practitioner;
 - (iii) nominating electronic Land Use Victoria documents to paper documents and paying any costs associated therewith; and
 - (iv) liaising with relevant financial institutions.

25.7 If the Vendor requests Paper-Based Settlement

If the Vendor gives notice to the Purchaser under special condition 25.5:

- (a) the Purchaser shall be entitled to postpone settlement until the Purchaser is able to effect a paper based settlement; and
- (b) if the Purchaser postpones settlement under special condition 25.7 (a), the Purchaser will not be required to pay interest in accordance with the Contract.

26. GST WITHHOLDING

26.1 Definitions

In this special condition 26, unless expressed otherwise:

section references are to Schedule 1 of the Tax Act as amended by *Treasury Laws Amendment (2018 Measures No.1) Act 2018* (Cth);

ATO means the Australian Taxation Office;

Commissioner means the Commissioner of the ATO;

Consideration has the same meanings as used in Schedule 1 of the Tax Act;

LRN means a unique lodgement reference number issued by the ATO in respect of the Supply of the Property under this Contract;

PRN means a unique payment reference number issued by the ATO in respect of the Supply of the Property under this Contract;

Purchaser Attorney has the meaning given in special condition 26.6;

Purchaser Notification Form 1 means the GST Property Settlement withholding notification form 1 available on the ATO website at <https://www.ato.gov.au/gstPropertySettlementform1/>;

Purchaser Notification Form 2 means the GST Property Settlement date confirmation form 2 available on the ATO website at <https://www.ato.gov.au/gstPropertySettlementform2/>;

Settlement means the time when the first Consideration for the Supply (other than Consideration provided as a deposit) is first provided;

Settlement Funds means the funds provided, or made available, by the Purchaser to effect Settlement;

Supply has the same meanings as used in Schedule 1 of the Tax Act.

26.2 Vendor Notification

- (a) The Purchaser must, within five Business Days of a written request by the Vendor, provide the Vendor with such information as the Vendor requires to determine whether section 14-255 applies to the Supply of the Property under this Contract. The Purchaser warrants that any information provided in response to such a request is true and correct as at the date it is provided and as at Settlement.
- (b) If section 14-255(1) applies to the Supply of the Property under this Contract, the Vendor must give the Purchaser the written notice required by that section at least three Business Days prior to Settlement.

26.3 Purchaser Notification

If section 14-250 requires the recipient of the Supply of the Property under this Contract to pay to the Commissioner an amount (**Withholding Sum**), the Purchaser must:

- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the Withholding Sum to the Commissioner, including:
 - (i) lodgement of Purchaser Notification Form 1 as soon as reasonably practicable after the day of sale but no later than two Business Days prior to Settlement; and
 - (ii) lodgement of Purchaser Notification Form 2 as soon as reasonably practicable on or after Settlement but no later than two Business Days after Settlement; and
- (b) in relation to each online notification form referred to in special condition 26.3 (a), within two Business Days of lodgement of such form, notify the Vendor, or the Vendor's representative, in writing that the form has been lodged, the date it was lodged, the PRN and LRN issued by the ATO (if any) and include a copy of the lodged form (if possible).

26.4 Payment Withholding Sum

- (a) At Settlement, the Purchaser must comply with sections 14-250 and 16-30 by deducting and paying an amount equal to the Withholding Sum to the Commissioner from the Settlement Funds as follows:

- (i) if Settlement is conducted by electronic conveyancing, by an electronic transfer of funds to the Commissioner effected via the electronic conveyancing system; and
 - (ii) in all other cases, by giving the Vendor a bank cheque payable to the Commissioner for the Withholding Sum.
- (b) If the Purchaser gives to the Vendor a bank cheque under special condition 26.4 (a) (ii), the Vendor must, as soon as reasonably practicable following Settlement, pay the bank cheque to the Commissioner.
 - (c) An amount paid or applied by the Purchaser under special condition 26.4 and in accordance with sections 14-250 and 16-30 is treated as having been paid to the Commissioner.
 - (d) The Purchaser is responsible for any interest, costs, charges or penalties payable to the Commissioner on account of non-payment or late payment of the Withholding Sum to the extent that those amounts arise as a result of the Purchaser's breach of this special condition 26.
 - (e) Except as expressly set out in this special condition, the rights and obligations of the parties under this Contract including, without restriction, any obligation of the Vendor to apply the margin scheme, are unchanged.

26.5 The Purchaser must:

- (a) engage a legal practitioner or conveyancer as the Purchaser's Representative to conduct all the legal aspects relating to the transfer and Settlement of the Property under this Contract, including performance of the Purchaser's obligations under this special condition 26 and section 14-250; and
- (b) ensure that the Purchaser's Representative does so.

26.6 Purchaser Breach

The Purchaser irrevocably appoints each of the Vendor and the Vendor's representative individually as the Purchaser's attorney (each a **Purchaser Attorney**) and in the Purchaser's name (or in the name of the Purchaser Attorney) and on the Purchaser's behalf, to complete and lodge any online notification form referred to in special condition 26.3 (a) and do all other things reasonably required to complete and lodge such form, in the event of a breach of special condition 26.3 by the Purchaser.

26.7 Non-Merger

This special condition 26 does not merge on settlement.

27. UNENFORCEABLE PROVISIONS

If any provision of this Contract is or becomes void, illegal, invalid or unenforceable then:

27.1 where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and

27.2 in any other case, the provision must be severed from this Contract and the remaining provisions of this Contract will operate as if the severed provision had not been included.

28 APPLICABLE LAW

This document shall be governed by Victorian law. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and the Courts of Appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

29 NO MERGER

Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

30 SALE BY AUCTION

In the event the property is offered for sale by auction, it is subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2004, or any rules prescribed by regulation which modify or replace those rules.

31 VENDORS ADDITIONAL RIGHT TO TERMINATE

The Vendor may terminate this contract by written notice to the Purchaser where:

- (a) the Purchaser is a company (other than a company listed on the Australian Stock Exchange) and any of its directors have not executed the Guarantee;
- (b) before the Settlement Date, the Purchaser, being a natural person dies, becomes bankrupt, is sentenced to imprisonment or committed to a psychiatric institution; or
- (c) before the Settlement Date the Purchaser, being a company, has a petition presented, an order made for its winding

32 SOLAR PANELS & SATELLITE

The Purchaser covenants and agrees that the property may have solar panels, and thus it is the purchasers responsibility to negotiate any tariffs or rates with the provider. The vendor is not liable if the provider recovers the solar panels on or before settlement and the purchaser should make the relevant enquiries to ascertain if the solar panels are to be retained back by the provider. In addition the Foxtel Satellite will be also sold with the Property.

33 Land Tax

Land Tax will not be adjustable despite any other clause in this contract.

ANNEXURE A"

Guarantee

I/We, _____ of _____

and _____ of _____

(hereinafter called "the Guarantors") **IN CONSIDERATION** of the within named Vendor selling to the within named Purchaser at our request the business described in the within Contract for the price and upon the terms and conditions contained therein, **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Vendor and its assigns that if any time default shall be made in payment of the deposit or residue of the purchase money or interest or any 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, I/We will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor, and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, residue of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. The Guarantors acknowledge that the Vendor shall not be required to first serve or make demand on the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:

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

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

this _____ day of _____ 20_____

SIGNED SEALED AND DELIVERED by the said _____)

) in the presence of:
_____)

Witness

SIGNED SEALED AND DELIVERED by the said _____)

) in the presence of:
_____)

Witness

INFORMATION ONLY

INFORMATION ONLY

SECTION 32 - VENDOR STATEMENT

Property address: **13 Fairhill Road Wollert Vic 3750**



C J R L E G A L

Level 1, 2-8 Lake Street
Caroline Springs VIC 3000
Ph: 0411637341
Ref: CO:6810

VENDOR STATEMENT

PURSUANT TO DIVISION 2 OF PART 11 SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

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

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

The vendor may sign by electronic signature.

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

Property Address: 13 Fairhill Road Wollert Vic 3750

VENDOR: Bradley Ross Warren

SIGNED BY THE VENDOR/S :Date / / 20

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

PURCHASER'S NAME:

SIGNED BY THE PURCHASER/S:Date / / 20

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s

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

1.3 **Terms Contract**

Applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of and land: **Not applicable**

1.4 **Sale Subject to Mortgage**

Applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered) is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits: **Not applicable**

2. INSURANCE

2.1 Damage and Destruction

Applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits: **Not applicable**

2.2 Owner-Builder

Applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence: **Not applicable**

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affected the land (whether registered or unregistered):- **Is in the attached copies of title document/s (if applicable).**
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are: **None to the Vendors knowledge**

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land **is** in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge: **Are contained in the attached certificates and/or statements (if applicable).**

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows: **Not applicable**

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land): **not applicable**

6. OWNERS CORPORATION

Applies if the land is affected by an owner's corporation within the meaning of the *Owners Corporation Act 2006*:

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Applies if there is a GAIC recording: **Not applicable**

8. SERVICES

The services which are marked with an “X” are NOT connected to the land:

Electric Supply	x
Gas Supply	x
Water Supply	x
Sewerage Supply	x
Telephone services	x

9. TITLE

Attached are copies of the following documents concerning the title:

9.1 Registered Title

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

9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered subdivision

Applies if the land is subject to a subdivision which is not registered: **not applicable**

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*: **Not applicable**

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed: **Not applicable**

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

12. DUE DILIGENCE CHECKLIST

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 12516 FOLIO 624

Security no : 124113347796B
Produced 12/03/2024 11:17 PM

LAND DESCRIPTION

Lot 128 on Plan of Subdivision 837651P.
PARENT TITLE Volume 12383 Folio 249
Created by instrument PS837651P 24/11/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRADLEY ROSS WARREN of UNIT 4 7 WYUNA ROAD CAULFIELD NORTH VIC 3161
AX597989L 21/12/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX597990C 21/12/2023
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS837651P 24/11/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU914967L 14/10/2021

AGREEMENT Section 173 Planning and Environment Act 1987
AV044370P 22/11/2021

AGREEMENT Section 173 Planning and Environment Act 1987
AV565374Y 27/04/2022

DIAGRAM LOCATION

SEE PS837651P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS837651P (B)	PLAN OF SUBDIVISION	Registered	24/11/2023
AX458613N (B)	REMOVAL OF ENCUMBRANCE	Registered	24/11/2023
AX458614L (B)	REMOVAL OF ENCUMBRANCE	Registered	24/11/2023
AX486789P	REMOVAL OF ENCUMBRANCE	Registered	24/11/2023
AX597988N (E)	DISCHARGE OF MORTGAGE	Registered	21/12/2023
AX597989L (E)	TRANSFER	Registered	21/12/2023
AX597990C (E)	MORTGAGE	Registered	21/12/2023

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

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

Street Address: 13 FAIRHILL ROAD WOLLERT VIC 3750

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

Page 2 of 2

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 21/12/2023

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS837651P
Number of Pages (excluding this cover sheet)	8
Document Assembled	12/03/2024 23:17

Copyright and disclaimer notice:

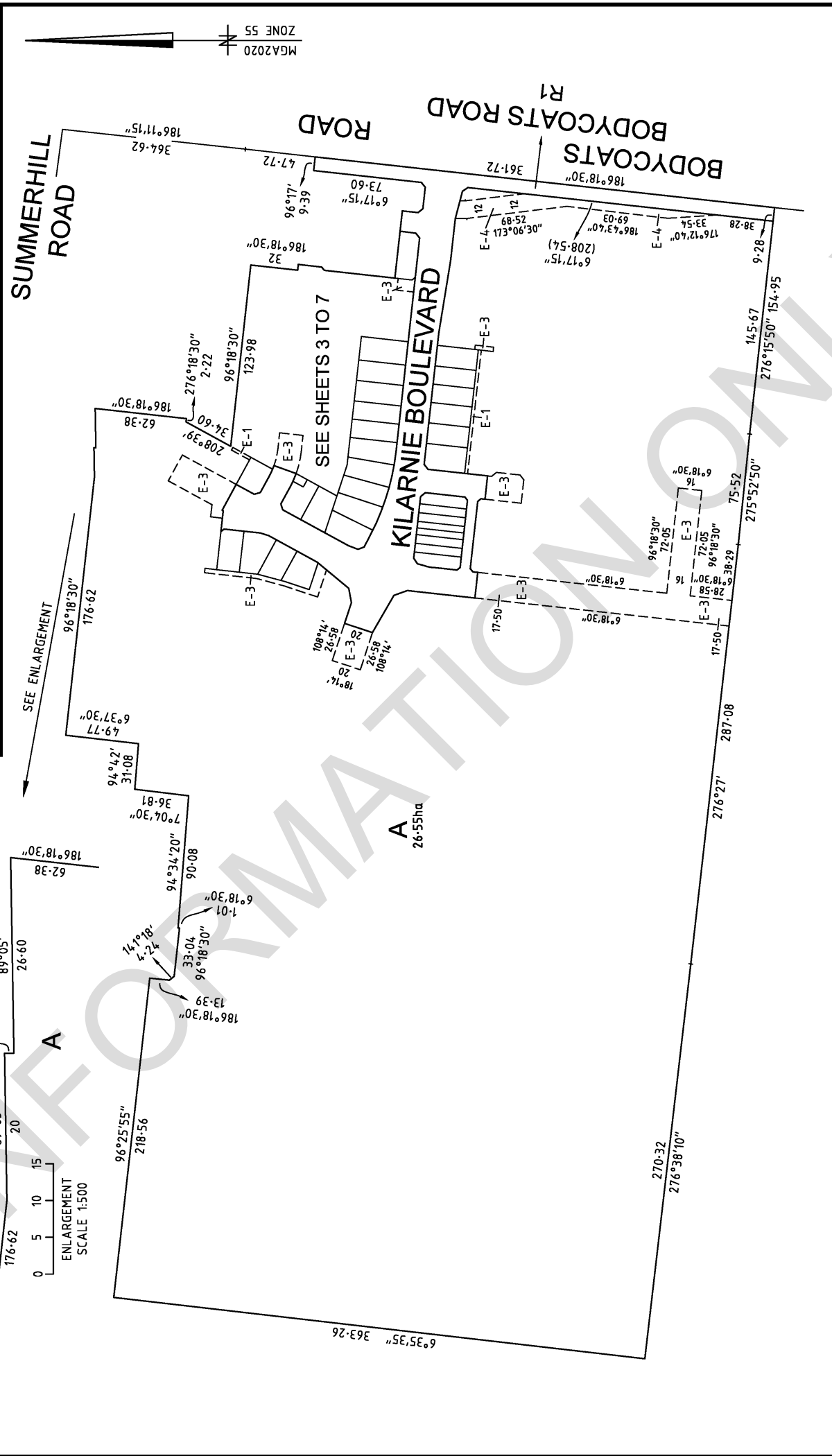
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.


