

# Contract of Sale of Land

Property:

**135 SALTLAKE Boulevard, Wollert VIC 3750**

**STEP UP CONVEYANCING PTY LTD**

Tel: 0411 238 936  
PO Box 2104, Deer Park North VIC 3023  
Ref: RL:264315

# Contract of sale of land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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

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

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

WARNING TO ESTATE AGENTS

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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:

#### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2026

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority, if applicable: .....

#### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2026

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

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* (Vic)

### SIGNED BY THE VENDOR:

#### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2026

for and on behalf of:

PATRICIA SUSAN LEW

Name of individual

Signature of individual

State nature of authority, if applicable: .....

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../2026

for and on behalf of:

PETER HUYNH

Name of individual

Signature of individual

State nature of authority, if applicable: .....

The **DAY OF SALE** is the date by which both parties have signed this contract.4

INFORMATION ONLY

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INFORMATION ONLY

# Particulars of Sale

## Vendor's estate agent

Name: HARCOURTS RATA & CO  
Address:  
Email: SOLD@RATAANDCO.COM.AU  
Tel: 03 9465 7766 Mob: Ref:

## Vendor

Name: PATRICIA SUSAN LEW and PETER HUYNH  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: STEP UP CONVEYANCING PTY LTD  
Address: Level 2, 360 Ballarat Road Sunshine North Vic 3020  
Email: info@stepupconveyancing.com.au  
Tel: 03 7300 8800 Mob: Ref: 264315

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | being lot | on plan    |
|--------------------------------|-----------|------------|
| Volume 12030 Folio 785         | 12        | PS 807027G |

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: 135 SALLAKE Boulevard, Wollert VIC 3750

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

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by (of which \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

- the above date; and
- the 21st 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 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 (Vic)* 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: \_\_\_\_\_

(or another lender chosen by the purchaser)

Loan amount: \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

**Special Conditions**

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

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

INFORMATION ONLY

## General Conditions

INFORMATION ONLY

# Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page;
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

## 1. 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”.

1.1 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*.

1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

1.3 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*.

1.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

1.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

1.6 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.

1.7 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.

- 1.8 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.
- 1.9 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.
- 1.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

## **2. Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes. The Purchaser shall not requisition, object or claim compensation or delay settlement in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the land.

## **3. No representations**

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

## **4. Dwelling**

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

## **5. Deposit**

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

## **6. Guarantee**

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

## 7. Land Description

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

## 8. Default

Should the Purchaser default in payment of any of the purchase moneys herein then the purchaser will pay penalty interest on such outstanding moneys at the rate of 12% from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General condition 33 does not apply to this contract.

8.1 The Purchaser acknowledges that:-

- a. if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
- b. the losses and expenses described in Special Condition 9.a. are agreed to be reasonably foreseeable and shall be deemed to be "reasonably foreseeable loss" for the purposes of General Condition 32 of this Contract.

8.2 The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Stamps Act 1958 relating to this Contract, any substitute Contract of Sale and the instrument of transfer of the property or any one or more of them.

8.3 The Purchaser agrees that a reasonably foreseeable loss under this contract includes any one or more of the following:

- a. the cost of obtaining bridging finance to complete the vendor's purchase of another property, including interest, legal costs, duty and other costs of or incidental to such bridging finance;
- b. interest and bank charges payable by the vendor under any existing loan or mortgage on the property hereby sold calculated from the due date of settlement;
- c. any moving and storage expenses incurred by the vendor as and from the due date of settlement of the property hereby sold;
- d. legal costs and expenses of the vendor on a representative and own client basis;
- e. where the vendor is purchasing another property ("the vendors purchase") – all interest, expenses and legal costs payable to the vendor in respect of the vendor's purchase, arising from or in consequence of the default in payment of any moneys payable under this contract by the purchaser or owing to any breach of or failure by the purchaser to observe any of the terms and conditions of this contract.

## **9. Existing Services and Utilities**

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

## **10. Condition of the land**

The Purchaser acknowledges that the Purchaser has purchased the Land as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair subject to all faults both latent and patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

General Conditions 31.4, 31.5 and 31.6 do not apply to this Contract.

## **11. Rates Certificates & Delivery of Adjustments**

11.1 The Purchaser agrees to provide copies of all certificates obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

11.2 Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to the Vendors representative of \$150.00 for the delay in receiving the Statement of Adjustments.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law

## **12. Finance**

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 20.2(c) does not apply to this contract. If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract.

## **13. Settlement rescheduling fee**

If settlement is rescheduled due to the purchaser delaying the settlement, the purchaser acknowledges they will pay \$330.00 including GST at settlement for each and every rescheduled settlement.

## **14. Nomination**

If the named Purchaser chooses to nominate a substitute or additional Purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nominations that:

(a) If the nominated Purchaser or one of more of them is an incorporated body then the named Purchasers shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.

(b) Execute any other documents required by the Vendor's representative including a new Contract of Sale.

- (c) The nominated Purchaser shall reimburse the Vendor \$330.00 for costs incurred by their representative in relation to the nomination.

## 15. GST Withholding

GST Withholding special condition

16.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No 1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.

16.2. If section 14-255 (1) applies to the supply of the property, the Vendor must give the purchaser the written notice required by that section at least seven days before settlement.

16.3. If Section 14-250 requires the recipient of supply to withhold an amount ("withholding sum") from the consideration payable to the Vendor and pay it to the Commissioner, the purchaser must: Complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and At settlement, comply with section 16-30(3) by giving the Vendor a bank cheque payable to the Commissioner for the withholding sum or On the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner. Except where the purchaser has complied with the sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

16.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

16.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.

16.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract, including without restriction, any obligation of the vendor to apply for the margin scheme, are unchanged.

16.7. In this special condition, 'settlement' means the time when the first \*consideration for the \*supply (other than consideration provided as a deposit) is first provided.

## 16. FIRB Approval

17.1 The Purchaser warrants that one of the following apply:

17.1.1 The Purchaser:

- (a) Is not required to provide notice of the entering into of this Contract or the purchase of the property to the Foreign Investment Board (FIRB) or any other relevant authority; and
- (b) Does not require any consent or approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract; or

17.1.2 The Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the property by the purchaser on the terms and conditions set out in this Contract.

the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

17.2 If the warranty in the SC17.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract.

## 17. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

## 18. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

18.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in-tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

18.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

18.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

18.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they were installed, their input to the electricity grid, any benefits arising from any electricity generated by the solar panels, or otherwise

INFORMATION ONLY

# Contract of Sale of Land - 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### 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 the header 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.
- 13.10 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;

- (b) if two or more electronic lodgment 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 lodgment.

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 lodgment 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 lodgment 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.

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 lodgment 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 lodgment 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 lodgment 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.

**GUARANTEE and INDEMNITY**

|      |   |    |            |
|------|---|----|------------|
| I/We |   | of |            |
| And  |   | of |            |
|      | being the <b>Sole Director / Directors of</b> |    | <b>ACN</b> |

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

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

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

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

## SCHEDULE 1

Regulations 5, 6 and 7

### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

\*1. No bids may be made on behalf of the vendor of the land.

OR

\*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

**[\*One of these alternatives must be deleted]**

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# 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.

|             |   |
|-------------|---|
| <b>Land</b> | 135 SALLAKE BOULEVARD, WOLLERT VIC 3750 |
|-------------|---|

|                    |                    |      |     |
|--------------------|--------------------|------|-----|
| Vendor's name      | PATRICIA SUSAN LEW | Date | / / |
| Vendor's signature | _____              |      |     |
| Vendor's name      | PETER HUYNH        | Date | / / |
| Vendor's signature | _____              |      |     |

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

# 1. FINANCIAL MATTERS

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

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

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

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

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

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

|   |   |
|---|---|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPC No.  |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act?  | <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:<br>OR<br><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):

Is in the attached copies of title document/s

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

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):

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (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

Page 1 of 2

VOLUME 12030 FOLIO 785

Security no : 124132320676G  
Produced 19/02/2026 04:16 PM

### LAND DESCRIPTION

Lot 12 on Plan of Subdivision 807027G.  
PARENT TITLE Volume 12006 Folio 335  
Created by instrument PS807027G 07/11/2018

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
PATRICIA SUSAN LEW  
PETER HUYNH both of 31 DUNOON STREET DONCASTER VIC 3108  
AR728151A 05/12/2018

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ279826Y 17/06/2025  
MACQUARIE BANK LTD

COVENANT AQ237063S 12/09/2017

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  
AJ556726Y 20/03/2012

AGREEMENT Section 173 Planning and Environment Act 1987  
AM263610B 19/10/2015

AGREEMENT Section 173 Planning and Environment Act 1987  
AM263611Y 19/10/2015

AGREEMENT Section 173 Planning and Environment Act 1987  
AM691325L 08/04/2016

### DIAGRAM LOCATION

SEE PS807027G 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: 135 SALT LAKE BOULEVARD WOLLERT VIC 3750

### ADMINISTRATIVE NOTICES

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

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NIL

eCT Control 18440T MSA NATIONAL  
Effective from 17/06/2025

DOCUMENT END

INFORMATION ONLY



# Imaged Document Cover Sheet

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| Document Identification                         | <b>PS807027G</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>3</b>                |
| Document Assembled                              | <b>19/02/2026 16:16</b> |

