



CONTRACT OF SALE

Vendor: Ranjeet Singh and Sandeep Kaur
Property: 10 Stenning Street, Wollert VIC 3750

Prepared By:
Singh Property Transfers
Ph: 03 9631 2788
E: info@singhpropertytransfers.com.au
45 Miller Street,
Epping – 3076
VIC

Property: 10 Stenning Street, Wollert

As per the new legislation we enclose a GST Withholding Notice for you and your client's attention.

Our Client, Ranjeet Singh and Sandeep Kaur, confirms the Purchaser, **IS NOT** required to remit any GST to the ATO pursuant to the GST Withholding clause in the Contract of Sale dated .

GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

Property Details

Property Type	Residential Land
Property Address	10 Stenning Street, Wollert VIC 3750
Lot and Plan	1312 PS905182W
Volume and Folio	12619/986

Vendor Details

Vendors Full Name	Ranjeet Singh and Sandeep Kaur
Vendor ABN	

Transaction Details

Purchase Price	\$
GST Withholding amount	No amount payable

Vendor's Signature _____

Date _____

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 10 Stenning Street, Wollert VIC 3750

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing Ranjeet Singh and Sandeep Kaur

State nature of authority if applicable N/A

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

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

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

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

PARTICULARS OF SALE

REAL ESTATE AGENT: Harcourts Rata & Co
1/337 Settlement Road, Thomastown VIC 3074
Tel: 0456 203 040
Email: sold@rataandco.com.au

VENDOR: Ranjeet Singh and Sandeep Kaur

VENDOR'S REPRESENTATIVE: SINGH PROPERTY TRANSFERS
Contact Person – Jaspal Singh
Ph: 03 9631 2788
Email: info@singhpropertytransfers.com.au
Office: 45 Miller Street, Epping VIC - 3076
Ref: 25:8906:Singh

PURCHASER: Name/s:
.....
Address:

PURCHASER'S REPRESENTATIVE: Name:
Address:
Tel: Email:

STREET ADDRESS: 10 Stenning Street, Wollert VIC 3750
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 1312 on PS905182W.
Certificate of Title VOLUME: 12619 FOLIO: 986

CHATELS: **Not Applicable – Vacant Land**

PRICE: \$ _____

DEPOSIT: \$ _____ PAYABLE BY ___/___/___ OF WHICH
\$ _____ HAS BEEN PAID.

BALANCE: \$ _____

SETTLEMENT/PAYMENT OF BALANCE is due on ___/___/___
(general condition 10)
being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession / or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price, unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the purchaser's representative has been notified of the registration of the Plan of Subdivision; or
- 14 days after the purchaser's representative has been notified of the issuing of the certificate of occupancy or certificate of completion

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

GST (refer to general condition 13)

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

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

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

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box.

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

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

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

Encumbrances

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

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

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount: \$

Approval date:

Off the Plan Concession

FOR OWNER OCCUPIER ONLY

Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

Class of building	Fixed % building works component
<input type="checkbox"/> Single lot freestanding	45%
<input type="checkbox"/> Multi-lot low rise up to and including three storeys	80%
<input type="checkbox"/> High rise	75%

$$\begin{array}{rclcl}
 \text{Contract price including GST} & \times & \text{\% of building works component} & \text{Equals} & \text{100\% building works components} \\
 \$ \boxed{} & \times & \boxed{} \% & = & \$ \boxed{} \\
 \text{From (1) above} & & \text{From (2) above} & &
 \end{array}$$

Actual % of construction works completed after the contract %

$$\begin{array}{rclcl}
 \text{100\% building Deemed construction costs after the contract} & \times & \text{works component} & \text{Deemed \% con} & \text{Equals} & \text{rks} \\
 \$ \boxed{} & \times & \boxed{} \% & \text{act*} & = & \$ \boxed{} \\
 \text{From (3) above} & & \text{Please round up, ie 60\&, 70\%} & & &
 \end{array}$$

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

$$\begin{array}{rcl}
 \text{The contract price (total price paid including GST)} & & \$ \boxed{} \\
 \text{From (1) above} & & \\
 \text{Less the cost of construction occurring after the contract including GST} & \text{less} & \$ \boxed{} \\
 \text{From (5) above} & & \\
 \text{The dutiable value for the lot} & \text{Equals} & \$ \boxed{}
 \end{array}$$

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Special Conditions

1

1A Acceptance of title

General condition 12.4 is added:

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

1B Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3 Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

4 No representations

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

5 Dwelling

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

6 Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

7 Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

8 Guarantee

If a company purchases the property:

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

9 FIRB Approval

- 9.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 9.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 9.3 This warranty and indemnity do not merge on completion of this contract.

10. Solar Panels

The Vendor make no representations or gives any warranties whatsoever with respect to any solar panels 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 arrangements with any energy supplier shall cease on the settlement.

11. Goods

The Purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The Purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

12. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendor's costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$220.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative.

13. Variations

The Buyer acknowledges that pictures provided of building including exteriors and interiors in this contract are digitally generated and are intended for illustrative purposes only and may not necessarily reflect the final product.

The Vendor reserves the right to make variations to the facade, plans, materials, and color selections as they deem necessary during the construction process. These variations may be made without notice to the Buyer.

The Buyer understands and agrees that no changes or alterations to the initial facade, plan, material, colors, appliances, or selections shall be requested during the construction process. The right to make any such changes solely rests with the Vendor.

The Buyer agrees not to make any claims or demands for alterations to the agreed-upon specifications. The Vendor's decision regarding these matters is final, and the Buyer shall accept the property in accordance with the final specifications determined by the Vendor.

14. Plan of Subdivision (If Applicable)

Settlement Date shall be on the date noted on the Contract of Sale OR within 14 days of approval of the Plan of Subdivision by the Registrar of Titles OR within 14 days of the Purchaser receiving the Certificate of Occupancy, whichever is the latter.

If the Plan of Subdivision is not registered within eighteen (18) months after the day of sale, either the Purchaser or the Vendor may after the expiration of that eighteen (18) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.

The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.

Words used in this special condition that are defined in the Building Act 1993 ("the Act") have the same meaning as is given to them by the Act.

The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

15. Windfall Gains Tax (If Applicable)

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

16. NO LAND TAX ADJUSTMENT

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

17. Adjustments and Supporting Documents

Purchaser's legal representative/solicitor/conveyancer shall promptly furnish all necessary adjustments, accompanied by supporting certificates. Failure to provide such certificates shall constitute default by the purchaser, absolving the vendor of any obligation to proceed with property settlement until all requisite certificates, including but not limited to those from council, water, land tax, and owners corporation, are furnished.

GUARANTEE

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

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

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

SIGNED SEALED AND DELIVERED

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)



VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR Ranjeet Singh and Sandeep Kaur
LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 12619 Folio: 986 and known as

STREET ADDRESS 10 Stenning Street, Wollert VIC 3750

IMPORTANT NOTICES TO PURCHASERS

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

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are: - **None to the Vendor's knowledge** However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

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

The land **is not** in a bushfire prone area.

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

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

Information concerning any planning instrument -

Name of planning scheme: Whittlesea Planning Scheme

The responsible authority is: Whittlesea

Zoning and/or Reservation: Refer to property report below

Name of Planning overlay: Refer to property report below

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

FINANCIAL MATTERS IN RESPECT OF THE LAND- Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$5000.00**

1. Whittlesea
2. Yarra Valley Water
3. Owners Corporation details (if applicable)
4. State Revenue Office Land Tax (if applicable)

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

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

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

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

Electricity
Gas
Water
Telephone

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

INFORMATION RELATING TO ANY OWNERS CORPORATION-

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

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

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

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

No such building permit has been granted to the Vendor's knowledge.

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

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

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

NOTICES MADE IN RESPECT OF LAND- Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are contained in certificates herein if applicable.

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

VENDOR'S STATEMENT- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold Singh Property Transfers responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by Singh Property Transfers.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

DAY OF

20

Signature/s of Vendor/s

PURCHASER'S ACKNOWLEDGEMENTS-

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by Singh Property Transfers as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

Signature/s of Purchaser/s

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](https://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.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 12619 FOLIO 986

Security no : 124127618080Y
Produced 29/08/2025 02:40 PM

LAND DESCRIPTION

Lot 1312 on Plan of Subdivision 905182W.
PARENT TITLES :
Volume 12383 Folio 250 Volume 12580 Folio 080
Created by instrument PS905182W 25/06/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
RANJEET SINGH
SANDEEP KAUR both of 10 STENNING STREET WOLLERT VIC 3750
AZ352590V 07/07/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ352591T 07/07/2025
NATIONAL AUSTRALIA BANK LTD

COVENANT PS905182W 25/06/2025

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
AU914967L 14/10/2021

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

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

AGREEMENT Section 173 Planning and Environment Act 1987
AX924000C 19/04/2024

DIAGRAM LOCATION

SEE PS905182W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS905182W (B)	PLAN OF SUBDIVISION	Registered	25/06/2025
AZ352590V (E)	TRANSFER	Registered	07/07/2025
AZ352591T (E)	MORTGAGE	Registered	07/07/2025

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

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

Street Address: 10 STENNING STREET WOLLERT VIC 3750

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

Page 2 of 2

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 07/07/2025

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS905182W
Number of Pages (excluding this cover sheet)	9
Document Assembled	29/08/2025 14:40

Copyright and disclaimer notice:

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

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

PLAN OF SUBDIVISION		LUV USE ONLY EDITION	PLAN NUMBER PS905182W	
LOCATION OF LAND		Council Name: Whittlesea City Council Council Reference Number: PLN-38320 Planning Permit Reference: P717910 SPEAR Reference Number: S186663V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 06/04/2023 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Renee Kueffer for Whittlesea City Council on 27/05/2025 Statement of Compliance issued: 04/06/2025		
PARISH: KALKALLO TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 5 (PART) & 8 (PART) TITLE REFERENCES: Vol. 12383 Fol. 250 Vol. 12580 Fol. 080 LAST PLAN REFERENCE/S: PS837658Y (LOT F) PS841658A (LOT K) POSTAL ADDRESS: (At time of subdivision) 115 BODYCOATS ROAD WOLLERT, 3750 MGA2020 Co-ordinates (of approx centre of land in plan) E 325 060 N 5 839 060 ZONE 55				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/ BODY/ PERSON	LOTS 1 to 1300 AND 1323 to 1331 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. EASEMENTS E-13, E-16 AND E-18 HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 9 FOR FURTHER DETAILS. OTHER PURPOSE OF THE PLAN: REMOVAL OF SEWERAGE EASEMENT E-3 ON PS837658Y. REMOVAL OF DRAINAGE EASEMENT E-4 ON PS837658Y AS IT AFFECTS CASTLETROY CIRCUIT AND STENNING STREET ON THIS PLAN. REMOVAL OF DRAINAGE & SEWERAGE EASEMENT E-5 ON PS837658Y. GROUNDS FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.		
ROAD R1	WHITTLESEA CITY COUNCIL			
RESERVE No.1	WHITTLESEA CITY COUNCIL			
RESERVE No.2	WHITTLESEA CITY COUNCIL			
RESERVE No.3	WHITTLESEA CITY COUNCIL			
RESERVE No.4	AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): 10, 13, 43, 92, 99, 107, 108, 109, 113 AND MMBW4173 (PARISH OF KALKALLO) PROCLAIMED SURVEY AREA: 74 WOLLERT RISE 13 2.728ha		25 LOTS		
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/ In Favour Of
E-1	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS837651P PS837651P	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-2	DRAINAGE	SEE PLAN	PS837652M	WHITTLESEA CITY COUNCIL
E-3	WATER SUPPLY (THROUGH UNDERGROUND PIPES) DISTRIBUTION AND/ OR TRANSMISSION OF GAS	SEE PLAN SEE PLAN	PS841657C PS841657C (SECTION 146 GAS INDUSTRY ACT 2001)	YARRA VALLEY WATER CORPORATION AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-4	DRAINAGE SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES) DISTRIBUTION AND/ OR TRANSMISSION OF GAS	SEE PLAN SEE PLAN SEE PLAN SEE PLAN	PS837652M PS837652M PS837652M PS837652M (SECTION 146 GAS INDUSTRY ACT 2001)	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION YARRA VALLEY WATER CORPORATION AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-5	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
E-6	POWERLINE	SEE PLAN	THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD
SEE SHEET 2 FOR CONTINUATION				2459S-13 VER.G.DWG BC/ BC
 an smec company © SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149) TOWER 4, LEVEL 20, 727 COLLINS STREET DOCKLANDS VIC 3008		SURVEYOR REF: 2459s-13 Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (G), 19/05/2025, SPEAR Ref: S186663V	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 9
		Land Use Victoria Plan Registered 10:50 AM 25/06/2025 Assistant Registrar of Titles		

