

Contract of Sale of Real Estate

**Property: 41 Bayview Walk, Thornhill Park VIC
3335**

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE – PARTICULARS OF SALE

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

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling off Period | Section 31
Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

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

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 authority of a person signing -

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

must be noted beneath the signature.

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

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

SIGNED BY THE PURCHASER

.....
 On

Print name(s) of person(s) signing

State nature of authority if applicable

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

SIGNED BY THE VENDOR

.....
 on

Print name(s) of person(s) signing: Andrew Gareth Kinder

State nature of authority, if applicable:

PARTICULARS OF SALE

Vendor's Estate Agent

Harcourts Rata & Co
1/337 Settlement Road Thomastown VIC 3074
Phone: 03 9436 6888
Email: sold@rataandco.com.au
Agent:

Vendor

Andrew Gareth Kinder

Vendor's Legal Representative

Othman Lawyers
1, 27 – 33 Raglan Street, SOUTH MELBOURNE VIC 3205
Phone: (03) 9124 3771
Email: rema@othman.com.au ref: RO:GE:20261771

Purchaser

Purchaser's Legal Representative

of
Phone:
Email:

Property Address

41 Bayview Walk, Thornhill Park VIC 3335

Land

The land in **Lot 2877** on **Plan 816931B** as more particularly described in certificate of title **Volume 12381 Folio 406**

**And as described in the copy title(s) and plan(s) as attached to the Vendor's Statement. The land includes all improvements and fixtures.*

Goods (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and fixtures and fittings as inspected on the Day of Sale.

PAYMENT

Price

Deposit _____ Payable on the Day of Sale
(of which \$ _____ has been paid)

Balance _____ payable at settlement

GST (general condition 19)

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

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

SETTLEMENT (general condition 17)

Is due on

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

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

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are attached.

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *sale of land act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

LOAN (general condition 20)

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

Lender:

Loan amount: No more than _____ approval date: _____

BUILDING REPORT

- General condition 21 applies only if the box is checked

PEST REPORT

- General condition 22 applies only if the box is checked

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

Special Conditions

SPECIAL CONDITIONS

As the contract is subject to 'special conditions' then particulars of the Special Conditions are:

1. INTERPRETATION

- (a) In the interpretation of this contract where the context permits:
 - (i) words importing either gender shall be deemed to include the other gender;
 - (ii) words importing the singular number shall be deemed to include the plural and vice versa;
 - (iii) expressions importing a natural person include a corporation and vice versa;
 - (iv) a covenant agreement warranty obligation liability or similar on the part of two or more persons binds each of them jointly and severally;
 - (v) headings or margin notes in this contract are for ease of reference only and do not affect the meaning or interpretation of this contract;
 - (vi) this contract cannot be varied except by a subsequent document executed by the parties or their legal representatives expressed to vary or be made in substitution for this contract.
- (b) If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.
- (c) Where two or more persons are named as a party to this contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally.
- (d) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this contract.
- (e) Any term of this contract that remains to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the property but will continue to have full force and effect.

2. VARIATIONS TO GENERAL CONDITIONS

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

- 2.1 General Condition 4 is amended by the addition of a last sentence as follows:

“Any such nomination shall be completed to the reasonable satisfaction of the vendor or their representatives at the expense of both the purchaser and the nominees and in addition may only be effected if the purchaser is not in default pursuant to this contract and provided that notice is received by the vendor’s representatives no later than twelve (12) days before the Settlement.”

2.2 General Condition 4 is amended by adding a paragraph as follows:

“The purchaser must pay to the vendor a fee of \$227.00 being the additional cost incurred by the vendor in effecting the nomination.”

2.3 General Condition 5.1 shall be amended and read as follows:

“The purchaser buys the property subject to:

- (a) *any encumbrance shown in the vendor's Statement other than mortgages or caveats;*
- (b) *any reservations in the crown grant;*
- (c) *any implied or apparent easements; and*
- (d) *any lease licence and/or agreement referred to in the particulars of sale.”*

2.4 General Condition 5.2 is hereby amended to read as follows:

“The purchaser indemnifies the vendor against all obligations under any lease licence and/or agreement that are to be performed by the landlord after settlement.”

2.5 General Condition 6.1 is amended to read:

“The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.”

2.6 General Conditions 6.2 is deleted.

2.7 General Condition 9 is deleted.

2.8 General Condition 15.1 is amended to read:

“This general condition only applies if the purchaser/s make payment of the deposit by way of deposit bond.”

2.9 General Condition 17.1(b)(i) is amended to read:

“provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and”

2.10 General Condition 17.2 is amended to read:

“Settlement shall take place no later than 5:00pm Melbourne time on the settlement date failing which settlement shall be deemed to take place on the next business day.”

2.11 General Condition 19.3 is amended to read as follows:

“If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies. The vendor may provide a tax invoice to the purchaser for the GST including any additional penalties and interest payable in relation to this contract and the purchaser must pay the tax invoice within 14 days.”

2.12 General Condition 19.5 is amended by the insertion of the following:

“(d) If:

(i) The vendor and purchaser are mistaken, and the sale of the land under this contract is not a supply that satisfies the description in (a) above; or

(ii) The purchaser breaches the warranty given in (b) above

Then the vendor may, by notice in writing to the purchaser and at any time within seven (7) years of the date of supply of the land to the purchaser, direct that the price is to be increased as provided under (e) below and the amount of that increase in the price will constitute a debt due and payable by the purchaser to the vendor (or as otherwise specified by the vendor in the notice under this clause (d)).

(e) If any GST within the meaning of the GST Act is payable (at any time) by the vendor in respect of the supply of the land to the purchaser, then the price specified in this contract (the optional price) is to be increased so that the vendor receives from the purchaser an amount (the increase price) which, after subtracting the GST liability of the Vendor on that increased price (including any interest and costs) results in the vendor retaining the original price after payment of that GST liability (and any interest and costs).

(f) This special condition (including the warranty under (b) is an enduring special condition which survives the day of supply of the land to the purchaser and survives the termination of this contract. The rights and obligations of the parties under this special condition endure for seven years from and including the day of supply of the land to the purchaser.”

2.13 General Condition 20.2(C) is amended to read:

“serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor by 5:00pm on the approval date or any later date allowed by the vendor; and”

2.14 General Condition 21.2 is amended from 14 days to 7 days.

2.15 General Condition 22.2 is amended from 14 days to 7 days.

2.16 General Condition 23 is amended; Periodic outgoings excludes amounts under section 10G of Sale of Land Act 1962.

2.17 General Condition 23.3 is amended to read:

“the purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23. The certificates used by the purchaser to calculate the adjustments must not be older than 90 days from the date of issue. In the event the certificates are ‘expired’, the purchaser must order current certificates and provide them to the vendor prior to settlement.

2.18 General Condition 23 is amended by adding a Special Condition 23.4:

“the purchaser agrees to provide the vendor the Statement of Adjustments and certificates no less than three (3) business days before settlement otherwise of the purchaser fails to deliver the Statement of Adjustments and certificates to the vendor’s representative on or before the delivery date then without prejudice to the vendor’s other rights:

- (a) *The vendor may reschedule settlement to occur three business days after receipt of the Statement of Adjustments and certificates.*

2.19 General Condition 27 is amended by:

- (a) amending General Condition to read as follows:

“A cooling off notice under Section 31 of the Sale of Land Act or a notice under General Condition 20 [loan approval], 21 [building report] or 22 [pest report] must immediately be served on the vendor’s legal practitioner, or conveyancer.

- (b) Replacing General Condition 27.3 with the following:

“For the purpose of General Condition 27, email is an acceptable form of service which is taken to have been served at the time of receipt as provided in section 13A of the Electronic Transaction (Victoria) Act 2000, provided that the email served is: rema@othman.com.au

- (c) Deleting General Condition 27.4.

2.20 General Condition 28 does not apply to amounts under section 10G or 10H of Sale of Land Act 1962.

2.21 General Condition 28.3 is amended to read:

“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.

2.22 General Conditions 31.4 to 31.6 are deleted.

2.23 General Condition 32 is amended by adding the following new paragraph at the end of the Condition:

“The purchaser acknowledges that the following items constitute ‘a reasonably foreseeable loss’:

- (a) *The costs of obtaining bridging finance to complete the vendor’s purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;*
- (b) *Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;*
- (c) *Accommodation expenses necessarily incurred by the vendor;*
- (d) *The vendor’s legal costs and expenses as between conveyancer and client incurred due to the breach, including the cost of issuing any default notice agreed at \$895.00 inclusive of GST;*
- (e) *Penalties payable by the vendor to a third party through any delay in completion of the vendor’s purchase of another property; and*
- (f) *All sums payable to a Real Estate Agent including commissions, advertising, marketing and any other fees.*

2.24 General Condition 33 is amended to read as follows:

“If the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 6% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the vendor.”

3. ACKNOWLEDGMENTS AND WHOLE AGREEMENT

- 3.1 The purchaser acknowledges that prior to signing of this contract or any other documents relating to this sale, the purchaser received a Vendor's Statement.
- 3.2 This contract contains all agreements made by and between the vendor and the purchaser in relation to the sale of the property. Any promise condition representation or warranty which may have been made by the vendor or by any person on behalf of the vendor and which is not set out in this contract is hereby expressly negated and withdrawn. This condition shall enure for the benefit of the vendor and the vendor's estate agent and their respective employees agents and contractors.
- 3.3 The purchaser acknowledges that any of the matters referred to in 3.2 above cannot be relied upon by the purchaser before, during or after the signing of this contract.