The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			LUV USE ONLY EDITION 1	PLAN NUMBER PS837651P
LOCATION OF LAND			Council Name: Whittlesea City Council Council Reference Number: 610301 Planning Permit Reference: 717910 SPEAR Reference Number: S156794C	
PARISH: KALKALLO TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 5 (PART) & 8 (PART) TITLE REFERENCES: Vol. 12383 Fol. 249 LAST PLAN REFERENCE/S: PS837658Y LOT E			Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 14/10/2021 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Renee Kueffer for Whittlesea City Council on 27/09/2023 Statement of Compliance issued: 03/11/2023 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance	
POSTAL ADDRESS: 115 BODYCOATS ROAD (At time of subdivision) WOLLERT, 3750 MGA 2020 Co-ordinates E 325 080 (of approx centre of land in plan) N 5838 840 ZONE 55				
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS SEE SHEET 8 FOR DETAILS. OTHER PURPOSE OF THE PLAN: REMOVAL OF THAT PART OF POWERLINE EASEMENT E-2 ON PS837658Y AS AFFECTS BODYCOATS ROAD (ROAD R1), KILARNIE BOULEVARD AND PLUNKETT STREET ON THIS PLAN. GROUND FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.	
ROAD R1 RESERVE No.1 RESERVE No.2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY STAGING This is not a staged subdivision. Planning permit No. SURVEY. THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): 10, 13, 43, 92, 99, 107, 108, 109, 113 AND MMBW4173 (PARISH OF KALKALLO) PROCLAIMED SURVEY AREA: 74 WOLLERT RISE 1 2.671ha				
			31 LOTS	
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-4	POWERLINE	SEE PLAN	PS837658Y (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD
 SMC Member of the Surbana Jurong Group		SURVEYOR REF: 2459s-01 Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (L), 23/08/2023, SPEAR Ref: S156794C		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 8 PLAN REGISTERED TIME: 4.21pm DATE: 24/11/2023 A.R.T. Assistant Registrar of Titles

PLAN OF SUBDIVISION

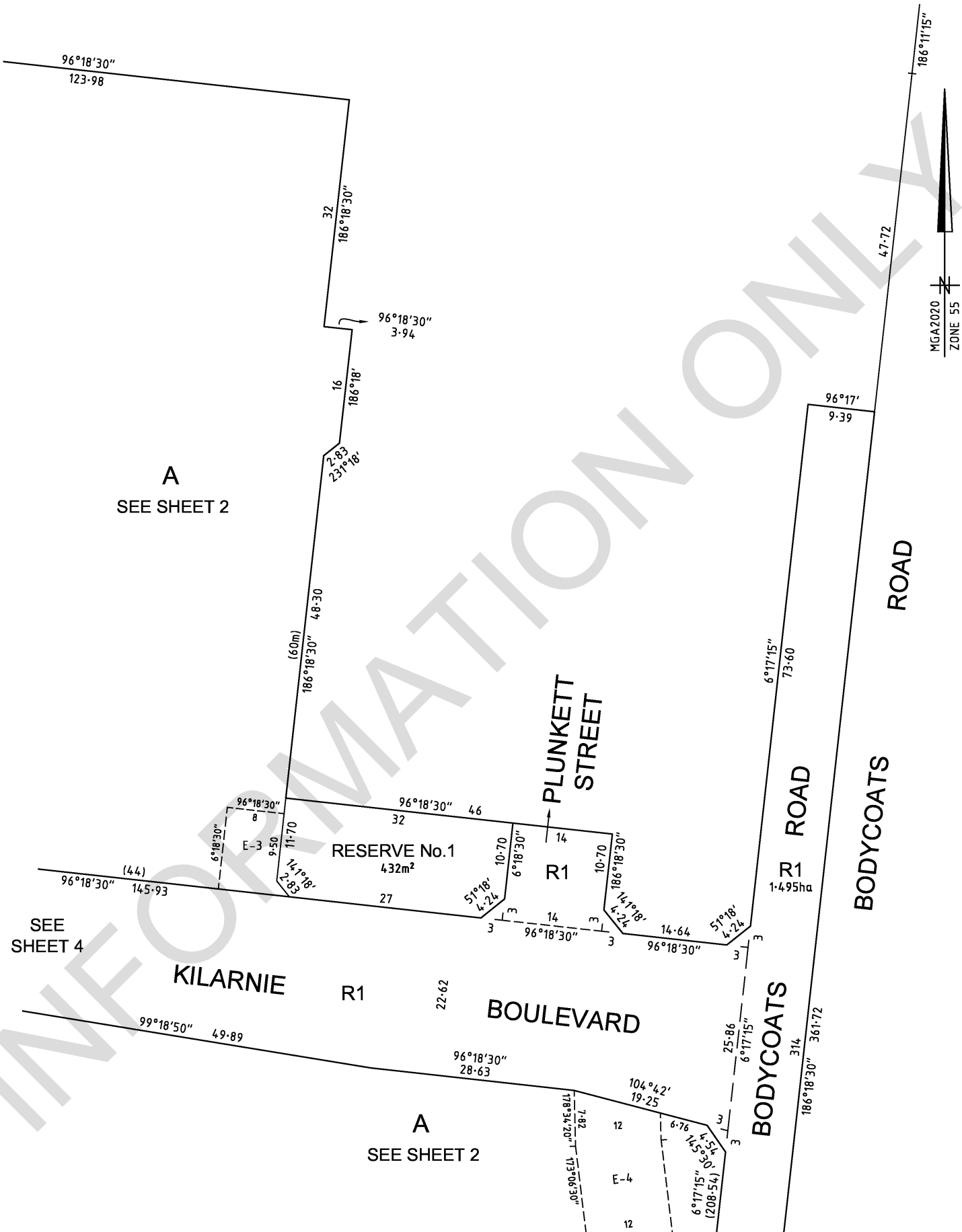
PLAN NUMBER
PS837651P



 <p>2459S-01 VER L.DWG BC/BC Member of the Surbana Jurong Group REF 2459s-01</p>	<p>SCALE 1:2500</p> <p>LENGTHS ARE IN METRES</p> <p>0 25 50 75 100</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 2</p>
	<p>Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (L), 23/08/2023, SPEAR Ref: S156794C</p> <p>Digitally signed by: Whittlesea City Council, 27/09/2023, SPEAR Ref: S156794C</p>		

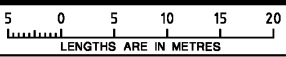
PLAN OF SUBDIVISION

PLAN NUMBER
PS837651P



2459S-01 VER L.DWG BC/BC
 **SMC**
 Member of the Surbana Jurong Group
 REF 2459s-01

SCALE
1:500



LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 3

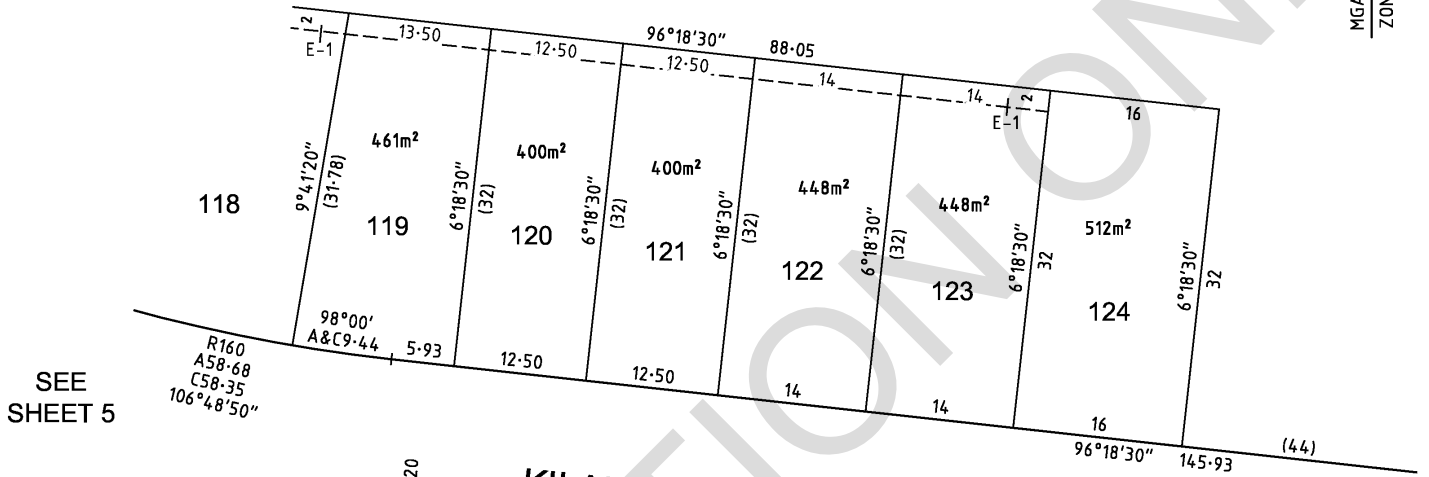
Digitally signed by: Bruce Tallon, Licensed Surveyor,
 Surveyor's Plan Version (L),
 23/08/2023, SPEAR Ref: S156794C

Digitally signed by:
 Whittlesea City Council,
 27/09/2023,
 SPEAR Ref: S156794C

PLAN OF SUBDIVISION

PLAN NUMBER
PS837651P

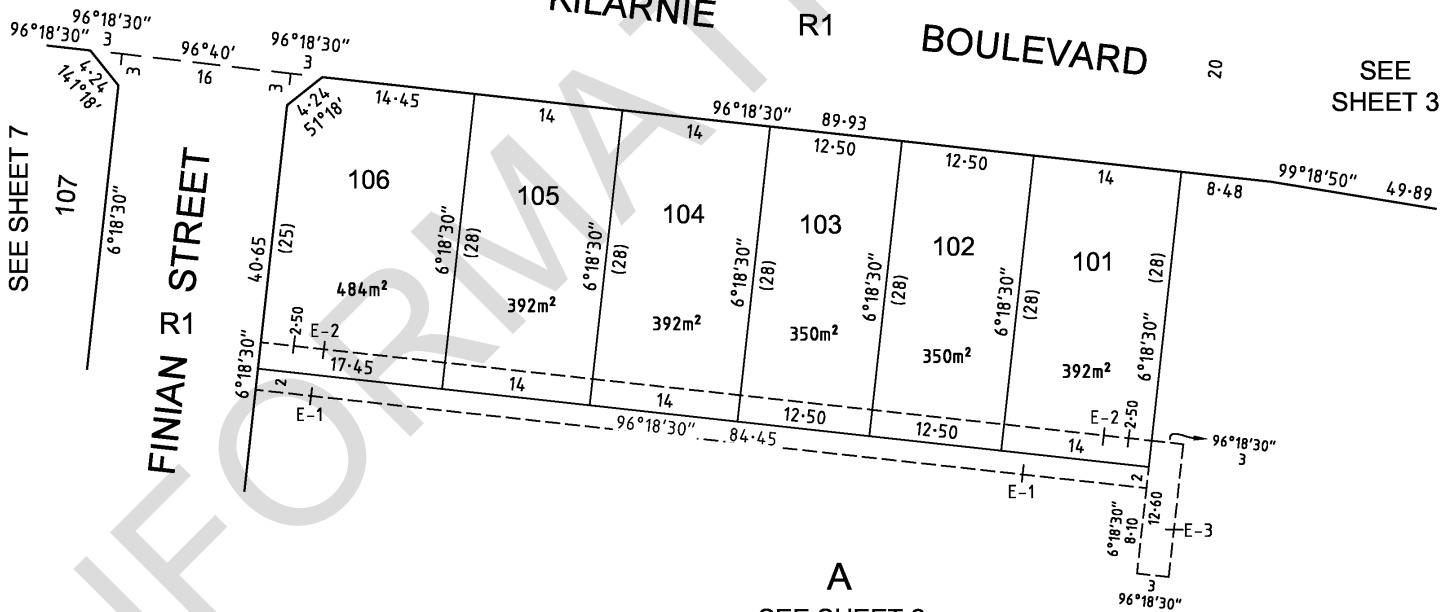
A
SEE SHEET 2



SEE SHEET 5

SEE SHEET 3

KILARNIE R1 BOULEVARD



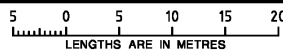
A
SEE SHEET 2

SEE SHEET 7
FINIAN R1 STREET



2459S-01 VER L.DWG BC/BC

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

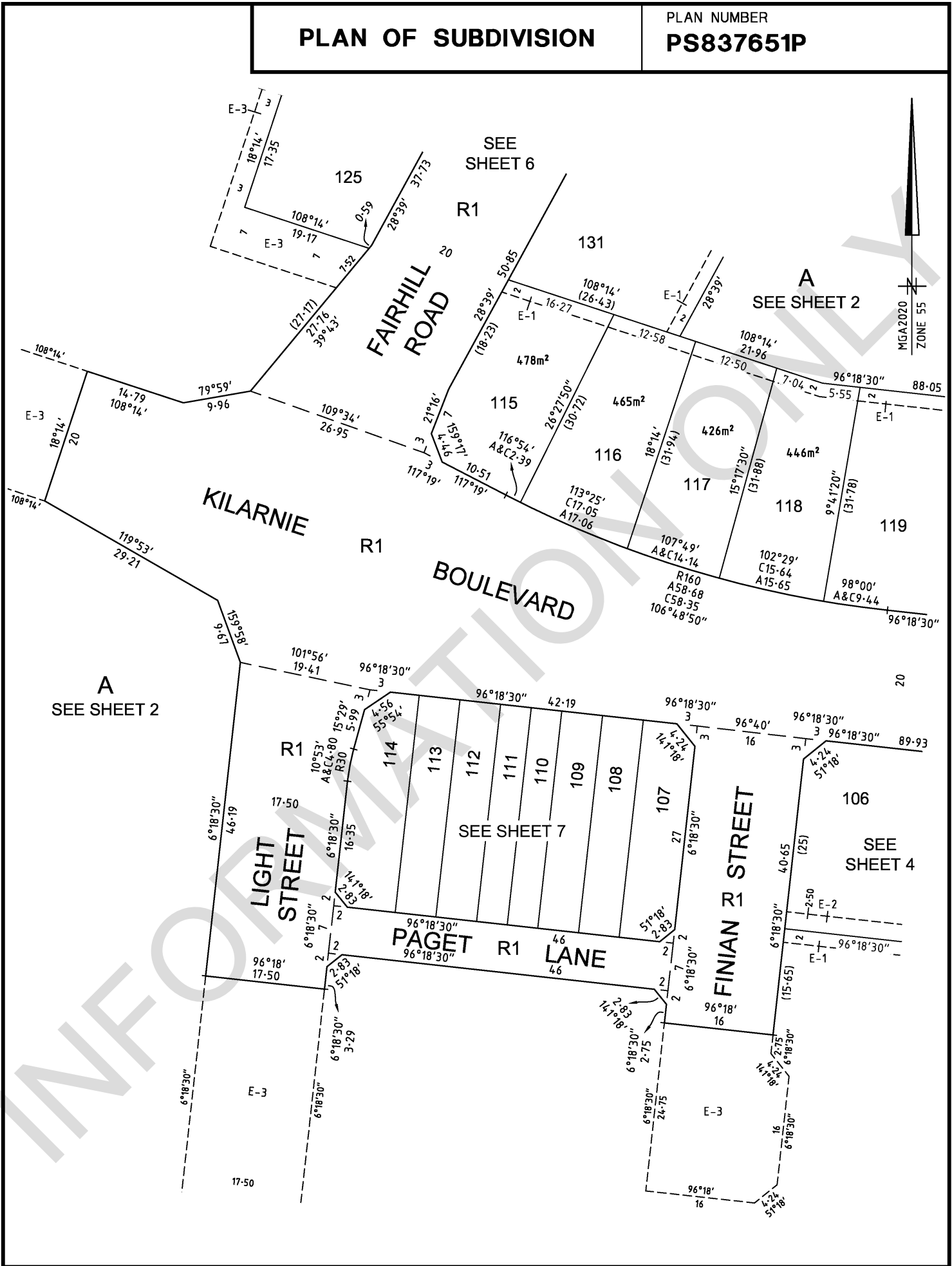
SHEET 4

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (L),
23/08/2023, SPEAR Ref: S156794C

