

Contract of Sale of Land

Property:

13 Meryla Road, Donnybrook VIC 3064

Shepparton Conveyancing Services
382-384 Wyndham Street
SHEPPARTON VIC 3630
Tel: 03 5891 2301
PO Box 913, Shepparton VIC 3630
Ref: RN:25-01505

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Lynett Nhanhanga and Handson Thomas Takudzwa Nhanhanga

State nature of authority, if applicable:

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

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INFORMATION ONLY

Particulars of Sale

Vendor's estate agent

Name: Harcourt Rata & co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email:
Tel: Mob: Fax: Ref:

Vendor

Name: Lynett Nhanhanga and Handson Thomas Takudzwa Nhanhanga
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Shepparton Conveyancing Services
Address: 382-384 Wyndham Street, Shepparton VIC 3630
PO Box 913, Shepparton VIC 3630
Email: conveyancing@sheppartonconveyancingservices.com.au
Tel: 03 5891 2301 Mob: Fax: Ref: 25-01505

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12608 Folio 351	2912	PS 828074D .

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 13 Meryla Road, Donnybrook VIC 3064

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

Nil – Vacant Land

Payment

Price \$ _____

Deposit \$ _____ On the signing hereof

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Condition 1 – Counterpart/Execution

- (a) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- (b) This Agreement may be executed by one or more of the parties, executing a counterpart, which may be a facsimile copy or scanned copy of this Agreement, and transmitting that executed counterpart by facsimile or email to the party or parties, which upon either the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Agreement by the sender, shall be taken as conclusive evidence of the execution of the Agreement by that party.
- (c) The parties covenant to be bound by this Agreement being executed in counterparts in accordance with this clause.

Special Condition 2 - Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

Special Condition 3 - Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

Special Condition 4 - Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in or affect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

Special Condition 5 - Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least

two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed to this Contract of Sale.

Special Condition 6 - Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

INFORMATION ONLY

General Conditions

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General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

25. GST WITHHOLDING

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

despite:

 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

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

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

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

Land	13 MERYLA ROAD, DONNYBROOK VIC 3064
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Vendor's name	Lynett Nhanhanga	Date	/ /
Vendor's signature	_____		
Vendor's name	Handson Thomas Takudzwa Nhanhanga	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

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

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

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: 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:

Are contained in the attached certificates and/or statements

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 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.

INFORMATION ONLY

Date of issue 27/06/2025	Assessment No. 1131929	Certificate No. 173370	Your reference 77230021-019-8
------------------------------------	----------------------------------	----------------------------------	---

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 1145 Donnybrook Road DONNYBROOK 3064

Description: LOT: 1 LP: 208748X, LOT: K PS: 804573T, LOT: AG PS: 804573T, LOT: C PS: 804573T, LOT: AR PS: 804573T, LOT: V PS: 828047G, LOT: Q PS: 825777H, LOT: AN PS: 804573T, LOT: BB PS: 847514T, LOT: 5001 PS: 833839R

AVPCC: 520 Domestic Livestock Grazing

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$140,500,000	\$140,500,000	\$7,025,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

Farm Land rate levied on 01/07/2024	\$199,123.93
Fire services charge (Prim) levied on 01/07/2024	\$267.00
Fire services levy (Prim) levied on 01/07/2024	\$40,673.01
Arrears to 30/06/2024	-\$9,095.00
Interest to 27/06/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$230,968.94
Balance of rates & charges due:	\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

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

Council Offices

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

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

Lot 2912 Plan PS 828074D

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

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1131929



Phone 1300 301 185
Ref 1131929



Bill Code 5157
Ref 1131929

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1151198

APPLICANT'S NAME & ADDRESS

SHEPPARTON CONVEYANCING SERVICES C/- TRICONVEY2
(RESELLER) C/- LANDATA
DOCKLANDS

VENDOR

NHANHANGA, LYNETT

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

721484

This certificate is issued for:

LOT 2912 PLAN PS828074 ALSO KNOWN AS 13 MERYLA ROAD DONNYBROOK
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 6
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

A detailed definition of the applicable Planning Scheme is available at :

(<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>)

