

## Part 1

# Contract of Sale of Land

Property address: 14 KHANCOBAN CRESCENT, WOLLERT VIC 3750

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

The terms of this contract are contained in the Particulars of Sale, the General Conditions and any Special Conditions in that order of priority.

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

[Section 31](#) of the Sale of Land Act 1962

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

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

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

#### Exceptions

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

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

### NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

#### Off-the-plan sales

[Section 9AA\(1A\)](#) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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: THIS IS A LEGALLY BINDING AGREEMENT  
YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT**

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

- A copy of the section 32 statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with [Division 2 of Part II](#) of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

Name:

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

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

**SIGNED BY THE VENDOR**

Name: Ardian Pollozhani As Director of  
Pollozhani Homes Pty Ltd

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

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

## PARTICULARS OF SALE

**VENDOR'S AGENT**

Name	Harcourts Rata & Co	Phone	9401 1117
Address	1/337 Settlement Road Thomastown VIC 3074	Email	sold@rataandco.com.au
		Fax	

**VENDOR**
**PRACTITIONER – SOLICITOR / CONVEYANCER**

Name	Ardian Pollozhani As Director of Pollozhani Homes Pty Ltd	Name	Anthony's Solicitors
Address		Address	
		Contact	
		Email	nadia@anthonyslegal.com.au
ACN/ABN		Phone	
		Fax	

**Purchaser**
**PRACTITIONER – SOLICITOR / CONVEYANCER**

Name		Name	
		Address	
Address		Contact	
		Email	
ACN/ABN		Phone	
Guarantor		Fax	

**LAND**

General conditions 3 and 9

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	12617	Folio	081
			1908
			906433S

OR

The land includes all improvements and fixtures.

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**Property address**

The address of the land is:

14 KHANCOBAN CRESCENT, WOLLERT VIC 3750

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

Listed in attached schedule.

**OR**

Listed as follows:

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**PAYMENT**

*General condition 11*

Price: \$

Plus GST: \$  Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$  Payable by purchaser

Deposit: \$  By  /  / 20  of which \$  has been paid

Balance: \$  Payable at settlement

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Foreign resident vendor:  See general condition 15(f) and (g).

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**GST**

*General condition 13*

**No**, because:

Input taxed sale of eligible residential premises

Not in the course or furtherance of an enterprise

Going concern

Farm land used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

**Yes**, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

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**GST withholding**

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor  Yes  No

Withholding required by purchaser  Yes  No

No withholding for residential premises because:	No withholding for potential residential land because:
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

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**SETTLEMENT**

General condition 10

Is due on  /  / 20

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

- The above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within  [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

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**LEASE**

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

**Subject to a lease**, particulars of which are:

Attached; or

As follows:

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**TERMS CONTRACT**

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#)

Yes  No

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**LOAN**

General condition 14(a)-(e)

This contract is subject to a loan being approved:  Yes  No

Lender:

Loan amount: \$

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**BUILDING & PEST REPORT**

*General condition 14(f)-(j)*

This contract is subject to:

Building report. Provider:

Pest report. Provider:

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**Special Conditions**

Yes  No

INFORMATION ONLY

## GENERAL CONDITIONS

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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### 1. Encumbrances

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

### 2. Vendor warranties

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- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

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

### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to

the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
    - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

## **11. Payment**

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
  - (iv) 28 days have elapsed since providing that evidence.

## 13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
  - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

**(g) GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
  - A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**(iv) Purchaser to remit withheld amount**

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**(v) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

**14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
  - (iii) End the contract; or
  - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
  - (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
  - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## **15. Adjustments**

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- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 101 of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

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- (a) 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.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **18. Nominee**

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The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## **19. Liability of signatory**

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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.

## **20. Guarantee**

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- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

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

## **22. Lease**

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- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

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- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

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Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

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A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

## **26. Interest**

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

## **27. Default notice**

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- (a) 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.
- (b) The default notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

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- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) Specify the particulars of the failure to comply with the default notice; and
  - (ii) State that the contract will be ended in 10 days after the notice is given unless:
    - A. The default is remedied; and
    - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

# Special Conditions

## 1. Definitions and Interpretation

### Terms in the Particulars of Sale

- 1.1 The words appearing in bold capitals in the Particulars of Sale of the Contract are defined by the words and figures/numbers adjacent to such words.
- 1.2 For the avoidance of doubt, the words "*Balance*", "*Price*", "*Deposit*" appearing under the "Payment" panel in the Particulars of Sale of the Contract are defined by the words and/or figures/numbers adjacent to such words.

### Defined terms in these Special Conditions

- 1.3 In this Contract, unless the context otherwise requires, the words in bold mean as follows:

**Authority** includes any government or public, government, semi-government, administrative, fiscal, or judicial body, department, commission, tribunal, agency, or statutory authority, the Responsible Authority and any entity exercising a power pursuant to any statute or regulation.

**Bank** means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

**Builder** means the builder or builders selected by the vendor (in its absolute discretion) to carry out the Building Works;

**Building** means the improvements to be constructed on or under the Land.

**Building Act** means the *Building Act 1993* (Vic) and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements.

**Building Contract** means the Major Domestic Building Contract between the vendor and the Builder.

**Building Surveyor** means any building surveyor appointed by the vendor (in the vendor's absolute discretion) from time to time.

**Building Works** means all construction works substantially as contemplated by the Plans and Specifications to the extent only that those works contemplate construction of the Building, but subject to the vendor's rights to make variations to the Plans and the Specifications pursuant to this Contract.

**Business Day** has the same meaning as in section 30 of the Sale of Land Act.

**Caveat** means a caveat pursuant to section 89 of the Transfer of Land Act.

**Certificate of Completion** means the certificate issued by the Consultant certifying that the Building Works have been completed in accordance with this Contract.

**Certification** means certification pursuant to section 6 of the Subdivision Act and **Certified** has a corresponding meaning.

**Claim** means any claim, demand, legal proceeding or cause of action, however arising, including one that is based in contract or tort (including negligence), under common law, equity or statute, and whether involving a third party or a party to this Contract or otherwise.

**Common Property** means all common property created by the registration of the Draft Plan and which is under the control of the Owners Corporation.

**Consultant** means a person appointed by the vendor (in its absolute discretion) for the purposes of certification of delays and for the Certification of Completion.

**Contamination** means the existence of a Contaminant on the Land.

**Contaminant** means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos).

**Contract** means this Contract of Sale of Real Estate including the Particulars of Sale, the Special Conditions, the General Conditions and any Schedule or Annexure to this Contract.

**Controller** has the meaning given in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth) (as amended).

**Council** means the City of Whittlesea ABN 72 431 091 058.

**Day of Sale** means the date by which both parties have signed the Contract.

**Defects List** means the list of deficiencies and/or omissions in the Building Works prepared jointly by the Vendor's Consultant and the purchaser.

**Defects Period** means the period of 3 months after the date of issue of the Occupancy Permit.

**Deposit** means the deposit payable by the purchaser under this Contract.

**Development** means the proposed development on the Lots pursuant to the Planning Permit generally in accordance with the Planning Permit and the Plans and Specifications (subject to any variations or amendments pursuant to this Contract).

**Draft Plan** means proposed Plan of Subdivision PS (Preliminary Plan Version 1) attached to the Vendor's Statement and includes any amendment or alteration made from time to time prior to Registration and on Registration, means the Final Plan as Registered by the Registrar.

**Duties Act** means the *Duties Act 2000* (Vic).

**Duty** means any stamp, transaction or registration duty or similar charge imposed by any Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any Tax.

**Encumbrances** means all registered and unregistered encumbrances, easements, covenants and restrictions including (but not necessarily limited to) any:

- (a) encumbrances disclosed in the Vendor's Statement;
- (b) implied encumbrances;
- (c) created by Section 98 of the Transfer of Land Act, or implied under the Subdivision Act;
- (d) described by reference or otherwise in the Draft Plan;
- (e) referred to in, or contemplated by, the Planning Permit;
- (f) required by any Authority including any agreement under Section 173 of the PE Act;
- (g) vested in any Authority;
- (h) amendment of the Planning Permit;
- (i) requisite electrical substation lease; and

- U) any recording on Title under the MSA Act;
- (k) required by this Contract.

**Environmental Law** means any and all past, present and future laws, and any codes of practice, guidance notes, national environment protection measures, state environment protection policies, order, directions, consents, authorisations or permits concerning environmental, health, or safety matters (including the clean-up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practiced to the Property.

**Event of Default** means where the purchaser:

- (a) is the subject of an Insolvency Event;
- (b) breaches any warranty in the Contract; and/or
- (c) fails to comply with the Contract.

**Excluded Rights** means any right or purported right of a purchaser to:

- (a) rescind this Contract;
- (b) delay Settlement of this Contract;
- (c) make any requisition, objection, enquiry or Claim;
- (d) withhold any part of or require any adjustment of the Price;
- (e) require any part of or require any adjustment of the Price;
- (f) require the vendor to do any act, matter or thing;
- (g) require the vendor to amend Title;
- (h) require the vendor to pay any money or bear any costs;
- (i) require the vendor to indemnify any person; and
- U) claim any compensation from the vendor.

**Fees** has the meaning given to that term in Special Condition 27.1.

**Final Plan** means the final version of the Draft Plan as Registered by the Registrar.

**FIRB** means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of the FT Act and includes the Treasurer of the Commonwealth of Australia.

**FIRB Approval** means advice in writing that the Treasurer has no objection to the acquisition of the Property by the purchaser pursuant to the provisions of the FT Act.

**FIRB Declaration** means the FIRB Declaration in the form attached as Annexure A to this Contract to be completed by the purchaser on the Day of Sale.

**FT Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**General Conditions** means the general conditions 1 to 35 (inclusive) in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of each page of the Contract containing the general conditions.

**Goods** means the Goods sold with the Land (if any) as set out in the Particulars of Sale of the Contract.

**GST** has the same meaning given to that expression in the GST Law.

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

**GST Law** has the same meaning given to that expression in the GST Act.

**Insolvency Event** means, in respect of a purchaser, the occurrence of any one or more of the following events in relation to that purchaser:

- (a) for a purchaser that is a body corporate:
  - (i) except for the purpose of a solvent reconstruction or amalgamation:
    - {A} process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 7 days of it being filed; or
    - (B) an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or
    - (C) a resolution that it be wound up is passed or proposed;
  - (ii) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
  - (iii) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
  - (iv) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
  - (v) a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected;
  - (vi) any action is taken by the Australian Securities and Investments Commission with a view to its deregistration or its dissolution, or an application is made to the Australian Securities and Investments Commission that any such action be taken;
  - (vii) it is insolvent within the meaning of section 95A of the Corporations Act, states that it is unable to pay its debts, or it is presumed to be insolvent under any applicable law;
  - (viii) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;
  - (ix) it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts;
  - (x) any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it, or
  - (xi) anything having a substantially similar effect to any of the events specified in paragraphs (a)(i) to (a)(x) of this definition happens to it under the law of any jurisdiction; and
- (b) for a purchaser that is a natural person:

- (i) a bankruptcy notice is issued against the person;
- (ii) a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property;
- (iii) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;
- (iv) the person proposes or effects a moratorium involving any of the person's creditors;
- (v) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts;
- (vi) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any applicable law;
- (vii) the person becomes an "insolvent under administration" as defined in section 9 of the Corporations Act; or
- (viii) anything having a substantially similar effect to any of the events specified in paragraphs (b)(i) to (b)(vii) of this definition happens to the person under the law of any jurisdiction.

**Investment Authority** means the purchaser's authority (containing the purchaser's Tax File Number) authorising the investment of the Deposit in the form attached as Annexure C to this Contract.

**Land** means the land described in the "Land" panel set out in the Particulars of Sale of the Contract.

**Law** includes:

- (a) any statute, regulation, proclamation, ordinance or by-law in Australia; and
- (b) any law, regulation, authorisation, ruling, judgment, order or decree of any Authority.

**Loss** includes any losses, liabilities, damages, costs, charges or expenses (including the vendor's lawyers' fees and expenses on a full indemnity basis), and fines and penalties, however arising.

**Lot or Lots** means a lot on the Draft Plan and where the context so requires includes the Land.

**Major Domestic Building Contract** has the meaning given to it in the *Domestic Building Contracts Act 1995* (Vic).

**Marketing Materials** means the photographs, images and other material used by the vendor to promote the sale of Lots in the Subdivision.

**MSA Act** means the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic).

**Occupancy Permit** means either an occupancy permit or a certificate of final inspection issued under the Building Act in respect of the Building.

**Outgoings** means all periodic outgoings payable by the registered proprietor of the Property from time to time.

**Owners Corporation** means the owners corporation or owners corporations of which, on registration of the Draft Plan, the owner of the Lots will be members.

**Owners Corporation Act** means the *Owners Corporations Act 2006* (Vic).

**Owners Corporation Regulations** means the *Owners Corporations Regulations 2018* (Vic).

**Parent Title** means Certificate of Title Volume 11634 Folio 450.

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

**Planning Permit** means Planning Permit Number 716200 issued by the Council on 1<sup>st</sup> December 2017 including any amendment, addition, variation, extension or endorsement to the Planning Permit from time to time.

**Plans** means the working drawings and floor plans for the Building Works attached as Annexure E

**Property** means the Land and the Goods.

**Proportions** has the meaning given to that term in Special Condition 7.1.

**Registration** means registration pursuant to section 22 of the Subdivision Act and, **Registered** has a corresponding meaning.

**Registrar** means the Registrar of Titles.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Relevant Trust** has the meaning given to that term in Special Condition 22.2.

**Responsible Authority** means the Council, the Minister for Planning and Environment and any other Authority responsible for the issue of planning permission in connection with the Subdivision or any other Authority required to provide consent to the Registration of the Subdivision.

**Rules** means the Model Rules referred to in section 139 of the *Owners Corporations Act 2006* (Vic) and any special or additional rules passed from time to time relating to the Development as may be adopted in accordance with the terms of this Contract.

**Sale of Land Act** means the *Sale of Land Act 1962* (Vic).

**Section 173 Agreement** means any agreement or agreements made in connection with the Subdivision pursuant to section 173 of the PE Act.

**Services** means all water, sewerage, drainage, gas, electricity, telecommunications (including but not limited to NBN).

**Settlement** means completion of this Contract on the Settlement Date resulting in the transfer of the Property to the purchaser.

**Settlement Date** means the due date for Settlement set out in the Particulars of Sale in the Contract.

**Site** means all of the land in the Draft Plan as attached and includes (where the context permits) any land abutting the land in the Draft Plan which the vendor is developing or subdividing.

**Specifications** means the specifications as varied by the vendor from time to time attached as Annexure F.

**Statement of Adjustments** means the statement adjusting the outgoings prepared by the vendor in accordance with Special Condition 6.

**Subdivision** means the subdivision of the land in the Parent Title by the Draft Plan

**Subdivisional Works** means the works required to be undertaken by the vendor to obtain Registration of the Draft Plan.

**Subdivision Act** means the *Subdivision Act 1988* (Vic).

**Sunset Date** means twenty four (24) months from the Day of Sale.

**Tax** means any income tax, capital gains tax, land tax, goods and services tax (including GST), levy, charge, impost, fee, assessment, contribution, deduction, or withholding tax, which is assessed, levied, imposed or collected by any Authority and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above, but excludes Duty.

**Title** means the Certificate of Title for the Lot sold by this Contract that is issued by the Registrar on the Registration of the Draft Plan.

**Transfer** means the instrument of transfer of land document transferring the Title to the purchaser.

**Transfer of Land Act** means the *Transfer of Land Act 1958* (Vic).

**Treasurer** means the Treasurer of the Commonwealth of Australia.

**Vendor's Consultant** means a qualified architect and/or building surveyor and/or engineer nominated by the vendor from time to time.

**Vendor's Statement** means the statement made by the vendor under Section 32 of the Sale of Land Act, attached to this Contract.

**Works** means the Building Works, Subdivisional Works and any other work required to complete the Development generally.

#### Interpretation

14 The following rules of interpretation apply in this Contract unless the context requires otherwise:

- (a) headings in this Contract are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because this Contract is prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document (including this Contract) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (e) references to general conditions, special conditions, recitals, clauses, subclauses, paragraphs, annexures or schedules are references to general conditions, special conditions, recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this Contract;
- (f) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (g) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Authority and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (h) a reference to writing includes any communication sent by post, facsimile or email;
- (i) a reference to time refers to time in Melbourne, Victoria and time is of the essence;
- (j) all monetary amounts are in Australian currency;
- (k) a reference to a liability includes a present, prospective, future or contingent liability;

- (l) the word "month" means calendar month and the word "year" means 12 calendar months;
  - (m) the meaning of general words is not limited by specific examples introduced by "include", "includes", "including", "for example", "in particular", "such as" or similar expressions;
  - (n) a reference to a "party" is a reference to a party to this Contract, and a reference to a "third party" is a reference to a person that is not a party to this Contract;
  - (o) a reference to any thing is a reference to the whole and each part of it;
  - (p) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
  - (q) a promise or agreement by two or more persons binds them jointly and severally;
  - (r) words in the singular include the plural and vice versa; and
  - (s) a reference to one gender includes a reference to the other genders.
- 1.5 If there is any inconsistency between the General Conditions and these Special Conditions, the Special Conditions prevail.

