

Contract of Sale of Land

Property:

7 Meryla Road, Donnybrook VIC 3064

Shepparton Conveyancing Services

382-384 Wyndham Street

SHEPPARTON VIC 3630

Tel: 03 5891 2301

PO Box 913, Shepparton VIC 3630

Ref: RN:25-01803

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2025

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: Handson Thomas Takudzwa Nhanhanga and Lynett Nhanhanga

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale	5
Special Conditions	8
General Conditions	10

INFORMATION ONLY

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: 0423 241 974 Fax: Ref: Mario Tucci

Vendor

Name: Handson Thomas Takudzwa Nhanhanga and Lynett Nhanhanga
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Shepparton Conveyancing Services
Address: 382-384 Wyndham Street, Shepparton VIC 3630 PO Box 913, Shepparton VIC 3630
Email: conveyancing@sheppartonconveyancingservices.com.au
Tel: 03 5891 2301 Mob: Fax: Ref: 25-01803

Purchaser's estate agent

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

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	12608 Folio 353	2914	PS 828074D

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: 7 Meryla Road, Donnybrook VIC 3064

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

Vacant Land

Payment

Price \$ _____
Deposit \$ _____ On signing hereof
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

INFORMATION ONLY

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 the last page; and*
- *attach additional pages if there is not enough space.*

Special Condition 1 – Counterpart/Execution

- (a) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- (b) This Agreement may be executed by one or more of the parties, executing a counterpart, which may be a facsimile copy or scanned copy of this Agreement, and transmitting that executed counterpart by facsimile or email to the party or parties, which upon either the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Agreement by the sender, shall be taken as conclusive evidence of the execution of the Agreement by that party.
- (c) The parties covenant to be bound by this Agreement being executed in counterparts in accordance with this clause.

Special Condition 2 - Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

Special Condition 3 - Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

Special Condition 4 - Planning

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

Special Condition 5 - Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed to this Contract of Sale.

Special Condition 6 - Foreign Acquisition

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

Special Condition 7 – Swimming Pool and/or Spa

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and/or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special Condition 8 – Goods

The Purchaser acknowledges that they have inspected the goods, fittings and appliances forming part of this Contract and that they are aware of their current condition and any deficiencies.

Special Condition 9 – Solar Panels

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangement with any energy supplier shall cease on settlement.

Special Condition 10 – Resale Deed

- (a) Definitions
 - i. Developer – DF (Woodstock) Developments Pty Ltd (ACN 149 132 472) of 863 High Street, Armadale VIC 3143
 - ii. First Purchaser – the first person or entity to acquire the land upon registration of the Plan of Subdivision, namely the Vendors herein described.
 - iii. New Purchaser – any person or entity to acquire the land subsequent to the First Purchaser of the land.
- (b) The Purchaser acknowledges and agrees they have read and understood the Design Guidelines, and they will comply with the Design Guidelines at all times.
- (c) The Purchaser covenants with the Vendor that it is an essential term of the of the Contract of Sale that this Special Condition 10 and the Design Guidelines are included in any Contract of Sale relating to the future sale or transfer of the Property by the Purchaser.
- (d) The Purchaser further covenants that it must procure a deed executed in a form satisfactory to the Developer, with the Developer as a party to the deed, from any subsequent New Purchaser containing agreement to observe and comply with the covenants in this condition, the Resale Deed, and the Design Guidelines.
- (e) The Purchaser acknowledges and agrees it is a New Purchaser of the land and agrees to enter into a Resale Deed with the Developer. This agreement will be procured by the Vendor at the Vendor's cost and expense.
- (f) The Purchaser further agrees to execute the Resale Deed at least five (5) business days prior to Settlement.

Special Condition 11 – Holiday Period

The due date for settlement stipulated in the Particulars of Sale must not be between 19 December 2025 and 12 January 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, this special condition shall prevail and have the effect of altering the due date for settlement to read 12 January 2026.

General Conditions

INFORMATION ONLY

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 all 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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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* (Vic).

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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

14.6 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.

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

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

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

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

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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 during the hours that the settling ELNO operates in the State of Victoria.

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 with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) 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 these general conditions –

- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

eCOSID: 180014944 (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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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

eCOSID: 180014944 (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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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

eCOSID: 180014944 (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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983 (Vic)* 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.

eCOSID: 180014943
35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (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.

GUARANTEE AND INDEMNITY

To: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person or persons whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that the Guarantor has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase monies interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

FOR the consideration aforesaid and as a separate and convertible covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only in respect of the non-payment by the Purchaser or all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

If the Guarantor comprises more than one person, then each of those persons shall be jointly and severally liable hereunder.

SCHEDULE

Vendor: **Handson Thomas Takudzwa Nhanhanga and Lynett Nhanhanga**
of 3/30 Verney North Road, Congupna VIC 3631

Purchaser:

Guarantors:

EXECUTED AS A DEED

IN WITNESS whereof the said Guarantors have set their hands and seals this

Day of 2025

SIGNED SEALED AND DELIVERED by the said)
Guarantors in Victoria

in the presence of)

Vendor GST Withholding Notice

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

To:

From: Handson Thomas Takudzwa Nhanhanga and Lynett Nhanhanga, 3/30 Verney North Road,
Shepparton North VIC 3633

Property Address: 7 Meryla Road, Donnybrook VIC 3064

Lot: 2914 Plan of subdivision: 828074D

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

Dated:

Signed for an on behalf of the Vendor: *Shepparton Conveyancing Services*

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	7 MERYLA ROAD, DONNYBROOK VIC 3064
------	------------------------------------

Vendor's name	Handson Thomas Takudzwa Nhanhanga	Date	/ /
Vendor's signature			
Vendor's name	Lynett Nhanhanga	Date	/ /
Vendor's signature			

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

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

- ☒ The required specified information is as follows:
- | | |
|-----------------------------------|----------------------------|
| (a) Name of planning scheme | Whittlesea Planning Scheme |
| (b) Name of responsible authority | City of Whittlesea |
| (c) Zoning of the land | UGZ - Urban Growth Zone |
| (d) Name of planning overlay | see attached certificates |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- ☒ Are contained in the attached certificates and/or statements

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 ☒	Gas supply ☒	Water supply ☒	Sewerage ☒	Telephone services ☒
--	--	--	--	--

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Date of issue 13/11/2025	Assessment No. 1283423	Certificate No. 178394	Your reference 78743035-016-4
------------------------------------	----------------------------------	----------------------------------	---

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 7 Meryla Road DONNYBROOK 3064
Description: LOT: 2914 PS: 828074D
AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$310,000	\$310,000	\$15,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 25/09/2025	\$732.95
ESVF Fixed charge (Res) levied on 25/09/2025	\$136.00
ESVF Variable Levy (Res) levied on 25/09/2025	\$53.63
Arrears to 30/06/2025	\$0.00
Interest to 13/11/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$922.58

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$922.58
--	-----------------

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

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

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1283423



Phone 1300 301 185
Ref 1283423



Bill Code 5157
Ref 1283423

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1198911

APPLICANT'S NAME & ADDRESS

SHEPPARTON CONVEYANCING SERVICES C/- TRICONVEY2
(RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

NHANHANGA, HANDSON THOMAS
TAKUDZWA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

721484

This certificate is issued for:

LOT 2914 PLAN PS828074 ALSO KNOWN AS 7 MERYLA ROAD DONNYBROOK
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 6
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

12 November 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

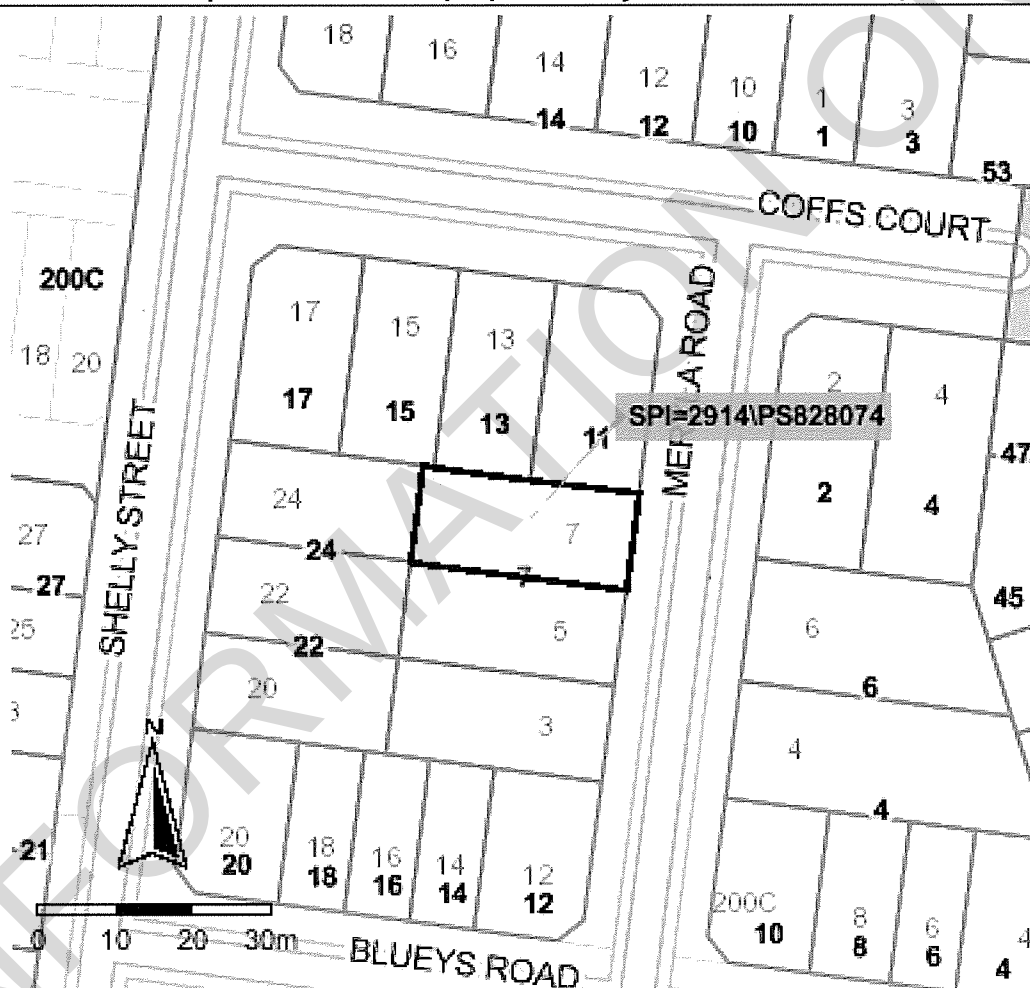
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 11 November 2025 03:54 PM

PROPERTY DETAILS

Address: **7 MERYLA ROAD DONNYBROOK 3064**
Lot and Plan Number: **Lot 2914 PS828074**
Standard Parcel Identifier (SPI): **2914\PS828074**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1283423**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 368 J5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Note

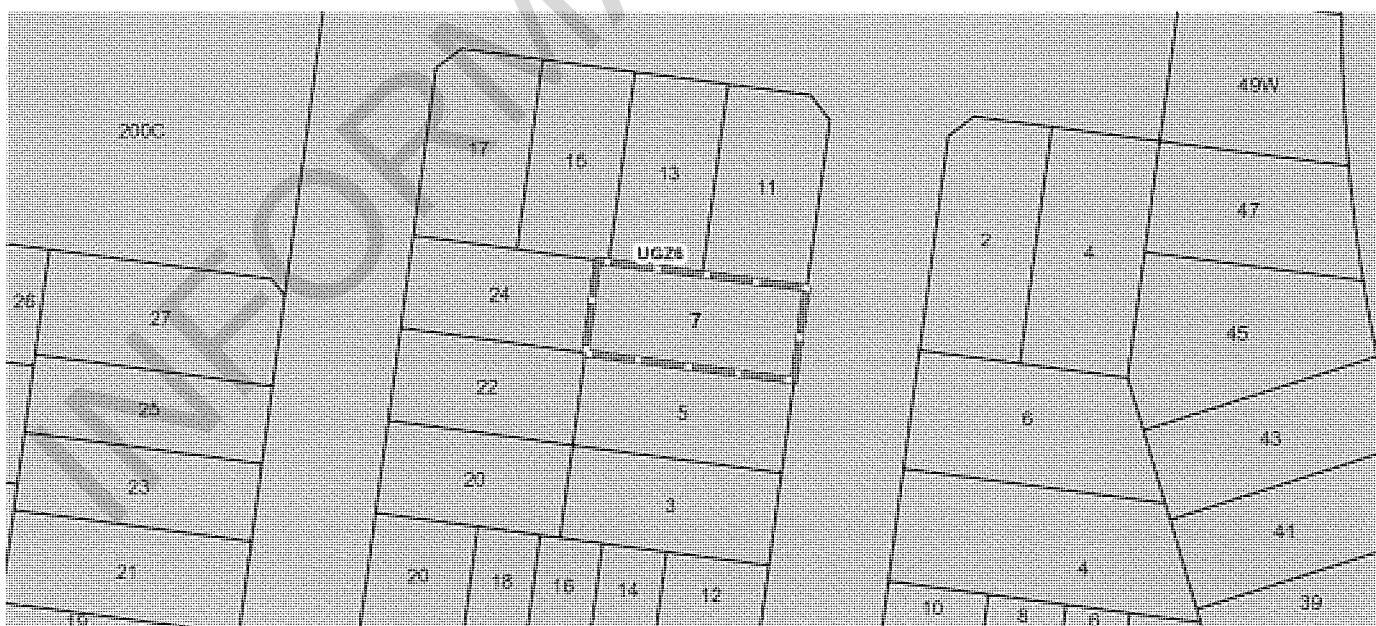
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 6\(UGZ6\)](#)



UGZ - Urban Growth

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

Copyright © - State Government of Victoria

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

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

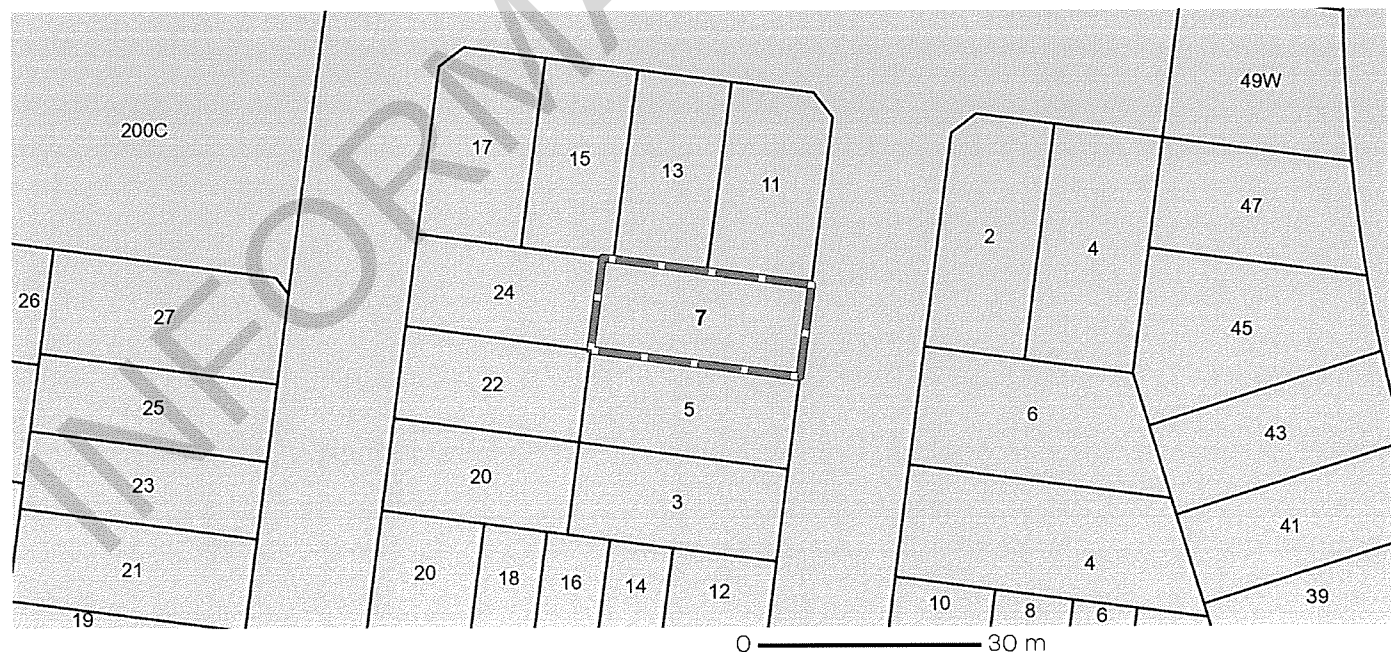
INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)



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

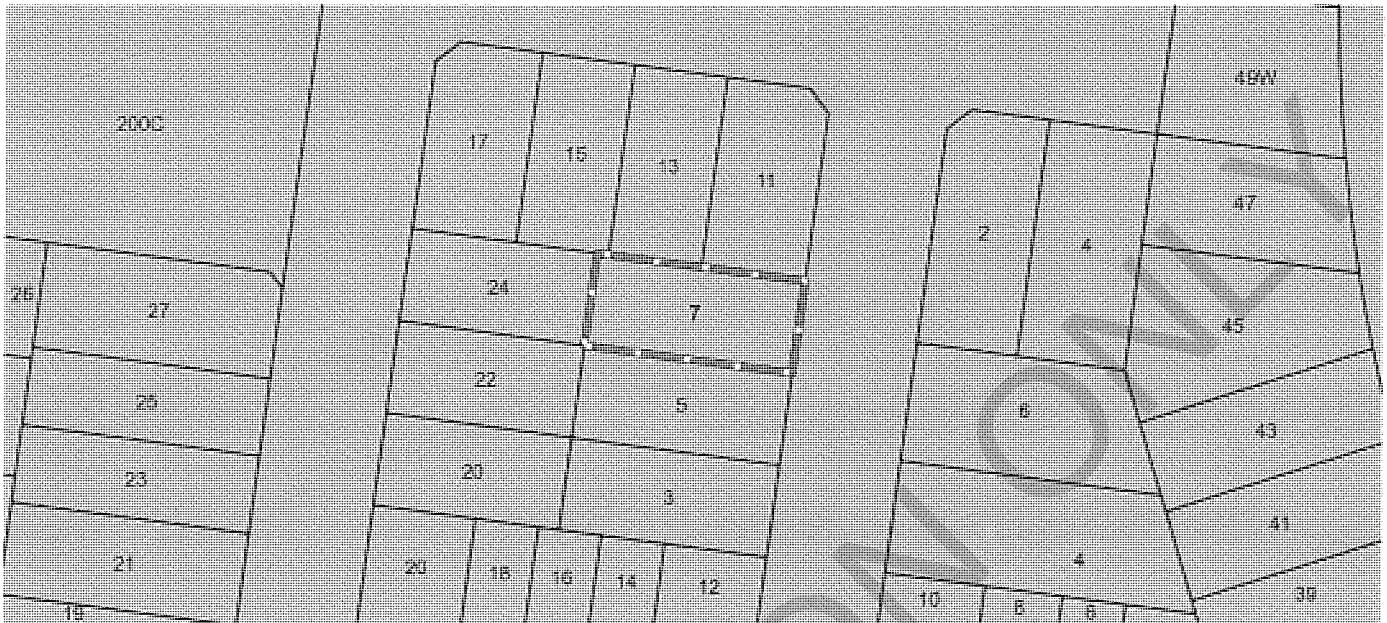
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to [Victorian Planning Authority](https://www.vic.gov.au/victorian-planning-authority)



Melbourne Strategic Assessment

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



 Melbourne Strategic Assessment Area

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.

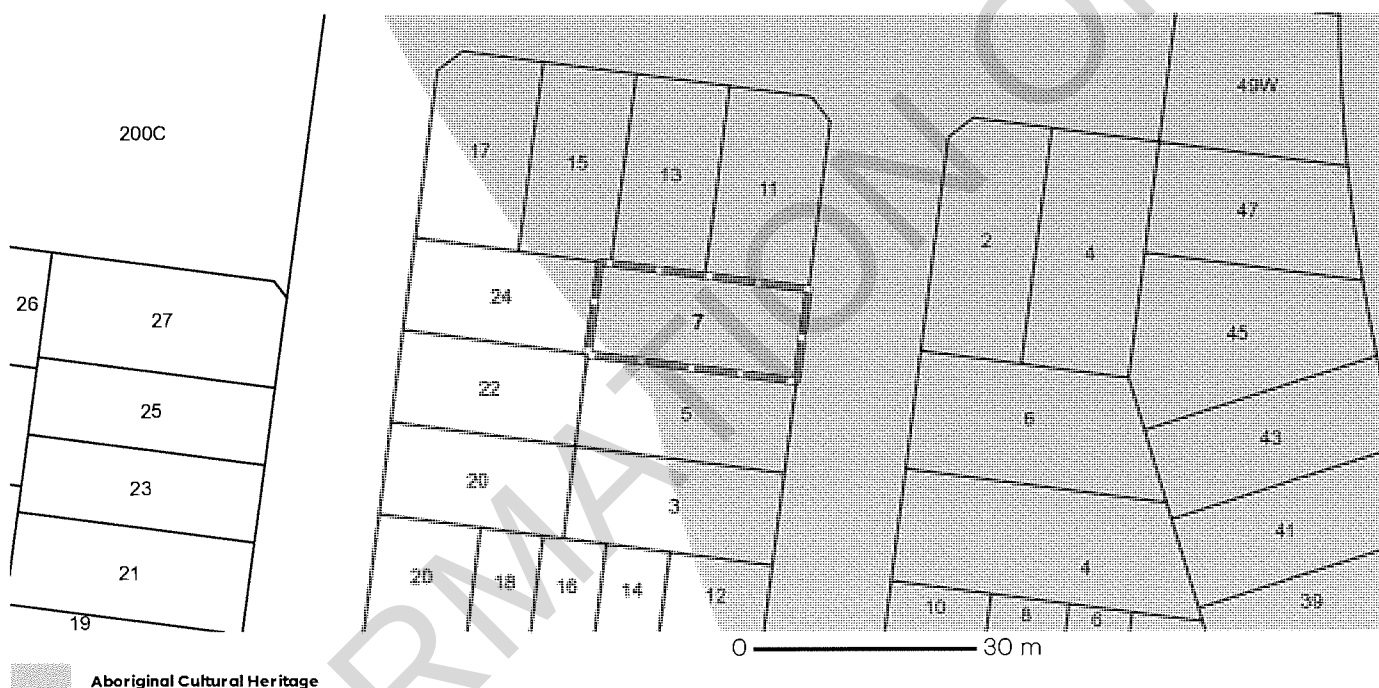
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <https://heritage.achris.vic.gov.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 6 November 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may abut 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://mopshare.vic.gov.au/vicplan/>

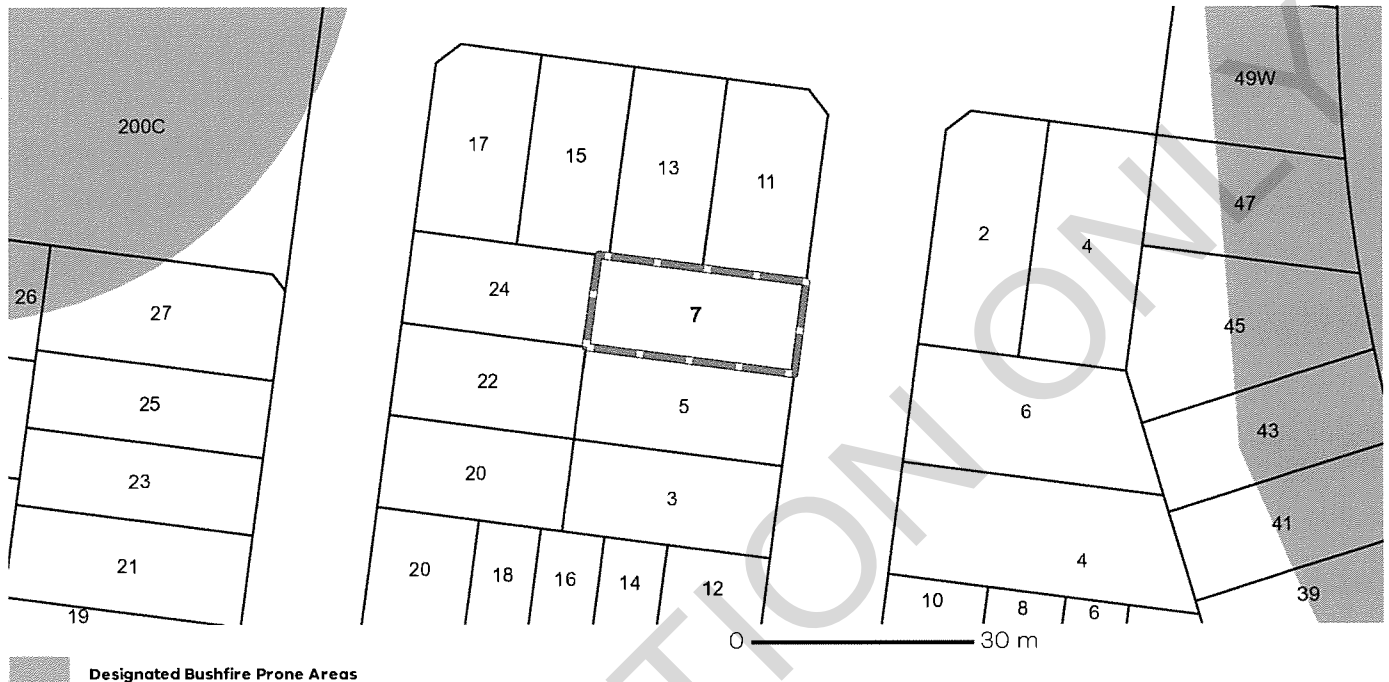
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

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

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

12th November 2025

Shepparton Conveyancing Services C/- Triconvey2 (R
LANDATA

Dear Shepparton Conveyancing Services C/- Triconvey2 (R,

RE: Application for Water Information Statement

Property Address:	7 MERYLA ROAD DONNYBROOK 3064
Applicant	Shepparton Conveyancing Services C/- Triconvey2 (R LANDATA
Information Statement	30989785
Conveyancing Account Number	7959580000
Your Reference	721484

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	7 MERYLA ROAD DONNYBROOK 3064
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area but recycled water isn't available yet.

