

DATED

2025

PARVEEN SINGROHA AND SWATI SINGROHA

to

CONTRACT OF SALE OF LAND

Property: 87 Kilarnie Boulevard, Wollert VIC

Prolegal Conveyancing

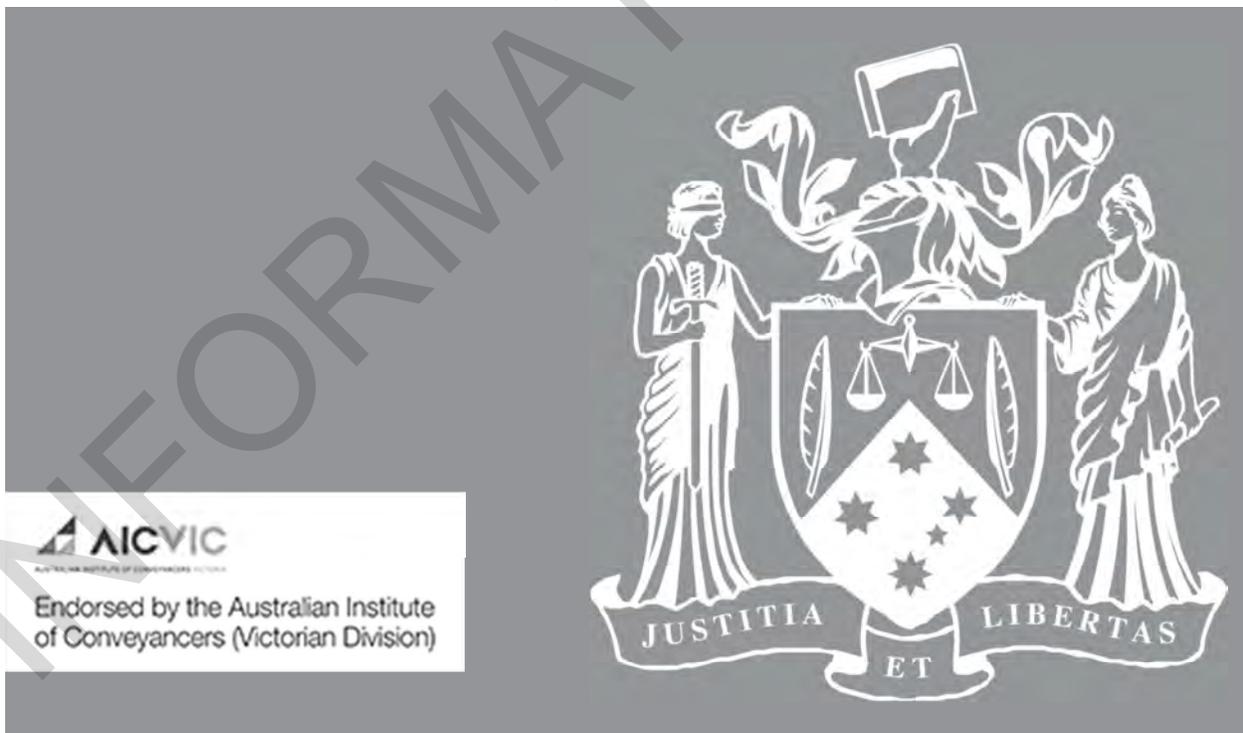
244 Newbury Boulevard
CRAIGIEBURN VIC 3064
Tel: 0404359089



Contract of sale of land

Property: 87 Kilarnie Boulevard, Wollert VIC 3750

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Parveen Singroha and Swati Singroha

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: _____
Email: sold@rataandco.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Parveen Singroha and Swati Singroha
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Prolegal Conveyancing
Address: 244 Newbury Boulevard, Craigieburn VIC 3064
PO Box 692, Craigieburn VIC 3064
Email: Prolegalconveyancing@outlook.com
Tel: 0404359089 Mob: _____ Fax: _____ Ref: 25/445

Purchaser's estate agent

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

Purchaser

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

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12579 Folio 918	712	PS 841657C

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 87 Kilarnie Boulevard, Wollert VIC 3750

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

Payment

Price \$ 0.00
Deposit \$ 0.00 by (of which has been paid)
Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on – 14 days after purchaser representative has been notified of issuing of the occupancy permit or certificate of completion

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval _____

date: _____

INFORMATION ONLY

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

INFORMATION ONLY

Special Conditions

1 Foreign resident capital gains withholding

1.1 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.

1.2 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.

1.3 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 **\$750,000-00** 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).

1.4 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.

1.5 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.

1.6 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.