## 2. Vendor's Statement

The purchaser acknowledges that prior to signing this Contract or any other documents relating to this sale, the purchaser received from the vendor a Vendor's Statement and a Due Diligence Checklist pursuant to section 33B of the Sale of Land Act.

## 3. Variations to General Conditions

3.1 Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (a) General Condition 3 is deleted and replaced with the following:

### **"3. GUARANTEE**

*If the purchaser under this contract is or includes a proprietary limited company, the purchaser shall on the day of sale procure the execution of the guarantee and indemnity (in the form attached as Annexure B hereto) by each of the directors of such proprietary limited company and provide the executed guarantee to the vendor or the vendor's legal practitioner. The failure by any person required under this general condition 3 to execute a guarantee within the time stipulated in this general condition 3 shall entitle the vendor to rescind this contract forthwith by written notice to the purchaser."*

- (b) General Condition 4 is deleted and replaced with the following:

### **"4. NOMINEE**

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

4.2 *If the purchaser wishes to nominate a substitute or additional person, it must deliver to the Vendor's Legal Practitioner:*

- (a) *a Nomination Form executed by the nominee and the purchaser;*

- (b) *if the nominee is a proprietary limited company, a guarantee and indemnity signed by each director of the nominee (in the form attached as Annexure B to this contract but including changes necessary by reason of the nomination) which shall include:*
- (i) *the following substituted as paragraph A of the Recitals: "At the request of the Guarantor, the purchaser ..... (Purchaser) has nominated..... (Nominee Purchaser) as a substituted or additional purchaser under the Contract of Sale (Contract) dated..... for the sale of the property situate at..... as described in the Contract";*
  - (ii) *the following substituted as paragraph B of the Recitals: "The vendor ..... (Vendor) accepts that nomination in consideration of this guarantee and indemnity being provided by the Guarantor";*
  - (iii) *the reference to "Purchaser" within the Operative Provisions of the Guarantee and Indemnity shall be read and construed as being a reference to the "Nominee Purchaser".*
- (d) *a statement signed by the purchaser and the Nominee Purchaser that the Nominee Purchaser is not obliged by the FT Act to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and*
- (e) *a cheque payable to the Vendor's Legal Practitioner for \$350.00 (plus GST) being their costs for administration and advising the Vendor on compliance with this general condition 4."*
- (c) General Condition 28.3 is deleted and replaced with the following:

*"28.3 The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."*

- (d) General Conditions 31.4 to 31.6 (inclusive) are deleted and do not apply to this Contract.
- (e) General Condition 32 is deleted and replaced with the following:

**"32 BREACH**

32.1 *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.*

32.2 *The purchaser acknowledges that the following items constitute "a reasonably foreseeable loss" for the purposes of General Condition 32.1(a):*

- (a) *expenses including interest payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the settlement date;*
- (b) *the vendor's legal costs and expenses as between solicitor and client incurred due to the breach including the cost of issuing any default notice agreed at \$660.00 inclusive of GST for each notice;*

- (c) *any commission or other expenses (including any advertising expenses) claimed or incurred by the vendor's estate agent or any other person relating to the sale of the property;*
- (d) *any fee incurred by the vendor in rebooking settlement;*
- (e) *all costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance; and*
- (f) *penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and*
- (g) *penalties and other expenses payable by the vendor due to any delay in completion of the purchase of another property including accommodation or storage and removal expenses necessarily incurred by the vendor.*

32.3 *The exercise of the vendor's rights under this General Condition 32 shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise."*

- (f) General condition 33 is amended by deleting the figure of "2%" and replacing that figure with "4%".
- (g) General condition 35 is amended by including a new general condition 35.6 as follows:  
*"35.6 Unless the price includes any GST, the reference to "the price" in this general condition 35 refers to the price plus any GST payable on the price."*

## **4. Acknowledgements**

### **Further Acknowledgements**

4.1 The purchaser acknowledges and agrees that:

- (a) it had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 4.1 (b) has been relied upon by the purchaser;
- (d) that the purchaser relied only on the purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
- (e) that to the maximum extent permissible by law and equity, the vendor is not liable to the purchaser in connection with any information, representation or warranty provided or made by or on behalf of the vendor.

### **Advice and Negotiation**

4.2 Despite anything else in this Contract, the purchaser acknowledges and agrees that:

- (a) the vendor gave the purchaser the opportunity to seek advice (including legal and financial advice) on the terms and conditions, and effect of, this Contract prior to signing this Contract; and

- (b) the purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract.

## 5. Deposit

### Investment

- 5.1 By delivering a completed Investment Authority with the Deposit the purchaser authorises the vendor's legal practitioner to invest the Deposit in a separate interest-bearing account on trust for the purchaser until the Registration of the Draft Plan.
- 5.2 The purchaser acknowledges that if the purchaser fails to provide the properly completed Investment Authority or promptly notify the vendor's legal practitioner of its Tax File Number, withholding Tax may be deducted from the interest earned on the invested Deposit at the top marginal rate.
- 5.3 The vendor may decide to invest the Deposit in an interest-bearing trust account however the vendor is not under an obligation to do so.
- 5.4 The parties must not make any Claim whatsoever against the vendor's legal practitioner arising from or related to investment of the Deposit or any failure to invest the Deposit and the vendor and the purchaser forever release the vendor's legal practitioner from all Claims in that regard.
- 5.5 Any interest that accrues on the investment of the Deposit (less government and Bank fees and charges including any withholding Tax) will be paid to the party entitled to the Deposit on the date that the Deposit is released to that party.
- 5.6 The vendor and/or the vendor's legal practitioner shall not be liable to the purchaser under any circumstances for the loss of the Deposit or any interest earned on the Deposit, due to the negligence, default or insolvency of the Bank or any other third party and the parties forever release the vendor and the vendor's legal practitioner from any cost, Loss, liability, expense or damage arising in any way from or related to investment of the Deposit in good faith.

## 6. Adjustments

- 6.1 Where any adjustment must be made under General Condition 23 in relation to any Outgoings, all adjustments between the parties must be made on the basis that the purchaser is liable for the proportion of the Outgoings which shall be determined by calculating the proportion of area which the Land bears to the total area of all of the land remaining in the Parent Title to which outgoings apply from the Settlement Date.

### Land Tax

- ~~6.2 All adjustments made in relation to Land Tax must be adjusted on a proportional basis and the purchaser is liable for the proportion of the Land Tax which the Land bears to the total area of all the Lots on the Draft Plan.~~
- ~~6.3 Any proportion of Outgoings and Land Tax payable in respect of the Property will be adjusted between the vendor and the purchaser on the basis that they have been or will be paid by the vendor.~~
- ~~6.4 The vendor will prepare the Statement of Adjustments and will forward the Statement of Adjustments to the purchaser or the purchaser's legal practitioner at least 4 Business Days prior to the Settlement Date.~~
- ~~6.5 If the purchaser does not object to the Statement of Adjustments within 2 Business Days after receipt of the Statement of Adjustments, any rectification which may be required to the Statement of Adjustments must only be made after the Settlement Date. The purchaser must not delay completion of this Contract because of any minor error to the Statement of Adjustments.~~

~~6.6 The vendor takes no responsibility for subsequent rate notices (including any supplementary rate notices) issued by any relevant Authority after the Settlement Date.~~

~~6.7 The purchaser acknowledges and agrees that if the purchaser is in breach of this Contract, by not completing this Contract on the Settlement Date, and if as a result of the purchaser's breach, completion of this Contract takes place on a date that is after the 31st December in the year of Settlement that completion of this Contract is due to take place (**Settlement Year**) then:~~

~~(a) the purchaser's breach will result in an increase in the amount of the vendor's land Tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the vendor's total landholdings in Victoria, and~~

~~(b) the additional Tax which the vendor will incur in accordance with this Special Condition 6.7 is a reasonably foreseeable Loss incurred by the vendor as a result of the purchaser' breach in respect of which the vendor is entitled to be compensated for that Loss by the purchaser on the date that Settlement actually occurs.~~

## **7. Fractional Interest**

7.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (**Proportions**).

7.2 If the Proportions recorded in the Transfer differ from those recorded in this Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

7.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any Claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in this Contract.

7.4 This Special Condition 7 shall not merge on Settlement of this Contract but shall enure for the benefit of the vendor.

## **8. Existing services**

8.1 The purchaser acknowledges that the Land is sold and the purchaser shall take title subject to all existing and any new water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities (if any) as are installed on the Property as at the Day of Sale or installed as from the Day of Sale as required under this Contract or any Authority.

8.2 The purchaser shall not exercise any of the Excluded Rights in respect of any of the following matters affecting the Land as finally Registered:

(a) the nature, location, availability or non-availability of any such installations, services and utilities;

(b) any such service being a joint service with any other land or building;

(c) any such service for any other property or building that passes through in or over the Land;

(d) any sewer or water main or connection that passes through, in or over the Land;

(e) any manhole or vent on the Land; or

(f) any easements arising out of any such installations, services or utilities.

8.3 The purchaser accepts that the vendor is not obliged to connect services to the Property. If the vendor connects services to the Property at the request of the purchaser, the purchaser must reimburse any connection fees paid by the vendor on the Settlement Date (estimated at \$1,500.00).

## **9. Restrictions and conditions**

The Land is sold subject to any restriction as to use under the Planning Permit or any order, plan (including the Draft Plan), permit, scheme, overlay, regulation, agreement or by-law contained in or made pursuant to the provisions of any legislation including but not limited to the *Local Government Act 1989* (Vic), the PE Act, and any other town planning acts or schemes. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect of such restriction.

## **10. Sale of Land Act**

10.1 The vendor and the purchaser agree that:

- (a) section 10(1) of the Sale of Land Act will not apply to this Contract in respect of the final location of any easement on the Draft Plan;
- (b) easements for services may need to be created; and
- (c) lot and common property boundaries may need to be realigned to accommodate services.

## **11. Dealing with the Property**

11.1 Without limiting any of the vendor's rights, the vendor has the right to:

- (a) grant a mortgage or charge over the land in the Parent Title and/or any land which may be affected by the Subdivision;
- (b) sell the land in the Parent Title to another person and assign or novate its rights and obligations under this Contract to another party in accordance with this Special Condition 11;
- (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and/or
- (d) execute any mortgage, charge, assignment and other document relating to the land in the Parent Title, this Contract or any land affected by the Subdivision as may be required by any mortgagee, chargee or assignee.

11.2 If prior to the Settlement Date, a third party other than the vendor is or becomes registered proprietor of the land in the Parent Title, or the vendor's rights under this Contract are assigned to a third party, then, upon receipt of a notice of assignment from the vendor, the purchaser must perform any obligations imposed upon the purchaser under this Contract in favour of the third party who is or becomes registered proprietor of the land in the Parent Title or to whom the vendor's rights under this Contract are assigned.

11.3 The purchaser must not raise any objection, delay settlement, seek to rescind or terminate this Contract or seek compensation of any kind in respect of any matters set out in this Special Condition 11. The purchaser shall sign whatever documents shall reasonably be required to give effect to such assignment of the vendor's rights under this Contract.

## **12. Additional Encumbrances**

12.1 The purchaser acknowledges that it is aware that as at the Day of Sale:

- (a) all of the Encumbrances may not have been created; and
- (b) all of the rights and privileges may not have been granted,

which it may be considered necessary or desirable for any Authority, or the vendor to create, enter into, or grant in relation to the Land or the Draft Plan.

12.2 If at any time it is considered necessary or desirable for an Authority or the vendor to:

- (a) create any or all of the Encumbrances;
- (b) grant those rights or privileges,

then subject to the purchaser's rights (if any) under the Sale of Land Act, the purchaser must not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of that creation, entering into or grant and will enter into any documents at its own cost necessary to give effect to the additional Encumbrances.

### **13. Marketing Material**

13.1 The purchaser acknowledges that:

- (a) the photographs and other images that may have been used by the vendor as part of the Marketing Material depict potential views from the Property that were reasonably anticipated before the Day of Sale;
- (b) the vendor has no control over development by unrelated parties of property surrounding or nearby the Subdivision;
- (c) the Draft Plan may change; and
- (d) development of property surrounding or near the Subdivision may affect the actual views that will be available from the completed Subdivision.

13.2 The purchaser may not make any requisition or objection, claim compensation, rescind or terminate or delay completion of this Contract where any view depicted in the Marketing Materials differs from the actual view due to any of the events in this Special Condition 13.

13.3 The purchaser acknowledges that:

- (a) the description of areas and measurements appearing in any Marketing Material are approximations only and may differ from the actual areas and measurements in the completed Subdivision; and
- (b) the information contained in any Marketing Material is for illustration purposes only and subject to change.

13.4 The information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

### **14. No Representations**

14.1 The parties agree and acknowledge that:-

- (a) this Contract contains and sets forth all the terms and conditions of and relating to the sale of the Lot by the vendor to the purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied in this Contract and the purchaser acknowledges that the vendor has given no warranty nor made any representation in relation to the Lot;
- (b) no servant or agent of the vendor, consultant, professional advisor or other person on behalf of the vendor has made or has had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the vendor which is not embodied in this Contract;

- (c) the area and dimensions of any display suite or model of the Subdivision by the vendor are not representative of the actual area or dimensions of any Lot or Lots or any part of the Lot or Lots;
- (d) the information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans images and representations are indicative only. Changes may be made during the further planning or development stages of the Subdivision and dimensions, fittings, finishes, ongoing costs and specifications and representations are subject to change without notice. While all reasonable care has been taken in providing this information the vendor and any Related Body Corporate and their representatives, consultants and agents accept no responsibility for the accuracy of any information contained in any promotional material or provided to the purchaser;
- (e) the purchaser has made enquiries and is satisfied as to all aspects of the Subdivision, and has obtained independent legal and financial advice in relation to all of the information contained in this Contract; and
- (f) the information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

## **15. Planning Permit**

15.1 The purchaser acknowledges and accepts that:

- (a) the vendor has obtained the Planning Permit;
- (b) the vendor has the sole right to seek to amend or vary the conditions contained in the Planning Permit or make application for further planning permits.

15.2 If requested to do so by the vendor or by any relevant Authority, the purchaser shall, within 7 Business Days of being requested to do so, sign any consents or authorities that the vendor may require to enable the vendor to obtain any variation or amendment to the Planning Permit or any further or additional planning permits or any other approvals that may be required or desired to be applied for by the vendor in respect to the Subdivision or the Property before or after Settlement. The purchaser irrevocably appoints the vendor and each director of the vendor jointly and or severally to be the attorney/s of the purchaser for the purposes of signing any consents, applications or approvals required for the purpose of this Special Condition 15.

15.3 The purchaser will not lodge any objection to or do any act or thing, or allow any person claiming through the purchaser or acting on the purchaser's behalf to lodge any objection to or do any act or thing that will in any way delay, obstruct, disrupt, hinder or prevent the vendor from proceeding with the Subdivision or applying for planning permits under this Special Condition 15.

15.4 Should the purchaser or any such person do any act or thing which the vendor acting reasonably considers to be in breach of this Special Condition 15, the vendor may (without prejudice to any other rights of the vendor) give written notice of default to the purchaser.

15.5 The purchaser accepts that a breach of this Special Condition 15 by the purchaser may result in the vendor suffering Loss or damage, which the purchaser shall be liable to compensate the vendor for and the purchaser indemnifies and agrees to keep indemnified the vendor against any Loss, damage, cost or expense which the vendor may incur as a result of such breach whether foreseeable or not. The purchaser acknowledges that the vendor's rights pursuant to this Special Condition 15.5 are in addition to any other rights that the vendor may have at law.

15.6 The purchaser shall not exercise any of the Excluded Rights in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the Property under any Law, act or scheme or in any legislation or imposed by any Authority empowered by legislation to control the use or development of the Land including the MSA.

15.7 This Special Condition 15 shall not merge on Settlement of this Contract but shall enure for the benefit of the vendor.

## **16. No Caveats**

16.1 The purchaser must not lodge nor cause or allow any Caveat to be recorded on any of the certificates of title relating to the Parent Title, Draft Plan or the Subdivision, the Land or the Property including over any certificate of title that issues upon Registration of the Draft Plan, and acknowledges that any breach of this Special Condition 16.1:

- (a) may delay or prevent registration of the Draft Plan;
- (b) may delay or prevent settlement of sale of any of the Lots; and
- (c) to the extent that it delays or prevents Registration of the Draft Plan or delays any such settlement of any of the Lots, such breach entitles the vendor to recover from the purchaser any Loss.

16.2 The purchaser irrevocably appoints the vendor and any director of the vendor as its joint and several attorney to sign and lodge a withdrawal of any Caveat lodged by the purchaser.