Digitally signed by:
Whittlesea City Council,
27/09/2023,
SPEAR Ref: S156794C


PLAN OF SUBDIVISION

PLAN NUMBER
PS837651P



2459S-01 VER L.DWG BC/BC

SMEC
 Member of the Surbana Jurong Group
 REF 2459s-01

SCALE
1:500

 LENGTHS ARE IN METRES

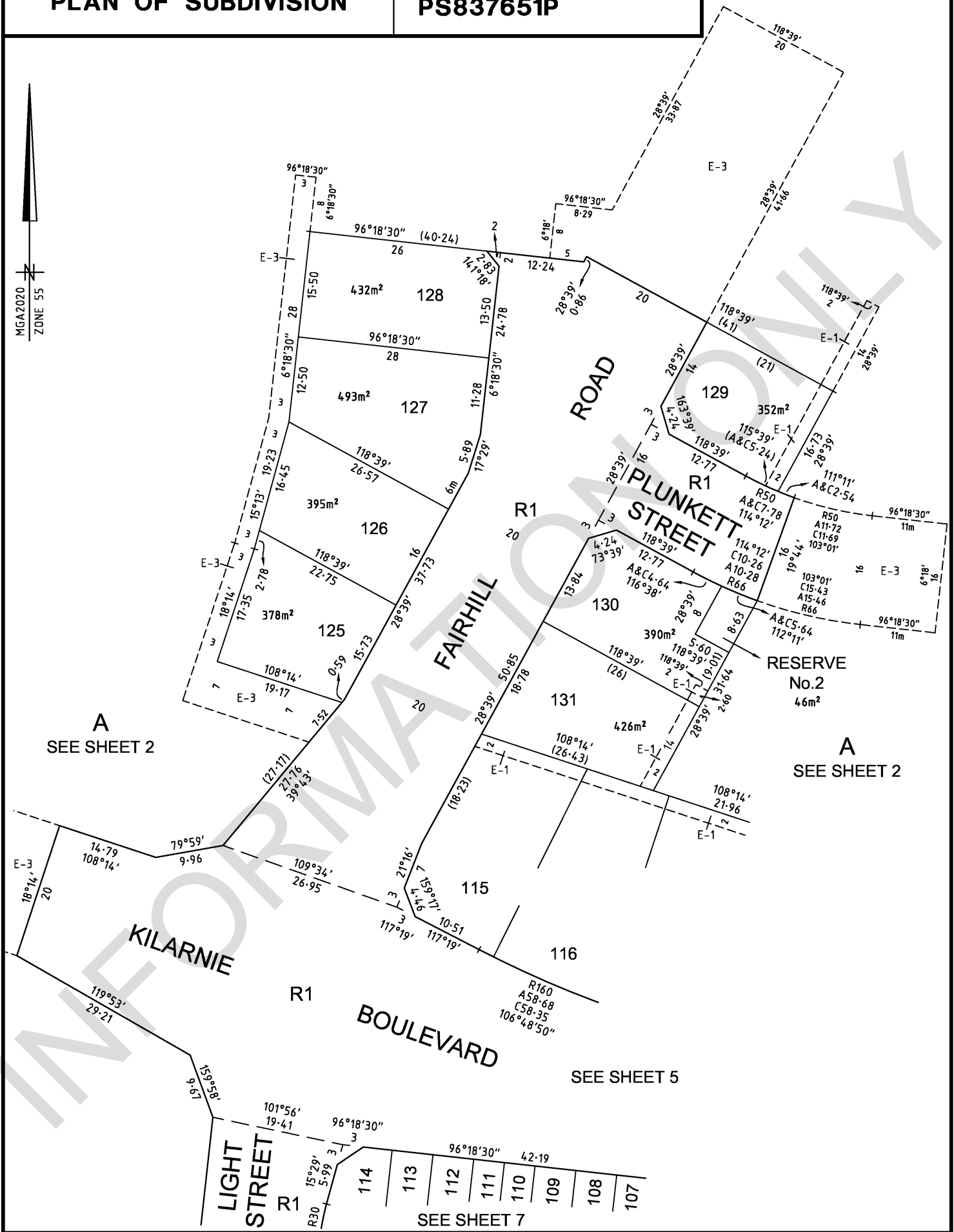
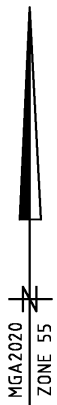
ORIGINAL SHEET SIZE: A3
 SHEET 5

Digitally signed by: Bruce Tallon, Licensed Surveyor,
 Surveyor's Plan Version (L),
 23/08/2023, SPEAR Ref: S156794C

Digitally signed by:
 Whittlesea City Council,
 27/09/2023,
 SPEAR Ref: S156794C

PLAN OF SUBDIVISION

PLAN NUMBER PS837651P



A
SEE SHEET 2

A
SEE SHEET 2

SEE SHEET 5

SEE SHEET 7

2459S-01 VER L.DWG BC/BC
SMC
Member of the Surbana Jurong Group
REF 2459s-01

SCALE
1:500

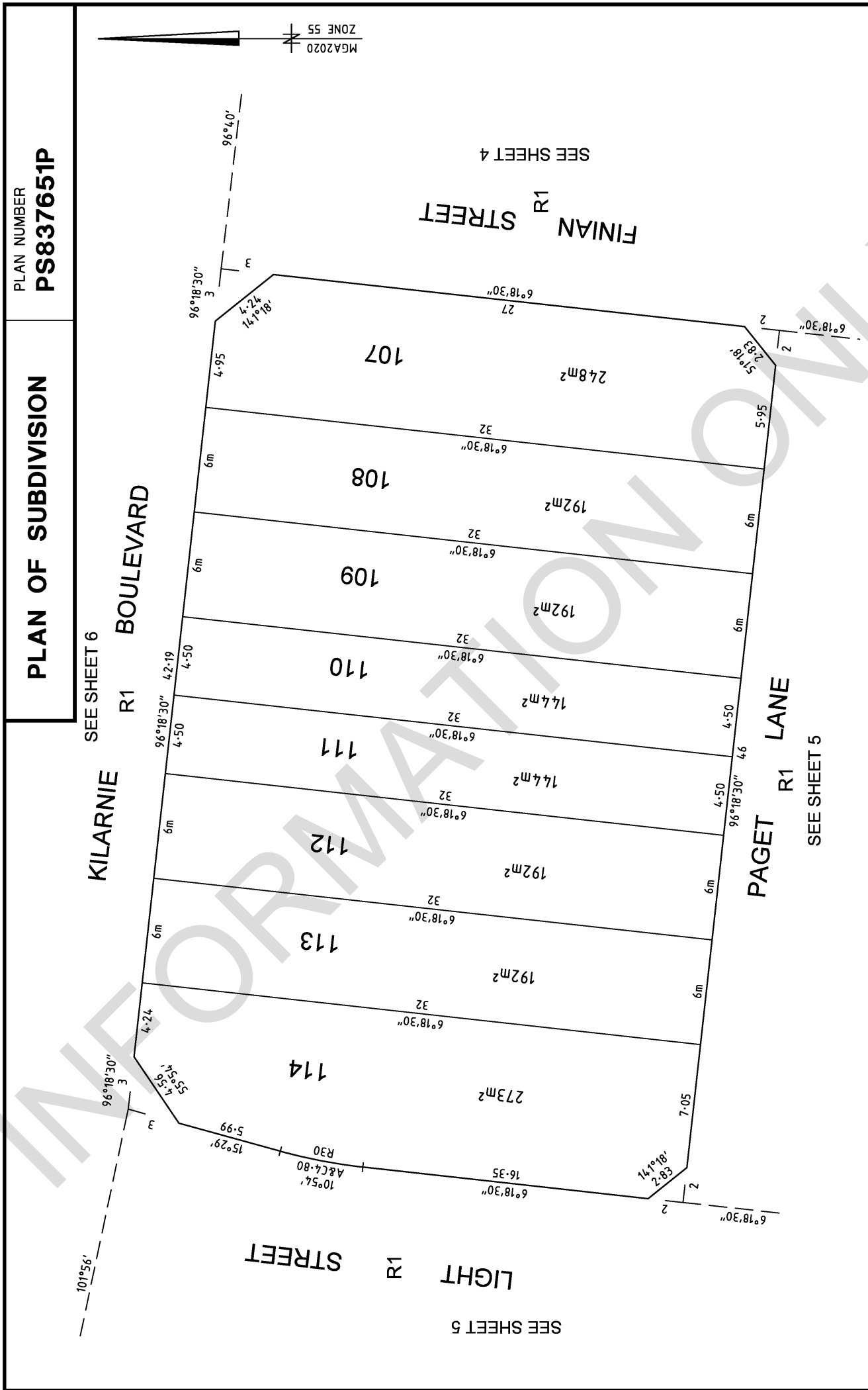
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 6

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (L),
23/08/2023, SPEAR Ref: S156794C

Digitally signed by:
Whittlesea City Council,
27/09/2023,
SPEAR Ref: S156794C



PLAN NUMBER
PS837651P

PLAN OF SUBDIVISION

SEE SHEET 6

KILARNIE R1 BOULEVARD


FINIAN R1 STREET

LIGHT R1 STREET

PAGET R1 LANE

SEE SHEET 5

SEE SHEET 5

 <p>2459S-01 VER L.DWG BC/BC SMEC Member of the Surbana Jurong Group REF 2459s-01</p>		SCALE 1:200	LENGTHS ARE IN METRES 2 0 2 4 6 8	ORIGINAL SHEET SIZE A3	SHEET 7
Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (L), 23/08/2023, SPEAR Ref: S156794C		Digitally signed by: Bruce Tallon, Licensed Surveyor, Whittlesea City Council, 27/09/2023, SPEAR Ref: S156794C			

PLAN OF SUBDIVISION

PLAN NUMBER
PS837651P

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 101 to 131 (All Inclusive)

Land to be Burdened: Lots 101 to 131 (All Inclusive)

Description of Restriction

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply must not build or cause to be built or allow to be built or allow to remain a dwelling, commercial building or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the Lot unless:

Design Guidelines

1. Copies of the site plan, floor plan, elevations (incorporating setback from all boundaries, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Review Panel care of Urbtech Pty Ltd, 1304/20 Rakaia Way, Docklands Vic 3008 or such other entity as may be nominated by the Design Review Panel from time to time;
2. The plans comply with the Wollert Rise Design Guidelines, a copy of which can be obtained from the website at www.wollertrise.com.au;
3. The Design Review Panel or such other entity as may be nominated by the Design Review Panel from time to time has given its written approval to the plans prior to the commencement of works;

Dual Plumbing

4. The dwelling or commercial building incorporates a dual plumbing system for the use of recycled water for toilet flushing and garden watering;

Garages

5. The garage is constructed at least 5 metres from the road alignment at the front of the lot;
6. For a lot with a width of 10 metres or less at the lot frontage a garage other than a single garage where access is proposed from the lot frontage;

Corner Lots

7. The side wall of the first level of any dwelling is constructed at least 900mm from the ground level wall that faces a side street; or with less than 30% glazing for the area of the wall and the remainder of the wall being constructed in contrasting material finishes.

Expiry

The restriction shall cease to burden any Lot on the Plan of Subdivision with effect from the earlier of the issue of the occupancy permit for the whole of a dwelling on that Lot or 10 years from the date of registration of this Plan of Subdivision.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision PS837651P by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Description of Restriction

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
107	108
108	107, 109
109	108, 110
110	109, 111
111	110, 112
112	111, 113
113	112, 114
114	113

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type A)" unless such construction is in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect on the burdened lot after the issue of a certificate of occupancy for the whole of a dwelling on the burdened lot provided that the whole of the dwelling complies with the Small Lot Housing Code for Type A allotments.



2459S-01 VER L.DWG BC/BC

SMC

Member of the Surbana Jurong Group

REF 2459s-01

ORIGINAL SHEET
SIZE: A3

SHEET 8

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (L),
23/08/2023, SPEAR Ref: S156794C

Digitally signed by:
Whittlesea City Council,
27/09/2023,
SPEAR Ref: S156794C



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 12/03/2024 11:17:44 PM

Status	Registered	Dealing Number	AU914967L
Date and Time Lodged	14/10/2021 08:42:29 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8417322

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11908/514
11908/515

Instrument and/or legislation

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

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	14 OCTOBER 2021

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AU914967L
Number of Pages (excluding this cover sheet)	12
Document Assembled	12/03/2024 23:17

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

HW
LEBSWORTH
LAWYERS

Deed of Agreement under s173 of the
Planning and Environment Act 1987

**Purpose: Implementation of Condition 8 on Planning
Permit No. 719692**

City of Whittlesea
and
Dahua Group Melbourne Number 6 Pty Ltd
(ACN 615 975 347)

Ref: JL:SU:1023494

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

Deed of Agreement

Printed 23 August 2021 (##)

Page 1

[8417322: 29878892_1]Doc ID 863719203/V1
Doc ID 863719203/V1

Table of contents

1.	Definitions and interpretation clauses	2
2.	Owner's obligations	5
3.	Further obligations	5
4.	Agreement under Section 173 of the Act	6
5.	Owner's warranties	6
6.	Successors in title	6
7.	Notices	6
8.	Miscellaneous	7
	Executed as a deed	9
	Schedule 1	10

Deed of Agreement

Date 11/16/2021

Parties

Dahua Group Melbourne Number 6 Pty Ltd (ACN 615 975 347)
of Level 50, 360 Elizabeth Street, Melbourne VIC 3000

(Owner)

City of Whittlesea

of 25 Ferres Boulevard, South Morang VIC 3752

(Council)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. On 8 April 2020, Council issued Planning Permit No. 717910 (Subdivision Permit), which allows a multi-lot staged subdivision, creation of reserves and restrictions on title, and removal and alteration of dry stone walls in accordance with plans to be endorsed under the Subdivision permit at 115 Bodycoats Road and 225 Summerhill Road Wollert (Lot 2 on PS945830X and Lots 1 and 2 on PS710782T).
- D. On 1 December 2020, Council issued Planning Permit No. 719692 (Planning Permit), which allows a boundary realignment in accordance with plans to be endorsed under the Planning Permit at the Subject Land.
- E. Condition 8 of the Planning Permit provides that:
 - 8. Section 173 Agreement requirements

Prior to the certification of the Plan of Subdivision, the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987.

The Section 173 Agreement must specify requirements relating to the following matters to the satisfaction of the Responsible Authority:

- a. No development may occur on the land unless it is in accordance with Planning Permit No. 7.17910; in order to satisfy the conditions including relating to Clause 37.07-10 of the Whittlesea Planning Scheme, particularly in relation to the mandatory conditions as listed in Clause 4.0 of Urban Growth Zone Schedule 5.

All costs for, and arising from, the preparation and execution of the Agreement must be borne by the permit holder. It is further required that this Agreement must be registered at the Land Registry Office pursuant to Section 181 of the Planning and Environment Act 1987.

F. The Parties have agreed to enter into this Agreement:

- (a) to give effect to the requirements of the Planning Permit; and
- (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the Parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this deed of agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.

Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
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 in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
Planning Permit	means Planning Permit No. 719692, as amended from time to time and including any plans which may be endorsed under that permit.
Planning Scheme	means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
Residential Lot	means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
Statement of Compliance	means a statement of compliance issued by Council under the <i>Subdivision Act 1988</i> .
Subdivision Permit	means Planning Permit No. 717910 as amended from time to time and including any plans which may be endorsed under that permit.

Subject Land

means the land comprised in:

- certificate of title Volume 11908 Folio 514, formally described as Lot 1 on PS945830X; and
 - certificate of title Volume 11908 Folio 515, formally described as Lot 2 on PS945830X,
- also known as 115 Bodycoats Road, Wollert 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.

VCAT or Tribunal

means the Victorian Civil and Administrative Tribunal.