4. AUCTION RULES

The property may be offered for sale by auction, subject to the vendor's reserve price. The Rules for the Conduct of the Auction shall be as set out in the Schedules of the *Sale of Land Regulations 2005* or any rules prescribed by regulation which modify or replace those rules, and in particular the Purchaser acknowledges and agrees :

- i) In the case of one vendor, the auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- ii) If, the property at this auction is co-owned by two or more vendors. One or more (but not all) of the vendors may intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer. Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
- iii) The auctioneer may refuse any bid.
- iv) The auctioneer may determine the amount by which the bidding is to be advanced.
- v) The auctioneer may withdraw the property from sale at any time.
- vi) The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
- vii) In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
- viii) The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

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

5. PURCHASER'S WARRANTY IN RELATION TO CONTRACTUAL CAPACITY

5.1 The purchaser hereby warrants to the vendor that:

- (i) it is empowered to enter this contract and can do so without consent or approval from any other person or has already obtained that consent or approval; and
- (ii) it is not prohibited by or under any law (including the Foreign Acquisitions and Takeovers Act 1975) from entering into or completing this contract.

5.2 If there is any breach of the warranties in this Special Condition 4.1, the vendor may end this contract at its absolute discretion and the deposit paid pursuant to this contract will be forfeited. The purchaser must also indemnify the vendor against any penalties, fines, legal costs, costs in relation to the resale of the property, claims, loss and/or damage suffered by the vendor as a result of breaching this warranty.

5.3 This Special Condition will not merge on settlement.

6. FURTHER ACKNOWLEDGEMENT AND WARRANTY

(a) The purchaser acknowledges and declares that:

- (i) prior to paying any money or signing any document in relation to this sale the purchaser received a copy of this contract and a statement required by Section 32 of the *Sale of Land Act 1962* in relation to the property;
- (ii) the purchaser has had the option of obtaining independent legal advice prior to signing this contract;
- (iii) the land offered for sale and inspected by the purchaser is identical to that described in this contract, the vendor's Statement and its attached title documents;
- (iv) the purchaser had sufficient opportunity before signing this contract to carry out its own investigations and enquiries in relation to the property including without limitation:
 - (A) the suitability of the property for any use;
 - (B) any restrictions imposed on the property and/or its improvements and/or in relation to its use and its improvements;
 - (C) the existence and/or the location of any encumbrances;
 - (D) the location, the condition and state of repair, and legal compliance of any buildings, improvements, fixtures and/or goods;
 - (E) whether any buildings, improvements, fixtures and/or goods are constructed over any easements;
 - (F) whether there is any issues of contamination which may materially diminish the value of the property and/or may affect any use of the property or any

neighbouring property;

(G) the cost of connection or reconnection of the services.

(v) the purchaser is satisfied with the property in its own investigations and enquiries therein.

(b) The purchaser hereby declares that it accepts and purchases the property in its present condition subject to any defects and restrictions and agrees that the vendor is not obliged or required to carry out any work on or to the property except otherwise provided for in this contract. The purchaser is not to make any requisition or objection or delay settlement or rescind the contract nor be entitled to any compensation from the vendor in respect thereof.

(c) The purchaser warrants to the vendor that it enters into this contract in sole reliance on its own inspection of and enquiries relating to the property and does not enter into this contract solely on the basis of the information in the Vendor's Statement.

7. STAMP DUTY – MULTIPLE PURCHASERS

6.1 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 (the proportions).

6.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

6.3 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 the contract.

6.4 This Special Condition will not merge on the transfer of the land.

8. FOREIGN INVESTMENT REVIEW BOARD APPROVAL – PURCHASER WARRANTY

8.1 The purchaser warrants that one of the following apply:

(a) The purchaser:

(i) Is NOT required to provide notice of the entering into this contract or the purchase of the property to the Foreign Investment Review Board or any other relevant authority;

(ii) Does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract.

(c) **OR**

(b) The purchaser has obtained any necessary consent or approval for the Foreign Investment Review Board and any other relevant authority to the purchase of the property by the purchaser on the terms and conditions set out in this contract.

- 8.2 If the warranty in this Special Condition 7 is untrue in any respect, the purchaser is liable for and indemnifies the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on that warranty.

9. TRANSFER OF LEASES, LICENCES AND AGREEMENTS

- 9.1 The purchaser is solely responsible for the transfer of any lease licence and/or agreement and the preparation of all necessary transfer documents at its own cost, at least ten (10) days prior to settlement.
- 9.2 The purchaser agrees and acknowledges that an original document referred to in this Special Condition, if applicable, may not be available and the purchaser will not require delivery of such and make no objection or requisition in this regard.
- 9.3 The purchaser agrees that if a licence agreement has been granted then General Condition 23 is amended to alter the date of adjustment from the settlement date to the date of possession.

10. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 10.1 This Special Condition applies if:

- (a) The contract is signed on or after 1 July 2017;
- (b) The market value of the property is \$750,000.00; and
- (c) The transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

- 10.2 If this Special Condition applies, then every vendor under this contract shall be deemed a Foreign Tax Resident for the purposes of this Special Condition and the purchaser shall be entitled to withhold 12.5% (or any other withholding rate defined in the *Taxation Administration Act 1953 (Cth)* as amended from time to time) of the market value UNLESS each vendor provides to the purchaser, on or before settlement, a Foreign Resident Capital Gains Withholding Clearance Certificate or document issued by the Australian Taxation Office evidencing variation of the amount. The specified period in the Clearance Certificate must include the actual date of settlement.

- 10.3 The amount is to be deducted from the vendor's entitlement to the contract consideration.

- 10.4 If the purchaser is required to pay the Commissioner pursuant to this Special Condition, the purchaser must:

- 9.4.1 Engage a legal practitioner or conveyancer to conduct all legal aspects of settlement, including the performance of the purchaser's obligations on this Special Condition;
- 9.4.2 Ensure that the representative does so.

- 10.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) Provide the vendor with evidence confirming they are in possession of a valid Purchaser Payment Notification form containing a payment reference number issued by the Australian Taxation Office one business day before settlement;
- (b) Pay or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from monies under the control

or direction of the representative in accordance with this Special Condition if the sale of the property settles;

- (c) Promptly provide the vendor with proof of payment; and
- (d) Otherwise comply, or ensure compliance with, this Special Condition.

10.6 The purchaser will remain liable for the payment of the withholding amount and shall be responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount and the vendor shall retain an equitable interest in the property sold until all tax withholding amounts, interest, penalties, costs and all other money due to the Australian Taxation Office on behalf of the vendor has been paid in full. This Special Condition will not merge at settlement.

11. GST WITHHOLDING

In accordance with section 14-255 Schedule 1 of the *Taxation Administration Act 1953* (Cth) (**the Act**), take this as notice that the Purchaser/recipient is not required to make a payment under section 14-250 of the Act in relation to the supply of the Property.

In the event that section 14-255(1) of the Act applies to the supply of the Property, the Vendor will give the Purchaser/recipient the written notice required by that section at least seven (7) days before settlement.

If section 14-250 of the Act requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the Vendor and pay it to the Commissioner, the Purchaser must:

- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum; and
- (b) at settlement, comply with section 16-30(3) of the Act by making an electronic or by giving the vendor payment a bank cheque payable to the Commissioner for the withholding sum; or
- (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.

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

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

– The rest of this page is left intentionally blank –

GUARANTEE AND INDEMNITY

In consideration of the person or entity stated in Item 2 of Schedule 1 (**Vendor**), entering into the contract of sale of 41 Bayview Walk, Thornhill Park VIC 3335 (**Contract**) with the person or entity stated in Item 3 of Schedule 1 (**Purchaser**), at the request of the person or entity stated in Item 4A and B of Schedule 1 (**Guarantor**), the Guarantor(s) agree to guarantee and indemnify the Vendor as follows:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations contained or implied in the Contract;
2. If the obligation of the Purchaser is to pay money, The Vendor may, if the Purchaser has not paid the money when due immediately, recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser for any other reason;
3. The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
 - (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
 - (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
 - (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
4. The indemnity in cl 3 above:
 - (a) is in addition to and separate from the guarantee in cl 1;
 - (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
5. The Guarantor must pay the Vendor the amount owing under the indemnity in cl 3 above on demand by the Vendor;
6. The Vendor may, without affective this Guarantee, grant time or other indulgence or compound or compromise with or release the Purchaser or any other person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.
8. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

9. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded its powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
10. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the address stated in Item 4A and B.
11. This guarantee and indemnity will not be terminated by the death of any of the Guarantor and will bind the respective legal personal representatives.
12. If there are two Guarantors, then this guarantee and indemnity will bind them jointly and severally.

