

Contract of sale of land

Property: 17 Rose Avenue, Wallan VIC 3756



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Luke Anthony Caldwell and Laura Danielle Caldwell

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate Whittlesea
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: jenniterhaar@stonerealestate.com.au
Tel: 9716 2000 Mob: 0438 130 473 Ref: Jenni Ter Haar

Vendor

Name: Luke Anthony Caldwell and Laura Danielle Caldwell

Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing
Address: PO Box 1125, Craigieburn VIC 3064
Email: info@completehomeconveyancing.com.au
Mob: 0488 448 297 Ref: LW:2024/1263

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

| | | |
|--------------------------------|-----------|---------|
| Certificate of Title reference | being lot | on plan |
| Volume 12087 Folio 974 | 723 | 804185D |

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 17 Rose Avenue, Wallan VIC 3756

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

All fixed floor coverings, electronic light fittings, window furnishings and anything of a fixed or permanent nature including the dishwasher.

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

Special Condition 1 – Vendor Warranties

General condition 6.1 is deleted. The general Conditions have only been amended by way of these Special Conditions and do not differ from 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.

Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

14. PAYMENT

- 14.1 The Purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) If there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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 written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking Institution. If the vendor requests that any additional cheque be drawn on an authorised deposit-taking Institution, the vendor must reimburse the purchaser for fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the Intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the Intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking Institution' means the body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 14.11 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.

Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)).
 - (c) The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

Special Condition 4 – Building and Pest Inspection

General Conditions 21.2 and 22.2 are amended by replacing the words “14 days” to “7 days”.

Special Condition 5 – Subject to Finance

General Condition 20 is deleted and replaced with the following:

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection from the Lender (on the Lender's letterhead) specified in the Contract (not a mortgage broker) or non-approval of the loan, on the vendor on or prior to the approval date or any later date allowed by the vendor. The letter must include the following:
 - (i) Purchaser name;
 - (ii) The loan amount requested;
 - (iii) Date the Purchaser applied for the loan;
 - (iv) Confirmation the Purchaser did everything reasonably required to obtain approval for the loan; and
 - (v) Reason the loan approval was declined.
 - (d) is not in default under any other condition of this contract when the notice is given.

All money must be immediately refunded to the purchaser if the contract is ended and complies with the above.

Special Condition 6 - Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are deleted.

Special Condition 7 - Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

Special Condition 8 - Waiver of breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 9 - Severability

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

Special Condition 10 - Disclosure

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

Special Condition 11 - Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- a. In its present condition and state of repair;
- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

Special Condition 12 - Auction clause

If the property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

Special Condition 13 – Priority of Conditions

To the extent there is any inconsistency between the Special Conditions and General Conditions then the Special Conditions prevail over the General Conditions.

Special Condition 14 – Loss and Damages

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under

the Contract pay to the Vendor the following sums:

1. The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
3. Accommodation expenses necessarily incurred by the Vendor;
4. Storage cost of the Vendor's furniture and other possessions;
5. Legal costs and expenses as between solicitor and client;
6. Penalties payable by the Vendor through any delay in completion of the Vendors purchase of another property;

Special Condition 15

The purchaser buys subject to the provisions of any operative Planning Scheme and any restrictions imposed thereunder. The Purchaser buys subject to any easements covenants and encumbrances which may encumber the Property despite not being registered upon the Certificate of Title in the Particulars of Sale.

Special Condition 16

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

Special Condition 17

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

The Purchaser acknowledges that the Vendor has completed works without obtaining a permit including the construction of a shed and the extension of the existing pergola. The Purchaser acknowledges and agrees that they will obtain their own Building Inspection Report, if they so require and will not call upon the Vendor to provide an Owner Builder Defects Report for any works at the property.

Special Condition 18

The Purchaser agrees not to seek any contribution from the Vendor for the cost of connection any service to the land and acknowledges all connections required are to be at the Purchaser's own expense.

Special Condition 19

If the settlement does not take place on the date specified in the Contract and needs to be rescheduled, the Vendor will incur additional costs of \$165 (for each rescheduled date) which will be payable by the Purchaser to the Vendor's representative in payment of additional costs associated with rescheduling the settlement.

Special Condition 20 – Chattels

The Purchaser acknowledges that any chattels sold with the property or in any way included in this transaction are those listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliances as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition or to maintain them in working condition at or prior to settlement.

Special Condition 21 – Condition of the Walls

If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.

The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.

The Purchaser acknowledges the provisions of GC 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

Special Condition 22 – No Land Tax Adjustment

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

Special Condition 23 – Windfall Gains Tax (WGT)

Where the Day of Sale is 1/1/2024 or later, then this Special Condition shall apply and in this condition:-

- 23.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and
- 23.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under *the Planning and Environment Act, 1987*, occurring on or after 1st of July 2023.

- 23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.
- 23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.
- 23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.
- 23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.
- 23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

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

Guarantee for Corporate Purchaser

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors' execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

DATED / /

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

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

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GST RESIDENTIAL WITHHOLDING NOTIFICATION

Pursuant to Section 14-255 of the Taxation Administration Act in relation to the sale of
the property.

To: The Purchaser
Property: 17 Rose Avenue, Wallan VIC 3756
Vendor: Luke Anthony Caldwell and Laura Danielle Caldwell

The Purchaser **is not** required to make a payment under section 14-250 of the
Act in relation to the sale of property.

DATED the 3rd day of June 2024

Lee Warren

Complete Home Conveyancing
Conveyancers for the Vendor



Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

| | |
|-------------|---------------------------------|
| Land | 17 ROSE AVENUE, WALLAN VIC 3756 |
|-------------|---------------------------------|

| | | |
|--------------------|---|------------|
| Vendor's name | Luke Anthony Caldwell | Date |
| Vendor's signature |  | 04/06/2024 |
| Vendor's name | Laura Danielle Caldwell | Date |
| Vendor's signature |  | 04/06/2024 |

| | | |
|-----------------------|-------|------|
| Purchaser's name | | Date |
| Purchaser's signature | _____ | / / |
| Purchaser's name | | Date |
| Purchaser's signature | _____ | / / |

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

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 as follows
None to the best of the Vendor's knowledge.

4.2 Agricultural Chemicals

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

| |
|-----|
| NIL |
|-----|

4.3 Compulsory Acquisition

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

| |
|-----|
| NIL |
|-----|

5. BUILDING PERMITS

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

- Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- 9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12087 FOLIO 974

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LAND DESCRIPTION

Lot 723 on Plan of Subdivision 804185D.
PARENT TITLE Volume 12075 Folio 889
Created by instrument PS804185D 05/06/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LUKE ANTHONY CALDWELL
LAURA DANIELLE CALDWELL both of 17 ROSE AVENUE WALLAN VIC 3756
AW827849K 15/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW827850B 15/05/2023
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS804185D 05/06/2019

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

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

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH931401G 05/05/2011

DIAGRAM LOCATION

SEE PS804185D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 17 ROSE AVENUE WALLAN VIC 3756

ADMINISTRATIVE NOTICES

NIL



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

Page 2 of 2

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 15/05/2023

DOCUMENT END



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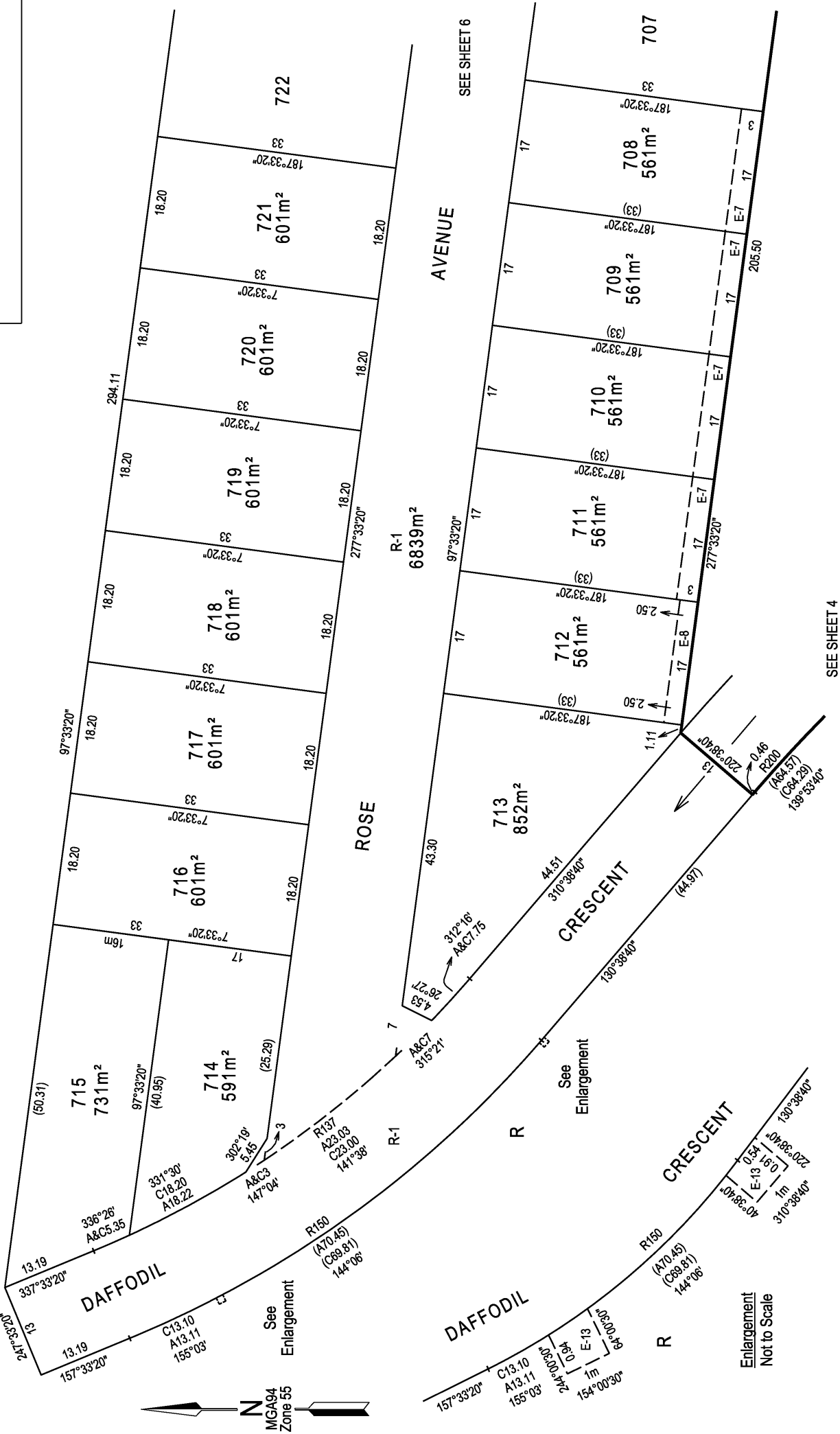
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| PLAN OF SUBDIVISION | LV USE ONLY EDITION | PS 804185D |
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EASEMENT INFORMATION