PLAN OF SUBDIVISION

PLAN NUMBER
PS905182W

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/ In Favour Of
E-7	DRAINAGE	SEE PLAN	PS841657C	WHITTLESEA CITY COUNCIL
E-8	SEWERAGE	SEE PLAN	PS841657C	YARRA VALLEY WATER CORPORATION
E-9	DRAINAGE	SEE PLAN	PS841657C	WHITTLESEA CITY COUNCIL
	SEWERAGE	SEE PLAN	PS841657C	YARRA VALLEY WATER CORPORATION
E-10	DRAINAGE	SEE PLAN	PS841658A	WHITTLESEA CITY COUNCIL
E-11	SEWERAGE	SEE PLAN	PS841658A	YARRA VALLEY WATER CORPORATION
E-12	DRAINAGE	SEE PLAN	PS841658A	WHITTLESEA CITY COUNCIL
	SEWERAGE	SEE PLAN	PS841658A	YARRA VALLEY WATER CORPORATION
E-14	GAS AND FUEL	27	INST. Y8090N (BOOK 825 No.805)	SEE INST. Y8090N
E-15	POWERLINE	SEE PLAN	PS837658Y (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD
E-17	DRAINAGE	2	PS837658Y	WHITTLESEA CITY COUNCIL
E-19	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	YARRA VALLEY WATER CORPORATION
	DISTRIBUTION AND/OR TRANSMISSION OF GAS	SEE PLAN	THIS PLAN (SECTION 146 GAS INDUSTRY ACT 2001)	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-20	SEWERAGE	2.50	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-21	DRAINAGE	2.50	THIS PLAN	WHITTLESEA CITY COUNCIL
	POWERLINE	2.50	THIS PLAN (SECTION 88 OF ELECTRICITY INDUSTRY ACT)	AUSNET ELECTRICITY SERVICES PTY LTD
E-22	SEWERAGE	2.50	THIS PLAN	YARRA VALLEY WATER CORPORATION
	POWERLINE	2.50	THIS PLAN (SECTION 88 OF ELECTRICITY INDUSTRY ACT)	AUSNET ELECTRICITY SERVICES PTY LTD



an smec company

©SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 2459s-13

ORIGINAL SHEET
SIZE: A3

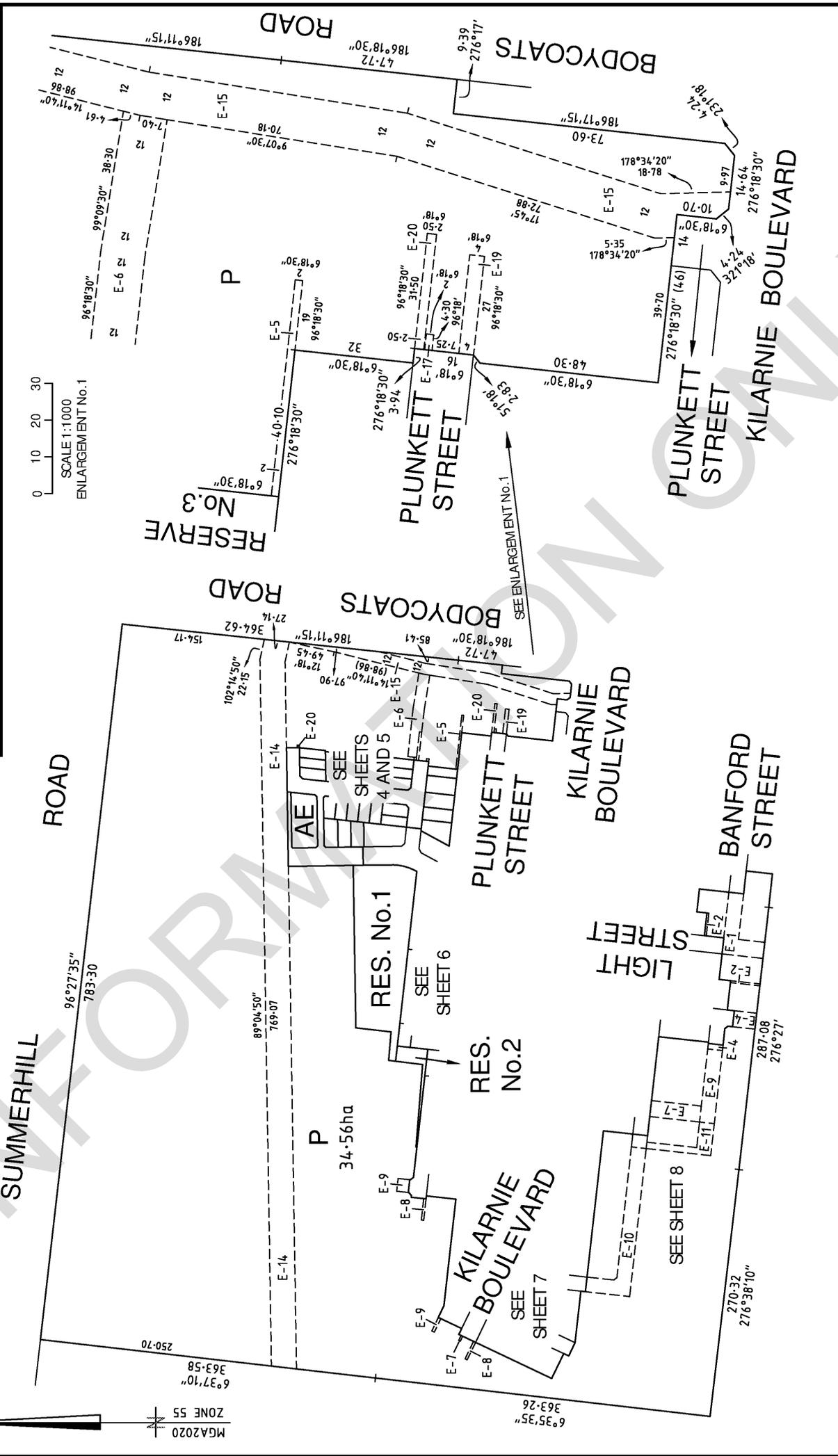
SHEET 2

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (G),
19/05/2025, SPEAR Ref: S186663V

Digitally signed by:
Whittlesea City Council,
27/05/2025,
SPEAR Ref: S186663V

PLAN OF SUBDIVISION

PLAN NUMBER
PS905182W



SCALE 1:4000	40 0 40 80 120 160 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 3
-----------------	---	---------------------------	---------

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (G),
19/05/2025, SPEAR Ref: S186663V

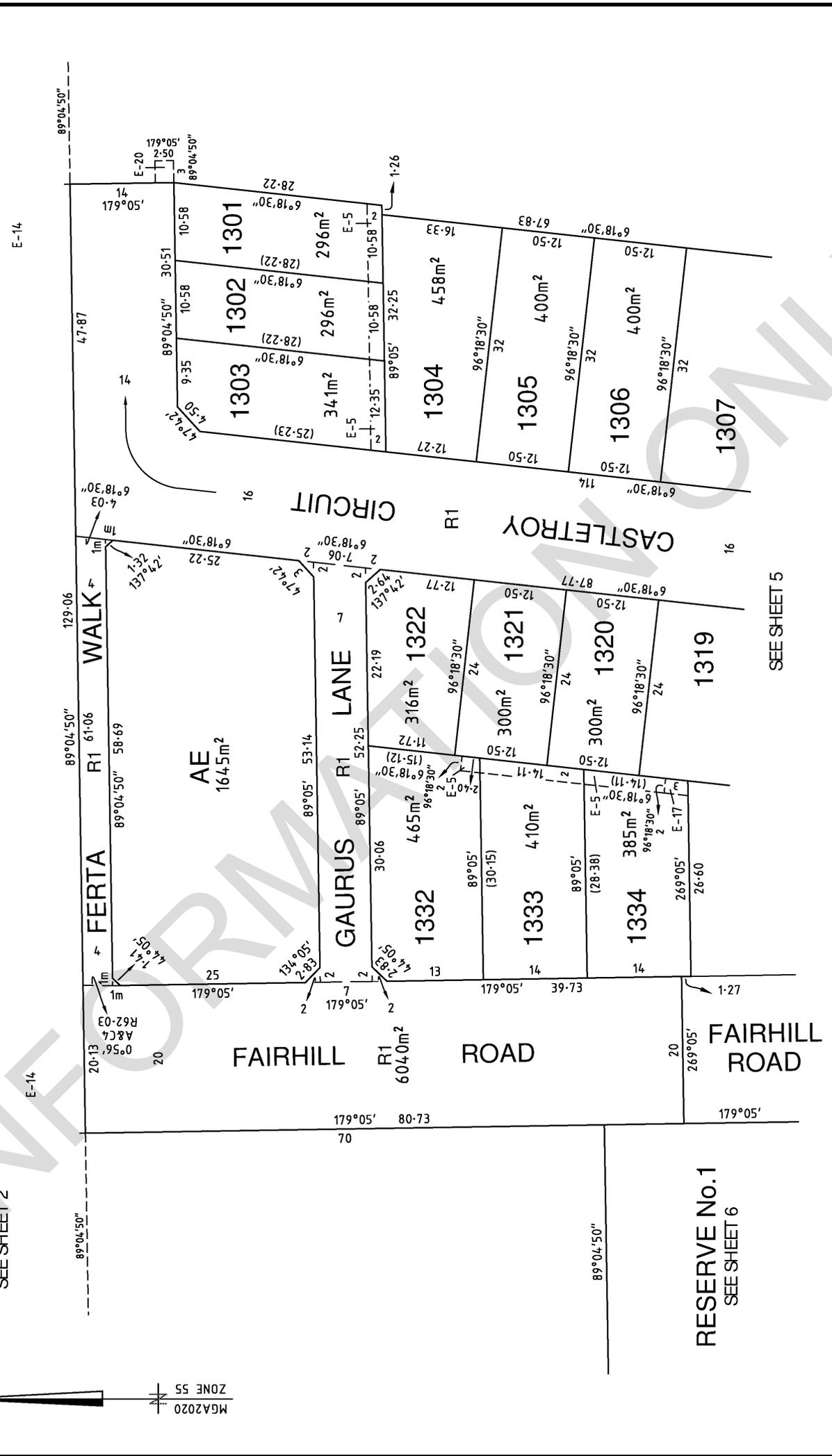
asmec
an company

© SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 2459s-13

PLAN OF SUBDIVISION

PLAN NUMBER
PS905182W

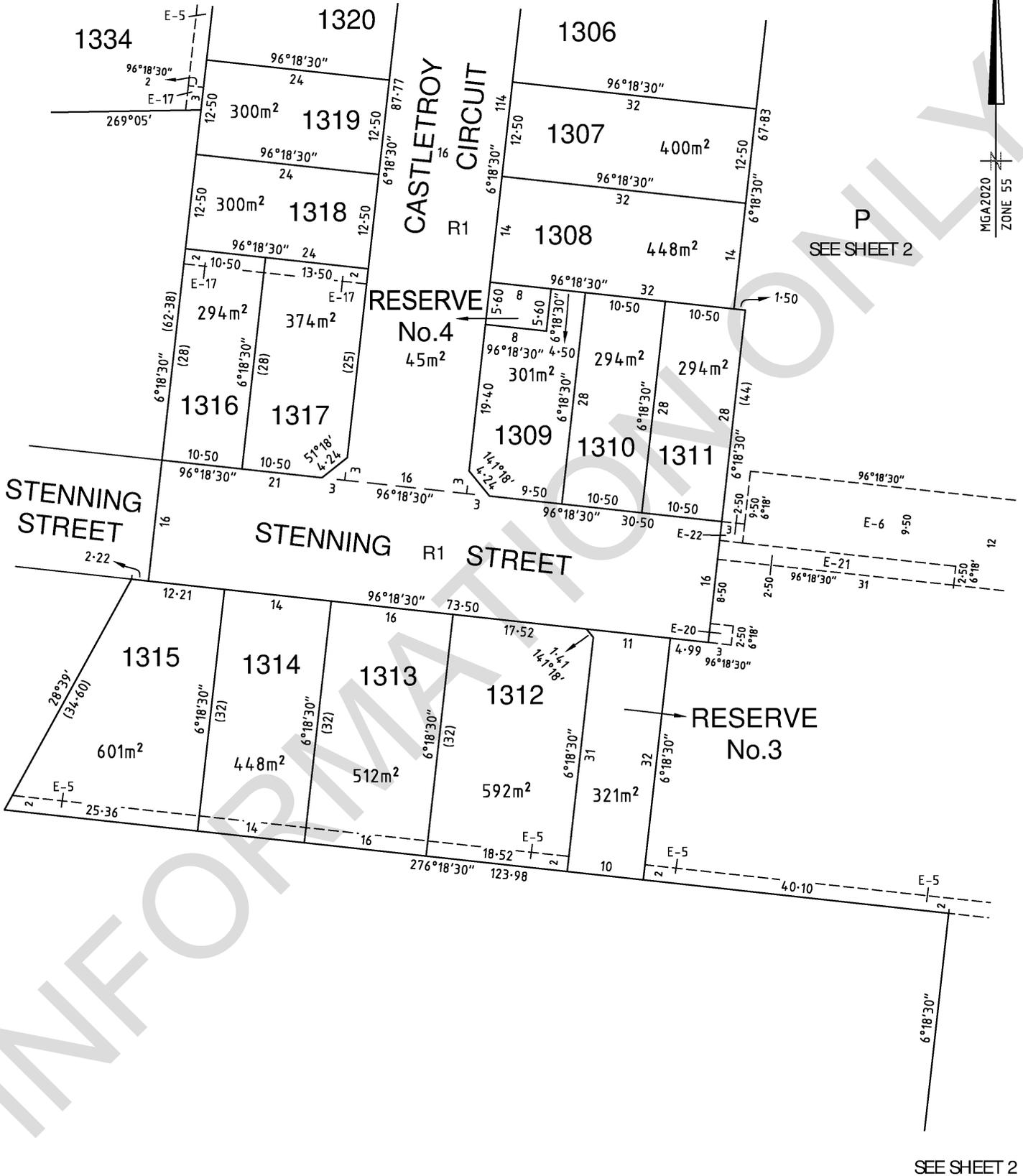


<p>an company © SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149) TOWER 4, LEVEL 20, 727 COLLINS STREET DOCKLANDS VIC 3008</p>	<p>Scale: 1:500</p> <p>Lengths are in metres</p>	<p>Original Sheet Size: A3</p>	<p>Sheet 4</p>
	<p>Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (G), 19/05/2025, SPEAR Ref: S186663V</p> <p>Digitally signed by: Whitesea City Council, 27/05/2025, SPEAR Ref: S186663V</p>		