SCHEDULE 1

ITEM 1	Date of this Agreement	Sunday, 22 March 2026
ITEM 2	Vendor	Andrew Gareth Kinder
ITEM 3	Purchaser	<i>Full name and address of purchaser</i>
ITEM 4A	Guarantor 1	<i>Full name and address of Guarantor 1</i>
ITEM 4B	Guarantor 2	<i>Full name and address of Guarantor 2</i>

SIGNED SEALED AND DELIVERED BY)
 Guarantor 1 in Victoria in the presence of:)
)
)

 Signature of witness

 Full name of witness

SIGNED SEALED AND DELIVERED BY)
 Guarantor 2 in Victoria in the presence of:)
)
)

 Signature of witness

 Full name of witness

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

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

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

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

Land	41 BAYVIEW WALK, THORNHILL PARK VIC 3335
-------------	--

Vendor's name	Andrew Gareth Kinder	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$15,000.00

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

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12381 FOLIO 406

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LAND DESCRIPTION

Lot 2877 on Plan of Subdivision 816931B.
PARENT TITLES :
Volume 12227 Folio 116 Volume 12282 Folio 036
Created by instrument PS816931B 10/06/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANDREW GARETH KINDER of 24 GREENWICH CRESCENT CAROLINE SPRINGS VIC 3023
AV789288R 27/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV789289P 27/06/2022
WESTPAC BANKING CORPORATION

COVENANT PS816931B 10/06/2022

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
AT473583T 30/07/2020

DIAGRAM LOCATION

SEE PS816931B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 41 BAYVIEW WALK THORNHILL PARK VIC 3335

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 27/06/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS816931B
Number of Pages (excluding this cover sheet)	5
Document Assembled	24/02/2026 16:09

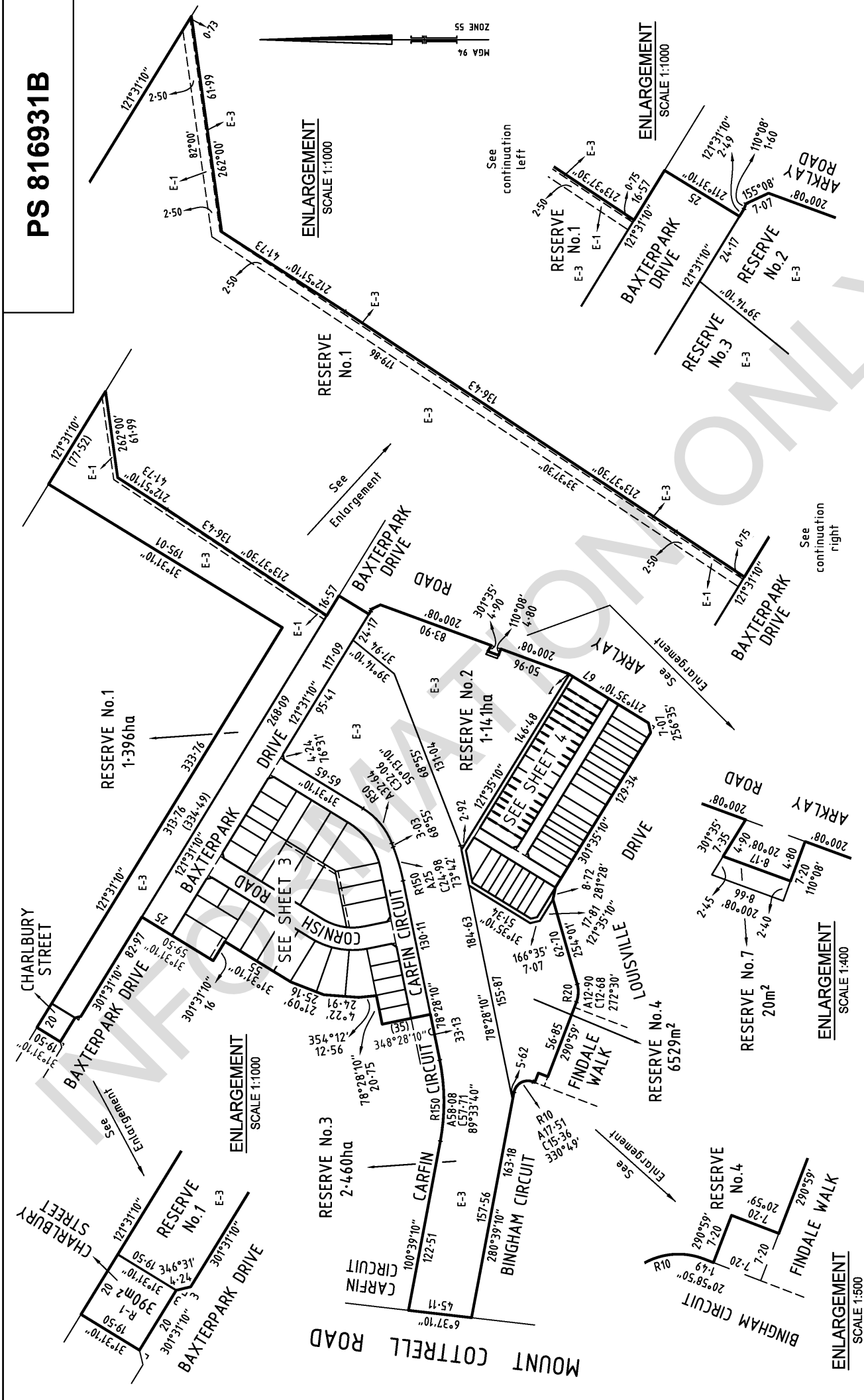
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PLAN OF SUBDIVISION		EDITION 1	PS 816931B	
LOCATION OF LAND PARISH: KOROROIT TOWNSHIP: - SECTION: 8 CROWN ALLOTMENT: 2 (PART), 3 (PART) & 4 (PART) CROWN PORTION: - TITLE REFERENCE: C/T VOL 12227 FOL 116 C/T VOL 12282 FOL 036 LAST PLAN REFERENCE: LOT E on PS 816928P LOT F on PS 816930D POSTAL ADDRESS: 909 MOUNT COTTRELL ROAD, (at time of subdivision) THORNHILL PARK, VIC. 3335 MGA94 CO-ORDINATES: E: 290 380 ZONE: 55 (of approx centre of land N: 5 823 190 in plan)		Council Name: Melton City Council Council Reference Number: Sub5291 Planning Permit Reference: PA2017/5804 SPEAR Reference Number: S123550S Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 09/02/2021 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Karen Gaskett for Melton City Council on 23/05/2022		
VESTING OF ROADS AND/OR RESERVES		Notations		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R-1 RESERVE No's. 1 to 6 RESERVE No. 7	MELTON CITY COUNCIL MELTON CITY COUNCIL POWERCOR AUSTRALIA LIMITED			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: This plan is based on survey STAGING: This is not a staged subdivision Planning Permit No. PA 2017 / 5804 This survey has been connected to permanent marks No(s). - In Proclaimed Survey Area No. -		Land being subdivided is enclosed within thick continuous lines. Lots 1 to 2800 (both inclusive) have been omitted from this plan. OTHER PURPOSE OF THIS PLAN To remove by agreement that part of the easement E-3 (Carriageway) created in PS816927R now contained in Baxterpark Drive on this plan via Section 6(1)(k) of the Subdivision Act 1988. To remove by agreement that part of the easement E-1 (Carriageway) created in PS819154G now contained in Baxterpark Drive on this plan via Section 6(1)(k) of the Subdivision Act 1988. WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958		
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	SEWERAGE	SEE DIAG.	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-1	CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AA2741	SEE DIAG.	THIS PLAN	MELBOURNE WATER CORPORATION
E-2	DRAINAGE	SEE DIAG.	THIS PLAN	MELTON CITY COUNCIL
E-2	SEWERAGE	SEE DIAG.	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-3	CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCP AA2741	SEE DIAG.	THIS PLAN	MELBOURNE WATER CORPORATION
E-4	DRAINAGE	SEE DIAG.	THIS PLAN	MELTON CITY COUNCIL
E-5	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOT
THORNHILL PARK ESTATE - STAGE 28 (78 LOTS)				AREA OF STAGE - 9.438ha
414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au		SURVEYORS FILE REF: 304615SV00		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Mark Oswald Stansfield, Licensed Surveyor, Surveyor's Plan Version (8), 23/05/2022, SPEAR Ref: S123550S		SHEET 1 OF 5
		PLAN REGISTERED		TIME: 1:52 PM DATE: 10/06/2022
				YL Assistant Registrar of Titles

PS 816931B



SCALE 1:2500	25 0 25 50 75 100 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
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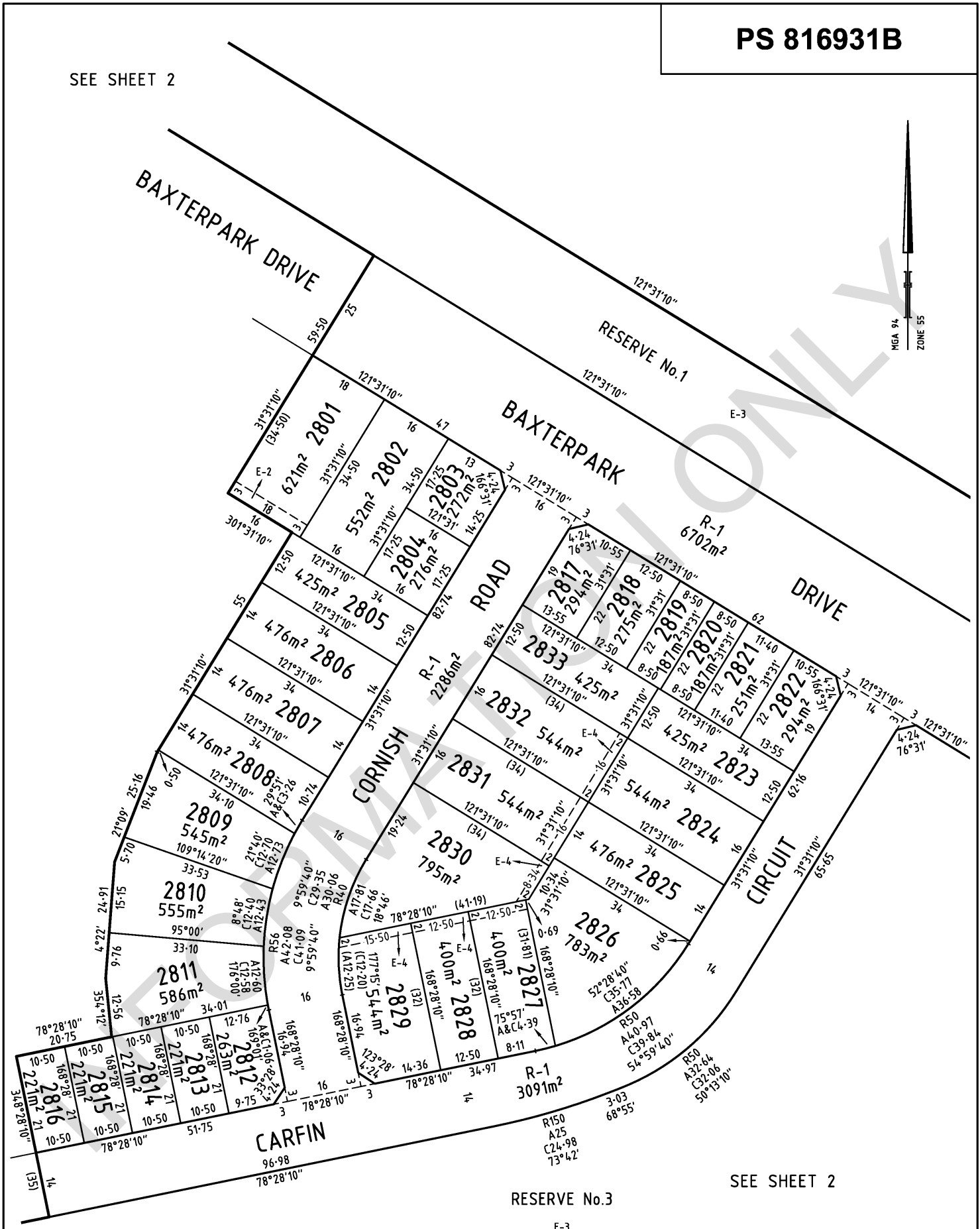
414 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
splire.com.au