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
|----------------------|--------------------|----------------|--|--|
| E-1, E-2, E-3 & E-14 | Sewerage | See Diag. | PS 804181M | Yarra Valley Water Limited |
| E-2 & E-14 | Drainage | See Diag. | Ps 804181M | Mitchell Shire Council |
| E-3 & E-4 | Telephone Services | See Diag. | PS 540322P | Land in PS 540322P |
| E-3 & E-4 | Powerline | See Diag. | PS 540322P Section 88 Electricity Industry Act 2000 | SPI Electricity Pty Ltd |
| E-5 | Water Supply | See Diag. | Instrument No X329811N | Goulburn Valley Region Water Authority |
| E-6 | Water Supply | See Diag. | PS 540322P | Goulburn Valley Region Water Authority |
| E-7 | Drainage | See Diag. | This Plan | Mitchell Shire Council |
| E-7 & E-8 | Sewerage | See Diag. | This Plan | Yarra Valley Water Limited |
| E-9 & E-11 | Sewerage | See Diag. | PS 630437U | Yarra Valley Water Limited |
| E-9 & E-11 | Drainage | See Diag. | PS 630437U | Mitchell Shire Council |
| E-10 & E-11 | Telephone Services | See Diag. | PS 630437U | Land in PS 630437U |
| E-10 & E-11 | Powerline | See Diag. | PS 630437U Section 88 Electricity Industry Act 2000 | SPI Electricity Pty Ltd. |
| E-12 & E-14 | Powerline | See Diag. | PS 804181M Section 88 Electricity Industry Act 2000 | SPI Electricity Pty Ltd. |
| E-13 | Powerline | See Diag. | This Plan Section 88 Electricity Industry Act 2000 | SPI Electricity Pty Ltd. |
| E-15 | Water Supply | See Diag. | PS 745349A | Yarra Valley Water Limited |

PS 804185D



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| SCALE 1:500 | LENGTHS ARE IN METRES 0 5 10 15 20 | ORIGINAL SHEET SIZE: A3 | SHEET 5 |
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SEE SHEET 4

SEE SHEET 5

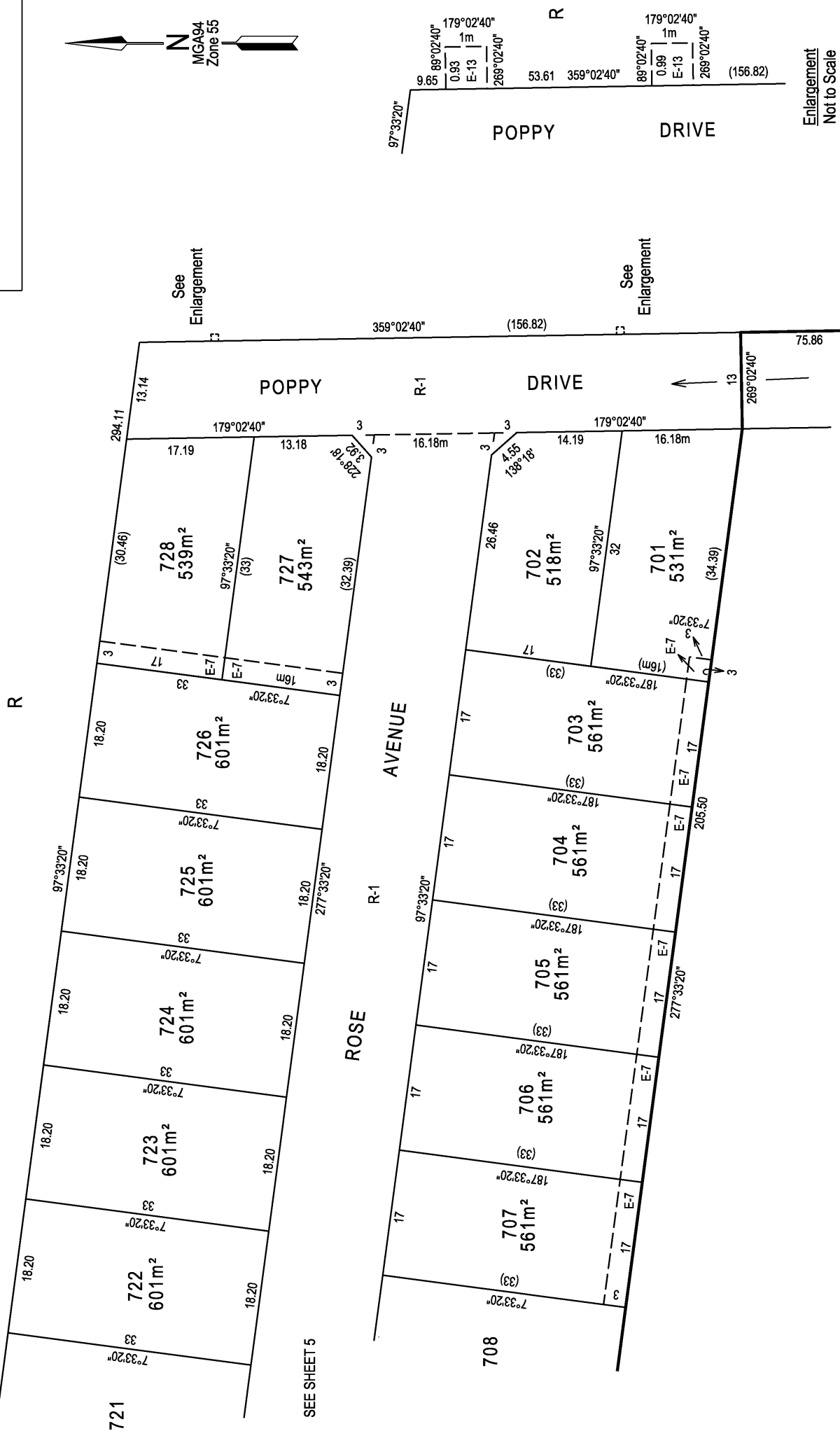
Digitally signed by: Michael Neylan Degg, Licensed Surveyor, Surveyor's Plan Version (6), 08/04/2019, SPEAR Ref: S107046A

Digitally signed by: Mitchell Shire Council, 09/04/2019, SPEAR Ref: S107046A

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PS 804185D



SEE SHEET 4

SEE SHEET 5

Enlargement
Not to Scale

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LENGTHS ARE IN METRES

5 0 5 10 15 20

SEE SHEET 4

Digitally signed by: Michael Naylor, Licensed Surveyor,
Surveyor's Plan Version (6),
08/04/2019, SPEAR Ref: S107046A

ORIGINAL SHEET SIZE: A3

Digitally signed by: Mitchell Shire Council,
09/04/2019,
SPEAR Ref: S107046A

SHEET 6

CREATION OF RESTRICTION A

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

LAND TO BENEFIT: Lots 701 to 728 (both inclusive).

LAND TO BURDEN: Lots 701, 703 to 712 (both inclusive), 715 to 726 (both inclusive) and 728.

DESCRIPTION OF RESTRICTION:

In this restriction:

'Front Boundary' means:

- (a) in the case of a lot where only one boundary abuts a road, that boundary which abuts the road;
- (b) in the case of a lot where more than one boundary abuts a road, the shortest of the boundaries which abuts a road and where there is a splayed corner on a lot, that part of the boundary which is created by the splay (ie the corner section) shall be disregarded.

'Large Corner Lot' means a lot which has two boundaries which abut a road, and which has an area of 460m² or greater.

'road' means any kind of road, street, lane or other vehicular access way whatsoever.

'encroachment' means any part of a building, other than eaves not more than 450 millimetres wide, located forward of the front wall of the building (such as porch, verandah, portico and the like).

The registered proprietor or proprietors for the time being of any burdened lot shall not:

1. At any time erect, cause or permit to be erected, constructed or built or remain on the burdened lot:
 - (a) a single storey dwelling having a ground floor area (excluding garages) of less than shown below:
 - (b) any dwelling which is not set back from the Front Boundary at least the minimum setbacks as follows:

| Allotment size (m ²) | Minimum Floor Area (m ²) | Minimum Front Setback (m) |
|----------------------------------|--------------------------------------|---------------------------|
| 300 - 350 | - | 3.0 |
| 351 - 450 | 100 (10.76 squares) | 3.0 |
| 451 - 600 | 140 (15.07 squares) | 4.0 |
| 601+ | 170 (18.30 squares) | 5.0 |
 - (c) Any dwelling:
 - (i) on a lot between 300m² to 450m² with encroachments less than 3 metres from the Front Boundary;
 - (ii) on lots between 451m² to 600m² an allowable encroachment more than 1 metre forward of the building, where the building is setback 4 metres from the frontage;
 - (iii) on lots 601m² and larger an allowable encroachment more than 2 metres forward of the building.
 - (d) Any dwelling with walls on or abutting the side boundary, except for garage walls and where the lot has a frontage less than 12.5 metres.
 - (e) Any fence:
 - (i) subject to (iv), which is less than 1.8m in height;
 - (ii) subject to (iv), which is not constructed of timber palings;
 - (iii) on any side boundary which abuts a road, within 1 metre of the front dwelling facade to that side boundary;
 - (iv) on any side boundary of any Large Corner Lot which abuts a road, any fence which is less than the maximum length allowable pursuant to 1. (e) (iii) and/or does not contain a minimum of two inverted bays (in which the fence inverts into the burdened lot), each bay being 3 metres in length and 600mm in depth;
 - (v) except for any fence on a side or rear boundary between the Front Boundary and the point 1 metre behind the front facade of any residence on the lot;
 - (f) any dwelling without having installed a water tank with a minimum capacity of 2500 litres on lots 300m² or less and 5000 litres for lots 301m² and over.