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	7 MERYLA ROAD DONNYBROOK 3064
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30989785**

Address	7 MERYLA ROAD DONNYBROOK 3064
Date	12/11/2025
Scale	1:1000



ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	
Proposed Title		Sewer Manhole		
Easement		Sewer Pipe Flow		
Existing Sewer		Sewer Offset		
Abandoned Sewer		Sewer Branch		

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

23rd July 2025

Application ID: 686604

CONDITIONS OF CONNECTION

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

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1528705

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

- Plumbing Regulations 2018 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

Driveways and paving are permitted over Yarra Valley Water sewer assets, provided they maintain a minimum vertical cover of 900 millimetres and a maximum thickness of 125 millimetres. In the event that access to sewer assets is required, Yarra Valley Water will perform reinstatement using plain concrete only.

Any proposed stormwater pipe must have a minimum 300 millimetre horizontal clearance and a minimum 150 millimetre vertical clearance from any sewer main or branch servicing the property, servicing an adjoining property or multiple property branches. The stormwater pipes must have

minimum 1 metre horizontal clearance from the centreline of the sewer main for any maintenance structure. Drainage pits require a minimum 1.5 metres clearance from the centreline of the sewer main for any maintenance structure. Sewers must always cross pipelines as close to 90° as practicable, but not less than 45°.

WATER

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	✓ or X
This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("the Act") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under the Act for breaches of these conditions.**

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
 - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
 - (i) The whole body of the tap and handle must be coloured purple
 - (ii) Tap to be the jumper valve type
 - (iii) Tap handle must be the removable type
 - (iv) Standard thread on tap outlet for garden hose bib
 - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
 - (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
 - (i) an educational site including but not limited to schools and kindergartens;
 - (ii) a site to which the public have access;
 - (iii) a health care centre; or
 - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
 - (i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).
 - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
 - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
 - (iv) 5/8" Male lugged elbow
 - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: - Boiler feed water - Process water - Wash-down water - Dust suppression	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:
Email: rwplumbinginspection@yvw.com.au
Phone: 9872 2518

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
- (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
- (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
 - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
 - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
 - (i) 20mm and 25mm meters **are moved for free**
 - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

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

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

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

SEWER

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

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.
Photographs of plans are not acceptable.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER
ABN 93 055 992 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Shepparton Conveyancing Services C/- Triconvey2 (R)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4325783250
Rate Certificate No: 30989785

Date of Issue: 12/11/2025
Your Ref: 721484

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 MERYLA RD, DONNYBROOK VIC 3064	2914\PS828074	5323209	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51

Other Charges:

Interest	No interest applicable at this time
	No further charges applicable to this property
Balance Brought Forward	-\$54.14 cr
Total for This Property	\$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

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

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

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

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



YARRA VALLEY WATER
ABN 93 056 932 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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

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

Property No: 5323209

Address: 7 MERYLA RD, DONNYBROOK VIC 3064

Water Information Statement Number: 30989785

HOW TO PAY



Billers Code: 314567
Ref: 43257832507

Amount
Paid

Date
Paid

Receipt
Number

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / SHEPPARTON CONVEYANCING SERVICES

Your Reference: 25-01803
Certificate No: 94154657
Issue Date: 12 NOV 2025

Land Address: 7 MERYLA ROAD DONNYBROOK VIC 3064

Lot	Plan	Volume	Folio
2914	828074	12608	353

Vendor: LYNETT NHANHANGA & HANDSON NHANHANGA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94154657

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 94154655 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 94154655 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
--	--	---

Property Clearance Certificate
Land Tax



INFOTRACK / SHEPPARTON CONVEYANCING SERVICES

Your Reference: 25-01803
Certificate No: 94154657
Issue Date: 12 NOV 2025
Enquiries: TVD0

Land Address: 7 MERYLA ROAD DONNYBROOK VIC 3064

Land Id Lot Plan Volume Folio Tax Payable
REFER TO ATTACHMENT

Vendor: LYNETT NHANHANGA & HANDSON NHANHANGA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Year Taxable Value (SV) Proportional Tax Penalty/Interest Total
REFER TO ATTACHMENT

Comments: Refer to attachment

Current Vacant Residential Land Tax Year Taxable Value (CIV) Tax Liability Penalty/Interest Total
REFER TO ATTACHMENT

Comments: Refer to attachment

Arrears of Land Tax Year Proportional Tax Penalty/Interest Total

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

Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Amount. Rows include CAPITAL IMPROVED VALUE (CIV): \$0, SITE VALUE (SV): \$40,474, and CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00.



Notes to Certificate - Land Tax

Certificate No: 94154657

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$40,474

Calculated as \$0 plus (\$40,474 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$0.00

Taxable Value = \$0

Calculated as \$0 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94154657

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94154657

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Land Tax

Land Address: 7 MERYLA ROAD DONNYBROOK VIC 3064						
Land Id	Lot	Plan	Volume	Folio		Tax Payable
47867835	2914	828074	12608	353		\$0.00
Land Tax Details		Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MONTALTO FAMILY TRUST		2025	\$16,717	\$437.64	\$0.00	\$0.00
Comments: Land Tax of \$437.64 has been assessed for 2025, an amount of \$437.64 has been paid.						
Vacant Residential Land Tax Details		Year	Taxable Value	Tax Liability	Penalty/Interest	Total
Comments:						
Current Land Tax Charge:					47867835	\$0.00

Land Address: 7 MERYLA ROAD DONNYBROOK VIC 3064						
Land Id	Lot	Plan	Volume	Folio		Tax Payable
50946355	2914	828074	12608	353		\$0.00
Land Tax Details		Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MONTALTO FAMILY TRUST		2025	\$23,757	\$621.91	\$0.00	\$0.00
Comments: Land Tax of \$621.91 has been assessed for 2025, an amount of \$621.91 has been paid.						
Vacant Residential Land Tax Details		Year	Taxable Value	Tax Liability	Penalty/Interest	Total
Comments:						
Current Land Tax Charge:					50946355	\$0.00

Total: \$0.00

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / SHEPPARTON CONVEYANCING SERVICES

Your Reference:25-01803

Certificate No:94154657

Issue Date:12 NOV 2025

Enquires:TVD0

Land Address:		7 MERYLA ROAD DONNYBROOK VIC 3064			
Land Id	Lot	Plan	Volume	Folio	Tax Payable
47867835	2914	828074	12608	353	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
N/A	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

Land Address:		7 MERYLA ROAD DONNYBROOK VIC 3064			
Land Id	Lot	Plan	Volume	Folio	Tax Payable
50946355	2914	828074	12608	353	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
N/A	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$0
SITE VALUE:	\$40,474
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94154657

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Enquiries: Building and Planning Administration 9217 2170
Buildplan@whittlesea.vic.gov.au

Your Ref: **78743035-018-8**

25 November 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 7 (Lot 2914) Meryla Road DONNYBROOK**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	---

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

**BUILDING & PLANNING
 CITY OF WHITTLESEA**

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Shepparton Conveyancing Services C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 721484

NO PROPOSALS. As at the 19th November 2025, 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®.

7 MERYLA ROAD, DONNYBROOK 3064
CITY OF WHITTLESEA

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

Date of issue: 19th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78743035 - 78743035105046 '721484'

PEPPER
CORN
HILL



DESIGN AND SITING GUIDELINES

DECEMBER 2018 VERSION 2

CONTENTS

NTS

PART ONE

THE VISION FOR PEPPERCORN HILL

PAGE 4

PART TWO

LOT CLASSIFICATION

PAGE 6

PART THREE

DESIGN PRINCIPLES FOR ALL DWELLINGS

PAGE 7

PART FOUR

MATERIALS AND COLOURS

PAGE 14

PART FIVE

GENERAL ITEMS

PAGE 15

PART SIX

GARDEN LANDSCAPING

PAGE 16

PART SEVEN

PEPPERCORN HILL DESIGN PANEL

PAGE 18

PART EIGHT

INFORMATION CHECKLIST

PAGE 19

PART ONE

THE VISION FOR PEPPERCORN HILL

Located in Donnybrook, 38 kilometres north of Melbourne, Peppercorn Hill is set to be one of Victoria's landmark master planned communities.

Spanning 370 hectares on rich, historic landscape, the development will comprise approximately 5,000 homes and more than 50 hectares of parklands. It will provide residents with key amenities, such as schools, retail and a commercial precinct.

At Peppercorn Hill, we have considered the site's natural and historical features whilst remaining future focused; never losing sight of residents' ever changing needs.

We are committed to creating a community which is thriving, healthy, and diverse. Our community will be safe and connected for our residents who embrace the same values and aspirations.

Peppercorn Hill is being designed and delivered by the Dennis Family; the award-winning developer of

landmark communities, including Manor Lakes, Westbrook and Modeina. At Dennis Family, we place family at the centre of all of our developments – that's what makes them so liveable.

1.2 The Aim of the Guidelines

The aim of the Peppercorn Hill Design & Siting Guidelines (**Guidelines**) is to provide the framework to achieve a high standard of housing design with an identifiable degree of visual cohesion that supports the vision for Peppercorn Hill.

The Guidelines are in effect at Peppercorn Hill to make sure that:

- An identifiable degree of visual cohesion and colour between houses and other built elements is achieved;
- Houses are designed to provide cohesion between neighbouring lots;
- Residential amenity is protected;
- Attractive gardens, streetscapes and parklands are created.

All development must comply with these Guidelines. In exceptional circumstances, variations to the Guidelines will be considered provided that there is a positive contribution to the project vision.

As Peppercorn Hill grows and evolves over time, distinct precincts will be established that take inspiration from the site's natural and historical features. As such, the design Guidelines for Peppercorn Hill will also evolve over time.

1.3 Design Approval Process and Building Permits

All purchasers and owners of lots must have their plans approved by the Peppercorn Hill Design Panel whose approval may be withheld in its absolute discretion notwithstanding compliance with the Guidelines. Early contact with the Peppercorn Hill Design Panel is encouraged so that unnecessary delays are avoided.

Construction of houses, related works or ancillary structures on any lot at Peppercorn Hill cannot commence until the Peppercorn Hill Design Panel has approved the plans in their entirety. Separately, any relevant planning or building regulations must be addressed by your Building Surveyor and additional requirements may also apply with respect to fencing consents, right of way and other restrictions on title.

Only a Registered Building Surveyor can issue a building permit and building approval cannot be granted until the Design Panel has approved the plans.

The Guidelines do not replace the Building Regulations or the Whittlesea Planning Scheme.

Purchasers of lots at Peppercorn Hill should contact their Building Surveyor to ensure house designs comply with all relevant statutory requirements. Adherence to the Peppercorn Hill Design Guidelines and approval by the Peppercorn Hill Design Panel, does not constitute building approval. Further approval will need to be sought from your Building Surveyor, to ensure compliance with the Whittlesea Planning Scheme and Building Regulations.

1.4 Number of Dwellings per Lot

Only one dwelling may be constructed on a lot.

A lot must not be further subdivided.

1.5 Timeframe for Dwelling Construction

The construction of a Dwelling must commence within 12 months of settlement and be completed within 24 months of settlement.

1.6 Approval Procedure for Plans

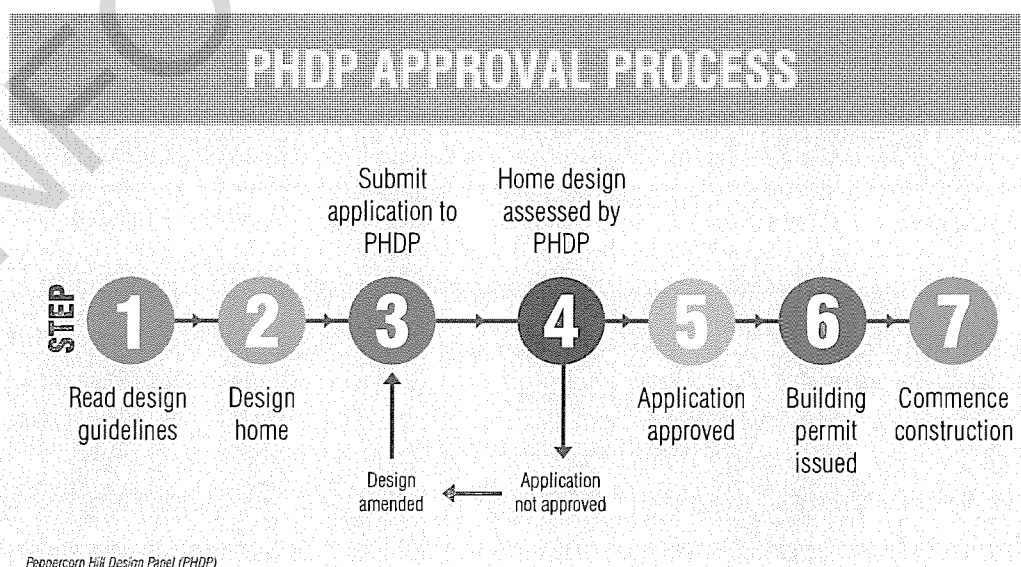
The Peppercorn Hill Design Panel will provide information and advice to purchasers and builders at Peppercorn Hill regarding the Guidelines. In particular, advice can be provided at the initial concept plan stage and at the preliminary selection of materials, colours and

finishes stage. The Peppercorn Hill Design Panel will endeavour to approve plans in the shortest possible time, and generally, within ten working days.

House design approval is at the discretion of the Peppercorn Hill Design Panel. No claims can be made against Council, DF (Woodstock) Developments Pty Ltd or DFC (Woodstock) Pty Ltd or their nominated representative with respect to any decision of the Peppercorn Hill Design Panel or actions taken by purchasers in connection with the Guidelines.

Plans should be emailed to: peppercornhilldesignpanel@denniscorp.com.au

Refer to Section 8 "Information Checklist" for details of plans and information to be submitted.



PART TWO

LOT CLASSIFICATION

2.1 Building Envelopes

Some Lots are affected by Building Envelopes. Development of these lots must be in accordance with the Building Envelope shown on the Plan of Subdivision.

2.2 Small Lot Housing Code

If your lot is less than 300 square metres in area, it must comply with the requirements of the Small Lot Housing Code and these Guidelines or, alternatively, comply with a Planning Permit secured by a separate Planning Permit process. Where there is a conflict between these Guidelines and the Small Lot Housing Code, the Small Lot Housing Code shall take precedence except for fencing requirements.

A copy of the Small Lot Housing Code can be obtained from your Building Surveyor or the City of Whittlesea.

Your Building Surveyor will guide you through the approvals process under

the Small Lot Housing Code or the alternative Planning Permit process.

2.3 Bushfire Attack Level (BAL) Lots

Lots in Peppercorn Hill may be included within a Bushfire Prone Area under the Building Act 1993 and hence subject to a Bushfire Attack Level (BAL) assessment. Owners and builders are encouraged to investigate if this requirement applies and if applicable, design the house to suit the relevant BAL level as determined by their Building Surveyor.

2.4 Landmark Lots

Lots designated as 'LL' (Landmark Lots) on the Plan of Subdivision are located in high profile positions within the estate and it is particularly important that the homes constructed on these lots reflect the high standards of the estate. Therefore, the quality of

the architecture and landscape design on these lots is of particular importance. These lots may be located on street corners, adjacent to parkland or may be highly visible from within and from outside the development.

Particular attention must be paid to the design and siting of housing on these lots. In addition to any other requirement, houses on Landmark Lots must be designed to address the street frontage(s) and address any abutting or adjacent public space and incorporate:

- Large windows overlooking any public space
- A roof pitch of 25 degrees for single storey homes and a roof pitch of 22.5 degrees for double storey homes
- A minimum ceiling height of 2.7 metres for single storey homes
- A balcony at the first floor level addressing the principal frontage if a two storey house is proposed
- Eaves of at least 0.45 metres to front façade, which must wrap around corners by a minimum of 3 metres
- Awnings, porches and/or verandahs to provide interest and articulation to the façade
- A minimum 30% secondary material on principal façade.

PART THREE

DESIGN PRINCIPLES FOR ALL DWELLINGS

3.1 Design Principles for All Dwellings

The design vernacular for Peppercorn Hill is Contemporary Australian. Designs mimicking period styles such as Edwardian, Federation, Colonial, Georgian, neo-classical, French Provincial and Victorian will not be approved.

Second hand, portable buildings, caravans, relocated homes and kit homes are not permitted to be constructed at Peppercorn Hill and will not be approved.

Dwellings constructed of second hand materials are not permitted, however the Peppercorn Hill Design Panel, in its sole discretion, may consider the use of second hand bricks as part of an attractive design response.

3.2 Principal Façades

The principal street frontage is defined as:

- For lots with only one street frontage, the principal street frontage shall be that frontage
- For lots with two street frontages, the shorter street frontage shall

be the principal street frontage and the other street frontage the secondary street frontage

- If the two street frontages are of equal length then the purchaser should contact the Peppercorn Hill Design Panel to determine which street frontage will be designated the principal street frontage for the purposes of the Guidelines.

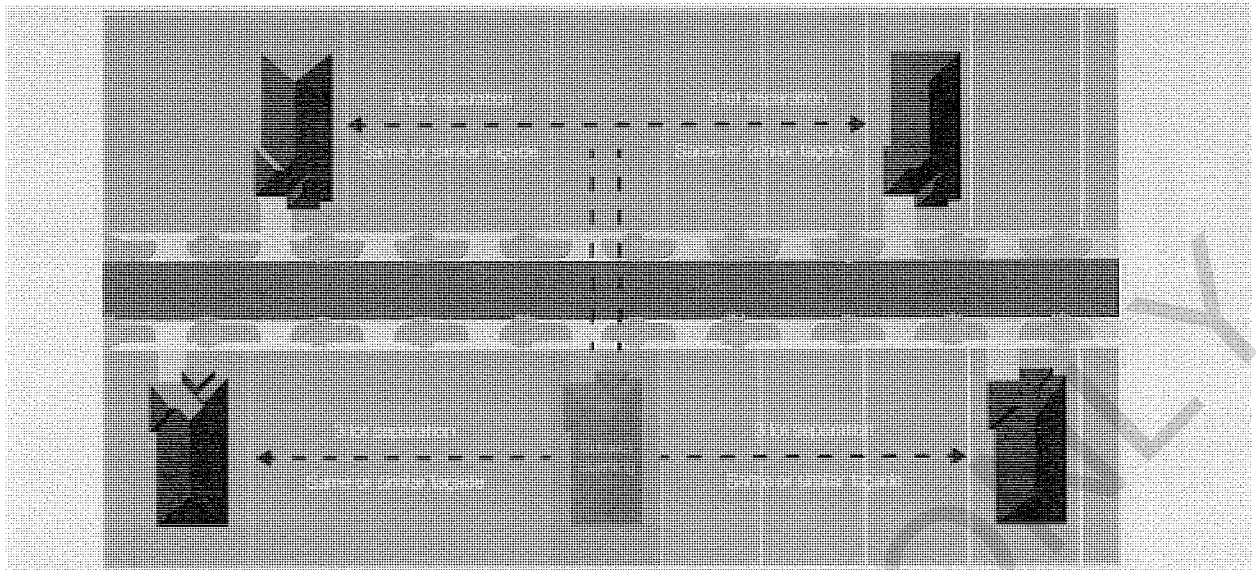
Façades of houses must be articulated to prevent a flat or nondescript front façade. Articulation may be achieved in a variety of ways including stepping back elements of the façade, the inclusion of bay windows and balconies, verandahs and porches, feature panels, rendered finishes and through the incorporation of architectural elements. Any one material cannot comprise more than 70% of the area of the principal façade, unless suitable articulation can be achieved. The use of different coloured render does not satisfy this requirement.

Subject to the architectural design, eaves of at least 0.3 metres are required for the principal façade, including entrance porticos and the

full length of the façade addressing the secondary frontage or public space. The eaves must wrap around corners by at least 3 metres. The main entry of the house must address the principal street frontage.

No lightweight infill panels over windows and garage doors will be allowed on the principal façade except where part of an approved feature design, or where the façade is of a render finish.

Features which, in the opinion of the Peppercorn Hill Design Panel, may detract from the appearance of a house from the street, including blank walls, small windows, obscure and tinted glass or reflective, frosted or patterned film, window security shields, roller shutters, canvas and metal awnings, will not be approved.



3.3 Duplication of Front Façade in the Streetscape

A dwelling must not have a front façade design that is the same or very similar to that of a home within 3 lots either side or on the opposite side of the street as illustrated in the above diagram. Where a conflict arises preference will be given to the first submitted and approved set of plans.

This requirement does not apply where attached or terraced style dwellings are proposed.

3.4 Roof Pitch and Design

Unless deemed by the Peppercorn Hill Design Panel to be an essential element of an exceptional architecture design, roof pitches must be a minimum of 22.5 degrees.

Roof designs that present a Gable end to the principal street frontage will not be approved unless part of an entrance portico, feature or exceptional architectural design.

3.5 Front Setback

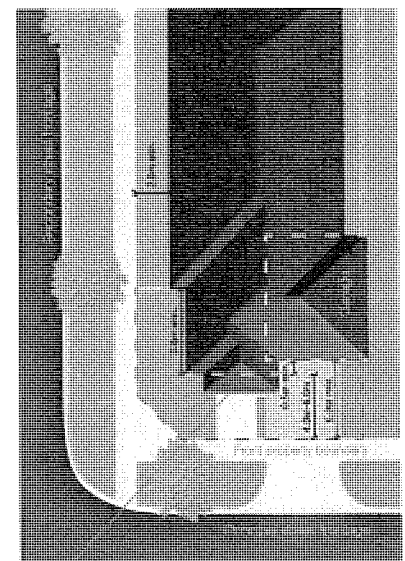
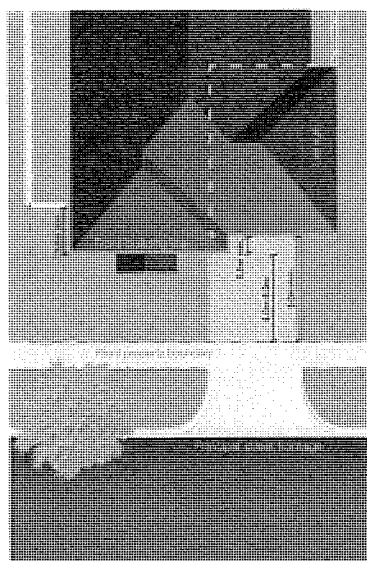
A minimum setback of 4 metres is required on all lots between the front building line of the house and the front property boundary. Balconies, bay windows, porches, verandahs, pergolas, eaves, fascia and gutters can encroach up to 1.5 metres into the front setback.

The maximum setback on all lots between the front building line of the house and the front

property boundary is 6 metres, unless otherwise approved by the Peppercorn Hill Design Panel.

On corner lots, a minimum setback of 4 metres is required to the front property boundary and 2 metres to the side (secondary) street frontage is required.

Garages must be set back a minimum of 5 metres and be at least 0.5 metres behind the front building line.



Porches, verandahs, pergolas, eaves, fascia and gutters can encroach by up to 1.5m

3.6 Side and Rear Setbacks

Garage and other walls which are not directly on a boundary are to be set back a minimum of 1 metre. The minimum rear setback must be the greater of 2 metres or total width of easement.

3.7 Garages and Driveway

Carports fronting the street are not permitted at Peppercorn Hill. Carports may be permitted behind the garage.

Garage doors are a major visual element of the streetscape. Accordingly, doors facing the street are required to be panel lift or sectional and must be of a material and colour which complement the house.

Lots with a frontage of 10 metres or less and are single storey must not contain a garage opening that exceeds 2.7 metres.

Lots with a frontage greater than 10 metres and less than 12.5 metres must not contain a garage opening that exceeds 4.8 metres.

For lots with a frontage greater than or equal to 12.5 metres, the total width of garage doors (whether single or multiple doors) facing a street cannot exceed 6 metres.

The Peppercorn Hill Design Panel will consider garage doors of a width greater than 6 metres provided the frontage of the lot is greater than 18 metres and articulation additional

to the requirements of Section 3.2 such as an additional step of at least 0.5 metres to the front of the garage and a change to the roof form is provided.

The parking of commercial and utility vehicles including trucks, vans and trailers, boats and caravans are to be accommodated within or behind the garage and must not be visible from the street.

The driveways and paths should be clearly identified on the plans submitted to the Peppercorn Hill Design Panel for approval.

Approved finishes for driveways and paths include:

- Exposed aggregate concrete finishes, or
- Coloured concrete.

Plain uncoloured concrete is not permitted.

Driveways must not be wider than 4.0 metres and must match crossover width at property boundary.

All driveways must be constructed prior to occupancy.

Only one driveway will be permitted for each lot. In some cases, changes to the position of driveways will be considered. Any changes will require approval of the Peppercorn Hill Design Panel (whose approval can be withheld at its absolute discretion) and the

City of Whittlesea. If the driveway is proposed to be relocated, permission must be sought as part of the housing approval application under these Guidelines.

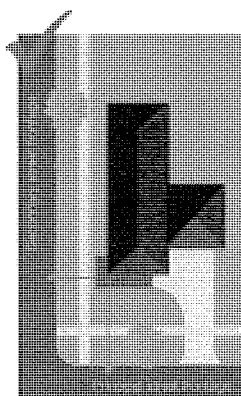
The purchaser is responsible for all costs associated with removing the existing crossover, constructing the new crossover (including reinstating the landscaping in the affected area) and meeting any requirements of the City of Whittlesea.