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| <b>SUBDIVISION ACT 1988</b><br><br><b>PLAN OF SUBDIVISION</b> | <b>EDITION 1</b> | <b>PLAN NUMBER</b><br><b>PS 807027G</b> |
|---|------------------|---|

|   |   |
|---|---|
| <b>LOCATION OF LAND</b><br><b>PARISH:</b> WOLLERT<br><b>TOWNSHIP:</b><br><b>SECTION:</b> 11<br><b>CROWN ALLOTMENT:</b><br><b>CROWN PORTION:</b> 2 (PART)<br><b>TITLE REFERENCES:</b> VOL.12006 FOL. 335<br><br><b>LAST PLAN REFERENCE:</b> PS741160T LOT E<br><b>POSTAL ADDRESS:</b> 60 HARVEST HOME ROAD<br><small>(at time of subdivision)</small> WOLLERT 3750<br><br><b>MGA CO-ORDINATES:</b> E 326 800 ZONE: 55<br><small>(of approximate centre of land in plan)</small> N 5 834 670 GDA 94 | Council Name: Whittlesea City Council<br><br>Council Reference Number: 609394<br>Planning Permit Reference: 609394<br>SPEAR Reference Number: S094591T<br><br>Certification<br><br>This plan is certified under section 11 (7) of the Subdivision Act 1988<br>Date of original certification under section 6: 03/11/2017<br><br>Public Open Space<br><br>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made<br><br>Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 11/07/2018<br><br>Statement Of Compliance issued: 12/10/2018 |
|---|---|

| VESTING OF ROADS OR RESERVES |                         | <b>THE HAVEN</b><br>NUMBER OF LOTS IN THIS PLAN: 21<br>TOTAL AREA OF LAND IN THIS PLAN: 4481m <sup>2</sup><br><br><b>DEPTH LIMITATION:</b> DOES NOT APPLY |
|------------------------------|-------------------------|---|
| IDENTIFIER                   | COUNCIL / BODY / PERSON |   |
| NIL                          | NIL                     |   |

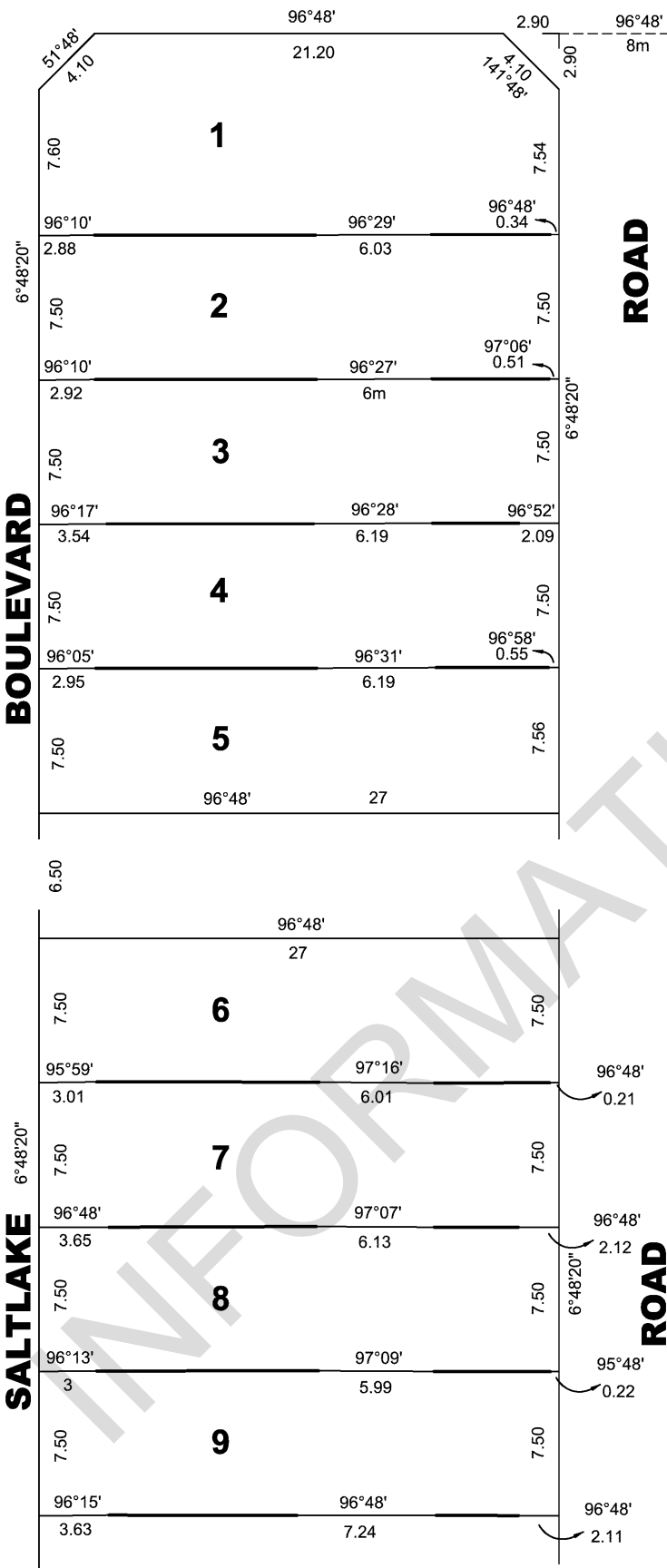
| NOTATIONS   |  |
|---|--|
| BOUNDARIES ARE SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.<br><br>DIMENSIONS SHOWN TO BOUNDARIES DEFINED BY BUILDINGS ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.<br><br>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:<br><br>MEDIAN OF WALLS: ALL BOUNDARIES<br><br>LOTS 1-21 (BOTH INCLUSIVE) HAVE NO UPPER OR LOWER BOUNDARIES. |  |

| EASEMENT INFORMATION   |         |                |        |                              | <b>THIS IS A SPEAR PLAN</b><br><br><b>STAGING:</b><br>THIS IS NOT A STAGED SUBDIVISION<br>PLANNING PERMIT No.<br><br><b>SURVEY:</b><br>THIS PLAN IS BASED ON SURVEY<br><br>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). -----<br><br>IN PROCLAIMED SURVEY AREA No. ----- |
|--|---------|----------------|--------|------------------------------|--|
| <b>LEGEND:</b> A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD) |         |                |        |                              |  |
| SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN                |         |                |        |                              |  |
| EASEMENT REFERENCE   | PURPOSE | WIDTH (METRES) | ORIGIN | LAND BENEFITED /IN FAVOUR OF |  |
|  |         |                |        |                              |  |

|  |                   |  |  |                            |
|--|-------------------|--|--|----------------------------|
| REF: <b>21969/MD1</b>  | VERSION: <b>F</b> | DATE: 03/07/18<br>21969-MD1-PS-M-F.DGN | ORIGINAL SHEET SIZE <b>A3</b>  | SHEET <b>1 OF 3 SHEETS</b> |
| <br><small>Reeds Consulting Pty Ltd<br/>         Lvl 6, 440 Elizabeth Street<br/>         Melbourne Victoria 3000<br/>         p [03] 8660 3000<br/>         www.reedsconsulting.com.au<br/>         survey@reedsconsulting.com.au</small> |                   |  | Digitally signed by: Thomas Andrew Millar (Reeds Consulting Pty Ltd),<br>Surveyor's Plan Version (F),<br>09/07/2018, SPEAR Ref: S094591T |                            |
| PLAN REGISTERED<br>TIME: 6:45pm DATE: 7/11/2018<br>R.Bissell<br>Assistant Registrar of Titles  |                   |  |  |                            |