PLAN OF SUBDIVISION

PLAN NUMBER
PS905182W

SEE SHEET 4



SEE SHEET 2



an company

©SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 2459s-13

SCALE
1:500



Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (G),
19/05/2025, SPEAR Ref: S186663V

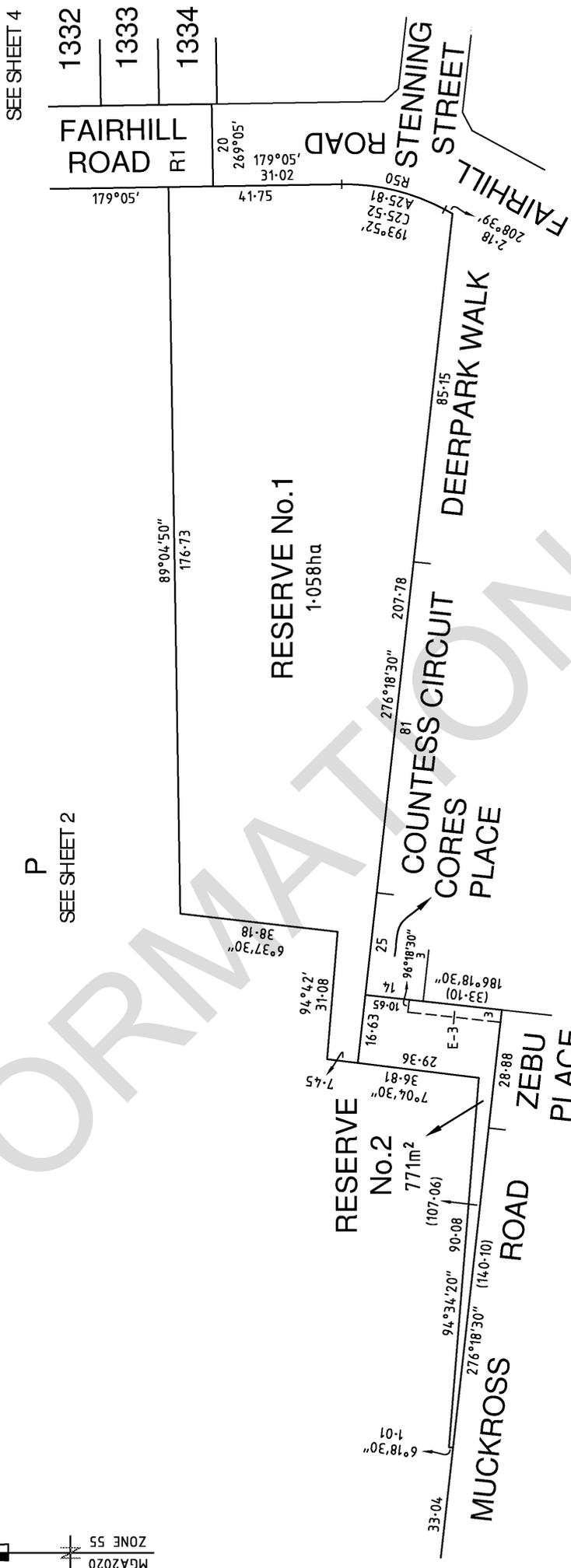
ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by:
Whittlesea City Council,
27/05/2025,
SPEAR Ref: S186663V

PLAN OF SUBDIVISION

PLAN NUMBER
PS905182W



SEE SHEET 4

P
SEE SHEET 2

SEE SHEET 7



an company
© SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 2459s-13

SCALE
1:1000



ORIGINAL SHEET
SIZE A3

SHEET 6

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (G),
19/05/2025, SPEAR Ref: S186663V

Digitally signed by:
Whittlesea City Council,
27/05/2025,
SPEAR Ref: S186663V

PLAN OF SUBDIVISION

PLAN NUMBER
PS905182W

Upon registration of this plan the following restrictions are created:

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.

CREATION OF RESTRICTION A

Burdened Land: Lots 1301 to 1322 and Lots 1332 to 1334 (All Inclusive)

Benefited Land: Lots 1301 to 1322 and Lots 1332 to 1334 (All Inclusive)

Restriction

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

Design Guidelines

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

Dual Plumbing

- The dwelling incorporates a dual plumbing system for the use of recycled water for toilet flushing and garden watering;

Garages

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

Corner Lots

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

Expiry

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

CREATION OF RESTRICTION B

Burdened Land: Set out in table below.

Benefited Land: Set out in table below.

BURDENED LAND set out below	BENEFITED LAND set out below
1301	1302, 1304
1302	1301, 1303, 1304
1310	1308, 1309, 1311

BURDENED LAND set out below	BENEFITED LAND set out below
1311	1308, 1310
1316	1317, 1318

Restriction

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

Expiry

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



an smec company

©SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)
TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 2459s-13

ORIGINAL SHEET
SIZE: A3

SHEET 9

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (G),
19/05/2025, SPEAR Ref: S186663V

Digitally signed by:
Whittlesea City Council,
27/05/2025,
SPEAR Ref: S186663V



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 29/08/2025 02:40:15 PM

Status	Registered	Dealing Number	AZ352590V
Date and Time Lodged	07/07/2025 12:42:17 PM		

Lodger Details

Lodger Code	16089P
Name	NATIONAL AUSTRALIA BANK LTD
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

12619/986

Transferor(s)

Name	DAHUA GROUP MELBOURNE NUMBER 6 PTY LTD
ACN	615975347

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 470000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	RANJEET
Family Name	SINGH
Address	
Street Number	10
Street Name	STENNING
Street Type	STREET



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality WOLLERT
State VIC
Postcode 3750

Given Name(s) SANDEEP
Family Name KAUR

Address
Street Number 10
Street Name STENNING
Street Type STREET
Locality WOLLERT
State VIC
Postcode 3750

Duty Transaction ID

6319475

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	DAHUA GROUP MELBOURNE NUMBER 6 PTY LTD
Signer Name	ALEXANDER MARC KOIDL
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	07 JULY 2025

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	RANJEET SINGH SANDEEP KAUR
Signer Name	MANJIT SINGH DHESI
Signer Organisation	MERENDA CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	07 JULY 2025



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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 04/09/2025 10:12:46 AM

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

Lodger Details

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

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11908/514
11908/515

Instrument and/or legislation

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

Applicant(s)

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

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

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AU914967L
Number of Pages (excluding this cover sheet)	12
Document Assembled	04/09/2025 10:12

Copyright and disclaimer notice:

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

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

**HW
LEBSWORTH**
LAWYERS

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

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

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

Ref: JL:SU:1023494

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

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

Deed of Agreement

Printed 23 August 2021 (##)

Page 1

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

Table of contents

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

Deed of Agreement

Date 11/16/2021

Parties

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

(Owner)

City of Whittlesea

of 25 Ferres Boulevard, South Morang VIC 3752

(Council)

Recitals

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

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

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

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

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

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

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

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

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

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

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

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

Subject Land

means the land comprised in:

- certificate of title Volume 11908 Folio 514, formally described as Lot 1 on PS945830X; and
 - certificate of title Volume 11908 Folio 515, formally described as Lot 2 on PS945830X,
- also known as 115 Bodycoats Road, Wollert and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

VCAT or Tribunal

means the Victorian Civil and Administrative Tribunal.

1.2

Interpretation

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

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

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

2. Owner's obligations

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

3. Further obligations

3.1 Notice and registration

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

3.2 Giving effect to this Agreement

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

3.3 Recording by Registrar of Titles

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

3.4 Council's costs to be paid

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

4. Agreement under Section 173 of the Act

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

5. Owner's warranties

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

6. Successors in title

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

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

7. Notices

7.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

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

7.2 Time of service

A notice or other communication is deemed served:

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

Deed of Agreement

[8417322: 29878892_1]Doc ID 863719203/v1

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

8. Miscellaneous

8.1 Commencement of Agreement

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

8.2 Default

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

8.3 Ending of Agreement

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

8.4 Application to Registrar

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

8.5 No fettering of Council's powers

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

8.6 No waiver

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

8.7 Severability

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

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

8.8 Proper law

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

Executed as a deed

Signed, sealed and delivered by

Julian Edwards
(name of delegate)

Manager Building & Planning

(title of delegate)

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




Signature of witness

Siobhan Short
Full name of witness (print)


Signature of delegate

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



Signature of Director

Xuanke Chen

Full name (print)



Signature of Director/Company Secretary

Ye Fan

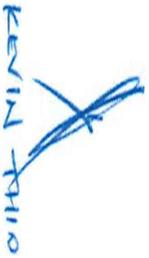
Full name (print)

Schedule 1

Mortgagee's Consent

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

DATED:

 KEVIN PHIO

Executed for and on behalf of
COMMONWEALTH BANK OF AUSTRALIA



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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

Produced 04/09/2025 10:12:46 AM

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

Lodger Details

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

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11908/515

Instrument and/or legislation

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

Applicant(s)

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

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

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

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AV044370P
Number of Pages (excluding this cover sheet)	18
Document Assembled	04/09/2025 10:12

Copyright and disclaimer notice:

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

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

HWLEBSWORTH
LAWYERS

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

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

City of Whittlesea

and

Dahua Group Melbourne Number 6 Pty Ltd

Ref: JL:SJ:1023494

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

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

Deed of Agreement

Printed 10 November 2021

Page i

[8609035: 30198456_1]Doc ID 863719143/v1
Doc ID 863719143/v1

Table of contents

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

Deed of Agreement

Date

Parties

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

of Level 50, 360 Elizabeth Street, Melbourne VIC 3000

(Owner)

City of Whittlesea

of 25 Ferres Boulevard, South Morang VIC 3752

(Council)

Recitals

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

14. Future open space areas

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

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

Tree Protection Zones endorsed under Planning Permit 717910.

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

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

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

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

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

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

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

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

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

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

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Buffer Area	means the land identified within the area denoted as 'Land within Broiler Farm buffer' as shown on the Subdivision Layout Plan.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Embellishments	includes the installation of pathways, park lighting, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies as approved by Council in any plans endorsed under future planning permits for the Buffer Land.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.

- Open Space Areas** means the Open Space shown on the Subdivision Layout Plan in Schedule 2 to this Agreement.
- Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
- Party or Parties** means the Owner and Council under this Agreement as appropriate.
- Planning Permit** means Planning Permit No. 717910 as amended from time to time and including any plans which may be endorsed under that permit.
- Planning Scheme** means the Whittlesea Planning Scheme and any other Planning Scheme which applies to Subject Land.
- Residential Lot** means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988*.
- Subject Land** means the land comprised in certificate of title Volume 11908 Folio 515, formally described as Lot 2 on PS945830X also known as the land at 115 Bodycoats Road, and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
- Tree Protection Zones** means the area comprising the Tree Protection Zones as described in the Treemap Arborist Assessment dated 18 May 2018, which is endorsed under the Planning Permit, a copy of which is included at Schedule 1 to this Agreement. A copy of the Treemap Arborist Assessment dated 18 May 2018 is also available for inspection at Council's offices on request.
- Tree to be Retained** means the trees in the Tree Retention/Removal Plan, identified as 'Trees To Be Retained'

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

VCAT or Tribunal means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

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

2. Owner's obligations

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

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

3. Further obligations

3.1 Notice and registration

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

3.2 Giving effect to this Agreement

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

3.3 Recording by Registrar of Titles

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

3.4 Council's costs to be paid

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

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

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

4. Agreement under Section 173 of the Act

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

5. Owner's warranties

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

6. Successors in title

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

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

7. Notices

7.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

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

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

7.2 Time of service

A notice or other communication is deemed served:

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

8. Miscellaneous

8.1 Commencement of Agreement

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

8.2 Default

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

8.3 Ending of Agreement

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

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

(iii) otherwise in accordance with the Act.

(b) The Parties agree that once this Agreement ends with respect to part or all of the Subject Land, Council will, following a request from the Owner and at the cost of the Owner, complete and execute within a reasonable time all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant part of the Subject Land.