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

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

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

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

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

26 June 2025

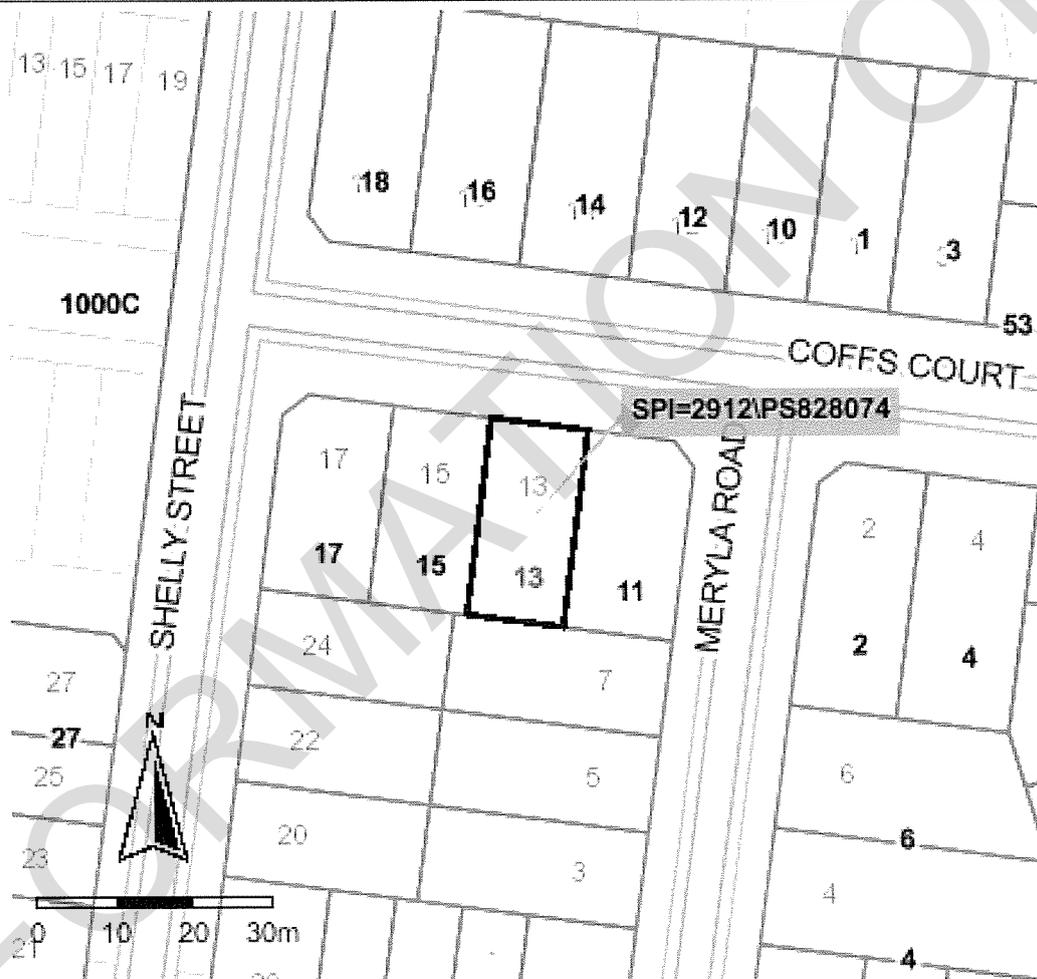
Sonya Kilkenny
Minister for Planning

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

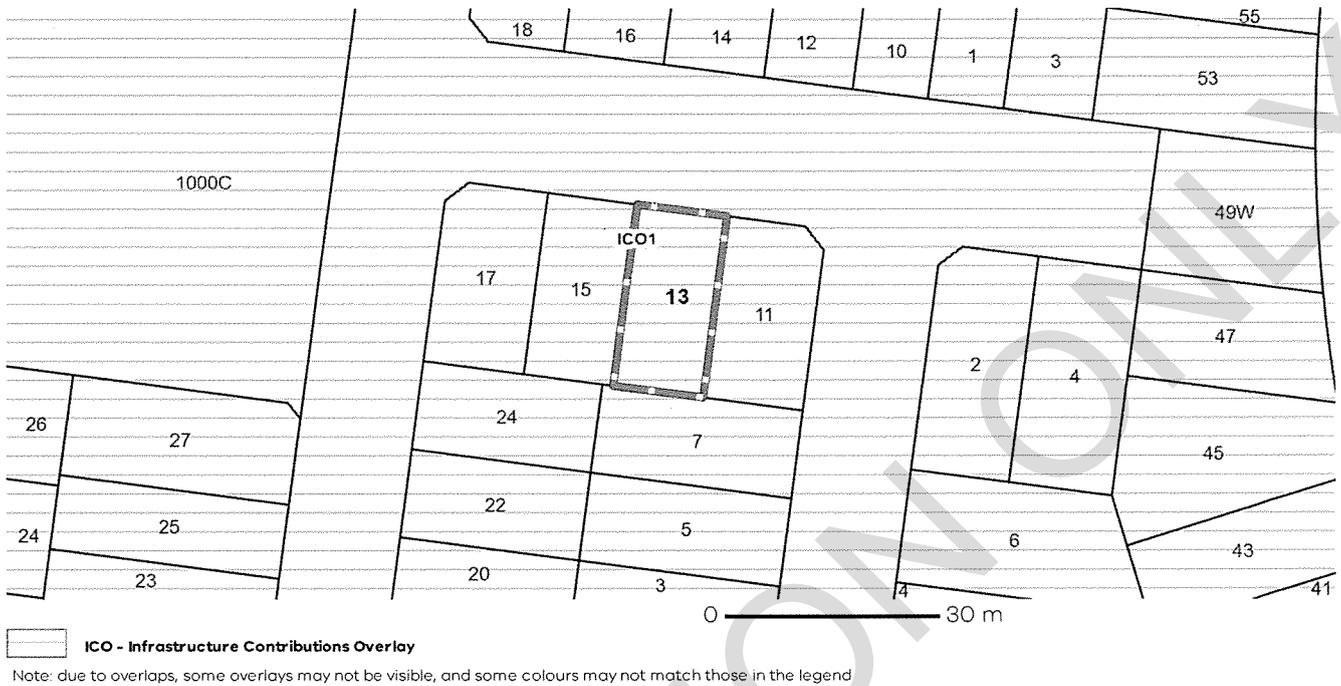
The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate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