The front path leading up to the main entrance of the house must not exceed 1.2 metres in width.

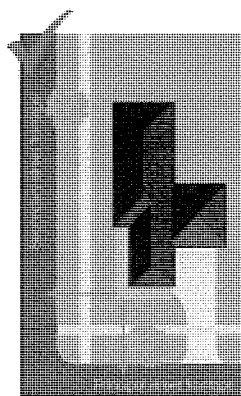
3.8 House Orientation and Solar Access

All dwellings must achieve an energy rating in accordance with current building regulations.

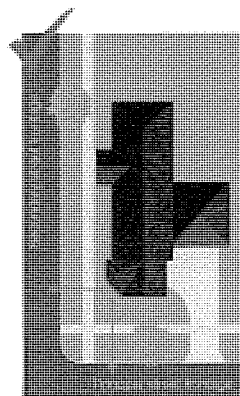
Where practicable, houses are to be sited to maximise the benefits of solar orientation i.e. habitable rooms and private open space face northwards to receive maximum solar energy.



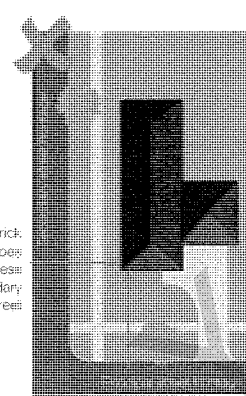
Utilise wrap around verandahs



Design for a stepped facade



Aligned and corner bay windows help address both street frontages



Blank brick wall does not address secondary street

Front flat facade does not address principal frontage

3.9 Corner Lots

Dwelling façades on corner lots must be designed to address both the principal and secondary street frontages and the use of consistent architectural elements across these façades is required.

Architectural elements used in the main façade must be replicated within the first 3 metres of the secondary street frontage. Other alternative treatments can be submitted for consideration by the Peppercorn Hill Design Panel.

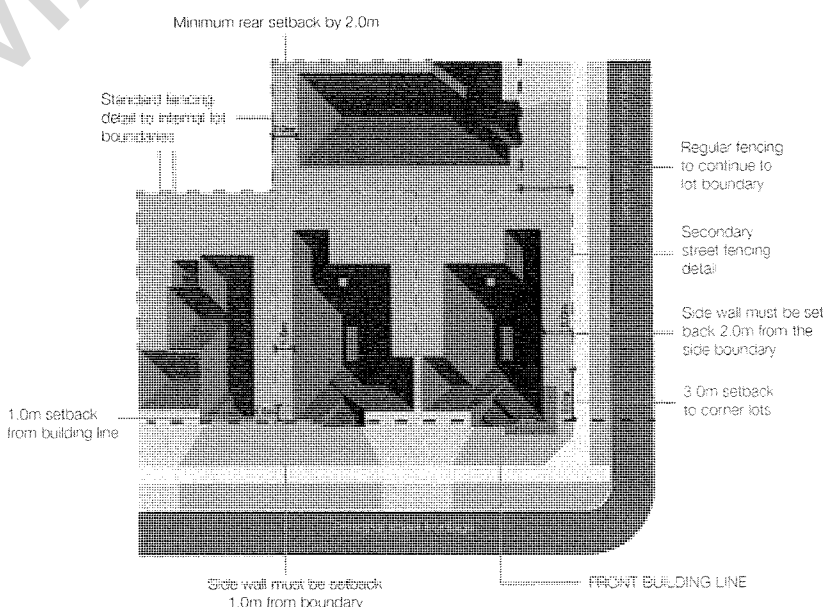
Flat façades and blank brick walls must be avoided. Houses which do not satisfactorily address both street frontages will not be approved by the Peppercorn Hill Design Panel. The above diagrams provide examples to illustrate appropriate and inappropriate corner allotment treatments.

For double storey homes located on corner lots, the side wall on the first level facing the secondary street must not be constructed less than 900mm from the ground level wall that faces a side street.

Habitable room windows must overlook the principal and secondary street frontages and external services must not be visible from a street or a public space.

Elements such as porticos, verandahs and approved feature elements may encroach into the secondary street setback up to 0.5 metres.

If in doubt about whether your house design will comply with corner lot requirements, it is strongly recommended that you submit a preliminary design to the Peppercorn Hill Design Panel for comments and advice.



3.10 Fencing

Front fencing is not permitted on any lot.

Fencing costs and any associated approval requirements are the responsibility of lot owners and must be completed within 60 days of occupation.

Where fencing adjoins a park or open space reserve, the fencing cost is shared equally between the lot owner and the Developer.

Unless otherwise specified, all side and rear fences must be timber

paling, capped and lapped and cannot exceed 2 metres in height.

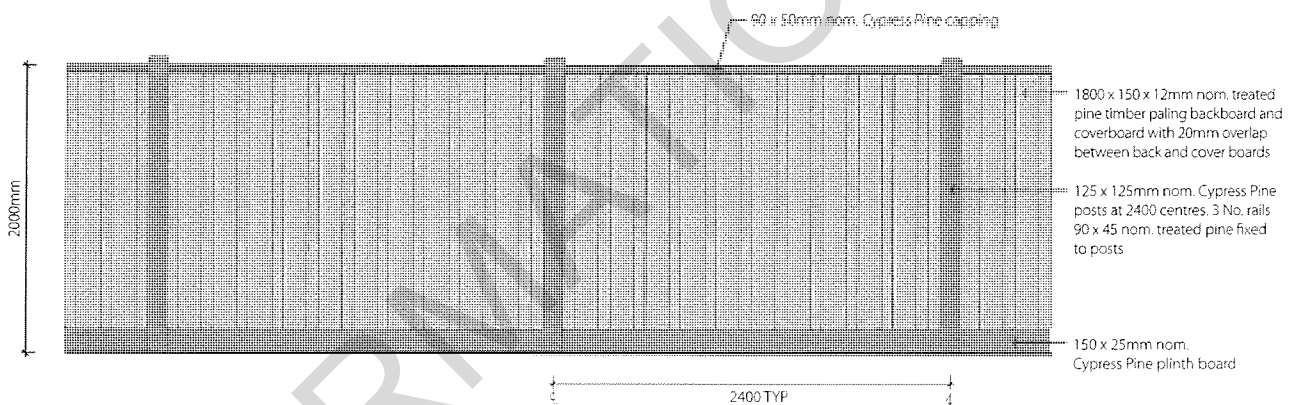
Gates must be predominantly of timber material and match the height of the side fence.

Side boundary fencing with the exception of corner lots is to be setback a minimum of 1 metre from the front building line.

On corner lots, the fence along the secondary frontage must be setback from the front building line by a minimum of 3 metres. This fence must conceal any water tank, hot water unit, heating, air conditioning,

clothesline or other plant and equipment from public view.

In some cases the Developer will construct feature fencing to open space and lot boundaries designated on the Plan of Subdivision. Lot owners cannot remove or change the appearance of these fences without the written approval of the Peppercorn Hill Design Panel. Lot owners are responsible for maintaining any feature fence on their boundary in good order.



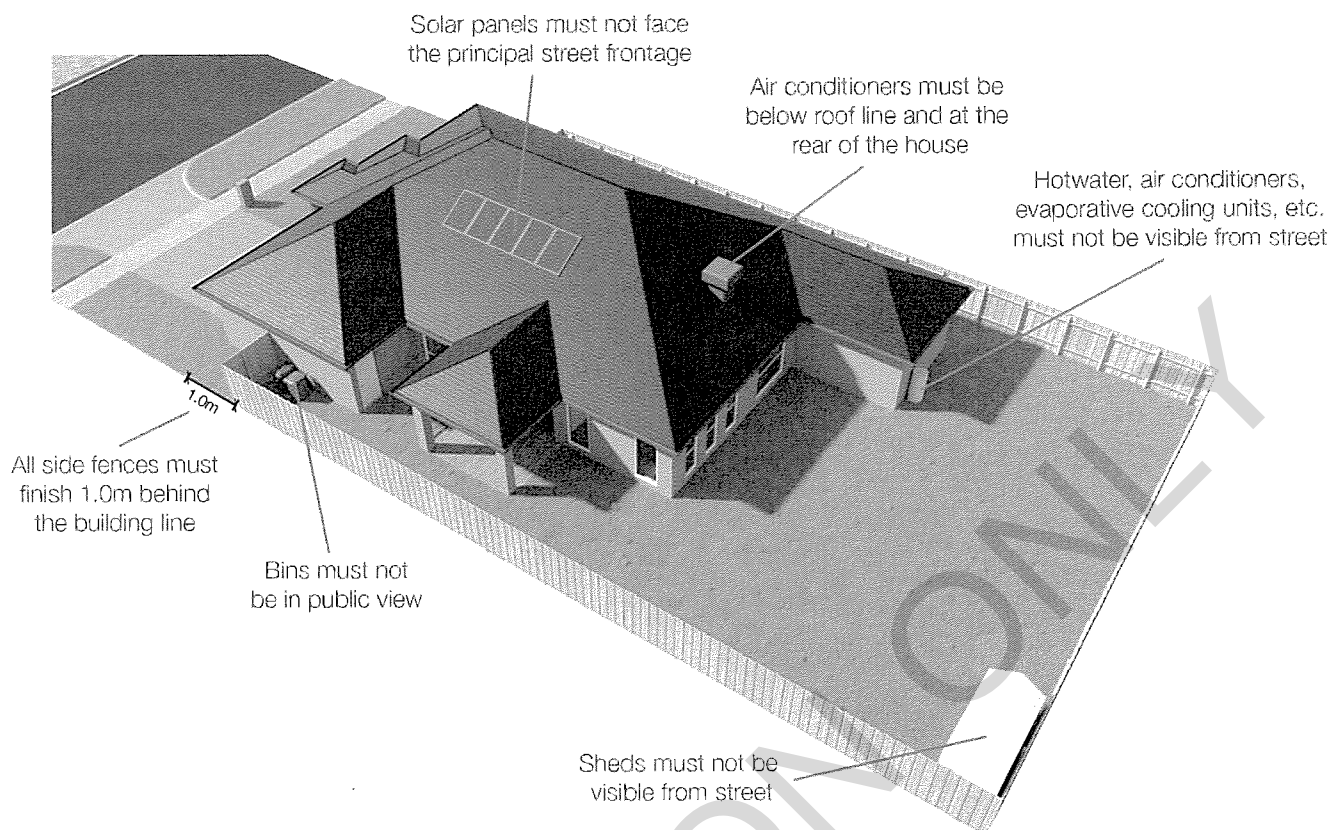
3.11 Retaining Walls

Retaining walls should make a positive visual contribution to the streetscape. Their design should provide a safe environment to both cars and pedestrians accessing the allotment and using the street. Retaining walls are to be constructed of rock, render or faced brick complementing the materials used in the building façade.

Concrete or timber sleeper retaining walls will not be permitted where they are visible from the street or public space.

Retaining walls must not exceed 1m in height unless they are terraced to allow for landscaping to break the overall height of the wall. A planted strip of minimum width of 500mm is to be provided between terraced walls.

A boundary fence above a retaining wall must be setback a minimum of 0.75 metres from the face of the retaining wall with a landscape strip and must not exceed 2 metres.



3.12 External Fixtures

The general position of the following external fixtures must achieve the objective stated below and be shown on the house and site plans submitted for approval to the Peppercorn Hill Design Panel.

Clotheslines and Garden Sheds

Clotheslines and garden sheds must not be visible from the street.

Roof Mounted Solar Hot Water and Photo-voltaic Panels

These panels must not be mounted facing the principal street frontage. However, on corner lots panels may be located on the roof facing the secondary street frontage.

External Hot Water Services, Air-conditioning, Evaporative Cooling Units and Plumbing.

Hot Water services must not be visible from the street.

Exposed plumbing and waste piping is not permitted on any façade.

Air-conditioners must be located below the eaves line, screened from public view and be suitably baffled to reduce noise. Evaporative air-conditioners must be located below the roof ridgeline and at the rear of the house, be of low profile and of a colour to match the roof.

Television Antennae

Free to Air TV Services (FTA-TV) is available with OptiComm Fibre to the Premises. If a television antenna is required, it must be located within the roof of the house.

Satellite Dishes

Satellite dishes must not be visible from the street or other public space.

Roller Security Shutters

Roller security shutters are not permitted.

Rainwater Harvesting Tanks

Rainwater harvesting tanks should not be visible from the street and are to be of a material and colour, which complements the home.

Garbage Bins

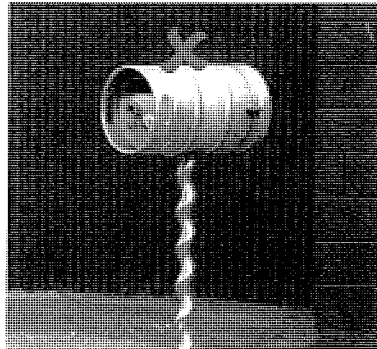
Garbage bins must be stored out of public view.

Letterbox

Letterboxes must be positioned on the front boundary adjacent to the driveway with the house number clearly displayed. Letterboxes must be a rendered column design and the colour should be carefully selected to complement the colour of the main façade of the house.

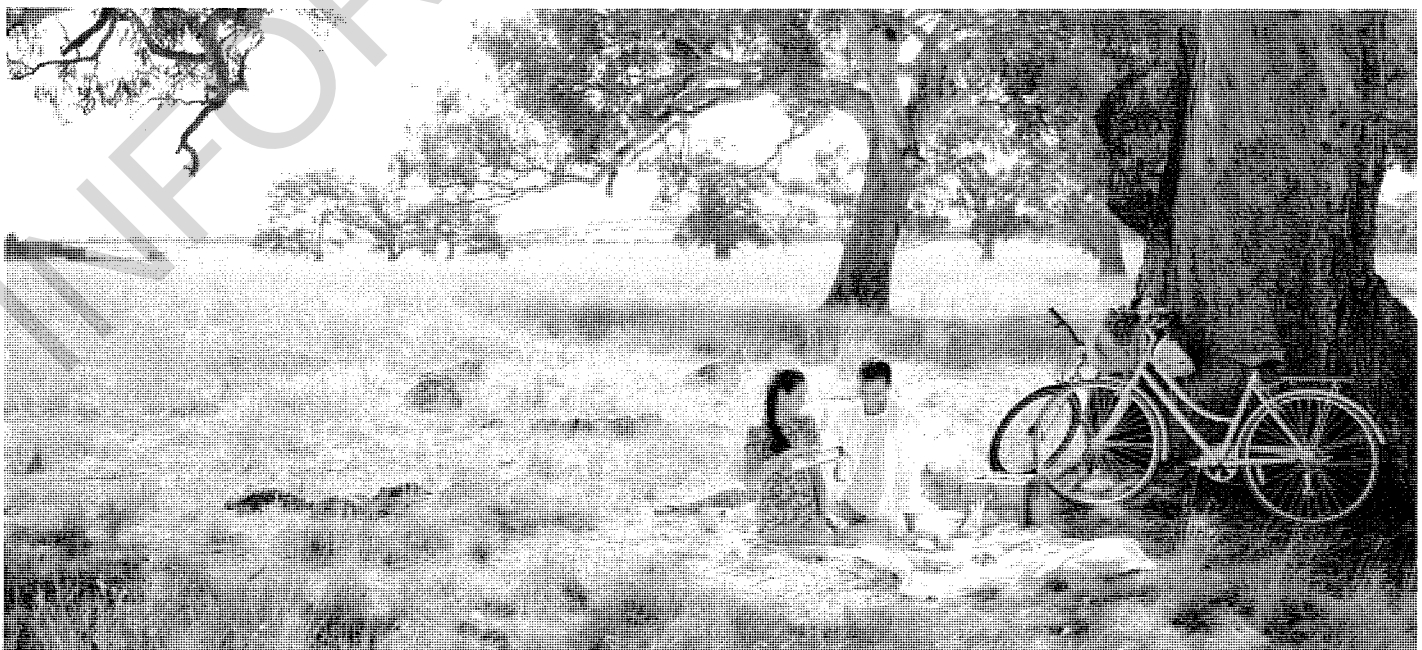
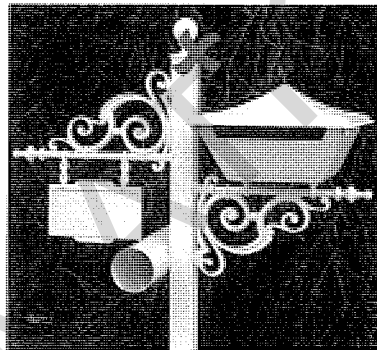
Temporary, ornamental or single post supported letterboxes will not be permitted.

The location, style and colour of the letterbox must be provided on the plans for approval.



Signage

The promotion of houses for sale and the advertising of builders during the construction of a house will be limited to one sign for each property unless the Peppercorn Hill Design Panel gives prior approval.



PART FOUR

MATERIALS AND COLOURS

4.1 General

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Peppercorn Hill.

Any features which in the opinion of the Peppercorn Hill Design Panel, may detract from the appearance of a house from the street, including blank walls, small windows, obscure glass, window security shields, canvas and metal awnings, will not be approved.

4.2 Materials

Walls of houses visible from public areas must be predominantly constructed of face brickwork, rendered or bagged brick, or natural stone, noting that any one material cannot be greater than 70% of the front façade. Other materials may be considered by the Peppercorn Hill Design Panel at its discretion. The use of different coloured render does not satisfy this requirement.

Special emphasis, (eg. feature panels, rendered finishes etc), must be placed on the elevations that address streets and public spaces.

Roof materials must be a matt finish concrete or terracotta tile, slate, or matt finish powder coated metal. Galvanized steel roof, vivid colours, will not be permitted.

Plans submitted to the Peppercorn Hill Design Panel for approval must include a schedule of wall, trim and roof materials and colours. The Australian Standard Reference Number for the colour selected must be included for identification.

4.3 Colours

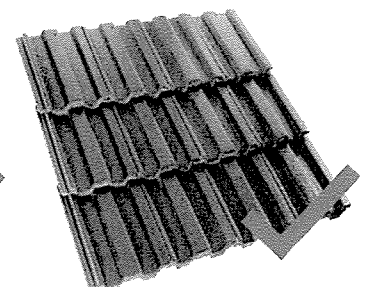
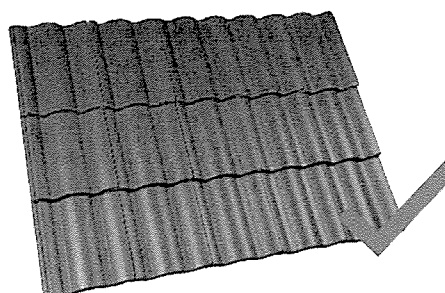
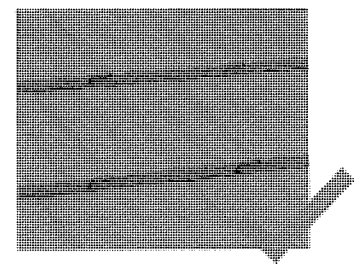
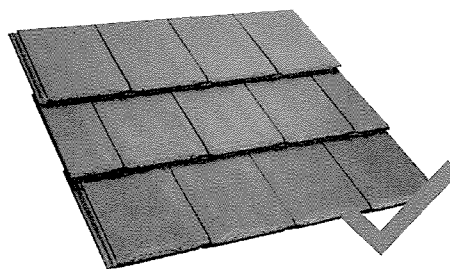
The preferred colour palette for use at Peppercorn Hill are earth tones. Vibrant colours are not permitted for use in the façade or body of the home, roofing or for fencing, however, may be considered by the Peppercorn Hill Design Panel when used to accentuate architectural elements.

Trim colours must complement the main body of the house.

Gutter and downpipe colours are to match roof colour or complement the main body of the house.

Darker roofs are required as they anchor the building to the ground plane, blending a sense of dignity and smartness to the appearance of the development.

Fences must not be painted with vibrant colours.



PART FIVE GENERAL ITEMS

5.1 Recycled Water

Yarra Valley Water expects that recycled water will be available to Peppercorn Hill by 2019/20. Connection to the recycled water infrastructure (eg purple pipe) is a requirement of Yarra Valley Water.

5.2 Communications

Peppercorn Hill will be provided with "fibre to the home" infrastructure via an agreement with Opticomm, offering access to high speed broadband internet, telephone, digital "free to air" television and pay television as well as possible future services such as IPTV, home security, video on demand and more.

It is important to ensure that your home is capable of connecting to the Opticomm fibre network (refer to www.opticomm.net.au for cable entry Guidelines) and your home is wired to enable the delivery of the digital services available on the network. Connection to a copper wire phone network is not available.

The fibre cable will be installed in the street, however you will need to arrange to extend the cable to an appropriate connection point in your house. This will require a wiring configuration which is consistent with these services and which may require a dedicated power supply for the telecommunications equipment.

5.3 Maintenance and Builder Debris

The City of Whittlesea Local Laws require owners to maintain their vacant land in a safe and tidy condition.

Vacant allotments within Peppercorn Hill must be regularly maintained. This includes, but is not limited to the following:

- Mowing of grass including nature strips/verges, including secondary street frontage for corner allotments;
- Removal of litter, rubbish and other debris.

The City of Whittlesea Building Site Code of Practice requires all building debris to be contained within the property boundaries and within a refuse receptacle with a fixed, closed lid. This is a condition of your contract of sale.

You must ensure your builder complies with the Code of Practice and empties bins as and when required.



PART SIX

GARDEN LANDSCAPING

6.1 General Requirements

The vision for Peppercorn Hill places emphasis on the landscape quality of parks, streetscapes and private gardens. Appropriate front and side street garden (for corner lots) design, material and plant selection forms a key part in realising the Peppercorn Hill Vision.

Garden designs should complement the Australian Contemporary architecture and support the Peppercorn Hill Vision for preserving and celebrating the natural heritage of the surrounding landscape.

For all lots in Peppercorn Hill, front and side street gardens (for corner lots) must be installed within 6 months of the issue of the Certificate

of Occupancy of your dwelling. If this is issued between 1 November and 31 January, landscaping must be completed by no later than 31 May (allowing for landscapes to be installed outside of the summer months).

6.2 Minimum Garden Requirements for All Lots

Landscaping of the front and side street (for corner lots) garden should include the planting of lawn, suitable trees and shrubs. The following are minimum standards that must be met for all lots. Landmark Lots must submit a landscaping plan for the front garden for approval by the Peppercorn Hill Design Panel as part of the house design approval application.

As a minimum, the following must be undertaken for each front garden:

- Remove all rubbish, rubble and weeds
- Grade and shape garden beds and lawn areas
- Installation of at least one tree (min 1.5 metres high)
- A garden bed at least 0.5 metres wide must be provided between the driveway and the property boundary
- Installation of shrubs and/or ground covers as indicated in the table below
- Install 80mm depth of mulch to all garden bed areas
- Install 200mm depth of top soil to all garden bed areas
- Install 100mm depth of top soil to lawn areas
- Install warm season lawn (pre-grown turf), such as Kikuyu species as indicated in the table below.

The following table provides a guide to the required percentage of your front garden to be allocated to lawn, plans paths and driveway in order to satisfy the garden requirements of these Guidelines.

Lot Frontage	Hardscape*	Softscape**	Garden Beds	Lawn	Minimum No of Plants***
10.5	70%	30%	75%	25%	45
12.5	65%	35%	75%	25%	70
14	55%	45%	60%	40%	75
16	50%	50%	55%	45%	85
18	45%	55%	50%	50%	95
20	40%	60%	45%	55%	105

* Hardscape is defined as impermeable areas such as driveways and paths

** Softscape is defined as garden beds and lawn areas

*** Minimum number of plants calculated assuming a 150mm pot size

6.3 Approved Plant Species

The plant palette below contains a list of suitable Australian native species and selected exotic species (typically drought tolerant).

BOTANIC NAME	COMMON NAME	MATURE SIZE (H x W)
Large Trees (> 12m H)		
Angophora costata	Smooth-barked Apple	18 x 10m
Eucalyptus sideroxylon 'Rosea'	Red Ironbark	15 x 11m
Platanus orientalis 'Digitata'	Cut Leaf Plane Tree	18 x 10m
Medium Trees (8-12m H)		
Eucalyptus leucoxylon 'Moreland Elite'	Yellow Gum	12 x 10m
Corymbia maculata 'Little Mac'	Little Mac Dwarf Spotted Gum	10 x 7.0m
Melia azedarach	White Cedar	10 x 8.0m
Pyrus ussuriensis ssp ovoidea	Manchurian Pear	12 x 7.0m
Ulmus parvifolia 'Todd'	Todd Chinese Elm	10 x 11m
Small Trees (>8mH)		
Acca sellowiana	Feijoa Tree	5.0 x 3.0m
Allocasuarina verticulata	Drooping Sheoak	8.0 x 60m
Citrus limon	Lemon Tree	3.0 x 2.0m
Lagerstoemia indica x L. fauriei 'Biloxi	Biloxi Crepe Myrtle	7.0 x 5.0m
Pistacia chinensis	Chinese Pistachio	8.0 x 6.0m
Large Shrubs (>2mH)		
Acacia acinacea	Gold Dust Wattle	2.0 x 1.5m
Callistemon pallidus	Lemon Bottlebrush	3.0 x 2.0m
Grevillea 'Robyn Gordon'	Hybrid grevillea	2.0 x 3.0m
Melaleuca decussata	Cross leaved honey Myrtle	3.0 x 3.0m
Westringia fruticosa	Coast Rosemary	2.0 x 1.0m
Medium Shrubs (1-2m H)		
Acacia cognata 'Winter Flame'	Winter Flame Bower Wattle	0.8 x 1.0m
Anigozanthos species	Kangaroo Paw	1.0 x 0.8m
Lavandula sp.	Lavender	1.0 x 1.2m
Leucophyta brownii	Cushion Bush	1.0 x 1.0m
Melaleuca wilsonii	Violet Honey Myrtle	1.5 x 2.0m
Small Shrubs (<1m H)		
Banksia intergrifolia 'Roller Coaster'	Prostrate Banksia	0.4 x 2.5m
Rhagodia spinescens 'Aussie Flat Bush'	Seaberry Saltbush	0.5 x 1.0m
Rosmarinus officinalis 'Prostratus'	Prostrate Rosemary	0.3 x 0.9m
Veronica perfoliata	Diggers Speedwell	0.8 x 0.8m
Westringia 'Grey Box'	Native Rosemary	0.5 x 0.5m
Groundcovers		
Casuarina glauca 'Cousin It'	Cousin It Swamp Sheoak	0.1 x 1.5m
Carpobrotus rossii	Pig Face	0.5 x 0.4m
Kennedia prostrata	Running Postman	0.2 x 1.5m
Myoporum parvifolium	Creeping Boobialla	0.2 x 1.2m
Rhagodia spinescens 'Aussie Flat Bush'	Seaberry Saltbush	0.4 x 1.0m
Grasses		
Dianella longifolia	Cousin It Swamp Sheoak	0.1 x 1.5m
Dianella revoluta 'Little Rev'	Pig Face	0.5 x 0.4m
Lomandra longifolia 'Tanika'	Running Postman	0.2 x 1.5m
Pennisetum alopecuroides 'Nafra'	Creeping Boobialla	0.2 x 1.2m
Poa labillardieri	Seaberry Saltbush	0.4 x 1.0m

PART SEVEN

PEPPERCORN HILL DESIGN PANEL

The Peppercorn Hill Design Panel welcomes enquiries about the Guidelines and encourages you to discuss your preliminary plans to avoid unnecessary delay due to non-compliance.