Amended by: Mark Oswald Stansfield, Licensed Surveyor 09/06/2022.

PS 816931B

SEE SHEET 2



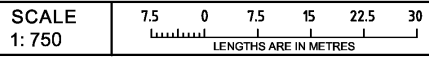
SEE SHEET 2

RESERVE No.3

E-3



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Surveyor's Plan Version (8),
23/05/2022, SPEAR Ref: S123550S

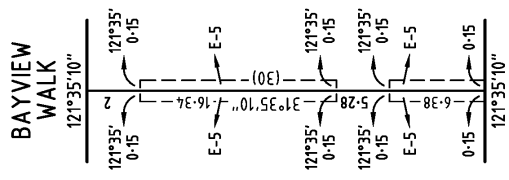
ORIGINAL SHEET SIZE: A3

SHEET 3

Digitally signed by:
Melton City Council,
23/05/2022,
SPEAR Ref: S123550S

PS 816931B

TYPICAL PARTY WALL EASEMENT DIMENSIONS (LOTS 2834 TO 2851)

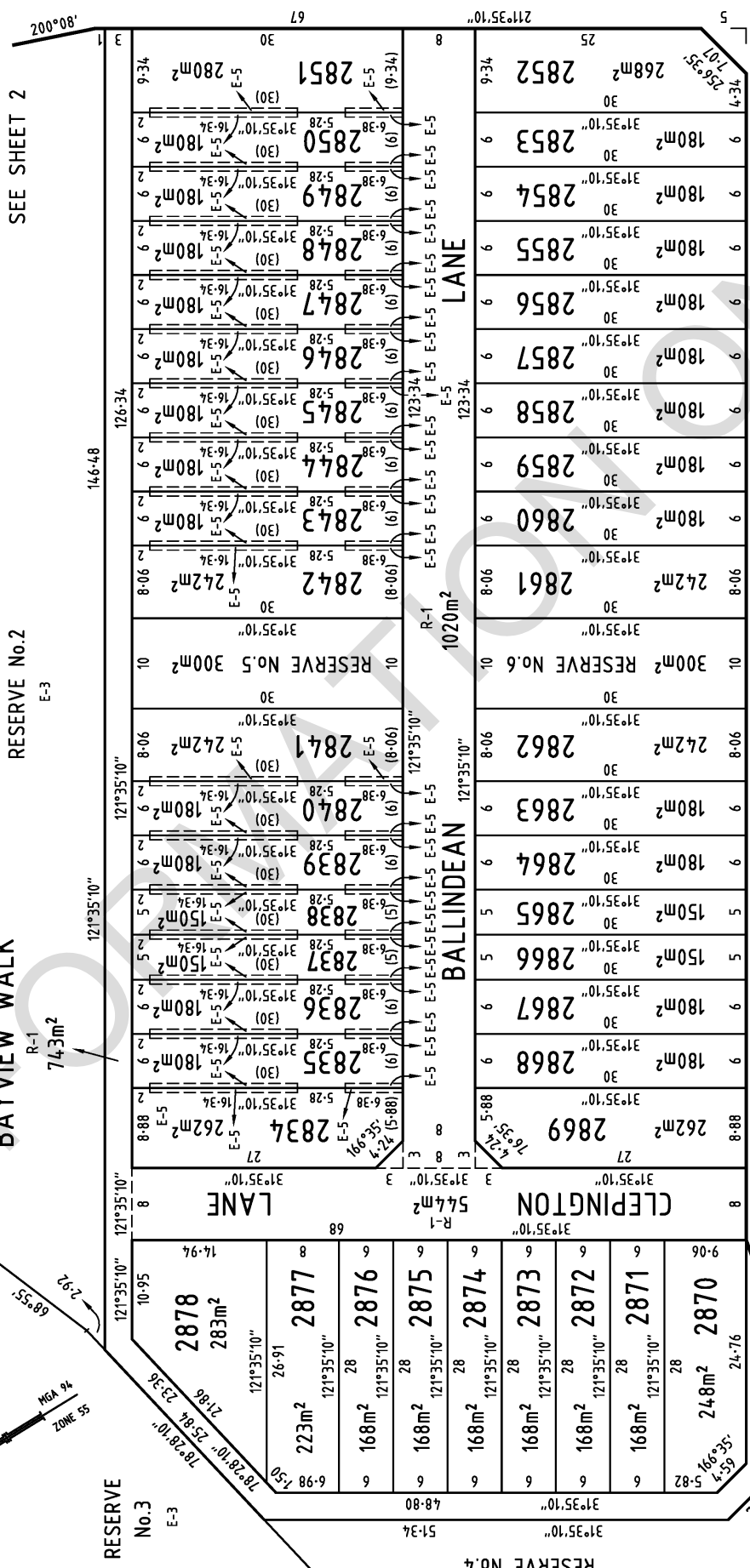


ENLARGEMENT NOT TO SCALE

SEE SHEET 2

RESERVE No.2 E-3

BAYVIEW WALK R-1 74.3m²



LOUISVILLE DRIVE

SEE SHEET 2

414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 splire.com.au	SCALE 1:500	LENGTHS ARE IN METRES 0 5 10 15 20	ORIGINAL SHEET SIZE: A3	SHEET 4
	Digitally signed by: Mark Oswald Stansfield, Licensed Surveyor, Melbourne City Council, 23/05/2022, SPEAR Ref: S1235505 Digitally signed by: Mark Oswald Stansfield, Licensed Surveyor, Surveyor's Plan Version (8), 23/05/2022, SPEAR Ref: S1235505			



CREATION OF RESTRICTION No. 1

Upon registration of this plan, the following restriction is created:

Land to Benefit: Lots 2801 to 2878 (both inclusive)
Land to be Burdened: Lots 2801 to 2878 (both inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

1. Construct or allow to be constructed any improvement on any lot:
 - (i) that is not in accordance with the Design Guidelines approved under PA 2017 / 5804 unless otherwise approved by the Design Review Panel and Melton City Council; and
 - (ii) without obtaining written approval of the design for that improvement from the Design Review Panel, such approval to be obtained even if the design for that improvement complies with the Design Guidelines.
2. Construct or allow to be constructed any more than one dwelling per lot.

This restriction shall cease to have effect 10 years after the date of registration of this Plan.

In this restriction:

Design Guidelines means the design, development and use controls for Lots 2801 to 2878 (both inclusive) on the Plan, a copy of which can be obtained from the Design Review Panel (and as amended from time to time by the Design Review Panel) and Melton City Council

Design Review Panel means the panel appointed for the purposes of assessing compliance with the Design Guidelines, of Suite 2, 20 Enterprise Drive, Bundoora, Vic., 3083 (or such other address as that panel may nominate from time to time).

Plan means PS 816931B

CREATION OF RESTRICTION No. 2

Upon registration of this plan, the following restriction is created:

Land to Benefit: Lots 2801 to 2878 (both inclusive)
Land to be Burdened: Lots 2803, 2804, 2812 to 2822 and 2834 to 2878 (all inclusive)

Lots 2804 and 2852 to 2869 (both inclusive) are defined as Type A lots under the Small Lot Housing Code.

Lots 2803, 2812 to 2822, 2834 to 2851 and 2870 to 2878 (all inclusive) are defined as Type B lots under the Small Lot Housing Code.

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

1. Construct any dwelling, structure or fence unless that dwelling, structure or fence is constructed in accordance with the Small Lot Housing Code endorsed by forming part of Planning Permit No. PA2017/5804.

This Restriction shall cease to have effect after the issue of a certificate of occupancy for the dwelling on the burdened lot.



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 23/05/2022, SPEAR Ref: S123550S

ORIGINAL SHEET
 SIZE: A3

SHEET 5



Department of Transport and Planning

Electronic Instrument Statement

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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.