Planning Overlay

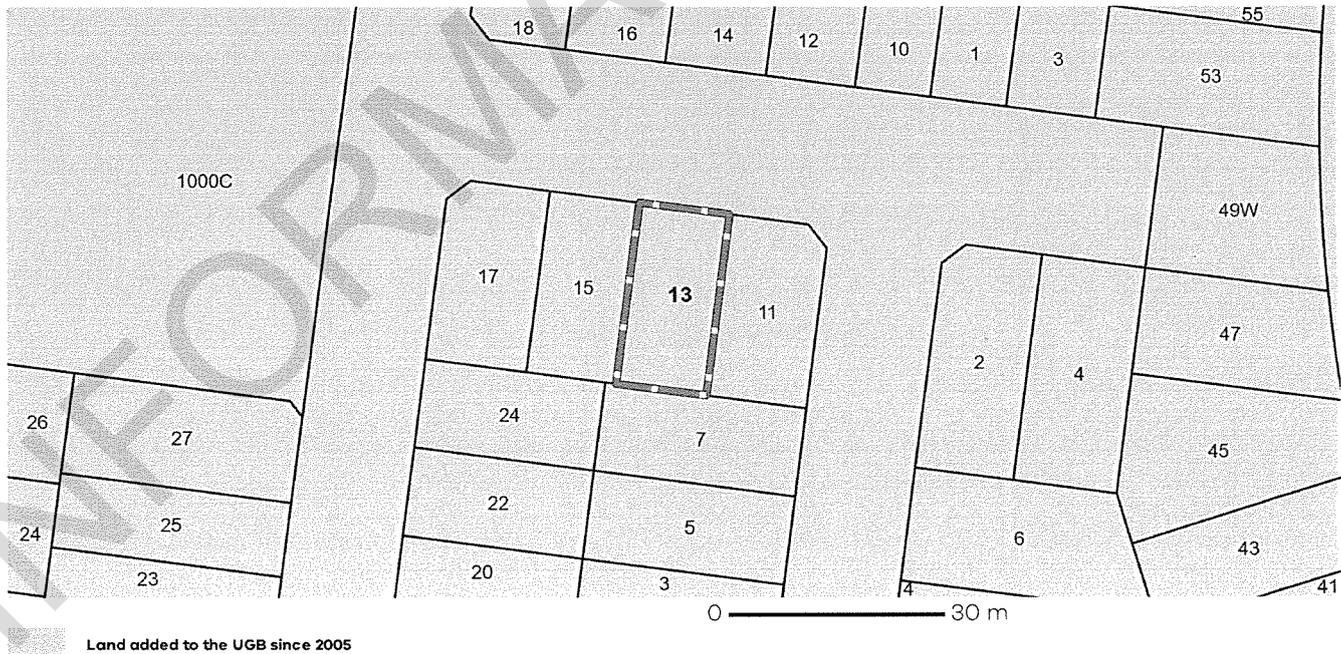
INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)



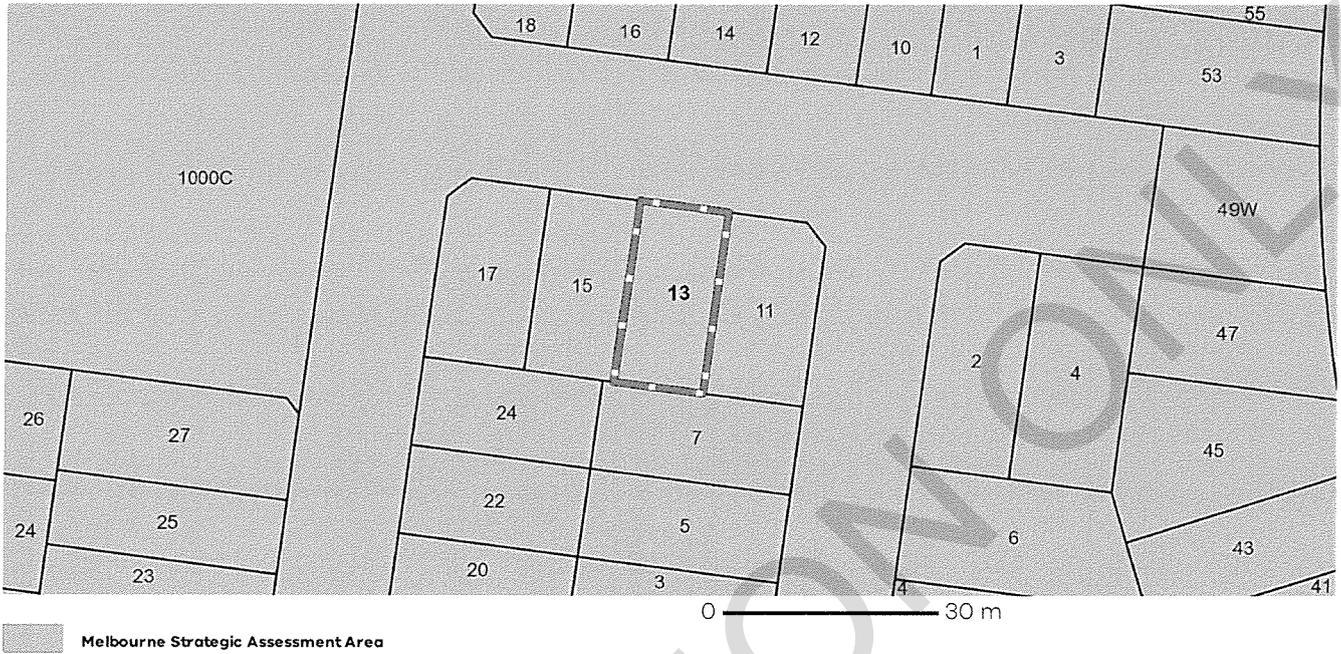
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](http://www.vic.gov.au/victorian-planning-authority)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