PLAN NUMBER  
**PS 807027G**

**ELK WAY**

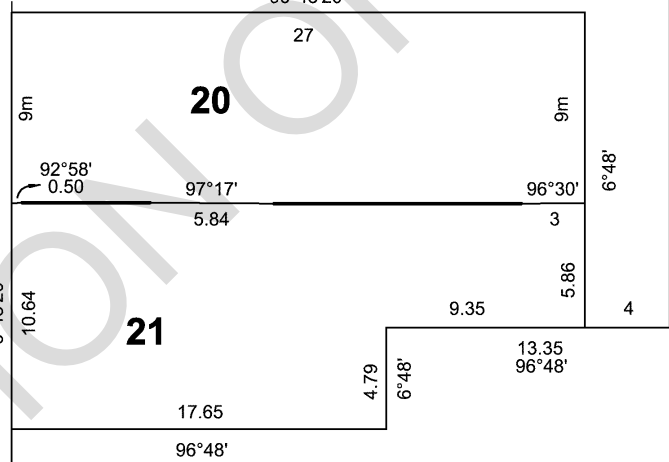


**ROAD**

**BOULEVARD**

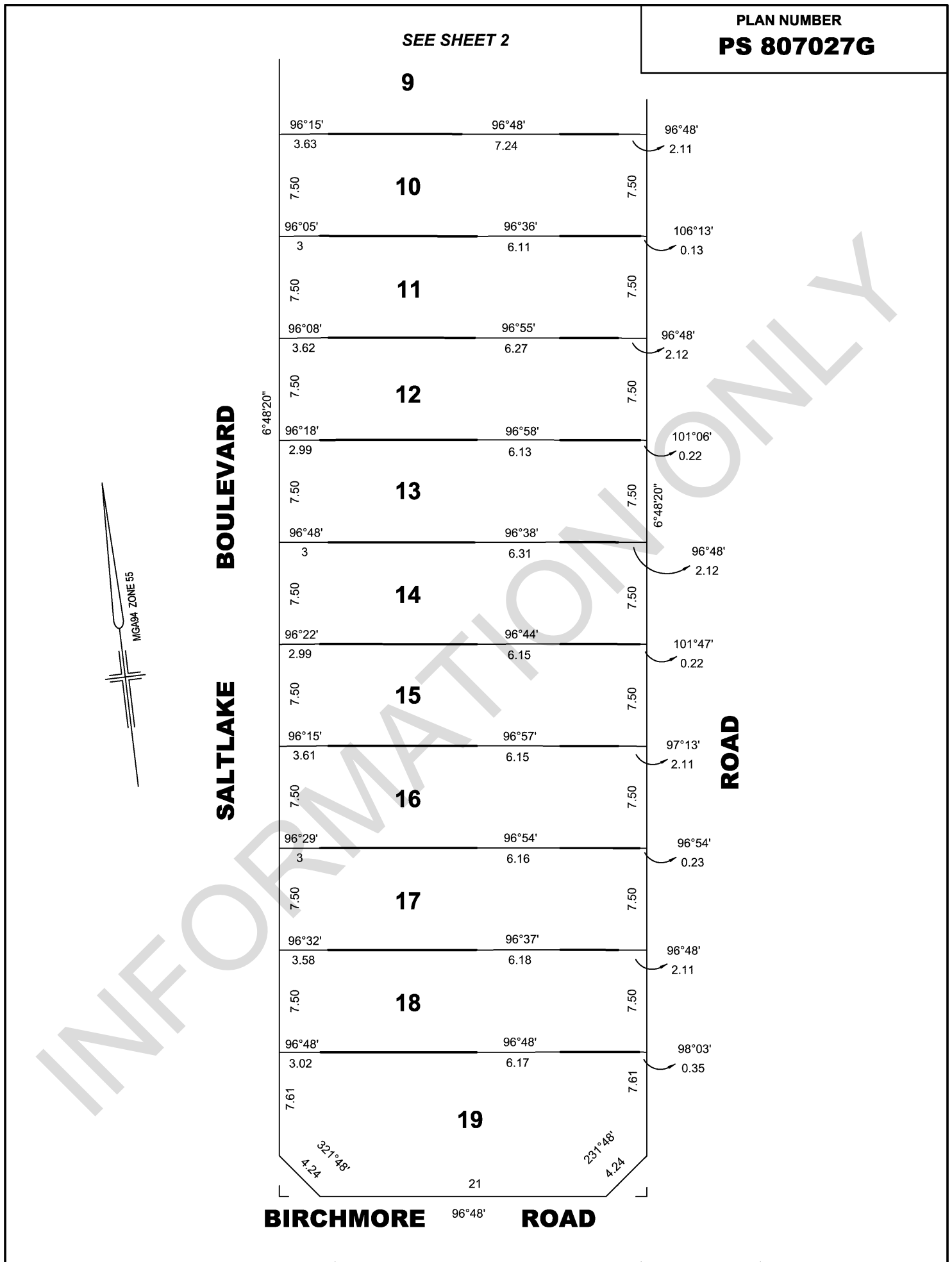
**SALT LAKE**

**ENOCH WALK**



**10 SEE SHEET 3**

|   |                      |  |  |                              |  |                |
|---|----------------------|--|--|------------------------------|--|----------------|
| REF:<br><b>21969/MD1</b>  | VERSION:<br><b>F</b> | DATE: 03/07/18<br>21969-MD1-PS-M-F.DGN | SCALE<br><b>1:500</b>  | <p>LENGTHS ARE IN METRES</p> | ORIGINAL SHEET<br>SIZE <b>A3</b>   | SHEET <b>2</b> |
| <p>Reeds Consulting Pty Ltd<br/>Lvl 6, 440 Elizabeth Street<br/>Melbourne Victoria 3000<br/>p [03] 8660 3000<br/>www.reedsconsulting.com.au<br/>survey@reedsconsulting.com.au</p> |                      |  | Digitally signed by: Thomas Andrew Millar (Reeds Consulting Pty Ltd),<br>Surveyor's Plan Version (F),<br>09/07/2018, SPEAR Ref: S094591T |                              | Digitally signed by:<br>Whittlesea City Council,<br>11/07/2018,<br>SPEAR Ref: S094591T |                |



|  |                      |  |  |                              |  |                |
|--|----------------------|--|--|------------------------------|--|----------------|
| REF:<br><b>21969/MD1</b>   | VERSION:<br><b>F</b> | DATE: 03/07/18<br>21969-MD1-PS-M-F.DGN | SCALE<br><b>1:500</b>  | <p>LENGTHS ARE IN METRES</p> | ORIGINAL SHEET<br>SIZE <b>A3</b>   | <b>SHEET 3</b> |
| <p>Reeds Consulting Pty Ltd<br/>                 Lvl 6, 440 Elizabeth Street<br/>                 Melbourne Victoria 3000<br/>                 p [03] 8660 3000<br/>                 www.reedsconsulting.com.au<br/>                 survey@reedsconsulting.com.au</p> |                      |  | Digitally signed by: Thomas Andrew Millar (Reeds Consulting Pty Ltd),<br>Surveyor's Plan Version (F),<br>09/07/2018, SPEAR Ref: S094591T |                              | Digitally signed by:<br>Whittlesea City Council,<br>11/07/2018,<br>SPEAR Ref: S094591T |                |

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

## AM263611Y



### Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 9258 3555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: MYM:OXO:6213616  
 Customer Code: 1167E

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

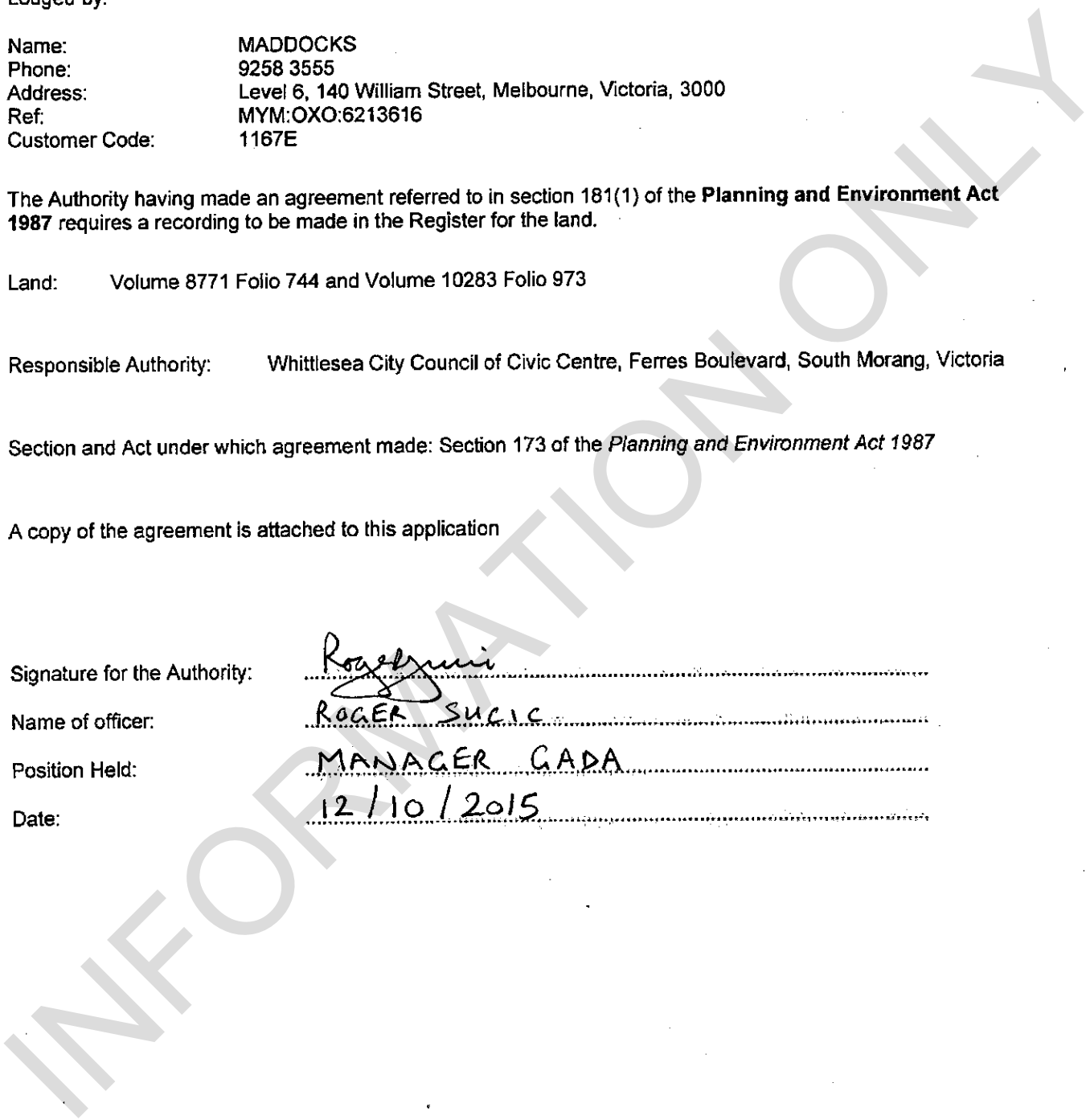
Land: Volume 8771 Folio 744 and Volume 10283 Folio 973

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

Signature for the Authority: Roger Susic  
 Name of officer: ROGER SUSIC  
 Position Held: MANAGER GADA  
 Date: 12/10/2015





**AM263611Y**

19/10/2015 \$119.70 173



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INFORMATION ONLY

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## Agreement under section 173 of the Planning and Environment Act 1987

Dated 5 / 8 / 2015

### Parties

|            |  |
|------------|--|
| Name       | Whittlesea City Council                                |
| Address    | Civic Centre, Ferres Boulevard, South Morang, Victoria |
| Short name | Council  |

|            |   |
|------------|---|
| Name       | Asset 1 Pty Ltd ACN 101 876 822   |
| Address    | 'World Trade Centre Tower 4', Level 8, 18-38 Siddeley Street, Docklands, Victoria |
| Short name | Owner   |

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 21 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

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

**Council Boundary Fences** mean fences built or constructed on the boundary between the Subject Land and a Reserve.



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**Current Address** means:

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

**Current Email** means:

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

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

**Fence Repairs** includes all repairs and maintenance to Council Boundary Fences except the removal of graffiti.

**Lot** has the same meaning as in the *Subdivision Act 1988*.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. 712619, as amended from time to time, issued on 19 December 2012, authorising:

- (c) multi-lot subdivision of,
- (d) removal of dry stone walls from; and
- (e) creation and removal of an easement on,

the Subject Land in accordance with the Endorsed Plan.