Produced 24/02/2026 04:09:30 PM

Status	Registered	Dealing Number	AT473583T
Date and Time Lodged	30/07/2020 04:33:45 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22001872

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

12181/174
12217/524
12219/465
12227/114
12227/115
12227/116

Instrument and/or legislation

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

Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH



Department of Transport and Planning

Electronic Instrument Statement

Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	30 JULY 2020

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AT473583T
Number of Pages (excluding this cover sheet)	20
Document Assembled	24/02/2026 16:09

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**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

MELTON CITY COUNCIL
Council

- and -

AVENGER P7W PTY LTD (ACN 619 870 129)
(Thornhill B Owner)

- and -

AVENGER P9W PTY LTD (ACN 619 870 129)
AVENGER P8W PTY LTD (ACN 619 870 763)
AVENGER P13W PTY LTD (ACN 619 871 582)
(Thornhill C Owner)

- and -

GOLDFIELDS RUN LAND PTY LTD (ACN 160 553 739)
(Thornhill A Developer)

in relation to land at:
THORNHILL PARK

[22001872](#)

Harwood Andrews
ABN 98 076 868 034
70 Cheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

PARTIES:

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337
(Council)
2. **AVENGER P7W PTY LTD (ACN 619 870 129)** of 'PWC' 2 Riverside Quay, Southbank 3006
(Thornhill B Owner)
3. **AVENGER P8W PTY LTD (ACN 619 870 763) ; AVENGER P9W PTY LTD (ACN 619 870 772); AVENGER P13W PTY LTD (ACN 619 871 582)** of 'PWC' 2 Riverside Quay, Southbank 3006;
(Thornhill C Owner)
4. **GOLDFIELDS RUN LAND PTY LTD (ACN 160 553 739)** of Southern Accounting & Consulting Service, Suite 3, 233 Cardigan Street, Carlton 3053
(Thornhill A Developer)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Welsh is developing the Thornhill A Parcel, Thornhill B Parcel and Thornhill C Parcel through different entities, namely the Thornhill A Developer, Thornhill B Owner and Thornhill C Owner.
- R.3. The Thornhill A Developer has developed the Thornhill A Parcel pursuant to the Thornhill A Permit.
- R.4. The Thornhill A Parcel, Thornhill B Parcel and Thornhill C Parcel are being developed in stages:
 - a. Stages 1-20 have been developed or are being developed pursuant to the Thornhill A Permit;
 - b. Stages 21-23 are being developed pursuant to the Thornhill B Permit. A Statement of Compliance has been issued for Stages 21 and 22;
 - c. Stages 24-28 are being developed pursuant to the Thornhill C Permit. A Statement of Compliance has been issued for Stages 24 and 25.
- R.5. The Thornhill B Owner is:
 - a. developing the Thornhill B Parcel;
 - b. the registered proprietor of the Thornhill B Land.
- R.6. The Thornhill C Owner is:
 - a. developing the Thornhill C Parcel;
 - b. the registered proprietor of the Thornhill C Land.
- R.7. Council is the responsible authority under the Act for the Thornhill A Parcel, Thornhill B Parcel and Thornhill C Parcel, including the Land.

- R.8. The PSP applies to the Thornhill A Parcel, Thornhill B Parcel and Thornhill C Parcel, including the Land. The Planning Scheme does not include a development contributions plan for the area covered by the PSP.
- R.9. Schedule 8 to the Development Contributions Plan Overlay (**DCPO8**) applies to the Thornhill A Parcel, Thornhill B Parcel and Thornhill C Parcel, including the Land. Clause 2 of that schedule provides:
- A permit may be granted to subdivide land, construct a building or construct or carry out works prior to the incorporation of a Development Contributions Plan, if the permit contains a condition requiring the land owner to enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the responsible authority that provides for the owner to make development contributions to the satisfaction of the responsible authority.*
- R.10. The Thornhill B Permit and the Thornhill C Permit contain conditions that require the Owner to enter into this Agreement. The parties enter into this Agreement to satisfy the requirements of DCPO8 and permit conditions.
- R.11. DCPO8 was amended into its current form by planning scheme amendment C161. Council and Welsh agreed prior to the adoption of amendment C161 that contributions would be made at the Interim Development Infrastructure Levy rate to allow development to progress in advance of the preparation and approval of a development contributions plan.
- R.12. Given the limited number of landowners within the PSP area and the small proportion of land within the PSP that remains undeveloped, Council has determined that a development contributions plan for the PSP area will not be incorporated into the Planning Scheme.
- R.13. The parties have agreed that the development contribution requirements for the purposes of the DCPO8 and permit conditions, including the Interim Development Infrastructure Levy, need to be updated.
- R.14. The parties have agreed that:
- a. The Owner must, until the PRDCP is prepared to Council's satisfaction, pay the Interim Development Infrastructure Levy for each Stage to Council prior to the issue of a Statement of Compliance for that Stage.
 - b. The Owner must, after the PRDCP is prepared to Council's satisfaction, pay the Ultimate Development Infrastructure Levy for each Stage, prior to the issue of a Statement of Compliance for that Stage.
 - c. Council has at the date of this Agreement, received payment of the Interim Development Infrastructure Levy in respect of Stages 1 to 18, 20, 21, 22, 23, 24, and 25.
 - d. Council must cause the PRDCP to be prepared.
 - e. The Owner and Thornhill A Developer will provide all information and materials required by Urban Enterprise to facilitate completion of the PRDCP.
 - f. The Owner must pay all costs associated with the preparation of the PRDCP. The Council will credit all such costs against the Owners' DCP liability.
 - g. The PRDCP will determine the Ultimate Development Infrastructure Levy.
 - h. The PRDCP must, subject to this Agreement, be finalised before a Statement of Compliance is issued for Stages 27 and 28.

- 3 -

- i. The Ultimate Development Infrastructure Levy is likely to be greater than the Interim Development Infrastructure Levy.
 - j. The Owners have provided WIK projects for which they have not received DCP credits.
 - k. The Ultimate Development Infrastructure Levy must be paid prior to the issue of a Statement of Compliance for any Stage after the PRDCP is prepared to Council's satisfaction.
 - l. If the Reconciliation Amount is an amount payable to Council, the Owner must pay the Reconciliation Amount to Council in accordance with this Agreement.
 - m. If the Reconciliation Amount is an amount owing to the Owner Council must pay the amount owing to the Owner within 60 days of the issue of the Statement of Compliance for Stage 28.
- R.15. The Thornhill A Agreement:
- a. Applies to the Thornhill A Parcel.
 - b. Requires the Thornhill A Developer to pay the Interim Development Infrastructure Levy either in cash or in works or land in kind.
 - c. Includes provisions to reconcile credit for works or land in kind and the Interim Development Infrastructure Levy against the TDCP.
- R.16. Council, the Owner and the Thornhill A Developer have agreed that, given the TDCP will not be incorporated into the Planning Scheme, they will enter into this Agreement to:
- a. supplement the Thornhill A Agreement;
 - b. set out the mechanism for preparing the PRDCP;
 - c. satisfy the requirements of DCPO8;
 - d. confirm the process to determine the ultimate levy rate for the purposes of reconciliation under clause 2.2 of the Thornhill A Agreement.
- R.17. POS Contributions for Stages 1-20 were paid at a rate less than that identified in the PSP. POS Contributions for Stage 21-28 have or will be paid at the PSP POS rate. The parties have agreed that additional payment will be made prior to the issue of a Statement of Compliance for Stage 28 to ensure that public open space contributions have been made for Stages 1-28 at the PSP POS Rate.
- R.18. All Mortgagees or Caveators have consented to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987 (Vic)*.
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

- 4 -

- 1.3. **Council** means in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.
- 1.4. **Caveator** means the caveator identified in item 6 of Schedule 1.
- 1.5. **Credit** means:
 - 1.5.1. the amount paid by the Owner pursuant to clause 4.2;
 - 1.5.2. any DCP Land Credit; and
 - 1.5.3. any DCP Construction Credit.
- 1.6. **DCP Construction Project** means any construction project identified in the PRDCP constructed on the Land.
- 1.7. **DCP Construction Credit** means the value of any DCP Construction Project identified in the PRDCP, as at 1 July in the financial year in which the project was vested in Council.
- 1.8. **DCP Land Credit** means the value of any DCP Land Project identified in the PRDCP, as at the date the DCP Land Project was vested in Council.
- 1.9. **DCP Land Project** means any part of the Thornhill B Parcel or Thornhill C Parcel identified as a land project in the PRDCP and vested in Council.
- 1.10. **Interim Development Infrastructure Levy** means interim infrastructure levy of \$285,000 per hectare of Net Developable Area.
- 1.11. **Endorsed Plans** means the plans endorsed under the Thornhill A Permit, Thornhill B Permit or Thornhill C Permit as the context indicates.
- 1.12. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.13. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.14. **Land** means the Thornhill B Land and the Thornhill C Land and include any lot created from the subdivision of that land.
- 1.15. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the 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 road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the DCP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.16. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.17. **Net Developable Area** means the Net Developable Area of the Land as determined in accordance with the PSP.

- 5 -

- 1.18. **Open Space Land** means the Land for passive open space as shown on the Endorsed Plans to be provided by the Owner to Council.
- 1.19. **Owner** means the Thornhill B Owner and Thornhill C Owner.
- 1.20. **party** or **parties** means the Owner, Welsh, Thornhill A Developer and the Council under this Agreement as appropriate.
- 1.21. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.22. **Plan of Subdivision** means a plan which will, upon registration, subdivide all or part of the Land.
- 1.23. **PRDCP** means the draft development contributions plan for the Paynes Road Precinct to be prepared by Urban Enterprise Pty Ltd (ABN 51 062 557 984) pursuant to the proposal dated 17 June 2002.
- 1.24. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.25. **PSP POS Rate** the 3.39% public open space contribution rate set by Requirement R22 of the PSP.
- 1.26. **Reconciliation Amount** means the difference between the Ultimate Development Infrastructure Levy payable for Stages 1-28 and the Interim Development Infrastructure Levy that was paid for those stages, less any Credit.
- 1.27. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision. For the avoidance of doubt, a Residential Lot does not include a lot identified for medium density housing on the Endorsed Plan.
- 1.28. **Schedule** means a schedule to this Agreement.
- 1.29. **Stage** is a reference to a stage of subdivision allowed by the Thornhill B Permit or Thornhill C Permit as shown on a plan endorsed to form part of that permit.
- 1.30. **Statement of Compliance** means a statement of compliance issued by Council under the Subdivision Act 1988.
- 1.31. **Stages 1-20** means stages 1-20 of subdivision of the Thornhill A Permit as shown on the plans endorsed to form part of the Thornhill A Permit.
- 1.32. **Stages 21-23** means stages 1-3 of subdivision of the Thornhill B Permit as shown on the plans endorsed to form part of the Thornhill B Permit.
- 1.33. **Stages 24-28** means stages 1-5 of subdivision of the Thornhill C Permit as shown on the plans endorsed to form part of the Thornhill C Permit.
- 1.34. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.35. **TDCP** has the same meaning as in the Thornhill A Agreement.
- 1.36. **Thornhill A Agreement** means the agreement recorded in dealing AS522696T in respect of the Thornhill A Parcel.