INFORMATION

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

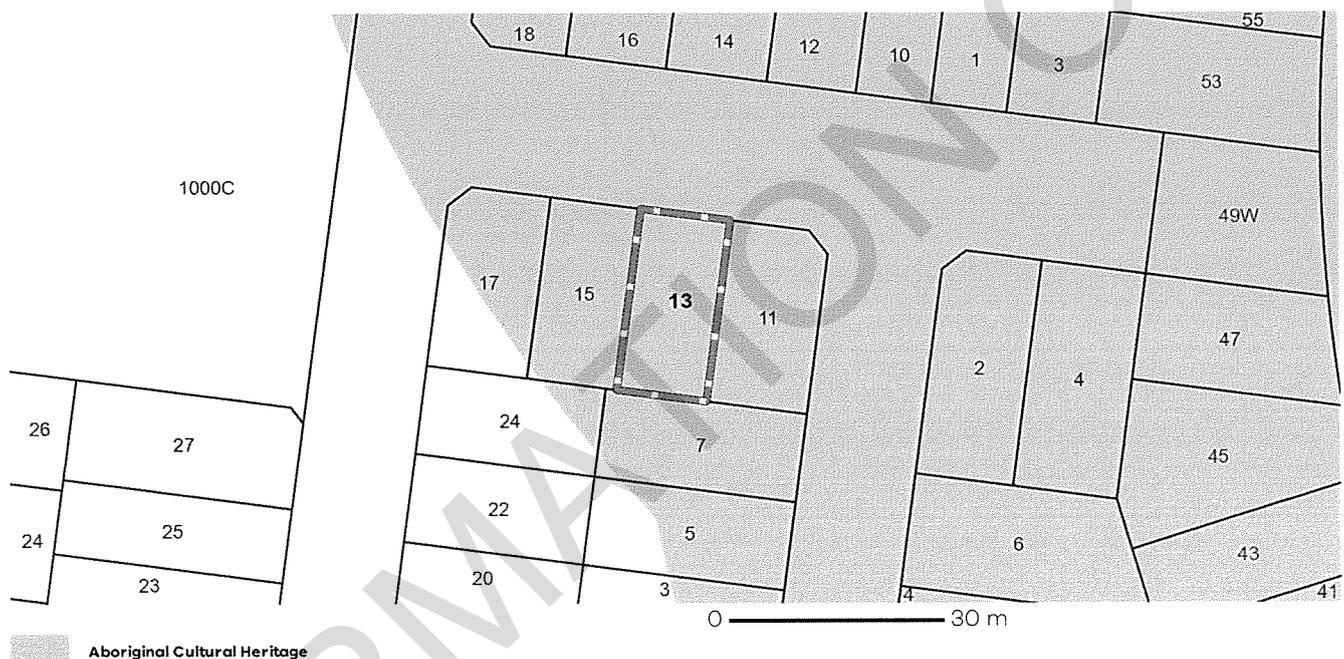
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gav.nrms.net.au/gavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



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Further Planning Information

Planning scheme data last updated on 30 June 2025.

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

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

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

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

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

INFORMATION ONLY

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Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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



YARRA VALLEY WATER
ABN 93 066 502 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

26th June 2025

Shepparton Conveyancing Services C/- Triconvey2 (R
LANDATA

Dear Shepparton Conveyancing Services C/- Triconvey2 (R,

RE: Application for Water Information Statement

Property Address:	13 MERYLA ROAD DONNYBROOK 3064
Applicant	Shepparton Conveyancing Services C/- Triconvey2 (R LANDATA
Information Statement	30950760
Conveyancing Account Number	7959580000
Your Reference	721484

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 92 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	13 MERYLA ROAD DONNYBROOK 3064
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area but recycled water isn't available yet.