The Design Panel can provide advice about good siting and appropriate materials and colours for your house and will help you finalise your plans so that they comply with the Guidelines.

7.1 Dwelling Approval

All house plans at Peppercorn Hill require approval from the Peppercorn Hill Design Panel. The following plans and information are required to achieve design approval:

- Application form and Checklist
- Site plan, showing:
 - House and garage footprint

- Dimensioned setbacks from all boundaries
- Driveway and path location, material and colour
- Fencing location and height

- Floor plan/s with all dimensions
- All elevations
- Sections
- Details of external elements (i.e. garage wall on boundary details)
- Schedule of materials and colours.

7.2 Other features to be shown:

- Details of any cut and fill proposed to create the building platform and driveway, final levels and any retaining wall proposed.

- The location of external fixtures:

- satellite dishes
- clothesline
- garden shed(s)
- solar water heater, hot water service, ducted heating unit
- air conditioner/evaporative cooler
- photovoltaic cells
- rainwater tanks
- letterbox
- meter box

Application documents must be emailed to: peppercornhilldesignpanel@denniscorp.com.au

If your plans comply with the Guidelines, the Peppercorn Hill Design Panel will endeavour to approve your plans within 10 business days.

In addition to the Peppercorn Hill Design Panel approval, you will be required to obtain a separate Building Permit from your Registered Building Surveyor prior to the commencement of construction.



PART EIGHT: INFORMATION CHECKLIST

8.1 Dwelling Information Sheet

Peppercorn Hill Design and Siting Guidelines apply to the siting and design of houses at Peppercorn Hill. The following checklist will ensure that your house plan complies with the design Guidelines to enable consideration by the Peppercorn Hill Design Panel.

Peppercorn Hill Guidelines Checklist is also available to download online at www.peppercornhill.com.au/designguidelines

Complete and attach this coversheet and checklist to your application to the Peppercorn Hill Design Panel.

Peppercorn Hill Allotment Details

Lot Number _____

Street _____

Owner Details

Full Name _____

Mailing Address _____

Phone BH _____

Mobile _____

Email _____

Design Details

House Type _____

We certify that the information in the attached application is a true and accurate representation of the home I / We intend to construct.

In the event that changes are made to the proposed plans, I / We undertake to resubmit this application for approval of such changes.

Builders Details

Contact Name _____

Company _____

Mailing Address _____

Phone BH _____

Mobile _____

Email _____

Façade Type _____

Signed _____

Name in print _____

Date _____

8.2 Checklist

YES NO

BAL lots

Have investigations into BAL requirements taken place?

☐ ☐

If yes, have the BAL requirements been taken into consideration in the proposed house design?

☐ ☐

Landmark Lots

Is the property a Landmark Lot?

☐ ☐

If yes, have all additional requirements been satisfied?

☐ ☐

House Setbacks from front, side and rear

Are the required setbacks on the Plan of Subdivision achieved?

☐ ☐

Does a porch, verandah, pergola, eaves, fascia and gutters sit within the allowable encroachment?

☐ ☐

Materials and Colours

Is the requirement for no lightweight infill panels over the front façade windows and garage doors achieved?

☐ ☐

Is there special emphasis on the elevations that address the streets and public spaces?

☐ ☐

Is the front façade articulated?

☐ ☐

Is the garage door panel lift or sectional?

☐ ☐

Does the schedule of materials and colours show the details for the following items:

• Walls

☐ ☐

• Roof

☐ ☐

• Gutter/Fascia/Downpipes/ Barge/Barge Capping

☐ ☐

• Garage Door

☐ ☐

• Front Door

☐ ☐

• Render

☐ ☐

• Other Façade Elements eg. feature beams, stone stacks etc

☐ ☐

• Driveways/Paths

☐ ☐

• Meter box

☐ ☐

• Air-conditioning/Evaporative cooling Units

☐ ☐

House Orientation

Does the house present an identifiable entrance to the street?

☐ ☐

	YES	NO
Roof Pitch		
Is the roof pitch 22.5 degrees or more?	☐	☐
External Fixtures		
Is the requirement that all external fixtures are not visible from the street achieved?	☐	☐
Corner Block		
Is the 2 metres setback from the secondary street frontage achieved?	☐	☐
Does the house address both the principal and secondary street frontages?	☐	☐
Does the house have adequately articulated façades?	☐	☐
Do the architectural elements used in the main façade replicate on the secondary frontage?	☐	☐
Is the side fence setback a minimum of 3 metres from the front building line on the secondary frontage?	☐	☐
Are any hot water unit, heating, air conditioning or other plant and equipment concealed by the side fence?	☐	☐
Fences		
Is the rear and side fencing behind the front wall of the Dwelling timber, paling, capped and lapped a maximum height of 2 metres?	☐	☐
Parking your Car		
Is the garage or carport setback a minimum of 0.5 metres behind the front building line of the house?	☐	☐
Does the construction of the garage match that of the house?	☐	☐
Is the garage setback a minimum of 5 metres?	☐	☐
Access and Driveways		
Is there only one driveway?	☐	☐
Is the driveway proposed with an approved finish?	☐	☐
Is the driveway not wider than 4.0 metres and matching crossover width at property boundary?	☐	☐
Is there planting between the driveway and property boundary?	☐	☐
Parking of Recreational Vehicles and Trailers		
Is parking of a recreational vehicle and trailer required?	☐	☐
If yes, will it be accommodated so it is not visible from the street?	☐	☐







FOR FURTHER INFORMATION PLEASE CALL:

1300 266 291

These Design and Siting Guidelines form part of the contract of sale and are binding. Photos, maps, plans and descriptions are for illustration only and may differ from final built form. Information is correct as of publication date but may change due to Government/Council requirements or other reasons. Your contract of sale will set out all binding terms and up-to-date information. Prospective buyers should make and rely on their own enquiries and seek independent legal and financial advice before entering into any binding obligations. DPJ (Woodstock) Pty Ltd is the Project Manager for DPJ (Woodstock) Developments Pty Ltd. The Peppercorn Hill trade mark used under licence to 2019.

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

Page 1 of 1

VOLUME 12608 FOLIO 353

Security no : 124129829061J
Produced 12/11/2025 10:55 AM

LAND DESCRIPTION

Lot 2914 on Plan of Subdivision 828074D.
PARENT TITLE Volume 12596 Folio 974
Created by instrument PS828074D 29/04/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LYNETT NHANHANGA
HANDSON THOMAS TAKUDZWA NHANHANGA both of UNIT 3 30 VERNEY NORTH ROAD
CONGUPNA VIC 3633
AZ167908W 20/05/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ167909U 20/05/2025
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS828074D 29/04/2025

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW491508F 25/01/2023

DIAGRAM LOCATION

SEE PS828074D 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: 7 MERYLA ROAD DONNYBROOK VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 20/05/2025

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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

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

Produced 12/11/2025 10:55:46 AM

Status	Registered	Dealing Number	AZ167909U
Date and Time Lodged	20/05/2025 03:42:12 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	90507333793 soli SWM

MORTGAGE

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

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

12608/353

Mortgagor

Given Name(s)	HANDSON THOMAS TAKUDZWA
Family Name	NHANHANGA
Given Name(s)	LYNETT
Family Name	NHANHANGA

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian Credit Licence	234945
Address	
Floor Type	LEVEL
Floor Number	1



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Number 11
Street Name HARBOUR
Street Type STREET
Locality SYDNEY
State NSW
Postcode 2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA9483

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage. 2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum. 3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage. 4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement. 4A. This mortgage and the Memorandum incorporated into it, contains one or more references to an off-Register document, the provisions of which do not affect any of the essential terms of the mortgage. 5. You agree to comply with the provisions of the Memorandum. 6. If this mortgage is a mortgage of a registered lease, the Memorandum is varied as follows: By adding at the end of Clause A3.1(h): (iv) you have not transferred your interest as lessee of The Property; and (v) you have told us if you have a sub-tenant in The Property.

Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	COMMONWEALTH BANK OF AUSTRALIA
Signer Name	CALVIN WU
Signer Organisation	COMMONWEALTH BANK OF AUSTRALIA
Signer Role	AUTHORISED SIGNATORY
Execution Date	09 MAY 2025

File Notes:

NIL

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

Statement End.

**Memorandum of common provisions
for mortgages or annuity charges
Section 91A Transfer of Land Act 1958**

AA9483

Privacy Collection Statement

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

Lodged by	Commonwealth Bank of Australia ABN 48 123 123 124
Name:	Connie Napoli
Phone:	0416 187 029
Address:	1 Locomotive Street South Eveleigh NSW 2015
Reference:	CBA Memorandum of Common Provisions
Customer code:	15940N

This memorandum contains provisions which are intended for inclusion in mortgages or annuity charges to be subsequently lodged for registration under section 74 of the *Transfer of Land Act 1958*.

Off-Register documents

This memorandum must include one of the options below. The remaining options must be deleted:

1. This memorandum contains one or more references to an off-Register document, the provisions of which DO NOT AFFECT any of the essential terms (land, parties or term) of the mortgage or charge into which this memorandum is incorporated.
- ~~2. This memorandum contains one or more references to an off-Register document, the provisions of which AFFECT one or more of the essential terms (land, parties or term) of the mortgage or charge into which this memorandum is incorporated and these provisions are set out in full in this memorandum.~~
- ~~3. This memorandum does not contain any references to off-Register documents.~~

Provisions:

Key words

The meaning of words printed Like This and of some other common key words is explained in clause A1.

35392012B

V1

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. Covenants relating to other documents (e.g loan agreements and guarantees) should not be included.
4. To be used for the inclusion of provisions in instruments.

91ATLA

Page 1 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

AA9483

Contents	Clause number
PART A – All mortgages	
Meaning of words	A1
How this mortgage affects you and The Property	A2
Your declarations	A3
What you undertake in this mortgage	
Complying with this mortgage	A4
Rates, taxes and levies	A5
Looking after The Property	A6
Insurance	A7
Insurance claims	A8
Building and other work	A9
The Property and adjoining land	A10
Dealings - <i>for example</i> selling, renting or mortgaging	A11
Other securities	A12
Caveats	A13
Crown Land	A14
Rural land	A15
Consents	A16
Payments as compensation, <i>for example</i> for compulsory acquisition of The Property	A17
Administrative matters	A18
How you must comply with this mortgage	A19
Things we may do at any time	A20
What can happen if you are in default	
When are you in default?	A21
What can happen then?	A22
What happens to money we receive	A23

Contents	Clause number
General matters	
Notices and other communications	A24
Statements of amount payable	A25
How we may exercise our rights	A26
Your obligations and our rights are unaffected	A27
Variation or waiver	A28
Power of attorney	A29
Receiver	A30
Governing law and jurisdiction	A31
Certificate of title	A32
Victorian mortgages only	A33
PART B - Mortgages securing unregulated credit	
Extended definition of Amount Owing	B1
Interest on Amount Owing	B2
No merger upon judgment	B3
[Deleted]	B4
[Deleted]	B5
Additional rights on default	B6
Protection of third parties	B7
Application of moneys received by receiver	B8
Costs, charges and expenses	B9
This mortgage not affected by changes in mortgagor	B10
Licensed premises	B11
Suspension of mortgagor's rights	B12
Nature of obligations and enforcement	B13
Exclusion of laws	B14

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

AA9483

PART A – All mortgages

- ***This mortgage secures all Amounts Owing under any Secured Agreement.***
- ***Once you enter into a Secured Agreement with us relating to credit to which no Consumer Credit Law applies, then Part B applies and this mortgage also secures all other Amounts Owing as set out in Part B.***

A1. Meaning of words

'Amount Owing' means, when Part B does not apply, all money which one or more of you owe us, or will or may owe us in the future, under a Secured Agreement and this mortgage or either of them.

When Part B applies, Amount Owing has the meaning set out in Part B.

'Authorised Officer' includes each of our officers within the meaning given to that word in the Corporations Act, *for example* each of our officers whose position title is or includes the word 'manager' or the word 'executive'.

'Consumer Credit Law' means the National Consumer Credit Protection Act 2009 (Commonwealth) (*including* the National Credit Code) and the regulations made under that Act (all as amended from time to time).

'Corporations Act' means the Corporations Act 2001 (Cth) and any regulations made under the Act.

'Crown Land' means land of the Crown (ie the State or Territory) occupied by a Person not as freehold but under a lease, licence or other right granted by the Crown (*for example*, land described as 'State Tenure' or 'Crown Lease').

'Governing Body' means each entity which administers any Shared Scheme of which The Property is part.

'Guarantee' includes a guarantee, guarantee and indemnity, indemnity, letter of credit or legally binding letter of comfort, suretyship, performance bond, acceptance or endorsement, or other undertaking or obligation.

'Land Law' means any law of the State or Territory in which The Property is located applicable to this mortgage relating to the registration of mortgages, *including* a law adopting the "Electronic Conveyancing National Law", or to the giving of default notices prior to the enforcement of real property mortgages.

'Licence' includes any right, licence, entitlement, permit, approval, accreditation, certification, allocation, quota, certificate of registration or authority (*for example*, liquor licence, authority to develop The Property).

'Own', when it is used in relation to land, means holding an estate or interest in land that can be mortgaged to us, *for example* being the registered proprietor, the registered holder, the registered lessee or Crown lessee or the holder of an estate in fee simple, and 'Owner' has the corresponding meaning.

'Person' includes an individual, a firm, a body corporate, an unincorporated association or an authority.

'The Property' means each one or more of the following which the context allows:

91ATLA

V3

Page 3 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- (a) the land described in this mortgage;
- (b) each fixture, structure or improvement on the land or fixed to it;
- (c) all of your estate and interest in the land *including* any growing or native crops on the land;
- (d) each lease described in this mortgage, all of your estate and interest in the lease and any replacement or variation of the lease;
- (e) all rights and Licences attaching to the land or to your estate or interest in it. *For example* rights under any insurance policy, rights to use water on rural land, rights under any builder's warranty, guarantee or insurance relating to The Property or any Works, rights to purchase or convert title, rights granted to you under any lease, and rights to claim or receive a payment of money by way of compensation because you Own or Owned The Property; and
- (f) all rights you hold as licensee under the law for sale of liquor, operation of gaming machines or conduct of a club on The Property, *including* any right to claim or receive a payment of money because you hold or held such Licence.

'Relative' means any of the following in relation to an individual:

- (a) a spouse (*including* a former spouse, a de facto spouse and a former de facto spouse);
- (b) a child or an adult child (*including* an adopted child, a step-child or an ex-nuptial child);
- (c) a parent, grandparent, grandchild or sibling;
- (d) an aunt or uncle who is a sibling of a parent of the individual or of the individual's legally appointed guardian.

'Secured Agreement' means:

- (a) an agreement between one or more of you and us (*including* a Guarantee given by one or more of you) whenever made, under which you undertake to pay or repay us money or indemnify us;
- (b) any agreement which you acknowledge in writing (*including* by electronic communication) to be an agreement to which this mortgage extends; and
- (c) any such agreement as varied, replaced or novated.

'Security' means any security for the payment of money or performance of obligations *including* a mortgage, charge, lien, security interest, pledge or flawed asset arrangement.

'Shared Scheme' means each scheme or plan which is regulated by a Shared Scheme Law and which affects The Property. *For example* home units, strata titles, town houses and properties in integrated developments are properties that are often part of a Shared Scheme.

'Shared Scheme Law' means any law which provides for the:

- (a) subdivision and development of land with shared property;
- (b) subdivision of buildings;
- (c) management of land which is subdivided and has shared property; or
- (d) management of subdivided buildings.

'we', 'our' and 'us' means the Person named in this mortgage as mortgagee and its successors and assigns.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

'Works' means building work, excavation or earthworks on The Property, work demolishing any part of The Property, or any building or development work required in connection with The Property by an authority.

'you' and 'your' means the Person or Persons named in this mortgage as mortgagor. If there is more than one, 'you' means each of them separately and every two or more of them jointly. If the Person or Persons enters into this mortgage as trustee of any trust or trusts, then it includes them in their personal capacity and in their capacity as trustee of the relevant trust or trusts. 'You' includes your executors, administrators and assigns.

A reference in this mortgage to:

- (a) the singular includes the plural and vice versa;
- (b) '*including*' or '*for example*' when introducing an example does not limit the meaning of the words to which the example relates, to that example or examples of a similar kind;
- (c) a document includes any variation, novation or replacement of it;
- (d) law means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them);
- (e) any thing includes the whole and each part of it.

A2. How this mortgage affects you and The Property

A2.1 By signing this mortgage, you mortgage The Property to us to secure the punctual payment of the Amount Owing and you undertake the obligations set out in this mortgage in return for the things we do when we enter into a Secured Agreement. You also give us rights concerning you and The Property.

For example, we can take possession of and sell The Property if you fail to do what you must do under this mortgage. If the proceeds from the sale of The Property are not enough to repay what you owe us, then, unless we have told you otherwise in writing, we can ask you to pay the difference between the sale proceeds and what you owe us, even after The Property is released from this mortgage. The same applies if The Property is forfeited or compulsorily acquired by an authority.

A2.2 You authorise us to do all things reasonably necessary to register this mortgage in accordance with the Land Law, *including* digitally signing an electronic counterpart of this mortgage to enable its electronic registration.

A2.3 You are liable for all the obligations under this mortgage both separately on your own and jointly with any one or more other Persons named in this mortgage as mortgagor, except where clause A2.4 applies.

A2.4 Where there is more than one of you and only some of you are liable for a part of the Amount Owing, then only the interest in The Property of those who are liable secures that liability. We may vary the agreement under which that liability arises by agreement with those Persons without the consent of the rest of you and this will not discharge or affect this mortgage.

A2.5 This mortgage remains in effect despite the death or bankruptcy of any one of you or (if you are a corporation) the making of an order for winding up or the appointment of an administrator.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

A2.6 When there is no Amount Owning, we will release The Property from this mortgage when you ask us to do so.

(If the Secured Agreement is a Guarantee, it is a term of the Guarantee that we have the right to refuse to give a discharge of this mortgage in certain circumstances.)

A3. Your declarations

A3.1 You declare that:

- (a) you Own The Property or will Own it by the time this mortgage takes effect;
- (b) you have told us about all material rights affecting The Property and those which are proposed to affect The Property of which you are aware. Rights affecting The Property include easements, leases, other mortgages and the rights of any beneficiary under a trust, of a tenant in The Property, of any other person in possession of The Property and of a purchaser of The Property (*including* under a contract where the purchase price is payable by two or more payments besides the deposit);
- (c) you do not breach any law, any authority or any obligation to any other Person by signing this mortgage;
- (d) all the information you have given us in connection with this mortgage and each Secured Agreement is materially correct, complete and not misleading;
- (e) you have not withheld any information of which you are aware and which might have caused us not to enter into this mortgage or a Secured Agreement (*for example*, material current or threatened legal proceedings relating to The Property);
- (f) you have told us about any structure on adjoining land that encroaches on The Property and any structure on The Property that encroaches on adjoining land;
- (g) The Property is free from any unlawful contamination, of which you are aware and your use and occupation of The Property does not materially breach any law;
- (h) if you hold The Property under a lease or a lease is or forms part of The Property:
 - (i) you have complied with all your material obligations under the lease;
 - (ii) as far as you are aware, the lease is legally binding on you and the lessor; and
 - (iii) at the time this mortgage takes effect, you have not surrendered the lease, and the lessor has no cause or right to terminate the lease and re-enter the leased premises;
- (i) there is no pending or existing claim or declaration, of which you are aware that The Property is of significance to aboriginal peoples or subject to native title;
- (j) if you sign this mortgage as trustee of a trust:
 - (i) this mortgage binds you both personally and as trustee of the trust and secures Secured Agreements entered into by you both personally and as trustee of the trust;
 - (ii) your right to a full indemnity out of the trust fund is continuing and you have not released or disposed of your equitable lien over the trust fund;
 - (iii) you have complied with all fiduciary obligations as trustee of the trust and signing this mortgage is within your authority as trustee; and

91ATLA

V3

Page 6 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

- (iv) you have disclosed to us full particulars of the trust as at the date of this mortgage;
- (k) you exercise due care and take all necessary precautions to detect and prevent materially breaching any law which results in pollution of or harm to the environment or to any Person The Property;
- (l) except for vacant land:
 - (i) all certificates and approvals in respect of The Property are held, or will be held by the time this mortgage takes effect, to enable you to occupy and use The Property; or
 - (ii) you need this mortgage to be able to carry out the work required to obtain such certificates or approvals.

You acknowledge that we rely on these declarations when we enter into this mortgage.

- A3.2 You repeat all the declarations in clause A3.1, and you acknowledge that we rely on them, each time:
- (a) you ask us for credit under a Secured Agreement;
 - (b) you acknowledge that another agreement is to be a Secured Agreement; or
 - (c) you accept an extension or variation of your liabilities under a Secured Agreement.

What you undertake in this mortgage

A4. Complying with this mortgage

- A4.1 You must pay us the Amount Owing for which you are liable at the time agreed by you, or if no time has been agreed, when we ask (which we may do on one or more occasions).
- A4.2 You must ensure that you are not in default under this mortgage. You must also carry out on time all your obligations under every Secured Agreement.
- A4.3 When we release The Property from this mortgage, your following obligations continue:
- (a) to pay the Amount Owing except to the extent we have told you otherwise in writing (*for example* if we told you that your liability in respect of the Secured Agreement is limited to the value of The Property);
 - (b) under clause A27.2 and clause B6(a); and
 - (c) under clauses A18.2 and A29, but only to the extent necessary to ensure we can exercise our rights under clause A27.2 or where you induced us to give the release by making an incorrect statement.

A5. Rates, taxes and levies

You must pay on time all amounts for which you are liable as Owner of The Property, *including* rates, taxes, rents and Shared Scheme levies.

A6. Looking after The Property

- A6.1 You must:
- (a) keep The Property in good condition and promptly fix any material defect and damage;
 - (b) not do anything or allow anything to be done that might materially lower the value of The Property or put at risk our security interest in The Property;

91ATLA

V3

Page 7 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- (c) tell us if The Property is seriously damaged or is defective;
- (d) remove any contaminant and clean up any unlawful contamination. If The Property is contaminated, take all reasonable steps to ensure that no contaminant is released or escapes from The Property;
- (e) use your best endeavours to comply with all laws, requirements, orders and notices of authorities in connection with or relating to The Property;
- (f) comply with and maintain all Licences;
- (g) tell us promptly of:
 - (i) the existence of any material unlawful contamination of or emanating from The Property and details of any clean up undertaken or to be undertaken;
 - (ii) the receipt of any material penalty notices or directions to 'clean-up' The Property issued by any authority or regulator;
 - (iii) the receipt of any material notice or complaint from any authority or regulator that has not been answered to the satisfaction of the complainant, alleging that your activities on The Property are polluting the environment or that the carrying on of your business on The Property causes any public or private nuisance;
 - (iv) any revocation, suspension, modification or refusal or failure to renew any material authorisation or approval under any law relating to The Property or the conduct of your business;
 - (v) any material notice or claim (*including* any native title claim) or any condition imposed under law which could adversely affect the value of The Property; and
 - (vi) the commencement of any material proceedings, claims or suits, the issue of any orders or the imposition of any penalty for a contravention of a law relating to The Property.

A6.2 If The Property is part of a Shared Scheme (*for example*, a townhouse or home unit), you must:

- (a) use your reasonable endeavours to comply with the by-laws, rules or articles of the Shared Scheme;
- (b) vote at any Governing Body meeting following any reasonable directions we give you to protect The Property, its value or the shared property;
- (c) use your best endeavours to ensure that your rights under the Shared Scheme are not varied in a way that adversely affects our security interest in The Property and tell us promptly if they are; and
- (d) tell us promptly of any proposal which may materially affect the value of The Property or the shared property to vary, substitute or terminate the Shared Scheme or its by-laws, rules or articles.