- 1.37. **Thornhill A Developer** means GOLDFIELDS RUN LAND PTY LTD (ACN 160 553 739).
- 1.38. **Thornhill B Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Thornhill C Land or any part of it, and includes a Mortgagee in possession.
- 1.39. **Thornhill C Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Thornhill C Land or any part of it, and includes a Mortgagee in possession.
- 1.40. **Thornhill A Parcel** means the properties identified at item 3A of Schedule 1.
- 1.41. **Thornhill B Parcel** means the properties identified at item 3B of Schedule 1.
- 1.42. **Thornhill C Parcel** means the properties identified at item 3C of Schedule 1.
- 1.43. **Thornhill A Permit** means planning permit PA2015/5038.
- 1.44. **Thornhill B Permit** means planning permit PA2017/5803.
- 1.45. **Thornhill C Permit** means planning permit PA2017/5804.
- 1.46. **Thornhill B Land** means the land identified at item 1B of Schedule 1, and includes any lot created from the subdivision of that land.
- 1.47. **Thornhill C Land** means the land identified at item 1C of Schedule 1, and includes any lot created from the subdivision of that land.
- 1.48. **Ultimate Development Infrastructure Levy** means the per hectare contributions rate for the PSP area set out in the PRDCP.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.

- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. REQUIREMENT TO PAY INTERIM LEVY

The parties agree:

- 3.1. Subject to clause 3.2, the Owner must pay the Interim Development Infrastructure Levy for a Stage to Council prior to the issue of a Statement of Compliance for that Stage.
- 3.2. If the PRDCP has been prepared to Council's satisfaction prior to the issue of a Statement of Compliance for a Stage, the Owner must pay the Ultimate Development Infrastructure Levy for that Stage prior to the issue of a Statement of Compliance for that Stage.
- 3.3. Council, the Owner and Thornhill A developer acknowledge that as at the date of this Agreement:
- 3.3.1. the Owner has paid the Interim Development Infrastructure Levy for Stages 21, 22, 23, 24 and 25.
- 3.3.2. The Thornhill A Developer has paid the Interim Development Infrastructure Levy for Stages 1 to 18, 20;
- 3.3.3. the Interim Development Infrastructure Levy for Stages 19, 26, 27 and 28 has not been paid.

4. THE PRDCP

The parties acknowledge and agree that:

- 4.1. Council has engaged Urban Enterprise Pty Ltd (ABN 51 062 557 984) to prepare the PRDCP
- 4.2. The Owner must pay Council's costs of preparing the PRDCP.
- 4.3. The PRDCP will, among other things, include:
- 4.3.1. a DCP infrastructure list that specifies:
- 4.3.1.1. any DCP Construction Projects and DCP Land Projects;
- 4.3.1.2. the scope of work for each DCP Construction Project;
- 4.3.1.3. the land required for each DCP Land Project;
- 4.3.1.4. the costs of each project in 2020 values;
- 4.3.1.5. whether each project has been or is yet to be delivered;
- 4.3.2. the Ultimate Development Infrastructure Levy;

- 4.3.3. the method for calculating the Reconciliation Amount;
- 4.3.4. the value of any DCP Construction Credit or DCP Land Credit.
- 4.4. The Owner and Thornhill A Developer must promptly provide any required information to Urban Enterprise and/or Council to facilitate the preparation of the PRDCP.

5. RECONCILIATION AMOUNT

The parties agree that:

- 5.1. Once the PRDCP has been prepared to Council's satisfaction, Council will issue a notice to the Owner and Thornhill A Developer.
- 5.2. If the PRDCP is prepared to Council's satisfaction prior to 30 November 2020, then:
 - 5.2.1. The Reconciliation Amount must be calculated prior to the issue of a Statement of Compliance for Stage 27;
 - 5.2.2. If the Reconciliation Amount is an amount to be paid to Council, the Reconciliation Amount must be paid to Council prior to the issue of a Statement of Compliance for Stage 27;
 - 5.2.3. The Owner agrees that:
 - 5.2.3.1. it will not seek a Statement of Compliance for Stage 27; and
 - 5.2.3.2. Council will withhold a Statement of Compliance for Stage 27;until the Reconciliation Amount and the Ultimate Development Infrastructure Levy for Stage 27 are received by Council or otherwise secured to Council's satisfaction.
- 5.3. If the PRDCP is not prepared to Council's satisfaction prior to 30 November 2020, then:
 - 5.3.1. The PRDCP must be prepared to Council's satisfaction prior to the issue of a Statement of Compliance for Stage 28;
 - 5.3.2. The Reconciliation Amount must be calculated prior to the issue of a Statement of Compliance for Stage 28;
 - 5.3.3. If the Reconciliation Amount is an amount to be paid to Council, the Reconciliation Amount must be paid to Council prior to the issue of a Statement of Compliance for Stage 28;
 - 5.3.4. The Owner agrees that:
 - 5.3.4.1. it will not seek a Statement of Compliance for Stage 28; and
 - 5.3.4.2. Council will withhold a Statement of Compliance for Stage 28;until the Reconciliation Amount and the Ultimate Development Infrastructure Levy for Stage 28 are received by Council or otherwise secured to Council's satisfaction.

- 5.4. If the Reconciliation Amount is an amount to be paid to the Owner, the Council must make such payment to a single legal entity nominated in writing by the Owner, within 60 days of the issue of the Statement of Compliance for Stage 28.

6. RELATIONSHIP TO THORNHILL A AGREEMENT

Council, the Thornhill A Developer, and the Owner acknowledge and agree:

- 6.1. this Agreement is supplemental to the Thornhill A Agreement;
- 6.2. for the purposes of clause 2.2(a) of the Thornhill A Agreement, the Thornhill A Developer or Council as the case may be:
- 6.2.1. will not be required to pay the difference between the development infrastructure levy required by the TDCP and the Interim Development Infrastructure Levy; but
- 6.2.2. will be required to pay the difference between the Ultimate Development Infrastructure Levy and the Interim Development Infrastructure Levy;
- 6.3. any payment to Council required under clause 2.2 of the Thornhill A Agreement must be made prior to the issue of a Statement of Compliance for Stage 28;
- 6.4. the Owner agrees that:
- 6.4.1. it will not seek a Statement of Compliance for Stage 28 until payment under clause 2.2 of the Thornhill A Agreement has been received by Council;
- 6.4.2. Council will withhold a Statement of Compliance for Stage 28 until payment under clause 2.2 of the Thornhill A Agreement has been received by Council.

7. PUBLIC OPEN SPACE CONTRIBUTION

- 7.1. The parties agree that:
- 7.1.1. the Owner must vest in Council any Open Space Land as part of the subdivision of Stages 23, 26, 27 and 28;
- 7.1.2. prior to the issue of a Statement of Compliance for any of Stages 28, the Owner must make calculate, reconcile and make further payments as required to ensure that the public open space contribution for Stages 1-28 is made at the PSP POS Rate of 3.39%; and
- 7.2. The Owner agrees that:
- 7.2.1. it will not seek a Statement of Compliance for Stage 28 until all Open Space Land and any payment under clause 7.1 has been received by Council;
- 7.2.2. Council will withhold a Statement of Compliance for Stage 28 until all Open Space Land and any payment under clause 7.1 has been received by Council.

8. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 8.1. it is the registered proprietor (or entitled to be so) of the Land;
- 8.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 8.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 8.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 8.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 8.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 8.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 8.5.3. the cancellation or alteration of this Agreement in the Register.
- 8.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 8.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 8.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 8.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

9. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that 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 Land.

10. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

11. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

12. NO WAIVER

The Parties agree that:

- 12.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 12.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
 - 12.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 12.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

13. NO FETTERING OF POWERS OF COUNCIL

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

14. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989 (Vic)* and any payment made shall be first directed to payment of interest and then the principal amount owing.

15. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 15.1. not later than two business days after being deposited in the mail with postage prepaid;
- 15.2. when delivered by hand;
- 15.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000 (Vic)*; or
- 15.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

16. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

17. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

18. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, and transferees and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees in possession and assigns as if each of them had separately executed this Agreement.

In the interests of certainty, this clause is not intended to apply to purchasers of a Residential Lot created by the subdivisions to which this Agreement applies.

19. RESIDENTIAL LOTS

This Agreement is not intended to apply to Residential Lots created by the subdivision of land covered by this Agreement.

20. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

22. GST

The Parties agree that:

22.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;

22.2. a supply under this Agreement of:

22.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;

- 22.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
- 22.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
 - 22.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
 - 22.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
 - 22.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);
- will be exempt from GST.
- 22.3. the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- 22.4. a Party is not obliged, under clause 22.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

23. **FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX**

- 23.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 23.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
- 23.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
 - 23.2.2. where a clearance certificate is not provided in accordance with 23.2.1:
 - 23.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
 - 23.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and

23.2.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.

23.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

23.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

24. COUNTERPARTS

24.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.