CREATION OF RESTRICTION A
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.
(Continued from Sheet 7)

The registered proprietor or proprietors for the time being of any burdened lot shall not:

2. Place, park or maintain any commercial vehicle with a carrying capacity of 2.5 tonne or greater or any caravan, boat or trailer on the burdened lot or any part of the burdened lot such that any vehicle, caravan, boat or trailer is visible from any street or any abutting or adjacent lot, or to repair any motor vehicle or boat on the burdened lot.
3. Except with the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382, erect or permit to be erected or remain on a burdened lot or any part thereof or any building erected thereon any advertising hoarding sign or similar structure or to allow any burdened lot to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the burdened lot, the registered proprietor shall be entitled to erect a sign of no greater than 4m² in size advertising the burdened lot for sale until the day that is 10 days after the registered proprietor sells the burdened lot.
4. Construct a dwelling or fencing on a burdened lot without obtaining the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382.
5. At any time allow the dwelling or fences on a burdened lot to fall into a state of disrepair, or to allow excessive weeds or rubbish (including motor vehicle bodies and construction materials) to accumulate on a burdened lot.
6. At any time allow any clothes airing or drying facilities to be placed on a burdened lot so as to be visible outside the lot.
7. Build or permit more than one dwelling-house to be built on the burdened lot.
8. Subdivide or cause to subdivide or allow to be subdivided the burdened lots to create additional lots.

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



CREATION OF RESTRICTION B

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

LAND TO BENEFIT: Lots 701 to 728 (both inclusive).

LAND TO BURDEN: Lots 702, 714 & 727.

DESCRIPTION OF RESTRICTION:

In this restriction:

'Front Boundary' means:

- (a) in the case of a lot where only one boundary abuts a road, that boundary which abuts the road;
- (b) in the case of a lot where more than one boundary abuts a road, the shortest of the boundaries which abuts a road and where there is a splayed corner on a lot, that part of the boundary which is created by the splay (ie the corner section) shall be disregarded.

'Large Corner Lot' means a lot which has two boundaries which abut a road, and which has an area of 460m² or greater.

'road' means any kind of road, street, lane or other vehicular access way whatsoever.

The registered proprietor or proprietors for the time being of any burdened lot shall not:

1. At any time erect, cause or permit to be erected, constructed or built or remain on the burdened lot any fence:
 - (i) subject to (iv), which is less than 1.8m in height;
 - (ii) subject to (iv), which is not constructed of timber palings;
 - (iii) on any side boundary which abuts a road, within 1 metre of the front dwelling facade to that side boundary;
 - (iv) on any side boundary of any Large Corner Lot which abuts a road, any fence which is less than the maximum length allowable pursuant to 1. (iii) and/or does not contain a minimum of two inverted bays (in which the fence inverts into the burdened lot), each bay being 3 metres in length and 600mm in depth;
 - (v) except for any fence on a side or rear boundary between the Front Boundary and the point 1 metre behind the front facade of any residence on the lot;
2. Place, park or maintain any commercial vehicle with a carrying capacity of 2.5 tonne or greater or any caravan, boat or trailer on the burdened lot or any part of the burdened lot such that any vehicle, caravan, boat or trailer is visible from any street or any abutting or adjacent lot, or to repair any motor vehicle or boat on the burdened lot.
3. Except with the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382, erect or permit to be erected or remain on a burdened lot or any part thereof or any building erected thereon any advertising hoarding sign or similar structure or to allow any burdened lot to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the burdened lot, the registered proprietor shall be entitled to erect a sign of no greater than 4m² in size advertising the burdened lot for sale until the day that is 10 days after the registered proprietor sells the burdened lot.
4. Construct a dwelling or fencing on a burdened lot without obtaining the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382.
5. At any time allow the dwelling or fences on a burdened lot to fall into a state of disrepair, or to allow excessive weeds or rubbish (including motor vehicle bodies and construction materials) to accumulate on a burdened lot.
6. At any time allow any clothes airing or drying facilities to be placed on a burdened lot so as to be visible outside the lot.

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

CREATION OF RESTRICTION C

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

LAND TO BENEFIT: Lots 701 to 728 (both inclusive).

LAND TO BURDEN: Lot 713.

DESCRIPTION OF RESTRICTION:

In this restriction:

The registered proprietor or proprietors for the time being of any burdened lot shall not:

1. At any time erect, cause or permit to be erected, constructed or built or remain on the burdened lot any fence:
 - (i) which is less than 1.8m in height;
 - (ii) which is not constructed of timber palings;
2. Place, park or maintain any commercial vehicle with a carrying capacity of 2.5 tonne or greater or any caravan, boat or trailer on the burdened lot or any part of the burdened lot such that any vehicle, caravan, boat or trailer is visible from any street or any abutting or adjacent lot, or to repair any motor vehicle or boat on the burdened lot.
3. Except with the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382, erect or permit to be erected or remain on a burdened lot or any part thereof or any building erected thereon any advertising hoarding sign or similar structure or to allow any burdened lot to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the burdened lot, the registered proprietor shall be entitled to erect a sign of no greater than 4m² in size advertising the burdened lot for sale until the day that is 10 days after the registered proprietor sells the burdened lot.
4. Construct a dwelling or fencing on a burdened lot without obtaining the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382.
5. At any time allow the dwelling or fences on a burdened lot to fall into a state of disrepair, or to allow excessive weeds or rubbish (including motor vehicle bodies and construction materials) to accumulate on a burdened lot.
6. At any time allow any clothes airing or drying facilities to be placed on a burdened lot so as to be visible outside the lot.

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



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



Form 18

Lodged by:

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

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

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

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

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

Mitchell Shire Council of 113 High Street, Broadford, 3658

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the Authority:

Name of Officer:

ROB McVERNON, ACTING CEO

Date:

20 APRIL 2011

RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

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MITCHELL SHIRE COUNCIL

and

PRETTY SALLY HOLDINGS PTY LTD

ZANFAM PTY LTD

GOLDEN HILL DEVELOPMENT PTY LTD

K H LEONG NOMINEES PTY LTD

SWE CHIN YU

BUEY BUEY NGIAM

TRC (AUST) PTY LTD

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

**SPRINGRIDGE ESTATE - DEVELOPMENT
AGREEMENT**

LEVEL 12
469 LA TROBE STREET
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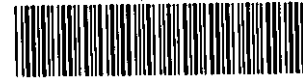


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THIS AGREEMENT is made on 20th APRIL

2011
2010

PARTIES

- 1 **Mitchell Shire Council**
of 113 High Street, Broadford, Victoria, 3658
("Council")
- 2 **Zanfam Pty Ltd**
ACN 005 638 746
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
- Golden Hill Development Pty Ltd**
ACN 085 806 828
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
- K H Leong Nominees Pty Ltd**
ACN 086 754 672
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
- Swe Chin Yu**
of 20 Sydney Street, Kilmore, Victoria 3764
- Buey Buey Ngiam**
of 20 Sydney Street, Kilmore, Victoria 3764
- TRC (AUST) Pty Ltd**
ACN 137 500 611
of 1/460 Lower Heidelberg Road, Heidelberg Victoria 3084
- ("Owners")
- 3 **Pretty Sally Holdings Pty Ltd**
ACN 111 744 382
of 20 Sydney Street, Kilmore, Victoria 3764
- ("Developer")



RECITALS / BACKGROUND

- A The Owners are the registered proprietors of the Land.
- B The Owners and Developer are undertaking the Development.
- C Council is the responsible authority pursuant to the Act for the Scheme.
- D The Development has proceeded to date subject to an agreement pursuant to Section 173 of the *Planning and Environment Act 1987* between the Owners (from time to time) and the Developer (of the one part) and the Council (of the other part), dated 5 August 2005, registered on titles to the Land in dealing AE095284R (the "Old Agreement").
- E The Owners, the Developer and Council have agreed to enter into this Agreement in order to:
 - end the Old Agreement and replace it with this Agreement;



- meet the requirements of the Development Plan;
- detail Contributions that the Developer and Owners must make in respect of the Development;
- detail particular works to be undertaken as part of the Development;
- detail particular lot development controls to be implemented and maintained.

E This Agreement is made under Division 2 of Part 9 of the Act and as a deed at common law.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **“Act”** means the *Planning and Environment Act 1987*.
- 1.2 **“Affected Lots”** means the lots contemplated in Clause 9.6.
- 1.3 **“Agreement”** means this deed, including the recitals / background and any annexures to this deed.
- 1.4 **“Business Day”** means Monday to Friday excluding public holidays in Victoria.
- 1.5 **“Developed Recreation Areas”** means the area provisionally and initially identified as such on the Development Plan totalling approximately 1.90 hectares.
- 1.6 **“Developer”** means Pretty Sally Holdings Pty Ltd, or any other entity which may be substituted as the Developer in accordance with this Agreement.
- 1.7 **“Development”** means the development of the Land as the balance of the Springridge Estate generally in accordance with the Development Plan.
- 1.8 **“Development Plan”** means the various plans and documents approved by the Council to meet the requirements of the Development Plan Overlay Schedule 8 (“DPO 8”) in the Scheme including:
 - 1.8.1 as amended by the plan and documents prepared by Taylor Development Strategists approved by Council on 26 March 2007; and
 - 1.8.2 still incorporating:
 - (a) Traffic Impact Report prepared by Ratio Consultants Pty Ltd dated December 2004;
 - (b) Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004;
 - (c) Arboricultural Report prepared by Homewood Consulting Services dated 5 December 2004;
 - (d) Report on Erosion Issues prepared by Banon Consultants dated November 2004;

- (e) Soil and Water Report prepared by Banon Consultants dated November 2004; and
- (f) Native Grasses Report prepared by Homewood Consulting Services dated 4 December 2004;