1.7 The representative is taken to have complied with the obligations in special condition 1.6(b) 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.

1.8 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.

1.9 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.

1.10 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 transaction's 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.

3. Identity of the Land

The Purchaser admits that the land as offered for sale, occupied by the Vendor and inspected by the Purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the Vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

4. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not be entitled to any compensation from the Vendor in respect thereof in any circumstances whatsoever.

5. Buildings and Goods

The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants.

Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied. It is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The Purchaser acknowledges that any improvements on the property may be Subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title. The Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The Purchaser shall have no right to call upon the Vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The Purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including any cladding may be combustible and may require removal or replacement at his cost.

6. 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.

7. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known

to the Vendor or whether they are disclosed or not. The Purchaser accepts the location of all buildings and the current condition of all plumbing works and shall not make any claim whatsoever in relation thereto.

8. Warranties and Exclusions

The Purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the Purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the Vendor or the Vendor's agents or any term except such as are made written conditions of this contract and signed by the Vendor.

Marketing Materials

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

9. Interest and costs payable on default

If the Purchaser defaults in payment of any money under this Contract, then interest at the rate of sixteen percent per annum shall be paid by the Purchaser to the Vendor on any money overdue for payment. The Purchaser agrees that the reasonable costs of each and every default is the sum of \$880.00 (inclusive of GST) together with a further sum of \$880.00 (inclusive of GST) for each and every Default Notice prepared and served on the Purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this contract or otherwise.

10. 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.

11. Purchaser a resident of or entitled to purchase land in Australia

In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the Purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The Purchaser further acknowledges that in the event that this warranty is untrue in any respect, the Purchaser hereby indemnifies the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

12. GST

If the Purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the Vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the Vendor under any law or any written or oral agreement has been paid in full.

13. Merger

All terms and conditions as set out in these Special Conditions, the Particulars of Sale and the General Conditions in the contract, which remain to be performed on the part of the Purchaser or are capable of having effect on the part of the Purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land or registration. However, all terms and conditions as set out in these Special Conditions, the Particulars of Sale and the General Conditions in the contract, to be performed on the part of the Vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the Purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

14. Stamp Duty

If the Vendor or his agent has provided an estimate of the amount of stamp duty payable by the Purchaser, the Vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the Purchaser. The Vendor shall not be liable to pay any compensation to the Purchaser for any stamp duty, interest or penalties in relation to any stamp duty assessment in any circumstances whatsoever.

15. Stamp Duty - More than one Purchaser

(a) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name:%

Name:%

Total 100%

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the Purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.

(d) This Special Condition shall not merge on completion of this contract.

16. State Revenue Office Duties online

Upon the Purchaser confirming that all special conditions benefitting the Purchaser have been met:-

(a) The Vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the Purchaser with the DOL document ID number.

(b) The electronic Duties on Line document must be finalized by the Purchaser to a stage where it is ready for signature by the Purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties. (Settlement Date) Should the Purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the Purchaser changes the electronic Duties on Line document creating a need for the Vendor to resign the electronic Duties On Line document, the Vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the Vendor resigns the electronic Duties On Line document.

17. Deposit Bond or Bank Guarantee

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

18. Non payment of the whole or part of the deposit

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the Vendor at his option. General Condition 34 shall not apply where the deposit or part of the deposit is not paid when it is due.

19. Adjustments

19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 23, including an updated Owners Corporation Certificate, if requested by the Vendor. Failure to comply with this condition, the Vendor will be at liberty to delay settlement.

19.2 Further to General Condition 23, Adjustments must be prepared on behalf of the Purchaser and provided to Vendor's representatives not less than 5 days prior to the due date of settlement.

20. Amendment and interpretation of the General Conditions

The following General Conditions are amended as follows: -

3. Add following the word "company" - "and if the guarantee is not provided within 14 days of the request the Purchaser shall be in default"

4. GC4 is amended by adding an additional sentence as follows:

Any nomination must be made at least 10 days before the settlement date. If the Purchaser wishes to nominate it must deliver to the Vendor's legal practitioner or conveyancer.

a. A completed and executed notice of nomination.

b. A copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional Purchaser;

c. A cheque payable by the nominee to the Vendor's legal representative or conveyancer for \$330(including GST) being their costs for advising the Vendor on compliance with this General Condition 4.

32. Delete "A party" and insert "A Purchaser" as the beginning of General Condition 32

and add

32 (c) The Vendor shall not be liable for any compensation for any reasonably foreseeable loss to the Purchaser resulting from any breach in any circumstances whatsoever".