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	13 MERYLA ROAD DONNYBROOK 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

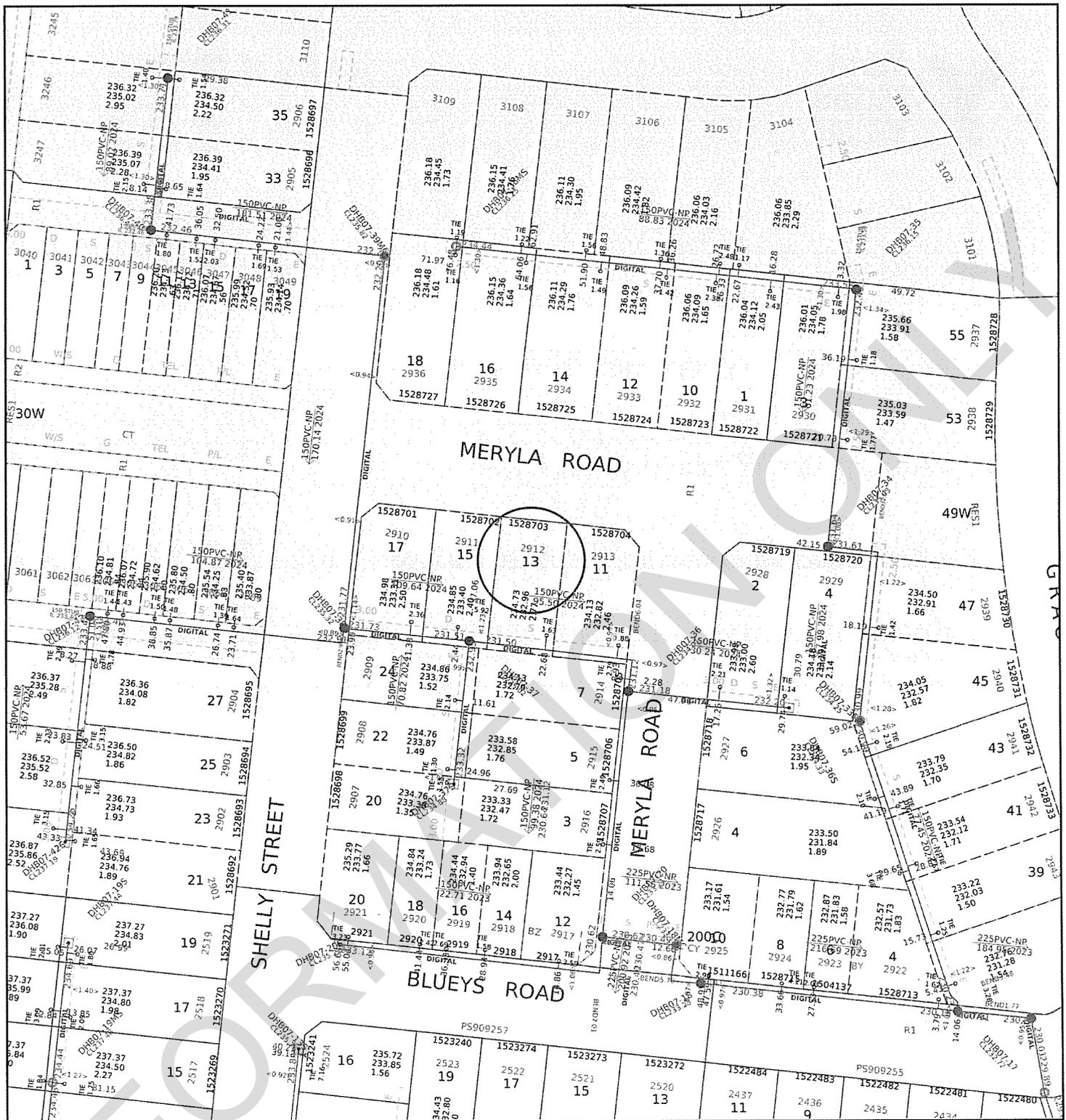
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

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



Yarra Valley Water Information Statement Number: 30950760	Address	13 MERYLA ROAD DONNYBROOK 3064		 N	 Yarra Valley Water ABN 93 066 902 501
	Date	26/06/2025			
	Scale	1:1000			

Existing Title		Access Point Number		GLV2-42		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline		
Easement		Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer		Sewer Branch				



YARRA VALLEY WATER
ABN 88 066 992 501

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DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Shepparton Conveyancing Services C/- Triconvey2 (R
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1722257129
Rate Certificate No: 30950760

Date of Issue: 26/06/2025
Your Ref: 721484

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
13 MERYLA RD, DONNYBROOK VIC 3064	2912\PS828074	5323207	Residential

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

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial

information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 502 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 5323207

Address: 13 MERYLA RD, DONNYBROOK VIC 3064

Water Information Statement Number: 30950760

HOW TO PAY



Billar Code: 314567
Ref: 17222571299

Amount
Paid

Date
Paid

Receipt
Number

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

VOLUME 12608 FOLIO 351

Security no : 124125686246T
Produced 26/06/2025 11:08 AM

LAND DESCRIPTION

Lot 2912 on Plan of Subdivision 828074D.
PARENT TITLE Volume 12596 Folio 974
Created by instrument PS828074D 29/04/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