## **17. Registration of Draft Plan**

### **Acknowledgement**

17.1 The purchaser admits that the Property is sold subject to the provisions of the Subdivision Act and purchases the Property subject to any easements, covenants or similar Encumbrances affecting the Land including those required by this Contract, created or implied by the Subdivision Act and the purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in relation to any such easements, covenants or Encumbrances.

### **Registration of Plan of Subdivision**

17.2 The purchaser acknowledges that the Property is a Lot on the Draft Plan which has not been Certified or Registered and this Contract is conditional on the Draft Plan being Registered on or before the Sunset Date or such further period as may be agreed upon by the parties.

17.3 The vendor must use all reasonable endeavours to procure the Certification and Registration of the Draft Plan at its own cost.

17.4 The vendor will, as soon as practicable, advise the purchaser in writing of the Registration of the Final Plan.

### **Fill**

17.5 The purchaser acknowledges and agrees that:

- (a) the Property may have been filled, raised, levelled, compacted or cut prior to or after the vendor became registered proprietor of that part of the Site;
- (b) the vendor makes no representation or warranty regarding the amount of any:
  - (i) topsoil that has been or may be removed from the Land; or
  - (ii) filling and regrading that may be required;

- (c) the purchaser has relied upon the purchaser's own searches and enquiries regarding what works to the Land (including the natural surface level of the Land) may be required to permit or allow any construction that the purchaser does, or proposes to, undertake on the Land; and
- (d) the purchaser may not object in respect of any Subdivisional Works that the vendor may be required to undertake to or on the Land.

17.6 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of anything referred to in Special Condition 17.5.

#### **Disclosure and Acknowledgement regarding Surface Level Works**

17.7 If there is a plan attached to this Contract as Annexure D showing Subdivisional Works affecting the natural surface level of the Land, then the vendor discloses to the purchaser and the purchaser acknowledges that:

- (a) the Subdivisional Works affecting the natural surface level of the Land or any land abutting the Land are specified in the plan attached as being the only Subdivisional Works which, to the vendor's knowledge, have been carried out on the Land after the preparation of the Draft Plan and before the Day of Sale or are at the Day of Sale being carried out, or are proposed to be carried out, on the Land;
- (b) the location of service pits, man-holes, sub-stations, telephone or electricity poles within the Site will be affected by the requirements of an Authority; and
- (c) any plans attached disclosing the Subdivisional Works are design plans only and are not as built plans.

17.8 If there is no plan attached to this Contract as Annexure D, then the vendor discloses to the purchaser that:

- (a) the vendor is currently undertaking investigation as to whether (and if so, what) Subdivisional Works affecting the natural surface level of the Land or any land abutting the Land which is a Lot on the Draft Plan may be required prior to Registration of the Draft Plan; and
- (b) if the vendor becomes aware that any Subdivisional Works of the nature described in Special Condition 17.8(a) are required, the vendor will disclose details of those Subdivisional Works to the purchaser in accordance with Section 9AB(3) of the Sale of Land Act as soon as practicable after details of those Subdivisional Works come to the knowledge of the vendor.

17.9 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of anything referred to in Special Condition 17.7 or Special Condition 17.8.

#### **Vendor's right to amend Draft Plan**

17.10 The vendor reserves the right to make amendments to the Draft Plan necessary to secure its Registration.

17.11 Subject to the provisions of Special Condition 18.3 and section 9AC and section 9AH of the Sale of Land Act, the purchaser must not exercise any Excluded Rights because any amendment is made to the Draft Plan after the Day of Sale and the Final Plan does not accord with the Draft Plan as attached to this Contract.

17.12 The restriction set out in Special Condition 17.11 applies, for example, to any minor variation or discrepancy between the number, size or location of any Lot as presently appearing on the Draft Plan and as appearing on the Final Plan.

### **Vendor's right to create additional licences and encumbrances**

17.13 The purchaser acknowledges that to enable completion of the Subdivisional Works and Registration of the Draft Plan the vendor may be required by an Authority after the Day of Sale to:

- (a) enter into agreements (including agreements under section 173 of the PE Act, leases or licences); or
- (b) create easements, enter into covenants or grant or create other rights and restrictions, which may burden and be recorded against the certificate of title to the Land.

### **Section 173 Agreements**

17.14 The purchaser:

- (a) acknowledges that the vendor has or will enter into Section 173 Agreements and the Section 173 Agreements are or may be registered and run with the title to the Land;
- (b) irrevocably authorises the vendor to negotiate the terms of any such Section 173 Agreements; and
- (c) the obligations under the Section 173 Agreements bind the vendor, its successors, assigns and transferees and the registered proprietor for the time being of the Land.

### **No requisitions**

17.15 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of the creation of anything referred to in Special Conditions 17.10, 17.13 or 17.14.

### **No Claims**

17.16 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because either the Draft Plan is not Registered by the Sunset Date or the Draft Plan is not Registered and this Contract is terminated as a result.

## **18. Termination rights relating to Registration of Draft Plan**

### **Rescission by either party**

18.1 The vendor or the purchaser may rescind this Contract by written notice at any time after the expiry of the Sunset Date but before the Draft Plan is Registered, if the Draft Plan is not Registered by the Sunset Date.

### **Rescission by Vendor**

18.2 The vendor may rescind this Contract by written notice:

- (a) if any requirement imposed in relation to Certification or Registration of the Draft Plan is or are, in the opinion of the vendor, too onerous for the vendor to perform; or
- (b) if Certification or Registration of the Draft Plan is refused other than as a result of the act or omission of the vendor.

### **Rescission by Purchaser**

18.3 The purchaser may rescind this Contract by written notice at any time before the Final Plan is Registered, if any amendment is made to the Draft Plan after the Day of Sale which restricts or limits the use of the Land unless the amendment results from any recommendation of an Authority.

18.4 Special Condition 18.3 and section 10(1) of the Sale of Land Act do not apply in respect of the final location of any easement shown on the Final Plan.

**No remedy**

18.5 Upon rescission pursuant to Special Condition 18.1, 18.2 or 18.3:

- (a) the Deposit will be refunded together with any accrued interest earned on the investment of the Deposit (less costs, duties and expenses incurred in connection with the investment of the Deposit) but without any compensation whatsoever;
- (b) neither party will have any further liability to the other under this Contract; and
- (c) the rescission is without prejudice to any existing rights and liabilities of the parties under this Contract.

**Section 10F of the Sale of Land Act**

18.6 If the provisions of section 10F of the Sale of Land Act apply to this Contract:

- (a) the vendor is required to give notice of a proposed rescission under Special Condition 18.1;
- (b) the purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- (c) the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind this Contract; and
- (d) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.

18.7 The purchaser must:

- (a) respond promptly to a notice issued by the vendor under Special Condition 18.6(a); and
- (b) act reasonably and in good faith in determining whether or not to consent to the proposed rescission.

**19. Alterations to Draft Plan**

19.1 Subject to section 9AC of the Sale of Land Act, the vendor may make such alterations to the Draft Plan as it requires including without limitation amendments that are:

- (a) required to accord with good surveying practice and all Laws;
- (b) required in order to provide and/or deliver services to each Lot;
- (c) required to meet any requirement, recommendation or requisition of the Responsible Authority, the Registrar or any Authority to enable the Final Plan to be Certified by the Responsible Authority and Registered by the Registrar; or
- (d) considered by the vendor to be necessary or desirable for the purposes of the Subdivision which may include:
  - (i) creating additional lots or reducing the number of Lots to create such additional Lots; or
  - (ii) any changes to the Planning Permit.

- 19.2 If the vendor makes any amendment contemplated by Special Condition 19.1 then (subject to section 9AC of the Sale of Land Act) the purchaser must not make any requisition or objection, rescind or terminate this Contract, delay settlement or claim any compensation on the grounds that the Final Plan as Registered by the Registrar does not accord with the Draft Plan.
- 19.3 In accordance with Section 9AC of the Sale of Land Act the vendor will within 14 days after the receipt of any requirement of the Council or the Registrar to amend the Draft Plan or any amendment made by the vendor, advise the purchaser in writing of the proposed amendment.
- 19.4 The purchaser agrees that it is not entitled to make any requisition, objection or claim for compensation or rescind or determine this Contract on the grounds that the Final Plan as Registered does not accord with the Draft Plan in a manner which materially affects the Lot if any variation or discrepancy between the Lot purchased under this Contract and the corresponding Lot as shown on the Final Plan when Registered, or any variation or discrepancy between the number, size or location of any Lot as presently appearing on the Draft Plan and as appears on the Final Plan when Registered is not greater than 5% variation or discrepancy, on the basis that the purchaser agrees that such variation or discrepancy does not constitute a material variation or discrepancy.
- 19.5 If the purchaser is entitled to make a Claim, objection, requisition or if the purchaser is entitled to rescind this Contract pursuant to Section 9AC of the Sale of Land Act, the purchaser must exercise any such right within 14 days of being advised of the variation or discrepancy after which the purchaser shall not be entitled to rescind or make any objection in respect of any variation or amendment to the Draft Plan.
- 19.6 The purchaser is not entitled to make any requisition objection or claim for compensation in respect of any of the following:
- (a) any alteration to Lots other than the Lot purchased under this Contract or any alteration to the number of Lots;
  - (b) any alteration that does not affect the Lot purchased under this Contract;
  - (c) any variation between the Lot purchased under this Contract as inspected by the purchaser and the corresponding Lot as shown on the Final Plan when Registered which is not material;
  - (d) any variation between the number, size or location of the Lots as presently appearing on the Draft Plan and the Lots as they appear on the Final Plan when Registered which is not material; and
  - (e) any alteration to Lots other than the Lot purchased under this Contract or any alteration to the number of Lots.

## **20. Environment**

### **Acknowledgement**

20.1 The purchaser acknowledges that:

- (a) the Land may be subject to Contamination; and
- (b) Contaminants may have emanated from the Land in the past.

### **Release and Indemnity**

20.2 From the Settlement Date, the purchaser:

- (a) will be responsible at its own expense for complying with all Environmental Laws including without limitation, all directions and orders made and policies declared under any Environmental Laws;

- (b) releases the vendor and the vendor's employees, agents and officers from all liability; and
- (c) indemnifies the vendor and the vendor's employees, agents and officers and will keep them indemnified, against all liability, Claims and proceedings in respect of any Loss, damage or expense arising from or in any way connected with,

any Contamination, on, under or emanating from, or which may have emanated from, the Land regardless of when the Contaminant may have come onto the Land or emanated from the Land.

20.3 The vendor need not incur any expense or make any payment to enforce the indemnity in Special Condition 20.2.

#### **No objection**

20.4 The purchaser may not object or require the vendor to take any action on account of any Contaminants in, on, under or emanating from the land in the Parent Title, any part of the Site or any adjoining land.

#### **21. Corporate Purchaser**

21.1 If the purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:

- (a) each person who signs this Contract on behalf of that corporation:
  - (i) warrants that such person is duly authorised to sign this Contract and the vendor's Statement on behalf of the purchaser and is not prevented from doing so by any legal or other disability; and
  - (ii) will be personally liable for the due performance of the purchaser's obligations under this Contract to the same extent as if the signatory had signed as purchaser.

21.2 The purchaser represents and warrants to the vendor that:

- (a) if the purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the purchaser is a foreign corporation, that it is duly incorporated pursuant to the laws of its country of registration;
- (b) the consent or licence of any person or body is not required for the purchaser to enter into this Contract or to purchase the Property; and
- (c) the purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason including by reason of any trust, charge or undertaking.

#### **22. Trustee Purchaser**

22.1 A party which is a trustee is bound both personally and in its capacity as a trustee.

#### **Personal and Trustee Capacity**

22.2 If the purchaser acts as trustee of a trust, the purchaser enters into this Contract personally and in its capacity as trustee of that trust (**Relevant Trust**).

22.3 The purchaser must cause any successor of the purchaser and any person who becomes a trustee of the Relevant Trust jointly with the purchaser to execute all documents required by the vendor to ensure that this Contract is binding on such successor.

#### **Trustee Covenants**

22.4 The purchaser (in its own right and as a trustee of the Relevant Trust) represents and covenants with the vendor that:

- (a) **(status of the Relevant Trust)** the Relevant Trust is validly constituted and has not been terminated, nor has any action been taken to wind up, terminate or resettle it, nor has any *event* occurred for the vesting of its assets;
- (b) **(status as trustee)** it is a trustee of the Relevant Trust and it has not given any notice of resignation and no action has been taken to *remove* it;
- (c) **(trust power)** it has power under the constituent documents of the Relevant Trust to enter into, and perform its obligations under, this Contract;
- (d) **(trust authority)** all action has been taken that is necessary or desirable under the constituent documents of the Relevant Trust or at law to authorise its entry into this Contract and its performance of its obligations hereunder;
- (e) **(benefit of beneficiaries)** it is entering into this Contract as part of the proper administration of the Relevant Trust for the commercial benefit of the Relevant Trust and for the benefit of the beneficiaries of the Relevant Trust;
- (f) **(right of indemnity)** it has the right to be indemnified out of the assets of the Relevant Trust in relation to any liability arising under or in connection with the proper performance of its obligations under this Contract. The assets of the Relevant Trust are sufficient to satisfy that right in full and it has not released or disposed of its equitable lien over those assets;
- (g) **(compliance with obligations)** it has complied with all fiduciary obligations directly or indirectly imposed on the purchaser; and
- (h) **(no breach)** it is not in breach of any material obligations imposed on it in its capacity as trustee of the Relevant Trust, whether under the constituent documents of the Relevant Trust or otherwise; and
- (i) **(full force and effect)** each of the covenants contained in this Special Condition 22.4 will remain true and correct for as long as this Contract remains in force.

22.5 Except with the prior written consent of the vendor, the purchaser must:

- (a) ensure that the trust deed is not varied, terminated or revoked;
- (b) not retire as trustee of the Relevant Trust or appoint any new or additional trustee;
- (c) not default in its duties as trustee of the Relevant Trust;
- (d) not exercise any power to appoint new beneficiaries or class of beneficiaries;
- (e) not vest or distribute or advance any capital of the Relevant Trust to any beneficiary;
- (f) not sell any of the property of the Relevant Trust except in the ordinary course of the ordinary conduct of the business of the Relevant Trust; and
- (g) not do anything which effects or facilitates the resettlement of the Relevant Trust fund.

### **23. General Indemnity**

23.1 The purchaser indemnifies the vendor against any Loss and all Claims which may be suffered by the vendor as a result of any breach by the purchaser of the terms of this Contract or as a result of any act, neglect or default of the purchaser arising during the performance (or failure to perform) by the purchaser of its duties under this Contract.

23.2 The indemnity in Special Condition 23.1 cannot be revoked.

23.3 The indemnity in Special Condition 23.1 is binding and enforceable against the purchaser notwithstanding any neglect, delay or forbearance on the part of the vendor to exercise its right of indemnity.

#### **24. Default of obligations**

24.1 The purchaser is responsible for any Loss incurred or suffered directly or indirectly by the vendor caused or contributed to by the purchaser due to an Event of Default.

24.2 The purchaser must pay to the vendor upon demand any Loss without the necessity for any notice and any default in respect of which the costs are incurred shall be deemed not to have been remedied unless and until such payment is made.

24.3 The vendor need not incur a Loss or make a payment before enforcing a right of indemnity conferred by this Contract and the purchaser must pay the amount owing under the indemnity on demand by the vendor.

24.4 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the purchaser and survives rescission of this Contract.

24.5 Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the vendor to the purchaser and the vendor shall be entitled to serve a notice in writing under this Contract at any time after the date of default in respect of which the notice in writing is given.

#### **25. Foreign Investment Review Board Restrictions**

##### **Acknowledgment**

25.1 The purchaser acknowledges that the vendor has not obtained a certificate under the FT Act to sell to foreign purchasers.

##### **FIRB Declaration**

25.2 The purchaser warrants that it will truthfully and accurately complete and execute the FIRB Declaration annexed to this Contract contemporaneously when signing this Contract.

25.3 The purchaser acknowledges that the vendor is relying on the purchaser's warranty in Special Condition 25.2 when entering into this Contract.

##### **No FIRB Approval required**

25.4 If the purchaser declares in the FIRB Declaration that the purchaser is not required to obtain FIRB Approval to enter into the Contract, the purchaser:

(a) warrants that FIRB Approval is not required for its purchase of the Property; and

(b) indemnifies the vendor against all Loss and Claims which the vendor may become liable for (including any consequential loss which the vendor may incur or may become liable for) as a consequence of the vendor having relied upon the purchaser's warranty in Special Condition 25.4(a) when entering into this Contract.

25.5 If this Contract does not proceed to Settlement as a consequence of the purchaser's breach of the warranty contained in Special Condition 25.4(a), the Deposit paid by the purchaser will be forfeited to the vendor as its absolute property.