8.4 Application to Registrar

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

8.5 No fettering of Council's powers

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

8.6 No waiver

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

8.7 Severability

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

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

8.8 Proper law

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

INFORMATION ONLY

Executed as a deed



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

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

.....
Delegate

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

.....
Signature of Director

Xuanke Chen

.....
Full name (print)

.....
Signature of Director/Company
Secretary

Ye Fan

.....
Full name (print)

Schedule 1

Mortgagee's Consent

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

DATED:



KEVIN THIO

Executed for and on behalf of

COMMONWEALTH BANK OF AUSTRALIA

Schedule 2 - Treemap Arborist Assessment

INFORMATION ONLY



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

May 2018

Appendix 1

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

HWL
EBSWORTH

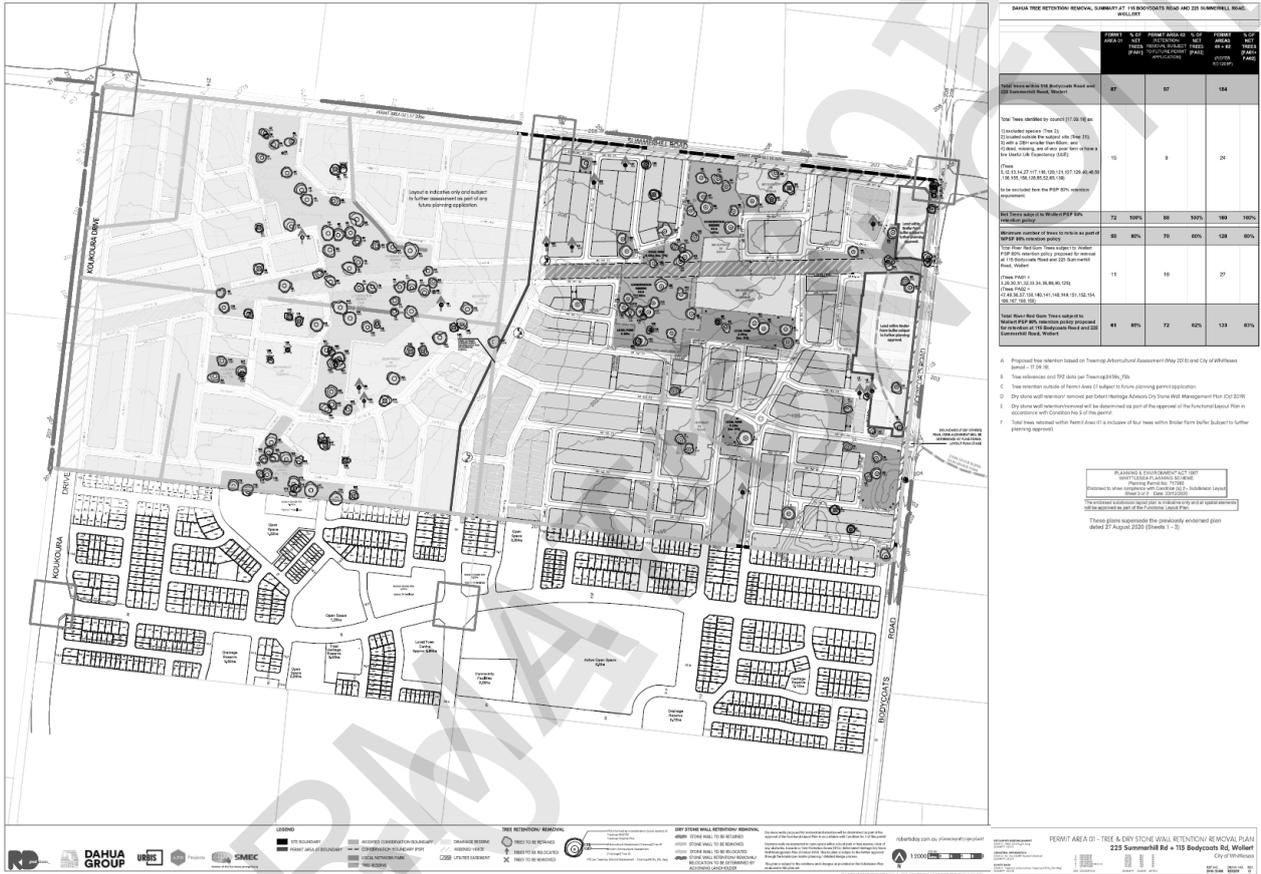
Tree Assessment Detail - 115 Bodycoats Road 225 Summerhill Road, Wollert

May 2018

Appendix 1

No	PSP No.	SPECIES	COMMON NAME	DBH (cm)	Env. Size	TPZ AS470 (m)	RPO TPZ (m)	SRZ (m)	HOV (m)	AGE	HEALTH	STRUCTURE	FORM	ULE	COMMENT	TREE TYPE	RETENTION	RECOMMEND	X Coordinate	Y Coordinate
83	903	Eucalyptus camaldulensis	River Red Gum	149	VLOT	15.00	6.00	4.07	16.19	Maturing	Fair	Poor	Minor asymmetry	30 to 50 years	Basal decay and hollow. Multiple limb failures	Indigenous	Moderate	Could be retained	324536.846	583922.154
84	897	Eucalyptus camaldulensis	River Red Gum	126	VLOT	15.00	7.50	3.78	11.15	Maturing	Fair	Poor	Asymmetric	15 to 30 years	Major limb failure evidence, Limb crown leader	Indigenous	Low	Could be retained	324539.295	583930.485
85	896	Eucalyptus camaldulensis	River Red Gum	124	VLOT	14.88	6.00	3.77	15.16	Maturing	Fair to Poor	Fair to Poor	Asymmetric	30 to 50 years	Spaced crown. Limb failure evidence	Indigenous	High	Could be retained	324516.275	583931.672
86	895	Eucalyptus camaldulensis	River Red Gum	115	LOT	13.80	6.50	3.65	15.19	Maturing	Fair	Fair to Poor	Minor asymmetry	50+ years		Indigenous	Moderate	Could be retained	324541.418	583935.354
87	884	Eucalyptus camaldulensis	River Red Gum	115	LOT	13.80	6.50	3.65	15.17	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	5 to 15 years	Extensive epicormics	Indigenous	Low	Could be retained	324487.200	583934.391
88	893	Eucalyptus camaldulensis	River Red Gum	110	VLOT	15.00	6.00	4.07	15.18	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	30 to 50 years	Flamboyant epicormics	Indigenous	Moderate	Could be retained	324539.295	583935.354
89	882	Eucalyptus camaldulensis	River Red Gum	105	LOT	10.30	6.00	3.11	11.16	Maturing	Poor	Fair to Poor	Minor asymmetry	15 to 30 years	In decline	Indigenous	Low	Could be retained	324603.006	583935.039
100	881	Eucalyptus camaldulensis	River Red Gum	110	LOT	14.28	7.00	3.70	10.14	Maturing	Fair to Poor	Very poor	Minor asymmetry	15 to 30 years	Stump with epicormics	Indigenous	Low	Could be retained	32471.006	583926.693
101	880	Eucalyptus camaldulensis	River Red Gum	73	NOT	8.20	3.00	3.01	6.95	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	On acute lean	Indigenous	Moderate	Could be retained	32487.867	583918.112
102	888	Eucalyptus camaldulensis	River Red Gum	118	LOT	13.82	6.00	4.06	13.20	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Major limb failure evidence, Basal decay	Indigenous	Moderate	Could be retained	32485.973	583917.033
104	887	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	16.19	Maturing	Fair	Poor	Asymmetric	15 to 30 years	Multiple major limb failures	Indigenous	Low	Could be retained	324546.193	583918.033
107	913	Eucalyptus camaldulensis	River Red Gum	113	LOT	13.56	6.50	3.62	12.19	Maturing	Fair to Poor	Fair to Poor	Asymmetric	15 to 30 years	Epicormics. In decline	Indigenous	Low	Could be retained	32478.828	583918.033
108	914	Eucalyptus camaldulensis	River Red Gum	109	LOT	10.30	6.00	3.05	13.12	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years		Indigenous	Low	Could be retained	32479.848	583913.018
110	911	Eucalyptus camaldulensis	River Red Gum	98	LOT	11.52	6.50	3.38	13.11	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	30 to 50 years	Epicormics. In decline	Indigenous	Moderate	Could be retained	32473.656	583908.213
111	912	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	16.19	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	30 to 50 years		Indigenous	Moderate	Could be retained	32476.132	583907.238
112	NA	Eucalyptus camaldulensis	River Red Gum	87	NOT	8.24	3.00	2.81	11.10	Scrubby tree	Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Suppressed	Indigenous	Moderate	Could be retained	32475.216	583906.613
113	NA	Eucalyptus camaldulensis	River Red Gum	81	LOT	6.72	3.00	3.15	15.17	Maturing	Poor	Fair to Poor	Asymmetric	15 to 30 years	Epicormics	Indigenous	Low	Could be retained	324759.353	583906.176
114	892	Eucalyptus camaldulensis	River Red Gum	98	LOT	10.30	6.00	3.10	13.16	Maturing	Fair	Fair to Poor	Asymmetric	15 to 30 years	Epicormics	Indigenous	Low	Could be retained	32474.866	583907.651
115	931	Eucalyptus camaldulensis	River Red Gum	116	LOT	13.82	6.00	3.66	16.19	Maturing	Very Poor	Poor	Minor asymmetry	5 to 15 years	Epicormics	Indigenous	Low	Could be retained	324736.338	583907.154
116	933	Eucalyptus camaldulensis	River Red Gum	94	LOT	11.28	6.50	3.35	12.17	Maturing	Poor	Minor asymmetry	5 to 15 years	Basal decay, Epicormics	Indigenous	Low	Could be retained	324750.165	583906.481	
117	934	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	324750.165	583906.481
118	932	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	324750.165	583906.481
119	925	Eucalyptus camaldulensis	River Red Gum	140	ST	15.00	11.50	3.98	20.23	Maturing	Very Poor	Poor	Minor asymmetry	5 to 15 years	In severe decline	Indigenous	Low	Already removed	32485.100	583904.173
120	933	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	32456.700	583914.264
121	924	Eucalyptus camaldulensis	River Red Gum	1	ST	1.50	1.50	1.50	1.41	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	32484.234	583918.993
122	929	Eucalyptus camaldulensis	River Red Gum	145	LOT	15.00	16.00	4.00	19.20	Maturing	Fair to Poor	Fair to Poor	Asymmetric	30 to 50 years		Indigenous	Moderate	Could be retained	32459.000	583917.284
123	928	Eucalyptus camaldulensis	River Red Gum	121	VLOT	14.52	6.00	3.73	11.18	Maturing	Poor	Poor	Asymmetric	15 to 30 years	Limb failure evidence, In decline	Indigenous	Low	Could be retained	32470.654	583915.864
124	909	Eucalyptus camaldulensis	River Red Gum	120	VLOT	15.00	12.00	3.78	16.20	Maturing	Fair	Fair to Poor	Asymmetric	30 to 50 years		Indigenous	Moderate	Could be retained	32491.536	583921.384
125	908	Eucalyptus camaldulensis	River Red Gum	123	VLOT	15.00	16.00	4.00	19.20	Maturing	Fair	Fair to Poor	Asymmetric	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32476.233	583918.300
126	907	Eucalyptus camaldulensis	River Red Gum	111	VLOT	15.00	9.00	4.11	16.14	Maturing	Very Poor	Poor	Asymmetric	5 to 15 years	Major limb failure evidence, Leader in dead	Indigenous	Low	Could be retained	32470.488	583924.700
127	906	Eucalyptus camaldulensis	River Red Gum	96	LOT	7.92	3.00	2.96	8.41	Maturing	Fair	Fair to Poor	Asymmetric	0 years	None	Indigenous	Low	Consider removal	32476.233	583924.700
128	904	Eucalyptus camaldulensis	River Red Gum	122	VLOT	14.64	6.00	3.34	11.16	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32496.790	583924.570
129	903	Eucalyptus camaldulensis	River Red Gum	109	LOT	7.92	3.00	2.91	10.45	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Already removed	32468.221	583921.981
130	827	Eucalyptus camaldulensis	River Red Gum	111	LOT	13.32	16.00	3.59	19.20	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32476.338	583920.113
131	826	Eucalyptus camaldulensis	River Red Gum	115	LOT	13.32	16.00	3.59	19.20	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	30 to 50 years	Major limb failure evidence	Indigenous	Moderate	Could be retained	32476.338	583920.113
132	1063	Eucalyptus camaldulensis	River Red Gum	94	ST	11.28	6.50	3.35	12.18	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Multiple major limb failures	Indigenous	Moderate	Could be retained	32389.356	583926.143
133	1062	Eucalyptus camaldulensis	River Red Gum	113	LOT	15.28	6.00	3.54	15.16	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Multiple major limb failures	Indigenous	Moderate	Could be retained	32475.115	583926.048
134	1065	Eucalyptus camaldulensis	River Red Gum	113	LOT	13.56	7.50	3.62	11.15	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Limb failure evidence	Indigenous	Moderate	Could be retained	32369.607	583926.363
135	1064	Eucalyptus camaldulensis	River Red Gum	138	VLOT	15.00	6.50	3.64	15.16	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Limb failure evidence	Indigenous	Moderate	Could be retained	32397.471	583924.484
136	1066	Eucalyptus camaldulensis	River Red Gum	85	NOT	2.87	2.87	2.87	3.83	Maturing	Dead	Failed	Minor asymmetry	0 years	no tree	Indigenous	None	Consider removal	32462.305	583924.484
137	1067	Eucalyptus camaldulensis	River Red Gum	82	NOT	6.84	6.00	3.10	15.16	Maturing	Fair	Fair to Poor	Asymmetric	15 to 30 years	Basal decay and canker	Indigenous	Low	Could be retained	32420.473	583924.138
138	1068	Eucalyptus camaldulensis	River Red Gum	40.26 (6.7)	ST	5.72	6.00	5.72	6.92	Maturing	Fair	Fair to Poor	Asymmetric	15 to 30 years	Collegiate tree	Indigenous	Low	Could be retained	32470.350	583924.138
139	1069	Eucalyptus camaldulensis x ovata	River Red Gum Hybrid	101	LOT	12.12	4.00	3.40	9.93	Maturing	Very poor	Very poor	Minor asymmetry	1 to 5 years	Decomposed specimen	Indigenous	Low	Could be retained	32410.665	583926.431
140	1061	Eucalyptus camaldulensis	River Red Gum	97	LOT	10.30	6.00	3.44	9.12	Maturing	Fair to Poor	Fair to Poor	Asymmetric	15 to 30 years	Major hollow at base	Indigenous	Low	Could be retained	32411.839	583926.260
141	1062	Eucalyptus camaldulensis	River Red Gum	94	LOT	11.28	7.00	3.35	14.14	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Dieback	Indigenous	Low	Could be retained	32413.101	583926.399
142	1059	Eucalyptus camaldulensis	River Red Gum	123	VLOT	14.76	11.00	3.75	19.23	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years		Indigenous	Moderate	Could be retained	32425.940	583926.871
143	1053	Eucalyptus camaldulensis	River Red Gum	137	VLOT	15.00	13.00	3.83	16.24	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years		Indigenous	Moderate	Could be retained	32427.537	583926.298
144	1052	Eucalyptus camaldulensis	River Red Gum	143	VLOT	15.00	11.00	4.00	19.23	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Multiple major limb failures	Indigenous	Moderate	Could be retained	32425.940	583926.298
145	1051	Eucalyptus camaldulensis	River Red Gum	108	LOT	11.76	6.50	3.41	11.17	Maturing	Fair	Fair to Poor	Minor asymmetry	30 to 50 years	Limb failure evidence	Indigenous	Moderate	Could be retained	32426.838	583926.143
146	1050	Eucalyptus camaldulensis	River Red Gum	143	VLOT	15.00	6.00	3.83	13.03	Maturing	Very Poor	Very Poor	Minor asymmetry	5 to 15 years	Epicormics from failed bark	Indigenous	Low	Could be retained	32427.038	583927.226
147	1049	Eucalyptus camaldulensis	River Red Gum	130	VLOT	15.00	6.00	3.84	13.16	Maturing	Fair	Fair to Poor	Minor asymmetry	15 to 30 years	Multiple major limb failures	Indigenous	Low	Could be retained	32426.838	583926.143
148	1048	Eucalyptus camaldulensis	River Red Gum	144	VLOT	15.00	6.00	4.01	13.19	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Major limb failure evidence, Epicormics, Stressed	Indigenous	Low	Could be retained	32426.461	583926.055
149	1047	Eucalyptus camaldulensis	River Red Gum	110	VLOT	13.80	7.00	3.58	13.15	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	15 to 30 years	Dieback, Epicormics, Basal decay and hollow	Indigenous	Low	Could be retained	32419.714	583926.597
150	1046	Eucalyptus camaldulensis	River Red Gum	118	LOT	13.80	11.50	3.62	13.23	Maturing	Fair to Poor	Fair to Poor	Minor asymmetry	30 to 50 years	Limb failure evidence, Dieback	Indigenous	Moderate	Could be retained	32428.108	583926.470
151	1045	Eucalyptus camaldulensis	River Red Gum	113	LOT	13.56	7.00	3.62	13.14	Maturing	Fair to Poor	Fair to Poor	Asymmetric	15 to 30 years	Limb failure evidence, Decay in attachment point	Indigenous	Low	Could be retained	32426.263	583926.414
152																				