A6.3 If you hold The Property under a lease or a lease is or forms part of The Property, then:

- (a) if we ask, you must ensure that the lessor enters into an agreement with us on terms acceptable to us (acting reasonably) which will include giving us the right to remedy any default by you before the lessor re-enters the leasehold premises;

91ATLA

V3

Page 8 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

- (b) you must comply with your obligations under the lease;
- (c) you must not, without first telling us and obtaining our consent (such consent not to be unreasonably withheld): (i) grant or accept the surrender, forfeit or cancellation of the lease; (ii) enter into or vary the lease in a way which materially adversely affects the value of The Property; and (iii) if the lease includes the use of chattels, permanently remove any of the chattels from the premises (except for their repair or replacement in the ordinary course of business);
- (d) you must tell us promptly if an event occurs or is likely to occur which may result in the lease being surrendered, forfeited, cancelled or otherwise materially adversely affected; and
- (e) if, under the terms of a Secured Agreement there will remain some of the Amount Owning at the end of the lease term, you must:
 - (i) apply for a renewal or extension of the lease:
 - (A) at the earliest date on which any option for renewal under the lease may be exercised; or
 - (B) in cases where there is no option or the time for its exercise has not arisen, no later than 12 months before the end of the lease term; and
 - (ii) do anything we reasonably ask to provide us with effective Security over the renewed or extended lease or over any new lease.

A7. Insurance

- A7.1 (a) You must maintain insurance over The Property and any Works against fire and other usual risks for the full insurable value of The Property and any Works on a replacement and reinstatement basis;
- (b) Each policy must note our interest as mortgagee and be on terms and for an amount which are to our reasonable satisfaction; and
- (c) You must use your best endeavours to comply with the terms and conditions of each policy.
- A7.2 Clause A7.1 does not apply if The Property is part of a Shared Scheme and the Governing Body is required by law to maintain insurance over The Property. In that case, you must use your best endeavours to ensure that the Governing Body maintains whatever insurance it is required to by law and tell us promptly if, for any reason, there is no adequate insurance cover over The Property.
- A7.3 You must produce evidence to our reasonable satisfaction of current insurance cover whenever we ask for it.
- A7.4 You must do all that you reasonably can to ensure that the insurance cover remains current and is not reduced, cancelled or allowed to lapse and you must tell us promptly if it is or could be.
- A7.5 If we reasonably require, you must assign to us your interest under the policy of insurance referred to in clause A7.1(a).

A8. Insurance claims

- A8.1 You must tell us promptly if you have a right to a material claim for serious damage under any insurance policy relating to or connected with The Property.

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- A8.2 You must ensure that the benefit of any material insurance claim proceeds to which you are entitled is received by you or us. If the proceeds are for serious damage to The Property and you receive them:
- (a) you must tell us promptly;
 - (b) you hold the proceeds for us and you must pay us so much of them towards the Amount Owing as we reasonably require as soon as we ask you; and
 - (c) you must use them as we reasonably direct, *including* to reinstate The Property or carry out other Works.
- A8.3 When the insurance claim proceeds are paid to and held by a Governing Body, then:
- (a) you must do your best to ensure that the proceeds are used to reinstate The Property or carry out other Works; or
 - (b) if the Shared Scheme is terminated and you receive your share of the proceeds following the termination, you hold your share for us. When we ask, you must pay us so much of your share as we require towards payment of the Amount Owing.
- A8.4 You must tell us if a material insurance claim for serious damage is refused either in part or in full.
- A8.5 If we notify you, we may take over your rights to make, pursue or settle an insurance claim. We will exercise our rights in a reasonable manner and taking into consideration your interests in the claim and our rights under the Security.
- A8.6 If we receive insurance claim proceeds, we may use them to reinstate The Property or use the proceeds as set out in clause A23.
- A9. Building and other work**
- A9.1 When Works are undertaken, you must:
- (a) get all necessary approvals from authorities (and the Governing Body if The Property is part of a Shared Scheme) before you carry out the Works or enter into a contract to have them carried out;
 - (b) comply with all laws, requirements of authorities, easements and covenants which affect the Works;
 - (c) use your reasonable endeavour to ensure that the Works are done competently and completed within a reasonable time and in accordance with the contract for Works;
 - (d) obtain and give us relevant certificates which we reasonably require (*for example*, certificates of satisfactory completion or compliance); and
 - (e) use your reasonable endeavours to ensure that the cost of labour and materials required for the Works is in accordance with the amount stated in the contract for the Works or any other amount to which we have agreed.
- A9.2 Any monitoring of the Works by us will be for our own purposes. We do not hold ourselves out as exercising care or skill in doing so. Your obligations under clause A9.1(c) are not affected by this clause A9.2.
- A9.3 If we lend you money for Works:

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

- (a) you must obtain our consent to the contract for the Works. Such consent will not be unreasonably withheld;
- (b) you agree that we may enter into an agreement with the Person or Persons carrying out the Works on terms acceptable to us (acting reasonably) *including* giving us the right to remedy any default;
- (c) you must not agree to a material variation in any contract for the Works without our consent (which will not be unreasonably withheld);
- (d) you must promptly give us copies of any notices received from any Person under any contract for the Works; and
- (e) you must comply with the terms of each contract for the Works.

A10. The Property and adjoining land

A10.1 If any part of a structure on The Property encroaches on adjoining land, then, if we ask, you must, as we reasonably require:

- (a) correct the encroachment;
- (b) obtain an easement or other permission acceptable to us to allow it to continue; or
- (c) become the Owner of the encroached land.

A10.2 As further Security for payment of the Amount Owing, you must mortgage to us on the same terms as this mortgage any encroached land of which you become the Owner.

A10.3 If we reasonably require, you must have any encroachment on The Property from adjoining land removed.

A11. Dealings - *for example* selling, renting or mortgaging

Unless you first get our written consent (see clause A16), you must not:

- (a) sell The Property (although you may list The Property for sale without obtaining our prior consent;
- (b) rent out The Property or agree to a surrender or variation of any rental agreement we consent to. Our consent to your renting out The Property will not be required if the lease is to an individual for residential purposes unless any one or more of the following apply:
 - (i) the Secured Agreement is for a loan which we advanced to you to buy or build a home to live in on The Property;
 - (ii) the term of the lease and any option for renewal, when added together, is or exceeds 3 years;
 - (iii) the rent payable is less than that which you told us you expect to receive;
 - (iv) the lease contains an option to purchase; or
 - (v) the tenant is a Relative of yours or, if you are a corporation, is one of your directors or a Relative of a director;
- (c) create another material Security over The Property, (unless by law our consent is not required, in which case, before you do so, you must tell us and if required by us ensure that a priority deed in a form acceptable to us is entered into by the party to whom you grant the Security);

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- (d) dispose of, deal with, vary (or allow to be varied) or part with possession of:
 - (i) any estate or interest in The Property; or
 - (ii) any rights or benefits in connection with The Property (*including* rights to air space, plot ratio, floor space ratio or other similar ratio); or
 - (iii) any estate or interest in connection with any lease or Licence to use or occupy The Property;
- (e) subdivide or consolidate The Property;
- (f) consent to the grant of a mining tenement over or in relation to The Property;
- (g) create, release or vary an easement, covenant or public right of way which relates to The Property or allow one to arise; or
- (h) deal in any other material way (for example by way of mortgage, trust, assignment or novation) with The Property or this mortgage or any interest in them.

A12. Other securities

Our consent to another Security over The Property may depend on whether we are able to negotiate an agreement reasonably acceptable to us regarding the priority between this mortgage and the other Security (see clause A16).

A13. Caveats

If we request it, you must do everything necessary to remove any caveat placed on The Property without our consent. (A caveat is a warning, noted in the official title register, restricting dealings with The Property, *for example*, its sale.)

A14. Crown Land

If The Property is held under any law relating to Crown Land, you must:

- (a) mortgage to us on the same terms as this mortgage and as further Security for payment of the Amount Owing, any estate or interest in land or other property which the rights you have from the Crown are converted into or which you become Owner of because you Own the Crown Land property; and
- (b) if it is permissible to do so and we ask you, convert or join with us in converting the Crown Land property into another form of land tenure, *for example* into freehold tenure. We will only ask you to do this if it is reasonable to do so.

A15. Rural land

If any of The Property is used for grazing, farming, horticultural or agricultural purposes, you must:

- (a) do all things reasonably necessary to manage and preserve it properly and efficiently, *including* by taking suitable action (*for example*, fencing and spraying) to keep it free from pests and harmful vegetation;
- (b) if we reasonably require, secure to us any crop produced on The Property on terms we reasonably require, as further Security for payment of the Amount Owing;

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

- (c) not give Security over any crop produced on The Property without our consent (see clause A16); and
- (d) not deal with any quota or contract for producing or selling crops or produce capable of being produced on The Property or do anything which could cause a quota or contract to be forfeited or cancelled without our consent (see clause A16).

A16. Consents

We will only refuse our consent if it is reasonable to refuse it. If we give our consent we may impose reasonable conditions. You must comply with all our requirements in any consent we give in connection with this mortgage.

A17. Payments as compensation, *for example* for compulsory acquisition of The Property

- A17.1 You must tell us if you have a material right to claim or receive a payment of money by way of compensation because you Own The Property.
- A17.2 We may take over your material rights to make, pursue or settle your claim. We will tell you if we want to do so. We may then exercise those rights at our reasonable discretion (*including* signing releases for the payment in your name or ours) having regard to your rights under the claim and our rights under the Security. If we leave it to you to claim payment, you must do so as we reasonably direct. When we do anything under this clause A17.2, we must act reasonably.
- A17.3 If we take over a claim under clause A17.2 you must do everything that we reasonably require to assist us with the claim and the prompt resolution of the claim.
- A17.4 You must do your best to ensure that any compensation payment is made to us. If the payment is made to you, you hold the money for us and you must pay so much of that money to us toward payment of the Amount Owning as we reasonably require and as soon as we ask you. (In each case, we must then use the money as set out in clause A23.)

A18. Administrative matters

- A18.1 You must deposit with us any documents of title, leases or tenancy agreements relating to The Property. But you need not deposit them with us if another Person has a Security over The Property which has priority over this mortgage and that Person is holding those documents or agreements.
- A18.2 You must do anything we reasonably ask (*for example* obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed):
 - (a) to provide more effective Security over The Property for the payment of the Amount Owning;
 - (b) to enable us to register this mortgage with the agreed priority;
 - (c) to enable us to exercise our rights in connection with The Property;
 - (d) to ensure that each agreement which is intended to be covered by this mortgage becomes a Secured Agreement;
 - (e) to enable us to register the power of attorney in clause A29 or a similar power; or
 - (f) to show us whether you are complying with this mortgage.
- A18.3 If we ask, you must give us any information or documents we reasonably require about or affecting:

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- (a) The Property or any Works;
- (b) the Shared Scheme, if The Property is part of a Shared Scheme;
- (c) any lease, Licence, tenancy or other arrangement in connection with The Property; or
- (d) this mortgage.

A19. How you must comply with this mortgage

- A19.1 Everything you must do under this mortgage must be done reasonably promptly and to our reasonable satisfaction.
- A19.2 You must pay for anything which you must do under this mortgage.

A20. Things we may do at any time

- A20.1 We may assign or otherwise deal with our rights under this mortgage or any Secured Agreement in any way we consider appropriate (for example, as part of a sale of business or a business restructure; for the purposes of a securitization, the issue of covered bonds or similar funding arrangement; or if we sell your debt to another party such as a debt collector). If you receive notice of such assignment, you can exercise against the assignee the same rights you have against us under this mortgage or Secured Agreement.
- A20.2 On reasonable notice and at reasonable times, we or any of our agents may enter The Property to:
- (a) inspect its condition or any Works;
 - (b) make reasonable enquiries in order to ascertain whether you are complying with this mortgage; or
 - (c) where reasonably necessary, carry out our rights under this mortgage.
- The requirement to provide reasonable notice may be dispensed with in cases of emergency.
- A20.3 You must give us and our agents all reasonable help to enter, *for example* by getting any consent necessary.
- A20.4 Acting reasonably, we or our agents may do anything which you should have done under this mortgage but which you have not done reasonably promptly and to our reasonable satisfaction, but we are not obliged to.

What can happen if you are in default

A21. When are you in default?

You are in default if:

- (a) you do not pay on time any of the Amount Owning; or
- (b) you default under a Secured Agreement.

A22. What can happen then?

- A22.1 If you are in default, we need not make funds available under any Secured Agreement.
- A22.2 If you are in default and we choose to enforce this mortgage, then, except in the cases described in clause A22.3, we will give you a notice before doing so. The notice must:

91ATLA

V3

Page 14 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

- (a) tell you what the default is; and
 - (b) give you not less than 30 days to fix the default (if it can be fixed)..
- A22.3 We need not give you a notice referred to in clause A22.2 or wait for the periods specified above where:
- (a) you are insolvent, or go into bankruptcy, administration or another insolvency process, or enforcement action is taken against you by us or another credit provider, unless we are required by a Consumer Credit Law or some other law to give you notice;
 - (b) we believe on reasonable grounds that:
 - (i) we were induced by fraud or misrepresentation to enter this mortgage or a Secured Agreement; or
 - (ii) it is necessary for us to act to manage an immediate risk (whether credit, legal or reputational in nature), *for example*, urgent action is necessary to protect The Property, or you or a guarantor have not complied with the law or any requirement of a statutory authority giving rise to legal or reputational risk for us;
 - (c) we have made reasonable attempts to locate you without success; or
 - (d) we are authorised by a court.
- A22.4 For the purposes of any Land Law which requires that you must be in default for a certain period of time before we give you the notice and allows the period to be fixed in the mortgage, the period is fixed at one day.
- A22.5 If we have given you a notice under clause A22.2 and you do not fix the default within the time allowed in the notice, or you are in default and we are not required to give you a notice, we may:
- (a) decide, without further notice to you, that the Amount Owing is due and payable immediately provided that, if this mortgage is subject to a Consumer Credit Law, in any default notice we have also told you the amount required to pay out the Secured Agreement and that we can exercise our acceleration rights under this clause if you do not remedy the default;
 - (b) take possession of The Property;
 - (c) manage The Property, *including* pay rent and receive rents and profits and any other payments which may be derived from The Property;
 - (d) sell, lease, subdivide or, where it is reasonable to do so, improve The Property;
 - (e) acting reasonably, do anything else with or to The Property that an Owner of The Property could do *including* compromise with or make concessions to lessees and licensees or accept the surrender, extension or renewal of a lease; and
 - (f) appoint any Person or any two or more Persons jointly and separately to be a receiver or receiver and manager to do such of the things in paragraphs (b), (c), (d) and (e) of this clause A22.5 as are set out in the receiver's terms of appointment and to exercise all powers of a receiver set out in the Corporations Act.
- We may do any or all of the above things in any order and we may do them at any time after the time stated in the notice elapses or, if we are not required to give you a notice, at any time.
- A22.6 If we enter into possession of The Property:

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

- (a) we may carry out Works on The Property if we decide that it is reasonably necessary to do so for us to:
 - (i) manage The Property;
 - (ii) restore The Property to good condition, *including* to make it safe;
 - (iii) prepare The Property for sale, lease or subdivision; or
 - (iv) do any combination of the above;
 - (b) if we ask, you must promptly remove all goods (such as furniture, or plant and equipment) which are not part of The Property and over which we do not have Security. If you do not do so, we may remove the goods from The Property and:
 - (i) store them in another place; or
 - (ii) if the goods have little or no value, dispose of them without notice to you.
- A22.7 In determining how to dispose of the goods, we may have them independently appraised or valued. Unless you can produce satisfactory evidence to the contrary, the independent appraisal or valuation is sufficient evidence of the condition or value (or both) of the goods.
- A22.8 If we store the goods in another place, we will give you notice promptly of the location of the goods. If you do not claim the goods within 30 days of the date of our notice we may:
- (a) leave the goods in storage and the manager of the place where your goods are stored may sell those goods to meet its charges for storing those goods; or
 - (b) sell those goods on your behalf and we will pay any proceeds of such sale into an account that we open with us in your name; or
 - (c) dispose of the goods in any other manner we choose, if the likely costs of sale exceed the value of the goods.
- A22.9 The reasonable costs of removal, delivery, storage, sale, or disposal are part of the Amount Owed. We may use the proceeds deposited in the account referred to in clause A22.8(b) to pay our reasonable costs of removal, delivery, storage, sale or disposal of the goods. After the goods have been sold or disposed of under this clause A22 and, if applicable, we have paid any proceeds into an account in your name or paid them to you by some other method (*for example*, by bank cheque), we will have no more liability to you for them.
- A22.10 We will act reasonably where we do anything under this clause A22.
- A22.11 You must pay us any reasonable amount reasonably incurred or spent by us in exercising any powers whilst we are in possession of The Property. *For example*, you must pay us the cost of Works we carry out on The Property. These costs are part of the reasonable enforcement expenses we may charge you under this mortgage (see clause A22.13).
- A22.12 If you are in default and we need not give you notice to fix it, then at any time we may do any of the things set out in paragraphs (a) to (f) of clause A22.5 and any of the things set out in clause A22.6.
- A22.13 You must pay us our reasonable enforcement expenses reasonably incurred or spent by us in exercising our rights in relation to your default.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

A23. What happens to money we receive

A23.1 We use any money we receive under this mortgage (other than any money we deal with under clause A22.8(b)) towards paying:

- (a) first, anyone with a prior claim;
- (b) second, the Amount Owing to the extent that any part of the Amount Owing is due for payment. If there are amounts due on more than one account, we may, acting reasonably, apportion the payment between those accounts or decide on the order of payment in any way we choose.

However, if money received represents proceeds of an insurance claim, we may use the moneys to reinstate The Property to good condition, or carry out any other work reasonably required.

We deal with the balance (if any) under clauses A23.2 and A23.3.

A23.2 The balance we refer to in clause A23.1 will be paid by us into an interest bearing account in your name. Until the Amount Owing is paid in full:

- (a) we are under no obligation to pay any of the money in the account to you;
- (b) we may apply the whole or any part of the balance of the account to pay any part of the Amount Owing which is then due for payment; and
- (c) you cannot operate on the account, encumber or assign your interest in the account.

A23.3 We must pay to you reasonably promptly or to another Person entitled to it (*for example* another Person with a Security over The Property), any money remaining after the Amount Owing is paid but reduced by any amount we are entitled to claim and be paid under clause A27.2. If we choose, we may do this by crediting your or that other Person's account with us. We are then under no further liability to you for that money.

A23.4 Our obligations to deal with the money we receive under this mortgage only arise from the date when we actually receive it.

General matters

A24. Notices and other communications

A24.1 Notices *including* certificates, consents and demands given or made under this mortgage must be in writing.

A24.2 They may be:

- (a) given personally (if they are for us, to one of our employees at the branch or office where you arrange this mortgage or any other branch or office we tell you); or
- (b) left at the address last notified; or
- (c) sent by prepaid post to the address last notified; or
- (d) sent by facsimile transmission to the fax number last notified; or
- (e) given in any other way permitted by law.

A24.3 They take effect from the time they are received unless a later time is specified in them.

A24.4 If they are sent by post, they are taken to be received on the day they would be received in the ordinary course of post.

91ATLA

V3

Page 17 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- A24.5 If they are sent by facsimile machine which produces a transmission report, they are taken to be received at the time shown in a transmission report which indicates that the whole facsimile transmission was sent.
- A24.6 Any information which we provide in exercising our rights or fulfilling our obligations under this mortgage may be provided:
- (a) by electronic communication to your nominated electronic address (ie email address); or
 - (b) by being made available at our website for retrieval following electronic communication to you, on the condition that we:
 - (i) promptly notify you by electronic communication that the information is available for retrieval at our website, and the nature of the information; and
 - (ii) provide you with the ability to readily retrieve the information by electronic communication (*for example*, by providing an electronic link to the relevant information on our website, or the Universal Resource Locator (URL) of our website).
- A24.7 A notice sent by electronic communication takes effect at the time the electronic communication enters your or your internet service provider's system.
- A24.8 A notice provided on our website takes effect at the time you receive an electronic communication telling you the notice is on our website.
- A24.9 Where we have provided, or are treated as having provided, information to you under clause A24.6, we will provide a paper copy of that information to you, if you so request, within 7 years of the electronic communication.
- A24.10 Any such mode of service will be fully effective despite that at the date of such service you may be lacking in mental capacity, dead, bankrupt, insolvent or absent from your place of domicile or usual residence or (if you are a corporation) that you are in the course of liquidation or have had an administrator or receiver appointed.
- A25. Statements of amount payable**
- A written statement made up from our books and signed by one of our Authorised Officers about an amount payable under this mortgage, is sufficient evidence of the amount and of any other matter referred to in the statement in connection with the amount, unless it is contested by.
- A26. How we may exercise our rights**
- A26.1 We may exercise a right or remedy in any way we consider appropriate and reasonable, *including* by imposing conditions.
- A26.2 We may enforce this mortgage before we enforce our rights under another Security.
- A26.3 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later unless we have expressly agreed not to or it would be unconscionable to exercise that right or remedy later.
- A26.4 We are not liable for loss caused by or resulting from:
- (a) the exercise or attempted exercise of a right or remedy under this mortgage except where the loss is caused by our fraud, negligence or wilful misconduct; or
 - (b) any failure to exercise, or delay in exercising a right or remedy under this mortgage.

91ATLA

V3

Page 18 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

A26.5 Our rights and remedies under this mortgage may be exercised by any of our Authorised Officers or any lawyer or agent we authorise and they may give good discharge to any Person who pays money to them.

A26.6 If any term of this mortgage is found to be illegal, void or unenforceable for unfairness or any other reason (*for example*, if a court or other tribunal or authority declares it so) the remaining provisions of this mortgage will continue to apply to the fullest extent possible as if the void or unenforceable term had never existed.

A27. Your obligations and our rights are unaffected

A27.1 The rights and remedies we have under this mortgage are independent of those we have under any other Security or what the law says we have and they can still be exercised by us even if we obtain an order or judgment against you.

A27.2 If, pursuant to any law, any Person asks us to refund a payment we have received in relation to the Amount Owning or this mortgage, then to the extent that we are obliged to, or we reasonably agree to, make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under this mortgage as if the payment had never been made (*for example*, a trustee in bankruptcy or a liquidator may ask us to refund a payment, or we have to repay a mistaken payment made to an account).

A27.3 (a) If we, or any Person engaged by us, carries out any inspection or valuation of The Property, they do so for our purposes only. Any reports made as a result of the inspection or valuation are our exclusive property. However, if you have paid for the valuation on The Property:

- (i) a copy of the associated report can be made available to you on request except where enforcement proceedings have commenced against The Property. In those circumstances, we will provide a copy of the report to you on request after the enforcement process is finalised; and
- (ii) where it is reasonably practicable for you to do so, you may choose the valuer from a range of valuers on our panel.

(b) When we inspect or value The Property, lend against it or do anything as a result of the inspection or valuation, we are not responsible for and make no representation to you about:

- (i) the condition of the land;
- (ii) the quality of the title;
- (iii) the location of the boundaries;
- (iv) the construction of any building or the standard or value of the land or any building on The Property; or
- (v) the uses to which The Property may be put.

It is your responsibility to make necessary enquiries regarding all such matters.

A28. Variation or waiver

A term of this mortgage, or right created under it, may not be waived, replaced or varied except in writing made by the party or parties to be bound.

A29. Power of attorney

91ATLA

V3

Page 19 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

A29.1 You appoint us and each of our Authorised Officers separately as your attorney. The attorney's powers are limited to those stated in clause A29.2. If we ask, you must formally approve anything they do. You may not revoke these appointments.

A29.2 If you are in default, each attorney may:

- (a) do anything which you may lawfully do and anything you are required to do under this mortgage;
- (b) delegate their powers (*including* this power) and revoke a delegation; and
- (c) exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so. In these circumstances, the attorney will act reasonably in exercising their powers.

A30. Receiver

A30.1 If we appoint a receiver after a court order for your bankruptcy (or, if you are a corporation, while you are in the course of winding up), the receiver is our agent. In any other case, the receiver is your agent, not ours, unless we notify you otherwise.

A30.2 We may set a receiver's reasonable pay and expenses, remove a receiver and appoint a new or additional receiver, as the circumstances reasonably require. You are liable for the receiver's pay and expenses as part of our reasonable enforcement expenses. We may authorise a receiver to appoint a delegate with our consent.

A31. Governing law and jurisdiction

A31.1 This mortgage is governed by the law of the State or Territory in which The Property is located.

A31.2 You accept the jurisdiction of the courts of that State or Territory and all appellate courts hearing matters from that jurisdiction.

A31.3 If the court rules allow, we may serve any document in a court action (*including* documents to commence the action) on you by delivering it to The Property or leaving it there. This clause A31.3 does not prevent any other permissible method of service.

A32. Certificate of title

If it is possible to be issued with a duplicate certificate of title, you agree not to request the issue of a duplicate certificate of title for The Property until discharge of this mortgage.

A33. Victorian mortgages only

This Mortgage contains one or more references to a Secured Agreement, the provisions of which do not affect any of the essential terms (land, parties, or term) of the Mortgage. Any restraint on alienation provision may only be exercised by the Mortgagee for a valid collateral purpose.

PART B – Mortgage securing unregulated credit

This Part applies, in addition to Part A, once you have entered into a Secured Agreement with us relating to credit where no Consumer Credit Law applies. From that time, the extended definition of Amount Owing applies and this Part operates to the extent that this mortgage secures an Amount Owing to which no Consumer Credit Law applies.

B1. Extended definition of Amount Owing

91ATLA

V3

Page 20 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

When Part B applies, Amount Owing means, at any time, all money which one or more of you owe us, or will or may owe us in the future, alone or with others.