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

**Subject Land** means the land situated at 60 Harvest Home Road, Wollert being the land referred to in certificate of title volume 8771 folio 744 and volume 10283 folio 973 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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## 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 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
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

## 3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

## 4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

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---

**5. Agreement required**

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

---

**6. Owner's specific obligations**

The Owner covenants and agrees that, unless damage is caused by Council or its representatives whilst undertaking maintenance works in a Reserve, the Owner of a Lot which abuts a Reserve must carry out all Fence Repairs to Council Boundary Fences:

- 6.1 at the full cost of the Owner; and
- 6.2 to the satisfaction of Council.

---

**7. Owner's further obligations**

**7.1 Notice and registration**

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

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 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
- 7.2.3 agree 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.

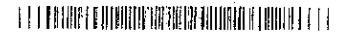
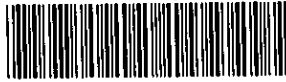
**7.3 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

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**7.4 Time for determining satisfaction**

If Council makes a request for payment of any costs or expenses under clause 7.3.3, 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.

**7.5 Interest for overdue money**

7.5.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**7.6 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. 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.

---

**9. 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.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

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

---

**11. General matters**

**11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;



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Signing Page

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

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



*[Handwritten signature]*

Delegate

Executed by Asset 1 Pty Ltd ACN 101 876 822 in accordance with section 127(1) of the Corporations Act 2001:

*[Handwritten signature]*

Signature of Director

Print full name

*[Handwritten name]*

*[Handwritten signature]*

Signature of Director (or Company Secretary)

Print full name

*[Handwritten name]*

Mortgagee's Consent

Bendigo and Adelaide Bank Ltd as Mortgagee under instrument of mortgage no. AK216148E 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.

Signed under Power of Attorney dated 09/04/2008 for BENDIGO AND ADELAIDE BANK LIMITED ACN 068 049 178. A certified copy of which is filed under Permanent Order Book No. 277 at Page 027 item 16.

Alistair Gomeze  
Loans Administration Manager

*[Handwritten signature]*

Witnessed by:  
*[Handwritten signature]*  
*[Handwritten signature]*

Raquel Respall  
Loans Administration Officer

*[Handwritten signature]*

Edwirth Fumundujiz  
Senior Loans Administration Officer

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



## Form 21

Lodged by:

Name: MADDOCKS  
Phone: 9258 3555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: MYM:OXO:6213616  
Customer Code: 1167E

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

Land: Volume 8771 Folio 744 and Volume 10283 Folio 973

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

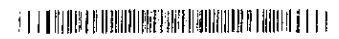
A copy of the agreement is attached to this application

Signature for the Authority: Roger Susic  
Name of officer: ROGER SUSIC  
Position Held: MANAGER GADA  
Date: 12/10/2015

**AM263610B**

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Date 4/8/2015



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: 60 Harvest Home Road, Wollert

**Conservation Management Plan**

**Whittlesea City Council**  
and

**Asset 1 Pty Ltd**  
ACN 101 876 822

INFORMATION ONLY

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Canberra Sydney

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

**AM263610B**

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**Agreement under section 173 of the Planning and Environment Act 1987**

Dated 4 / 8 / 2015

**Parties**

|            |  |
|------------|--|
| Name       | Whittlesea City Council                                |
| Address    | Civic Centre, Ferres Boulevard, South Morang, Victoria |
| Short name | Council  |

|            |   |
|------------|---|
| Name       | Asset 1 Pty Ltd ACN 101 876 822   |
| Address    | 'World Trade Centre Tower 4', Level 8, 18-38 Siddeley Street, Docklands, Victoria |
| Short name | Owner   |

**Background**

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the First Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 3 and 12 of the First Planning Permit.
- D. Council issued the Second Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 9 of the Second Planning Permit.
- E. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

**The Parties agree**

**1. Definitions**

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Administration Fee** means a fee payable to Council by the Owner for the administration of the management of the Conservation Management Plan equal to 10 per cent of the Management Costs.

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**Maddocks**

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

**CMP Commencement Date** means the date on which Council receives written notice that the Offset Works have commenced.

**Conservation Management Plan** means the plan submitted to, and approved by, Council in accordance with clause 6.1.

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

**Current Address** means:

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

**Current Email** means:

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

**Early Management Responsibility** means the acceptance by Council, prior to the end of the Management Period, of the responsibility to manage the Offset Sites in accordance with the Conservation Management Plan.

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

**First Planning Permit** means planning permit no. 712628, as amended from time to time, issued on 14 December 2010, authorising removal of native vegetation from the Subject Land in accordance with the First Endorsed Plan.

**Handover Date** means the date from which Council agrees to accept Early Management Responsibility.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Lot** has the same meaning as in the Subdivision Act 1988.

**Management Costs** means the costs payable to Council by the Owner to meet Council's costs of implementing and complying with the Conservation Management Plan from the Handover Date until the end of the Management Period.

**Management Period** means the period of time which runs for 10 years from the CMP Commencement Date.

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**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Native Vegetation Offset** means the vegetation offset required by conditions 3 and 12 of the First Planning Permit and which is to be achieved by implementing the Conservation Management Plan.

**Offset Site** means that part of the Subject Land which is identified and delineated in the Conservation Management Plan as an area within which Offset Works are to be undertaken in accordance with the Conservation Management Plan and includes the area surrounding these areas, including any parts of the Subject Land which are identified and delineated in the Conservation Management Plan as 'Planting buffer', 'Bollard and cable fencing', 'Grassed firebreak', 'Reconstructed dry stone walls' or the like.

**Offset Works** means all management and other actions described in the Conservation Management Plan that are specifically directed at achieving the Native Vegetation Offset.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permits** means the First Planning Permit and the Second Planning Permit.

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

**Reserve** means a reserve containing an Offset Site.

**Reserve Land** means that part of the Subject Land which will ultimately be a Reserve.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$200 if paid within 12 months from the date that this Agreement commences; or
- (b) \$200 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

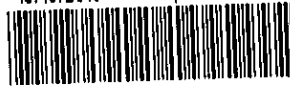
**Second Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Second Planning Permit.

**Second Planning Permit** means planning permit no. 712619, as amended from time to time, issued on 19 December 2012, authorising:

- (a) multi-lot subdivision of,
- (b) removal of dry stone walls from; and
- (c) creation and removal of an easement on,

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the Subject Land in accordance with the Second Endorsed Plan.

**Subject Land** means the land situated at 60 Harvest Home Road, Wollert being the land referred to in certificate of title volume 8771 folio 744 and volume 10283 folio 973 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.

---

**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 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
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permits; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

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- 4.1 Council would not have issued the Planning Permits without the conditions requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permits.

**5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

**6. Owner's specific obligations**

The Owner covenants and agrees that:

- 6.1 before the Development commences, the Owner must:
  - 6.1.1 prepare at its own cost; and
  - 6.1.2 submit to Council for approval,
    - a Conservation Management Plan providing for the matters set out in clause 6.2.
- 6.2 the Conservation Management Plan must, to the satisfaction of Council, provide for:
  - 6.2.1 early securing and fencing on the Subject Land to provide protection from subdivision construction activity;
  - 6.2.2 the protection of all areas proposed for conservation rehabilitation;
  - 6.2.3 re-vegetation and landscaping of the Subject Land;
  - 6.2.4 control of pest plants and animals;
  - 6.2.5 soil stabilisation, ongoing maintenance and timing and staging of all Works; and
  - 6.2.6 relocation and reconstruction of any demolished rock walls located:
    - (a) within open space; and
    - (b) at the entrances and exits to conservation open space reserves.; and
  - 6.2.7 the Native Vegetation Offset.
- 6.3 after the Conservation Management Plan is approved by Council in accordance with clause 6.1, the Owner must implement and comply with all provisions, requirements and recommendations of the Conservation Management Plan:
  - 6.3.1 at the full cost of the Owner;
  - 6.3.2 within the timeframes, and in the manner, set out in the Conservation Management Plan; and
  - 6.3.3 to the satisfaction of Council.

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6.4 in the event the Conservation Management Plan does not specify a timeframe for carrying out any provision, requirement or recommendation, the provision, requirement or recommendation must:

6.4.1 be carried out without reasonable delay, having regard to any seasonal requirements or relevant climatic conditions; and

6.4.2 continue to be carried out:

(a) for the Management Period; or

(b) if Council agrees to accept Early Management Responsibility, until the Handover Date,

to the satisfaction of Council.

---

**7. Early Management Responsibility**

The Parties agree that:

**7.1 Request for Early Management Responsibility**

7.1.1 at any time after the CMP Commencement Date the Owner may make a written request to Council for Council to accept Early Management Responsibility;

7.1.2 upon receipt of a written request made in accordance with clause 7.1.1, Council:

(a) may agree to accept Early Management Responsibility; and

(b) is not required to accept Early Management Responsibility.

7.1.3 if Council agrees to accept Early Management Responsibility, Council will:

(a) having regard to any schedule of charges adopted by Council for the purpose, determine the Management Costs to its satisfaction; and

(b) notify the Owner in writing of the Handover Date and the Management Costs.

7.1.4 upon receipt of notification under clause 7.1.3(b), and before the Handover Date, the Owner must pay to Council:

(a) the Management Costs determined under clause 7.1.3(a); and

(b) the Administration Fee.

**7.2 Further implementation of Conservation Management Plan**

If Council agrees to accept Early Management Responsibility, then after:

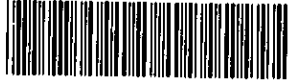
7.2.1 payment by the Owner to Council of the:

(a) Management Costs; and

(b) Administration Fee; and

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7.2.2 the Handover Date,

the Owner will no longer be required to comply with the obligations under clause 6.