Schedule 3 - Tree Retention/Removal Plan



INFORMATION



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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

Produced 04/09/2025 10:12:47 AM

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

Lodger Details

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

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11908/515

Instrument and/or legislation

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

Applicant(s)

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

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

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

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AV565374Y
Number of Pages (excluding this cover sheet)	15
Document Assembled	04/09/2025 10:12

Copyright and disclaimer notice:

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

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

HWLEBSWORTH
LAWYERS

HWLEBSWORTH
LAWYERS

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

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

Conservation Management Plan

City of Whittlesea

and

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

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

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

Deed of Agreement
##

Printed 15 December 2021 (##)

Page i

Error! Unknown document property name.

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

Table of contents

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

Ref: JL:AG:1023494

Deed of Agreement

Date 5 APRIL 2022

Parties

City of Whittlesea

of 25 Ferres Boulevard, South Morang VIC 3752

(Council)

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

of Level 50, 360 Elizabeth Street, Melbourne VIC 3000

(Owner)

Recitals

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

13. Local Conservation Reserves - Conservation Management Plans

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

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

Specifically, the Conservation Management Plan must provide for:

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

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

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

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

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

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

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

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

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

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

reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

VCAT or Tribunal means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

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

2. Conservation Management Plan

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

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

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

3. Vesting of the Local Conservation Reserves

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

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

4. Further obligations

4.1 Notice and registration

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

4.2 Giving effect to this Agreement

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

4.3 Recording by Registrar of Titles

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

4.4 Council's costs to be paid

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

5. Agreement under Section 173 of the Act

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

6. Owner's warranties

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

7. Successors in title

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

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

8. Notices

8.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

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

8.2 Time of service

A notice or other communication is deemed served:

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

9. Miscellaneous

9.1 Commencement of Agreement

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

9.2 Default

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

9.3 Ending of Agreement

The Parties agree that this Agreement will end:

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

9.4 Application to Registrar

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

9.5 No fettering of Council's powers

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

9.6 No waiver

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

9.7 Severability

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

9.8 Proper law

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

INFORMATION ONLY

Executed as a deed

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


.....

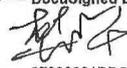
)
)
)

Delegate



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

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

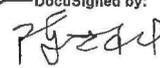
DocuSigned by:


87000264DBCA47E...

Signature of Director

Ken Fan

Full name (print)

DocuSigned by:


19984010242046D...

Signature of Director/Company Secretary

Foreman Chen

Full name (print)

Annexure A Mortgagee's Consent

Mortgagee's Consent

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

DATED: 15/2/2022

DocuSigned by:

Kevin Thio

B4BD997EE69347D...

Kevin Thio

Executed for and on behalf of

COMMONWEALTH BANK OF AUSTRALIA

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

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



Final Report

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

Prepared for
APD Projects

October 2021



Ecology and Heritage Partners Pty Ltd

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



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 04/09/2025 10:12:46 AM

Status	Registered	Dealing Number	AX924000C
Date and Time Lodged	19/04/2024 04:14:11 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8902721

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

4382/319
9352/804
9405/500
10662/498
12383/250
12517/419
12532/480
12532/630

Instrument and/or legislation

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

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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	19 APRIL 2024

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	AX924000C
Number of Pages (excluding this cover sheet)	32
Document Assembled	04/09/2025 10:12

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

Date 04/04/2024

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: the land detailed in Schedule 7

Purpose of Agreement: Reimbursement for Phase 1 External Works

City of Whittlesea

and

The Owners listed in Schedule 7



Contents

1.	Definitions	2
2.	Interpretation	5
3.	Purpose and reasons for Agreement	6
4.	Agreement required	6
5.	Infrastructure Projects as Works in kind	6
5.1	Provision of Infrastructure Projects.....	6
5.2	Time for completion of Infrastructure Projects.....	6
5.3	Project Control Group.....	7
5.4	Obligation to complete Infrastructure Projects once commenced.....	7
5.5	Agreed Infrastructure Project Value.....	7
6.	Design of Infrastructure Projects	7
6.2	Variation of Approved Plans.....	8
7.	Construction of Infrastructure Projects	8
7.1	The Owner agrees that in providing each Infrastructure Project:.....	8
7.2	Standard of work.....	8
7.3	Completion of an Infrastructure Project.....	8
7.4	Access to land.....	8
8.	Certificate of Practical Completion	9
8.1	Certificate of Practical Completion.....	9
9.	Risk	9
9.1	Care of the Infrastructure Project.....	9
9.2	Insurance.....	9
9.3	Maintenance Period of Infrastructure Projects.....	9
9.4	Security - bank guarantee or cash retention.....	10
10.	Reimbursement Amount	10
10.1	Process for the Reimbursement Amount.....	10
11.	Limitations on this Agreement	10
12.	Further obligations of the Parties	11
12.1	Transaction costs.....	11
12.2	Notice and registration.....	11
12.3	Further actions.....	11
12.4	Fees.....	12
12.5	Council's costs to be paid.....	12
12.6	Time for determining satisfaction.....	12
12.7	Interest for overdue money.....	12
13.	Agreement under section 173 of the Act	13
14.	Owner's warranties	13
15.	Successors in title	13
16.	General matters	13
16.1	Notices.....	13
16.2	No waiver.....	13
16.3	Severability.....	13
16.4	No fettering of Council's powers.....	14



Maddocks

16.5	Inspection of documents.....	14
16.6	Governing law.....	14
17.	GST.....	14
18.	Commencement of Agreement.....	14
19.	Amendment of Agreement.....	14
20.	Ending of Agreement.....	15
21.	Execution.....	15
21.1	Consent to electronic execution.....	15
21.2	Counterparts.....	15
	Schedule 1.....	16
	Schedule 2.....	17
	Schedule 3.....	18
	Schedule 4.....	19
	Schedule 5.....	20
	Schedule 6.....	21
	Schedule 7.....	22

INFORMATION ONLY

Agreement under section 173 of the Planning and Environment Act 1987

Dated 04/04/2024

Parties

Name	City of Whittlesea
Address	Municipal Offices 25 Ferres Boulevard, South Morang
Short name	Council
<hr/>	
Name	The Owners as listed in Schedule 7
Address	as set out in Schedule 7
Short name	collectively the Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is a consortium of landowners in the Wollert PSP area which are individually registered proprietors or entitled to be registered as proprietors of the various titles that comprise the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. Condition 3 of Planning Permit No. 717154, Condition 3 of Planning Permit No. 717880 and Condition 4 of Planning Permit No. 717910 require the completion of External Works including the Phase 1 External Works, or as otherwise agreed in writing, to ensure that essential transport infrastructure is provided to service the Subject Land.
- G. Condition 11 of Planning Permit No. 717154, Condition 9 of Planning Permit No. 717880 and Condition 8 of Planning Permit No. 717910 require the Owner to enter into an agreement under section 173 of the Act to provide for the implementation of the External Works including the Phase 1 External Works.

- H. The various entities comprising the Owner have agreed between themselves on various rights and obligations between them as concerns the implementation of the Phase 1 External Works. Other components of the External Works and the Internal Works will be dealt with by other agreements and arrangements.
- I. The Owner has asked Council for permission to carry out certain Infrastructure Projects which are essential components of the Phase 1 External Works so as to comply with the Planning Permits.
- J. Council has agreed that the Owner will carry out the Infrastructure Projects in return for a cash reimbursement upon the completion of various stages of the works.
- K. The Reimbursement Amount will be paid to one of the entities comprising the Owner and the various entities comprising the Owner will then as between themselves distribute the Reimbursement Amount.
- L. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- M. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate 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 in relation to an Infrastructure Project means the amount specified for the Infrastructure Project in Schedule 3, subject to Indexation to the date of completion of the Infrastructure Project (or part of it).

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6 of this Agreement.

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.

Bodycoats Road Precinct means an area comprising the properties set out in 0 to this Agreement.

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

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

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

Credit means the an amount that is agreed to be made available to offset the payment of a Development Infrastructure Levy.

Current Address means:

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

Current Email means:

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

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 specifications of an Infrastructure Project prepared in accordance with this Agreement clauses 6.

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

Developed Lot means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy liability has been satisfied (either by payment of the relevant Development Infrastructure Levy or accrual of a Credit for the relevant Development Infrastructure Levy) but for the avoidance of doubt excludes any lot created with the sole purpose of vesting that land in Council.

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

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

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

External Works means all of the works described in the table to condition 4 of the Planning Permits which includes the Phase 1 External Works.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time. **Indexation** means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

Infrastructure Projects

- For an Infrastructure Project which comprises roads, intersections or bridges, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- For an Infrastructure Project which comprises community infrastructure including recreation infrastructure, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Building Construction Index, Victoria -

as of the 1st of July each year.

Infrastructure Project means a project identified in Schedule 3.

Internal Works means the works described or referred to as internal works in the Planning Permits.

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 Development Contribution Plan.

Maintenance Period means the period specified in Schedule 6 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

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

Party or Parties means the parties to this Agreement.

Phase 1 External Works means the works identified and described in each of the Planning Permits as Phase 1 works, unless otherwise agreed in writing by the Council.

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

Planning Permits means the planning permits referred to in Schedule 2, as amended from time to time and including any Endorsed Plans.

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

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 5.3.

Project Milestone means an agreed milestone of the Construction Program for an Infrastructure Project as set out in Schedule 4.

Provision Trigger means the milestone or provision trigger set out in the relevant column of Schedule 3 or Schedule 4.

Public Infrastructure Plan means the plan endorsed under the Planning Permits as the public infrastructure plan.

Reimbursement Amount means an amount equal to the total value of the Agreed Infrastructure Project Value.

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 house lot without further subdivision.

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

Schedule means a schedule to this Agreement.

Security means a bank guarantee or other form of security to the satisfaction of Council as set out in clause 9.4.

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

Subject Land means all of the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

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

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.9 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; and

- 2.10 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. Purpose and reasons for Agreement

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing each Infrastructure Project;
- 3.2 enable the Owner to take the benefit of the Planning Permits by complying with the various conditions which relate to the Phase 1 External Works;
- 3.3 facilitate the provision of an agreed proportion of the Phase 1 External Works with some outstanding works;
- 3.4 provide for the Reimbursement Amount; and
- 3.5 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

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

5. Infrastructure Projects as Works in kind

5.1 Provision of Infrastructure Projects

The Owner must provide each Infrastructure Project:

- 5.1.1 in accordance with the Approved Plans;
- 5.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 5.2.1;
- 5.1.3 in accordance with the Public Infrastructure Plan;
- 5.1.4 in accordance with any Construction Program approved by Council; and
- 5.1.5 otherwise to the satisfaction of Council in its capacity as the Development Agency.

5.2 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:

- 5.2.1 in its capacity as the Development Agency, in writing, extend the timeframe; or

- 5.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency or an appropriate security is provided to Council to guarantee the performance of the obligation.

5.3 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 any Infrastructure Project, a Project Control Group must:

- 5.3.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 5.3.2 include equal representation from Council and the Owner or the Owner's representatives;
- 5.3.3 be chaired by a representative of Council; and
- 5.3.4 hold meetings at intervals to the satisfaction of Council.

5.4 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must 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.

5.5 Agreed Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value and the Reimbursement Amount is a fixed amount specified in this Agreement which is subject to Indexation until the issue of a Certificate of Practical Completion for the Infrastructure Project .

6. Design of Infrastructure Projects

The Owner agrees that:

- 6.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval;
- 6.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects 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
- 6.1.4 if required by Council, prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for approval:
- (a) a copy of the terms and conditions of the proposed contract; and
 - (b) a copy of the proposed Construction Program.

6.2 Variation of Approved Plans

There must be no variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

7. Construction of Infrastructure Projects

7.1 The Owner agrees that in providing each Infrastructure Project:

- 7.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 7.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value.

7.2 Standard of work

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

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

7.3 Completion of an Infrastructure Project

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council at its sole and absolute discretion.