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

- 1.9 **"Erosion Areas"** means the areas identified as being prone to the effects of erosion being provisionally and initially described in the Report on Erosion Issues and to be located within the Reserves and which are within the Landscaped Open Space.
- 1.10 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.11 **"GST"** means the goods and services tax as defined in the *GST Act*.
- 1.12 **"Input Tax Credit"** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- 1.13 **"Land"** means the land (in the Development) described as Lot B on the plan marked "A" attached to this Agreement being part of the land in certificate of title volume 10957 folio 862.
- 1.14 **"Landscaped Open Space"** means the area provisionally and initially identified as such on the Development Plan totalling approximately 21.80 hectares located within the Reserves.
- 1.15 **"Landscape Plan"** means the Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004, which form part of the Development Plan.
- 1.16 **"Lot"** means any separate lot created on a Plan of Subdivision which is intended to be used and developed for residential, commercial or related purposes excluding the Reserves.
- 1.17 **"Maintain"** includes pruning vegetation, removing dead vegetation and noxious weeds, replacing dead vegetation with vegetation of the same or substantially the same indigenous species, pest and disease control and rubbish removal, all to Council's satisfaction.
- 1.18 **"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 Land or any part of it.
- 1.19 **"Northern Fence"** means the fence to be erected along the north boundary of the Northern Plantation Land as provided in clause 9 and detailed in Schedule 2.
- 1.20 **"Northern Plantation Land"** means the ten (10) metre wide strip of land on the northern boundary of Lots abutting the northern boundary of the land, as identified generally on the Development Plan.
- 1.21 **"Old Agreement"** means the agreement made under section 173 of the Act between the Council and the Owners and the Developer dated 5 August 2005 and which is registered on the title to the Land in Instrument AE095284R.

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- 1.22 **“Owner”** means the owner or owners from time to time, of the Land or parts of the Land.
- 1.23 **“Per Lot Contribution”** means the per Lot contribution to be paid as provided in clause 4.
- 1.24 **“Permanent 173 Agreement”** means the agreements contemplated in clause 9.5 of this Agreement.
- 1.25 **“Plan of Subdivision”** means any Plan of Subdivision registered during the Development, which will include any staged Plan of Subdivision and may, or may not equate to a Stage of the Development.
- 1.26 **“Practical Completion”** means the date that Council determines that the landscape works required in this Agreement are completed, which will be notified in writing to the Owners and the Developer by letter sent to the Owners and the Developer within:
 - 1.26.1 seven (7) days of Council’s inspection of the landscape works; or
 - 1.26.2 if rectification works are required, within seven (7) days of any further inspection by Council that results in Council’s satisfaction, expressed in writing, with the landscape works.
- 1.27 **“Reserves”** means the area generally as contemplated on the Development Plan to be set aside and transferred to the Council, as the Development progresses, for the purposes of public open space and other purposes, and includes:
 - 1.27.1 the Developed Recreation Areas;
 - 1.27.2 the Community Centre Site;
 - 1.27.3 the Landscaped Open Space;
 - 1.27.4 the Retarding Basins; and
 - 1.27.5 the Erosion Areas,

provided that, for the avoidance of doubt, this expressly excludes the Road Reserves and Northern Plantation Land.
- 1.28 **“Retarding Basins”** means the areas identified provisionally and initially on the Development Plan as retarding basins.
- 1.29 **“Road Reserve”** means the area identified as such on the Development Plan totalling approximately 28.51 hectares.
- 1.30 **“Scheme”** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.31 **“Social Infrastructure Contribution”** has the same meaning as defined in the Old Agreement
- 1.32 **“Southern Fence”** means the fence to be potentially erected along the south boundary of the Northern Plantation Land as provided in clause 9.
- 1.33 **“Stage”** means a stage of the Development from Stage 1 to Stage 17 as shown on the Development Plan.



1.34 **“Tax Invoice”** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

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

3 TERMINATION

3.1 Old Agreement – Termination and Cancellation

The Old Agreement is terminated upon Commencement of this Agreement and as soon as practicable the Council must, at the cost and request of the Owners, apply to the Registrar of Titles to cancel the recording of the Old Agreement on the Register as to the Land and any other land.

3.2 Termination

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

3.3 Cancellation

As soon as reasonably practicable after this Agreement has ended or when the obligation in relation to any part of the Land has been satisfied, the Council must, at the request and at the cost of the Owners, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the Land or part of the Land as the case may be.

4 PER LOT CONTRIBUTION

4.1 Liability for Per Lot Contribution

The Owners and the Developer must pay to the Council the Per Lot Contribution for social and infrastructure purposes, over the course of the Development.

4.2 Previous Contributions

The parties acknowledge that all Social Infrastructure Contributions under the Old Agreement due in respect of Stage 1 have been paid and obligations under this Agreement (with a different per Lot amount), will commence with the payment required for Stage 2.

4.3 Payment Timing

Payment of the relevant Per Lot Contribution must occur prior to and as a precondition of, the issue Statement of Compliance for the particular stage of any Plan of Subdivision.

4.4 Per Lot Contribution

The Per Lot Contribution is:

4.4.1 \$1,300.00 per Lot if paid before 30 June 2010; and



- 4.4.2 will increase each year by the Consumer Price Index as contemplated in clause 14.3;
- 4.4.3 calculated excluding any GST component that is payable, or may become payable.

5 ROAD RESERVE, FOOTPATHS & NATURE STRIP

5.1 Transfer of Road Reserves

- 5.1.1 All Road Reserves must be specified as road reserves on any relevant Plan of Subdivision and must vest in Council, at no cost to Council, upon registration of the Plan of Subdivision.
- 5.1.2 If the location of the roads comprising the Road Reserves are to be modified, any modification must be to Council's satisfaction.

5.2 Works to Road Reserve

- 5.2.1 The Owners and the Developer will procure the carrying out of any and all road works associated with the Development in the Road Reserves including the construction of all internal roads within the yet to be subdivided areas.
- 5.2.2 All costs associated with clause 5.2.1 are to be borne by the Owners and the Developer.

5.3 Works to footpaths and nature strip

- 5.3.1 The Owners and the Developer must construct footpaths and nature strip works (including planting) on the Land.
- 5.3.2 The works in clause 5.3.1 must be in accordance with any appropriate engineering and other plans approved by Council prior to the commencement of any such works and modified to Council's satisfaction.
- 5.3.3 The works in clause 5.3.1 must be completed prior to the issue of a Statement of Compliance for the Plan of Subdivision for the Stage in which the works are located.

6 RESERVES

6.1 Transfer of Reserves

- 6.1.1 All Reserves must be specified as reserves on any relevant Plan of Subdivision and must vest in Council, at no cost to Council, upon registration of the relevant Plan of Subdivision.
- 6.1.2 If the size and location of any Reserve is to be modified, any modification must be to Council's satisfaction.

6.2 Works to Reserves

- 6.2.1 Individual landscape plans must be submitted for approval for each and all Reserves proposed within 30 days of approval by Council of the plans and specifications for engineering works required for the Plan of Subdivision that creates the relevant Reserve, such individual



landscape plan must comply with the principals set out in the approved Landscape Plan and include details of all construction, planting and other aspects.

6.2.2 In respect of the individual landscape plans submitted in accordance with clause 6.2.1, Council shall, within 30 days of receipt, either:

- (a) approve any individual landscape plan submitted; or
- (b) provide advice as to the amendments required by Council and that the individual landscape plan is to be resubmitted for approval.

6.2.3 The Owners and the Developer must procure, at their own cost:

- (a) the carrying out of all landscaping works in accordance with any relevant approved individual landscape plan and the Landscape Plan and otherwise to the satisfaction of the Council;
- (b) the installation of any recreational furniture, play equipment or apparatus or any other recreational equipment, where all such furniture, equipment and apparatus shall meet Council's health and safety and other requirements and shall be to Council's satisfaction.

6.3 Maintenance of Reserves

6.3.1 The Owners and the Developer must, at their own cost, Maintain landscaping in accordance with the individual landscape plans referred to in clause 6.2.1 for a period of not less than 12 months from the date of Practical Completion of the landscape works depicted on each individual landscape plan.

6.3.2 Prior to the handing over to Council of the responsibility for the maintenance of the Reserves, the Owners and the Developer will procure the:

- (a) provision of "as constructed" plans of the landscaping works to Council;
- (b) establishment of a maintenance regime, to an agreed level with Council in accordance with the individual landscape plans and the Landscape Plan;
- (c) advising of Council of any proposed hand over date;
- (d) inviting of Council to carry out an inspection of the landscaping jointly with a representative of the Owners and/or the Developer; and
- (e) rectification of any defects reasonably identified by Council in the joint inspection of the landscaping,

and upon the Owners and the Developer satisfying the requirements for this clause, Council will provide appropriate written advice for the acceptance of the relevant works to the Owners and the Developer.



In satisfaction of the requirements of the Development Plan, the Owners and Developer must provide to the Council a site for a community centre ("the Community Centre Site") on the following basis:

- 7.1 It may be located within Stage 3 of the Development (or another location to the satisfaction of the Council) rather than delayed until Stage 6, this is considered to be generally in accordance with the Development Plan;
- 7.2 it must vest as a Reserve to the Council] upon the registration of the relevant Plan of subdivision for Stage 3 ;
- 7.3 it must be not less than 1500 square metres in size;
- 7.4 it must be cleared and serviced with reticulated water, sewerage, power and gas services and incorporate a cross over not less than six (6) metres in width connected to a constructed road, all to the satisfaction of Council;
- 7.5 it may be co-located with commercial or community uses within Stage 3 and such uses must locate and construct car parking for those uses which compliments and may be used by, without restriction, the Community Centre Site;

provided however the parties recognise that the Council may modify the requirements of this clause 7 (in writing and with the agreement of the Owners) the details of the Community Centre Site provision.

8 OFF-SITE ROAD WORK CONTRIBUTIONS

The Owners, Developer and Council acknowledge that a separate agreement pursuant to Section 173 of the Act ("the VicRoads Agreement") has or must be entered into by the Owners, Developer, the Council and the Roads Corporation in respect of:

- 8.1 road works at the Northern Highway access to the Development; and
- 8.2 contributions to intersection works at the Northern Highway and Darraweit Road

9 LONG TERM COVENANTS

NORTHERN PLANTATION LAND

9.1 Northern Plantation Land - Formation

Prior to the issue of a Statement of Compliance for the first Plan of Subdivision affecting Stage 3, the Owners and the Developer must, at their own cost, fence the Northern Plantation Land with the Northern Fence and plant the Northern Plantation Land within indigenous plant species in accordance with the Landscape Plan.