33 Delete " 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983**" and insert "16%".

34.1 Add following the words at the end of General Condition 34.1

"save that if the deposit is not paid by the due date then notwithstanding anything to the contrary this contract shall be immediately voidable by the Vendor by giving the Purchaser notice in writing at any time before the full deposit is paid by cleared funds to the Vendor."

General Condition 34(2)(a) and 34(2)(b) shall not apply to this contract where the Purchaser fails to pay the whole or any part of the deposit on the due date.

35.2 (a) Delete "and be paid any interest and reasonable costs under the contract" and" and insert "only".

35.4(a) the words "the deposit up to 10% of the price" shall be deleted and insert "10% of the purchase price" and add 28.6 "The Purchaser grants an equitable charge over all his real estate as security for the said 10% of the purchase price and any damages for breach of the contract or any loss on resale and resulting expenses as liquidated damages.

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

21. 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 \$440.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative. This Cost will be applicable each time settlement is rescheduled.

22. Finance Approval

If the Purchaser attempts to end the contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the particulars of Sale and refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained approval of finance. A letter from a mortgage broker/ mobile lender is not sufficient in this regard.

23. Building Inspection – This Special condition is only applicable if the box is checked.

This Contract is subject to and conditional upon the purchaser obtaining a satisfactory building and report from an independent Qualified inspector with in Seven (7)days of the purchaser signing this contract ,if the report shows a Major structural defect the purchaser may end this contract but only if the purchaser serves written notice on the vendor together with a copy of the report with in seven(7) days of the purchaser signing this contract. All Monies must be immediately refunded to the purchaser if the contract is ended pursuant to this special condition.

24. Pest Inspection – This Special condition is only applicable if the box is checked.

This Contract is subject to and conditional upon the purchaser obtaining a satisfactory Pest report from an independent Qualified inspector with in Seven (7)days of the purchaser signing this contract ,if the report shows a Major Pest infestation the purchaser may end this contract but only if the purchaser serves written notice on the vendor together with a copy of the report within seven(7) days of the purchaser signing this contract. The report must disclose that pest infestation is current and does not apply to any previous or rectified damage caused. All Monies must be immediately refunded to the purchaser if the contract is ended pursuant to this special condition.

25. Auction conditions:

The Property is offered for sale by public Auction, Subject to Vendor's reserve price. The Rules for the conduct of auctions shall be as set out in Schedule 1 to the sale of land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

26. Acknowledgement:

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of the preliminary contract or contract note or payment of any deposit or other money:

- (a) A copy of this Contract Pursuant to Section 53 of the estate agent Act 1980: and
- (b) A statement required by Section 32(1) of the Sale of Land Act 1962.

27. Special condition:

The Vendor gives notice to the purchaser that in the event the purchaser fails to complete the purchase of the property on the due date specified in the contract here to("the

Contract”) for the payment of the residue as defined in the contract (“ the due date”) or any other date as may be agreed upon for the payment of the residue, which date shall be deemed to be the due date ,as a result of the alteration of the due date as specified in the contract , the Vendor will or may suffer the following foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- A- All cost associated with obtaining bridging finance to complete the vendor’s purchase of another Property or business and interest charged on such bridging finance.
- B- Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date.
- C- Accommodation and additional storage and removal expenses necessary incurred by the vendor.
- D- Cost and expenses between the vendor conveyancer and the Vendor.
- E- Penalties or interest or charges payable by the vendor to any third party as a result of any delay in the completion of the Vendor’s purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property herein.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

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

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

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

Land	87 KILARNIE BOULEVARD, WOLLERT VIC 3750
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Vendor's name	Parveen Singroha	Date	/ /
Vendor's signature	<hr/>		
Vendor's name	Swati Singroha	Date	/ /
Vendor's signature	<hr/>		

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$3,000.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

- | | |
|-----------------------------------|--------------------------------|
| (a) Name of planning scheme | Whittlesea City Council |
| (b) Name of responsible authority | Whittlesea City Council |
| (c) Zoning of the land | GRZ - General Residential Zone |
| (d) Name of planning overlay | Urban Growth Zone |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 12579 FOLIO 918

Security no : 124124930653Q
Produced 30/05/2025 02:01 PM

LAND DESCRIPTION

Lot 712 on Plan of Subdivision 841657C.
PARENT TITLE Volume 12558 Folio 212
Created by instrument PS841657C 30/10/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PARVEEN SINGROHA
SWATI SINGROHA both of 4 TASSEL WAY AINTREE VIC 3336
AY643953W 28/11/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY741934E 20/12/2024
NATIONAL AUSTRALIA BANK LTD