24.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

25. COMMENCEMENT AND ENDING OF AGREEMENT

25.1. This Agreement will commence:

25.1.1. on the date that it bears; or

25.1.2. if it bears no date, on the date it is recorded in the Register.

25.2. This Agreement will end:

25.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or

25.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or

25.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;

25.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

Date: 30/7/2020

SIGNED on behalf of **MELTON CITY COUNCIL**
by **ROBERT BAGGIO, MANAGER PLANNING SERVICES** pursuant to an instrument of delegation authorised by a Council resolution dated 13 December 2019 in the presence of:

Signature of delegate



Witness



SAM SAWAYA

Print name

EXECUTED by **AVENGER P7W PTY LTD**
ACN 619 870 129 in accordance with Section 127
of the Corporations Act 2001:



Director

Director/Secretary

Andrew Welsh

Full Name

Full Name

Level 8, 30 Convention Centre Place

Level 8, 30 Convention Centre Place

South Wharf VIC 3006

South Wharf VIC 3006

Address

Address

EXECUTED by **AVENGER P8W PTY LTD**
ACN 619 870 763 in accordance with Section 127
of the Corporations Act 2001:



Director

Director/Secretary

Andrew Welsh

Full Name

Full Name

Level 8, 30 Convention Centre Place

Level 8, 30 Convention Centre Place


South Wharf VIC 3006


South Wharf VIC 3006

Address

Address

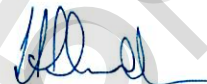
EXECUTED by AVENGER P9W PTY LTD
ACN 619 870 772 in accordance with Section 127
of the Corporations Act 2001:

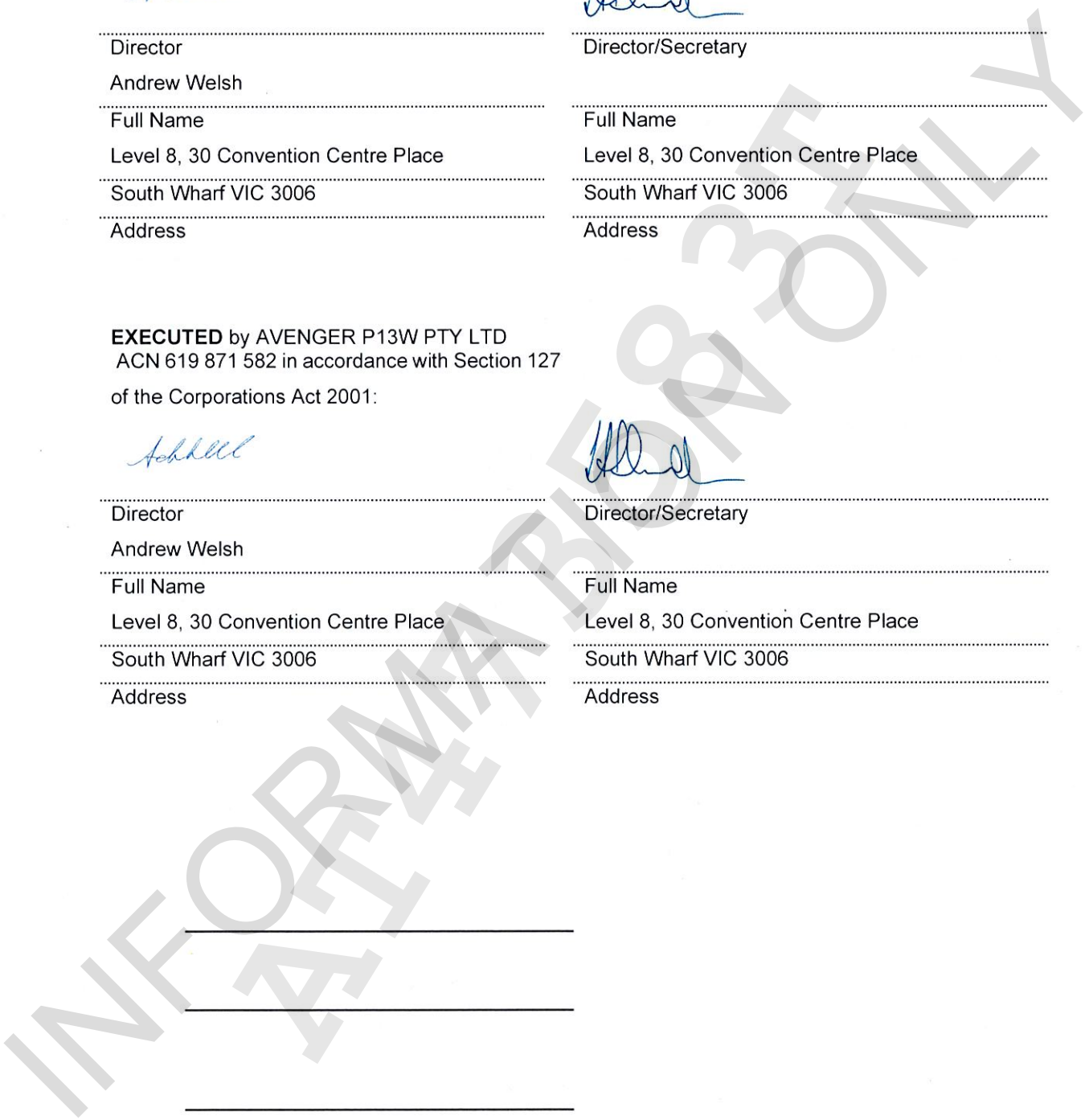

.....
Director
Andrew Welsh
.....
Full Name
Level 8, 30 Convention Centre Place
.....
South Wharf VIC 3006
.....
Address


.....
Director/Secretary
.....
Full Name
Level 8, 30 Convention Centre Place
.....
South Wharf VIC 3006
.....
Address

EXECUTED by AVENGER P13W PTY LTD
ACN 619 871 582 in accordance with Section 127
of the Corporations Act 2001:


.....
Director
Andrew Welsh
.....
Full Name
Level 8, 30 Convention Centre Place
.....
South Wharf VIC 3006
.....
Address


.....
Director/Secretary
.....
Full Name
Level 8, 30 Convention Centre Place
.....
South Wharf VIC 3006
.....
Address



EXECUTED by **GOLDFIELDS RUN LAND
PTY LTD (ACN 160 553 739)** in accordance
with Section 127 of the Corporations Act 2001:

EXECUTED by **ANDREW PETER WELSH**)
as attorney for **Goldfields Run Land Pty Ltd**)
ACN 160 553 739 under a power of attorney)
dated 13 October 2015 of which the attorney)
declares they have not received notice of)
Revocation:)

.....
Signature of witness

.....
Signature of attorney

Tracie Summerfield-Regan

.....
Full Name of witness

43 Rathmines Road

.....
Hawthorn East 3123

.....
Address

INFORMATION ONLY

Melton City Council
232 High Street, Melton, Victoria, 3337

29 July 2020

To whom it may concern,

One Managed Investment Funds Limited (ACN 117 400 987) in its capacity as security trustee of the Summer Security Trust (established under a security trust deed dated 9 August 2017 (as amended from time to time)), and as mortgagee under mortgage numbers AQ976641D; AQ164017E; and AQ969212T in respect of the land referred to in Certificate of Title Volume 12181 Folio 174; Certificate of Title Volume 12227 Folio 115; Certificate of Title Volume 12227 Folio 114; Certificate of Title Volume 12227 Folio 116; Certificate of Title Volume 12219 Folio 465; and Certificate of Title Volume 12217 Folio 524 (the **Subject Land**):

- (a) consents to:
 - (i) entry by Avenger P7W Pty Ltd (ACN 619 870 129); Avenger P9W Pty Ltd (ACN 619 870 129) Avenger P8W Pty Ltd (ACN 619 870 763); Avenger P13W Pty Ltd (ACN 619 871 582); Goldfields Run Land Pty Ltd (ACN 160 553 739) and Melton City Council of a deed of agreement under section 173 of the *Planning and Environment Act* 1987 in respect of the Subject Land in the form attached to this letter (the **s173 Agreement**); and
 - (ii) registration of the s173 Agreement on the title of the Subject Land; and
- (b) acknowledge that the agreement will run with the land pursuant to section 182 of the *Planning and Environment Act* 1987

Yours faithfully

Executed by **One Managed Investment Funds Limited ACN 117 400 987** in its capacity as trustee of the Summer Security Trust by its attorneys under power of attorney dated 14 June 2019)
)
)
)

in the presence of:

Signature of Attorney

MICHAEL SUTHERLAND MANAGING DIRECTOR CORPORATE TRUST.