9.2 Southern Fence Requirement

9.2.1 The Southern Fence must be erected to protect the plantation in the Northern Plantation Land at any time upon the direction of Council if the landscaping within the Northern Plantation Land is at risk or likely, to the Council's reasonable satisfaction, be at risk or likely to be at risk;

9.2.2 Council may consent to either not enforcing the construction of the Southern Fence or consenting to the removal of the Southern Fence, if the Council is satisfied that the Northern Fence and the plantation in

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the Northern Plantation Land combined provide a sufficient barrier between the adjoining land to the north of the Northern Plantation Land and the Development, and that this barrier is adequate to prevent dogs disturbing stock on the adjoining land to the north.

9.2.3 Council will review any requirement in clause 9.2.1 for the Southern Fence when a Statement of Compliance is issued for the first stage of a Plan of Subdivision creating lots at this location.

9.3 Fence Construction Requirements

The construction requirements for the Northern Fence and Southern Fence are set out in Schedule 2.

9.4 Maintenance

The Developer shall Maintain the Northern Plantation Land to the Council's satisfaction until the issue of a Statement of Compliance for the final Plan of Subdivision for the Development. Thereafter, the Owners of the relevant Affected Lots must maintain the Northern Plantation Land.

9.5 Lot Characteristics

Any Plan of Subdivision must contain requirements regarding the following, to Council's satisfaction:

- 9.5.1 single storey and building covenants in respect of those Lots in respect of which the Council considers it, acting reasonably, appropriate;
- 9.5.2 building envelopes in respect of any lots for which Council considers it appropriate, in order to show that the lots will be used in accordance with the performance capabilities of the lots;
- 9.5.3 an appropriate higher density lot layout for the lots abutting Reserves and Road Reserves.

9.6 Affected Lots

The Lots which are either or both:

- 9.6.1 contained within Stages 5, 8 and 14 and will border the northern boundary of the Development;
- 9.6.2 subject to building constraints contemplated in clause 9.5;

are defined as the Affected Lots and prior to registration of any Plan of Subdivision containing an Affected Lot, a Permanent 173 Agreement must be entered into securing in perpetuity the constraints applicable in respect of the Affected Lot.

10 OLD SYDNEY ROAD

Prior to the issue of a Statement of Compliance for any stage of a Plan of Subdivision abutting Old Sydney Road, a payment is to be made to the Council by the Owners to reflect the cost of a two (2) way service road along the eastern boundary of the Development necessary to provide access from that service road to all Lots east of Sydney Road. In respect of this amount:





- 10.1 the amount payable as at 30 June 2010 is \$244,880.00; and
- 10.2 the amount payable will increase each financial year (dependent on the year it is paid) by Consumer Price Index as provided in clause 14.3.

11 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER

11.1 Acknowledgment of Permit Requirements

The Owners and the Developer acknowledge and agree that, while this Agreement in its broad terms specifies the total extent of any development contribution for which the Owners and the Developer are liable in the development the Land, it is recognised that individual permits for the staged subdivision of the Land will include all normal requirements relating to such subdivision, imposed by any referral agency or authority or otherwise normally required by the Council, relating to such matters as drainage, lighting, footpaths, subdivisional layout, building and siting controls and other related matters.

11.2 Successors in title

Subject to clause 11.11, until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act (if it is recorded at all), the Owners must ensure that the Owners' successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owners, being party to this Agreement, remain liable to perform all of the Owners' obligations contained in this Agreement.

11.3 Further Assurance

The Owners and the Developer must do all things necessary (including signing any further agreement, acknowledgment or document) to enable Council to record this agreement on the folio of the Register that relates to the Land, if Council elects to do so.

11.4 Payment of Council's costs

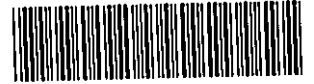
The Owners and the Developer agree to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor/client basis) of and incidental to the preparation, execution, registration and enforcement of this Agreement.

11.5 Mortgagee to be Bound

The Owners covenant to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

11.6 Indemnity

The Owners and the Developer covenant to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to any non-compliance with this Agreement by the Developer or the Owners.



11.7 Non-compliance

If the Owners and the Developer have not complied with this Agreement within 14 days after the date of service on the Owners and the Developer by the Council of a notice that specifies the Owners' and the Developer's failure to comply with any provision of this Agreement, the Owners and the Developer covenant:

- 11.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 11.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owners' and the Developer's non-compliance;
- 11.7.3 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 11.7.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owners' and the Developer's obligations under this Agreement,

and the Owners and the Developer agree:

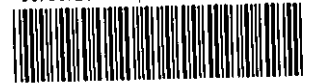
- 11.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owners' and the Developer's non-compliance with this Agreement;
- 11.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 11.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 11.7.8 if the Owners and the Developer execute a mortgage as required by clause 11.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

11.8 Standard of Works

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

11.9 Council Access

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



11.10 Covenants run with the Land

Subject to clause 11.11, the Owners' and the Developer's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owners and the Developer and any successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

11.11 Individual Lot liability and release of this Agreement

11.11.1 The Council acknowledges that the majority of obligations in this Agreement shall be with the Developer and the current Owners as participants in the Development, or some subsequent Developer of the Land (if any), with the intention being that only the obligations described in clause 9 are intended to encumber purchasers of Affected Lots.

11.11.2 This Agreement will cease to apply to particular individual lots upon Council's issue of a statement of compliance for the relevant Stage in which that lot is located, with the exception of the Affected Lots.

11.11.3 This Agreement may be ended with regard to particular Affected Lots upon the recording pursuant to section 181 of the Act of a Permanent 173 Agreement which applies to those Affected Lots and which includes any ongoing obligations contemplated by this Agreement in respect of those lots in clause 9, to the satisfaction of the Council.

11.12 Owners' warranty

The Owners warrant and covenant that:

11.12.1 the Owners are the registered proprietors of the Land and are also the beneficial owners of the Land;

11.12.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

11.12.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

11.12.4 the Owners will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

11.13 Step In Developer

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

11.13.1 acknowledgement by the Owners, via this sub-clause that no further development can occur without compliance with this clause 11.13;

11.13.2 the Council's prior written consent, which shall not be unreasonably withheld, and

11.13.3 on the basis of such replacement, the Developer agreeing to execute an agreement with the Council and the Owners on similar terms to this Agreement.

11.14 Development Plan

It is acknowledged by the parties that the Development Plan (as approved by Council from time to time) should be referred to and relied upon as the key plan to refer to for interpretation of this Agreement.

11.15 Order of Development

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

12 SECURING COMPLIANCE WITH AGREEMENT

12.1 Registration of Agreement

The Council may, in its discretion, register this Agreement under section 181 of the Act over the Land, provided that Council may accept an alternative arrangement to registration over all of the Land as security for the compliance with the Agreement by the Owners and the Developer as follows:

12.1.1 registration of the Agreement over a separate title created out of the Land, such as a super lot, of a size, location and value, to the satisfaction of the Council;

12.1.2 the provision of a guarantee, as otherwise provided in this clause 12.1, either, entirely, or in partial, substitution for registration of the Agreement, generally to the satisfaction of the Council.

12.2 Owners to guarantee

Where permitted by Council for the partial or complete securing of compliance with any part or all of this Agreement, the Owners provide a guarantee the Owners and the Developer shall lodge with the Council a bank guarantee or other suitable security ("**guarantee**") to the satisfaction of the Chief Executive Officer of the Council in the amount specified by the Council.

12.3 Guarantee to be security

The guarantee is security for the due, prompt and proper observance and performance by the Owners and the Developer of their obligations and liabilities under this Agreement.

12.4 Return on satisfaction of obligations

The Council will return the guarantee to the Owners and the Developer when all of the Owners' and the Developer's obligations and liabilities to which the guarantee relates have been completely satisfied or, if the Owners and the Developer fail to satisfy all of those obligations and liabilities, the Council may make such deductions from the guarantee as the Council considers to be



necessary in order to fulfil the Owners' and the Developer's obligations and liabilities under this Agreement.

12.5 Guarantee Release

The Council may release any guarantee in stages as the Owners' and the Developer's obligations are reduced, as the necessary works pursuant to this Agreement are progressively completed.

13 GOODS AND SERVICES TAX

13.1 Definitions and Expressions

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

13.2 Amounts payable do not include GST

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

13.3 Liability to pay any GST

Subject to clause 13.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

13.4 Tax Invoice

A party's right to payment under clause 13.3 is subject to a Tax Invoice being delivered to the Recipient.

14 GENERAL

14.1 No Fettering of Council's powers

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

14.2 Time of the essence

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

14.3 Calculating Contributions

In any case where a dollar value is expressed in this Agreement, that value shall apply until 30 June 2010, thereafter the relevant amount shall be increased,



annually on 1 July of that year and each subsequent year by the Consumer Price Index (Australia All Indexes) or like indicator.