COVENANT PS841657C 30/10/2024

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

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

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

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

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

DIAGRAM LOCATION

SEE PS841657C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 87 KILARNIE BOULEVARD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

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

Page 2 of 2

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 20/12/2024

DOCUMENT END

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 30/05/2025 02:01:40 PM

Status	Registered	Dealing Number	AY643953W
Date and Time Lodged	28/11/2024 03:52:09 PM		

Lodger Details

Lodger Code	25243F
Name	PROLEGAL CONVEYANCING
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

12579/918

Transferor(s)

Name	DAHUA GROUP MELBOURNE NUMBER 6 PTY LTD
ACN	615975347

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 327000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	PARVEEN
Family Name	SINGROHA
Address	
Street Number	4
Street Name	TASSEL
Street Type	WAY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	AINTREE
State	VIC
Postcode	3336
Given Name(s)	SWATI
Family Name	SINGROHA
Address	
Street Number	4
Street Name	TASSEL
Street Type	WAY
Locality	AINTREE
State	VIC
Postcode	3336

Duty Transaction ID

6143911

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	28 NOVEMBER 2024

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	PARVEEN SINGROHA SWATI SINGROHA
Signer Name	NAMISHA SHARMA
Signer Organisation	PROLEGAL CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	28 NOVEMBER 2024



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:
NIL

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Statement End.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 30/05/2025 02:01:40 PM

Status	Registered	Dealing Number	AY741934E
Date and Time Lodged	20/12/2024 03:50:57 PM		

Lodger Details

Lodger Code	16089P
Name	NATIONAL AUSTRALIA BANK LTD
Address	
Lodger Box	
Phone	
Email	
Reference	CN 431241612 LG-5

MORTGAGE

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

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Estate and/or Interest being mortgaged
FEE SIMPLE

Land Title Reference

12579/918

Mortgagor

Given Name(s)	PARVEEN
Family Name	SINGROHA
Given Name(s)	SWATI
Family Name	SINGROHA

Mortgagee

Name	NATIONAL AUSTRALIA BANK LIMITED
ACN	004044937
Australian Credit Licence	230686
Address	
Floor Type	LEVEL
Floor Number	28



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Number	395
Street Name	BOURKE
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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

Terms and Conditions of this Mortgage

(a) Document Reference	AA9555
(b) Additional terms and conditions	Nil

Mortgagee Execution

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

Executed on behalf of	NATIONAL AUSTRALIA BANK LIMITED
Signer Name	DANILO FLORES
Signer Organisation	NATIONAL AUSTRALIA BANK LIMITED
Signer Role	AUTHORISED SIGNATORY
Execution Date	20 DECEMBER 2024

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

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Produced 30/05/2025 02:01:41 PM

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

Lodger Details

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

APPLICATION TO RECORD AN INSTRUMENT

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

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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	30/05/2025 14:01

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

HWL
EBSWORTH
LAWYERS

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

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

City of Whittlesea

and

Dahua Group Melbourne Number 6 Pty Ltd

Ref: JL:SJ:1023494

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

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

Deed of Agreement

Printed 10 November 2021

Page i

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

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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 <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 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

Schedule 3 - Tree Retention/Removal Plan



INFORMATION



Department of Environment, Land, Water & Planning

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Produced 30/05/2025 02:01:45 PM

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
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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

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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



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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

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 agree 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)

INFORMATION ONLY

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	Voll/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	n/a
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 AX326660R 05/10/2023 Jinding Financial Services Pty Ltd 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 **WhiteSEA City Council** pursuant to the)
power delegated to them by an Instrument of)
Delegation in the presence of:)

DocuSigned by:

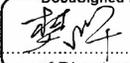
C074D545C871413...
Delegated Signed by:
Amir Mahdavian
Witness AA6B2D7E491...

DocuSigned by:

5ZDB5F7E09E40A...
Delegated Signed by:
Amir Mahdavian
Witness 96AD60F3FB483...

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:)



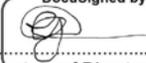
.....
Signature of Sole Director and Sole Company Secretary

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

INFORMATION ONLY

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

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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
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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.

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HWLEBSWORTH
LAW FIRM

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: SJ: 1023494

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 3007 Australia
DX 564 Melbourne

Deed of Agreement

##

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Printed 23 August 2021 (##)

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Deed of Agreement

Date 11/10/2021

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 Bodycroats Road and 225 Summerhill Road Wollert (Lot 2 on P\$945830X and Lots 1 and 2 on P\$710782T).
- 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. 717910; 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

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