**7.3 No registration of plan**

7.3.1 the Owner must not lodge an application for registration of a plan of subdivision showing a Reserve until:

- (a) the end of the Management Period; or
- (b) if Council agrees to accept Early Management Responsibility, the Handover Date.

7.3.2 if:

- (a) Council has not agreed to accept Early Management Responsibility;
- (b) the Management Period has not ended; and
- (c) the Owner proposes to subdivide the Subject Land,

the Reserve Land must be shown on any plan of subdivision as a Lot.

7.3.3 if:

- (a) the Subject Land is subdivided; and
- (b) the Reserve Land is shown as a Lot in accordance with clause 7.3.2,

that Lot will not be treated as net developable land for the purposes of calculating any development contributions payable under the Planning Scheme.

7.3.4 after:

- (a) the end of the Management Period; or
- (b) if Council agrees to accept Early Management Responsibility, the Handover Date,

the Owner must apply to register a plan of subdivision showing the Reserves.

---

**8. Owner's further obligations**

**8.1 Notice and registration**

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

**8.2 Further actions**

The Owner:

8.2.1 must do all things necessary to give effect to this Agreement;



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- 8.2.2 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
- 8.2.3 agree 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.
- 8.3 **Fees**

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.
- 8.4 **Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

  - 8.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
  - 8.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
  - 8.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
  - 8.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.
- 8.5 **Time for determining satisfaction**

If Council makes a request for payment of:

  - 8.5.1 a fee under clause 8.3; or
  - 8.5.2 any costs or expenses under clause 8.4.3,

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.
- 8.6 **Interest for overdue money**
  - 8.6.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
  - 8.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.
- 8.7 **Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

|||||||

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**9. 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.

---

**10. 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.

---

**11. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

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

---

**12. General matters**

**12.1 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:

- 12.1.1 personally on the other Party;
- 12.1.2 by leaving it at the other Party's Current Address;
- 12.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 12.1.4 by email to the other Party's Current Email.

**12.2 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.

**12.3 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.

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**12.4 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.

**12.5 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.

**12.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**13. 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.

---

**14. Ending of Agreement**

14.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.

14.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

AM263610B



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### Signing Page

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

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



*Roger ...*  
.....

Delegate

Executed by Asset 1 Pty Ltd ACN 101 876 822 in accordance with section 127(1) of the Corporations Act 2001:

*L. ...*  
.....

Signature of Director

*LOUIS ROEMM*  
.....  
Print full name

*Clement ...*  
.....

Signature of Director (or Company Secretary)

*CLEMENT ...*  
.....  
Print full name

### Mortgagee's Consent

Bendigo and Adelaide Bank Ltd as Mortgagee under instrument of mortgage no. AK216148E 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.

Signed under power of Attorney: 05/02/2008 9/04/2008  
for BENDIGO AND ADELAIDE BANK LIMITED ACN 068 049 178.  
A certified copy of which is filed under  
Permanent Order Book No. 277 at Page 027 item 16.

*Alistair Gomeze*

Alistair Gomeze  
Loans Administration Manager

Witnessed by:  
*Raquel Respall*

Raquel Respall  
Loans Administration Officer

*Edwina Furnundulz*

Edwina Furnundulz  
Senior Loans Administration Officer

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AJ556726Y**



**Form 18**

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: TGM:5403317  
Customer Code: 1167E

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

Land: Certificates of Title Volume 10283 Folio 973 and Volume 8771 Folio 744

Responsible Authority: Whittlesea City Council of Civic Centre Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Date: 29/11/2011

Signature for Responsible Authority: 

Name of officer: ROGER SUSIC



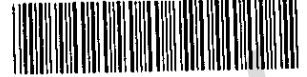
**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Date **6/3** /2012

**AJ556726Y**

20/03/2012 \$107.50 173



## Agreement under Section 173 of the Planning and Environment Act 1987

**Subject Land:** Epping North East Local Structure Plan Area  
60 Harvest Home Road, Wollert

**Purpose:** Fixing of land values

**Whittlesea City Council**

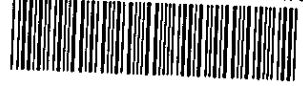
and

**Asset1 Pty Ltd ACN 101876822**

INFORMATION ONLY

**AJ556726Y**

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# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 6/3/2012

**AJ556726Y**

Dated 6/3/2012



## Parties

|            |                                |
|------------|--------------------------------|
| Name       | <b>WHITTLESEA CITY COUNCIL</b> |
| Address    | of Municipal Offices           |
| Short name | <b>Council</b>                 |

|            |  |
|------------|--|
| Name       | <b>ASSET1 PTY LTD ACN 101876822</b>              |
| Address    | Level 4, 147 Collins Street, Melbourne, Vic 3000 |
| Short name | <b>Owner</b>                                     |

## Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North east Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
  - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
  - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.



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- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG249957S in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**THE PARTIES AGREE**

**AJ556726Y**

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**1. Definitions**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**CPI** means the annual Consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

**Developable Land** has the same meaning as in the Epping North East Development Contributions Plan.

**Epping North East Development Contributions Plan** means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

**Infrastructure Land** means any land required for an Infrastructure Project.

**Infrastructure Project** means an infrastructure project as identified in the Epping North East Development Contributions Plan.

**Land Value** means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

**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 it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Plan of Subdivision** means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

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

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



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**Subject Land** means being the land comprised in Certificates of Title Volume 10283 Folio 973 and Volume 8771 Folio 744 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.

---

**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 a reference to each other gender.
- 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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 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.
- 2.6 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.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 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 provided that if the Subject Land is subdivided, 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.

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**3. Specific obligations of the owner**

Council and the Owner acknowledge and agree that:

**Compensation payable by Council to the Owner**

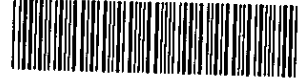
- 3.1 subject to this Agreement and notwithstanding:
  - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
  - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;



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**5. Further obligations of council**

The Owner acknowledges and agrees that the Owner will pay Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

---

**6. Agreement under section 173 of the act**

Council and the Owner agree that 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

---

**7. 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 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.

---

**8. Successors in title**

Without limiting the operation or effect that 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:

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

---

**9. General matters**

**9.1 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:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 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
- 9.1.3 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.



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**AJ556726Y**

20/03/2012 \$107.50 173



**9.2 Service of Notice**

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

**9.3 No Waiver**

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

**9.4 Severability**

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.

**9.5 No Fettering of Council's Powers**

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

---

**10. GST**

10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

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

10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 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.

10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

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**AJ556726Y**

20/03/2012 \$107.50 173



---

**11. Commencement of agreement**

This Agreement commences on the execution of this Agreement by both parties.

---

**12. Ending of agreement**

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 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 Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

INFORMATION ONLY



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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AM691325L**

08/04/2016 \$119.70 173



## Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 9258 3555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: TGM:6547846  
 Customer Code: 1167E

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

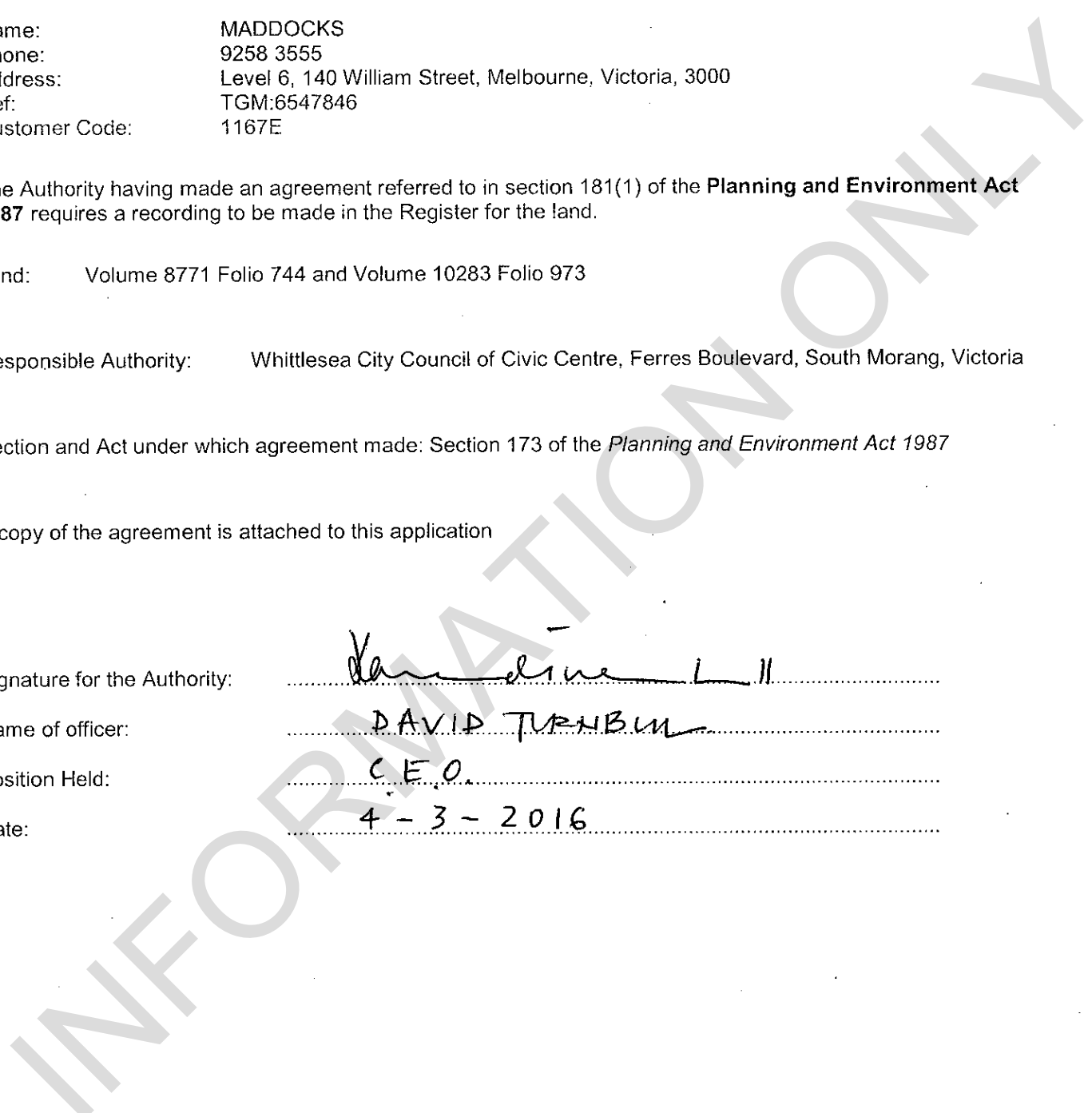
Land: Volume 8771 Folio 744 and Volume 10283 Folio 973