1.2

Interpretation

(a) In this document, unless the context otherwise requires:

- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
- (ii) if the Subject Land are subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

The Owner of the Subject Land covenants and agrees that it must not develop the Subject Land unless such development is in accordance with the Subdivision Permit.

3. Further obligations

3.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

3.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

3.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

3.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

4. Agreement under Section 173 of the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

5. Owner's warranties

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

6. Successors in title

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

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

7. Notices

7.1 Service

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:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

7.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following Business Day;

Deed of Agreement

[8417322: 29878892_1]Doc ID 863719203/v1

- (b) if posted, on the expiration of two Business Days after the date of posting, or
- (c) if sent by facsimile, on the next following Business Day unless the receiving Party has requested retransmission before the end of that Business Day.

8. Miscellaneous

8.1 Commencement of Agreement

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

8.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

8.3 Ending of Agreement

- (a) The Parties agree that this Agreement will end:
 - (i) with respect to a Residential Lot, upon the issue of a Statement of Compliance relating to a subdivision which creates the Residential Lot, provided that the Agreement must remain registered on the balance of the Subject Land;
 - (ii) once the Owner has completed, to the satisfaction of Council, all of the obligations imposed upon it under this Agreement; or
 - (iii) otherwise in accordance with the Act.
- (b) Once this Agreement ends with respect to part or all of the Subject Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Subject Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under s 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

8.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

8.5 No fettering of Council's powers

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

8.6 No waiver

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

8.7 Severability

(a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

(b) Clause 8.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

8.8 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

Executed as a deed

Signed, sealed and delivered by

Julian Edwards
(name of delegate)

Manager Building & Planning

(title of delegate)

on behalf of the **City of Whittlesea**
pursuant to the power delegated to that
person by an Instrument of Delegation in
the presence of:




Signature of witness

Siobhan Short
Full name of witness (print)


Signature of delegate

**Executed by Dahua Group Melbourne
Number 6 Pty Ltd ACN 615 975 347 in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:**



Signature of Director

Xuanke Chen

Full name (print)



Signature of Director/Company Secretary

Ye Fan

Full name (print)

Schedule 1

Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered Mortgage No. AT6988482U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

DATED:


KEVIN PHIO

Executed for and on behalf of
COMMONWEALTH BANK OF AUSTRALIA



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 12/03/2024 11:17:44 PM

Status	Registered	Dealing Number	AV044370P
Date and Time Lodged	22/11/2021 02:53:01 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8417322

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11908/515

Instrument and/or legislation

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

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 NOVEMBER 2021

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AV044370P
Number of Pages (excluding this cover sheet)	18
Document Assembled	12/03/2024 23:17

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

HWL
EBSWORTH
LAWYERS

Deed of Agreement under s173 of the
Planning and Environment Act 1987

**Purpose: Restrictions relating to open space areas within
odour buffer area**

City of Whittlesea

and

Dahua Group Melbourne Number 6 Pty Ltd

Ref: JL:SJ:1023494

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

Deed of Agreement

Printed 10 November 2021

Page i

[8609035: 30198456_1]Doc ID 863719143/v1

Doc ID 863719143/v1

Table of contents

1. Definitions and interpretation clauses	3
2. Owner's obligations	6
3. Further obligations	6
4. Agreement under Section 173 of the Act	7
5. Owner's warranties	7
6. Successors in title	7
7. Notices	7
8. Miscellaneous	8
Executed as a deed	11
Schedule 1	12
Schedule 2 - Treemap Arborist Assessment	13
Schedule 3 - Tree Retention/Removal Plan	16

Deed of Agreement

Date

Parties

Dahua Group Melbourne Number 6 Pty Ltd (ACN 615 975 347)

of Level 50, 360 Elizabeth Street, Melbourne VIC 3000

(Owner)

City of Whittlesea

of 25 Ferres Boulevard, South Morang VIC 3752

(Council)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. On 8 April 2020, Council issued the Planning Permit, which allows a multi-lot staged subdivision, creation of reserves and restrictions on title, and removal and alteration of dry stone walls in accordance with the endorsed plans at the Subject Land.
- D. Condition 14 of the Planning Permit provides that:

14. Future open space areas

Prior to certification of any plan of subdivision the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 which requires that the superlots located within the 250m odour buffer area (as shown on the endorsed Subdivision Layout Plan approved as part of Planning Permit No. 717910) must:

- a. ensure no buildings or works (including paving) are to be constructed within the boundaries of the

Tree Protection Zones endorsed under Planning Permit 717910.

b. ensure no trees shown for retention on the subdivision layout plan endorsed under Planning Permit 717910 shall be removed, lopped or destroyed without approval of the Responsible Authority.

c. must as part of any future planning permit application:

i. submit a landscape masterplan and landscape works plan identifying the embellishments to the open space areas to the satisfaction of the Responsible Authority. Embellishments may include installation of pathways, park lighting, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies.

ii. transfer or vest in Council the open space areas at no cost to Council.

iii. embellish the open space areas to Council's satisfaction prior to transferring or vesting the land to Council.

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

E. It is the Parties' intention that this Agreement only applies legal obligations to that part of the Subject Land which is within the boundary of the 'Land within Broiler Farm buffer' line as shown on the Subdivision Layout Plan, a copy of which is contained in Schedule 2 to this Agreement (**Buffer Area**).

F. The Parties have agreed to enter into this Agreement:

- (a) to give effect to the requirements of the Planning Permit; and
- (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the Parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Buffer Area	means the land identified within the area denoted as 'Land within Broiler Farm buffer' as shown on the Subdivision Layout Plan.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Embellishments	includes the installation of pathways, park lighting, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies as approved by Council in any plans endorsed under future planning permits for the Buffer Land.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
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 Areas** means the Open Space shown on the Subdivision Layout Plan in Schedule 2 to this Agreement.
- 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 in the Subject Land or any part of it and includes a Mortgagee-in-possession.
- Party or Parties** means the Owner and Council under this Agreement as appropriate.
- Planning Permit** means Planning Permit No. 717910 as amended from time to time and including any plans which may be endorsed under that permit.
- Planning Scheme** means the Whittlesea Planning Scheme and any other Planning Scheme which applies to Subject Land.
- Residential Lot** means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988*.
- Subject Land** means the land comprised in certificate of title Volume 11908 Folio 515, formally described as Lot 2 on PS945830X also known as the land at 115 Bodycoats Road, and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
- Tree Protection Zones** means the area comprising the Tree Protection Zones as described in the Treemap Arborist Assessment dated 18 May 2018, which is endorsed under the Planning Permit, a copy of which is included at Schedule 1 to this Agreement. A copy of the Treemap Arborist Assessment dated 18 May 2018 is also available for inspection at Council's offices on request.
- Tree to be Retained** means the trees in the Tree Retention/Removal Plan, identified as 'Trees To Be Retained'

Tree Retention/ Removal Plan means the Tree & Dry Stone Wall Retention/Removal Plan (Drawing No. RD1209, Rev O, dated 10 November 2020 prepared by Roberts Day) which is endorsed under the Planning Permit, a copy of which is included at Schedule 2 to this Agreement, and which is available for inspection at Council's offices.

VCAT or Tribunal means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

The Owner covenants and agrees that within the Buffer Area it will:

- (a) not construct buildings or commence works within the boundaries of the Tree Protection Zones;
- (b) not remove, lop or destroy any Tree to be Retained as identified on the Tree Retention/Removal Plan without prior written approval of Council; and
- (c) as part of any future planning permit application relating to the Buffer Area:
 - (i) submit a landscape masterplan and a landscape works plan identifying Embellishments to the Open Space Areas to the satisfaction of Council;
 - (ii) vest in Council the Open Space Areas at no cost to Council; and
 - (iii) complete at the Owner's cost in each respect, the required Embellishments to the Open Space Areas to Council's satisfaction prior to the vesting of the Open Space Areas in Council.

3. Further obligations

3.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

3.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

3.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

3.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation,

drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

4. Agreement under Section 173 of the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

5. Owner's warranties

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

6. Successors in title

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

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

7. Notices

7.1 Service

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:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or

- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

7.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following Business Day;
- (b) if posted, on the expiration of two Business Days after the date of posting, or
- (c) if sent by facsimile, on the next following Business Day unless the receiving Party has requested retransmission before the end of that Business Day.

8. Miscellaneous

8.1 Commencement of Agreement

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

8.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may in addition to any other remedy available to it, serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

8.3 Ending of Agreement

- (a) The Parties agree that this Agreement will end:
 - (i) with respect to any part of the Subject Land that is not within the Buffer Area, upon the issue of a Statement of Compliance which subdivides the Subject Land so as to differentiate between that part of the Subject Land within and outside the Buffer Area, provided that the Agreement must remain registered on any part of the Subject Land which is within the Buffer Area;
 - (ii) with respect to a Residential Lot external to the Buffer Area, upon the issue of a Statement of Compliance relating to a subdivision which

creates the Residential Lot, provided that the Agreement must remain registered on any part of the Subject Land which is within the Buffer Area; or

(iii) otherwise in accordance with the Act.

(b) The Parties agree that once this Agreement ends with respect to part or all of the Subject Land, Council will, following a request from the Owner and at the cost of the Owner, complete and execute within a reasonable time 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 in relation to the relevant part of the Subject Land.

8.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

8.5 No fettering of Council's powers

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

8.6 No waiver

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

8.7 Severability

(a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

(b) Clause 8.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

8.8 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

INFORMATION ONLY

Executed as a deed



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

.....
Delegate Julian Edwards, Manager Building & Planning

.....
Delegate

**Executed by Dahua Group Melbourne
Number 6 Pty Ltd ACN 615 975 347** in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of Director

Xuanke Chen

Full name (print)

Signature of Director/Company
Secretary

Ye Fan

Full name (print)

Schedule 1

Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered Mortgage No. AT698482U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

DATED:



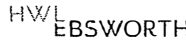
KEVIN THIO

Executed for and on behalf of

COMMONWEALTH BANK OF AUSTRALIA

Schedule 2 - Treemap Arborist Assessment

INFORMATION ONLY



Trees Assessment Detail - 115 Bodycoats Road 225 Summerhill Road, Wollert

May 2018

Appendix 1

Table with columns: No, PFP No., SPECIES, COMMON NAME, DBH (cm), EVC Size Class, TPZ AS4376 (m), RPO TPZ (m), BRZ (m), HAW (m), AGE, HEALTH, STRUCTURE, FORM, ULE, COMMENT, TREE TYPE, RETENTION VALUE, RECOMMENDATION, X Coordinate, Y Coordinate. Contains 100 rows of tree assessment data.

HWL
EBSWORTH

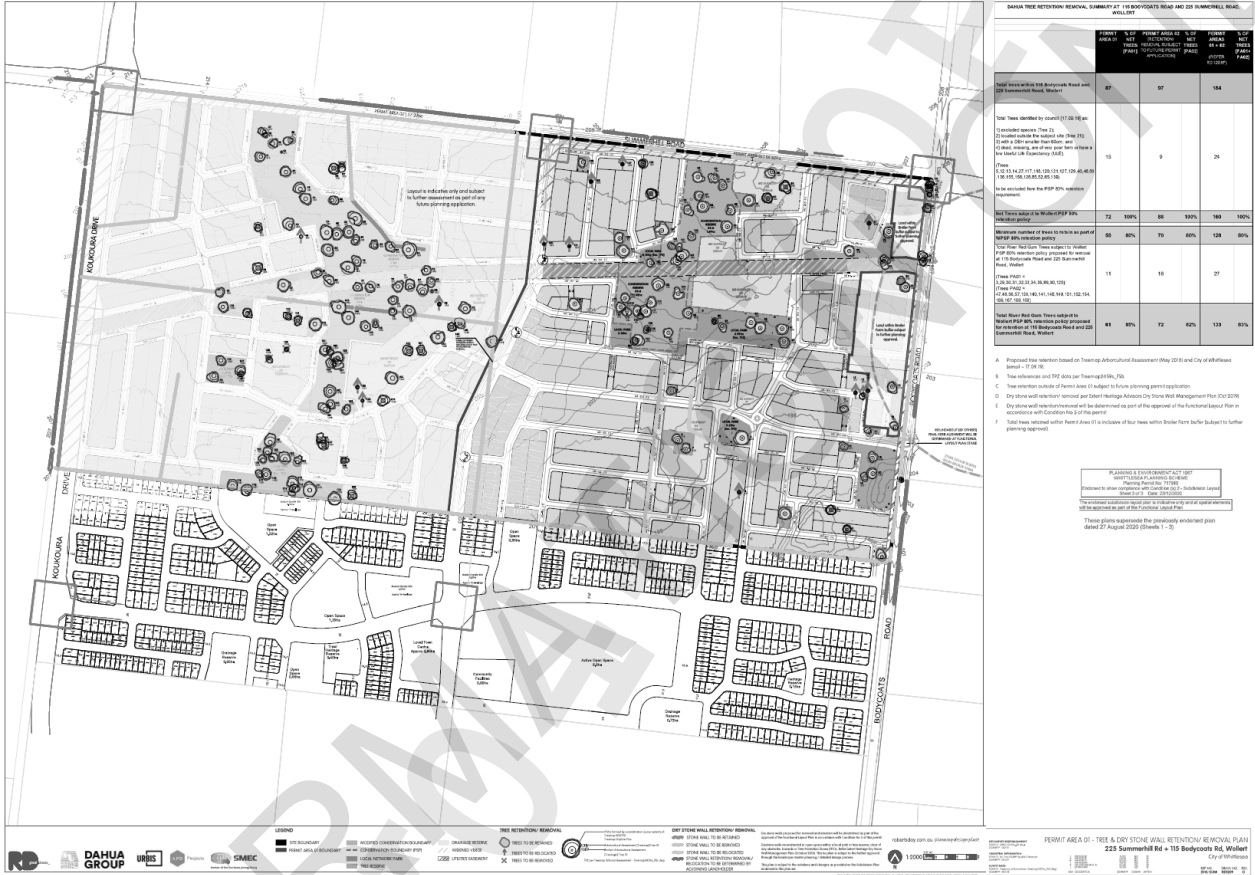
Tree Assessment Detail - 115 Bodycoats Road 225 Summerhill Road, Wollert