For example, this may include:

- (a) the amount owing under any Secured Agreement;
- (b) the principal amount of any loan;
- (c) interest;
- (d) any fees and charges, *including* government charges and duties;
- (e) the cost of early repayment of principal;
- (f) costs and expenses referred to in a Secured Agreement;
- (g) damages for breach of a Secured Agreement;
- (h) amounts contingently owing (that is, amounts which may become owing if something happens or is discovered);
- (i) if you are a corporation, money owing (*including* contingently owing) under any Guarantee;
- (j) if you are an individual, money owing (*including* contingently owing) under a Guarantee which you have acknowledged in writing to be secured by this mortgage;
- (k) amounts to reimburse or indemnify us;
- (l) amounts you owe as a trustee;
- (m) amounts you owe as a member of a partnership;
- (n) amounts you owe as a member of an unincorporated association;
- (o) amounts you owe because you become a party to a negotiable instrument; and
- (p) amounts you owe under this mortgage.

B2. Interest on Amount Owing

If any part of the Amount Owing is owing on an account which is:

- (a) covered by a Secured Agreement, you must pay interest on that amount in accordance with the terms of the Secured Agreement; or
- (b) not covered by a Secured Agreement, you must pay us interest on that amount whilst it remains unpaid.

Interest:

- (i) is charged at the rate agreed by you and us. If no rate is agreed, then the applicable rate is the prevalent rate which we charge from time to time to our other customers on similar accounts;
- (ii) accrues daily;
- (iii) is calculated on the unpaid daily balance of the account at the daily percentage rate then applying to the relevant part of the Amount Owing. We calculate the daily percentage rate by dividing the annual percentage interest rate then applying by 365 (even in a leap year);
- (iv) becomes part of the Amount Owing as it accrues; and

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- (v) the accrued amount is debited to the account monthly, and on the day the Amount Owing is paid in full.

B3. No merger upon judgment

If any obligation to pay us an amount under this mortgage becomes merged in a court order, you must pay interest on that amount as a separate obligation. The interest rate we apply from time to time is the higher of the rate we may charge under clause B2 and the rate payable under the court order. We calculate and accrue the interest and debit the account with the frequency and in the manner described in clause B2.

B4. [Deleted]

B5. [Deleted]

B6. Additional rights on default

In addition to any other rights we may have under this mortgage, any Secured Agreement and under any law, if you are in default we may, without any demand or prior notice:

- (a) set off against, hold or appropriate for the purpose of applying towards payment of the Amount Owing, any liability (whether due, owing, contingent or otherwise) owing to you (*for example*, we could set off money we owe you on an unmatured term deposit against the Amount Owing);
- (b) have access to and make use of your fixtures, plant and equipment on The Property for the purposes set out in clause A22.6(a);
- (c) where it is reasonable to do so, at any time we choose, surrender to the Crown all or any part of The Property; and
- (d) where it is reasonable to do so, exchange with the Crown or with any Person all or any part of The Property for other lands of any tenure either with or without giving or receiving any cash for the purpose of equalising the exchange, and in any such event:
 - (i) any land so acquired will be held by us on your behalf as further Security for the Amount Owing; and
 - (ii) the power of sale we have under this mortgage and all other rights and remedies will apply to and be capable of being enforced in respect of such land.

B7. Protection of third parties

Subject to the provisions of any Land Law, you agree that if anyone presents an instrument for registration under law (*for example*, registration of a transfer of The Property in a land title registry) or takes any action and claims that the instrument has been prepared or signed or the action has been taken under powers or rights derived from this mortgage:

- (a) it will not be necessary for any Person authorised under law or taking an interest under the instrument (*for example*, the registry or a purchaser or lessee) to enquire whether the facts and circumstances by which those powers or rights are derived, have occurred. *For example*, they need not enquire whether:
 - (i) any money is in fact owing on this mortgage;
 - (ii) you are in default; or
 - (iii) the power of sale has arisen under this mortgage;

91ATLA

V3

Page 22 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

- (b) those Persons will not be affected by notice or by failure to enquire whether any Amount Owing has actually been paid or that you are not in default or that other facts and circumstances necessary for powers or rights to be exercised under this mortgage have not occurred.

B8. Application of moneys received by a receiver

Any receiver appointed by us under this mortgage in respect of an Amount Owing which is not regulated by a Consumer Credit Law will apply all money received by the receiver in the following order, after payment of any priority claims, if any:

- (a) in payment of all debts, costs, charges and expenses reasonably incurred in or incidental to the exercise or performance or attempted performance of the powers conferred by this mortgage or otherwise in relation to this mortgage;
- (b) in discharge of all rents, taxes, rates and outgoings whatever affecting The Property which are owing or are required to be paid;
- (c) in keeping down all annual sums or other payments and the interest on all principal sums having priority to this mortgage;
- (d) in payment of the receiver's reasonable remuneration and the premiums and other moneys necessary for keeping current all policies of insurance included in this mortgage or effected by us or the receiver for the protection of The Property, and the cost of effecting such repairs to The Property as are reasonably necessary for the purposes of clause A22.6 (a) as the receiver may be directed in writing by us to execute;
- (e) in payment of the interest accruing due in respect of any principal money due under this mortgage; and
- (f) in or towards discharge of the Amount Owing.

The receiver shall pay the residue of the money obtained to the Person who, but for the possession of the receiver, would have been entitled to it or is otherwise entitled to The Property.

B9. Costs, charges and expenses

By signing this mortgage, without your having to sign any other document, you agree to pay and you authorise us from time to time to debit and charge any account of yours with all reasonable costs, charges and expenses, legal or otherwise (*including* premiums for insurance costs, legal costs on a solicitor and client as well as party and party basis, duties, taxes and other moneys paid or payable by us or any agent of ours) which we shall pay, incur, sustain or be put to in connection with:

- (a) any account of yours;
- (b) The Property or any part of The Property;
- (c) the exercise of any rights of purchase or conversion of title connected with The Property;
- (d) this mortgage;
- (e) the preparation, completion or release of this mortgage, *including* the release in whole or in part of this mortgage; or
- (f) the exercise or attempted exercise of any right, power, authority, discretion or remedy conferred on us or on any attorney of ours under or by virtue of this mortgage or by law.

B10. This mortgage not affected by changes in mortgage

91ATLA

V3

Page 23 of 25

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.land.vic.gov.au/contact-us

AA9483

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

If:

- (a) you are a partnership, firm, committee, trustee or unincorporated body; or
- (b) any of the Amount Owing is owing or payable on a joint account,

this mortgage remains effective and continues binding on each Person named in this mortgage as mortgagor notwithstanding any change by death, retirement, accession, addition, amalgamation, incorporation or otherwise to that partnership, firm, committee, trustee or body of Persons or any change in its name or style.

B11. Licensed premises

If a Licence is held under law for the sale of liquor or operation of gaming machines or the conduct of a club on The Property, then:

- (a) you declare that the Licence is valid and current;
- (b) you undertake to maintain the Licence and comply with all the requirements of the Licence, *including* paying any fees;
- (c) you undertake to apply for the renewal of the Licence before it expires and to apply for any other Licence or authorisation necessary to conduct the activity on The Property;
- (d) you must tell us promptly if:
 - (i) the Licence is revoked, suspended, modified or not renewed; or
 - (ii) any action is taken or threatened which could result in the loss of the Licence, or part of the Licence, or a material reduction in the value of the Licence, or the imposition of any penalty for an offence in connection with the Licence or for amalgamation with another club; or
- (e) if you are in default, you must transfer the Licence to us or to any Person we nominate when we ask you to do so.

B12. Suspension of mortgagor's rights

As long as any Amount Owing remains unpaid or any obligations have not been performed under this mortgage, you may not:

- (a) claim any amount in the insolvency of any Person; or
- (b) exercise any rights as surety or guarantor,

where the result of which is or is likely to be a reduction in the amount payable to us in payment of the Amount Owing compared with the amount that would have been payable to us if the claim or exercise of rights was not made except to the extent that you have a right granted by law which cannot be excluded by agreement.

B13. Nature of obligations and enforcement

Your obligations in this mortgage:

- (a) are principal obligations, and not ancillary or collateral to any other right or obligation; and
- (b) may be enforced against you without us first being required to:
 - (i) exhaust any remedy we may have against any other Person; or
 - (ii) enforce any other Security,

except to the extent that any law or code requires us to act otherwise (*for example*, we may in certain circumstances be required to enforce any mortgage from the borrower before enforcing any mortgage from you if you are a guarantor).

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9483

B14. Exclusion of laws

You agree that any law which limits our rights and remedies under this mortgage is excluded except for those laws which do not allow that exclusion.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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

Produced 12/11/2025 10:55:46 AM

Status	Registered	Dealing Number	AZ167908W
Date and Time Lodged	20/05/2025 03:42:12 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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

Privacy Collection Statement

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

Land Title Reference

12608/353

Transferor(s)

Name	PREMIER BAY PTY LTD
ACN	052427684

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 348000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	LYNETT
Family Name	NHANHANGA
Address	
Unit Type	UNIT
Unit Number	3
Street Number	30



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Name VERNEY NORTH
Street Type ROAD
Locality CONGUPNA
State VIC
Postcode 3633

Given Name(s) HANDSON THOMAS TAKUDZWA
Family Name NHANHANGA

Address

Unit Type UNIT
Unit Number 3
Street Number 30
Street Name VERNEY NORTH
Street Type ROAD
Locality CONGUPNA
State VIC
Postcode 3633

Duty Transaction ID
6269823

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	PREMIER BAY PTY LTD
Signer Name	SARAH RIZK
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	20 MAY 2025



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

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

Executed on behalf of	LYNETT NHANHANGA HANDSON THOMAS TAKUDZWA NHANHANGA
Signer Name	RACHEL LEE NUGENT
Signer Organisation	SHEPPARTON CONVEYANCING SERVICES
Signer Role	LICENSED CONVEYANCER
Execution Date	20 MAY 2025

File Notes:
NIL

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

Statement End.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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

Produced 12/11/2025 10:55:46 AM

Status	Registered	Dealing Number	AW491508F
Date and Time Lodged	25/01/2023 05:14:36 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8272491

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12260/474
12261/391
12261/392
12261/394
12261/396
12261/397
12316/199
12377/489
12435/368
12437/003

Instrument and/or legislation

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

Applicant(s)



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	25 JANUARY 2023

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AW491508F
Number of Pages (excluding this cover sheet)	47
Document Assembled	12/11/2025 10:55

Copyright and disclaimer notice:

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

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



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date / /

16/1/2023

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Peppercorn Hill Estate
Lot 2 and 3, 1145 Donnybrook Road, Donnybrook

Purpose of Agreement:

Works In Kind Agreement for Infrastructure Projects and timing for provision of Inner
Public Purpose Land.

City of Whittlesea

and

The Owner as set out in Schedule 2

Interstate offices
Canberra Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com



Maddocks

Contents

1.	Definitions.....	5
2.	Interpretation	8
3.	Purposes and reasons for Agreement.....	9
4.	Agreement required	9
5.	Public Infrastructure Plan	10
	The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement a Public Infrastructure Plan.....	10
6.	Payment of Infrastructure Contribution.....	10
7.	Infrastructure Projects as Works in kind.....	10
	7.1 Provision of Infrastructure Project(s)	10
	7.2 Time for completion of Infrastructure Projects.....	11
	7.3 Project Control Group.....	11
	7.4 Obligation to complete Infrastructure Projects once commenced.....	11
	7.5 Agreed Infrastructure Project Value	11
8.	Design of Infrastructure Projects	11
	8.2 Approval of Designs.....	12
	8.3 Variation of Approved Plans or an Infrastructure Project	13
	8.4 Approval of tender documentation for an Infrastructure Project.....	14
	8.5 Warranties	14
9.	Construction of Infrastructure Projects.....	15
	9.2 Standard of work.....	15
	9.3 Completion of an Infrastructure Project.....	15
	9.4 Access to other land.....	15
10.	Certificate of Practical Completion	16
	10.1 Certificate of Practical Completion	16
	10.2 Procedure for Certificate of Practical Completion	16
11.	Risk.....	17
	11.1 Care of the Infrastructure Project	17
	11.2 Insurance	17
	11.3 Maintenance Period of Infrastructure Projects	17
	11.4 Bank Guarantee.....	17
12.	Inner Public Purpose Land.....	18
	12.1 Timing of Provision of Inner Public Purpose Land	18
	12.2 Method of Provision of Inner Public Purpose Land	18
	12.3 Access to Inner Public Purpose Land.....	18
	12.4 Payment of Land Credit Amount	18
13.	Credit and processing of credits.....	18
	13.1 Credit	18
	13.2 Reconciliation	19
14.	Localised Infrastructure	20
15.	Further obligations of the Parties	20



Maddocks

15.1	Transaction costs.....	20
15.2	Notice and registration.....	20
15.3	Further actions.....	20
15.4	Council's costs to be paid.....	21
15.5	Interest for overdue money.....	21
16.	Agreement under section 173 of the Act.....	21
17.	Owner's warranties	21
18.	Successors in title	22
19.	General matters	22
19.1	Notices	22
19.2	No waiver.....	22
19.3	Severability	22
19.4	No fettering of Council's powers	22
19.5	Inspection of documents.....	22
19.6	Governing law.....	23
19.7	Mortgagee.....	23
19.8	Caveator	23
20.	GAIC	23
21.	Foreign resident capital gains withholding	23
21.1	Definitions	23
21.2	Foreign resident status of Owner	24
21.3	Excluded transaction	24
21.4	Variation notice	24
21.5	Withholding	24
21.6	Council to remit withholding amount.....	25
21.7	Consideration adjusted after withholding.....	25
21.8	Owner to co-operate.....	25
21.9	Owner's and Developer's warranty.....	26
21.10	Indemnity	26
22.	GST	26
23.	Commencement of Agreement.....	26
24.	Amendment of Agreement.....	26
25.	Ending of Agreement.....	27
26.	Dispute Resolution	28
Schedule 1	Infrastructure Contributions Plan and Precinct Structure Plan.....	29
Schedule 2	Subject Land	30
Schedule 3	Maintenance Period.....	32
Schedule 4	GAIC.....	33
Schedule 5	Milestones	34
Schedule 6	Public Land - Land Credit Amount and Land Equalisation Amounts	37
Schedule 7	Transport Infrastructure Projects	40
Schedule 8	Community Infrastructure Projects	42
Schedule 9	Recreation Infrastructure Projects	43



Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated / / 16/1/2023

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council

Name	As per Schedule 2
Address	As per Schedule 2
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Infrastructure Contributions Plan. Council enters into this Agreement in its capacity as a responsible authority under section 172 but also in so far as it is able to under section 173(2) of the Act in its capacity as the Collecting Agency and the Development Agency under the Infrastructure Contributions Plan.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Infrastructure Contributions Plan applies to the Subject Land. It specifies the monetary and land contributions required to provide infrastructure necessary as a result of development of the area for urban purposes.
- E. The Owner has asked Council for permission to provide each Infrastructure Project. Council has agreed to allow the Owner to provide each Infrastructure Project in return for a credit against its infrastructure contribution liability under the Infrastructure Contributions Plan.
- F. Section 46GV(4) of the Act requires the Owner to provide the Inner Public Purpose Land to Council in its capacity as Development Agency. Council and the Owner have agreed on milestones for the provision of the Inner Public Purpose Land to Council in accordance with section 46GV(6).
- G. Council enters into this Agreement pursuant to section 46GX and Section 46GV of the Act to document:
- G.1 the acceptance of the provision of works, services or facilities as referred to in section 46GX of the Act; and



Maddocks

- G.2 the time for the payment of the Monetary Component and any Land Equalisation Amount as referred to in section 46GV(3)(b) of the Act;
- G.3 the time for the payment of any Land Credit Amount (if any); and
- G.4 the time for the provision of Inner Public Purposes Land in accordance with section 46GV(6) of the Act.
- H. The parties enter into this Agreement in full satisfaction of any Conditions 11 and 12 of the Planning Permit.
- I. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveators. The Caveators consent to the recording of this Agreement on the certificates of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Infrastructure Project Value means, subject to clause 8.3.5, the amount specified in Schedule 7, Schedule 8 or, Schedule 9 as the case may be.

Agreed Land Credit Amount means the Agreed Land Credit Amount set out in Schedule 6. The Agreed Land Credit Amount is subject to change in the same way and at the same time that the Land Credit Amount is varied and or recalculated by the Infrastructure Contribution Plan including Indexation.

Agreed Land Equalisation Amount means the Agreed Land Equalisation Amount set out in Schedule 6. The Agreed Land Equalisation Amount is subject to change in the same way and at the same time that the Land Equalisation Amount is varied and or recalculated by the Infrastructure Contribution Plan including Indexation.

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 8 of this Agreement.

Bank Guarantee means a bank guarantee provided by an Australian Bank or other form of security to the satisfaction of Council of an amount being 5% of the construction cost component of each Infrastructure Project.

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

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

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



Maddocks

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the Development Agency or a person authorised or agreed to by Council for the purpose of issuing the said certificate stating that an Infrastructure Project has been completed in accordance with the Approved Plans to the satisfaction of Council in its capacity as Development Agency or that person authorised or agreed to by Council.

Community Infrastructure Project means a project identified in Schedule 8.

Construction Program means a program in relation to the construction of any Infrastructure Project and without limiting the generality of its content, the Construction Program may include key milestones at which time Council must be able to inspect the construction and progression of the Infrastructure Project.

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

Credit means a credit in the amount of the Agreed Infrastructure Project Value against the Owner's liability to pay the Monetary Component of the Infrastructure Contribution. For clarity, the Credit does not apply to or in respect of any Land Equalisation Amount required to be paid under the Infrastructure Contributions Plan.

Current Address means:

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

Current Email means:

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

Defect means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

Designs means the detailed design and engineering plans and associated landscape plans and specifications of an Infrastructure Project prepared in accordance with clauses 8 and 8.2.

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

DFC means DFC (Woodstock) Developments Pty Ltd ACN 154 138 020 or any other entity appointed by the Owner for the purpose of complying with clause 13.2.

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



Maddocks

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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

Indexation means an annual adjustment to an amount, applied as of 1st of July each year, calculated in accordance with the Ministerial Direction and the ICP.

Infrastructure Contribution means:

- (a) the Land Equalisation Amount (if any); and
- (b) the Monetary Component.

Infrastructure Contributions Plan or ICP means the Infrastructure Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme as amended from time to time.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC whether it has been triggered or not, upon the happening of a GAIC event as defined or described in the Act and whether before, at or after the vesting or transfer of the land in or to Council.

Infrastructure Project means a Community Infrastructure Project, a Transport Infrastructure Project or a Recreation Infrastructure Project as the case may be.

Inner Public Purpose Land has the meaning given by section 46GA of the Act and in this Agreement more specifically means the various land parcels or areas which are described in Schedule 5 and Schedule 6.

Land Budget Property Number means the property number for the Subject Land as set out in the Infrastructure Contributions Plan.

Land Component has the meaning given by section 46GE of the Act.

Land Credit Amount has the meaning given by section 46GA of the Act.

Land Equalisation Amount has the meaning given by section 46GA of the Act.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Infrastructure Contributions Plan.

Maintenance Period means the period specified in Schedule 3 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

Ministerial Direction means the Ministerial Direction on the Preparation and Content of Infrastructure Contributions Plans made on 1 July 2018 under section 46GJ of the Act as amended from time to time under section 46GJ of the Act.

Monetary Component has the meaning given by section 46GD of the Act.

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



Maddocks

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

Party or Parties means the parties to this Agreement.

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

Planning Permit means the planning permit referred to in Schedule 2 as amended from time to time.

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

Precinct Structure Plan means the precinct structure plan specified in Schedule 1.

Project Control Group means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 7.3.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 5, Schedule 7, Schedule 8 or Schedule 9 as the case may be.

Public Infrastructure Plan or **PIP** means any public infrastructure plan approved by the Council pursuant to the Planning Permit as amended from time to time with the agreement of the Owner.

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

Recreation Infrastructure Project means an Infrastructure Project identified in Schedule 9.

Schedule means a schedule to this Agreement.

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

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

Subject Land means all of the land described in Schedule 2 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Transport Infrastructure Project means an Infrastructure Project identified in Schedule 7

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 the singular includes the plural and vice versa;
- 2.1.2 a reference to a gender includes all genders;
- 2.1.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;



Maddocks

- 2.1.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.1.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.1.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.1.7 the Background forms part of this Agreement;
- 2.1.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.1.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land;
- 2.1.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes and reasons for Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; by

- 3.1.1 recording the terms and conditions on which Council agrees to the Owner providing each Infrastructure Project;
- 3.1.2 identifying the Credits to be made available to the Owner against its liability to pay the Monetary Component of the Infrastructure Contribution;
- 3.1.3 providing for the manner of the payment of the Monetary Component and the Land Equalisation Amount of the Infrastructure Component required by the ICP;
- 3.1.4 identifying when a Land Credit Amount is to be paid (if any); and
- 3.1.5 identifying milestones for the provision of Inner Public Purpose Land.

4. Agreement required

Subject to clause 25, the Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.



Maddocks

5. Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement a Public Infrastructure Plan.

6. Payment of Infrastructure Contribution

The Parties agree that:

- 6.1.1 subject to clause 6.1.3 of this Agreement, the Owner is required to pay the Infrastructure Contribution in cash on a stage by stage basis;
- 6.1.2 Council is required to pay the Land Credit Amount in cash once annually on a proportional basis;
- 6.1.3 the Owner is not required to pay the Monetary Component in cash on a stage-by-stage basis if the Owner is entitled to a Credit in accordance with this Agreement; and
- 6.1.4 any component of the Monetary Component of the Infrastructure Contribution which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the relevant Stage of the subdivision of the Subject Land as a result of which the obligation to pay the Monetary Component arises or at such other time as is specified in this Agreement¹.

7. Infrastructure Projects as Works in kind

7.1 Provision of Infrastructure Project(s)

The Owner must provide each:

- 7.1.1 Transport Infrastructure Project
- 7.1.2 Community Infrastructure Project; and
- 7.1.3 Recreation Infrastructure Project -

as is specified in Schedule 7, Schedule 8 and Schedule 9 as the case may be in accordance with the provisions set out in Schedule 7, Schedule 8 and Schedule 9 as the case may be and:

- 7.1.4 in accordance with the Approved Plans;
- 7.1.5 prior to the relevant Provision Trigger, unless an alternate date is approved by Council in writing; and
- 7.1.6 in accordance with a Construction Program provided by the Owner to Council as amended from time to time; and
- 7.1.7 otherwise to the satisfaction of Council.

¹ In accordance with section 46GV(3)(b) of the Act.



Maddocks

7.2 Time for completion of Infrastructure Projects

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project or such other time as Council has agreed in writing, Council may:

- 7.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe for the relevant Provision Trigger; or
- 7.2.2 subject to clause 10.2.5, in its capacity as the council, refuse to issue any Statement of Compliance in respect of the development of the relevant Stage of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

7.3 Project Control Group

The Parties agree that, if requested by Council in writing at a time after the commencement of this Agreement, then, prior to the commencement of any works associated with the provision of an Infrastructure Project, a Project Control Group must:

- 7.3.1 be established jointly by the Parties to discuss any Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 7.3.2 include at least one representative nominated by the Owner;
- 7.3.3 be chaired by a representative of Council; and
- 7.3.4 hold meetings at intervals as agreed by the parties.

7.4 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must, unless with the consent of Council, complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

7.5 Agreed Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to clause 8.3.5 and Indexation up to the date of the issue of a Certificate of Practical Completion for that Infrastructure Project.

8. Design of Infrastructure Projects

The Owner agrees that:

- 8.1.1 the Owner must at its cost prepare the Designs of each Infrastructure Project generally in accordance with the Infrastructure Contributions Plan and submit the Designs to Council for approval in accordance with clause 8.2;
- 8.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 8.2;



Maddocks

- 8.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Project including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 8.1.4 prior to awarding any contract for an Infrastructure Project, the Owner must, if requested by Council, submit to Council for its records:
 - (a) a copy of the terms and conditions of the proposed contract; and
 - (b) a copy of the proposed Construction Program.

8.2 Approval of Designs

- 8.2.1 The Owner must:
 - (a) upon finalisation of the functional design for each Infrastructure Project; and
 - (b) upon finalisation of the detailed design for each Infrastructure Project -

prepare and submit to Council for approval the plans and specifications for the construction of each Infrastructure Project, which are to be generally in accordance with the Infrastructure Contributions Plan unless otherwise agreed by the parties.
- 8.2.2 The Owner must ensure that the plans and specifications for the construction of any Infrastructure Project are prepared with due care and skill so that, if the works are constructed strictly in accordance with the plans and specifications, any Infrastructure Project will be fit for its intended purpose.
- 8.2.3 The Owner must during the detailed design phase consult with Council and consider Council's guidance and requirements with respect to proposed Designs, plans or specifications, including arranging regular design review meetings attended by representatives of the Owner and any design consultants engaged by the Owner, as may reasonably be required by the Council, to provide a forum for Council to:
 - (a) discuss and raise queries with respect to any proposed Designs, plans or specifications;
 - (b) propose amendments to any proposed Designs, plans or specifications and provide reasons.
- 8.2.4 Within 20 Business Days of submission under clause 8.2.1 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner. If approved those plans will be the Approved Plans.
- 8.2.5 If Council provides any comments on the plans and specifications under clause 8.2.3, the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.
- 8.2.6 The process set out in clauses 8.2.3 to 8.2.5 will apply until such time as the plans and specifications are approved by Council or are deemed approved pursuant to clause 8.2.7, or a dispute arises between the Parties.



Maddocks

- 8.2.7 If Council does not give approval or provide any comments within the time prescribed in clause 8.2.4, the plans and specifications will be deemed approved. These plans will be the Approved Plans
- 8.2.8 Where a dispute arises between Council and the Owner as to the compliance or suitability of any part of a proposed Design, plan or specification, either party may give written notice to the other requiring a meeting of senior executives for the purpose of resolving the dispute. The meeting of senior executives must be:
- (a) convened within 5 Business Days after delivery of the written notice, or such other period as the parties may agree in writing;
 - (b) attended by senior officers of each party with authority to resolve the dispute on behalf of the relevant party;
 - (c) attended by the parties in good faith and with a view to resolving the dispute.
- 8.2.9 Where a dispute cannot be resolved during a meeting convened under clause 8.2.8, the Parties acknowledge and agree that they will follow the dispute resolution process set out in this Agreement.