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

Signature for the Authority: David Turnbull  
 Name of officer: DAVID TURNBULL  
 Position Held: C.E.O.  
 Date: 4-3-2016



**AM691325L**

08/04/2016 \$119.70 173



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date **7 / 3 / 2016**

**Agreement under section 173  
of the Planning and Environment Act 1987**

**Subject Land: 60 Harvest Home Road, Wollert.**

**City of Whittlesea**

and

**Asset 1 Pty Ltd  
ACN 101 876 822**

INFORMATION ONLY

**AM691325L**

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## Agreement under section 173 of the Planning and Environment Act 1987

**AM691325L**

Dated 7/3/2016

08/04/2016 \$119.70 173



### Parties

|            |  |
|------------|--|
| Name       | <b>City of Whittlesea</b>  |
| Address    | Municipal Offices, 25 Ferres Blvd South Morang VIC 3752  |
| Short name | <b>Council</b>   |
| Name       | <b>Asset 1 Pty Ltd ACN 101 876 822</b> as trustee for the Asset1 (Northeast) Unit Trust ABN 48 726 795 787 |
| Address    | World Trade Centre Tower 4 level 8 18 – 38 Siddeley Street, Docklands, Victoria                            |
| Short name | <b>Owner</b>   |

### 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 the Collecting Agency.
- D. The Owner is or is entitled to be the registered proprietor of 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. Council and the Owner have agreed on -
  - F.1 the NDA for the Subject Land; and
  - F.2 the proposed area of the Conservation Reserves; and
  - F.3 the Development Infrastructure Levy per NDH
 and wish to record their agreement in writing.
- G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.



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The Parties agree:

**1. Definitions**

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and includes this Agreement as amended from time to time.

**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.

**Conservation Reserve** means the area of land which is shown in the LSP and which is to be set aside on a Plan of Subdivision as a reserve for conservation purposes and which is specified as to vest in Council.

**Current Email** means:

- the Council 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.

**Development Agency** and **Collecting Agency** have the same meaning as in the Act.

**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted and subjected to Indexation but which as at the date of this Agreement is deemed to be \$142,522.33 per NDH.

**Development Contributions Plan** or **DCP** means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

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

**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 in accordance with the method set out in the Development Contributions Plan using the amount of the Development Infrastructure Levy as the base figure to be indexed.

**LSP** means the Epping North East Local Structure Plan, June 2008.

**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.

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**NDA** means the net developable area for Precinct 2 of the DCP being fixed at 148.2763 hectares rather than the area specified in the DCP..

**NDH** means the hectares which comprise the NDA.

**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.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

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

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

**Public Open Space Land** means land area set out in Schedule 2 which is required for passive and active public open space in accordance with the Development Contributions Plan.

**Public Open Space Land Value** means the amount allowed for the Public Open Space Land as set out in the Development Contributions Plan.

**Residential Lot** means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

**Schedule** means a schedule to this Agreement.

**Stage** is a reference to a stage of subdivision of the Subject Land.

**Subject Land** means all of the land described in Schedule 3 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.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

---

## **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;

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- 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 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
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

**3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council and the Owner have agreed –
  - 3.1.1 a revised NDA for the Subject Land; and
  - 3.1.2 the area of land considered to be encumbered by conservation values for the purposes of the DCP; and
  - 3.1.3 the Development Infrastructure Levy per NDH in place of the amount set out in the DCP.
  - 3.1.4 provide for the transfer of the Public Open Space Land.
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**4. Reasons for Agreement**

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have agreed to the area of the NDA or the Development Contribution per NDH without requiring this Agreement; and
- 4.2 the Owner has entered into this Agreement in order procure Council's agreement to:
  - 4.2.1 the revised NDA for the Subject Land; and
  - 4.2.2 the area area for the Conservation Reserve;
  - 4.2.3 the revised Development Infrastructure Levy per NDH; and
  - 4.2.4 provide for the transfer of the Public Open Space Land.

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**5. Revised parameters for the Subject Land**

The Parties agree that notwithstanding the content of the DCP –

- 5.1.1 the NDA for the Precinct 2 of the DCP is 148.2763 hectares;
- 5.1.2 the NDA for the Subject Land is 14.2263 hectares;
- 5.1.3 the Development Infrastructure Levy per NDH is currently \$143,553.47; and
- 5.1.4 the area of each of the Conservation Reserves is the area set out in Schedule 1

---

**6. Public Open Space Land**

6.1 The Owner agrees that the Public Open Space Land will be transferred to Council for the Public Open Space Land Value.

6.2 The Owner agrees that the Public Open Space Land Value is -

- 6.2.1 an amount which is fixed subject to indexation.
- 6.2.2 is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council; and
- 6.2.3 replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Public Open Space Land; and

upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Public Open Space Land Value no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

---

**7. Further obligations of the Parties**

**7.1 Transaction costs**

Where the Owner is required to transfer or vest a Land Project or Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

**7.2 Notice and registration**

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

**7.3 Further actions**

The Owner:

- 7.3.1 must do all things necessary to give effect to this Agreement;

**AM691325L**

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7.3.2 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

7.3.3 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.

**7.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

---

**8. 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.

---

**9. 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.

---

**10. 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:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**11. General matters**

**11.1 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:

11.1.1 personally on the other Party;

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- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

**11.2 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.

**11.3 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.

**11.4 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.

**11.5 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.

**11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

**12. GST**

- 12.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 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.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

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**13. 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.

---

**14. Ending of Agreement**

14.1 This Agreement ends:

14.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

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

14.2 Notwithstanding clause 14.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

14.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 14.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

14.4 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

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

14.6 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.

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**Schedule 1**

Area of the Conservation Reserves as per plan reference: Reeds Consulting, 21969 VERSION A 3/06/15

| Reserve Number | Reserve Type | Subdivision Plan | Recognised |
|----------------|--------------|------------------|------------|
| 1              | Conservation | 0.3623           | Yes        |
| 2              | Conservation | 0.1993           | No         |
| 3              | Conservation | 1.081            | Yes        |
| 4              | Conservation | 0.0106           | No         |
| 5              | Conservation | 0.0811           | No         |
| 6              | Conservation | 0.1323           | Yes        |
| 7              | Conservation | 0.0758           | No         |
| 8              | Conservation | 0.2381           | Yes        |

**Schedule 2**

Area of Public Open Space Land

| Reserve Number | Reserve Type | Subdivision Plan | Recognised |
|----------------|--------------|------------------|------------|
| 9              | Passive      | 0.0700           | Yes        |
| 10             | Active       | 0.7504           | Yes        |

**Schedule 3**

Subject Land

The land at 60 Harvest Home Road, Wollert being the land referred to in certificates of title volume 8771 folio 744 and volume 10283 and folio 973.

**AM691325L**

08/04/2016 \$119.70 173



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**Signing Page**

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

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



*[Handwritten Signature]*

Delegate

Executed by Asset 1 Pty Ltd ACN 101 876 822 in accordance with s 127(1) of the Corporations Act 2001:

*[Handwritten Signature]*

Signature of Director

*Clement Lee*  
Print full name

*[Handwritten Signature]*

Signature of Director/Company Secretary

*Loucas Adams*  
Print full name

**MORTGAGEE'S CONSENT**

Bendigo and Adelaide Bank Ltd as Mortgagee under instrument of mortgage no. AK216148E 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.

*[Handwritten Signature]*  
Alistair Gomez  
Loans Administration Manager  
Signed under Power of Attorney dated 09.04.2016 for BENDIGO AND ADELAIDE BANK LIMITED ACN 068 649 178. A certified copy of which is filed under Permanent Order Book No. 277 at Page 027 item 16.