##### **FIRB Approval Obtained**

25.6 If the purchaser declares in the FIRB Declaration that:

- (a) it is required to obtain FIRS Approval to enter into the Contract; and
- (b) it has obtained the relevant FIRS Approval,

then:

- (c) the purchaser warrants that FIRS Approval is required for the purchase of the Property and the purchaser has obtained the FIRS Approval; and
- (d) the purchaser must provide a copy of the FIRS Approval to the Vendor upon executing this Contract.

### **FIRB Approval Required**

25.7 If the purchaser declares in the FIRS Declaration that:

- (a) it is required to obtain FIRS Approval to enter into the Contract; and
- (b) it has not yet obtained the relevant FIRS Approval,

then:

- (c) if, within 30 Business Days after the Day of Sale, the purchaser has not received advice in writing from the Treasurer that the Treasurer has no objection to the acquisition of the Property by the purchaser, the vendor may by notice to the purchaser terminate this Contract.

25.8 If the vendor terminates this Contract pursuant to Special Condition 25.7(c), all money paid by the purchaser to the vendor under this Contract will be refunded.

### **26. MSA Act**

26.1 The purchaser acknowledges that the Land may be affected by a recording under the MSA Act.

26.2 If the Land is affected by a recording under the MSA Act, the vendor warrants that all levies required to be paid as a consequence of the Final Plan being Registered will be paid by the vendor, whether before or after Certification and/or Registration of the Final Plan.

26.3 The purchaser shall not be entitled to delay Settlement if the levy has not been paid by the Settlement Date.

26.4 The purchaser agrees that it shall not call upon the vendor to remove the recording as section 47(c) of the MSA Act applies.

### **27. Services**

#### **Purchaser responsible for payment**

27.1 The purchaser agrees that it shall be responsible for payment of any statutory or utility fees, including any installation, infrastructure (including NBN infrastructure fees) and connection fees (**Fees**) due to the relevant supplier in connecting the Services or other installations, services and utilities to the Property.

27.2 If the Services referred to in Special Condition 27.1 are connected by the vendor on behalf of the purchaser, the Fees shall be paid in full by the purchaser to the vendor as adjustable items at Settlement.

27.3 The purchaser shall not exercise any Excluded Right as a result of any or all of the Services being available but not connected to the Property on the Settlement Date.

## **28. Building Works**

### **Acknowledgements**

- 28.1 The Building Works are being constructed or are to be constructed under the Building Contract which is a separate contract from this Contract and is a Major Domestic Building Contract.
- 28.2 The purchaser acknowledges that:
- (a) this Contract is not a Major Domestic Building Contract;
  - (b) the vendor is not and will not be carrying out any domestic building work as that term is defined in the *Domestic Building Contracts Act 1995* (Vic); and
  - (c) the obligation of the vendor is to deliver the Property to the purchaser on the Settlement Date subject to the conditions of this Contract and compliance by the purchaser with its obligations under this Contract.

### **Variations**

- 28.3 The vendor may at any time and without reference to the purchaser vary the Plans or the Specifications prior to or during the course of construction of the Development to comply with any requirements of the Responsible Authority, the Registrar, any Authority or the Building Surveyor.
- 28.4 The vendor may at any time and without reference to the purchaser vary the Plans or the Specifications prior to or during the course of construction of the Development in any manner which in the absolute discretion of the vendor or the Vendor's Consultant consider necessary or desirable, provided that where work or materials or colour are substituted the replacement shall, as near as reasonably possible, be of similar quality or standard.
- 28.5 Variations under Special Condition(s) 28.3 and 28.4 include but are not limited to:
- (a) substitution of the fixtures, fittings, finishes and appliances specified in the Plans and Specifications or identified in any marketing materials;
  - (b) changes in the size or design of balconies or other similar structures;
  - (c) changes in the size, nature or location of the Common Property;
  - (d) any changes as a result of site conditions encountered in the execution of the work for the Development; and/or
  - (e) variations which in the absolute discretion of the Vendor's Consultant considers to be desirable or necessary to comply with the dictates of good building practice.
- 28.6 The purchaser must not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement as a result of any variation, alteration or substitution to the Plans and Specifications made in accordance with Special Condition(s) 28.3 to 28.5 (inclusive).

### **Completion of Building Works**

- 28.7 The Building Works will be deemed to be completed when the vendor obtains a Certificate of Completion.

### **Certification of Completion**

- 28.8 When the vendor is of the opinion that the Building Works have been completed in accordance with this Contract, the vendor will request the Consultant to issue a Certificate of Completion.

- 28.9 The vendor must procure the Consultant to promptly either issue a Certificate of Completion or notice of grounds for its refusal to do so.
- 28.10 The Consultant may certify completion notwithstanding minor defects or omissions on the basis that such defects or omissions must be rectified within the Defects Period.
- 28.11 The determination of the Consultant to issue a Certificate of Completion will be final and binding on the parties and will constitute conclusive evidence that the Building Works are complete.

#### **Purchaser obliged to settle**

- 28.12 The purchaser acknowledges that the purchaser must not make any objection or requisition and is not entitled to delay or postpone settlement where an Occupancy Permit has been issued, if any dispute arises or has arisen in relation to:
- (a) the Building Works;
  - (b) the quality or standard of the Goods; or
  - (c) the quality or standard of the fittings and finish of the Property.
- 28.13 The purchaser must proceed with settlement as required by this Contract notwithstanding any dispute of the general nature contemplated by Special Condition 28.12. The purchaser shall not be entitled to delay or postpone settlement on the basis that there remain parts of the Development which are incomplete or that the Works on the Common Property have not been completed.

#### **Vendor's Rescission**

- 28.14 The vendor may at any time give written notice to the purchaser that the vendor cannot or will not proceed with the Building Works (by reason of the inability to engage the Builder, inability to enter into contracts to sell Lots, inability to obtain finance or for any other reason whatsoever) and may by that written notice rescind this Contract with immediate effect.
- 28.15 The purchaser must not claim any compensation if this Contract is rescinded pursuant to Special Condition 28.14 and the right to a refund of the Deposit (and any accrued interest) shall be the sole right of the purchaser in connection with such rescission.

#### **Access rights after settlement**

- 28.16 The purchaser acknowledges:
- (a) that the Property is part of the Development on which surveying, engineering, construction and other Works contemplated by this Contract are being, or may, after the Settlement Date, be carried out; and
  - (b) that the Builder or others authorised by the vendor may need access to the Property for the purpose of carrying out Works to the Property or Lots adjoining the Property or undertaking Works, tests or inspection of the Common Property.
- 28.17 The purchaser will allow the Builder, its employees and contractors access to the Property (including the Common Property) after the Settlement Date for the purpose of carrying out construction works and rectification works on the Property and adjoining the Lots and the Common Property subject to:
- (a) the access rights only being exercised where it is impracticable, in the reasonable opinion of the Builder, for the construction work to be carried out without obtaining such access and then only to the extent necessary;
  - (b) the vendor endeavouring to ensure:

- (i) except in unforeseen circumstances, that before the access rights are exercised the Builder or the vendor gives the purchaser at least 24 hours' notice; and
- (ii) that the Builder ensures that as little damage is done to the Property and disturbance to its occupants as is practicable having regard to the nature of the work to be carried out and, where there is damage to the Property, it be made good as soon as practicable at the vendor's reasonable expense.

28.18 The vendor and purchaser must use reasonable endeavours to accommodate the need for access to the Property and Building which comprise the Development by the Builder its contractors and employees and the purchaser after the Settlement Date.

### **Rectification of Defects**

28.19 The vendor must use its reasonable endeavours to ensure that the Builder rectifies any omission or defect in the Building Works (excluding minor shrinkage and cracks) due to defects in materials and/or workmanship notified in the Defects List during the Defects Period.

28.20 The vendor will within 7 days prior to the Settlement Date procure the Vendor's Consultant or other representative to attend at the Property with the purchaser at a time notified to the purchaser for the purposes of preparing the Defects List. The vendor will take reasonable steps to procure the Builder to attend to rectification of items on the Defects List as soon as practicable provided however the purchaser acknowledges that:

- (a) despite the existence of a Defects List the purchaser must pay the balance of the Price on the Settlement Date;
- (b) the vendor is not obliged to procure rectification of the items on the Defects List prior to Settlement; and
- (c) the purchaser is not entitled to make a claim against the vendor in respect of defects which are not noted on the Defects List.

28.21 The purchaser acknowledges that possession of the Land will be granted to the Builder under the Major Domestic Building Contract and, subject to general condition 29, the purchaser will not be entitled to access the Property prior to the Settlement Date other than with the written consent of the vendor and the Builder.

28.22 The purchaser must not make any requisition or objection or claim any compensation or rescind or delay completion of this Contract or bring any injunctive proceedings against the vendor or the Builder or any other person as a consequence of any nuisance, noise, dust and other discomfort that may result from:

- (a) any construction work or repair and rectification works being carried out from time to time in or about the Development or the Property after the Settlement Date; or
- (b) marketing of unsold lots in the Development after the Settlement Date including the presence on Common Property or other parts of the Development (but excluding the Property) of any sale signs, insignia and other fixtures and fittings.

## **29. Owners Corporation**

### **Appointment of Manager**

29.1 On Registration of the Draft Plan the vendor is entitled to appoint in its absolute discretion a manager for the Owners Corporation. If the Plan of Subdivision is subject to an Owners Corporation.

### **Rules**

29.2 As from the Settlement Date, the purchaser will be bound by all Rules and any variation or amendment as if the purchaser was a member of the Owners Corporation.

**Vendor Owner of Lot(s)**

29.3 So long as the vendor is registered or entitled to be registered as the proprietor of one or more Lots on the Final Plan, the purchaser will not without the vendor's prior written consent:

- (a) amend or cast any vote in favour of amending the Rules; and/or
- (b) lease or otherwise dispose of or grant any right over the Common Property or concur in any such lease or disposition or grant; and/or
- (c) vote in respect of any resolution brought at any meeting of any Owners Corporation in any way prejudicial to the interests or requirements of the vendor.

29.4 The purchaser requests and authorises the vendor to cause the first meeting of the Owners Corporation to be held after registration of the Draft Plan and before settlement and to vote in favour of the Owners Corporation:

- (a) passing the resolutions contemplated by this Special Condition 29.4;
- (b) passing all resolutions necessary or desirable to enable the Owners Corporation to grant the rights over the Common Property contemplated by this Contract;
- (c) electing a committee, if the Owners Corporation is to have a committee;
- (d) making rules in the form of the Rules (amended in accordance with this Special Condition for each Owners Corporation);
- (e) passing any resolutions required in order to perfect the staging of the Development or the Draft Plan (if applicable);
- (f) passing any resolutions required in order for the general proper functioning of the building on the Development, including the placing of any signs, boards, antennas or similar objects on the Common Property;
- (g) considering the proposed annual budget of the Owners Corporation and determining the fees and levies payable by members of the Owners Corporation for the following 12 month period;
- (h) if the Owners Corporation is a prescribed owners corporation, considering and approving a maintenance plan, establishing a maintenance fund, setting the amount of any annual fees designated as being for the purposes of the maintenance fund and the conditions for the payment of money out of the maintenance fund;
- (i) providing details of insurance for the Development in accordance with the Owners Corporation Regulations; and
- j) such other resolutions that the vendor considers necessary or appropriate.

29.5 The purchaser acquires its interest in the Common Property subject to all rights over the Common Property:

- (a) contemplated, granted or to be granted under this Contract;
- (b) disclosed in the Draft Plan or the Final Plan;
- (c) disclosed in the Vendor's Statement;
- (d) of the vendor to conduct Works after settlement; and

- (e) of the vendor for signage and naming.

## **Rules**

- 29.6 The purchaser authorises the vendor to modify the Rules (in the absolute discretion of the vendor), including any modifications necessary to adapt the Rules for any limited Owners Corporation.
- 29.7 The purchaser must not make any requisition or objection, delay settlement or claim any compensation because of:
  - (a) anything express or implied in the Rules; or
  - (b) any additions to, variations of or deletions from the Rules notified to the purchaser at any time prior to the Settlement Date.
- 29.8 The purchaser authorises (which authorisation continues with full force and effect after settlement until the vendor is no longer the owner of a Lot) the vendor and must cause the Owners Corporation to authorise the vendor and all persons authorised by the vendor to:
  - (a) conduct any marketing activities whatsoever in the Development;
  - (b) place and maintain in, on and about the Development (excluding the Property) signs in connection with those marketing activities; and
  - (c) place and maintain in, on and about the Development an office or facility from which marketing activities can be conducted.
- 29.9 The purchaser acknowledges that the Rules may be subject to changes and consents and agrees to the Rules being amended and authorises the vendor and/or the relevant Owners Corporation to do all that is necessary to pass the Rules and to have them registered with the Registrar as provided by the Subdivision Act 1988 and further authorises and consents to the vendor or the Owners Corporation making any amendments to the Rules that the vendor believes necessary or desirable to facilitate the Development or for the better management of the Owners Corporation or the Development.
- 29.10 The purchaser agrees that so long as the vendor shall be registered as the proprietor of one or more Lots on the Final Plan the purchaser will not without the prior written consent of the vendor amend or permit the Owners Corporation to amend add to or repeal any Schedule to the Final Plan or the rules of the Owners Corporation or lease or permit the Owners Corporation to lease dispose of or grant any right over the common property or cast any vote in favour of the same or exercise any of the rights powers and privileges granted or accruing to the members of the Owners Corporation in any way prejudicial (as determined by the vendor) to the interests of the vendor.

## **Owner's Corporation authorisations**

- 29.11 The purchaser acknowledges that after registration of the Draft Plan and before the Settlement Date, the vendor may vote in favour of resolutions of the Owners Corporation to:
  - (a) grant rights and give and make all consents, authorisations, directions and permissions for the management and administration of the Owners Corporation and the Common Property;
  - (b) grant rights, including by way of lease, licence or easement over the Common Property to purchasers or occupiers of a Lot or in connection with the vendor, the Builder or others undertaking work on the Common Property or the Development;
  - (c) further subdivide or dispose of the Common Property or any Lots (apart from the Lot hereby sold); and
  - (d) grant and give effect to the rights of the vendor and others contemplated or intended by this Contract.

- 29.12 The purchaser consents to the vendor voting on resolutions contemplated by Special Condition 29.11 and causing the Owners Corporation to grant such rights.
- 29.13 The purchaser confirms the appointment of either the vendor or a nominee of the vendor as proxy for the purchaser for the purposes of this Special Condition 29.
- 29.14 While the vendor is registered or entitled to be registered as proprietor of any Lot, the purchaser must not without first obtaining the written consent of the vendor cast any vote in exercise of any of the rights, powers or privileges that the purchaser is entitled to as a member of the Owners Corporation which would interfere with the rights of the vendor in this Contract.
- 29.15 The purchaser admits that the Land is sold subject to the provisions of the Subdivision Act and in particular subject to:
- (a) the lot entitlement and lot liability and all other information set out in the Final Plan; and
  - (b) the provisions of the Owners Corporation Regulations.

### **30. Goods and Settlement**

#### **Title**

- 30.1 Property in the Goods passes to the purchaser upon payment of the Price.

#### **No warranty**

- 30.2 The purchaser agrees that neither the vendor nor anyone on behalf of the vendor makes or has made any representation or warranty upon which the purchaser may rely as to the fitness or suitability of the Goods for any particular purpose.

#### **Charge**

- 30.3 Where any charge is registered over the vendor under the Corporations Act, the purchaser will not be entitled to call for or to receive a registrable form of release of that charge but must instead accept a letter of comfort from the holder of the charge confirming the release of the Property from that charge;
- 30.4 This Special Condition 30 does not limit the liability of the vendor to provide a discharge or withdrawal of any registered mortgage or Caveat recorded on the Title.

### **31. Information and ancillary negotiations**

- 31.1 The purchaser acknowledges:

- (a) no information, representation or warranty provided or made by the vendor, the vendor's Agent or the vendor's legal practitioner was provided or made with the intention or knowledge that it would be relied upon by the purchaser;
- (b) no information, representation or warranty has been relied upon;
- (c) the purchaser relies only on the purchaser's inspection of, and searches and enquiries in connection with, the Property; and
- (d) to the extent permissible by law, the vendor is not liable to the purchaser in connection with any information, representation or warranty provided or made by or on behalf of the vendor.

- 31.2 Nothing in Special Condition 31.1 affects any warranty in this Contract.

## **32. Duty**

Notwithstanding anything contained in this Contract, the vendor does not make any warranty or representation as to the amount of Duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser shall be liable for all Duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities, Claims, proceedings and penalties whatsoever under the Duties Act relating to this Contract.

## **33. Australian Consumer Law**

33.1 The vendor and purchaser agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law.

33.2 The purchaser acknowledges and agrees that:

- (a) before signing this Contract the purchaser has:
  - (i) obtained or has been given the opportunity to obtain independent advice considered relevant to the purchaser; and
  - (ii) negotiated, or has had the opportunity to negotiate, the terms of the Contract; and
- (b) the rights given to the vendor under this Contract are reasonably necessary to protect the legitimate interests of the vendor.