May 2018

Appendix 1

No	PSP No.	SPECIES	COMMON NAME	DBH (cm)	Env. Size	TPZ AS470 (m)	RPO TPZ (m)	SRZ (m)	HOV (m)	AGE	HEALTH	STRUCTURE	FORM	ULE	COMMENT	TREE TYPE	RETENTION	RECOMMEND	X Coordinate	Y Coordinate
93	903	Eucalyptus camaldulensis	River Red Gum	149	VLOT	15.00	6.00	4.07	14.19	Maturing	Fair	Poor	Minor asymmetry	30 to 50 years	Basal decay and hollow. Multiple limb failures	Indigenous	Moderate	Could be retained	32459.846	583927.154
94	897	Eucalyptus camaldulensis	River Red Gum	126	VLOT	15.00	7.50	3.78	11.15	Maturing	Fair	Poor	Asymmetric	15 to 30 years	Major limb failure evidence. Limb crown leader	Indigenous	Low	Could be retained	32459.295	583930.485
95	896	Eucalyptus camaldulensis	River Red Gum	124	VLOT	14.88	6.00	5.77	15.16	Maturing	Fair to Poor	Fair to Poor	Asymmetric	30 to 50 years	Spars crown. Limb failure evidence	Indigenous	High	Could be retained	32419.275	583931.672
96	895	Eucalyptus camaldulensis	River Red Gum	115	LOT	13.80	6.50	3.65	15.18	Maturing	Fair	Fair to Poor	Minor asymmetry	50 years		Indigenous	Moderate	Could be retained	32451.418	583932.652
97	884	Eucalyptus camaldulensis	River Red Gum	115	LOT	13.80	6.50	3.65	15.17	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	5 to 15 years	Extensive epicormics	Indigenous	Low	Could be retained	32487.200	583934.391
98	893	Eucalyptus camaldulensis	River Red Gum	110	VLOT	15.00	6.00	4.07	13.18	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	30 to 50 years	Flamboyant epicormics	Indigenous	Moderate	Could be retained	32495.298	583935.364
99	882	Eucalyptus camaldulensis	River Red Gum	105	LOT	10.30	6.00	3.11	11.16	Maturing	Poor	Fair to Poor	Minor asymmetry	15 to 30 years	In decline	Indigenous	Low	Could be retained	32463.905	583935.639
100	881	Eucalyptus camaldulensis	River Red Gum	110	LOT	14.28	7.00	3.70	10.14	Maturing	Fair to Poor	Very poor	Minor asymmetry	15 to 30 years	Stump with epicormics	Indigenous	Low	Could be retained	32471.308	583936.609
101	880	Eucalyptus camaldulensis	River Red Gum	73	NOT	8.76	5.00	3.21	6.25	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	On acute lean	Indigenous	Moderate	Could be retained	32487.867	583937.112
102	888	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	4.06	13.20	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Major limb failure evidence. Basal decay	Indigenous	Moderate	Could be retained	32482.731	583937.283
103	887	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	10.19	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Major limb failure evidence. Spars crown	Indigenous	Low	Could be retained	32484.773	583937.282
104	887	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	10.19	Maturing	Fair	Poor	Asymmetric	15 to 30 years	Multiple major limb failures	Indigenous	Low	Could be retained	32458.193	583931.049
105	910	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	10.16	Maturing	Fair	Poor	Asymmetric	15 to 30 years	In decline	Indigenous	Low	Could be retained	32453.628	583931.054
106	918	Eucalyptus camaldulensis	River Red Gum	86	LOT	10.32	6.00	3.23	12.12	Maturing	Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Epicormics. In decline	Indigenous	Low	Could be retained	32474.285	583921.220
107	915	Eucalyptus camaldulensis	River Red Gum	113	LOT	13.58	6.50	3.62	12.19	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Epicormics. In decline	Indigenous	Low	Could be retained	32478.728	583931.042
108	914	Eucalyptus camaldulensis	River Red Gum	110	LOT	13.58	6.50	3.62	12.19	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Epicormics. In decline	Indigenous	Low	Could be retained	32478.728	583931.042
109	914	Eucalyptus camaldulensis	River Red Gum	110	LOT	13.58	6.50	3.62	12.19	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Epicormics. In decline	Indigenous	Low	Could be retained	32478.728	583931.042
110	911	Eucalyptus camaldulensis	River Red Gum	98	LOT	11.52	6.50	3.38	13.11	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years		Indigenous	Moderate	Could be retained	32473.858	583934.213
111	912	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	10.19	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years		Indigenous	Moderate	Could be retained	32476.132	583931.238
112	NA	Eucalyptus camaldulensis	River Red Gum	87	NOT	8.74	5.00	2.61	11.10	Scrambling	Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Suppressed	Indigenous	Moderate	Could be retained	32475.216	583935.613
113	NA	Eucalyptus camaldulensis	River Red Gum	81	LOT	8.72	6.00	3.15	15.17	Maturing	Poor	Fair to Poor	Asymmetric	15 to 30 years	Epicormics	Indigenous	Low	Could be retained	32476.393	583936.178
114	892	Eucalyptus camaldulensis	River Red Gum	98	LOT	10.36	6.00	3.20	13.16	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Epicormics	Indigenous	Low	Could be retained	32445.866	583937.857
115	931	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	10.19	Maturing	Very Poor	Poor	Minor asymmetry	5 to 15 years	Epicormics	Indigenous	Low	Could be retained	32478.338	583926.154
116	933	Eucalyptus camaldulensis	River Red Gum	94	LOT	11.28	6.00	3.37	12.17	Maturing	Poor	Minor asymmetry	5 to 15 years	Basal decay. Epicormics	Indigenous	Low	Could be retained	32470.165	583930.483	
117	934	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	32470.165	583930.483
118	932	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	32470.165	583930.483
119	925	Eucalyptus camaldulensis	River Red Gum	140	VLOT	15.00	11.50	3.98	20.23	Maturing	Very Poor	Poor	Minor asymmetry	5 to 15 years	no severe decline	Indigenous	Low	Could be retained	32485.100	583924.173
120	933	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	32458.700	583914.246
121	924	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	32484.234	583918.993
122	929	Eucalyptus camaldulensis	River Red Gum	145	VLOT	15.00	16.00	4.00	19.23	Maturing	Fair to Poor	Fair to Poor	Asymmetric	30 to 50 years		Indigenous	Moderate	Could be retained	32459.700	583911.284
123	928	Eucalyptus camaldulensis	River Red Gum	121	VLOT	14.52	6.00	3.73	11.18	Maturing	Poor	Poor	Asymmetric	15 to 30 years	Limb failure evidence. In decline	Indigenous	Low	Could be retained	32470.654	583915.864
124	909	Eucalyptus camaldulensis	River Red Gum	120	VLOT	15.00	12.00	3.78	18.20	Maturing	Fair	Fair to Poor	Asymmetric	30 to 50 years		Indigenous	Moderate	Could be retained	32491.538	583921.384
125	908	Eucalyptus camaldulensis	River Red Gum	123	VLOT	15.00	16.00	4.00	19.20	Maturing	Fair	Fair to Poor	Asymmetric	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32476.253	583921.352
126	907	Eucalyptus camaldulensis	River Red Gum	171	VLOT	15.00	9.00	4.11	19.14	Maturing	Very Poor	Poor	Asymmetric	5 to 15 years	Major limb failure evidence. Leader in dead	Indigenous	Low	Could be retained	32470.488	583924.702
127	906	Eucalyptus camaldulensis	River Red Gum	96	LOT	8.74	5.00	2.61	11.10	Scrambling	Poor	Fair to Poor	Minor asymmetry	0 years	None	Indigenous	Low	Consider removal	32475.216	583935.613
128	904	Eucalyptus camaldulensis	River Red Gum	122	VLOT	14.64	6.00	3.34	11.16	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32497.790	583928.570
129	905	Eucalyptus camaldulensis	River Red Gum	109	LOT	7.41	5.00	2.61	10.40	Maturing	Dead	Failed	Minor asymmetry	0 years		Indigenous	None	Already removed	32488.221	583921.181
130	827	Eucalyptus camaldulensis	River Red Gum	111	LOT	13.32	10.00	3.59	13.20	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32476.338	583928.113
131	826	Eucalyptus camaldulensis	River Red Gum	111	LOT	13.32	10.00	3.59	13.20	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32476.338	583928.113
132	1063	Eucalyptus camaldulensis	River Red Gum	94	LOT	11.28	6.00	3.35	12.18	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Multiple major limb failures	Indigenous	Moderate	Could be retained	32389.356	583926.143
133	1062	Eucalyptus camaldulensis	River Red Gum	113	LOT	15.28	6.00	3.60	15.15	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Multiple major limb failures	Indigenous	Moderate	Could be retained	32475.115	583926.484
134	1065	Eucalyptus camaldulensis	River Red Gum	113	LOT	13.56	7.50	3.62	11.15	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Limb failure evidence	Indigenous	Moderate	Could be retained	32389.607	583929.363
135	1064	Eucalyptus camaldulensis	River Red Gum	138	VLOT	15.00	6.00	3.64	15.16	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Limb failure evidence	Indigenous	Moderate	Could be retained	32391.471	583928.484
136	1066	Eucalyptus camaldulensis	River Red Gum	85	NOT	2.87	2.87	2.87	2.87	Maturing	Dead	Failed	Minor asymmetry	0 years		Indigenous	None	Consider removal	32482.305	583947.454
137	1067	Eucalyptus camaldulensis	River Red Gum	82	LOT	8.84	6.00	3.10	15.16	Maturing	Fair	Fair to Poor	Asymmetric	15 to 30 years	Basal decay and canker	Indigenous	Low	Could be retained	32420.413	583934.138
138	1068	Eucalyptus camaldulensis	River Red Gum	40.26 (6.7)	ST	6.72	6.00	6.00	6.00	Maturing	Fair	Fair to Poor	Asymmetric	15 to 30 years	Colapsed tree	Indigenous	Low	Could be retained	32470.350	583935.111
139	1068	Eucalyptus camaldulensis x coccata	River Red Gum Hybrid	101	LOT	12.12	4.00	3.40	9.93	Maturing	Very poor	Very poor	Minor asymmetry	1 to 5 years	Decomposed specimen	Indigenous	Low	Could be retained	32410.465	583936.451
140	1061	Eucalyptus camaldulensis	River Red Gum	90	LOT	8.74	5.00	2.61	11.10	Scrambling	Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Major limb at base	Indigenous	Low	Could be retained	32411.839	583935.265
141	1062	Eucalyptus camaldulensis	River Red Gum	94	LOT	11.28	7.00	3.35	14.14	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Dieback	Indigenous	Low	Could be retained	32413.101	583935.298
142	1059	Eucalyptus camaldulensis	River Red Gum	123	VLOT	14.76	11.00	3.75	19.23	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years		Indigenous	Moderate	Could be retained	32425.940	583935.871
143	1052	Eucalyptus camaldulensis	River Red Gum	137	VLOT	15.00	13.00	3.83	16.28	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years		Indigenous	Moderate	Could be retained	32427.537	583936.288
144	1052	Eucalyptus camaldulensis	River Red Gum	143	VLOT	15.00	11.00	4.00	19.23	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Multiple major limb failures	Indigenous	Moderate	Could be retained	32425.940	583936.288
145	1051	Eucalyptus camaldulensis	River Red Gum	98	LOT	11.78	6.50	3.41	11.17	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Limb failure evidence	Indigenous	Moderate	Could be retained	32428.838	583936.173
146	1050	Eucalyptus camaldulensis	River Red Gum	143	VLOT	15.00	6.00	3.69	13.03	Maturing	Very Poor	Very Poor	Minor asymmetry	5 to 15 years	Epicormics from failed trunk	Indigenous	Low	Could be retained	32427.038	583937.226
147	1048	Eucalyptus camaldulensis	River Red Gum	130	VLOT	15.00	6.00	3.64	11.16	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Multiple major limb failures	Indigenous	Low	Could be retained	32468.637	583931.143
148	1048	Eucalyptus camaldulensis	River Red Gum	144	VLOT															

Schedule 3 - Tree Retention/Removal Plan



INFORMATION



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 12/03/2024 11:17:44 PM

Status	Registered	Dealing Number	AV565374Y
Date and Time Lodged	27/04/2022 10:56:04 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8684896

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11908/515

Instrument and/or legislation

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

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 APRIL 2022

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AV565374Y
Number of Pages (excluding this cover sheet)	15
Document Assembled	12/03/2024 23:17

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

HWLEBSWORTH
LAWYERS

HWLEBSWORTH
LAWYERS

Deed of Agreement under s173 of the
Planning and Environment Act 1987

**Purpose: Implementation of Condition 13 on
Planning Permit No. 717910**

Conservation Management Plan

City of Whittlesea

and

**Dahua Group Melbourne Number 6 Pty Ltd
(ACN 615 975 347)**

Level 8, 447 Collins Street, Melbourne VIC 3000
Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3
9034 3257 (International)
hwlebsworth.com.au

Deed of Agreement
##

Printed 15 December 2021 (##)

Page i

Error! Unknown document property name.

[8684896: 31513396_1]Error! Unknown document property name.

Table of contents

1.	Definitions and interpretation clauses	3
2.	Conservation Management Plan	6
3.	Vesting of the Local Conservation Reserves	6
4.	Further obligations	6
5.	Agreement under Section 173 of the Act	7
6.	Owner's warranties	7
7.	Successors in title	7
8.	Notices	8
9.	Miscellaneous	8
	Executed as a deed	11
Annexure A	Mortgagee's Consent	12
Annexure B	Conservation Management Plan (cover page only reproduced here)	13

Ref: JL:AG:1023494

Deed of Agreement

Date 5 APRIL 2022

Parties

City of Whittlesea

of 25 Ferres Boulevard, South Morang VIC 3752

(Council)

Dahua Group Melbourne Number 6 Pty Ltd (ACN 615 975 347)

of Level 50, 360 Elizabeth Street, Melbourne VIC 3000

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. On 8 April 2020, Council issued Planning Permit No. 717910 (Planning Permit), which allows a multi-lot staged subdivision, creation of reserves and restrictions on title, and removal and alteration of dry stone walls in accordance with the endorsed plans at the Subject Land.
- D. Condition 13 of the Planning Permit provides that:

13. Local Conservation Reserves - Conservation Management Plans

Prior to the certification of any plan of subdivision for any parcel of land containing a Local Conservation Reserve on Plan 2 - Future Urban Structure within the incorporated Wollert Precinct Structure Plan, June 2017, the owner must enter into an agreement with the responsible authority pursuant to section 173 of the Planning and Environment Act 1987 which requires the owner to prepare and implement a Conservation Management Plan for the land, unless otherwise agreed by the responsible authority.

The Conservation Management Plan must be prepared prior to the approval of any construction plans (engineering plan) for any part of the land and be consistent with the Local Conservation Reserve Treatment and Management Guidelines in the incorporated Wollert Precinct Structure Plan, June 2017 to the satisfaction of the Responsible Authority.

Specifically, the Conservation Management Plan must provide for:

- a. early securing and fencing of the conservation reserve and establishment of interpretive signage prior to the commencement of subdivision construction activity on any part of the land, and
- b. A 10-year action plan providing for the protection of all areas proposed for conservation rehabilitation, biodiversity improvement works and actions focussing on improvement to Grassy Eucalypt Woodland of the Victorian Volcanic Plain and other matters of national environmental significant, re-vegetation and landscaping, pest plant and animal control, soil stabilisation, and on-going maintenance and monitoring.

Where applicable, the Plan shall quantify the extent of offset gain to be achieved commensurate with the Permitted Clearing of Native Vegetation - Biodiversity Assessment Guidelines and defined by the Bush Broker Landowner Agreement and Quality Assurance Process.

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

E. The Parties have agreed to enter into this Agreement:

- (a) to give effect to the requirements of Condition 13 of the Planning Permit; and
- (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the Parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreement	means this deed and any deed executed by the Parties expressed to be supplemental to this deed.
Balance Cost	means those costs which are detailed in Appendix 2 to the Conservation Management Plan which, at the time that a Statement of Compliance is issued for the last Stage, have not yet been incurred by the Owner.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Conservation Management Plan	means the Conservation Management Plan prepared by Ecology & Heritage Partners Pty Ltd for ADP Projects endorsed by Council on 9 November 2021 as amended from time to time. A copy of the cover sheet of the Conservation Management Plan is included in Annexure B to this Agreement to assist in identification of the document. ¹
Development	means the development of the Subject Land in accordance with the Planning Permit.
Local Conservation Reserve	means any local conservation reserve shown on Plan 2 - Future Urban Structure in the PSP, and which is on the Subject Land.

¹ A full copy of the Conservation Management Plan which is 53 pages long is held by Council on its file.
Deed of Agreement

Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
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 in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
Planning Permit	means Planning Permit No. 717910, as amended from time to time and including any plans which may be endorsed under that permit.
Planning Scheme	means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
PSP	means the <i>Wollert Precinct Structure Plan, June 2017</i> , being an incorporated document in the Planning Scheme.
Residential Lot	means a lot created as a result of the subdivision of then Subject Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
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 issued by Council under the <i>Subdivision Act 1988</i> .
Subject Land	means the land comprised in certificate of title Volume 11908 Folio 515, formally described as Lot 2 on PS945830X 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.