Witnessed by:  
*[Handwritten Signature]*  
Raquel Respass  
Loans Administration Officer

*[Handwritten Signature]*  
Edwin Furnunduz  
Senior Loans Administration Officer

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# Transfer of Land

Section 45 Transfer of Land Act 1958

**AQ237063S**

Lodged by

Name: *MORAY Agnew*

Phone: *03 9600 6877*

Address: *PO Box 254, Collins Street West VIC 3007*

Reference: *AVVV 380600*

Customer Code: *12469A*

12/09/2017 \$3605 45  


The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed –

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*

Volume 11902 Folio 493

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

\$2,520,000

Transferor: *(full name)*

Asset 1 Pty Ltd ACN 101 876 822

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

Kousho Building Pty Ltd ACN 618 712 520 *40 Curben Road Reservoir VIC 3073*

Directing Party: *(full name)*

Nil

Creation and/or Reservation of Easement and/or Restrictive Covenant

*The transferee for themselves and their successors in title and registered proprietors of the Land transferred covenant with the transferor to the intent that the burden of this covenant may run with and bind the land hereby transferred and each and every part thereof AND to the intent that the benefit thereof may be annexed to and run with every Lot forming part of PS741160T (Plan) and each and every part thereof excepting the Land transferred that the said transferee their heirs executors administrators and transferees shall not any time on the said lot hereby transferred or any part or parts thereof: (a) erect or cause or permit to be erected any building or structure (including but not limited to fences) of any nature other than a building or structure which is approved by the Haven Design Review Panel of Level 8 Tower 4, World Trade Centre, Siddeley Street, Melbourne 3000 and which is of a material or design or composition or colour in accordance with the Haven Design Guidelines, a copy of which have been provided to the Transferee and which are also permanently located with the Haven Design Review Committee of Level 8 Tower 4, World Trade Centre, Siddeley Street, Melbourne 3000;*

Approval No. 2601112A

Duty Use Only

# T2

Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

*[Handwritten signature]*

- (b) unless otherwise approved by the Haven Design Review Committee, construct any fence on the lot other than a Colorbond steel fence (including capping), or similar product, of an approved colour not exceeding 1800mm in height above natural ground level and which finishes at the approved distance from the front boundary of the lot;
  - (c) erect, cause or permit to be erected or remain on the lot any type of front fence unless otherwise approved by the Haven Design Review Committee;
  - (d) erect or cause or permit to be erected more than one dwelling house or subdivide the lot.
- This Covenant will cease to have effect seven (7) years after the date of registration of the Plan.

x *U. Adams*

**MARK ADAMS**  
 World Trade Centre  
 Level 8, Tower 4  
 18-38 Siddeley Street  
 Docklands VIC 3008

x *[Handwritten signature]*

**KEVIN LEE**  
 4911/7 Riverside Quay  
 SOUTHBANK  
 VIC 3006

**AQ237063S**

12/09/2017      \$3605      45  


INFORMATION ONLY

# Transfer of Land

Section 45 Transfer of Land Act 1958

**AQ237063S**



Dated:

Parties: Asset 1 Pty Ltd ACN 101 876 822 as Transferor and Kousho Building Pty Ltd ACN 618 712 520 as Transferees

Signatures of the Parties

Dated: 31/8/17

**EXECUTED** by Asset 1 Pty Ltd ACN 101 876 822 by being signed by those persons who are authorised to sign for the company:

Director:   
Full Name: **MARK ADAMS**  
Usual Address: World Trade Centre  
Level 8, Tower 4  
18-38 Siddeley Street  
Melbourne VIC 3008

Director/Secretary:   
Full Name: **KEVIN LEE**  
Usual Address: 491/1/7 Riverside Quay  
SOUTHBANK  
VIC 3006

**EXECUTED** by Kousho Building Pty Ltd by being signed by those persons who are authorised to sign for the company:

Sole Director and secretary

Full Name: **Xiaoqing Xue**  
Usual Address: 49 Cathlamet Road  
Reservoir VIC 3073

INFORMATION ONLY

# T2

**THE BACK OF THIS FORM MUST NOT BE USED**



P Huynh & P S Lew  
Unit 1  
406 Canterbury Road  
FOREST HILL VIC 3131



028  
1045221  
DLX5\_18911

Assessment number: **1049063**



To receive your rates notice via email, register at  
📧 [whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: **E59A0ACF1Z**

Issue date: **05/08/2025**

### Instalment 1

**\$443.87**

Due By 30/09/2025

\* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$440.00**

Due By 30/11/2025

Instalment 3 **\$440.00**

Due By 28/02/2026

Instalment 4 **\$440.00**

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$1,763.87**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](http://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call **9217 2170**.

### Property Details 135 Salllake Boulevard WOLLERT VIC 3750

LOT 12 PS 807027G

Owner: Huynh, Peter & Lew, Patricia Susan

Ward: Kirrip

### Valuation Details

| Site Value  | Capital Improved Value | Net Annual Value                    |
|---|------------------------|-------------------------------------|
| \$220,000   | \$480,000              | \$24,000                            |
| Level of value date 01/01/2025                    |                        | Valuation operative date 01/07/2025 |
| AVPCC 120 Single Strata Unit/Villa Unit/Townhouse |                        |                                     |

### State Government Charges

|   |          |
|---|----------|
| ESVF Fixed charge (Res) 1 x 136.00            | \$136.00 |
| ESVF Variable Levy (Res) 480,000 x 0.00017300 | \$83.04  |
| Waste Landfill Levy Res/Rural 1 x 105.85      | \$105.85 |

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

### Council Rates And Charges

|   |                   |
|---|-------------------|
| General rate 24,000 x 0.04728680            | \$1,134.88        |
| Food/Green waste bin charge 1 x 95.30       | \$95.30           |
| Waste Service Charge (Res/Rural) 1 x 208.80 | \$208.80          |
| <b>Total</b>                                | <b>\$1,763.87</b> |

Payments received after 5 Aug 2025 may not be included on this notice

### How to pay

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

### BPAY



Bill Code: 5157  
Ref: 1049063

BPAY this payment via internet or phone banking

### FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

[whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)



### Post Billpay



Post Billpay Code: 0350  
Ref: 10490633

Pay in person at any post office:

📞 131 816 or 📧 [postbillpay.com.au](http://postbillpay.com.au)

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 10490633



\*350 10490633



Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

# Property Clearance Certificate

## Land Tax



STEP UP CONVEYANCING

**Your Reference:** 135 SALTLAKE

**Certificate No:** 97820914

**Issue Date:** 20 FEB 2026

**Enquiries:** MXG16

**Land Address:** 135 SALTLAKE BOULEVARD WOLLERT VIC 3750

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 45627726 | 12  | 807027 | 12030  | 785   | \$975.00    |

**Vendor:** PETER HUYNH & PATRICIA LEW

**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax      | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total  |          |
|-----------------------|-------------------------|------------------|------------------|--------|----------|
| MS PATRICIA SUSAN LEW | 2026                    | \$220,000        | \$975.00         | \$0.00 | \$975.00 |

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

| Current Vacant Residential Land Tax | Year Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|-------------------------------------|--------------------------|---------------|------------------|-------|
|-------------------------------------|--------------------------|---------------|------------------|-------|

**Comments:**

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$480,000

SITE VALUE (SV): \$220,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$975.00**

# Notes to Certificate - Land Tax

Certificate No: 97820914

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$220,000

Calculated as \$975 plus ( \$220,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,800.00

Taxable Value = \$480,000

Calculated as \$480,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 97820914

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 97820914

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



STEP UP CONVEYANCING

Your Reference: 135 Saltlake

Certificate No: 97820914

Issue Date: 20 FEB 2026

Enquires: MXG16

Land Address: 135 SALT LAKE BOULEVARD WOLLERT VIC 3750

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 45627726 | 12  | 807027 | 12030  | 785   | \$0.00      |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment  |
|-------|---------------------------|----------------|-------------------------------------|--|
| 120   | N/A                       | N/A            | N/A                                 | The AVPCC allocated to the land is not a qualifying use. |

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$480,000

SITE VALUE: \$220,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97820914

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



STEP UP CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 135 SALLAKE |
| Certificate No: | 97820914    |
| Issue Date:     | 20 FEB 2026 |

**Land Address:** 135 SALLAKE BOULEVARD WOLLERT VIC 3750

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 12  | 807027 | 12030  | 785   |

**Vendor:** PETER HUYNH & PATRICIA LEW

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 97820914

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 97820914

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 97820914

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

# Your quarterly bill



MS P LEW & MR HUYNH  
UNIT 1, 406 CANTERBURY RD  
FOREST HILL VIC 3131

Enquiries 1300 304 688  
Faults (24/7) 13 27 62  
Account number 22 6900 2302  
Invoice number 2265 8450 06208  
Issue date 10 Nov 2025  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$143.84**

Due date  
**1 Dec 2025**

## Summary

135 SALLAKE BVD, WOLLERT  
Property Number 5176 680, PS 807027  
Product/Service  
Water Supply System Charge  
Sewerage System Charge  
**TOTAL (GST does not apply)**

Amount  
\$21.26  
\$122.58  
**\$143.84**

## Payment summary

Last Account \$143.84  
Paid/Adjusted -\$143.84  
Balance \$0.00  
Total this Account +\$143.84  
**Total Balance \$143.84**

No water usage has been charged on this account.



## How to pay



\*3042 226584500620 8

### Direct debit

Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call 1300 304 688.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
Yarra Valley Water  
BSB: 033-885  
Account number: 226909642



### BPAY®

Bill code: 344366  
Ref: 226 9002 3020



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

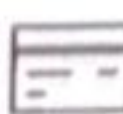
Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: 555 054 118T



### Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: 3042  
Ref: 2265 8450 06208



### Credit Card

Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: 1300 362 332

MS P LEW & MR HUYNH

Account number 22 6900 2302  
Invoice number 2265 8450 06208  
Total due **\$143.84**  
Due date **1 Dec 2025**  
Amount paid \$

Created at 27 February 2026 08:51 AM

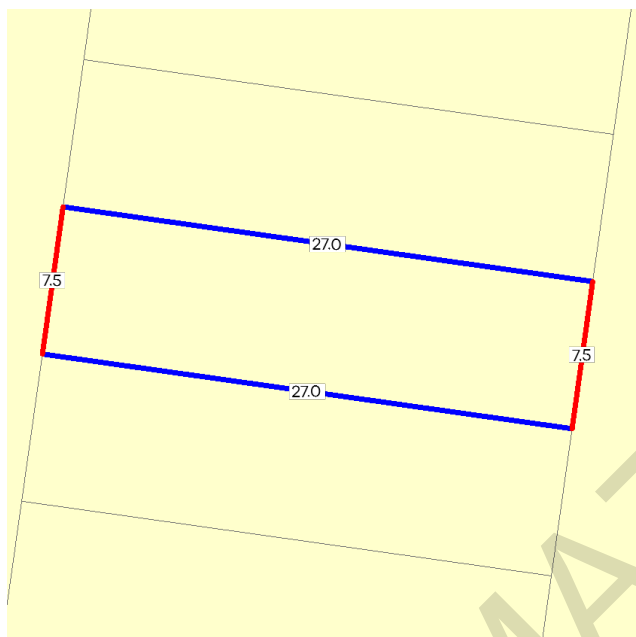
## PROPERTY DETAILS

Address: **135 SALT LAKE BOULEVARD WOLLERT 3750**  
Lot and Plan Number: **Lot 12 PS807027**  
Standard Parcel Identifier (SPI): **12\PS807027**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1049063**  
Directory Reference: **Melway 182 D3**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 203 sq. m