8.3 Variation of Approved Plans or an Infrastructure Project

- 8.3.1 Council may at any time before the commencement of construction of an Infrastructure Project, notify the Owner in writing of a proposed variation to the Approved Plans or an Infrastructure Project and how the variation is to be paid in accordance with this Agreement.
- 8.3.2 If Council proposes a variation under clause 8.3.1, then Council must promptly give the Owner all relevant information that is reasonably required for the Owner to fully consider the proposal.
- 8.3.3 If Council notifies the Owner of a proposed variation under clause 8.3.1, then within 15 Business Days after receipt of all relevant information under clause 8.3.2 the Owner must notify Council in writing of-
- (a) the estimated costs of the proposed variation, including:
 - (i) any re-design costs;
 - (ii) the costs of assessing and implementing the proposed variation; and
 - (b) any delays to the provision of the Infrastructure Project if the variation proceeds;
 - (c) additional approvals, or amendments to existing approvals, which will be required for the proposed variation;
 - (d) whether the proposed variation would cause the Owner to breach a contract with a third party;
 - (e) whether the proposed variation is generally in accordance with the Infrastructure Contributions Plan;
 - (f) whether the proposed variation will prevent an Infrastructure Project from complying with the requirements of this Agreement; and



Maddocks

- (g) whether the proposed variation will cause a material loss or detriment to the Owner including the development of the Subject Land or any land developed in conjunction with the Subject Land

8.3.4 The Owner may, acting reasonably, refuse a proposed variation if the Owner demonstrates that the variation would materially adversely affect the Owner's ability to comply with this Agreement or otherwise materially adversely impact the Owner (including the development of the Subject Land or any land developed in conjunction with the Subject Land) absent any agreed variation to this Agreement or any agreement by Council to pay the reasonable costs of the variation, in which case the Owner must provide detailed, written reasons to Council at the same time as providing notice under clause 8.3.3.

8.3.5 If Council gives the Owner an instruction under clause 8.3.1, and agrees to pay for the variation in cash, and the Owner does not refuse the proposed variation pursuant to clause 8.3.4, the Owner must perform the variation and Council must reimburse in cash the Owner for the costs incurred in undertaking the variation that exceed the Agreed Infrastructure Project Value.

8.3.6 If Council gives the Owner an instruction under clause 8.3.1, and the Owner refuses the proposed variation pursuant to clause 8.3.4, the parties must, within 5 Business Days after Council receives the Owner's notice under clause 8.3.4, meet in good faith to discuss and agree whether:

- (a) Council will withdraw the proposed variation; or
- (b) the Owner will perform the proposed variation, and on what terms (including Council reimbursing the Owner for the costs associated with the implementation of the variation if any).

8.4 Approval of tender documentation for an Infrastructure Project

The Owner must ensure that any tender documentation issued to the market in respect of each Infrastructure Project, and any contract awarded for the construction of part or all of an Infrastructure Project, contains if they have been approved, the Approved Plans and any plans required by Council acting reasonably.

8.5 Warranties

Prior to the Owner entering into design or construction contracts in connection with Infrastructure Projects, Council may, in its absolute discretion, notify the Owner in writing:

- 8.5.1 that it requires any third party design consultants, contractors, suppliers or specialist subcontractors engaged by or on behalf of the Owner (or by any of the Owner's agents or contractors) to provide written warranties in respect of their work, goods or services; and
- 8.5.2 of the nature and duration of such warranties; and
- 8.5.3 whether it requires the warranties to be issued in favour of Council.

The Owner must use its reasonable endeavours to obtain any such warranties strictly as required by Council and, where a warranty is to be issued in favour of Council, provide the warranty in accordance with clause 10 or otherwise upon completion of work.



Maddocks

9. Construction of Infrastructure Projects

The Owner agrees that in providing the Infrastructure Projects:

- 9.1.1 the Owner is responsible for all design and construction risks in relation to the provision of the Infrastructure Project; and
- 9.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value or as provided by clause 8.3.5.

9.2 Standard of work

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

- 9.2.1 accord with the Approved Plans;
- 9.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 9.2.3 not encroach upon any land other than the land shown in the Approved Plans; and
- 9.2.4 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

9.3 Completion of an Infrastructure Project

Subject to clause 10.2.5, the Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

9.4 Access to other land

- 9.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any rectification of Defects in respect of the Infrastructure Project works in accordance with this Agreement, the Owner must, if requested by Council, provide Council with a copy of material evidencing consent of the owner of land to access such land.
- 9.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose, and otherwise complying with all laws of the State of Victoria relating to health and safety.
- 9.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.
- 9.4.4 Before accessing land owned by Council for the purpose of constructing an Infrastructure Project or undertaking any maintenance or rectification of defects in respect of the Infrastructure Project, the Owner must obtain the consent of the Council, which must not be unreasonably withheld or delayed by Council.



Maddocks

10. Certificate of Practical Completion

10.1 Certificate of Practical Completion

- 10.1.1 Unless otherwise agreed by the parties, Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council, has been completed to the satisfaction of Council in accordance with this Agreement. Council may refuse to issue a Certificate of Practical Completion if the Owner has failed to comply with clause 10.2.
- 10.1.2 Where an Infrastructure Project constitutes a Recreation Infrastructure Project or Community Infrastructure Project, the Owner may procure from a third party, if agreed by Council, a Certificate of Practical Completion for that Recreation Infrastructure Project or Community Infrastructure Project and the provisions of clause 10.2 do not apply.
- 10.1.3 In making any determination as to whether an Infrastructure Project has achieved Practical Completion, Council may seek technical advice from a third party.

10.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 10.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council the as-built plans and drawings, licences, warranties and insurance policies (as is relevant) in connection with the Infrastructure Project;
- 10.2.2 within 10 Business Days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 10.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
 - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
 - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 10.2.4 subject to clause 10.2.5, if Council is not satisfied with the Infrastructure Project being completed in accordance with the Approved Plans, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project.
- 10.2.5 Council may, notwithstanding a minor non-compliance or minor non-completion, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project in accordance with the Approved Plans can be secured or otherwise guaranteed to its satisfaction.



Maddocks

11. Risk

11.1 Care of the Infrastructure Project

- 11.1.1 Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with the Owner.
- 11.1.2 Subject to clause 11.3, upon the issue of a Certificate of Practical Completion, an Infrastructure Project vests in the Council, who will have the responsibility for care of the Infrastructure Project.

11.2 Insurance

- 11.2.1 The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances to Council promptly upon request.
- 11.2.2 Subject to being agreed by the Owner's insurer, the Owner must ensure that where the works for an Infrastructure Project are on Council land:
 - (a) Council's interests are identified under any public liability or construction works insurance; and
 - (b) Council is a named insured under any professional indemnity insurance;held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

11.3 Maintenance Period of Infrastructure Projects

- 11.3.1 From the date of the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.
- 11.3.2 The Owner must, during the Maintenance Period, rectify all Defects (excluding fair wear and tear) in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project.
- 11.3.3 If the Owner fails to rectify Defects in accordance with clause 11.3.2, or the Infrastructure Project has not otherwise been completed in accordance with the Approved Plans, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner.
- 11.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the expiration of the Maintenance Period.

11.4 Bank Guarantee

The Owner agrees that:

- 11.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;



Maddocks

- 11.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and
- 11.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.

12. Inner Public Purpose Land

12.1 Timing of Provision of Inner Public Purpose Land

The Parties agree that each parcel of Inner Public Purpose Land will be provided to Council at or before the Provision Triggers set out in Schedule 5.

12.2 Method of Provision of Inner Public Purpose Land

The Owner agrees that each parcel of Inner Public Purpose Land will be provided to Council in accordance with section 46GV(5) of the Act and for the purposes of section 46GV (6) the plan referred to in section 46GV(5) must be lodged for registration under section 22 of the *Subdivision Act 1988* within the time specified as the Provision Trigger in Schedule 5 to this Agreement or such other time as is agreed in writing by Council.

12.3 Access to Inner Public Purpose Land

Where under the Infrastructure Contributions Plan an Owner is required to provide any Inner Public Purposes Land to Council or any other authority, the Owner must provide reasonable access to that land prior to vesting on reasonable notice, at no cost to Council or any other relevant authority, for the purpose of undertaking any surveys, testing, sampling or any other assessment that is reasonably related to the provision of infrastructure for which the Inner Public Purpose Land is intended. Council or any other authority must cooperate with the Owner and comply with any reasonable direction from the Owner in accessing the land.

12.4 Payment of Land Credit Amount

The Owner agrees that where under the Infrastructure Contributions Plan an Owner is entitled to a Land Credit Amount in respect of a land parcel as specified in the Infrastructure Contributions Plan and that land parcel forms part of the Subject Land under this Agreement, the Land Credit Amount will be paid to the Owner as the Agreed Land Credit Amount in accordance with clause 6.1.2 and Schedule 6.

13. Credit and processing of credits

13.1 Credit

The Parties agree that:

- 13.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value (with any necessary adjustments as required by this Agreement) from the commencement of this Agreement;
- 13.1.2 to the extent that any Credit is derived from providing any Transport Infrastructure Project, the Credit will first be a credit against the transport levy component and the supplementary levy component of the Monetary Component and any balance



Maddocks

remaining will be a credit against the community and recreation levy component of the Monetary Component.²

- 13.1.3 where there is an entitlement to a Credit, the Owner is not required to pay the Monetary Component of the Infrastructure Contribution in cash until the Credit has been exhausted, determined as set out in clause 13.1.4;
- 13.1.4 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- (a) calculate the Monetary Contribution of the Infrastructure Contribution payable for such Stage(s) as at that date; and
 - (b) calculate the Credit available to the Owner (including Indexation); and
 - (c) provide the Owner with a statement as to the calculations of the Monetary Contribution, available Credit and amounts applied under Schedule 7; and
 - (d) once confirmed by the Owner, deduct the amount calculated under clause (a) from the Credit calculated under clause (b) until the Credit has been exhausted;
- 13.1.5 when the amount of the Monetary Component of an Infrastructure Contribution exceeds the amount of the Credit remaining:
- (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Infrastructure Contribution payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
 - (b) in relation to subsequent Stages, the Owner must pay the Monetary Component of the Infrastructure Contribution in cash prior to the issue of a Statement of Compliance;
- 13.1.6 Upon the issue of a Statement of Compliance for the final Stage, where the amount of Credit remaining exceeds the Infrastructure Contribution, Council must pay to the owner in cash within 30 days of registration of the relevant plan of subdivision the amount equal to the difference between the Credit and remaining Infrastructure Contribution payable by the Owner.

13.2 Reconciliation

- 13.2.1 For the purpose of enabling and accounting for the Credits that will be due to the Owner under clause 13.1 of this Agreement, the parties agree that the Owner will procure that DFC:
- (a) keeps a detailed ledger for the Subject Land recording all staged Monetary Component liabilities having regard to each component of the Monetary Component (that is the transport levy component, supplementary component and community and recreation), the extent of the Credit that has been taken up, annual indexation in accordance with the Infrastructure Contributions Plan and the value of payments made and the noting the amount credited against each levy type etc.

² The transport levy component and the community and recreation component of the monetary component is set out in the relevant Ministerial Direction. The supplementary levy component is set out in the Infrastructure Contributions Plan.



Maddocks

- (b) undertakes a full reconciliation -
 - (i) at an early stage as agreed between the parties;
 - (ii) at the Stage at which the Credit is exhausted (if any); and
 - (iii) at the final Stage of the development of the Subject Land.
- (c) advises Council in writing as to the amount of community and recreation component of the Monetary Component which has been paid by way of the Credit -

provided that at each of the various reconciliation points, Council may request the review of the detailed ledgers prepared by DFC by a third party and in that event, the costs of the review is to be shared equally by the Parties.

- 13.2.2 The parties agree that Council will use the detailed ledgers provided by DFC to account for all amounts paid under this Agreement (errors and accidental omissions excepted) and reconcile the various levy reserves under the Infrastructure Contributions Plan internally to ensure that community facilities can still be delivered as needed.

14. Localised Infrastructure

The Parties acknowledge that:

- 14.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Infrastructure Contributions Plan and not Localised Infrastructure; and
- 14.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council as responsible authority or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

15. Further obligations of the Parties

15.1 Transaction costs

Where the Owner is required to transfer or vest land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

15.2 Notice and registration

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

15.3 Further actions

The Owner:

- 15.3.1 must do all things necessary to give effect to this Agreement;



Maddocks

15.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

15.3.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

15.4 Council's costs to be paid

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

- 15.4.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 15.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 15.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

15.5 Interest for overdue money

The Parties agrees that:

- 15.5.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date;
- 15.5.2 if interest is owing to Council, Council will apply any payment made to interest and any balance of the payment to the principal amount; and
- 15.5.3 the Council must pay the Owner interest at the rate fixed under section 2 of the *Penalty Interest Rates Act 1983* on any amount due under this Agreement that is not paid by the due date.

16. Agreement under section 173 of the Act

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

17. Owner's warranties

- 17.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, it is not aware of any other person that has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 17.2 The Owner warrants that to the best of its knowledge:
 - 17.2.1 the Inner Public Purpose Land is free of contamination of any kind which would make the Inner Public Purpose Land unsuitable for its intended purpose as set out in the Precinct Structure Plan; and



Maddocks

- 17.2.2 the Inner Public Purpose Land is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

18. Successors in title

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

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

19. General matters

19.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 19.1.1 personally on the other Party;
- 19.1.2 by leaving it at the other Party's Current Address;
- 19.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 19.1.4 by email to the other Party's Current Email.

19.2 No waiver

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

19.3 Severability

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

19.4 No fettering of Council's powers

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

19.5 Inspection of documents

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



Maddocks

19.6 **Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

19.7 **Mortgagee**

The Mortgagee by its consent to this Agreement acknowledges and agrees that if it ever becomes Mortgagee-in-possession of the Subject Land it will be bound by the provisions of this Agreement.

19.8 **Caveator**

The Caveator by its consent to this Agreement consents to the recording of this Agreement on the certificate of title to the Subject Land.

20. **GAIC**

20.1 The Owner acknowledges and agrees that unless Council consents otherwise apart from the Inner Public Purpose Land specified in Schedule 4:

20.1.1 all Inner Public Purpose Land provided to Council must have the Inherent GAIC Liability discharged prior to it being provided to Council; and

20.1.2 to the extent it is not, the Owner remains liable to Council for any GAIC liability subsequently incurred by Council as a result of Council's development of the Inner Public Purpose Land.

20.2 The Parties agree that clause 20.1.2 survives the termination of this Agreement

20.3 If requested by Council, the Owner must provide Council a certificate of release under section 201SY of the Act confirming the release of the Inner Public Purpose Land referred to in clause 20.1.1 from its Inherent GAIC Liability.

21. **Foreign resident capital gains withholding**

21.1 **Definitions**

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

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

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

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

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

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



Maddocks

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

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

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

21.2 Foreign resident status of Owner

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

21.3 Excluded transaction

21.3.1 Clause 21.5 does not apply if:

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

21.3.2 Without limiting clause 21.3.1, the transfer or vesting of a Land Project is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than \$750,000 or any other amount set out in the Tax Act from time to time as qualifying as an Excluded Transaction.

21.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project then Council will adjust the withholding amount (as specified in clause 21.5 below) in accordance with the Variation Notice.

21.5 Withholding

21.5.1 This clause 21.5 applies if the Owner is taken to be a foreign resident under clause 21.2 and the Owner has not satisfied Council (acting reasonably) that the transfer or vesting of the a Land Project is an Excluded Transaction under clause 21.3.

21.5.2 Subject to clauses 21.5.3 and 21.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 21.4,

(the **withholding amount**).

21.5.3 Subject to clause 21.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:



Maddocks

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4 -

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

21.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4,

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

21.6 Council to remit withholding amount

21.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 21.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

21.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 21.5.

21.8 Owner to co-operate

21.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or



Maddocks

- (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 21.5;
 - (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
 - (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.
- 21.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

21.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 21 is true and correct.

21.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 21.

22. GST

- 22.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 22.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 22.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 22.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 22.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 22.3.

23. Commencement of Agreement

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

24. Amendment of Agreement

- 24.1 This Agreement may be amended in accordance with the Act in relation to all or part of the Subject Land.



Maddocks

- 24.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 24.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

25. Ending of Agreement

- 25.1 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, this Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 25.2 This Agreement ends:
- 25.2.1 in relation to the balance of the Subject Land when the Owner has complied with all of the Owner's obligations under this Agreement;
 - 25.2.2 at the Owners sole discretion and option, where the Planning Permit lapses or the Owner does not commence the use or development of the Subject Land under the Planning Permit within 12 months of the date of this Agreement; or
 - 25.2.3 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 25.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land which is not a Residential Lot are required to be notified of the proposal.
- 25.4 Council will not unreasonably withhold its consent to a written request made to remove a recording of this Agreement against any part of the Subject Land if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 25.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 25.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



Maddocks

26. Dispute Resolution

- 26.1 Except as otherwise specified in this Agreement, if any dispute arises in relation to this Agreement then, either party may at its election:
- 26.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
 - 26.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 26.2 A party may not commence any of the processes referred to in clause 26.1 until it has complied with clauses 26.3 and 26.4 unless the dispute relates to a matter requires an urgent interlocutory application.
- 26.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.
- 26.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 26.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.



Maddocks

Schedule 1 Infrastructure Contributions Plan and Precinct Structure Plan

Donnybrook-Woodstock Infrastructure Contributions Plan as incorporated in the Planning Scheme.

Donnybrook-Woodstock Precinct Structure Plan as incorporated in the Planning Scheme



Maddocks

Schedule 2 Subject Land

Name of Owner	Address of Owner	Address of Parcel	Parcel of Land (Volume and Folio)	Land Budget Property Number	Planning Permit Ref.	Mortgagee
Premier Bay						
Premier Bay Pty Ltd ACN 052 427 684	327 Settlement Road, Thomastown Vic (registered office) and c/- DFC (Woodstock) ACN 154 138 020 Pty Ltd 863 High Street, Armadale VIC 3143	1145 Donnybrook Road, Donnybrook	- Volume 12261 Folio 391 being Lot AN on PS804573T - Volume 12261 Folio 392 being Lot AR on PS804573T - Volume 12261 Folio 394 being Lot AG on PS804573T - Volume 12261 folio 397 being Lot K on PS804573T - Volume 12261 folio 396 being Lot C on PS804573T - Volume 12316 folio 199 being Lot V on PS828047G	32 & 33	717349	Mortgage(s) on Lot AN, Lot AR, Lot AG, Lot K and Lot C of PS804573T: - Australia and New Zealand Banking Group Ltd instrument number AT009825P - DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AT463618H Mortgage(s) on Lot V on PS828047G: - Australia and New Zealand Banking Group Ltd instrument number AT009825P - DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AT463618H Mortgage(s) on Lot Q on PS825777H: - Australia and New Zealand Banking Group Ltd instrument number AT009825P - DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AT463618H



Maddocks

		• Volume 12260 folio 474 being Lot Q on PS825777H • Volume 12435 folio 368 being Lot AZ on PS847488R • Volume 12377 folio 489 being Lot 5001 on PS833839R • Lot BB on PS847514T being part of the land contained in certificate of title volume 12437 folio 003		Mortgage(s) on Lot AZ on PS847488R: • Australia and New Zealand Banking Group Ltd instrument number AV593948Q • DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AV593949N Mortgage(s) on Lot 5001 on PS833839R: • Australia and New Zealand Banking Group Ltd instrument number AV593948Q • DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AV595949N Mortgage(s) on Lot BB on PS847488R being part of the land contained in certificate of title volume 12437 folio 003: • Australia and New Zealand Banking Group Ltd instrument number AV593948Q • DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AV593949N
--	--	---	--	---



Maddocks

Schedule 3 Maintenance Period

Maintenance Period

Infrastructure Type	Maintenance Period
Soft Landscaping	As per Planning Permit
Transport Infrastructure Project	3 months (concurrent with any maintenance period required by the relevant authority)
Community Infrastructure Project	n/a
Recreation Infrastructure Project	n/a

Interstate offices
Canberra Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com



Maddocks

Schedule 4 GAIC

Table referred to in clause 20.1

Project Number/Description in ICP	Description of the Inner Public Purpose Land Space Land and intended public purpose	Size of the area involved
NIL	NIL	NIL

INFORMATION ONLY
AW491508



Maddocks

Schedule 5 Milestones

Milestones for provision of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	PIP Project No.	Quantum of Land	Provision Trigger/time for provision of Inner Public Purpose Land
Premier Bay Lots 2 & 3			
RD-05** Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1A-i	2.508 Ha (including all three parts 1A-i, 1A-ii, and 1B) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
RD-05** Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation	1A-ii		In accordance with the PIP
RD-05** Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation	1B		In accordance with the PIP
IN-04 Intersection: Donnybrook Road & Koukoura Drive Acquisition of land for ultimate alignment of intersection	2	0.9136 Ha (Part of IN-04) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive Acquisition of land for ultimate alignment of intersection	3A	2.088 Ha (Part of IN-07, including 3A & 3B) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive	3B		In accordance with the PIP



Maddocks

Acquisition of land for ultimate alignment of intersection			
IN-11** Intersection: Cameron Street & Koukoura Drive Acquisition of land for ultimate alignment of intersection	4A	2.2875 Ha (Part of IN-11) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
CI-04 Koukoura Drive Community Centre (with library) Acquisition of land for a community facility (level 3 multipurpose facility at LTC-1 with family resource centre and branch library)	9	2.0 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
SR-03 Darebin Creek Sports Reserve Acquisition of land for a sports and recreation facility (outdoor multi-purpose sports field and pavilion near LTC-4)	11	8.0 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-16** Local Park	12B	0.0604 ha (Part of LP-16) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-18** Local Park	14A	0.895 Ha (Part of LP-18) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-19 Local Park	15	0.272 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-20 Local Park	16	0.384 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP



Maddocks

LP-21 Local Park	17	1.056 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-22 Local Park	18	0.385 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-23 Local Park	19	1.196 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
Total Inner Public Purpose Land (properties 32 & 33)		21.828 Ha or otherwise in the total in accordance with the above	In accordance with Donnybrook/Woodstock ICP
The Quantum of Land is an estimate only. The parties should refer to the PIP.			
** Part of the Land Project sits outside of properties 32 & 33, the quantum of land for these projects is provided in accordance to Donnybrook/Woodstock ICP.			



Maddocks

Schedule 6 Public Land - Land Credit Amount and Land Equalisation Amounts

Agreed Land Credit Amount and Agreed Land Equalisation Amount in respect of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	PIP Project No.	Quantum of Land	Agreed Land Credit Amount – as at July 2021	Agreed Land Equalisation Amount – (2021/22 FY)
Premier Bay Lots 2 & 3				
RD-05 Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1A-i	2.508 Ha (including all three parts 1A-i, 1A-ii, and 1B)		
RD-05 Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1A-ii			
RD-05 Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1B			
IN-04 Intersection: Donnybrook Road & Koukoura Drive Construction of a primary arterial to a secondary arterial road 4-way intersection (interim treatment)	2	0.9136 Ha (Part of IN-04)		
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive Acquisition of land for ultimate alignment of intersection	3A	2.088 Ha (Part of IN-07, including 3A & 3B)		
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive	3B			



Maddocks

Acquisition of land for ultimate alignment of intersection				
IN-11 Intersection: Cameron Street & Koukoura Drive Acquisition of land for ultimate alignment of intersection	4A	2.2875 Ha (Part of IN-11)		
CI-04 Koukoura Drive Community Centre (with library) Acquisition of land for a community facility (level 3 multipurpose facility at LTC-1 with family resource centre and branch library)	9	2.0 Ha		
SR-03 Darebin Creek Sports Reserve Acquisition of land for a sports and recreation facility (outdoor multi-purpose sports field and pavilion near LTC-4)	11	8.0 Ha		
LP-16 Local Park	TBA	0.0604 ha (Part of LP-16)		
LP-18 Local Park	14A	0.895 Ha (Part of LP-18)		
LP-19 Local Park	15	0.272 Ha		
LP-20 Local Park	16	0.384 Ha		
LP-21 Local Park	17	1.056 Ha		
LP-22 Local Park	18	0.385 Ha		
LP-23 Local Park	19	1.196 Ha		
Total (prop. 32 and 33)		21.828 Ha	\$1,877,846.98	\$1,497,745.79
Total balance of Land Credit Amount and Land Equalisation Amount			\$380,101.19	
NDA 143.507 Ha				
Per Hectare Agreed Land Credit Amount payment amount			\$2,648.66 (refer clause 6.1.2 for method of payment)	

The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to Indexation.

The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to change in the same way and at the same time that the Land Credit Amount and the Land Equalisation Amount are varied and or recalculated by the Infrastructure Contribution Plan including Indexation.



Maddocks

The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are to be adjusted proportionately where the quantum of land is varied and or recalculated by the Infrastructure Contribution Plan.