7.4 Access to land

- 7.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or for undertaking any maintenance or repair of defects in respect of an Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
 - (a) consent of the owner of land to access such land;
 - (b) satisfied any condition of such consent;
- 7.4.2 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.
- 7.4.3 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.

8. Certificate of Practical Completion

8.1 Certificate of Practical Completion

Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

9. Risk

9.1 Care of the Infrastructure Project

Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with Owner.

9.2 Insurance

9.2.1 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 and that they are for a satisfactory level to Council promptly upon request.

9.2.2 The Owner must ensure that unless Council states in writing that it does not require this to be the case Council's interest is noted under any public liability insurance held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

9.3 Maintenance Period of Infrastructure Projects

9.3.1 Upon the issue of a Certificate of Practical Completion an Infrastructure Project is subject to a Maintenance Period.

9.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council in writing 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. A further Maintenance Period applies to all rectified Defects.

9.3.3 If the Owner fails to rectify Defects in accordance with clause 9.3.2, or the Infrastructure Project has not otherwise been completed in accordance with approved Designs, 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.

9.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the rectification of Defects and the expiration of the Maintenance Period.

9.4 Security - bank guarantee or cash retention

The Owner agrees that:

- 9.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project the Owner must provide Council with a Bank Guarantee or cash retention (**Security**) in respect of that Infrastructure Project;
- 9.4.2 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 Security for the purposes of rectification of any Defects; and

the Security will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any Defects in the Infrastructure Project, or otherwise as agreed between the parties.

10. Reimbursement Amount

10.1 Process for the Reimbursement Amount

The Parties agree that:

- 10.1.1 subject to the completion of an Infrastructure Project or the completion of a Project Milestone as set out in Schedule 4, the Owner is entitled to the Reimbursement Amount;
- 10.1.2 upon the completion of a Project Milestone or an entire Infrastructure Project, as the case may be, the Owner must notify Council to enable Council to arrange for an inspection;
- 10.1.3 Upon Council being satisfied of the completion of the works , the Owner may issue an invoice to Council;
- 10.1.4 the invoice must contain reference to which parts of the Infrastructure Project for which reimbursement is being sought by reference to the Project Milestones in Schedule 4)
- 10.1.5 the Reimbursement Amount, or where only part of an Infrastructure Project is provided, then that part of the Reimbursement Amount as is relevant to that Project Milestone, must be paid by Council to the Owner:
 - (a) within 28 days of the Council being satisfied of the completion of each Project Milestone in accordance with the timing set out in Schedule 4;
 - (b) in cash, by cheque or by electronic transfer to Dahua Wollert Developments Pty Ltd ACN 624 150 821 (BSB: 082 001, Account number: 203 674 769, or another bank account nominated by the Owner from time to time).

11. Limitations on this Agreement

The Parties acknowledge that:

- 11.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure;
- 11.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land;
- 11.1.3 this Agreement only relates to works that are within the scope of the Phase 1 External Works as set out in Schedule 3 and not the entirety of the External Works nor necessarily the entirety of the scope of the Phase 1 External Works;
- 11.1.4 this Agreement does not provide for any Credits to be applied to the Owner's liability to pay the Development Infrastructure Levy – it allows only for the Reimbursement Amount to be paid to the Owner in cash in the manner set out in this Agreement;
- 11.1.5 future agreements will attend to the provision of other phases of the External Works and/or any component of the works described as Phase 1 External Works that are not completed as part of the package of Phase 1 External Works forming part of this Agreement; and
- 11.1.6 future agreements will attend to the arrangements for each individual owner's (comprising the Owner) liability to pay the Development Infrastructure Levy and the availability of Credits if applicable.
- 11.1.7 this Agreement does not set out the manner in which the Reimbursement Amount will be split between the Owners and Council is not liable for any dispute in relation to the split of the Reimbursement Amount between the Owners; and
- 11.1.8 no further Credits or other amounts will be available to the Owners for the Phase 1 works completed under this Agreement outside of the Reimbursement Amount.

12. Further obligations of the Parties

12.1 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.

12.2 Notice and registration

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

12.3 Further actions

The Owner:

- 12.3.1 must do all things necessary to give effect to this Agreement;
- 12.3.2 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
- 12.3.3 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.

12.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 12.4.1 Plan Checking Fee;
- 12.4.2 Supervision Fee;
- 12.4.3 Satisfaction Fee; or
- 12.4.4 Consent Fee

as required.

12.5 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 legal expenses) relating to this Agreement, including:

- 12.5.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 12.5.2 drafting, finalising and recording any document to give effect to the ending of this Agreement.

12.6 Time for determining satisfaction

If Council makes a request for payment of:

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

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

12.7 Interest for overdue money

The Owner agrees that:

- 12.7.1 the Owner must pay to Council interest at the same rate used under section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 12.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

13. 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.

14. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

15. 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:

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

16. General matters

16.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

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

16.2 No waiver

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

16.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

16.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

16.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

16.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

17. GST

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

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

17.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 17.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

17.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 17.3.

18. 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.

19. Amendment of Agreement

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

19.2 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.

19.3 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.

20. Ending of Agreement

20.1 This Agreement ends:

20.1.1 in relation to that part of the Subject Land comprising a Residential Lot immediately upon the creation of that Residential Lot;

20.1.2 in relation to the balance of the Subject Land not comprising a Residential Lot, when the Owner has complied with all of the Owner's obligations under this Agreement; or

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

20.2 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 or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

20.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.

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

20.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 20.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

20.6 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.

21. Execution

21.1 Consent to electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

21.2 Counterparts

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

Schedule 1

Wollert Development Contributions Plan, June 2017 (Amended February 2022)

INFORMATION ONLY

Schedule 2

Planning Permits

- 717910 issued by Council on 8 April 2020 (as amended from time to time)
- 717154 issued by Council on 11 June 2019 (as amended from time to time)
- 717880 issued by Council on 5 August 2019 (as amended from time to time)

Schedule 3

Infrastructure Projects (Phase 1 External Works)

DCP Project Reference No.	Project Title	Description of the Infrastructure Project	Construction Scope	% of project costs	Provision Trigger	Agreed Infrastructure Project Value (2021/22)	
IN-26c	Boundary Road/ Andrew Road	Design and construction of boulevard connector to connector - industrial/ residential interface connector 4 - way signalised intersection (ultimate) in accordance with the Approved Plans.	Interim construction in accordance with Road & Drainage Plans approved by Council 3 August 2023 (Boundary Road) and 10 January 2023 (Equestrian Boulevard)	32%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$1,977,329	
RD-06c	Boundary Road - Between Koukoura Drive and Epping Road	Design and replacement of existing carriageway with boulevard connector/ connector road (ultimate), excluding intersections in accordance with the Approved Plans.	Interim construction in accordance with Road and Drainage plans approved by Council 3 August 2023	83%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$1,541,650	
IN-24c	Boundary Road/ Bodycoat s Road (north)	Design and construction of boulevard connector to connector signalised T-intersection (interim treatment) in accordance with the Approved Plans.	Interim construction in accordance with Road & Drainage plans approved by Council 3 August 2023	71%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$2,891,201	
BR-01	Findon Creek- West Branch Boundary Road	Construction of a culvert crossing over waterway (interim treatment)	Interim construction in accordance with Road & Drainage plans approved by Council 3 August 2023	100%	Prior to the issue of a Statement of Compliance for any stage of development of the Subject Land	\$926,326	

Schedule 4

Project Milestones and Reimbursement Timing Schedule

Infrastructure Project	Milestone	Est. Timing	Reimbursement amount (\$2023/24)
IN-24c			
	Milestone 1 – Completion of Bulk Earthworks and Drainage	Sept 23	\$1,141,373
	Milestone 2 – Completion of Pavement (not including wearing course)	Nov 23	\$811,496
	Certificate of Practical Completion	Apr 24	\$938,332
	Subtotal IN-24		\$2,891,201
IN-26c			
	Milestone 1 – Completion of Bulk Earthworks and Drainage	Sept 23	\$782,866
	Milestone 2 – Completion of Pavement (not including wearing course)	Nov 23	\$816,693
	Certificate of Practical Completion	Apr 24	\$377,770
	Subtotal IN-26c		\$1,977,329
RD-06c			
	Milestone 1 – Completion of Bulk Earthworks and Drainage	Sept 23	\$697,281
	Milestone 2 – Completion of Pavement (not including wearing course)	Nov 23	\$492,370
	Certificate of Practical Completion	Apr 24	\$351,999
	Subtotal RD06c		\$1,541,650
BR-01			
	Milestone 1 – Completion of Culvert units	Sept 23	\$555,796
	Certificate of Practical Completion	Apr 24	\$370,530
	Subtotal BR-01		\$926,326
	TOTAL Phase 1 Reimbursement (indexed to 2023/24 rates)		\$7,336,505

Schedule 5

Bodycoats Road Precinct

Property No.	Address
56	495 Epping Road, Wollert
57	30 Boundary Road, Wollert
75	60 Boundary Road, Wollert
76	70 Boundary Road, Wollert
77	80 Boundary Road, Wollert
74	40 Andrew Road, Wollert
73	39 Andrew Road, Wollert
72	58 Andrew Road, Wollert
71-R & 71-E	41 Andrew Road, Wollert
67-R & 67-E	25 Summerhill Road, Wollert
68	65 Summerhill Road, Wollert
69	105 Summerhill Road, Wollert
70-R & 70-E	160 Bodycoats Road, Wollert
85	130 Bodycoats Road, Wollert
84	120 Bodycoats Road, Wollert
83	90 Bodycoats Road, Wollert
82	80 Bodycoats Road, Wollert
81	60 & 60A Bodycoats Road, Wollert
80	40 Bodycoats Road, Wollert
79	90 Boundary Road, Wollert
78	10W Bodycoats Road, Wollert
86A	115 Bodycoats Road, Wollert
86B	115 Bodycoats Road, Wollert
87A	225 Summerhill Road, Wollert
87B	225 Summerhill Road, Wollert
87C	225 Summerhill Road, Wollert
88A	71 & 71A Bodycoats Road, Wollert
88B	75 & 75A Bodycoats Road, Wollert
89	85 Bodycoats Road, Wollert
90	65 Bodycoats Road, Wollert
91	35 Bodycoats Road, Wollert
92	160 Boundary Road, Wollert
93	210 & 210A Boundary Road, Wollert

Schedule 6

Maintenance Period

Infrastructure Type	Maintenance Period
Road Projects	A minimum of 3 months from the date of the issue of the Certificate of Practical Completion
Signalised intersections	A minimum of 6 months from the date of the issue of the Certificate of Practical Completion

INFORMATION ONLY



Maddocks

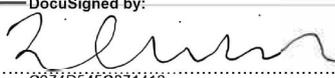
Schedule 7

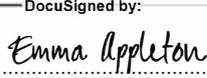
DCP Property Number	Address	Lot Details	Vol/Fol	Owner	Mortgage
79	90 Boundary Road, Wollert	Lot 2 on PS127704	9352/804	Cesil Nominees Pty Ltd ACN 005189 015	n/a
86A 86B	115F Bodycoats Road, Wollert	Lot F on PS837658Y	12383/250	Dahua Group Melbourne Number 6 Pty Ltd ACN 615 975 347	Mortgage AT698482U 16/10/2020 Commonwealth Bank of Australia
87A 87B 87C	100H Kilarnie Boulevard Wollert	Lot H on PS841626P	12517/419	Dahua Group Melbourne Number 6 Pty Ltd ACN 615 975 347	n/a
88A	225 Summerhill Road, Wollert	Lot 1 and 2 of TP710782T	9405/500	Dahua Group Melbourne Number 6 Pty Ltd ACN 615 975 347	Mortgage AX326660R 05/10/2023 Jinding Financial Services Pty Ltd
88B 89	71 & 71A Bodycoats Road, Wollert	Lot 1 of Plan TP709604C Lot 1 on TP810678F	4382/319 10662/498	JD Wollert Bodycoats Pty Ltd ACN 619 249 697	Mortgage AX435885G 10/11/2023 Jinding Financial Services Pty Ltd
88B 89	25A Cerulean Street Wollert (75A Bodycoats Road)	Lot AA on PS908861J	12532/630	JD Wollert Bodycoats Pty Ltd ACN 619 249 697	Mortgage AV292150S 02/02/2022 Jinding Financial Services Pty Ltd
	1A Aqua Street Wollert (75A Bodycoats Road)	Lot AB on PS838326V	12532/480		

Signing Page

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

Signed, Sealed and Delivered by Liam Wilkinson,)
Acting Manager Strategic Futures, and Emma)
Appleton, Director Planning and Development, on)
behalf of Whittlesea City Council pursuant to the)
power delegated to them by an Instrument of)
Delegation in the presence of:)

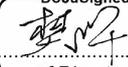
DocuSigned by:

C074D545C871413...
Delegated Signed by:
Amir Mahdavian
Witness 2AA6B2D7E491...

DocuSigned by:

E7DB5F76E98E40A...
Delegated Signed by:
Amir Mahdavian
Witness 3P6AD60F3FB483...