**Perimeter:** 69 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 27 February 2026 08:51 AM

## PROPERTY DETAILS

Address: **135 SALT LAKE BOULEVARD WOLLERT 3750**  
Lot and Plan Number: **Lot 12 PS807027**  
Standard Parcel Identifier (SPI): **12\PS807027**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1049063**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 D3**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

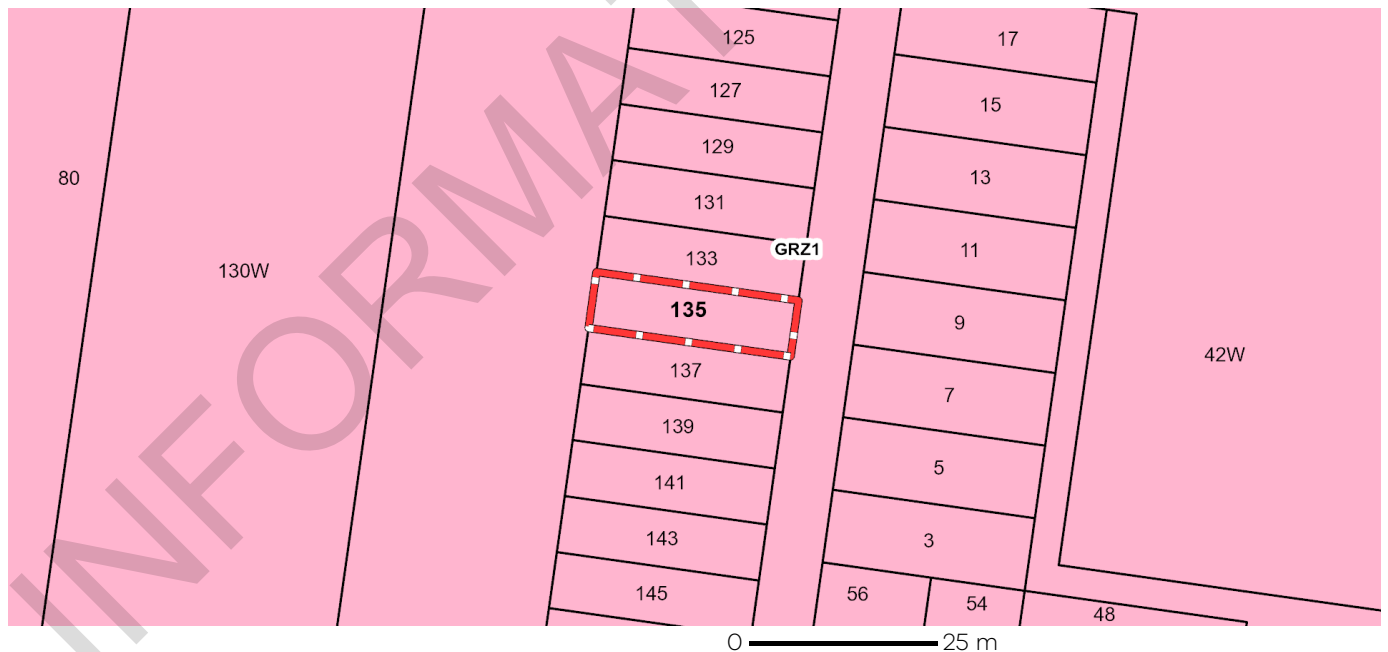
Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

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

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

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

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

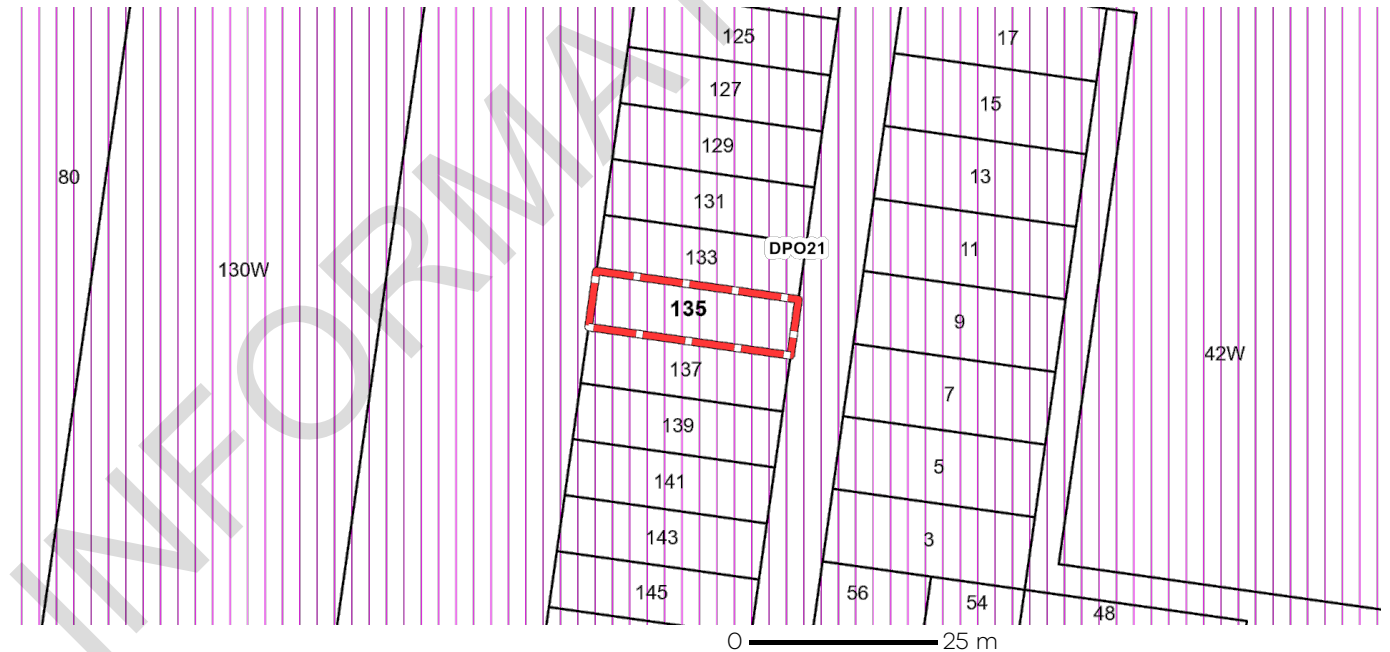


 **DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



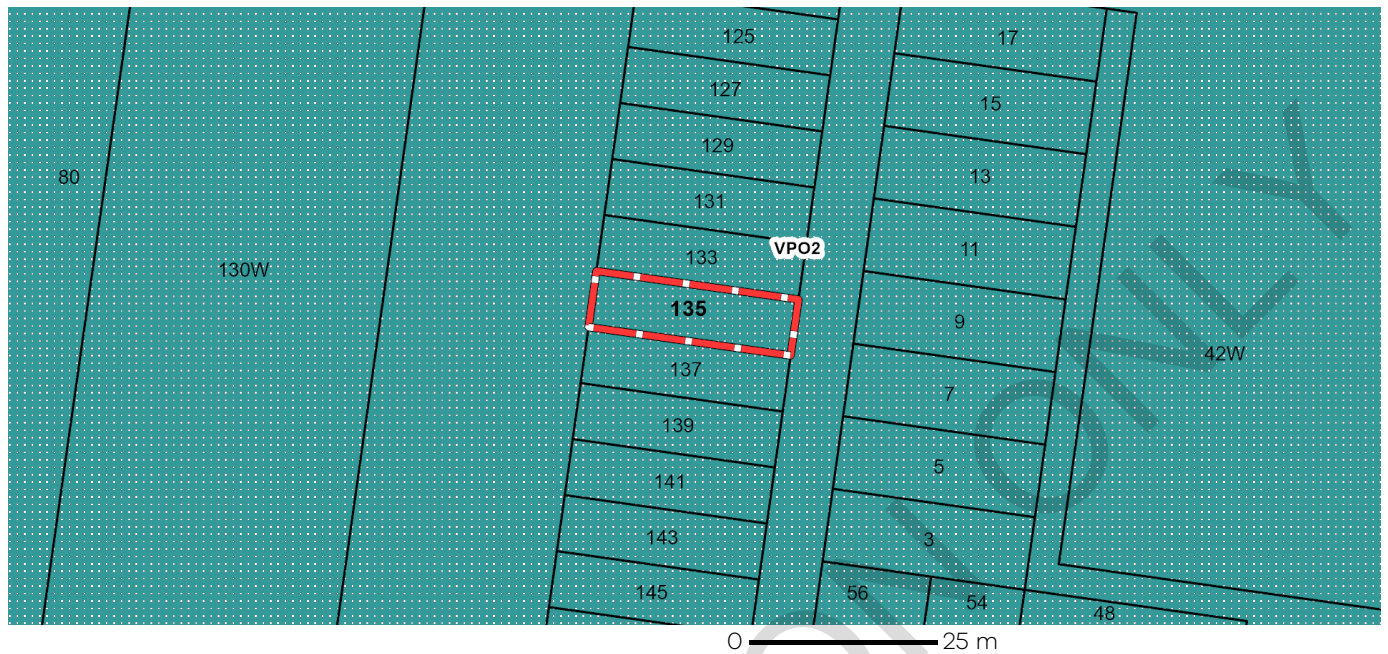
 **DPO - Development Plan Overlay**

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

## Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



 VPO - Vegetation Protection Overlay

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

## Further Planning Information

Planning scheme data last updated on 27 February 2026.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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