VCAT or Tribunal means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land are subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Conservation Management Plan

2.1 The Owner of the Subject Land covenants and agrees that:

- (a) it must implement the Conservation Management Plan in relation to the Local Conservation Reserves unless otherwise agreed in writing by the Council;
- (b) its obligations under this Agreement will continue until the earlier of:
 - (i) 10 years from the commencement of the Development; or
 - (ii) the issue of a Statement of Compliance for the last Stage.
- (c) if Clause 2.1(b)(ii) applies, prior to the issue of a Statement of Compliance for the last Stage, the Owner must pay to the Council the Balance Cost.

2.2 The Owner of the Subject Land acknowledges and accepts that the Council may refuse to issue the Statement of Compliance for the last Stage until the Balance Cost has been paid to the Council.

3. Vesting of the Local Conservation Reserves

The Owner of the Subject Land covenants and agrees that prior to the issue of a Statement of Compliance for the last Stage, it must:

- (a) transfer to or vest in the Council the Local Conservation Reserves; or
- (b) nominate the Local Conservation Reserves as a reserve in favour of Council on a plan of subdivision such that, upon registration of the plan of subdivision, the Local Conservation Reserves vest in Council, provided that the relevant plan(s) of subdivision must be registered prior to or contemporaneously with the plan of subdivision relating to the last Stage.

4. Further obligations

4.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

4.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

4.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

4.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

5. Agreement under Section 173 of the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

6. Owner's warranties

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

7. Successors in title

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

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

8. Notices

8.1 Service

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:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

8.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following Business Day;
- (b) if posted, on the expiration of two Business Days after the date of posting, or
- (c) if sent by facsimile, on the next following Business Day unless the receiving Party has requested retransmission before the end of that Business Day.

9. Miscellaneous

9.1 Commencement of Agreement

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

9.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

9.3 Ending of Agreement

The Parties agree that this Agreement will end:

- (a) with respect to any part of the Subject Land that is not a Local Conservation Reserve, upon the issue of a Statement of Compliance which subdivides the Subject Land so as to differentiate between that part of the Subject Land which is and is not a Local Conservation Reserve, provided that the Agreement must remain registered on any part of the Subject Land which is a Local Conservation Reserve at all times;
- (b) with respect to a Residential Lot external to a Local Conservation Reserve, upon the issue of a Statement of Compliance relating to a subdivision which creates the Residential Lot, provided that the Agreement must remain registered on any part of the Subject Land which is a Local Conservation Reserve at all times; or
- (c) otherwise in accordance with the Act.

9.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

9.5 No fettering of Council's powers

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

9.6 No waiver

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

9.7 Severability

- (a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.
- (b) Clause 9.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

9.8 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

INFORMATION ONLY

Executed as a deed

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


.....

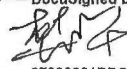
)
)
)

Delegate



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

Executed by Dahua Group Melbourne
Number 6 Pty Ltd ACN 615 975 347 in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

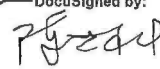
DocuSigned by:


87000264DBCA47E...

Signature of Director

Ken Fan

Full name (print)

DocuSigned by:


19984010242046D...

Signature of Director/Company Secretary

Foreman Chen

Full name (print)

Annexure A Mortgagee's Consent

Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered Mortgage No. AT698482U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

DATED: 15/2/2022

DocuSigned by:

Kevin Thio

B4BD997EE69347D...


Kevin Thio

Executed for and on behalf of

COMMONWEALTH BANK OF AUSTRALIA

Annexure B Conservation Management Plan (cover page only reproduced here)

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 717910
Endorsed to show compliance with Condition (s) 13
Sheet 1 of 53 Date: 9/11/2021




Final Report

Conservation Management Plan for Local Conservation Reserve (LCR02) and Stony Knoll Conservation Reserve, Wollert Rise, Victoria

Prepared for
APD Projects

October 2021



Ecology and Heritage Partners Pty Ltd

MELBOURNE: 292 Mt Alexander Road, Ascot Vale VIC 3032 GEELONG: 330 Latrobe Terrace, Geelong West VIC 3215
BRISBANE: Level 22, 127 Creek Street, Brisbane QLD 4000 ADELAIDE: 78 Edmund Avenue, Unley SA 5061
CANBERRA: 19-23 Moor Street, Turner ACT 2612 SYDNEY: Level 5, 616 Harris Street, Ultimo NSW 2007
www.ehpartners.com.au | 4300 839 325

ROADS PROPERTY CERTIFICATE

The search results are as follows:

CJR Legal C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 726074

NO PROPOSALS. As at the 12th March 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

13 FAIRHILL ROAD, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 12th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72133341 - 72133341231427 '726074'

Property Clearance Certificate

Land Tax



INFOTRACK / CJR LEGAL

Your Reference:	6810
Certificate No:	72857085
Issue Date:	13 MAR 2024
Enquiries:	ESYSPROD

Land Address: 13 FAIRHILL ROAD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50387771	128	837651	12516	624	\$0.00

Vendor: BRADLEY ROSS WARREN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRADLEY ROSS WARREN	2024	\$45,184	\$0.00	\$0.00	\$0.00


Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$0
SITE VALUE:	\$45,184
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 72857085

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$45,184

Calculated as \$0 plus (\$45,184 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 72857085

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 72857085

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / CJR LEGAL

Your Reference:	6810
Certificate No:	72857085
Issue Date:	13 MAR 2024

Land Address: 13 FAIRHILL ROAD WOLLERT VIC 3750

Lot	Plan	Volume	Folio
128	837651	12516	624

Vendor: BRADLEY ROSS WARREN
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 72857085

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 72857089

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 72857089

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Date of issue
15/03/2024

Assessment No.
1223668

Certificate No.
158850

Your reference
72133341-020-4

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 13 Fairhill Road WOLLERT 3750

Description: LOT: 128 PS: 837651P

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$420,000	\$420,000	\$21,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 13/02/2024	\$577.39	
Fire services charge (Res) levied on 13/02/2024	\$72.75	
Fire services levy (Res) levied on 13/02/2024	\$11.24	
Arrears to 30/06/2023	\$0.00	
Interest to 15/03/2024	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$63.09	
Balance of rates & charges due:		\$598.29

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$598.29
--	-----------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1223668



Phone 1300 301 185
Ref 1223668



Billers Code 5157
Ref 1223668

12th March 2024

CJR Legal C/- InfoTrack (ActionStep) C/- LANDATA
LANDATA

Dear CJR Legal C/- InfoTrack (ActionStep) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	13 FAIRHILL ROAD WOLLERT 3750
Applicant	CJR Legal C/- InfoTrack (ActionStep) C/- LANDATA LANDATA
Information Statement	30834867
Conveyancing Account Number	7959580000
Your Reference	726074

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

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

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

Yours sincerely,



Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	13 FAIRHILL ROAD WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	13 FAIRHILL ROAD WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

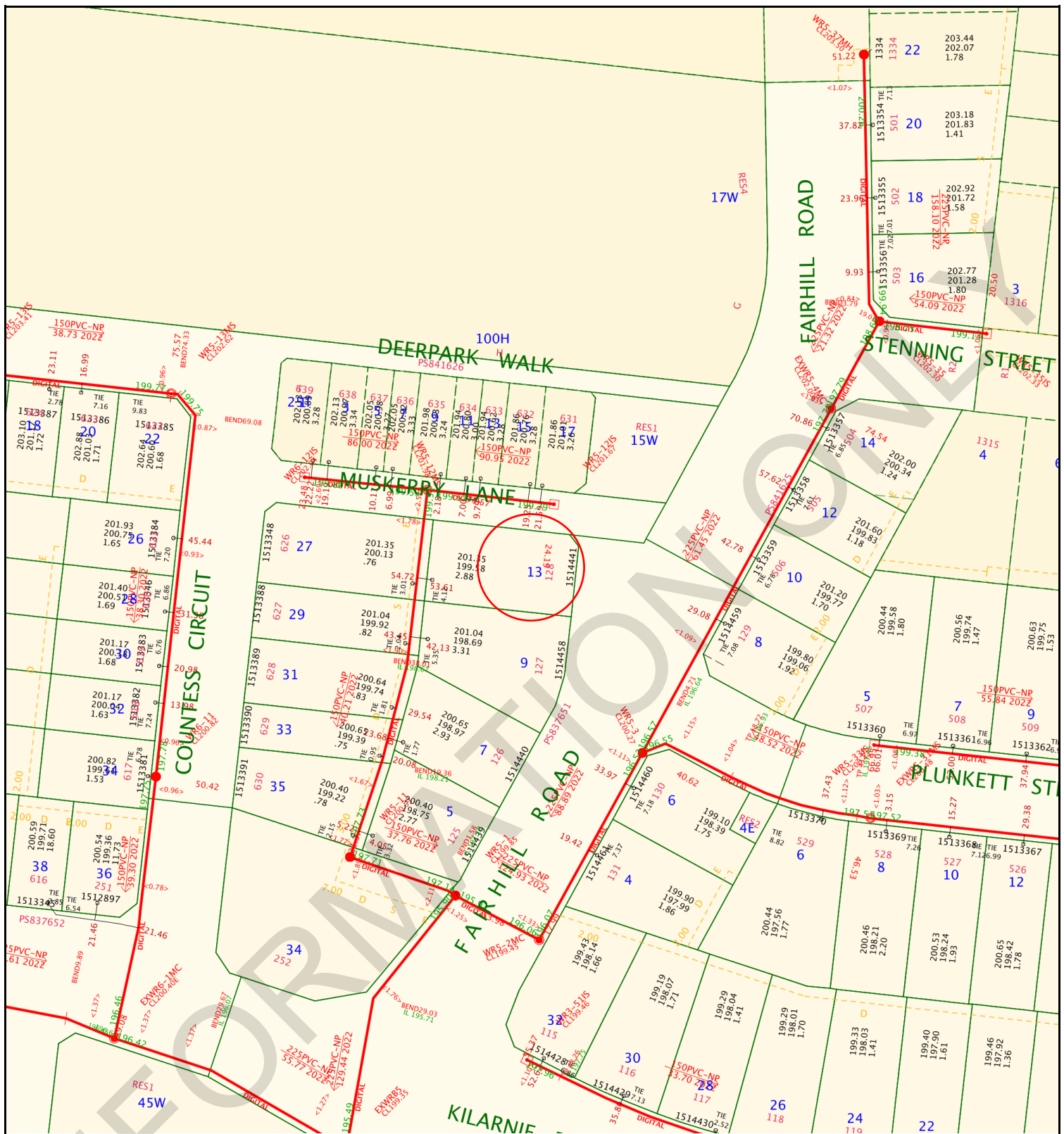
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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
















**Yarra Valley Water
Information Statement
Number: 30834867**

Address	13 FAIRHILL ROAD WOLLERT 3750
Date	12/03/2024
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

CJR Legal C/- InfoTrack (ActionStep) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4998350866
Rate Certificate No: 30834867

Date of Issue: 12/03/2024
Your Ref: 726074

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
13 FAIRHILL RD, WOLLERT VIC 3750	128\PS837651	5302262	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$21.10
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$29.38
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$50.48

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5302262

Address: 13 FAIRHILL RD, WOLLERT VIC 3750

Water Information Statement Number: 30834867

HOW TO PAY



Billers Code: 314567
Ref: 49983508661

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

From www.planning.vic.gov.au at 18 March 2024 05:26 AM

PROPERTY DETAILS

Address: **13 FAIRHILL ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 128 PS837651**
Standard Parcel Identifier (SPI): **128\PS837651**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1223668**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 K4**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

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

[View location in VicPlan](#)

Note

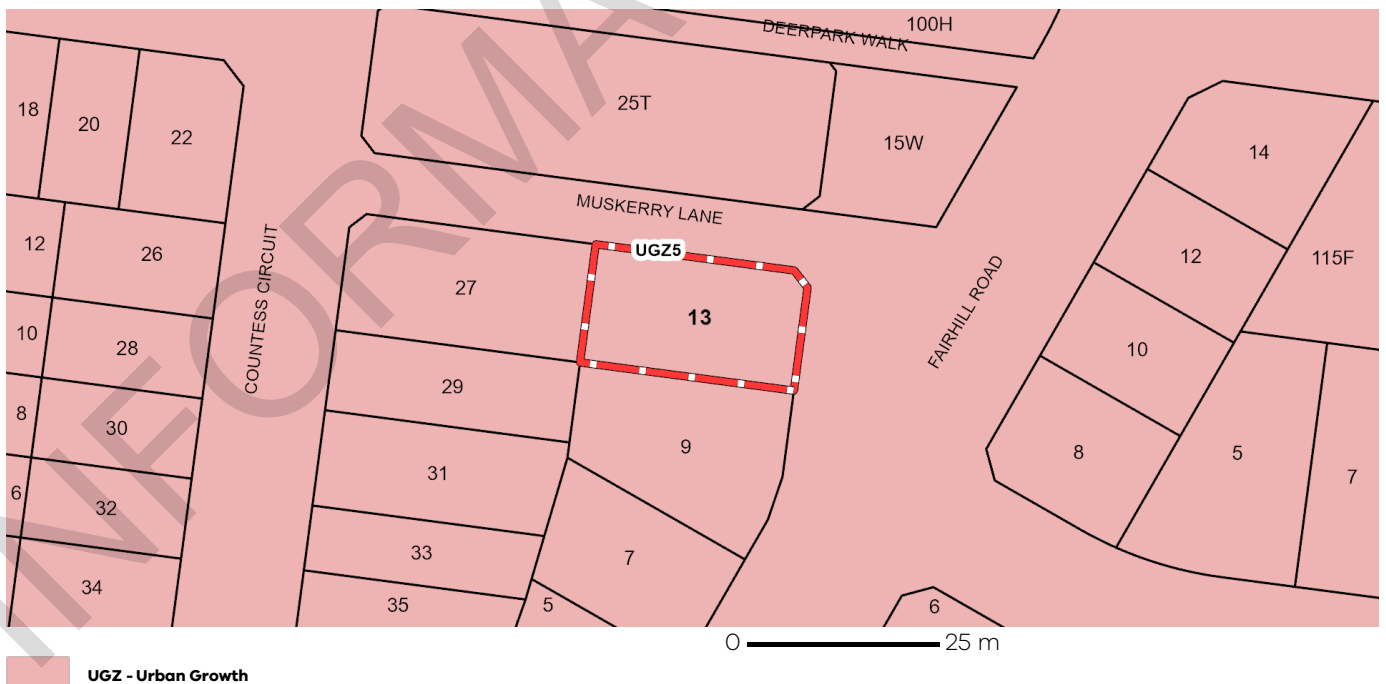
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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