Name & Title

Witness

Anna Campbell

Name

Signature of Attorney

MICHAEL GREENAWAY AUTHORIZED OFFICER

Name & Title

Schedule 1

Item 1B – Thornhill B Land	Lot B PS816909 Certificate of Title 12181 Folio 174
Item 1C – Thornhill C Land	Lot C PS816928 Certificate of Title Volume 12227 Folio 115 Lot D PS816928 Certificate of Title Volume 12227 Folio 114 Lot E PS816928 Certificate of Title Volume 12227 Folio 116 Lot 1 PS819154 Certificate of Title Volume 12219 Folio 465 Lot B PS816927 Certificate of Title Volume 12217 Folio 524
Item 2 – Precinct Structure Plan or PSP	Paynes Road Precinct Structure Plan, February 2016
Item 3A – Thornhill A Parcel	Properties 1, 2, 3, 4 and 5 identified in the PSP.
Item 3B – Thornhill B Parcel	Property 13 identified in the PSP.
Item 3C – Thornhill C Parcel	Properties 7, 8 and 9 identified in the PSP.
Item 4 – Not used	
Item 5 – Mortgagee & Instrument/s of Mortgagee	ONE MANAGED INVESTMENT FUNDS LTD as mortgagee under instruments of mortgage AQ976641D; AQ164017E; AQ969212T.
Item 6 – Caveator & Instrument of Caveat	NA

Our ref: 406585
Your ref: 79754709-018-1



27 February 2026

LANDATA
697
Docklands

Email: landata.online@servictoria.com.au

PROPERTY INFORMATION CERTIFICATE - Pursuant to Regulation 51(1)

Address:	41 Bayview Walk THORNHILL PARK 3335
Property Title:	LOT: 2877 PS: 816931B V/F: 12381/406

Regulation 51(1), Building Regulations 2018

Any person may request the relevant council to provide in respect of any building or land:-

a) Details of any permit or certificate of final inspection issued in the preceding 10 years

Permit No:	Issue date:	Building Works:	Final Approved	Occupancy / Final Inspection Certificate:	
				Number:	Date:
9120027756469	08/08/2022	Dwelling Attached Garage Porch	YES	9120027756469	25/07/2023

b) Details of any current statement issued under Regulation 64(1) (Combined Allotments) or Regulation 231(2) (Subdivision of existing buildings)

Statement Details:	Issue Date:	Description:
NIL		

c) Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act

Building Enforcement Type:	Issue Date:	Description of Breach:	Cancellation Date:
NIL			

PLEASE NOTE:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Please notify Council on 9747 7200 if you discover any discrepancies in relation to the above information.

Yours faithfully
Sofia Supangco
Building Unit
Melton City Council

A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 889

☎ 03 9747 7200
✉ csu@melton.vic.gov.au
🌐 melton.vic.gov.au
📍 cityofmelton

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2025 to 30 June 2026

Issue date: 02/03/2026

Your Reference: 79754709-016-7

Rate updates (03) 9747 7333

Assessment Number: 940486

Certificate No: 143495

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 41 Bayview Walk THORNHILL PARK 3335

Title: LOT: 2877 PS: 816931B V/F: 12381/406

Ward: MOUNT ATKINSON

AVPCC: 120 Single Strata Unit/Villa Unit/Townhouse

Capital Improved Value: \$450,000 Site Value: \$205,000 Net Annual Value: \$22,500

Effective Date: 01/07/2025 Base Date: 01/01/2025

1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2025	\$952.11
Municipal Charge Date Levied 01/07/2025	\$189.00
Waste Service A Date Levied 01/07/2025	\$308.00
Residential ESVF Fixed Charge Date Levied 01/07/2025	\$136.00
Residential ESVF Variable Charge Date Levied 01/07/2025	\$77.85
Current Rates Levied:	\$1,662.96
Rate Arrears to 30/06/2025:	\$0.00
Interest to 26/02/2026:	\$0.00
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	-\$989.93
Less Other Adjustments:	\$0.00
Rates & Charges Due:	\$673.03
Additional Monies Owed:	
Total Due:	\$673.03

Council strongly recommends that an update be sought prior to settlement for additional payments and interest, as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;

30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$406.00 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)

Please note: This property currently has an active direct debit.

Please call prior to settlement date for an accurate update.

A welcoming and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 940486 Certificate Number: 143495

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 2018 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 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.

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au
In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Bill code 747998
Reference Number 940486
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

Authorised Officer



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number
79754709-023-5

Statement number
6502723142

Date of Issue 24 Feb 2026

Total amount

\$478.47

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 41 BAYVIEW WALK, THORNHILL PARK VIC 3335

Property number 3327500000

Lot on Plan 2877\PS816931

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref: **58489600006**
Go to **bpay.com.au**
@Registered to BPAY
Pvt Ltd
ABN 69 079 137 518



Australia Post
Billpay code: **0362**
Ref: **0584 8960 0006**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 058489600006

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.21	Quarterly	\$113.02	\$0.00
Residential Sewer Service Charge	\$525.81	Quarterly	\$265.06	\$0.00
Parks	\$89.79	Quarterly	\$45.26	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$63.00	\$0.00
Total annual charges	\$964.81		\$486.34	\$0.00

Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Volumetric charges owing to 18/11/2025	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$0.00

Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$478.47
Total charges	\$478.47

Volumetric Charges

Please note the water meter on this property was last read on 18/11/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 18/11/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.11 per day

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 131722.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,

Terence Alvares

Terence Alvares

General Manager, Customer Experience

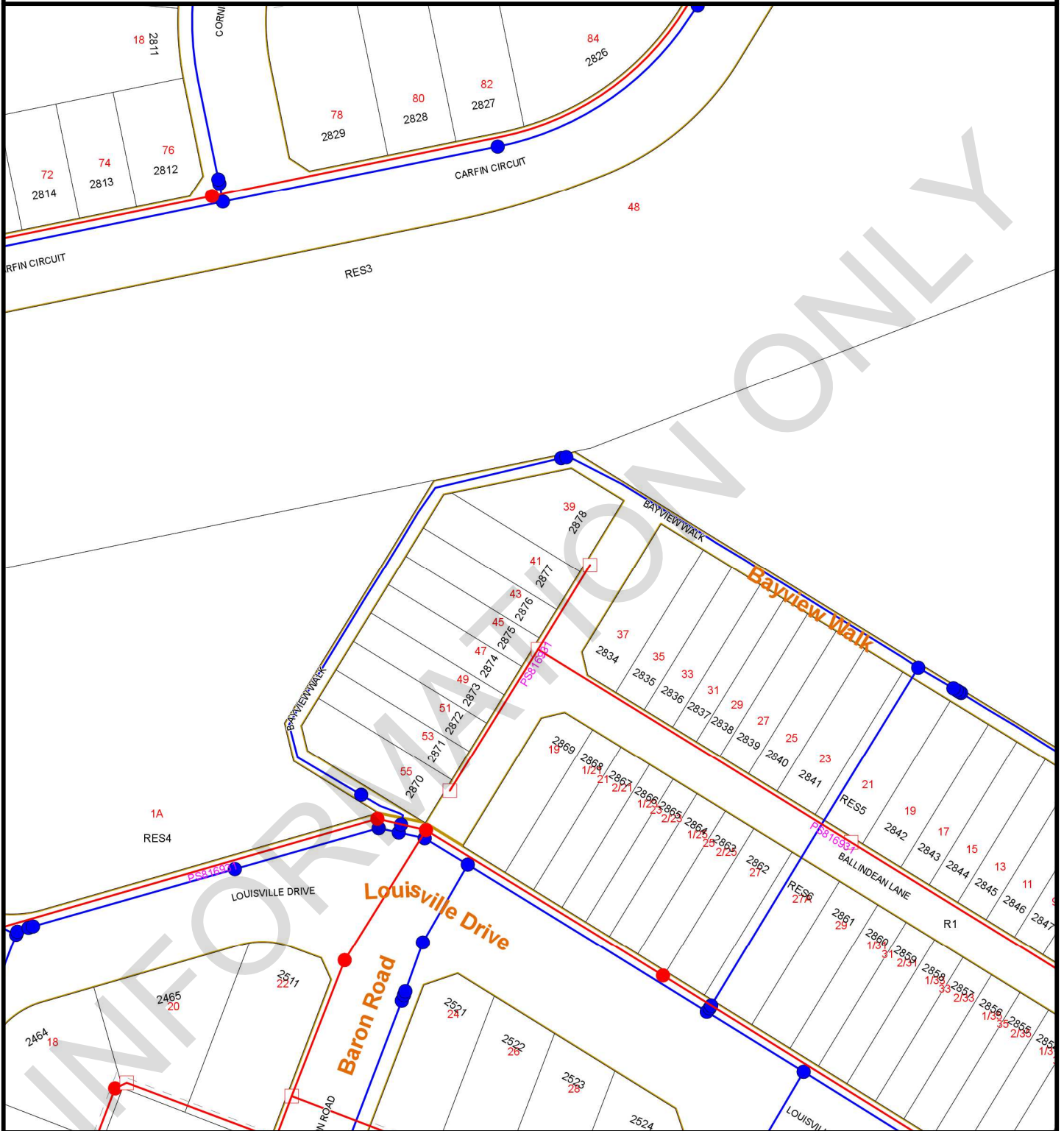
INFORMATION STATEMENT PLOT

Address :

41 BAYVIEW WALK THORNHILL PARK VIC 3335

Reference :

PID000057233



Scale 1:1000
Printed on : 24/02/2026

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St.
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / OTHMAN CONVEYANCING

Your Reference:	20261771
Certificate No:	97884366
Issue Date:	24 FEB 2026
Enquiries:	ESYSPROD

Land Address: 41 BAYVIEW WALK THORNHILL PARK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49141015	2877	816931	12381	406	\$0.00

Vendor: ANDREW KINDER
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ANDREW GARETH KINDER	2026	\$205,000	\$0.00	\$0.00


Comments: Property is exempt: LTX Principal Place of Residence.

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):	\$450,000
SITE VALUE (SV):	\$205,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 97884366

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$205,000

Calculated as \$975 plus (\$205,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,500.00

Taxable Value = \$450,000

Calculated as \$450,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97884366

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 97884366

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / OTHMAN CONVEYANCING

Your Reference: 20261771

Certificate No: 97884366

Issue Date: 24 FEB 2026

Enquires: ESYSPROD

Land Address: 41 BAYVIEW WALK THORNHILL PARK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49141015	2877	816931	12381	406	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$450,000
SITE VALUE:	\$205,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97884366

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / OTHMAN CONVEYANCING

Your Reference:	20261771
Certificate No:	97884366
Issue Date:	24 FEB 2026

Land Address: 41 BAYVIEW WALK THORNHILL PARK VIC 3335

Lot	Plan	Volume	Folio
2877	816931	12381	406

Vendor: ANDREW KINDER
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 97884366

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: 97884365

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 97884365

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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