LYNETT NHANHANGA
HANDSON THOMAS TAKUDZWA NHANHANGA both of UNIT 3 30 VERNEY NORTH ROAD
CONGUPNA VIC 3633
AZ167926U 20/05/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ167927S 20/05/2025
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS828074D 29/04/2025

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW491508F 25/01/2023

DIAGRAM LOCATION

SEE PS828074D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS828074D (B)	PLAN OF SUBDIVISION	Registered	29/04/2025
AZ076907F (B)	REMOVAL OF ENCUMBRANCE	Registered	29/04/2025
AZ093866V	REMOVAL OF ENCUMBRANCE	Registered	29/04/2025
AZ120877U (E)	NOMINATION OF ECT TO LC	Completed	06/05/2025
AZ127783R (E)	DISCHARGE OF MORTGAGE	Registered	08/05/2025
AZ127792Q (E)	WITHDRAWAL OF CAVEAT	Registered	08/05/2025
AZ167925W (E)	DISCHARGE OF MORTGAGE	Registered	20/05/2025
AZ167926U (E)	TRANSFER	Registered	20/05/2025
AZ167927S (E)	MORTGAGE	Registered	20/05/2025

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

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

Street Address: 13 MERYLA ROAD DONNYBROOK VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 20/05/2025

DOCUMENT END

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Produced: 26/06/2025 02:58:58 PM

Dealing Number: AZ120877U

Status: Completed

Date and Time Lodged: 06/05/2025 03:05:38 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO NOMINATE AN ELECTRONIC CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

The Subscriber authorises the nomination of the following electronic Certificate(s) of Title to the instruments contained in the Lodgement Case shown below:

Certificate(s) of Title:

Volume 12608 Folio 340
Volume 12608 Folio 341
Volume 12608 Folio 342
Volume 12608 Folio 343
Volume 12608 Folio 344
Volume 12608 Folio 345
Volume 12608 Folio 346
Volume 12608 Folio 347
Volume 12608 Folio 348
Volume 12608 Folio 349
Volume 12608 Folio 350
Volume 12608 Folio 351
Volume 12608 Folio 352
Volume 12608 Folio 353
Volume 12608 Folio 354
Volume 12608 Folio 355
Volume 12608 Folio 356
Volume 12608 Folio 357
Volume 12608 Folio 358
Volume 12608 Folio 359

Lodgement Case ID: 1387860012

Following the registration of the instruments in the Lodgement Case, return the eCT Control to the nominating Subscriber



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Signed by:
Nicole Evans
(for GADENS LAWYERS)
Customer Code: 16667Y
Dated: 06 May 2025

File Notes:
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Statement End.

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Produced 26/06/2025 02:58:58 PM

Status	Registered	Dealing Number	AZ127783R
Date and Time Lodged	08/05/2025 01:28:18 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

DISCHARGE OF MORTGAGE OR CHARGE

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

Privacy Collection Statement

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Land Title Reference

12608/340
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12608/357
12608/358
12608/359

Mortgagee or Annuitant



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Name DF (WOODSTOCK) DEVELOPMENTS PTY LTD
ACN 149132472

Mortgage or Charge Number
AV593949N

The mortgagee or annuitant discharges the land described from the moneys or annuity secured by the mortgage(s) or charge(s) specified.

Execution

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

Executed on behalf of	DF (WOODSTOCK) DEVELOPMENTS PTY LTD
Signer Name	SARAH RIZK
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 MAY 2025

File Notes:
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Statement End.



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Status	Registered	Dealing Number	AW491508F
Date and Time Lodged	25/01/2023 05:14:36 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8272491

APPLICATION TO RECORD AN INSTRUMENT

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

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12260/474
12261/391
12261/392
12261/394
12261/396
12261/397
12316/199
12377/489
12435/368
12437/003

Instrument and/or legislation

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

Applicant(s)



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	25 JANUARY 2023

File Notes:

NIL

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Statement End.

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www.maddocks.com.au

DX 259 Melbourne

Date / /

16/1/2023

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Peppercorn Hill Estate
Lot 2 and 3, 1145 Donnybrook Road, Donnybrook

Purpose of Agreement:

Works In Kind Agreement for Infrastructure Projects and timing for provision of Inner
Public Purpose Land.

City of Whittlesea

and

The Owner as set out in Schedule 2

Interstate offices
Canberra Sydney

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



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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / 16/1/2023

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council

Name	As per Schedule 2
Address	As per Schedule 2
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Infrastructure Contributions Plan. Council enters into this Agreement in its capacity as a responsible authority under section 172 but also in so far as it is able to under section 173(2) of the Act in its capacity as the Collecting Agency and the Development Agency under the Infrastructure Contributions Plan.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Infrastructure Contributions Plan applies to the Subject Land. It specifies the monetary and land contributions required to provide infrastructure necessary as a result of development of the area for urban purposes.
- E. The Owner has asked Council for permission to provide each Infrastructure Project. Council has agreed to allow the Owner to provide each Infrastructure Project in return for a credit against its infrastructure contribution liability under the Infrastructure Contributions Plan.
- F. Section 46GV(4) of the Act requires the Owner to provide the Inner Public Purpose Land to Council in its capacity as Development Agency. Council and the Owner have agreed on milestones for the provision of the Inner Public Purpose Land to Council in accordance with section 46GV(6).
- G. Council enters into this Agreement pursuant to section 46GX and Section 46GV of the Act to document:
- G.1 the acceptance of the provision of works, services or facilities as referred to in section 46GX of the Act; and