14.4 Governing law and jurisdiction

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

15 NOTICES

15.1 Service of notice

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

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

15.2 Time of service

A notice or other communication is deemed served:

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



16 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 16.1 the singular includes the plural and vice versa;
- 16.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 16.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 16.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

- 16.5 words importing one gender include other genders;
- 16.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 16.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 16.7.1 two or more parties; or
 - 16.7.2 a party comprised of two or more persons,
 is made or given and binds those parties or persons jointly and severally;
- 16.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 16.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 16.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 16.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 16.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 16.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 16.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED AS A DEED

THE COMMON SEAL of MITCHELL SHIRE COUNCIL was hereunto affixed this 20TH day of APRIL 2011 in the presence of:

Signature: [Signature]

Name: Rob McVernon
Acting Chief Executive Officer/Authorised Officer

Signature: [Signature]
Name: **CR G COPPEL**

Name: [Signature]
Councillor

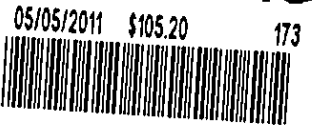
Signature: [Signature]
Name: [Signature]

Name: **CR D CALLAGHAN**
Councillor



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05/05/2011 \$105.20 173
[Barcode]

AH931401G



EXECUTED by PRETTY SALLY HOLDINGS)
PTY LTD in accordance with section 127(1))
of the Corporations Act 2001 by being signed)
by authorised persons:)

Director [Signature]

Full Name Simon Yu

Usual Address 20 Sydney St Kilmore
3764

[Signature]

*Director/company secretary
*Delete whichever is inapplicable

Full Name KAM LEONG

Usual Address 23, HOLLY CT., GOWANBRAE 3043

EXECUTED by ZANFAM PTY LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 by being signed by)
authorised persons:)

Director [Signature]

Full Name WITNESS
SOPHIA TEAK

Usual Address 20 SYDNEY ST KILMORE

[Signature] Power of
*Director/company secretary ATTORNEY
*Delete whichever is inapplicable

Full Name Simon Yu

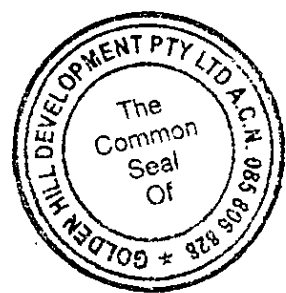
Usual Address 20 Sydney St Kilmore
3764

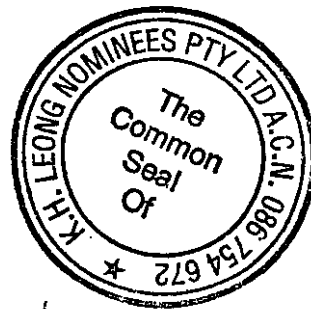
THE COMMON SEAL of GOLDEN HILL)
DEVELOPMENT PTY LTD was affixed in)
accordance with section 127(2) of the)
Corporations Act 2001 in the presence of the)
authorised person:)

Sole director and sole company secretary [Signature]

Full name Simon Yu

Usual address 20 Sydney St Kilmore
3764





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

[Signature]
Director

Simon Yu
Full name

20 Sydney St Kilmore 3764
Usual address

[Signature]
*Director/company secretary
*Delete whichever is inapplicable

KAM LEONG
Full name

23, HOLY CT. GUNAWBRAG 3043
Usual address

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

[Signature]
Witness

S. C. Yu.

AH931401G



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

[Signature]
Witness

[Signature]
Power of attorney
Simon Yu
20 Sydney St Kilmore 3764

EXECUTED by TRC (AUST) PTY LTD in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons:

[Signature]

WITNESS
Director
SOPHIA ZHON
Full Name

20 SYDNEY ST KILMORE
Usual Address

[Signature] Power of Attorney
*Director/company secretary
*Delete whichever is inapplicable
Simon Yu
Full Name

20 Sydney St Kilmore 3764
Usual Address

SCHEDULE 1
(Plan)

AH931401G

05/05/2011 \$105.20

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05/05/2011 \$105.20 173



SCHEDULE 2
(Fencing Specifications - Northern Fence and Southern Fence)

AH931401G



**FENCING SPECIFICATION
NORTHERN PLANTATION**

NORTH FENCE

- Fence height:** 1.5 metres
- Intermediate posts:** 400 mm dia Galvanised pipe x 2.1 metres long @ 4 metre spacing
- Strainer and corner posts:** 50 mm dia Galvanised Pipe x 2.25 metres long at all changes of direction complete with bracing struts from 42.4 mm dia, galvanised pipe
- Footings:**
 - Intermediate posts 250mm dia x 600 mm deep
 - Corner posts 250mm dia x 750 mm deep
 - Bracing struts 250mm dia x 600 mm long

All footing to be backfilled with concrete left 500 mm proud of ground surface and shaped to drain.
- Caps:** All posts to be fitted with waterproof caps
- Mesh:** Chain wire from 3.15mm heavily galvanized dia wire with 50 mm mesh size. Top and bottom of mesh to be knuckled selvedge
- Wires:** Three support cables one at the top, one in the centre and one at the bottom shall be provided. Each support cable shall consist of two strands of 3.15 dia wire, tie and lacing wire to be 2.00 mm dia wire

SOUTH FENCE

- Fence height:** 1.17 metres
- Posts:** 100 mm dia. treated pine 1.7 metres long @ 15 metre centres
- Droppers:** Steel star posts x 1.65 metres long @ 5 metre centres
- Top wire:** 1.57 mm dia high tensile barbed
- Bottom wire:** 2.5 mm dia high tensile plain
- Mesh:** 8/90/15 Waratah hinge joint or equivalent
- Corner Assemblies:** 150 mm dia Pine posts x 2m long with 100 dia treated pine stays



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Connected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

Form 18

Lodged by:

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

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

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

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

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

Mitchell Shire Council of 113 High Street, Broadford, 3658

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the Authority:

Name of Officer:

DAVID BLORE, ACTING GENERAL MANAGER
PLANNING & ENVIRONMENT

Date:

25 MARCH 2011

RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

AH865185B

29/03/2011 \$105.20 173



MITCHELL SHIRE COUNCIL

and

PRETTY SALLY HOLDINGS PTY LTD

ZANFAM PTY LTD

GOLDEN HILL DEVELOPMENT PTY LTD

K. H. LEONG NOMINEES PTY LTD

SWE CHIN YU

BUEY BUEY NGIAM

TRC (AUST) PTY LTD

and

ROADS CORPORATION

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

**SPRINGRIDGE ESTATE – VICROADS
AGREEMENT**

LEVEL 12
469 LA TROBE STREET
MELBOURNE VIC 3000

PO BOX 5146AA
MELBOURNE VIC 3001
DX 494 MELBOURNE

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

www.rk.com.au

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AH865185B



THIS AGREEMENT is made on *27th January 2011*

2010

PARTIES

- 1 **Mitchell Shire Council**
of 113 High Street, Broadford, Victoria 3658
("Council")

- 2 **Zanfam Pty Ltd**
ACN 005 638 746
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

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

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

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

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

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

("Owners")

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

("Developer")

- 4 **Roads Corporation**
of 80 Denmark Street, Kew, 3101

("VicRoads")

RECITALS / BACKGROUND

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



- detail the requirements of VicRoads;
- define the requirements of VicRoads in respect of the Development both current and future;
- set out the basis for securing compliance with the VicRoads' requirements.

F As at the date of this Agreement, the Land is encumbered by Mortgage No. AD968369B in favour of the Mortgagee. The Mortgagee has consented to the Owners entering into this Agreement with respect to the Land.

G This Agreement is made under Division 2 of Part 9 of the Act and as a Deed of Agreement at common law.

THE PARTIES AGREE THAT:

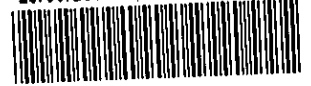
1 DEFINITIONS

In this Agreement:

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

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3

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

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

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

2 COMMENCEMENT

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



3 TERMINATION OF AGREEMENT

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

4 OWNERS' AND DEVELOPER'S COVENANTS

4.1 Intersection Works – Northern Highway and Darraweit Road

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

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

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

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

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

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4.3 Traffic Signals

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

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

4.4 Individual Lot Liability and release of this Agreement

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

5 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER

5.1 Payment of Council's and VicRoads' costs

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

5.2 Indemnity

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

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5.3 Standard of Works

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

5.4 Council and VicRoads Access

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

5.5 Owners' warranty

The Owners warrant and covenant that:

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

5.6 Step In Developer

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

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

5.7 Order of Development

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

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6 GOODS AND SERVICES TAX

6.1 Definitions and Expressions

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

6.2 Amounts payable do not include GST

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

6.3 Liability to pay any GST

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

6.4 Tax Invoice

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

7 GENERAL

7.1 No Fettering of Council's or VicRoads' powers

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

7.2 Time of the essence

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

7.3 Governing law and jurisdiction

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

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8 NOTICES

8.1 Service of notice

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

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

8.2 Time of service

A notice or other communication is deemed served:

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

9 INTERPRETATION

In this Agreement, unless the contrary intention appears:

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

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9.7.2 a party comprised of two or more persons,

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

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

EXECUTED as a deed.

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

COUNCILLOR

[Signature]

COUNCILLOR

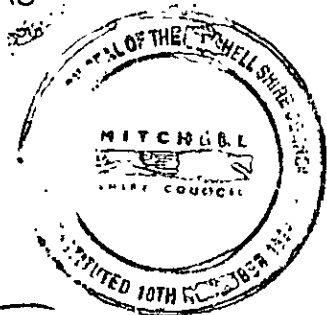
[Signature]

CHIEF EXECUTIVE OFFICER

[Signature]

DATE

27/1/11



10

AH865185B



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

X 12/11/11 Director

X 12/11/11 Full name Simon Yu

X 12/11/11 Usual address 20 Sydney ST KILMORE VIC 3764

X 12/11/11 *Director/secretary (Delete whichever is inapplicable)

X 12/11/11 Full name KAM LEONG

X 12/11/11 Usual address 23 HOLLY CT., GOWANBRAE, VIC 3043

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

X 12/11/11 Director

X 12/11/11 Full name Simon Yu

X 12/11/11 Usual address 20 Sydney ST KILMORE VIC 3764

X 12/11/11 *Director/company secretary (Delete whichever is inapplicable) Power of Attorney Dated 20/7/2009

X 12/11/11 Full name

Usual address

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



X 12/11/11 Director

X 12/11/11 Full name Simon Yu

X 12/11/11 Usual address 20 Sydney ST KILMORE VIC 3764

X 12/11/11 *Director/company secretary (Delete whichever is inapplicable)

X 12/11/11 Full name

Usual address

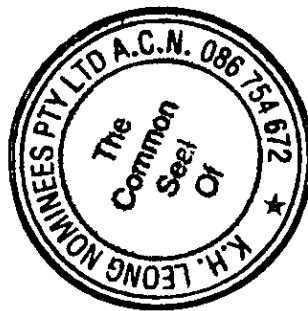
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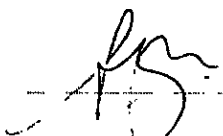
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THE COMMON SEAL of K.H. LEONG NOMINEES PTY LTD was affixed in the presence of authorised persons:



Director 

Full name Simon Yu

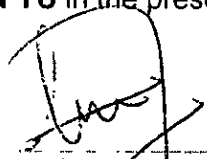
Usual address 20 Sydney ST Kilmore VIC 3764

*Director/company secretary
*Delete whichever is inapplicable

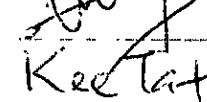
Full name

Usual address

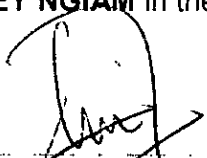
SIGNED SEALED AND DELIVERED by SWE CHIN YU in the presence of:





SWE CHIN YU

Witness 
Kee Tat Lim

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




Simon Yu

Witness 
Kee Tat Lim

Power of ATTORNEY dated 12/12/2005

AH865185B



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

X 192 Director [Signature] X* Full name Simon Yu

X 192 Usual address 20 Sydney ST KILMORE VIC 3764

X 192 *Director/secretary *Delete whichever is inapplicable Full name Power of Attorney Dated 11/8/2009

X 192 Usual address

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

[Signature]
Signature of authorised officer

[Signature]
Signature of authorised officer

Steve Brown
Executive Director - Regional Services
Name of authorised officer

KATHERINE NAVARRO
SENIOR LAWYER
Name of authorised officer

MORTGAGEE'S CONSENT

National Australia Bank Ltd as Mortgagee of registered mortgage No. AD968369B consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by National Australia Bank Limited by its Attorney [Signature] Signature of Attorney
who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page 025 Item number 35) in the presence of
[Signature] Signature of Witness
Heath Nelson Grant Name of Witness (please print)



Imaged Document Cover Sheet

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

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| Document Identification | AG432820B |
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Statement of Compensation Paid
Section 110(2) Planning and Environment Act 1989

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

Lodged at the Office of Titles by:

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

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

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

Applicant: Roads Corporation of 80 Denmark Street Kew Victoria 3101

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

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

Amount paid: \$2,800,000

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

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

Signature for Applicant:

Name of Officer: Alan Bull

Date: 19 March 2009

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Complete Home Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 619665

NO PROPOSALS. As at the 31th May 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®.

17 ROSE AVENUE, WALLAN 3756
SHIRE OF MITCHELL

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: 31th May 2024

Telephone enquiries regarding content of certificate: 13 11 71

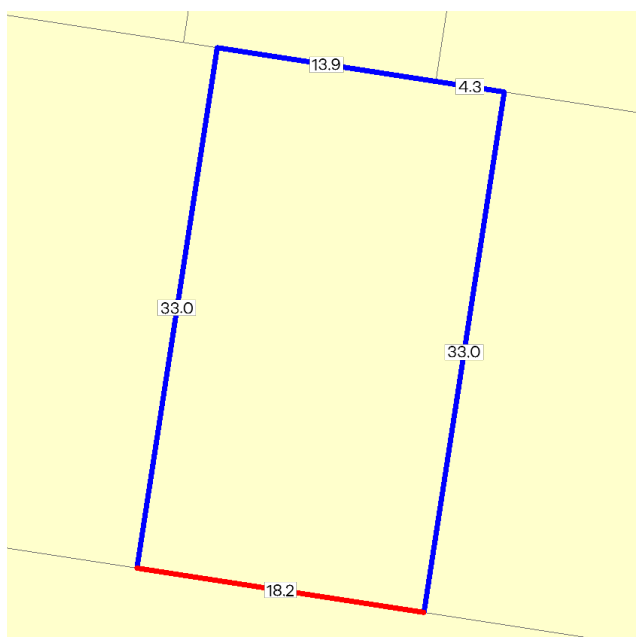
PROPERTY DETAILS

Address: **17 ROSE AVENUE WALLAN 3756**
Lot and Plan Number: **Lot 723 PS804185**
Standard Parcel Identifier (SPI): **723\PS804185**
Local Government Area (Council): **MITCHELL**
Council Property Number: **124828**
Directory Reference: **Melway 647 J1**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 600 sq. m

Perimeter: 102 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

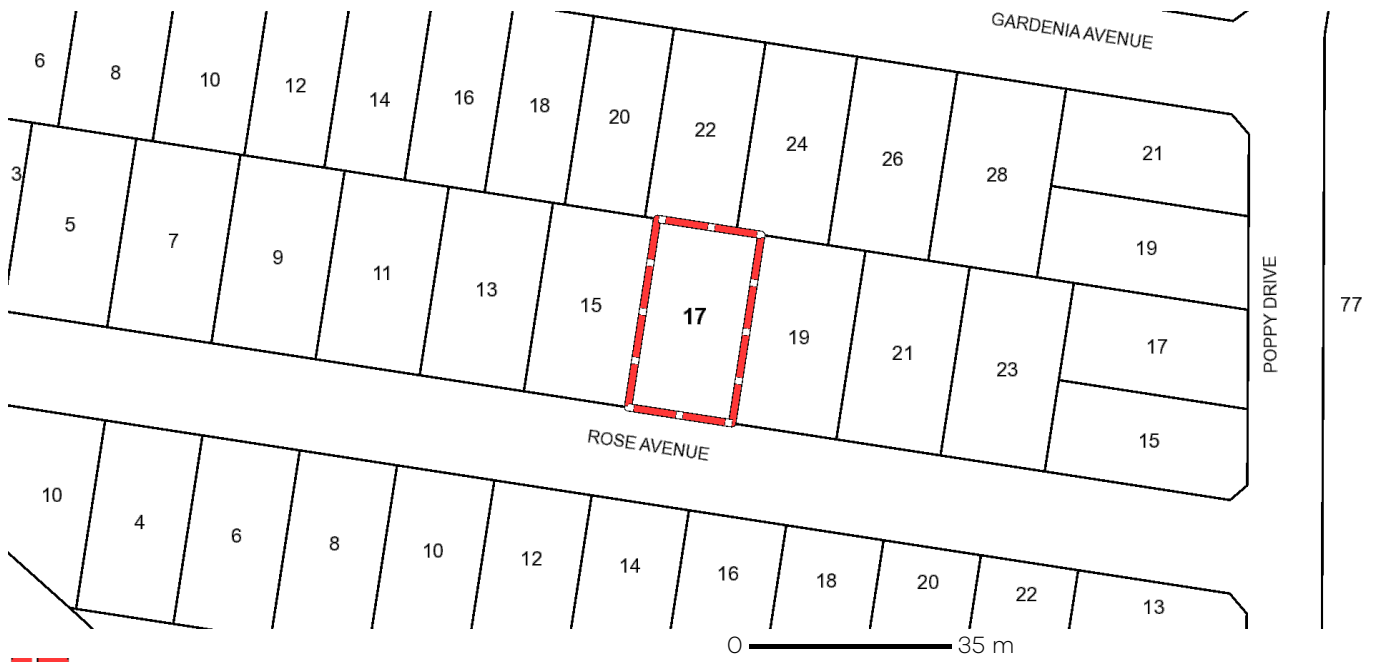
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 31 May 2024 11:33 AM

PROPERTY DETAILS

Address: **17 ROSE AVENUE WALLAN 3756**
Lot and Plan Number: **Lot 723 PS804185**
Standard Parcel Identifier (SPI): **723\PS804185**
Local Government Area (Council): **MITCHELL**
Council Property Number: **124828**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 647 J1**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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

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

Planning Overlay

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

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



 **DPO - Development Plan Overlay**

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

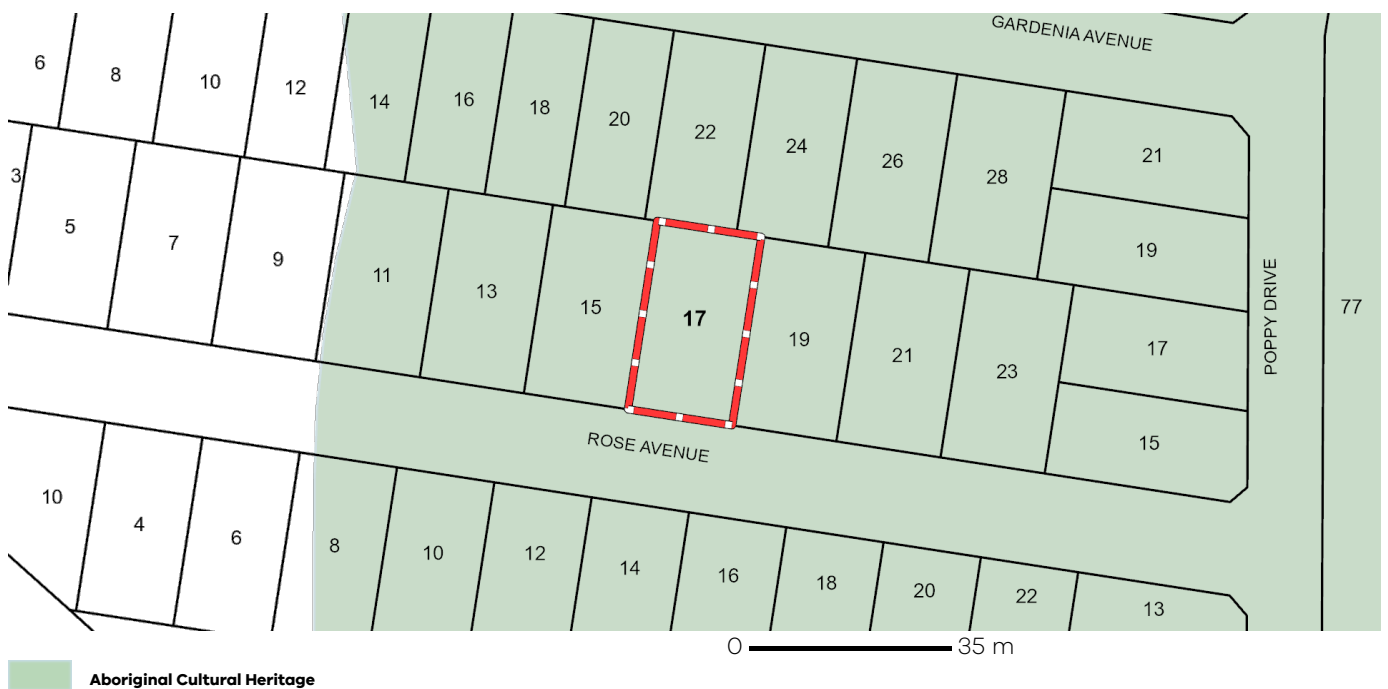
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 29 May 2024.