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

Executed as a deed by Dahua Group Melbourne
Number 6 Pty Ltd ACN 615 975 347 in accordance
with s 127(1) and s 127(3) of the Corporations Act
2001:

DocuSigned by:



Signature of Director

Ye Fan

Print full name

DocuSigned by:



Signature of Director/Company Secretary

Lina Zhang

Print full name

INFORMATION ONLY

Executed as a deed by JD Wollert Bodycoats Pty)
Ltd ACN 619 249 697 in accordance with s 127(1) and)
s 127(3) of the Corporations Act 2001:)



.....
Signature of Sole Director and Sole Company Secretary

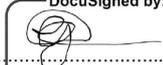
JIE SONG

.....
Print full name

INFORMATION ONLY

Executed as a deed by Cesil Nominees Pty Ltd)
ACN 005 189 015 in accordance with s 127(1) and s)
127(3) of the Corporations Act 2001:)

DocuSigned by:



Signature of Director
Grace Ciorciari

Print full name

DocuSigned by:



Signature of Director/Company Secretary
John Agostinelli

Print full name

INFORMATION ONLY

Mortgagee's consent

JINDING FINANCIAL SERVICES PTY LTD as Mortgagee under instruments of mortgage no. **AV292150S, AX326660R, AX435885G and AX911439D** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



Signature of Director

Linying SUN

Print full name



Signature of Director/Company Secretary

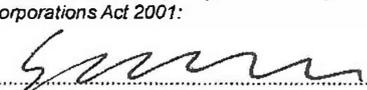
JIE SONG

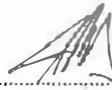
Print full name

Mortgagee's consent

MCH AGENCY SERVICES PTY LTD as Mortgagee under instrument of mortgage no. AV366649U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by MCH Agency Services Pty Ltd ACN 636 392 928 in accordance with Section 127 of the Corporations Act 2001:


.....
Signature of director
GRAHAM MCNAMARA
.....
Name of director


.....
Signature of director
JUSTIN HYNES
.....
Name of director

INFORMATION ONLY

Mortgagee's consent

COMMONWEALTH BANK OF AUSTRALIA as Mortgagee under instrument of mortgage no. AT698482U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

DocuSigned by:

Alex Bloomfield

.....B7CA51B5C1804D8.....

Alex Bloomfield

INFORMATION ONLY

Date of issue 03/09/2025	Assessment No. 1173095	Certificate No. 175830	Your reference 77936520-020-1
------------------------------------	----------------------------------	----------------------------------	---

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 115F Bodycoats Road WOLLERT 3750

Description: LOT: F PS: 837658Y

AVPCC: 102.3 Subdivisional Land (In globo Potential)

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$24,000,000	\$24,000,000	\$1,200,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 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 01/07/2025	\$56,744.16
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$4,152.00
Waste Landfill Levy General levied on 01/07/2025	\$15.45
Arrears to 30/06/2025	\$0.00
Interest to 03/09/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates & charges due:</i>	\$61,047.61

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$61,047.61
--	--------------------

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

Council Offices

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

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:

Property with more than one assessment



Authorising Officer

This property may be subject to a supplementary valuation.

Lot 1312 Plan PS905182W

Your application for the property described above is not rated separately. The rates shown on this certificate relate to the parent property.

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 1173095



Phone 1300 301 185
Ref 1173095



Billor Code 5157
Ref 1173095

Date of issue
03/09/2025

Assessment No.
1266774

Certificate No.
175829

Your reference
77936520-020-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 1K Kilarnie Boulevard WOLLERT 3750

Description: LOT: K PS: 841658A

AVPCC: 102.3 Subdivisional Land (In globo Potential)

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$11,500,000	\$11,500,000	\$575,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 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 01/07/2025	\$27,189.91
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$1,989.50
Arrears to 30/06/2025	\$56.04
Interest to 03/09/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$56.04
Balance of rates & charges due:	\$29,315.41

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$29,315.41
--	--------------------

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

Lot 1312 Plan PS905182W

Your application for the property described above is not rated separately. The rates shown on this certificate relate to the parent property.

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 1266774



Phone 1300 301 185
Ref 1266774



Billers Code 5157
Ref 1266774

29th August 2025

Jaspal Singh C/- LANDATA
LANDATA

Dear Jaspal Singh C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	10 STENNING STREET WOLLERT 3750
Applicant	Jaspal Singh C/- LANDATA LANDATA
Information Statement	30968479
Conveyancing Account Number	7959580000
Your Reference	10 Stenning St, Wollert

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address 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	10 STENNING STREET WOLLERT 3750
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

Melbourne Water Property Information Statement

Property Address	10 STENNING STREET WOLLERT 3750
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

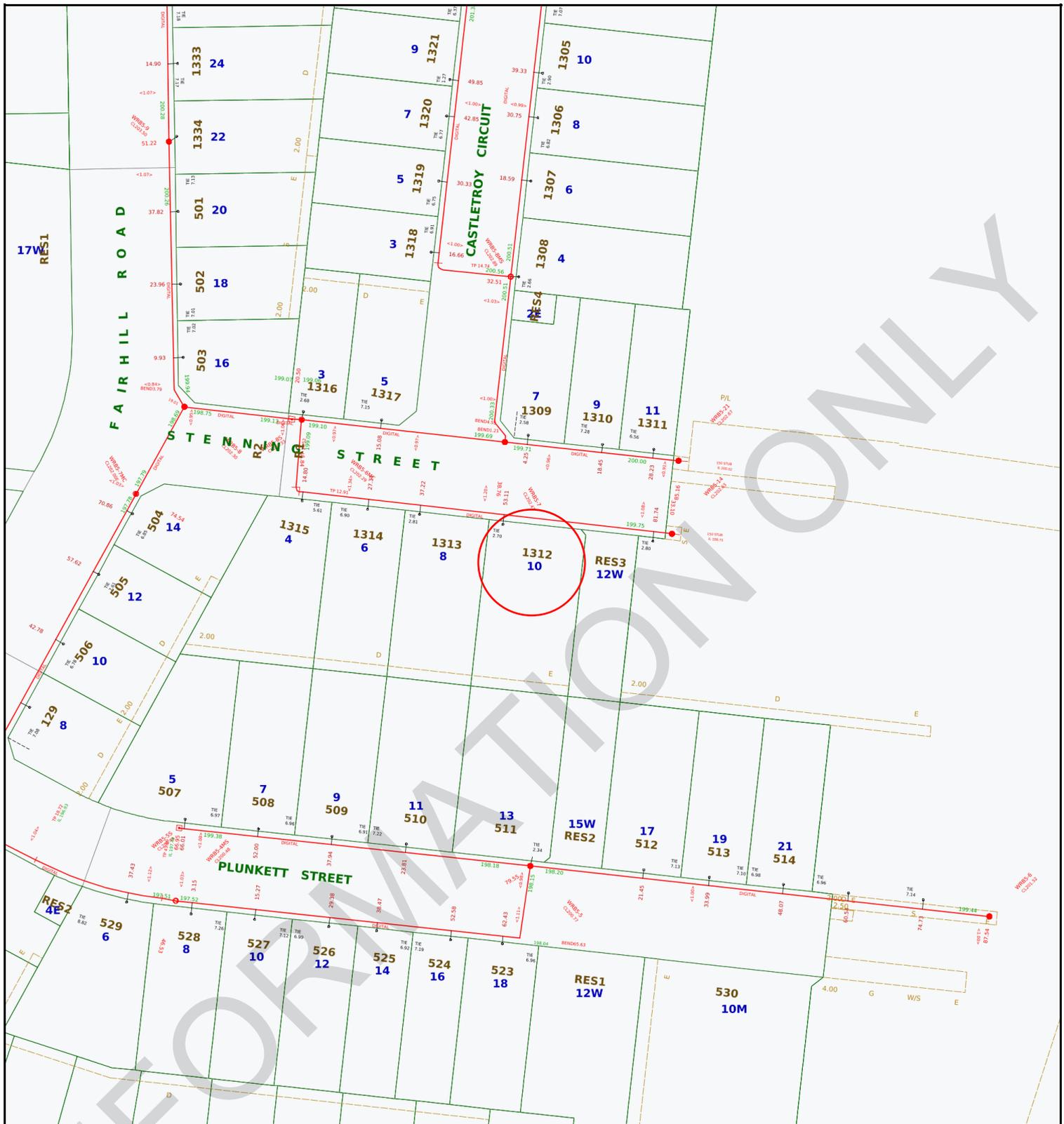
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30968479**

Address	10 STENNING STREET WOLLERT 3750
Date	29/08/2025
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Jaspal Singh C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8496619081
Rate Certificate No: 30968479

Date of Issue: 29/08/2025
Your Ref: 10 Stenning St, Wollert

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
10 STENNING ST, WOLLERT VIC 3750	1312\PS905182	5325049	Residential

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

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

INFORMATION ONLY

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: 5325049

Address: 10 STENNING ST, WOLLERT VIC 3750

Water Information Statement Number: 30968479

HOW TO PAY



Billers Code: 314567
Ref: 84966190819

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



JASPAL SINGH

Your Reference:	LD:77936520-016-4.10 STENN
Certificate No:	92995691
Issue Date:	01 SEP 2025
Enquiries:	MXS26

Land Address: 10 STENNING STREET WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: SANDEEP KAUR & RANJEET SINGH

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

CAPITAL IMPROVED VALUE (CIV):	\$88,255
SITE VALUE (SV):	\$88,255
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,285.25

Notes to Certificate - Land Tax

Certificate No: 92995691

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 = \$500.00

Taxable Value = \$88,255

Calculated as \$500 plus (\$88,255 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$882.56

Taxable Value = \$88,255

Calculated as \$88,255 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 92995691

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: 92995691

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 92995691

Land Address: 10 STENNING STREET WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49127817	1312	905182	12619	986	\$1,534.87

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DAHUA GROUP MELBOURNE NUMBEF	2025	\$59,276	\$1,557.39	\$0.00	\$1,534.87

Comments: Land Tax of \$1,557.39 has been assessed for 2025, an amount of \$22.52 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 49127817 \$1,534.87

Land Address: 10 STENNING STREET WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51022730	1312	905182	12619	986	\$750.38

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DAHUA GROUP MELBOURNE NUMBEF	2025	\$28,979	\$761.39	\$0.00	\$750.38

Comments: Land Tax of \$761.39 has been assessed for 2025, an amount of \$11.01 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 51022730 \$750.38

Total: \$2,285.25

INFORMATION ONLY

Property Clearance Certificate

Commercial and Industrial Property Tax



JASPAL SINGH

Your Reference:	LD:77936520-016-4.10 Stenning
Certificate No:	92995691
Issue Date:	01 SEP 2025
Enquires:	MXS26

Land Address: 10 STENNING STREET WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51022730	1312	905182	12619	986	\$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: 10 STENNING STREET WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49127817	1312	905182	12619	986	\$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:	\$88,255
SITE VALUE:	\$88,255
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92995691

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.

Property Clearance Certificate

Windfall Gains Tax



JASPAL SINGH

Your LD:77936520-016-4.10

Reference: STENNING

Certificate No: 92995691

Issue Date: 01 SEP 2025

Land Address: 10 STENNING STREET WOLLERT VIC 3750

Lot	Plan	Volume	Folio
1312	905182	12619	986

Vendor: SANDEEP KAUR & RANJEET SINGH

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: 92995691

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: 92995695

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: 92995695

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.

Created at 04 September 2025 10:51 AM

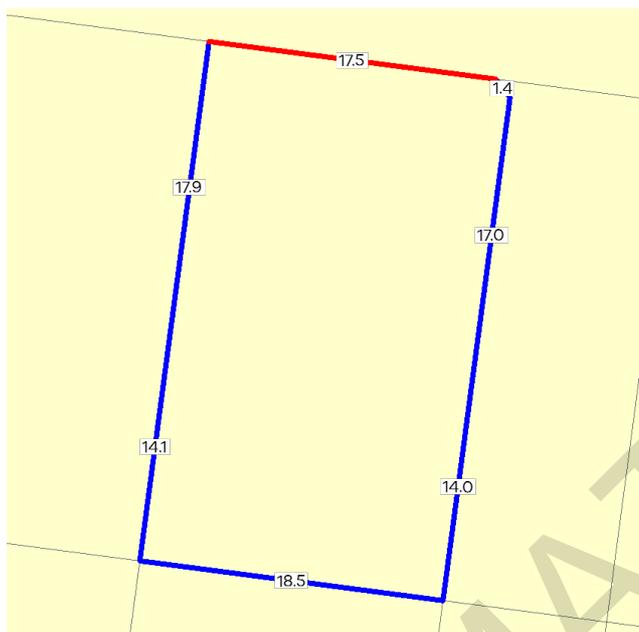
PROPERTY DETAILS

Address: **10 STENNING STREET WOLLERT 3750**
Lot and Plan Number: **Lot 1312 PS905182**
Standard Parcel Identifier (SPI): **1312\PS905182**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1295120**
Directory Reference: **Melway 388 K4**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 592 sq. m

Perimeter: 100 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

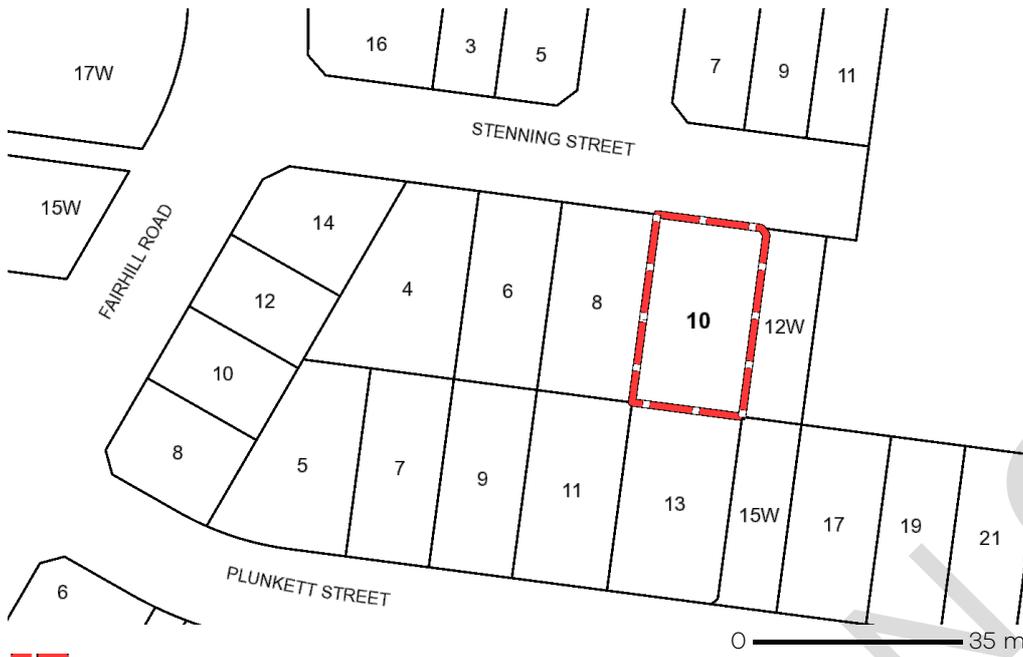
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 04 September 2025 10:51 AM

PROPERTY DETAILS

Address: **10 STENNING STREET WOLLERT 3750**
Lot and Plan Number: **Lot 1312 PS905182**
Standard Parcel Identifier (SPI): **1312\PS905182**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1295120**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 K4**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
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 5 \(UGZ5\)](#)



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.