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- G.2 the time for the payment of the Monetary Component and any Land Equalisation Amount as referred to in section 46GV(3)(b) of the Act;
- G.3 the time for the payment of any Land Credit Amount (if any); and
- G.4 the time for the provision of Inner Public Purposes Land in accordance with section 46GV(6) of the Act.
- H. The parties enter into this Agreement in full satisfaction of any Conditions 11 and 12 of the Planning Permit.
- I. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveators. The Caveators consent to the recording of this Agreement on the certificates of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Infrastructure Project Value means, subject to clause 8.3.5, the amount specified in Schedule 7, Schedule 8 or, Schedule 9 as the case may be.

Agreed Land Credit Amount means the Agreed Land Credit Amount set out in Schedule 6. The Agreed Land Credit Amount is subject to change in the same way and at the same time that the Land Credit Amount is varied and or recalculated by the Infrastructure Contribution Plan including Indexation.

Agreed Land Equalisation Amount means the Agreed Land Equalisation Amount set out in Schedule 6. The Agreed Land Equalisation Amount is subject to change in the same way and at the same time that the Land Equalisation Amount is varied and or recalculated by the Infrastructure Contribution Plan including Indexation.

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 8 of this Agreement.

Bank Guarantee means a bank guarantee provided by an Australian Bank or other form of security to the satisfaction of Council of an amount being 5% of the construction cost component of each Infrastructure Project.

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

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

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



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

Community Infrastructure Project means a project identified in Schedule 8.

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

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

Credit means a credit in the amount of the Agreed Infrastructure Project Value against the Owner's liability to pay the Monetary Component of the Infrastructure Contribution. For clarity, the Credit does not apply to or in respect of any Land Equalisation Amount required to be paid under the Infrastructure Contributions Plan.

Current Address means:

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

Current Email means:

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

Defect means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

Designs means the detailed design and engineering plans and associated landscape plans and specifications of an Infrastructure Project prepared in accordance with clauses 8 and 8.2.

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

DFC means DFC (Woodstock) Developments Pty Ltd ACN 154 138 020 or any other entity appointed by the Owner for the purpose of complying with clause 13.2.

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



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GAIC means the Growth Areas Infrastructure Contribution under the Act.

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

Indexation means an annual adjustment to an amount, applied as of 1st of July each year, calculated in accordance with the Ministerial Direction and the ICP.

Infrastructure Contribution means:

- (a) the Land Equalisation Amount (if any); and
- (b) the Monetary Component.

Infrastructure Contributions Plan or ICP means the Infrastructure Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme as amended from time to time.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC whether it has been triggered or not, upon the happening of a GAIC event as defined or described in the Act and whether before, at or after the vesting or transfer of the land in or to Council.

Infrastructure Project means a Community Infrastructure Project, a Transport Infrastructure Project or a Recreation Infrastructure Project as the case may be.

Inner Public Purpose Land has the meaning given by section 46GA of the Act and in this Agreement more specifically means the various land parcels or areas which are described in Schedule 5 and Schedule 6.

Land Budget Property Number means the property number for the Subject Land as set out in the Infrastructure Contributions Plan.

Land Component has the meaning given by section 46GE of the Act.

Land Credit Amount has the meaning given by section 46GA of the Act.

Land Equalisation Amount has the meaning given by section 46GA of the Act.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Infrastructure Contributions Plan.

Maintenance Period means the period specified in Schedule 3 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

Ministerial Direction means the Ministerial Direction on the Preparation and Content of Infrastructure Contributions Plans made on 1 July 2018 under section 46GJ of the Act as amended from time to time under section 46GJ of the Act.

Monetary Component has the meaning given by section 46GD of the Act.

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



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

Party or Parties means the parties to this Agreement.

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

Planning Permit means the planning permit referred to in Schedule 2 as amended from time to time.

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

Precinct Structure Plan means the precinct structure plan specified in Schedule 1.

Project Control Group means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 7.3.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 5, Schedule 7, Schedule 8 or Schedule 9 as the case may be.

Public Infrastructure Plan or **PIP** means any public infrastructure plan approved by the Council pursuant to the Planning Permit as amended from time to time with the agreement of the Owner.

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

Recreation Infrastructure Project means an Infrastructure Project identified in Schedule 9.

Schedule means a schedule to this Agreement.