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

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

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

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

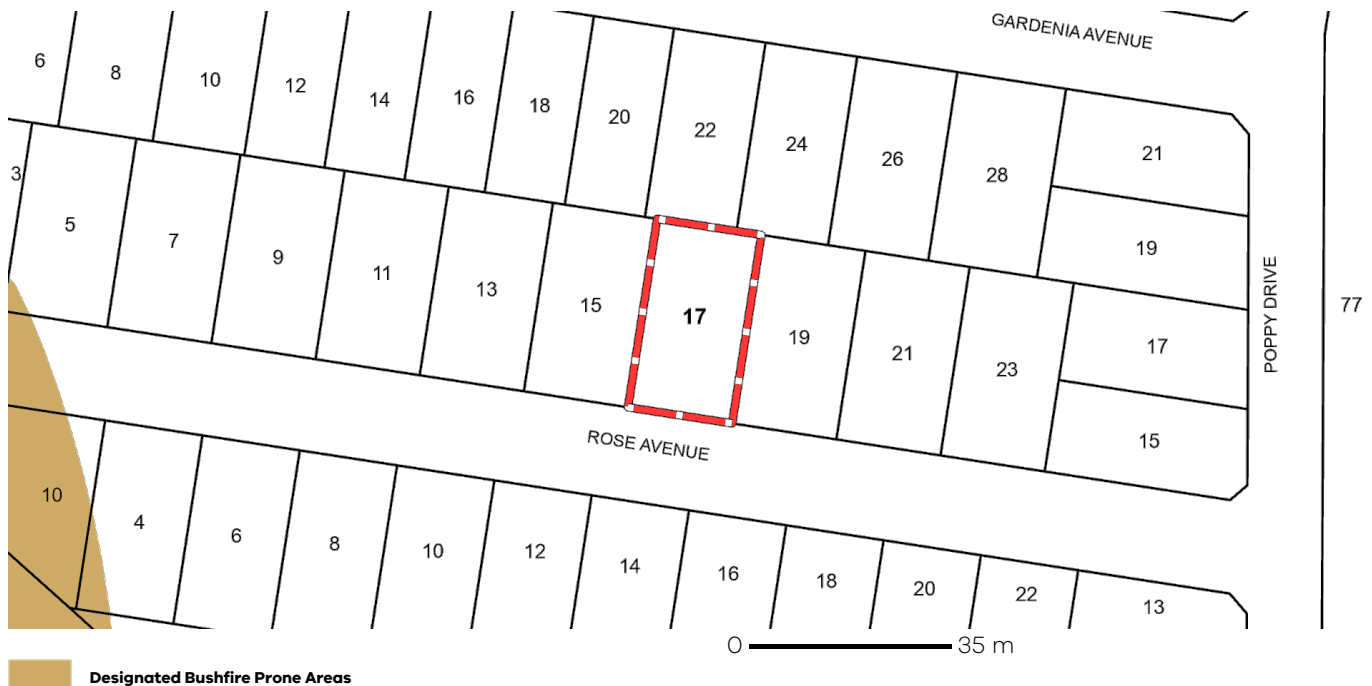
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



3 June 2024

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

17 ROSE AVENUE WALLAN VIC 3756

I refer to your letter regarding the above property and reply to your queries as follows:-

1. The below Building Permits have been issued in the last 10 years.

| Permit No | Issue Date | Description | Cert. Number | Cert. Date |
|---------------|------------|---|-----------------------------|------------|
| 1245567221710 | 22/07/2019 | Construction of a single storey dwelling and garage | Occupancy No: 1245567221710 | 17/04/2020 |

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter, please contact me.

Yours faithfully

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR



Instalment Notice

1 July 2023 to 30 June 2024



L A Caldwell & L D Caldwell
 17 Rose Avenue
 WALLAN VIC 3756

025
 R0_154160

Property 17 Rose Avenue WALLAN VIC 3756
 Lot 723 PS 804185 Vol 12087 Fol 974

Instalment Notice

Capital Improved Value (CIV) \$ 656,000

Your current rates and charges balance as at 23 October 2023 is \$ 1,775.50
 (which includes payments not yet due).

| | |
|---------------------------|------------------|
| <u>2nd Instalment Due</u> | <u>\$ 437.50</u> |
| Total Due | \$ 437.50 |

Payments received after 20 October 2023 have not been deducted from the amount due on this notice.

Issue Date
 23 October 2023

Next Instalment Date
 30 November 2023

Property Number
 124828

Overdue Pay Now
\$ 0.00

Instalment 1
Due 30/09/2023

Instalment 2
Due 30/11/2023
 \$ 437.50

Instalment 3
Due 28/02/2024
 \$ 669.00

Instalment 4
Due 31/05/2024
 \$ 669.00

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

Total Amount Payable **\$ 437.50**

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

Receive your rates notices via email
 Register now at mitchellshire.enotices.com.au
 with eNotices reference number **CE700F1E7Z**

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

BPAY Biller Code: 93807
 Ref: 1248285

BPOINT Biller Code: 93807
 Ref#: 1248285
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT

Post Billpay Billpay Code: 9190
 Ref: 1248 2822

BPAY VIEW View and pay this bill using internet banking
 BPayView Registration No.: 1248285

To pay this bill - visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.



*71 190 124828 22

Your quarterly bill

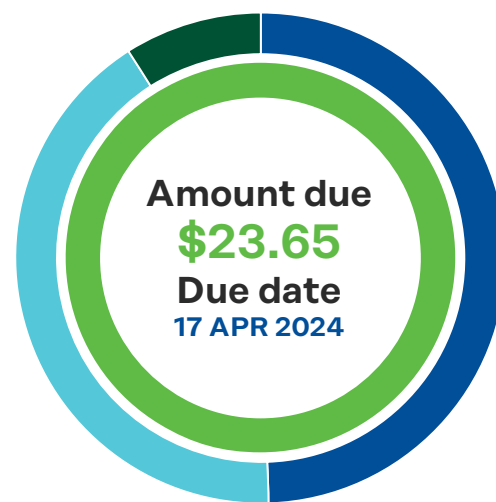


MR L & MRS L CALDWELL
17 ROSE AVE
WALLAN VIC 3756

| | |
|---|-----------------------|
| Enquiries | 1300 304 688 |
| Faults (24/7) | 13 27 62 |
| Account number | 36 8209 5952 |
| Invoice number | 3688 3048 75938 |
| Issue date | 27 Mar 2024 |
| Property address | 17 ROSE AVE WALLAN |
| Property reference | 5213989, LOT 723 |
| Tax Invoice Yarra Valley Water ABN 93 066 902 501 | |

Summary

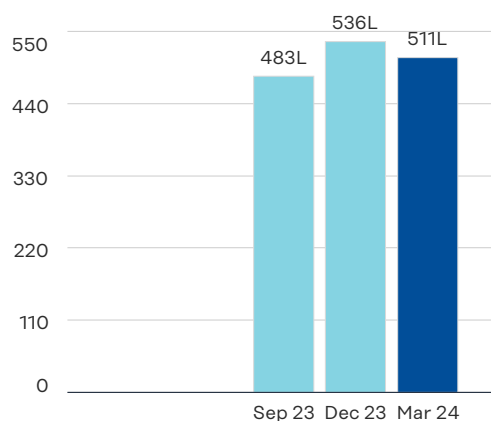
| | |
|---|--------------------|
| Previous bill | \$0.72 CR |
| Payment received thank you | -\$300.00 |
| Balance carried forward | \$300.72 CR |
| This bill | |
| Usage charges | \$160.49 |
| Service charges | |
| Water supply system | \$20.04 |
| Sewerage system | \$114.46 |
| Other authority charges | |
| Waterways and drainage | \$29.38 |
| Total this bill (GST does not apply) | \$324.37 |
| Total balance | \$23.65 |



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

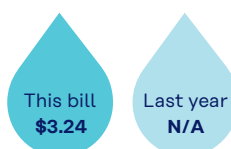
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

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



How to pay



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



Centrelink
Arrange regular deductions from your Centrelink payments. Visit yvwm.com.au/paying CRN reference: **555 054 118T**



EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **368211913**



Credit card
Online: yvwm.com.au/paying
Phone: **1300 362 332**



Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Bill code: **3042**
Ref: **3688 3048 75938**



BPAY®
Bill code: **344366**
Ref: **368 2095 9529**



*3042 368830487593 8

MR L & MRS L CALDWELL

| | |
|-----------------------|--------------------|
| Account number | 36 8209 5952 |
| Invoice number | 3688 3048 75938 |
| Total due | \$23.65 |
| Due date | 17 Apr 2024 |
| Amount paid | \$ |

Your usage detail

1kL = 1,000 litres

| Meter number | Current reading | Previous reading | Usage |
|---------------------------------|-----------------|------------------|-----------------|
| YATD092234 | 1,130kL - | 1,084kL = | 46kL |
| From 27 Dec 2023 - 26 Mar 2024 | | | (90 days) |
| Water and sewer usage charge | Usage | Price \$/kL | Amount |
| STEP 1 (0-440 litres per day) | 39.600kL x | \$3.3438 = | \$132.41 |
| STEP 2 (441-880 litres per day) | 6.400kL x | \$4.3873 = | \$28.08 |
| Total | 46.000kL | | \$160.49 |
| Total usage charges | | | \$160.49 |

Your charges explained

- **Water and sewer usage charge**
27 December 2023 - 26 March 2024
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 January 2024 - 31 March 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 January 2024 - 31 March 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 January 2024 - 31 March 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

Financial assistance

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

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

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

Next meter reading:

Between 20-27 Jun 2024

Register your concession*

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

🌐 yvw.com.au/concessions

📞 **1300 441 248**

*Health Care, Pension or DVA health card holders

We can help you manage your bills

From flexible payment arrangements to bill extensions and concession discounts, we have a range of options to help you manage your bills.

📞 **1300 441 248**

🌐 yvw.com.au/watercare