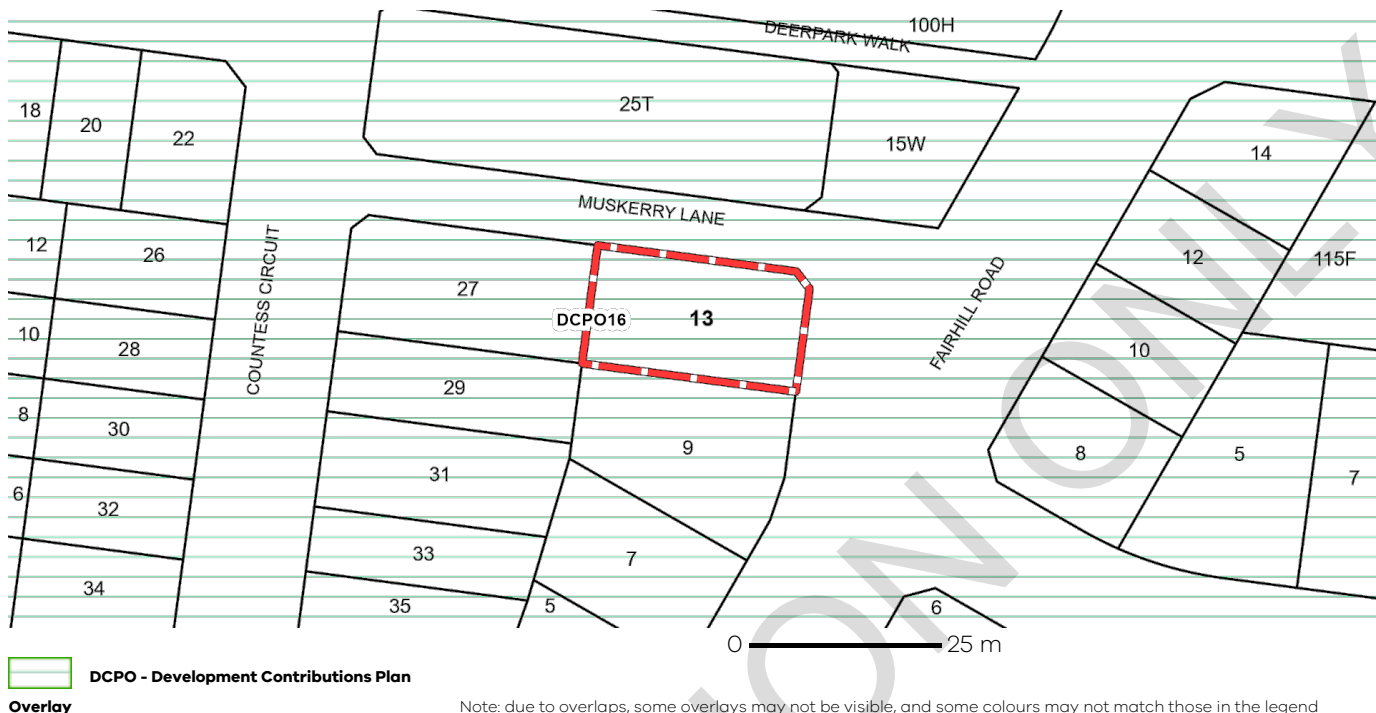
Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



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](#)



Copyright © - State Government of Victoria
 Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvm.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

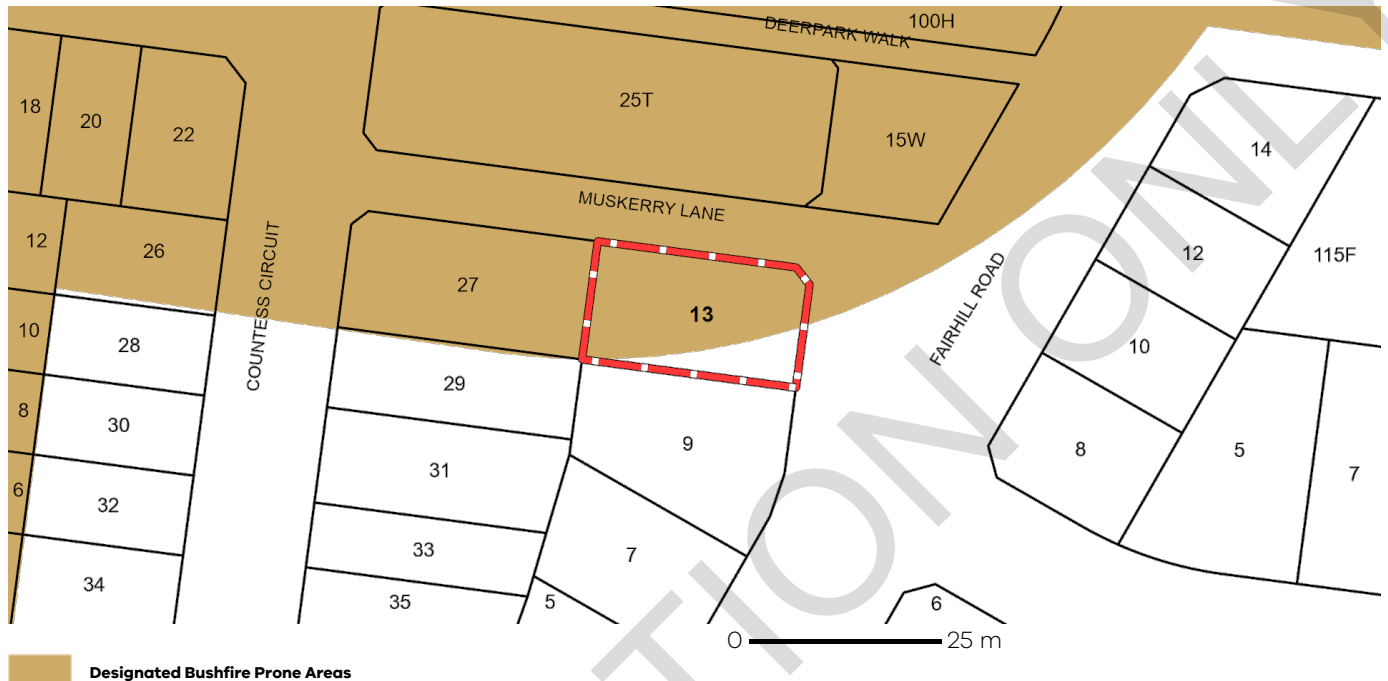
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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>.

SPARKS WHERE CONNECTIONS COME ALIVE

Activation Manual

Contact Us:

1300 787 178
support@redtrain.com.au
www.redtrain.com.au

Redtrain Networks Pty Limited | ABN 77 153 859 244





Enjoy Your 14-Day Free Trail

Redtrain Networks is an Australian-owned wholesale fibre provider, committed to delivering the holistic next-generation 6-cores Fibre-to-the-Premises solutions. Our 10 Gigabit Ready fibre network is designed to offer unparalleled connectivity to residents, tenants, and businesses, supporting the infrastructure needs of smart, connected communities.

We ensure stable connectivity for occupants and transient visitors on their journey through this iconic development, aligning with the federal government's National Broadband Network Strategy and the "Telecommunications in New Developments" (TIND) policy.






Scan the QR code for the
step-by-step guide

We Offer

-  Customised Plans
-  High-Quality Streaming
-  Effortless Remote Work and Learning
-  Enhanced Gaming Experience

You Will Get

-  Pre-installed Routers
-  100Mbps Free Internet
-  Unlimited Data

Connect Today

-  Select Your RSP
-  Organise Connection
-  Find the Right Plan
-  Pay your NDC*

After the free trail, you can reach out to our Retail Service Providers (RSP)

*Check with you developer for applicability



FTTH

BUILDERS GENERAL CHECKLIST

Information the builder needs to know



What You Need To Know

At Redtrain Networks, we like to keep things simple for our customers and partners. The purpose of this document is to help the builder / home owner prepare for connection with Redtrain Networks and to ensure that the service is connected with minimum delay.

Redtrain Networks requires the following guidelines to be met.

If these guidelines are not met, Redtrain Networks will not be able to deliver and activate services. Please ensure all requirements are ticked on the following check list set out by Redtrain Networks.

Getting Started

The following is a checklist of what must be performed by the builder/home owner to a home prior to Redtrain Networks installing the ONT (Optical Network Termination device) at the premises. Failure to make these arrangements may result in additional costs to the home owner.

It is important that you ensure all of the following requirements are met to avoid delays in the provisioning of telecommunication services by Redtrain Networks to your home.

CHECK LIST

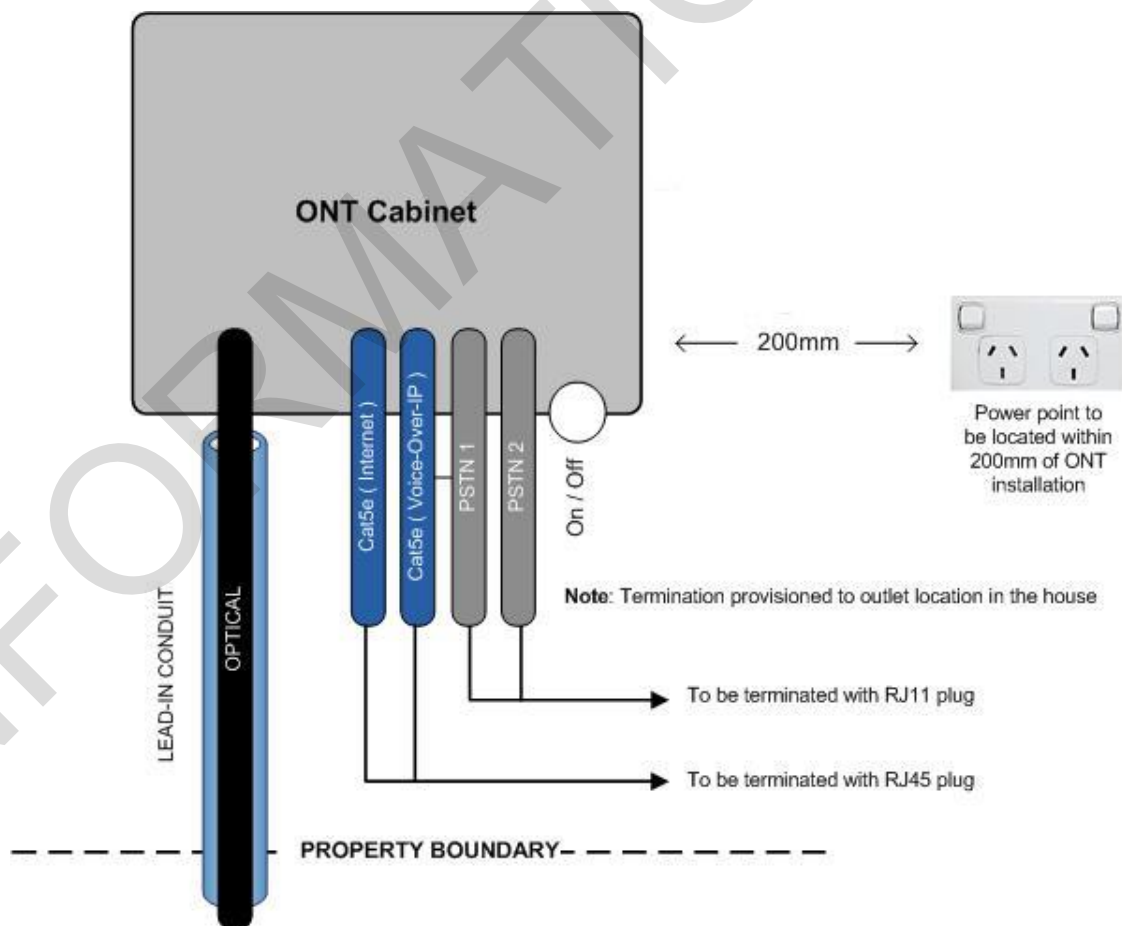
- Installation of a continuous 32mm undamaged conduit from the stub conduit entering your property on an external wall of your garage rising 300mm out of the ground.
- If the conduit rises externally to the house, the conduit is to be terminated into a weather proof enclosure roughly 120mm x 120 mm. Lead in conduit then continued from the external adaptable box to the ONT enclosure.
- Ensure use of sweeping bends when installing the lead in conduit. Include nylon draw string, secured at both ends.
- Install ONU Cabinet (Maddison or a Starhub system) inside the garage which directly connects from the 32mm conduit.
- Cabling technician has installed required cabling from house to ONT (refer to cabling advice outlined in the following page).

ONT (Optical Network Termination Unit) Installation

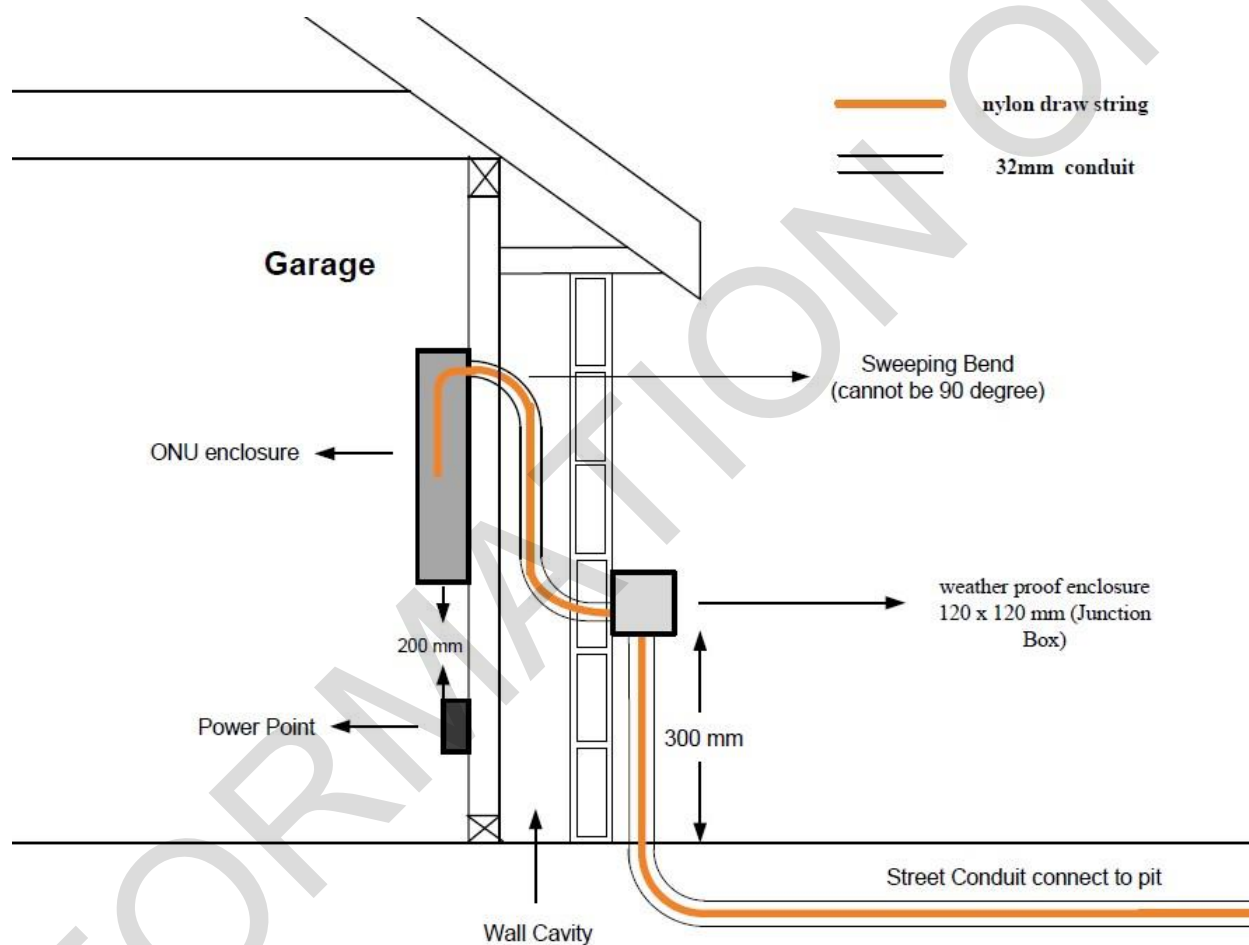
IMPORTANT NOTE

All customers cabling work **MUST** be carried out by a registered cabling technician and comply with all regulatory authority requirements.