INFORMATION ONLY
AW491508



Maddocks

Schedule 7 Transport Infrastructure Projects

ICP Project No.	PIP Project No.	Description of the Transport Infrastructure Project	Project Extent	Provision Trigger	Agreed Infrastructure Project Value – (2021/22 FY)
Premier Bay Lots 2 & 3					
RD-05	1A-i	Road Construction of 2 land divided carriageway (interim treatment), excluding intersections	77% in total, 731.5 linear metres (including RD-5 1A-i, 1A-ii, and 1B)		\$8,612,334.39 in total (including the value for all three parts RD-5 1A-i, 1A-ii, and 1B)
RD-05	1A-ii	Road Construction of 2 land divided carriageway (interim treatment), excluding intersections			
RD-05	1B	Road Construction of 2 land divided carriageway (interim treatment), excluding intersections			
IN-04	2	Intersection Construction of primary arterial to secondary arterial 3-way intersection (interim treatment)	100%		\$6,798,655
IN-07	3A	Intersection Construction of secondary arterial to boulevard connector street 4-way intersection – Part of southern leg only (interim treatment)	5.5%, small section of approach.		\$203,458.59



Maddocks

IN-07	3B	Intersection Construction of secondary arterial to boulevard connector street 4-way intersection – Remainder of intersection (interim treatment)	94.5%, 4 legs		\$3,495,788.51
IN-11	4A	Intersection Construction of secondary arterial to boulevard connector (west) road and connector street (east) 4-way intersection – south, east and west legs (interim treatment)	75%, southern, eastern and western legs		\$3,917,103.24
BR-03	7	Major Culvert Construct a GGF habitat suitable culvert/bridge crossing of Darebin Creek – 2 lane major culvert crossing	100%		\$4,162,974
BR-04	8	Major Culvert Construct a GGF habitat suitable culvert/bridge crossing of Darebin Creek – 2 lane major culvert crossing	100%		\$3,672,360

The Agreed Infrastructure Project Value is subject to Indexation.

The Agreed Infrastructure Project Value is to be adjusted proportionately if less than the full extent of the Project is delivered.

The Agreed Infrastructure Project Value is subject to change in the same way and at the same time that the Infrastructure Project Value is varied and or recalculated by the Infrastructure Contribution Plan including Indexation.



Maddocks

Schedule 8 Community Infrastructure Projects

Community Infrastructure Projects

Nil

INFORMATION ONLY
AWM 91508



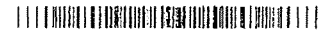
Maddocks

Schedule 9 Recreation Infrastructure Projects

Recreation Infrastructure Projects

Nil

INFORMATION ONLY
AW491508

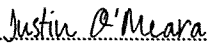


Maddocks

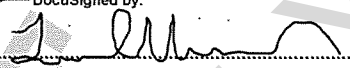
Signing Page

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

Signed, Sealed and Delivered by Justin O'Meara and Liam Wilkinson on behalf of Whittlesea City Council pursuant to the power delegated to them by an Instrument of Delegation in the presence of:

DocuSigned by:

.....
Delegate DF3BDFDAF06D435...
DocuSigned by:

.....
Witness FCE6231B364C42B...

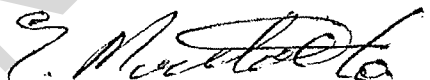
DocuSigned by:

.....
Delegate 37D7C4096B4F443...
DocuSigned by:

.....
Witness 6055AD18200D402...

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

Executed by Premier Bay Pty Ltd ACN 052 427 684 :)
in accordance with section 127 of the Corporations Act :)
2001: :)


.....
Rosalba Portella
Director
79 Blossom Park Drive
Mill Park VIC 3082


.....
Tommaso Montalto
Director / Secretary
295 Brookville Drive
Craigieburn VIC 3064



Maddocks

**Australia and New Zealand Banking Group Ltd
Mortgagee's Consent**

Australia and New Zealand Banking Group Ltd as Mortgagee under the following instruments of mortgage:

- a) Instrument AT009825P, volume 12261 folio 391, volume 12261 folio 392, volume 12261 folio 394, volume 12261 folio 397, volume 12261 folio 396, volume 12316 folio 199 & volume 12260 folio 474
- b) Instrument AV593948Q, volume 12435 folio 368, volume 12377 folio 489 & volume 12437 folio 003

consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the relevant covenants and conditions of this Agreement.

Signed for and on behalf of Australia)
and New Zealand Banking Group)
Limited ABN 11 005 357 522 by the)
party's attorney pursuant to power of)
attorney dated 23 November 2021 in)
the presence of:)

.....
Witness- William Gluyas

.....
Attorney

Gary Ian Harris

.....
Name of attorney (print)



Maddocks

**DF (Woodstock) Developments Pty Ltd
Mortgagee's Consent**

DF (Woodstock) Developments Pty Ltd ACN 149 132 472 as Mortgagee under the following instruments of mortgage:

- a) Instrument AT463618H, volume 12261 folio 391, volume 12261 folio 392, volume 12261 folio 394, volume 12261 folio 397, volume 12261 folio 396, volume 12316 folio 199 & volume 12260 folio 474
- b) Instrument AV593949N, volume 12435 folio 368, volume 12377 folio 489 & volume 12437 folio 003

consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the relevant covenants and conditions of this Agreement.

.....
Ian Morris Kiefel
Director

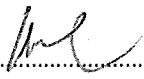
.....
Adam Soffer
Secretary



Maddocks

**DF (Woodstock) FRR Pty Ltd
Caveator's Consent**

DF (Woodstock) FRR Pty Ltd ACN 153 551 930 as Caveator under instrument AV593950E consents to the Owner entering into this Agreement.

..... 

Ian Morris Kiefel
Director



Adam Soffer
Secretary

INFORMATION ONLY
AV591508E

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS828074D
Number of Pages (excluding this cover sheet)	10
Document Assembled	12/11/2025 10:55

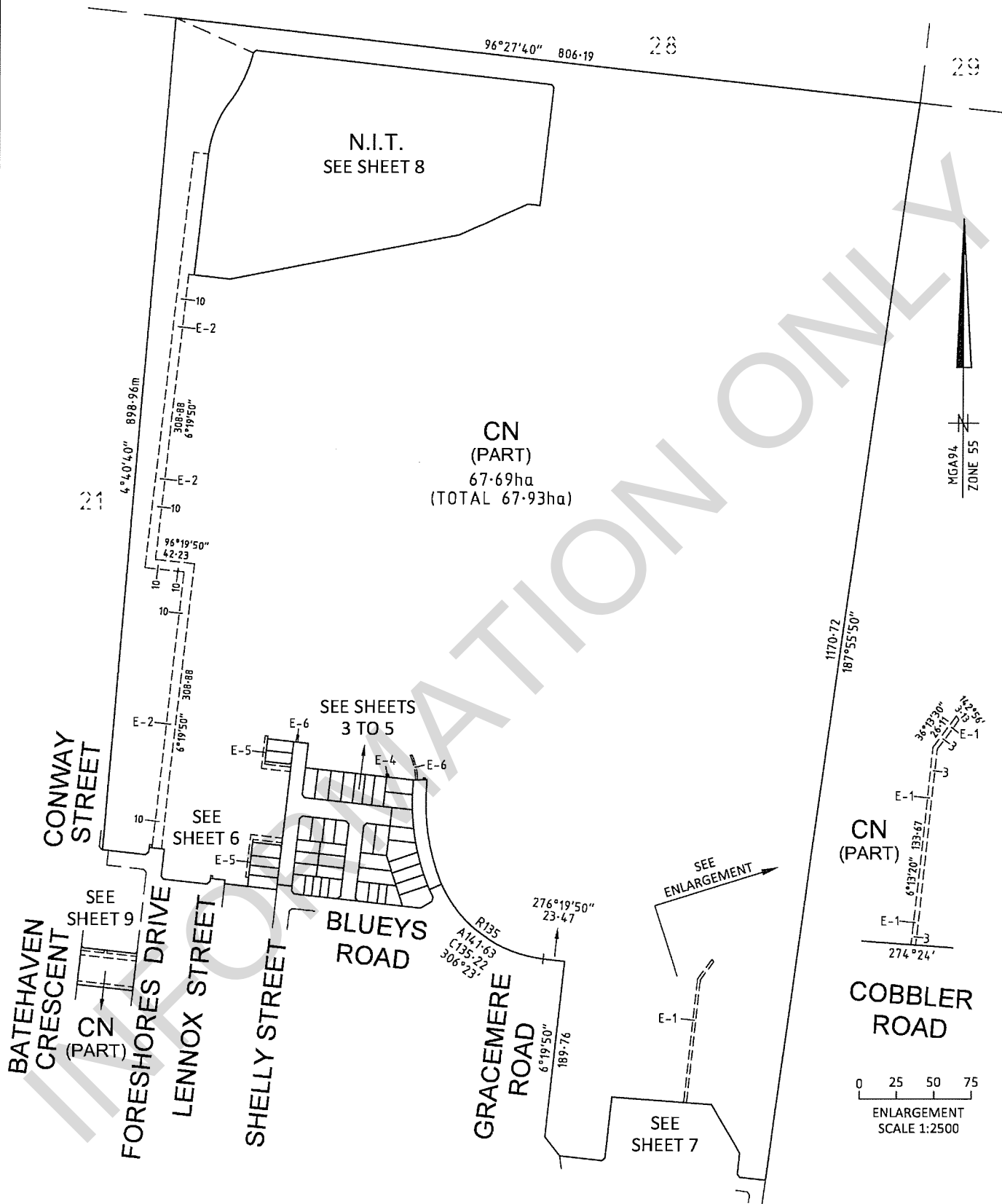
Copyright and disclaimer notice:

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

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

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D



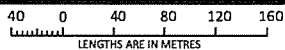
asmec

an smc company

© SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 16075-PB29

SCALE
1:4000



Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

ORIGINAL SHEET
SIZE: A3

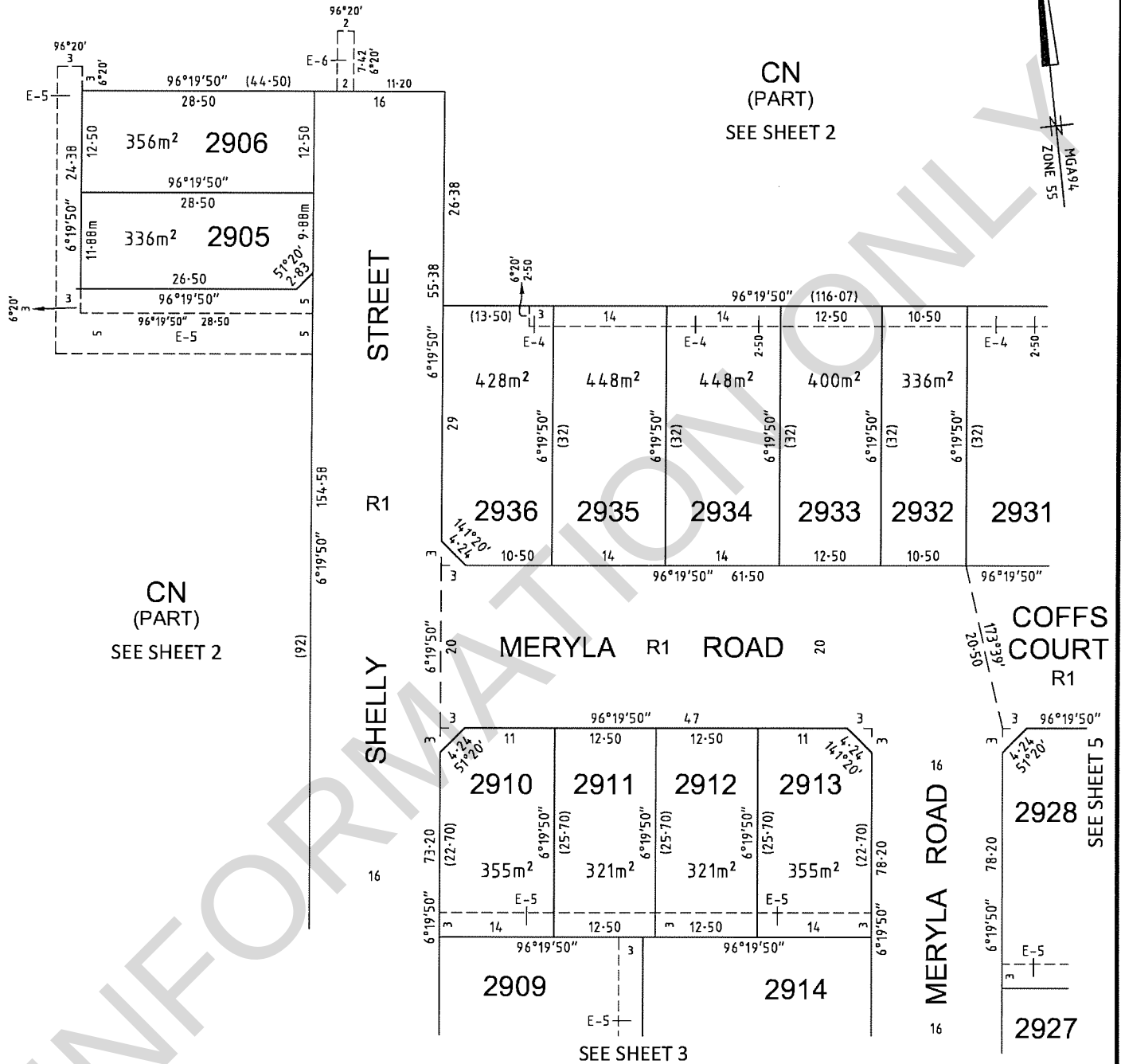
SHEET 2

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

PLAN OF SUBDIVISION

PLAN NUMBER

PS828074D



an sm company

© SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 16075-PB29

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

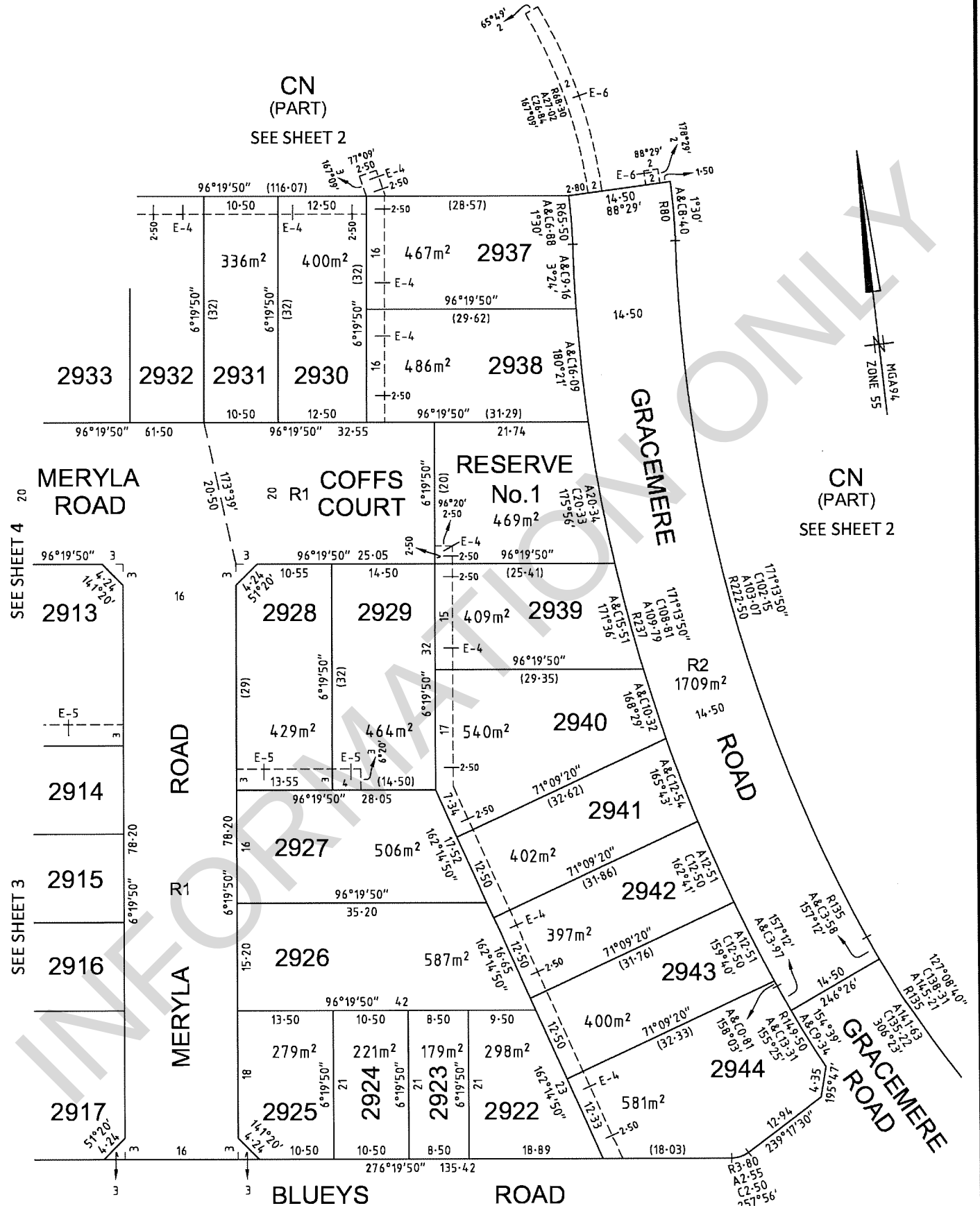
ORIGINAL SHEET
SIZE: A3

SHEET 4

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

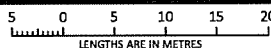
PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D



an company
© SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008 REF 16075-PB29

SCALE
1:500



Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

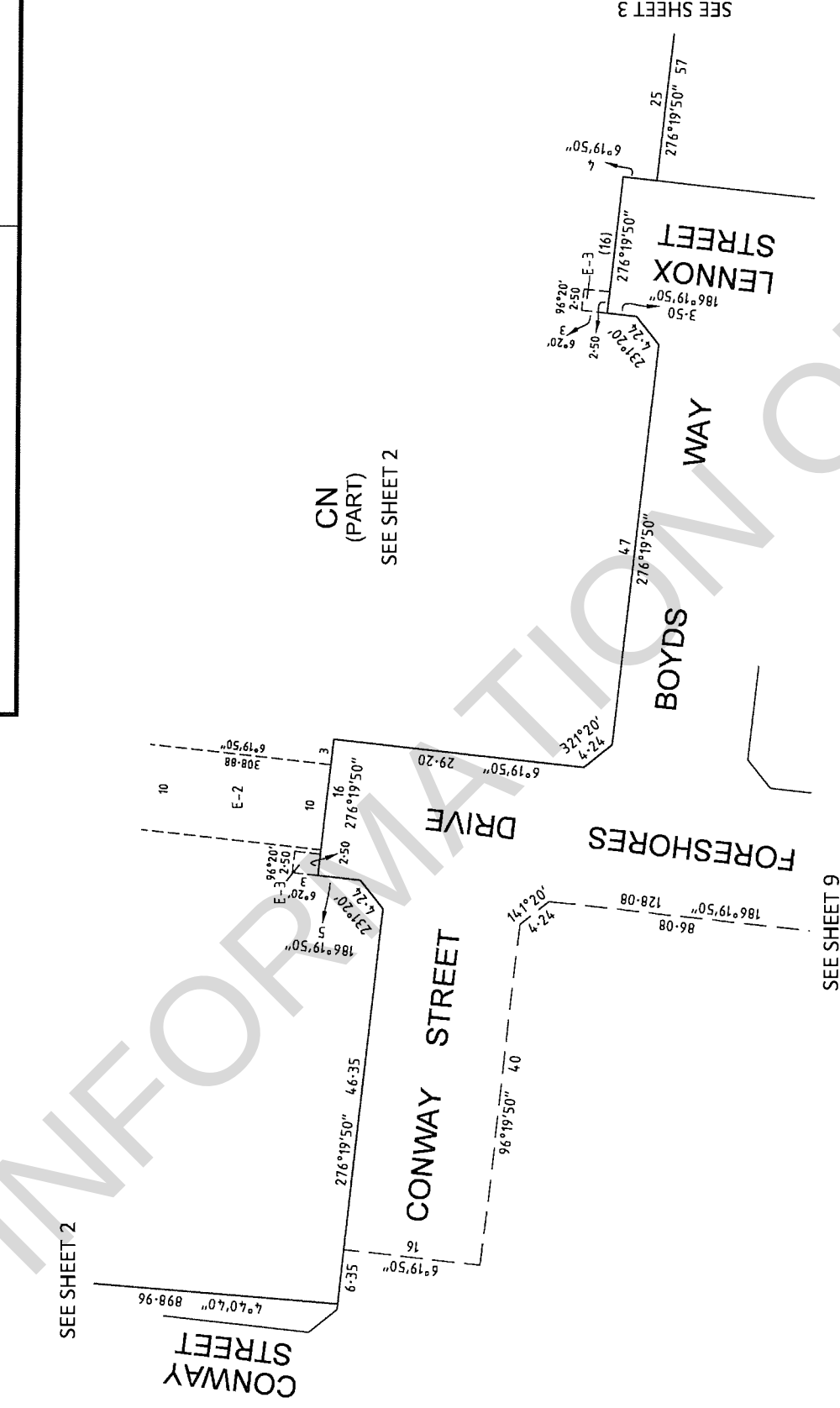
ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D



psmec

© SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

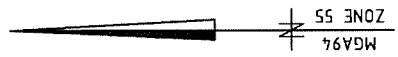
SCALE
1:500

Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

ORIGINAL SHEET
SIZE A3

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

15



 an  company © SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149) TOWER 4, LEVEL 20, 727 COLLINS STREET DOCKLANDS VIC 3008 REF 1607s-PB29	SCALE 1:750		7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 7
	Digitally signed by: Rohan Bakker, Licensed Surveyor, Surveyor's Plan Version (H), 20/03/2025, SPEAR Ref: S218666P Digitally signed by: Whittlesea City Council, 08/04/2025, SPEAR Ref: S218666P				

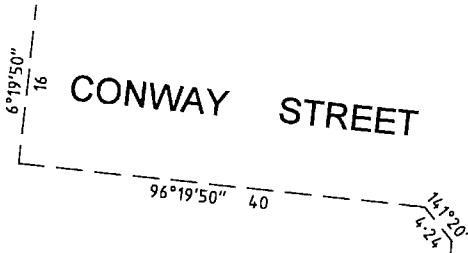
REF 1607s-PB29

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D



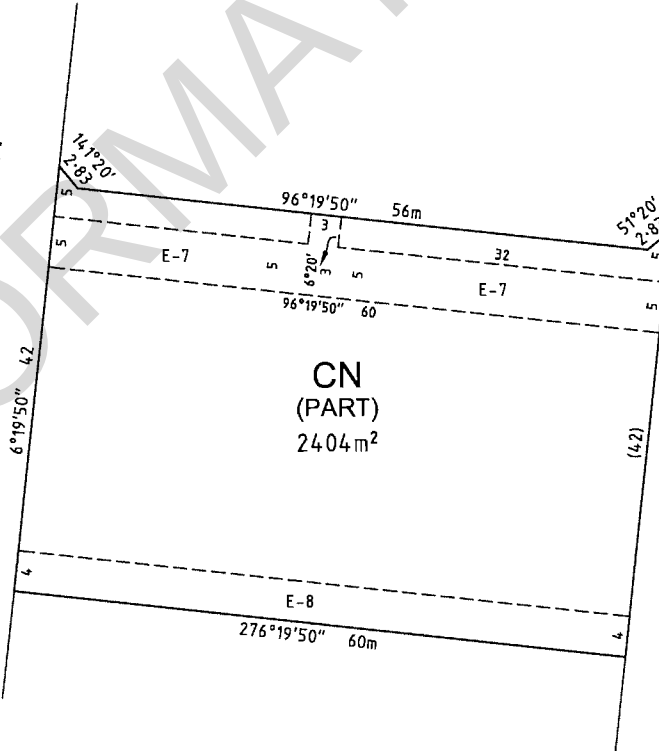
SEE SHEET 6



CONWAY STREET

DRIVE

BATEHAVEN CRESCENT



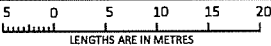
FORESHORES



an  company
© SMEC AUSTRALIA PTY LTD (ABN 47 085 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 1607s-PB29

SCALE
1:500



Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

ORIGINAL SHEET
SIZE: A3

SHEET 9

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

PLAN OF SUBDIVISION

PLAN NUMBER

PS828074D**CREATION OF RESTRICTION 1**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 2901 to 2944 (both inclusive)

Benefited Land: Lots 2901 to 2944 (both inclusive)

1. With the exception of any variations approved by the Design Panel appointed by DFC (Woodstock) Pty Ltd (**Design Panel**) and the Responsible Authority:
 - (a) the burdened land must not be used or developed unless in accordance with the plans approved by the Design Panel and the provisions set out in the Eastside at Peppercorn Hill Guidelines;
 - (b) each of Lots 2901 to 2916 and 2926 to 2944 (all inclusive) must not be used or developed unless in accordance with the Memorandum of Common Provisions with dealing number AA010132 and the building envelopes contained in Memorandum of Common Provisions with dealing number AA010664;
 - (c) each of Lots 2910, 2913, 2928, 2936 and 2944 must not be used or developed unless the side wall of the first level of any dwelling on the corner lot:
 - (i) is no less than 900mm from the ground level wall that faces a side street; or
 - (ii) contains no less than 30% glazing for the area of the wall and the remainder of the wall is constructed in contrasting material finishes;
 - (d) each of Lots 2901 to 2916 and 2926 to 2944 (all inclusive) must not be used or developed unless the garage is set back at least 5 metres from the front boundary of the lot;
2. Each of Lots 2917 to 2925 is defined as a Type A lot under the Small Lot Housing Code, and cannot be used unless:
 - (a) in accordance with the Small Lot Housing Code under the Whittlesea Planning Scheme unless in accordance with a planning permit granted to construct a dwelling on the land;
3. The burdened land must not contain more than one dwelling and/or be further subdivided.

Expiry date: Clause 1(a), in the above Restriction shall expire 10 years after the registration of this plan of subdivision.



an s3 company

© SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 16075-PB29

Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

ORIGINAL SHEET
SIZE: A3

SHEET 10

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

INFORMATION ONLY