## **34. General**

### **Joint Parties**

34.1 An undertaking, warranty, agreement, representation, provision or obligation in this Contract that is made or given by, or which applies to, more than one person, or which extends to, or is for the benefit of, more than one person, binds and extends to, or is for the benefit of, as the case may be, all of them jointly and each of them severally.

34.2 For the purposes of Special Condition 34.1, an undertaking, warranty, agreement, representation, provision or obligation in this Contract that:

- (a) is made or given by, or which applies to, a purchaser, is deemed to be made or given by, or apply to, as the case may be, all of the purchasers;
- (b) extends to, or is for the benefit of, a purchaser, is deemed to extend to, or be for the benefit of, as the case may be, all of the purchasers;
- (c) is made or given by, or which applies to, a vendor, is deemed to be made or given by, or apply to, as the case may be, all of the vendors; and/or
- (d) extends to, or is for the benefit of, a vendor, is deemed to extend to, or be for the benefit of, as the case may be, all of the vendors.

### **Costs and Stamp Duty**

34.3 Unless stated otherwise in this Contract, the vendors and the purchaser will pay their own legal costs, charges and expenses of and incidental to the negotiation, preparation, execution and completion of this Contract.

34.4 The purchaser must pay all Duty (including stamp duty) and charges which are payable under this Contract or any payment, receipt or other transaction contemplated by it or by this Contract.

### **Entire agreement**

- 34.5 This Contract contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Contract other than those expressly stated in ii or necessarily implied by statute. This Special Condition is for the benefit of the vendor, the vendor's estate agent and their respective servants, agents and employees.
- 34.6 The purchaser acknowledges that there is no other agreement or collateral warranty subsisting at the time of signing this Contract which relates to the Property sold.

### **Further assurances**

- 34.7 Each party must (at its own expense) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Contract.

### **Severability**

- 34.8 If a provision of this Contract is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
  - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.
- 34.9 A party may conditionally or unconditionally give or withhold its approval or consent in its absolute discretion unless this Contract expressly provides otherwise.

### **Time is of the essence**

- 34.10 Time is of the essence for the purposes of any time limit stated in this Contract.

### **Variation**

- 34.11 A variation of any term of this Contract must be in writing and signed by the parties.

### **Waiver**

- 34.12 A provision of a right created by this Contract cannot be waived except by a waiver in writing signed by the party granting the waiver and will be effective only to the extent specifically set out in that waiver.
- 34.13 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Contract will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Contract.

### **No Merger**

- 34.14 The provisions of this Contract capable of having effect after the Settlement Date do not merge on Settlement or the transfer of the Land and continue to have full force and effect after Settlement.

**Governing law and jurisdiction**

- 34.15 This Contract and any disputes or Claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or Claims) are governed by, and shall be construed in accordance with, the laws of Victoria, Australia.
- 34.16 The parties irrevocably agree that the courts of Victoria, Australia have exclusive jurisdiction to settle any dispute or Claim that arises out of, or in connection with, this Contract or its subject matter or formation (including non-contractual disputes or Claims).

INFORMATION ONLY

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# Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

# Contract of Sale of Land

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Property address: 14 KHANCOBAN CRESCENT, WOLLERT VIC 3750

Vendor: Ardian Pollozhani As Director of Pollozhani Homes Pty Ltd

Purchaser:

Prepared by:  
Anthonys Solicitors

Email: [nadia@anthonyslegal.com.au](mailto:nadia@anthonyslegal.com.au)

Ref: 25/865

# 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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land: 14 KHANCOBAN CRESCENT, WOLLERT VIC 3750

## SIGNED BY THE VENDOR

Name: Ardian Pollozhani As Director of  
Pollozhani Homes Pty Ltd

On \_\_\_/\_\_\_/20\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable.*

## SIGNED BY THE PURCHASER

Name:

On \_\_\_/\_\_\_/20\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable.*

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning	✓	Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

**ATTACHMENTS**

Any certificates, documents and other attachments may be annexed or further information added here.

Attached

Further information:

**TITLE**

Attached are copies of the following documents:

- (a)  Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- (b)  Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

**LAND USE & SERVICES**

**(a) Easements, covenants, or other similar restrictions**

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

Attached copies of title document/s.

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

**(b) Services**

The following services are NOT connected to the land:

Electricity supply  Gas supply  Telephone  Water supply  Sewerage

(c) Road access  Yes  No

**PLANNING**

**(a) Planning scheme**

Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

Yes  No Under [section 192A](#) of the [Building Act 1993](#)

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

Contained in the attached certificate/s.

**(b) Particulars of any charge under any Act**

Amount owing: \$  To Chargee:

Other particulars (including dates and times of payments):

**BUILDING PERMITS**

Is there a residence on the land?  Yes  No

If yes, particulars of any building permit issued under the [Building Act 1993](#) in the preceding 7 years are:

As follows:

INFORMATION ONLY

# DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

## Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

## Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

### Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

## Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

## Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

## Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

## Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)
- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website](#).

## Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website](#).

## Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website](#).

## Planning controls affecting 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.

### 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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

## Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

## Building permits

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.

For more information about building regulation, visit our [Building and renovating section](#).

### Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

### Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

### 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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

## Buyers' rights

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.

For more information, view our [Buying property section](#).

## Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#).

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

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

VOLUME 12617 FOLIO 081

Security no : 124129101993A  
Produced 17/10/2025 03:06 PM

LAND DESCRIPTION

Lot 1908 on Plan of Subdivision 906433S.  
PARENT TITLE Volume 12519 Folio 735  
Created by instrument PS906433S 06/06/2025

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
POLLOZHANI HOMES PTY LTD of 135 BOUNDARY ROAD WOLLERT VIC 3750  
AZ301183X 23/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS906433S 06/06/2025

COVENANT AZ301183X 23/06/2025

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AS619507L 15/10/2019

AGREEMENT Section 173 Planning and Environment Act 1987  
AT904637Y 22/12/2020

AGREEMENT Section 173 Planning and Environment Act 1987  
AV890467B 25/07/2022

DIAGRAM LOCATION

SEE PS906433S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ301183X (E)	TRANSFER	Registered	27/06/2025

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

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

Street Address: 14 KHANCOBAN CRESCENT WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 21597P ANTHONYS SOLICITORS  
Effective from 27/06/2025

DOCUMENT END

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INFORMATION ONLY



# Department of Environment, Land, Water & Planning

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Produced 29/10/2025 09:14:31 AM

Status	Registered	Dealing Number	AZ301183X
Date and Time Lodged	23/06/2025 05:22:03 PM		

### Lodger Details

Lodger Code	21597P
Name	ANTHONY'S SOLICITORS
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

12617/081

### Transferor(s)

Name	GREENWELLS WOLLERT PTY LTD
ACN	128803092

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 365000.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Sole Proprietor
Name	POLLOZHANI HOMES PTY LTD
ACN	151382151
Address	
Street Number	135
Street Name	BOUNDARY
Street Type	ROAD



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Locality	WOLLERT
State	VIC
Postcode	3750

### Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA6156
Restrictive covenant	MCP: AA6156
Expiry Date	

### Duty Transaction ID

6303786

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

### Execution

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

Executed on behalf of	GREENWELLS WOLLERT PTY LTD
Signer Name	DAVID HARTNEY
Signer Organisation	MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 JUNE 2025

### Execution

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

Executed on behalf of	POLLOZHANI HOMES PTY LTD
Signer Name	ANTHONY SAMMASSIMO
Signer Organisation	ANTHONY'S SOLICITORS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 JUNE 2025

### File Notes:



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

NIL

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

Statement End.

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Document Type	<b>Instrument</b>
Document Identification	<b>AS619507L</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>29/10/2025 09:14</b>

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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**



Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: COLLINS SQUARE, TOWER TWO, LEVEL 25, 727 COLLINS STREET MELBOURNE VIC 3008  
Ref: TGM:7743709  
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: (volume and folio)

VOLUME 12072 FOLIO 775,

VOLUME 12072 FOLIO 776, and

~~THE PART OF~~ LAND CONTAINED IN VOLUME 6911 FOLIO 045, more particularly described as ~~part of~~ Lot 1 on TP217087N.

**AMENDED**

**12 NOV 2019**

With consent of  
**Australian Legal Professionals**  
Licenced Conveyancer

Responsible authority: (full name and address, including postcode)

WHITTLESEA CITY COUNCIL OF CIVIC CENTRE, FERRES BOULEVARD, SOUTH MORANG, VICTORIA

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application

Signing:

35271702A

181PEA

Page 1 of 2

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

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us  
[7743709: 25223973\_1]

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

Privacy Collection Statement

**AS619507L**

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collected 15/10/2019 at status \$98.50 with 173, any other information may be collected.



**Certifications**

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

Executed on behalf of: WHITTLESEA CITY COUNCIL  
 Signer Name: **MARIA MARSHALL**  
 Signer Organisation: MADDOCKS  
 Signer Role: AUSTRALIAN LEGAL PRACTITIONER

Signature: *mmarshall* .....

Execution Date: 15 October 2019

35271702A

181PEA

Page 2 of 2

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

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us  
[7743709: 25223973\_1]

**AS619507L**

15/10/2019 \$98.50 173



**Maddocks**

Lawyers  
Collins Square, Tower Two  
Level 26, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3686

Info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

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

**Subject Land: 139-145 Boundary Road, Wollert, 180 Craigieburn Road, Wollert & 220 Craigieburn Road, Wollert**

**Purpose: Tree Retention**

**Whittlesea City Council**

and

**Greenwells Wollert Pty Ltd (ACN 128 803 092)**

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



AS619507L



Maddocks

**The Parties Agree:**

---

**1. Definitions**

In this Deed:

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

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

**Boundary Road Land** means the land contained within Certificate of Title Volume 10531 Folio 176, more particularly described as Lot 1 on PS434044J and known as 139-145 Boundary Road, Wollert.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Victoria.

**Current Address** means:

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

**Current Email** means:

- 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** means the residential development and construction of associated services and infrastructure to be undertaken on the Project Land.

**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 Greenwells Wollert Pty Ltd (ACN 128 803 092) of Level 4, 108 Power Street, Hawthorn, Victoria 3122 and any other owner registered as proprietor of the Subject Land or any part of it from time to time.

**Party or Parties** means the Parties to this Agreement.

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

**Precinct One** means the land contained within Certificate of Title Volume 12072 Folio 775 and Certificate of Title Volume 12072 Folio 776, more particularly described as Lot U on plan of subdivision PS80653U and Lot V on plan of subdivision PS80553U, respectively.

**Precinct Two** means part of the land contained with Certificate of Title Volume 6911 Folio 045, more particularly described as part of Lot 1 on Title Plan TP217087N.

AS619507L

15/10/2019 \$98.50 173



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**PSP** means the Wollert Precinct Structure Plan dated June 2017, as amended from time to time.

**Subject Land** means the land contained within:

- (a) Precinct One;
- (b) Precinct Two; and
- (c) the Boundary Road Land.

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.

**Responsible Authority** means Council.

**Tree Management Plan** means the 'Tree Management Plan' dated 27 September 2018 and prepared by SMEC as amended from time to time. A copy of the Tree Management Plan is attached to this Agreement at Annexure A.

**Tree Retention Requirements** means requirement R3 contained within section 3 of the PSP.

---

## 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.

**AS619507L**



**Maddocks**

---

**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 the Subject Land is to be developed as a whole and in particular how the Tree Retention Requirements are to be administered wholistically across the whole of the Subject 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. Terms**

**4.1 Acknowledgements**

The parties acknowledge that:

- 4.1.1 As at the date of this Agreement the Owner has not yet obtained planning permission for removal of trees and this Agreement is made in contemplation of the Owner applying for and being granted a planning permit that authorises the removal of trees in accordance with requirements set out in the PSP;
- 4.1.2 the Owner proposes to develop Precinct One and Precinct Two in a manner which will not meet the Tree Retention Requirements; and
- 4.1.3 the PSP provides that the Tree Retention Requirements are to be met across the entirety of the Subject Land and need not be complied with across a single precinct within the Subject Land.

**4.2 Obligations of the Owner**

The Owner agrees and acknowledges that it must develop the remainder of the Subject Land so as to achieve 80% tree retention across the entirety of the Subject Land in aggregate, generally in accordance with the Tree Management Plan and Tree Retention Requirements.

**4.3 Compliance**

Council as Responsible Authority agrees that, notwithstanding the current tree retention rate within Precinct One and Precinct Two, the Owner will be deemed to have complied with the Tree Retention Requirements by developing the balance of the Subject Land (being that part of the Project Land excluding Precinct One) so as to achieve the 80% tree retention requirements across the entirety of the Subject Land in aggregate.





**AS619507L**

15/10/2019 \$98.50 173



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**9.5 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.

**9.6 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**9.7 Governing law**

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**10. GST**

10.1 In this clause words that are defined in the GST Act 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.

---

**11. General**

**11.1 Continuing obligation**

11.1.1 The terms of this Agreement will continue to bind the registered properties of the Subject Land until completion of the Development.

11.1.2 Where the Owner sells, disposes, or otherwise parts with ownership of the whole of the Subject Land, it must:

- (a) bring this Agreement to the attention of any subsequent registered proprietor of the Subject Land; and
- (b) require any subsequent registered proprietor to enter into an agreement made under section 173 of the Act with the Council on terms which are consistent to the terms set out within this Agreement.

---

**12. Commencement of Agreement**

This Agreement commences on the date of this Agreement and does not end.

**AS619507L**

15/10/2019 \$98.50 173



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**13. Amendment of Agreement**

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

13.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

INFORMATION ONLY





# Department of Environment, Land, Water & Planning

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Produced 29/10/2025 09:14:32 AM

Status	Registered	Dealing Number	AV890467B
Date and Time Lodged	25/07/2022 04:32:07 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8887569

## APPLICATION TO RECORD AN INSTRUMENT

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

### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12362/106

### Instrument and/or legislation

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

### Applicant(s)

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

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

---

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

---

### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	25 JULY 2022

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### File Notes:

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Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>29/10/2025 09:14</b>

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## Maddocks

Lawyers  
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Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

[info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)

DX 259 Melbourne

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

Subject Land: 180 Craigieburn Road, Wollert

Whittlesea City Council  
and

Greenwells Wollert Pty Ltd  
ACN 128 803 092

Interstate offices  
Canberra Sydney

Affiliated offices around the world through the  
Advoc network - [www.advoc.com](http://www.advoc.com)



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

Dated 4/07/2022

### Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>Greenwells Wollert Pty Ltd</b>
Address	Level 4, 108 Power Street, Hawthorn, Victoria
Short name	<b>Owner</b>

### 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 18 of the Planning Permit.



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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.

**Balance Cost** means those costs which are detailed in the CMP which, at the time that a Statement of Compliance is issued for the last Stage, have not yet been incurred by the Owner.

**Caveator** means the person registered as caveator of the Subject Land.

**Construction Plans** means engineering drawings:

- (a) identifying construction works including roads, bridges, culverts, paths and trails; and
- (b) endorsed with the stamp of Council from time to time as plans which form part of the Planning Permit.

**Construction Works** means the works identified and carried out in accordance with the Construction Plans.

**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.

**Development** means the development of the Subject Land in accordance with the Planning Permit.

**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.

**Local Conservation Reserve** means any local conservation reserve shown on Plan 2 – Future Urban Structure in the Wollert Precinct Structure Plan, and which is on the Subject Land.



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**Lot** means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

**Matters of National Environmental Significance** means matters of national environmental significance protected under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

**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. 719340, as amended from time to time, issued on 19 November 2020, authorising a subdivision of the Subject Land in accordance with plans endorsed by Council.

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

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

**Stage** means a certified plan of subdivision to be registered by the Owner to create Residential Lot(s) within the Development.

**Subject Land** means the land situated at 180 Craigieburn Road, Wollert being the land referred to in certificate of title volume 12362 folio 106 and more particularly described as Lot A on Plan of Subdivision PS821113J.

**Wollert Precinct Structure Plan** means the Wollert Precinct Structure Plan dated June 2017, as amended from time to time and incorporated in the Planning Scheme.

---

## 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 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 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.

---

**5. Agreement required**

Subject to clause 13, 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:

- 6.1 to prepare a conservation management plan for the Local Conservation Reserve (CMP) prior to the approval of any Construction Plans;
- 6.2 to implement and comply with all provisions, requirements and recommendations contained in the CMP;
- 6.3 that its obligations under this Agreement will continue until the earlier of:



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- 6.3.1 10 years from the commencement of the Development; or
  - 6.3.2 the issue of a Statement of Compliance for the last Stage;
  - 6.4 that if clause 6.3.2 applies, prior to the issue of a Statement of Compliance for the last Stage, the Owner must pay to Council the Balance Cost;
  - 6.5 that it accepts that Council may refuse to issue the Statement of Compliance for the last Stage until the Balance Cost has been paid to Council;
  - 6.6 the CMP must:
    - 6.6.1 provide for:
      - (a) early securing and fencing of the Local Conservation Reserve and establishment of interpretive signage prior to the subdivision or commencement of Construction Works on any part of the Subject Land;
      - (b) a 10-year action plan providing for:
        - (i) the protection of all areas proposed for rehabilitation;
        - (ii) biodiversity improvement works and actions focussing on improving the Grassy Eucalypt Woodland of the Victorian Volcanic Plain and other Matters of National Environmental Significance;
        - (iii) re-vegetation and landscaping, pest plant and animal control, soil stabilisation, and on-going maintenance and monitoring;
    - 6.6.2 be consistent with the Local Conservation Reserve Treatment and Management Guidelines in the Wollert Precinct Structure Plan,
- all at the full cost of the Owner and to Council's satisfaction.