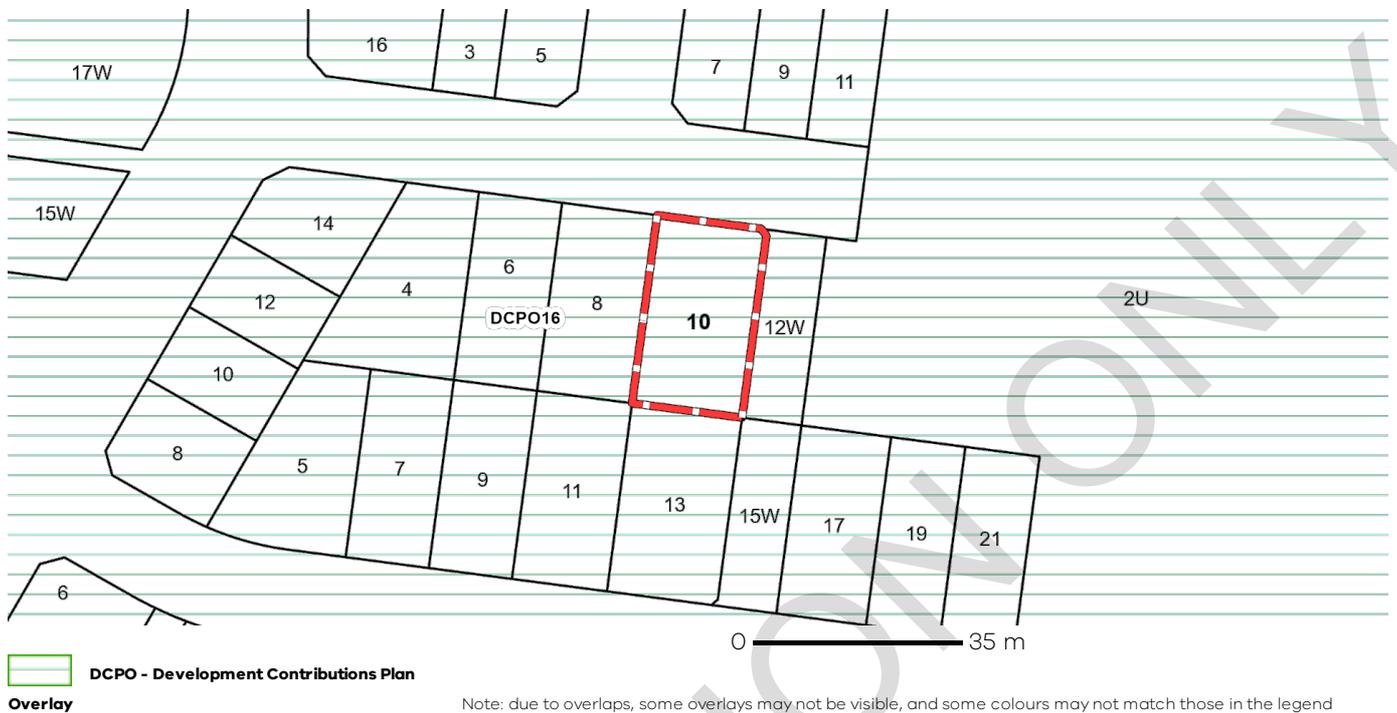
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

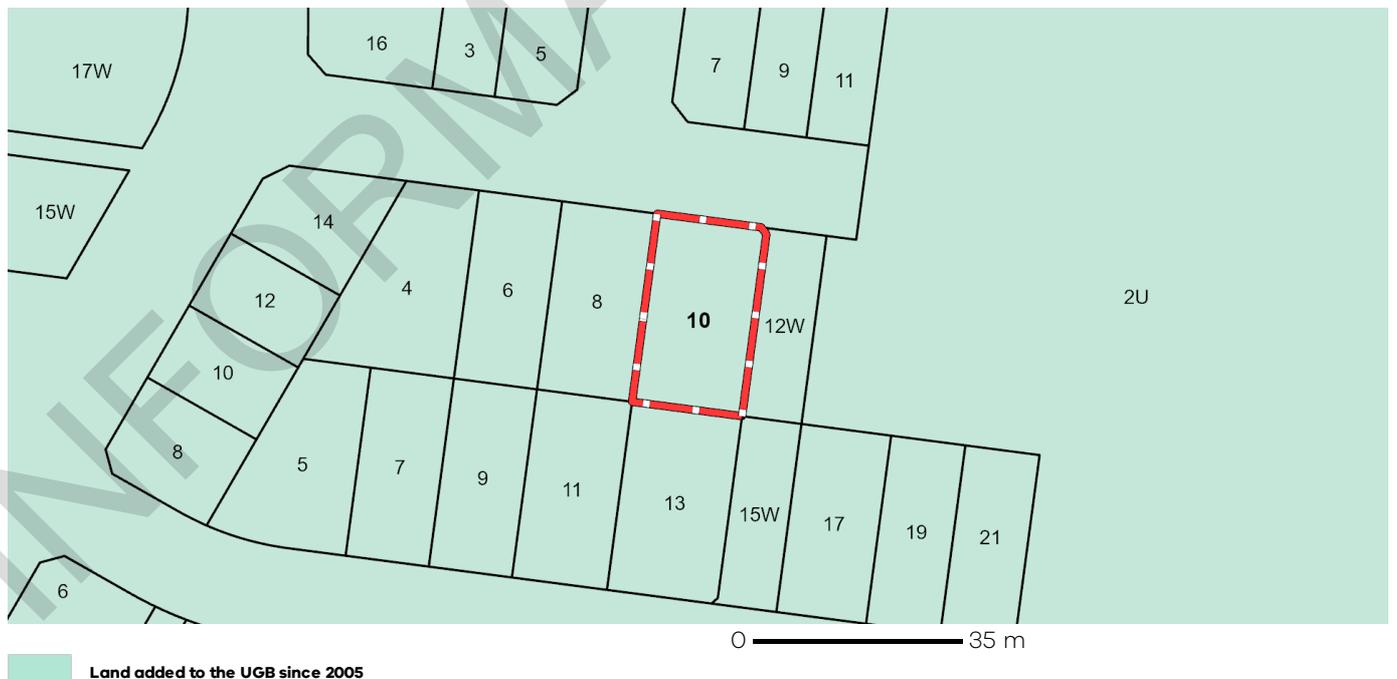
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

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



Growth Area Infrastructure Contribution

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



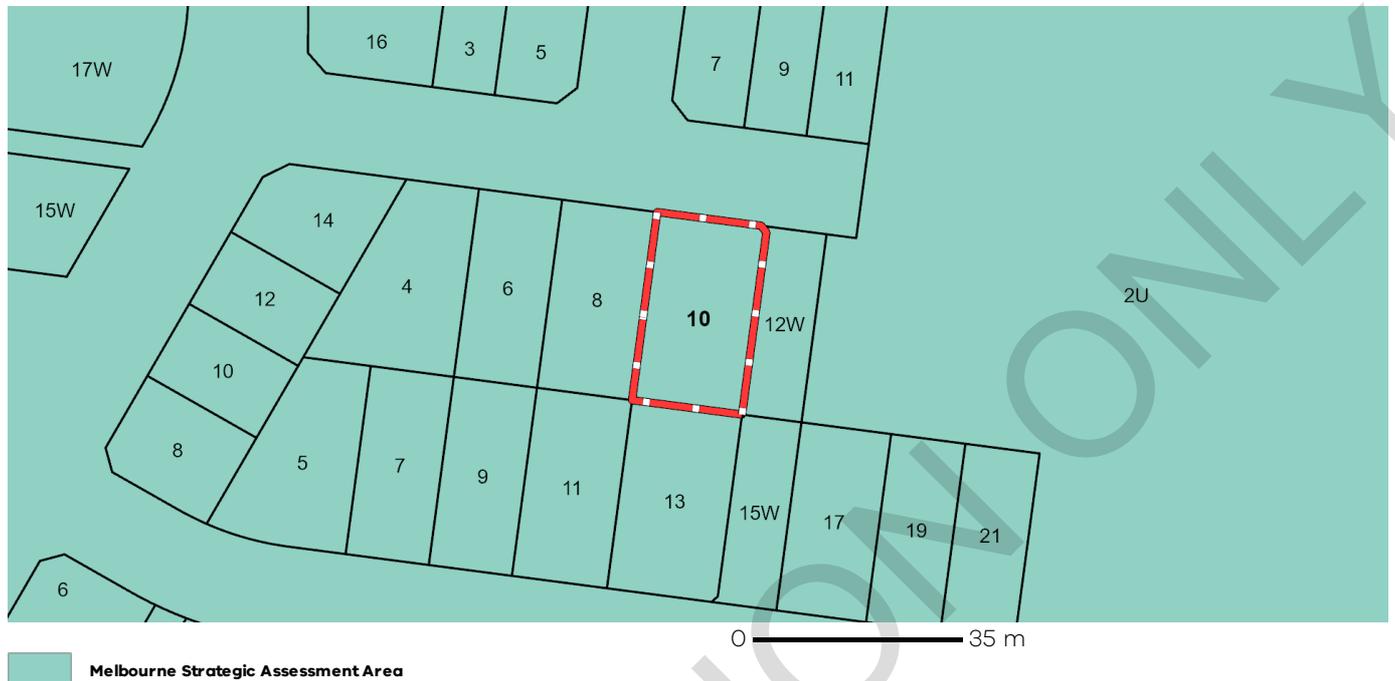
Copyright © - State Government of Victoria

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

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

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 28 August 2025.

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

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

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

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

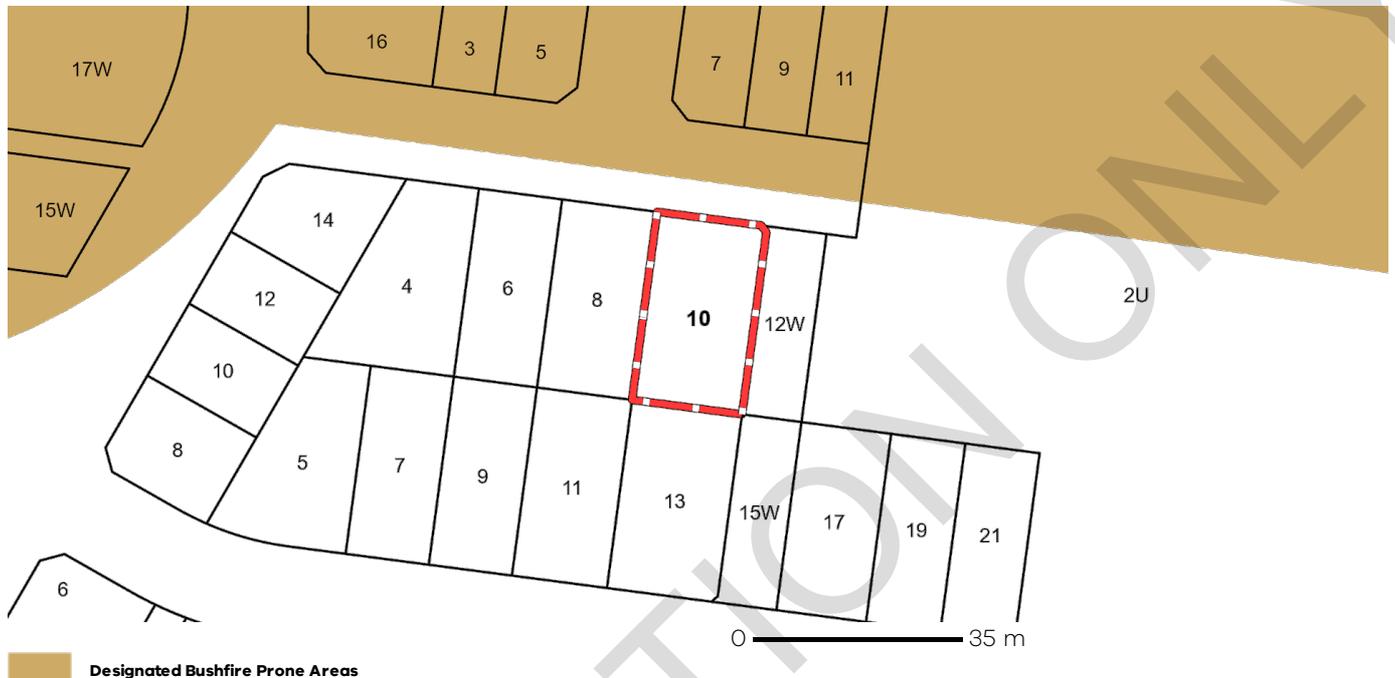
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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