Optical Network Termination (ONT) Requirements



Supply internal and external conduit paths



1. FTTH Internal Cabling Works

The FTTH Internal Cabling includes phone and data cabling only and will be installed by the Builder Cabling Contractor.

The FTTH Internal Cabling works comprise:

- Supply and installation (“rough-in”) of telecommunication wall plate mounting brackets at nominated wall plate locations;
- Supply and installation (“rough-in”) of CAT6 data cables (for telephone and computer/internet services) from the telecommunication wall plate locations to the ONT Cabinet;
- Supply, installation and termination (“fit-off”) of telecommunication wall plates and points (providing phone and data) to data cables at telecommunication wall plate locations;
- Termination (“fit-off”) of CAT6 data cables in the ONT Cabinet data cable patch panel; and
- The completion and installation of a data cabling schedule in the ONT Cabinet that identifies the cables to each room within the home.
- An ACMA TCA will be provided on completion of the FTTH Internal Cabling Works

Indicative schematic illustrations of the FTTH Internal cabling Works are shown Figure 1 and Figure 2 (using a notional single-storey house layout). The illustration defines the number and the indicative location of wall plates and the cabling layout of the ONT Standard Configuration in a house (see Figure 1 and Figure 2). Note: Lines from the ONT Cabinet (NTD) to wall plates shown in Figure 1 and Figure 2 are indicative only and are not required to be shown on the plans.

1.1 Mandatory FTTH Standard Configuration Internal Cabling requirements

The illustration in Figure 1 and Figure 2 below represents the mandatory minimum FTTH Communication wall plates and points required to be installed in all homes within the development as part of the FTTH Internal Cabling works to meet the FTTH Standard Configuration.

Note the minimum standard applies to both single storey and double storey homes.

1.2 Builder Cabling Contractor - FTTH Standard Configuration Internal Cabling Installation requirements

The Builder Cabling Contractor will be responsible for the installation of:-

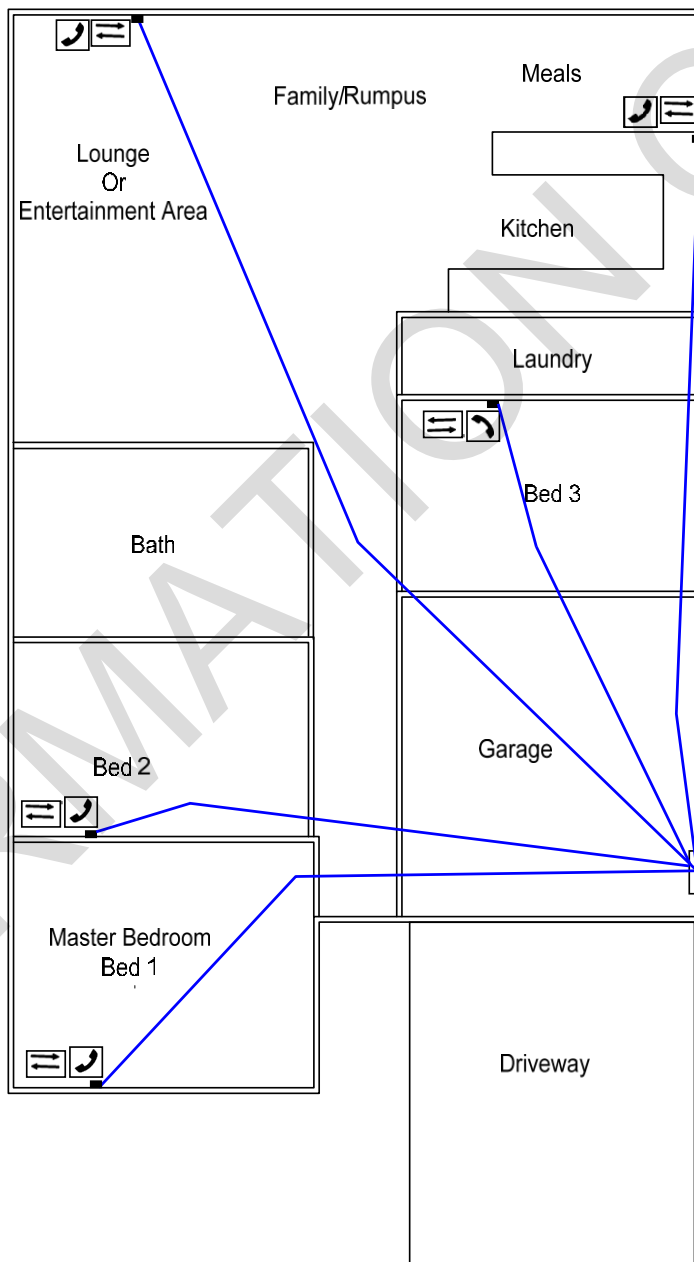
- Supply and installation (“rough-in”) of telecommunication wall plate mounting brackets at nominated wall plate locations;
- Supply and installation (“rough-in”) of CAT6 data cables (for telephone and computer/internet services) from the telecommunication wall plate locations to the ONT Cabinet;
- Supply, installation and termination (“fit-off”) of telecommunication wall plates and points (providing phone and data) to data cables at telecommunication wall plate locations;
- The completion and installation of a data cabling schedule in the ONT Cabinet that identifies the cables to each room within the home.
- An ACMA TCA will be provided on completion of the FTTH Internal Cabling Works

Note the nominated Telco Contractor will be responsible for:-

- ❑ Termination (“fit-off”) of CAT6 data cables in the ONT Cabinet data cable patch panel;




LEGEND: ■ = Wall Plate
 ☎ = Phone Outlet
 ⇄ = Data Outlet

Note – Lines from the Customer FTTH Cabinet to wall plates shown are indicative only and are not required to be shown on the Builder Electrical Plan(s)



Typical Cable Plan – Separate Dwelling

Figure 1 - Mandatory FTTH Standard Configuration - Attached Garage

-  = Wall Plate
-  = Phone Outlet
-  = Data Outlet (Cat6 RJ45)

Note – Lines from the Customer FTTH Cabinet to wall plates shown are indicative only and are not required to be shown on the Builder Electrical Plan(s)

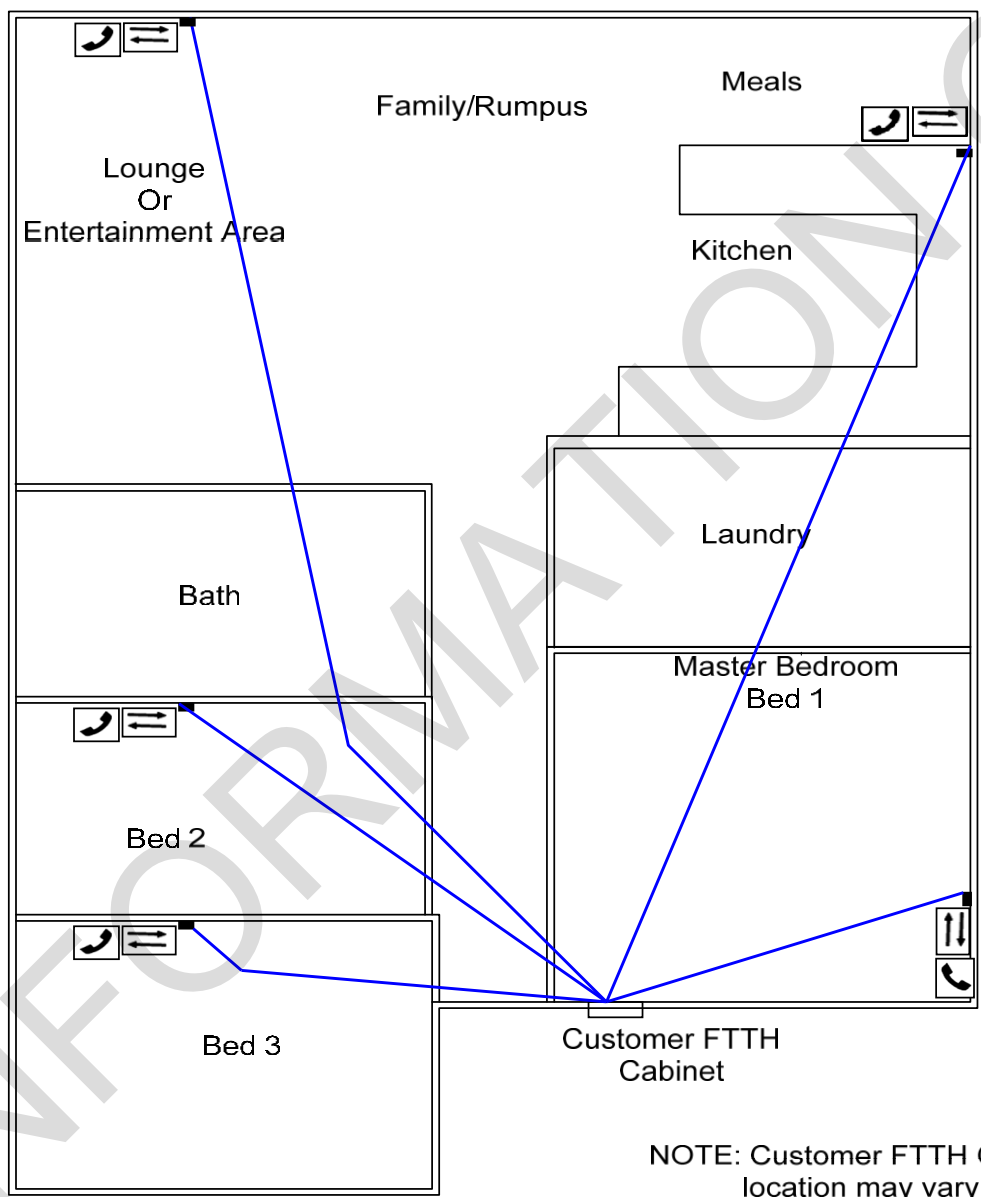


Figure 2 - Mandatory FTTH Standard Configuration - Detached Garage

The illustration in Figure 3 below represents the mandatory minimum FTTH communication wall plates and points required to be installed in all homes within the development as part of the FTTH Internal Cabling works to meet the FTTH Standard Configuration.

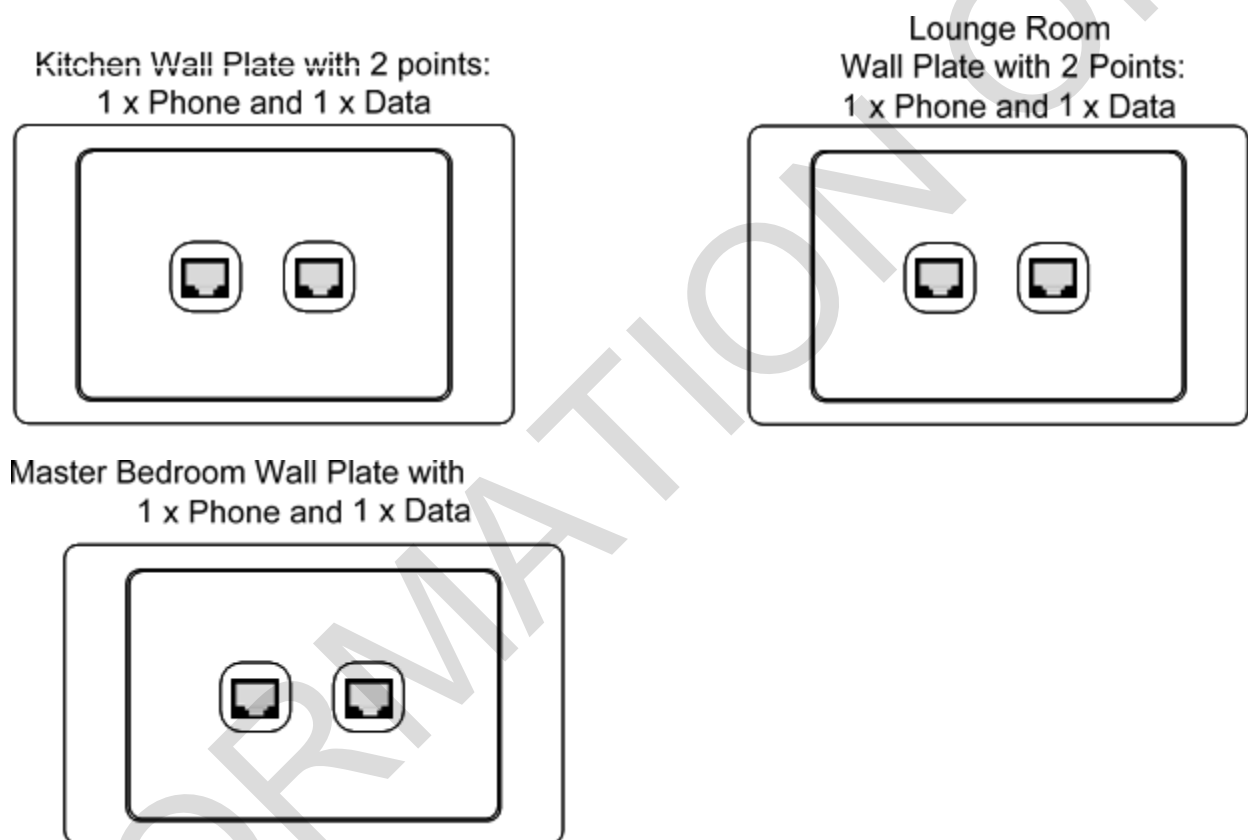


Figure 3 - Illustration of FTTH Wall Plates for Mandatory Minimum FTTH Standard Configuration

NOTE: As part of the FTTH Standard Configuration, the points must be grouped together on the same plate as shown, in each room. The minimum requirement points for each room must not be separated on different plates in a room. Also points must not be moved from the nominated rooms to other rooms e.g. points from Master Bedroom must not be moved to another bedroom or the kitchen point will not be moved to another bedroom or other room.

1.3 Certification provided by the Builder Cabling Contractor

Builder Cabling Contractor will, on completion of the FTTH Internal Cabling Works, provide to RedTrain Networks an ACMA Telecommunications Cabling Advice (TCA) form certifying the FTTH Internal Cabling Works for a period of 12 months. The TCA form will document:

- The business name of the Builder Cabling Contractor.
- The name of the person employed by the Builder Cabling Contractor responsible for the FTTH Internal Cabling Works.
- ACMA Cabling Provider Licence Registration.
- ACMA Cabling Provider Licence Number.
- ACMA Cabling Provider Licence category.
- A description of works completed.
- The date works were completed.
- Clear description of data and phone cable used by the cabling provider, that is:
 - For Data cable:-
 - Cable manufacturer – e.g. Clipsal Titanium series
 - Cable type – Cat 6
- Details of the testing instrument used in testing all data points, including manufacturer details and the most recent calibration date of the testing instrument verifying the test instrument passes carrier calibration requirements.
- Telecommunication “Cabling Schedule” identifying all data and phone points in each room.
- A statement certifying the Builder Cabling Contractor will be warranting the Telecommunication cabling (including wall points, data cable and phone cable and patching on the FTTH patch panel) against faulty workmanship and defects for a period of 12 months from completion date of FTTH Cabling Works.



General Enquiries

We understand that in today's fast pace living that time is important to you. If at any time you have a question please contact us directly on 1300 787 178. Alternatively if you don't have the time to call, please feel free to e-mail us directly at csp.support@redtrain.com.au. One of our consultants will be available to attend to your queries and if requested to do so, will call you back at a more convenient time.

For further information, please register your interest in
www.redtrain.com.au