---

## 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 s 181 of the Act; and
- 7.2.3 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.



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**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; and
- 7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

---

**8. Agreement under s 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 s 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;
- 11.1.3 by posting it by priority 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.



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**11.2 Counterparts**

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

**11.3 Electronic Execution**

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

11.3.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

**11.4 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.

**11.5 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.

**11.6 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.

**11.7 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.

**11.8 Governing law**

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

**11.9 Electronic execution**

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

11.9.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

---

**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.



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**13. Ending of Agreement**

13.1 This Agreement will end:

13.1.1 with respect to any part of the Subject Land that is not a Local Conservation Reserve, upon the issue of a Statement of Compliance which subdivides the Subject Land so as to differentiate between that part of the Subject Land which is and is not a Local Conservation Reserve;

13.1.2 with respect to a Residential Lot external to a Local Conservation Reserve; and

13.1.3 when the Owner has complied with all of the Owner's obligations under this Agreement.

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

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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:

RICARDO RAMOS

Delegate



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DocuSign Envelope ID: 2BB198D7-6F22-4BDB-872E-A8D0432A1699



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Executed as a deed by Greenwells Wollert Pty. Ltd. ACN 128 803 092 in accordance with s 127(1) and s 127(3) of the Corporations Act 2001:

DocuSigned by:

Sandra Vojatzakis

Signature of Director

Sandra Vojatzakis

Print full name

DocuSigned by:

Carl Thompson

Signature of Director/Company Secretary

Carl Thompson

Print full name



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# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Produced 29/10/2025 09:14:35 AM

Status	Registered	Dealing Number	AT904637Y
Date and Time Lodged	22/12/2020 09:53:50 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM:7528871 - s173 A

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12210/505  
12210/506  
12210/507

### Instrument and/or legislation

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

### Applicant(s)

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



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Postcode 3752

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### Additional Details

Refer Image Instrument

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

---

### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	THY NGUYEN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 DECEMBER 2020

---

### File Notes:

NIL

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

Statement End.



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

DX 259 Melbourne

Date 21 / 12 / 20

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

**Subject Land: 180 Craigieburn Road**

Purpose of Agreement: WIK for Infrastructure Projects and equalisation of Public Open Space

City of Whittlesea

and

Greenwells Wollert Pty Ltd ACN 128 803 092

Interstate offices  
Canberra Sydney  
Affiliated offices around the world through the  
Advoc network - [www.advoc.com](http://www.advoc.com)



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

Dated        /        /

---

### Parties

Name	<b>City of Whittlesea</b>
Address	25 Ferres Boulevard, South Morang
Email:	<a href="mailto:info@whittlesea.vic.gov.au">info@whittlesea.vic.gov.au</a>
Short name	<b>Council</b>
Name	<b>Greenwells Wollert Pty Ltd ACN 128 803 092</b>
Address	<b>Level 4 108 Power Street, Hawthorn Victoria 3122</b>
Email:	<a href="mailto:jcassera@avjennings.com.au">jcassera@avjennings.com.au</a>
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 in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Subject Land is to be developed as part of the development known as the Lyndarum North Estate.
- F. The Development Contributions Plan applies to the Subject Land. It specifies the infrastructure contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- G. The Owner has asked Council for permission to carry out certain Infrastructure Projects.
- H. Council and the Owner have agreed on the public open space equalization.
- I. Council has agreed that the Owner will carry out the Infrastructure Projects in return for a credit against its development contribution liability under the Development Contributions Plan.



The Parties agree:

---

**1. Definitions**

In this Agreement unless the context admits otherwise:

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

**Agreed Infrastructure Project Value** means the amount specified in Schedule 1.

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

**Approved Plans** means the Designs of an Infrastructure Project approved by Council under clause 7 of this Agreement.

**Averaged Equalisation Payment Rate** means the Equalisation Payment divided by the total Net Developable Area.

**Bank Guarantee** means a bank guarantee or other form of security to the satisfaction of Council.

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

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

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

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

**Credit** means a credit in the amount of the Agreed Infrastructure Project Value the Owner's liability to pay the Development Infrastructure Levy for the Subject Land.

**Current Address** means:

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

**Current Email** means:

- for Council, [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au), or any other email address listed on Council's website; and



- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Designs** means the detailed design and engineering plans and specifications of an Infrastructure Project including associated landscape works for that project prepared in accordance with clauses 7 and 7.2.

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

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

**Development Contributions Plan or DCP** means the Wollert Development Contributions Plan, 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.

**Equalisation Payment** means the amount specified in Schedule 3 as the equalisation payment required to be paid either to or by the Owner as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 3.

**GAIC** means the Growth Areas Infrastructure Contribution imposed under the Act.

**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, applied on the 1<sup>st</sup> of July each year, using:

- the CPI (all groups, Melbourne) as the adjustment index for the Averaged Equalisation Payment; and
- the Producer Price Index Numbers for Roads and Bridge Construction, Victoria published by the Australian Bureau of Statistics (Catalogue 6427.0, Table 17, Output of the Construction Industries, subdivision and class index numbers) –

and in all instances, for the June, September, December and March quarters occurring immediately before the beginning of the financial year in respect of which the indexed rate is being determined.

**Infrastructure Project** means a project identified in Schedule 1.

**Inherent GAIC Liability** means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether that event occurs before, at or after the provision of land to Council.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications



infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

**Maintenance Period** means the period specified in Schedule 4 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

**Net Developable Hectare** means each hectare of Net Developable Area of the Subject Land.

**Net Developable Area** means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

**Open Space Equalisation** means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

**Open Space Land** means land for unencumbered public open space which is identified in Schedule 3.

**Open Space Land Value** means the amount specified in Schedule 3 as the Open Space Land Value.

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

**Party or Parties** means the parties to this Agreement.

**Party's Current Email** means the email address of a party specified in this agreement or any other email address from time to time that a party notifies the other party of in writing.

**Plan Checking Fee** means the fee payable to Council or a referral authority by the Owner for checking engineering plans for an Infrastructure Project to the maximum amount of 0.75% of the Agreed Infrastructure Project Value.

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

**Planning Permit** means the planning permit referred to in Schedule 5, as amended from time to time.

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

**Precinct Structure Plan or PSP** means the Wollert Precinct Structure, being an incorporated document in the Planning Scheme



**Project Control Group** means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.3.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 1, Schedule 2 or Schedule 3 as the case may be.

**Public Open Space Contribution** means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

**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.

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

**Subject Land** means all of the land described in Schedule 5 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Supervision Fee** means, where the Council or a referral authority has appointed a person to supervise the construction of the works associated with an Infrastructure Project, the fee payable to Council by the Owner to supervise construction works associated with an Infrastructure Project to the maximum amount of 2.5% of the Agreed Infrastructure Project Value.

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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 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;



- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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**3. Purposes and reasons for Agreement**

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

- 3.1 record the terms and conditions on which Council agrees to the Owner providing the Infrastructure Project;
- 3.2 to record the agreed position in relation to the public open space contribution required under clause 53.01 of the Planning Scheme through the making of an equalization payment ;
- 3.3 to satisfy condition 12 of the Planning Permit; and to
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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**4. Agreement required**

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

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**5. Payment of Development Infrastructure Levy**

The Parties agree that:

- 5.1 subject to clause 5.2 of this Agreement, the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis;
- 5.2 the Owner is not required to pay the Development Infrastructure Levy in cash on a stage by stage basis if there is a Credit available to the Owner in accordance with this Agreement; and
- 5.3 any component of the Development Infrastructure Levy which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy arises or at such other time as is specified in this Agreement.
- 5.4 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that the Development Infrastructure Levies paid in respect of the Subject Land reflects the Net Developable Area and upon that reconciliation being undertaken –
- 5.4.1 Council must pay to the Owner any amount that is identified as owing to the Owner; and
- 5.4.2 the Owner must pay to Council any amount that is identified as owing to Council.

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## 6. Construction of Infrastructure Projects

The Owner must construct the Infrastructure Project:

- 6.1.1 in accordance with the Approved Plans;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2.1;
- 6.1.3 in accordance with any Public Infrastructure Plan or the like endorsed under the condition 3 of the Planning Permit;
- 6.1.4 in accordance with any Construction Program approved by Council; and
- 6.1.5 otherwise to the satisfaction of Council in its capacity as the Development Agency.

## 6.2 Time for completion of Infrastructure Projects

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project or such other time as Council has agreed in writing, Council may:

- 6.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or
- 6.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

## 6.3 Project Control Group

The Project agree that if requested by Council in writing at a time after the commencement of this Agreement, then, prior to the commencement of any works associated with the provision of any Infrastructure Project, a Project Control Group must:

- 6.3.1 be established to discuss the Construction Program associated with the Infrastructure Project and the general progress of the Infrastructure Project;
- 6.3.2 include representatives of Council and the Owner or the Owner's representatives;
- 6.3.3 be chaired by a representative of Council; and
- 6.3.4 hold meetings at intervals to the satisfaction of Council.

## 6.4 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences construction works associated with the Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

## 6.5 Agreed Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation up to the time of the Provision Trigger.



## 7. Design of Infrastructure Project

The Owner agrees that:

- 7.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Project in accordance with the PSP and DCP and the Planning Permit, and submit the Designs to Council for approval in accordance with clause 7.2;
- 7.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 7.2;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Project including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 7.1.4 if required by Council, prior to awarding any contract for the Infrastructure Project, the Owner must submit to Council for approval:
  - (a) a copy of the terms and conditions of the proposed contract ; and
  - (b) a copy of the proposed Construction Program.

### 7.2 Approval of Designs

- 7.2.1 The Owner must:
  - (a) upon finalisation of the conceptual design for each Infrastructure Project; and
  - (b) upon finalisation of the detailed design for each Infrastructure Project -  
prepare and submit to Council for approval the plans and specifications for the construction of each Infrastructure Project.
- 7.2.2 The Owner must ensure that the plans and specifications for the construction of any Infrastructure Project are prepared with due care and skill so that, if the works are constructed strictly in accordance with the plans and specifications, any Infrastructure Project will be fit for its intended purpose.
- 7.2.3 The Owner must consult with Council and consider Council's guidance and requirements with respect to proposed Designs, plans or specifications, including arranging regular design review meetings attended by representatives of the Owner and any design consultants engaged by the Owner, as may reasonably be required by the Council, to provide a forum for Council to:
  - (a) discuss and raise queries with respect to any proposed Designs, plans or specifications;
  - (b) propose amendments to any proposed Designs, plans or specifications and provide reasons.
- 7.2.4 Within 10 Business Days of submission under clause 7.2.1 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner, and if approved those plans will be the Approved Plans.



- 7.2.5 If Council provides any comments on the plans and specifications under clause 7.2.3, the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.
- 7.2.6 The process set out in clauses 7.2.3 to 7.2.5 will apply until such time as the plans and specifications are approved by Council or are deemed approved pursuant to clause 7.2.7.
- 7.2.7 If Council does not give approval or provide any comments within the time prescribed in clause 7.2.3, the plans and specifications will be deemed approved.
- 7.2.8 Where a dispute arises between Council and the Owner as to the compliance, suitability or desirability of any part of a proposed Design, plan or specification, either party may give written notice to the other requiring a meeting of senior executives for the purpose of resolving the dispute. The meeting of senior executives must be:
- (a) convened within 5 Business Days after delivery of the written notice, or such other period as the parties may agree in writing;
  - (b) attended by senior officers of each party with authority to resolve the dispute on behalf of the relevant party;
  - (c) attended by the parties in good faith and with a view to resolving the dispute.

### **7.3 Approval of tender documentation for an Infrastructure Project**

- 7.3.1 If requested in writing by Council after the execution of this Agreement, the Owner must obtain the approval of Council of any tender documentation to be issued to the market in respect of each Infrastructure Project before such tender documentation is issued.
- 7.3.2 The Owner must give Council at least 10 Business Days to consider and review any tender documentation before such time as it is realised to the market.
- 7.3.3 The Owner:
- (a) must give effect to any changes or amendments required by Council to the construction drawings and specifications to be included in the tender documentation, unless there is a direct conflict between Council's requirement and the Approved Plans in this Agreement; and
  - (b) may, but is not obligated to, take into account any other comments Council may have on any tender documentation.

### **7.4 Variation of Approved Plans**

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

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## **8. Construction of Infrastructure Project**

The Owner agrees that in providing the Infrastructure Project:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Project;



8.1.2 Council has no responsibility for any costs incurred by the Owner in constructing the Infrastructure Project in accordance with this Agreement beyond the Agreed Infrastructure Project Value.

**8.2 Standard of work**

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

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

**8.3 Completion of an Infrastructure Project**

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

**8.4 Access to land**

Before accessing land owned by Council or a third party for the purpose of constructing the Infrastructure Project or for undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:

- 8.4.1 consent of the owner of land to access such land;
- 8.4.2 satisfied any condition of such consent;

8.5 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose and otherwise complying with all laws of the State of Victoria relating to health and safety.

8.6 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

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**9. Certificate of Practical Completion**

**9.1 Certificate of Practical Completion**

9.1.1 Council must issue a Certificate of Practical Completion for the Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council in its capacity as Development Agency, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.



- 9.1.2 In making any determination as to whether an Infrastructure Project has achieved Practical Completion, Council may, at its cost, seek technical advice from a third party.

**9.2 Procedure for Certificate of Practical Completion**

The Parties agree that:

- 9.2.1 upon the completion of the Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council all as-built plans and drawings, licences, warranties and insurance policies in connection with the Infrastructure Project;
- 9.2.2 within 14 days of receiving notice of the completion of the Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
  - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
  - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 9.2.5 Council may, notwithstanding any other provision in this Agreement, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.

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**10. Risk**

**10.1 Care of the Infrastructure Project**

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

**10.2 Insurance**

- 10.2.1 The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances to Council promptly upon request.



- 10.2.2 The Owner must ensure that Council's is noted as an interested party under any public liability or construction works insurance held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

**10.3 Maintenance Period of Infrastructure Projects**

- 10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.
- 10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.
- 10.3.3 If the Owner fails to rectify defects in accordance with clause 10.3.2, or the Infrastructure Project has not otherwise been completed in accordance with approved Designs, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner.
- 10.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the expiration of the Maintenance Period.

**10.4 Bank Guarantee**

The Owner agrees that:

- 10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and
- 10.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

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**11. Public Open Space**

**11.1 Open Space Land**

The Owner must provide the Open Space Land to Council:

- 11.1.1 in the manner required by Council comprising either a transfer or a vesting of the Open Space Land
  - 11.1.2 with all utility services available to the Open Space Land;
- and
- 11.1.3 on or before the relevant Provision Trigger if any is specified in Schedule 1 unless a later date is approved by Council;



11.1.4 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or

11.1.5 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

## 11.2 Environmental Assessment

The Owner covenants and agrees that prior to providing the Open Space Land to Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

## 11.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed in accordance with Schedule 3 subject only to Indexation.

## 11.4 Open Space Equalisation

11.4.1 The Owner agrees that its Public Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 3 being the amount specified in the schedule to clause 53.01 of the Planning Scheme.

11.4.2 The Parties agree that Open Space Equalisation is to be undertaken in the manner specified in Schedule 3.

11.4.3 The Parties agree that where an Equalisation Payment is to be paid, it must be paid by the time set out in Schedule 3.

11.4.4 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 3 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken –

(a) Council must pay to the Owner any amount that is identified as owing to the Owner; and

(b) the Owner must pay to Council any amount that is identified as owing to Council.

## 11.5 Council acknowledgement

The Parties acknowledge and agree that upon the Owner satisfying its obligations under clause 11 the Owner will have fulfilled its obligations under the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.



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**12. Credit and processing of credits**

**12.1 Credit**

The Parties agree that:

- 12.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value from the commencement of this Agreement;
- 12.1.2 the value of the Credit is subject to Indexation up to the day of the Provision Trigger;
- 12.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
  - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
  - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 12.1.4 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
  - (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
  - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

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**13. Localised Infrastructure**

The Parties acknowledge that:

- 13.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 13.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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**14. Further obligations of the Parties**

**14.1 Transaction costs**

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



**14.2 Notice and registration**

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

**14.3 Further actions**

The Owner:

- 14.3.1 must do all things necessary to give effect to this Agreement;
- 14.3.2 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
- 14.3.3 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.

**14.4 Fees**

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

- 14.4.1 Plan Checking Fee;
- 14.4.2 Supervision Fee;

as required under the *Subdivision Act 1988* and any regulations under that Act.

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

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

- 14.5.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 14.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 14.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

**14.6 Time for determining satisfaction**

If Council makes a request for payment of:

- 14.6.1 a fee under clause 14.4; or
- 14.6.2 any costs or expenses under clause 14.5;

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



**14.7 Interest for overdue money**

The Owner agrees that:

- 14.7.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date; and
- 14.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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**15. 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.

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**16. Owner's warranties**

- 16.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, it is not aware of any other person that has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 16.2 The Owner warrants that:
  - 16.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
  - 16.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

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**17. 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:

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

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**18. General matters**

**18.1 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:

- 18.1.1 personally on the other Party;



18.1.2 by leaving it at the other Party's Current Address;

18.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

18.1.4 by email to the other Party's Current Email.

**18.2 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.

**18.3 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.

**18.4 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.

**18.5 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.

**18.6 Governing law**

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

**18.7 Electronic Execution**

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

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**19. GST**

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

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

19.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 19.4 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.

19.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 19.3.



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**20. 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.

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**21. Amendment of Agreement**

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

21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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**22. Ending of Agreement**

22.1 This Agreement ends:

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

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

22.2 Notwithstanding clause 22.1, 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.

22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.1 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

22.5 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.

22.6 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.

22.7 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.



## Schedule 1

### Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project	Extent of Works	Agreed Infrastructure Project Value (\$FY2019/20)	Provision Trigger
IN-PD-02	Craigieburn Road/ Electricity easement – Pedestrian/ cyclist operated signalised crossing.	Construction	\$317,409	Prior to issue of Statement of Compliance for Stage 19





Maddocks

### Schedule 3

#### Open Space Land

Address / PSP Property ID)	Net Developable Area as per PSP (ha)	Quantum of Open Space as per PSP (ha)	Land Value Rate (\$ per hectare) \$FY2019/20	Open Space Land Value \$FY2019/20	Required Passive Public Open Space Contribution (4.47% of Residential NDA) (ha)	Value of Required Open Space \$FY2019/20	Total Equalisation Payment <sup>1</sup> \$FY2019/20
180 Craigieburn Road, Wollert (Property 20)	40.00	4.96	\$975,000	\$4,836,000	1.788	\$1,743,300	\$3,092,700
<b>Total Equalisation Payment</b>							\$3,092,700 (payable to the Owner)
<b>Averaged Equalisation Payment ( Equalisation Payment/ NDA)</b>							\$77,317.50 per Net Developable Hectare to be paid before the issue of a Statement of Compliance for any Stage.



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## Schedule 4

### Maintenance Period of the Infrastructure Project

Infrastructure Type	Maintenance Period
Soft landscaping	As per Planning Permit
Works	3 months

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ALL INFORMATION ONLY



## Schedule 5

### Subject Land

Address	PSP Property ID Number	Land	Mortgage Y/N	Planning Permit Ref
180 Craigieburn Road, Wollert	20	Certificate of Title Volume 12210 Folio 505	N	716991
180 Craigieburn Road, Wollert	20	Certificate of Title Volume 12210 Folio 506	N	716991
180 Craigieburn Road, Wollert	20	Certificate of Title Volume 12210 Folio 507	N	716991



## Signing Page

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

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

  
.....  
Signature of Delegate

Justin O'Meara  
.....  
Full name (print)

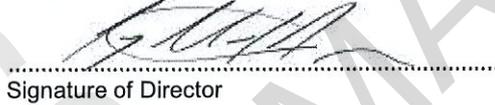
Director Planning + Development  
.....  
Position held (print)

  
.....  
Signature of Delegate

George Sauran  
.....  
Full name (print)

Manager Strategic Planning + Economic  
Development  
.....  
Position held (print)

Executed by Greenwells Wollert Pty Ltd ACN 128 )  
803 092 in accordance with s 127(1) of the )  
Corporations Act 2001:

  
.....  
Signature of Director

Larry Mahaffy  
.....  
Print full name

  
.....  
Signature of Director/Company Secretary

Carl Thompson  
.....  
Print full name



ALL INFORMATION ONLY

# Imaged Document Cover Sheet

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

Document Type	<b>Plan</b>
Document Identification	<b>PS906433S</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>29/10/2025 09:14</b>

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

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS906433S</b>	
<b>LOCATION OF LAND</b>  PARISH: <b>WOLLERT</b> TOWNSHIP: --- SECTION: <b>18</b> CROWN ALLOTMENT: --- CROWN PORTION: <b>1 (PART)</b> TITLE REFERENCE: <b>Vol.12519 Fol.735</b>  LAST PLAN REFERENCE: <b>Lot GG on PS902268C</b>  POSTAL ADDRESS: <b>180 Craigieburn Road</b> (at time of subdivision) <b>WOLLERT VIC 3750</b>  MGA 2020 CO-ORDINATES: E: <b>324 660</b> ZONE: <b>55</b> (of approx centre of land in plan) N: <b>5 836 050</b>		Council Name: <b>Whittlesea City Council</b>  Council Reference Number: <b>PLN-39490</b> Planning Permit Reference: <b>719340</b> SPEAR Reference Number: <b>S198539M</b>  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: <b>02/10/2023</b>  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: <b>Renee Kueffer</b> for Whittlesea City Council on <b>01/05/2025</b>  <b>Statement of Compliance</b> issued: <b>03/06/2025</b>  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
Road R1	Whittlesea City Council			
Reserve No.'s 1 - 4	Whittlesea City Council			
Reserve No 5	AusNet Electricity Services Pty Ltd			
<b>NOTATIONS</b>				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision. Planning Permit No. 719340				
LYNDARUM NORTH - Release 19 Area of Release: <b>2.874ha</b> No. of Lots: <b>24 Lots &amp; Balance lot PP.</b>				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
EASEMENT E-1 HAS BEEN OMITTED FROM THIS PLAN				
E-2	Transmission of Electricity	See Diag.	Inst. E186570	State Electricity Commission of Victoria
E-3	Carriageway, Drainage, Sewerage, Supply of Water, Gas, Electricity and Transmission of Telecommunication Signals by Underground Cables.	See Diagram	PS836038M	Whittlesea City Council
	Sewerage & Water Supply			Yarra Valley Water Corporation
	Power Line		PS836038M Section 88 Electricity Industry Act 2000	AusNet Electricity Services Pty Ltd
SEE SHEET 2 FOR CONTINUATION				
<b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorss.com.au		SURVEYORS FILE REF: Ref. 20225-S19 Ver. 6  Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (6), 10/04/2025, SPEAR Ref: S198539M		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 8  Land Use Victoria Plan Registered 01:59 PM 06/06/2025 Assistant Registrar of Titles

PS906433S

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4	Transmission of Electricity	See Diagram	Inst. E186570	State Electricity Commission of Victoria
	Carriageway, Drainage, Sewerage, Supply of Water, Gas, Electricity and Transmission of Telecommunication Signals by Underground Cables.		PS836038M	Whittlesea City Council
	Sewerage & Water Supply			Yarra Valley Water Corporation
	Power Line		PS836038M Section 88 Electricity Industry Act 2000	AusNet Electricity Services Pty Ltd

EASEMENTS E-5 & E-6 HAVE BEEN OMITTED FROM THIS PLAN

E-7	Carriageway, Drainage, Sewerage, Supply of Water, Gas, Electricity and Transmission of Telecommunication Signals by Underground Cables.	See Diagram	PS836038M	Whittlesea City Council
	Sewerage & Water Supply			Yarra Valley Water Corporation
	Power Line		PS836038M Section 88 Electricity Industry Act 2000	AusNet Electricity Services Pty Ltd
	Carriageway		PS829700Y	Lot 1 on PS829700Y

EASEMENTS E-8 TO E-14 HAVE BEEN OMITTED FROM THIS PLAN

E-15	Transmission of Electricity	See Diagram	Inst. E186570	State Electricity Commission of Victoria
	Sewerage		PS902268C	Yarra Valley Water Corporation



Urban Development | Built Environments | Infrastructure  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Digitally signed by: Mark Peter Grey, Licensed Surveyor,  
 Surveyor's Plan Version (6),  
 10/04/2025, SPEAR Ref: S198539M

ORIGINAL SHEET  
 SIZE: A3

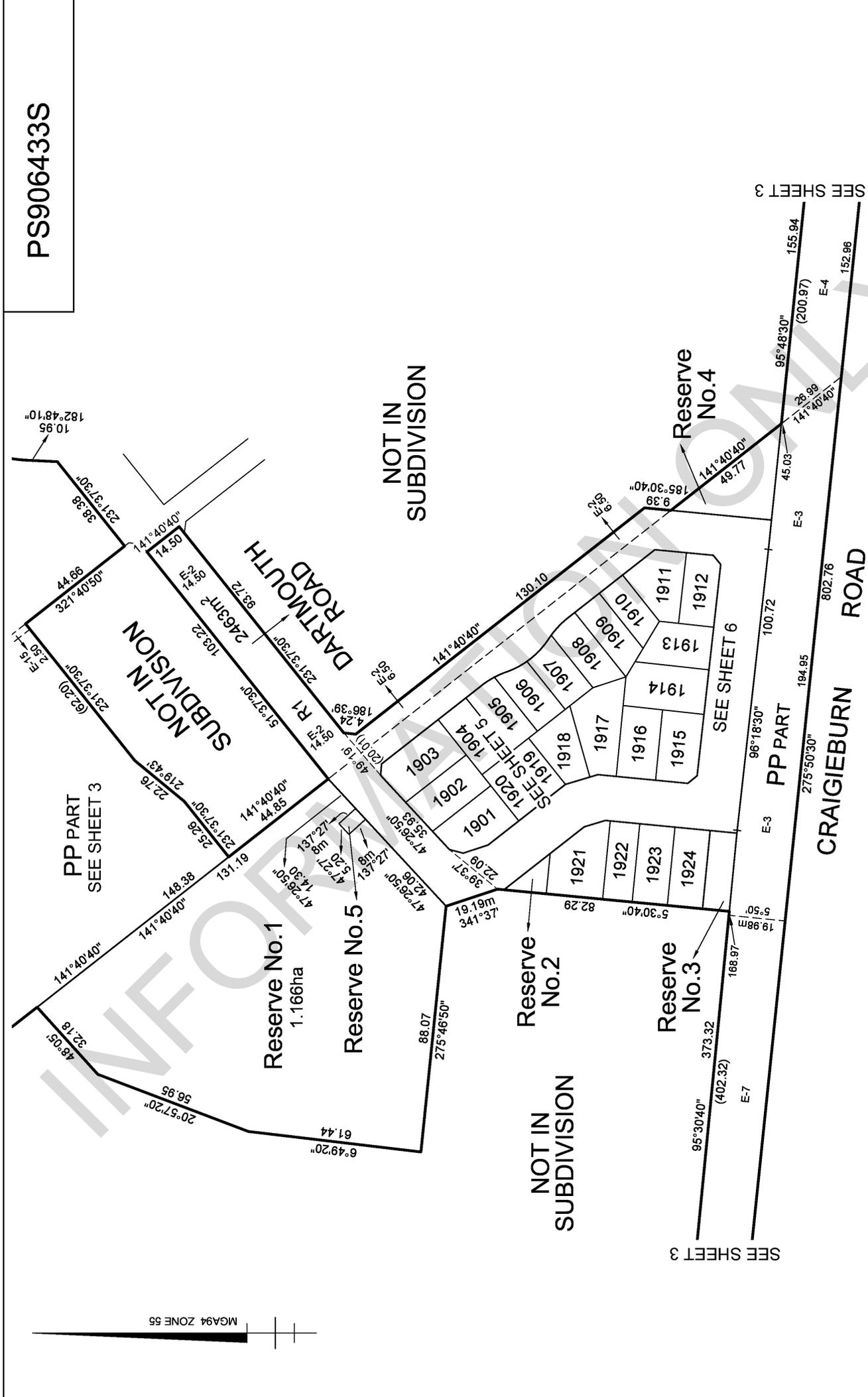
Ref. 20225-S19  
 Ver. 6

SHEET 2

Digitally signed by:  
 Whittlesea City Council,  
 01/05/2025,  
 SPEAR Ref: S198539M

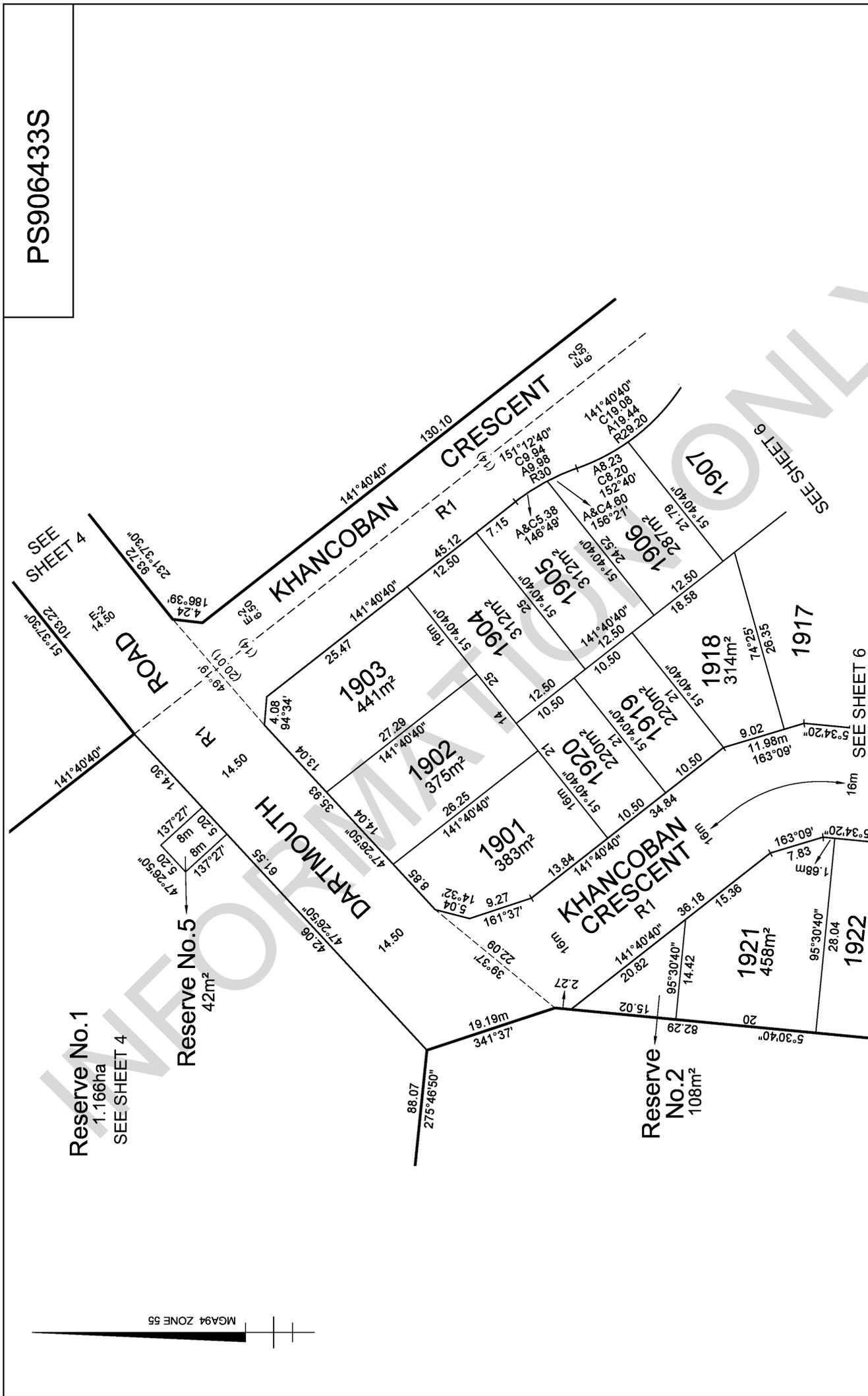


PS906433S



<p><b>TAYLORS</b>                  Urban Development   Built Environments   Infrastructure                  8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168                  Tel: 61 3 9501 2800   Web: taylors.com.au</p>	SCALE 1:1250	LENGTHS ARE IN METRES 0 12.5 25 37.5 50	ORIGINAL SHEET SIZE: A3	Ref. 20225-S19 Ver. 6	SHEET 4
	Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (6), 10/04/2025, SPEAR Ref: S198539M				
Digitally signed by: Whittlesea City Council, 01/05/2025, SPEAR Ref: S198539M					

PS906433S



Reserve No.1  
1.166ha  
SEE SHEET 4

Reserve No.5  
42m²

Reserve  
No.2  
108m²



<p>SCALE 1:500</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref. 20225-S19 Ver. 6</p>	<p>SHEET 5</p>
	<p>Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (6), 10/04/2025, SPEAR Ref: S198539M</p>		
<p>Digitally signed by: Whittlesea City Council, 01/05/2025, SPEAR Ref: S198539M</p>			

**TAYLORS**  
 Urban Development | Built Environments | Infrastructure  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au



PS906433S

**CREATION OF RESTRICTION 'A'**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

**BURDENED LAND:** See Table 1 below.

**BENEFITED LAND:** See Table 1 below.

**RESTRICTION:**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the road alignment at the front of the lot.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
3. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling or commercial building other than any dwelling or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it become available.
4. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of any wall above the ground level of a dwelling on a corner lot which is constructed:
  - (i) less than 900mm from the external facade of the ground level that faces a side street; or
  - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes to that of the ground floor wall.
5. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house other than a dwelling house with at least one side of the dwelling with a minimum clearance of 1.0m from the side boundary.

**TABLE 1**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1901	1902, 1920
1902	1901, 1903, 1904, 1920
1903	1902, 1904
1904	1902, 1903, 1905, 1919, 1920
1905	1904, 1906, 1918, 1919
1908	1907, 1909, 1917
1909	1908, 1910, 1913, 1914
1911	1910, 1912, 1913
1912	1911, 1913
1913	1909, 1910, 1911, 1912, 1914
1914	1909, 1913, 1915, 1916, 1917
1915	1914, 1916
1916	1914, 1915, 1917
1917	1907, 1908, 1914, 1916, 1918
1918	1905, 1906, 1907, 1917, 1919
1921	1922
1923	1922, 1924
1924	1923



**Urban Development | Built Environments | Infrastructure**  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: [taylorss.com.au](http://taylorss.com.au)

Digitally signed by: Mark Peter Grey, Licensed Surveyor,  
 Surveyor's Plan Version (6),  
 10/04/2025, SPEAR Ref: S198539M

ORIGINAL SHEET  
 SIZE: A3

Ref. 20225-S19  
 Ver. 6

SHEET 7

Digitally signed by:  
 Whittlesea City Council,  
 01/05/2025,  
 SPEAR Ref: S198539M

**PS906433S**

**CREATION OF RESTRICTION 'B'**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

**BURDENED LAND:** Lots 1901 to 1924 on this plan.  
**BENEFITED LAND:** Lots 1901 to 1924 on this plan.

**RESTRICTION:**

The registered proprietors for the time being of any burdened lot to which this restriction applies must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert JV Nominee Pty Ltd and further development approval from Whittlesea City Council.
2. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by Wollert JV Nominee Pty Ltd and prepared in accordance with the Lyndarum North Design Guidelines and then only in compliance with any condition imposed by Wollert JV Nominee Pty Ltd in respect of that approval.

Expiry Date : 19th November 2030.

**CREATION OF RESTRICTION 'C'**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

**LAND TO BE BURDENED:** See Table 2 below.  
**LAND TO BENEFIT:** See Table 2 below.

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code (SLHC) "TYPE A" incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it become available.

**TABLE 2**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1906	1905, 1907, 1918
1907	1906, 1908, 1917, 1918
1910	1909, 1911, 1913
1919	1904, 1905, 1918, 1920
1920	1901, 1902, 1904, 1919
1922	1921, 1923



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 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: [taylorss.com.au](http://taylorss.com.au)

Digitally signed by: Mark Peter Grey, Licensed Surveyor,  
 Surveyor's Plan Version (6),  
 10/04/2025, SPEAR Ref: S198539M

ORIGINAL SHEET SIZE: A3	Ref. 20225-S19 Ver. 6	SHEET 8
Digitally signed by: Whittlesea City Council, 01/05/2025, SPEAR Ref: S198539M		

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1194276

## APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA

MELBOURNE

## VENDOR

POLLOZHANI HOMES PTY LTD

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

366904

This certificate is issued for:

LOT 1908 PLAN PS906433 ALSO KNOWN AS 14 KHANCOBAN CRESCENT WOLLERT  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

29 October 2025

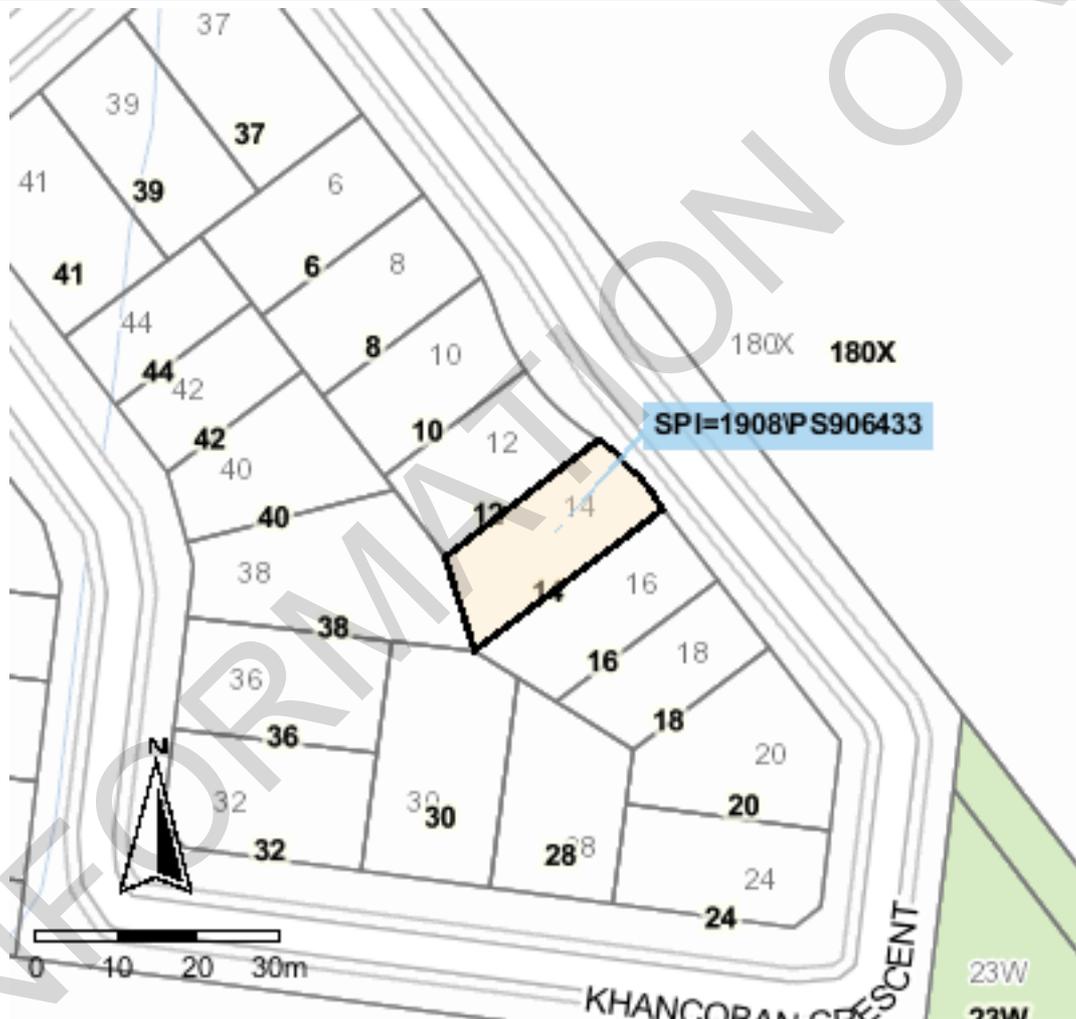
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 5th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

14 KHANCOBAN CRESCENT, WOLLERT 3750  
CITY OF WHITTLESEA

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

Date of issue: 5th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

<b>Date of issue</b> 30/10/2025	<b>Assessment No.</b> 1290899	<b>Certificate No.</b> 177851	<b>Your reference</b> 78585821-016-9
------------------------------------	----------------------------------	----------------------------------	---

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 14 Khancoban Crescent WOLLERT 3750

**Description:** LOT: 1908 PS: 906433S

**AVPCC:** 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$320,000	\$320,000	\$16,000

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

### 1. Rates, charges and other monies:

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

#### Rates & charges

General rate levied on 01/07/2025	\$756.59
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$55.36
Arrears to 30/06/2025	\$0.00
Interest to 30/10/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates &amp; charges due:</i>	<b>\$947.95</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$947.95</b>
--	-----------------

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### **Interest penalty on late payments**

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

## 6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

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

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

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

---

Payment can be made using these options.

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www.whittlesea.vic.gov.au  
Ref 1290899



Phone 1300 301 185  
Ref 1290899



Biller Code 5157  
Ref 1290899

29th October 2025

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA

Dear Anthony's Solicitors C/- InfoTrack (Smokeball) C/- ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	14 KHANCOBAN CRESCENT WOLLERT 3750
<b>Applicant</b>	Anthony's Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
<b>Information Statement</b>	30985844
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	366904

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	14 KHANCOBAN CRESCENT WOLLERT 3750
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	14 KHANCOBAN CRESCENT WOLLERT 3750
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

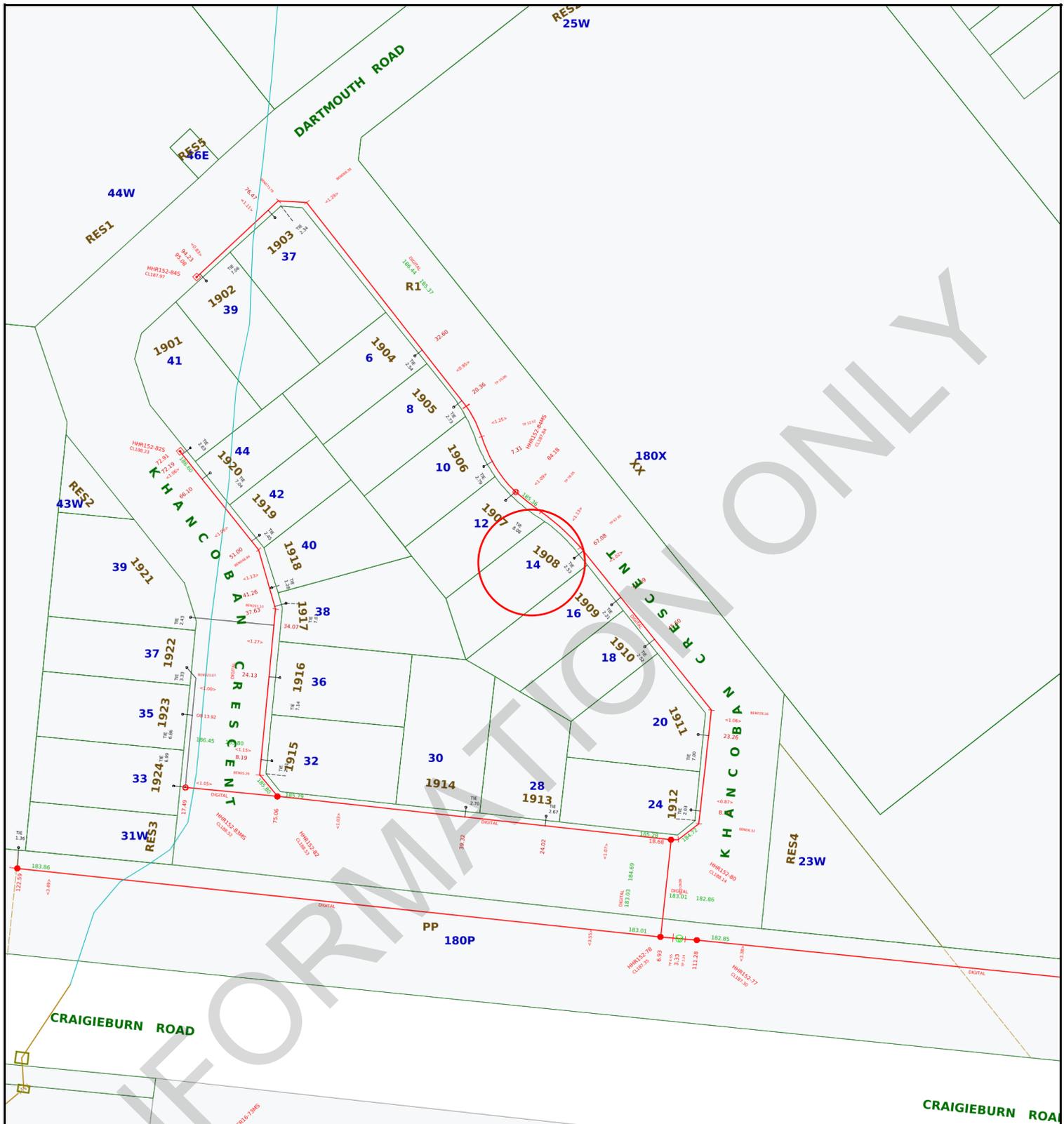
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30985844**

<b>Address</b>	14 KHANCOBAN CRESCENT WOLLERT 3750
<b>Date</b>	29/10/2025
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

5th August 2025

**Application ID: 688264**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

<b>Product</b>	<b>Qty</b>
20mm Potable Pressure Limiting Valve (PLV)	1
20mm Recycled Pressure Limiting Valve (PLV)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1530115

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

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

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

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

## **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Water's meter installation contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's meter installation contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's meter installation contractor on 1300 190 538. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Yarra Valley Water's meter installation contractor.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's meter installation contractor can be contacted on 1300 190 538. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply. The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's meter installation contractor can be contacted on 1300 190 538. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

## **REMOVAL OF WATER METERS**

Only Yarra Valley Water's meter installation contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

## **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

### **RECYCLED WATER CONDITIONS**

#### **Supplementary Conditions of Connection for Class A Recycled Water**

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

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

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

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

#### **Recycled Water Supply**

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

Until Class A recycled water becomes available in the recycled water pipes, the property will be

supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

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

INFORMATION ONLY

## 1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

For further details, please email [recycledwater@yvw.com.au](mailto:recycledwater@yvw.com.au).

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

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

### 3.2. Rainwater Tanks

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

### 3.3. External Taps – Residential

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

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

#### 3.4. External Taps – Non-Residential

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

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

### 3.5. Laundry Use

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

### 3.6. Irrigation Systems

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

tested.

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

### 3.7. Regulatory Prohibition Hybrid Signs

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

## 4. Uses of Recycled Water

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

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> <li>• Boiler feed water</li> <li>• Process water</li> <li>• Wash-down water</li> <li>• Dust suppression</li> </ul>	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

## 5. Plumbing Standards

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

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

## 6. Inspections For Recycled Water Plumbing Works

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

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

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

### (b) R2 – All internal pipework prior to plastering

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

### (c) R3– Commissioning prior to occupancy

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

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

**For inspection related enquiries:**

**Email: [rwplumbinginspection@yvw.com.au](mailto:rwplumbinginspection@yvw.com.au)**

**Phone: 9872 2518**

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

## 7. Temporary Cross Connections

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

## 8. Tappings

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

## 9. Locking Device

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

## 10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

**11. Stolen Meters**

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

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

## **12. Owner's Responsibility**

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

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

12.2. For Irrigation Systems:

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

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

## **SEWER**

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

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

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

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 6577723715  
**Rate Certificate No:** 30985844

**Date of Issue:** 29/10/2025  
**Your Ref:** 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 KHANCOBAN CRES, WOLLERT VIC 3750	1908\PS906433	5325575	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Usage Charge		\$0.00	\$0.00
Residential Recycled Water Usage Charge		\$0.00	\$0.00
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$66.16
	<b>Total for This Property</b>		\$141.56



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Recycled water is available at this property**

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

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

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

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**Property No:** 5325575

**Address:** 14 KHANCOBAN CRES, WOLLERT VIC 3750

**Water Information Statement Number:** 30985844

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 65777237151

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / ANTHONYS SOLICITORS

<b>Your Reference:</b>	25/865
<b>Certificate No:</b>	93938985
<b>Issue Date:</b>	29 OCT 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 14 KHANCOBAN CRESCENT WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50413548	1908	906433	12617	81	\$467.25

**Vendor:** POLLOZHANI HOMES PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
GREENWELLS WOLLERT PTY LTD	2025	\$37,900	\$968.81	\$0.00	\$467.25

**Comments:** Land Tax of \$968.81 has been assessed for 2025, an amount of \$501.56 has been paid. 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
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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):	\$37,900
SITE VALUE (SV):	\$37,900
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$467.25</b>

# Notes to Certificate - Land Tax

Certificate No: 93938985

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$37,900

Calculated as \$0 plus ( \$37,900 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$379.00

Taxable Value = \$37,900

Calculated as \$37,900 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 93938985

### 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: 93938985

### 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



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/865
Certificate No:	93938985
Issue Date:	29 OCT 2025
Enquires:	ESYSPROD

**Land Address:** 14 KHANCOBAN CRESCENT WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50413548	1908	906433	12617	81	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
N/A	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$37,900
SITE VALUE:	\$37,900
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93938985

## 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



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/865
Certificate No:	93938985
Issue Date:	29 OCT 2025

**Land Address:** 14 KHANCOBAN CRESCENT WOLLERT VIC 3750

Lot	Plan	Volume	Folio
1908	906433	12617	81

**Vendor:** POLLOZHANI HOMES PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

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

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 93938985

## 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: 93938983

### 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: 93938983

### 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.