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

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

Subject Land means all of the land described in Schedule 2 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Transport Infrastructure Project means an Infrastructure Project identified in Schedule 7

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 the singular includes the plural and vice versa;
- 2.1.2 a reference to a gender includes all genders;
- 2.1.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;



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- 2.1.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.1.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.1.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.1.7 the Background forms part of this Agreement;
- 2.1.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.1.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land;
- 2.1.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes and reasons for Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; by

- 3.1.1 recording the terms and conditions on which Council agrees to the Owner providing each Infrastructure Project;
- 3.1.2 identifying the Credits to be made available to the Owner against its liability to pay the Monetary Component of the Infrastructure Contribution;
- 3.1.3 providing for the manner of the payment of the Monetary Component and the Land Equalisation Amount of the Infrastructure Component required by the ICP;
- 3.1.4 identifying when a Land Credit Amount is to be paid (if any); and
- 3.1.5 identifying milestones for the provision of Inner Public Purpose Land.

4. Agreement required

Subject to clause 25, the Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.



5. Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement a Public Infrastructure Plan.

6. Payment of Infrastructure Contribution

The Parties agree that:

- 6.1.1 subject to clause 6.1.3 of this Agreement, the Owner is required to pay the Infrastructure Contribution in cash on a stage by stage basis;
- 6.1.2 Council is required to pay the Land Credit Amount in cash once annually on a proportional basis;
- 6.1.3 the Owner is not required to pay the Monetary Component in cash on a stage-by-stage basis if the Owner is entitled to a Credit in accordance with this Agreement; and
- 6.1.4 any component of the Monetary Component of the Infrastructure Contribution which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the relevant Stage of the subdivision of the Subject Land as a result of which the obligation to pay the Monetary Component arises or at such other time as is specified in this Agreement¹.

7. Infrastructure Projects as Works in kind

7.1 Provision of Infrastructure Project(s)

The Owner must provide each:

- 7.1.1 Transport Infrastructure Project
- 7.1.2 Community Infrastructure Project; and
- 7.1.3 Recreation Infrastructure Project -

as is specified in Schedule 7, Schedule 8 and Schedule 9 as the case may be in accordance with the provisions set out in Schedule 7, Schedule 8 and Schedule 9 as the case may be and:

- 7.1.4 in accordance with the Approved Plans;
- 7.1.5 prior to the relevant Provision Trigger, unless an alternate date is approved by Council in writing; and
- 7.1.6 in accordance with a Construction Program provided by the Owner to Council as amended from time to time; and
- 7.1.7 otherwise to the satisfaction of Council.

¹ In accordance with section 46GV(3)(b) of the Act.



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7.2 Time for completion of Infrastructure Projects

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

- 7.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe for the relevant Provision Trigger; or
- 7.2.2 subject to clause 10.2.5, in its capacity as the council, refuse to issue any Statement of Compliance in respect of the development of the relevant Stage of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

7.3 Project Control Group

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

- 7.3.1 be established jointly by the Parties to discuss any Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 7.3.2 include at least one representative nominated by the Owner;
- 7.3.3 be chaired by a representative of Council; and
- 7.3.4 hold meetings at intervals as agreed by the parties.

7.4 Obligation to complete Infrastructure Projects once commenced

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

7.5 Agreed Infrastructure Project Value

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to clause 8.3.5 and Indexation up to the date of the issue of a Certificate of Practical Completion for that Infrastructure Project.

8. Design of Infrastructure Projects

The Owner agrees that:

- 8.1.1 the Owner must at its cost prepare the Designs of each Infrastructure Project generally in accordance with the Infrastructure Contributions Plan and submit the Designs to Council for approval in accordance with clause 8.2;
- 8.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 8.2;



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- 8.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Project including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 8.1.4 prior to awarding any contract for an Infrastructure Project, the Owner must, if requested by Council, submit to Council for its records:
 - (a) a copy of the terms and conditions of the proposed contract; and
 - (b) a copy of the proposed Construction Program.

8.2 Approval of Designs

- 8.2.1 The Owner must:
 - (a) upon finalisation of the functional design for each Infrastructure Project; and
 - (b) upon finalisation of the detailed design for each Infrastructure Project -

prepare and submit to Council for approval the plans and specifications for the construction of each Infrastructure Project, which are to be generally in accordance with the Infrastructure Contributions Plan unless otherwise agreed by the parties.
- 8.2.2 The Owner must ensure that the plans and specifications for the construction of any Infrastructure Project are prepared with due care and skill so that, if the works are constructed strictly in accordance with the plans and specifications, any Infrastructure Project will be fit for its intended purpose.
- 8.2.3 The Owner must during the detailed design phase consult with Council and consider Council's guidance and requirements with respect to proposed Designs, plans or specifications, including arranging regular design review meetings attended by representatives of the Owner and any design consultants engaged by the Owner, as may reasonably be required by the Council, to provide a forum for Council to:
 - (a) discuss and raise queries with respect to any proposed Designs, plans or specifications;
 - (b) propose amendments to any proposed Designs, plans or specifications and provide reasons.
- 8.2.4 Within 20 Business Days of submission under clause 8.2.1 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner. If approved those plans will be the Approved Plans.
- 8.2.5 If Council provides any comments on the plans and specifications under clause 8.2.3, the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.
- 8.2.6 The process set out in clauses 8.2.3 to 8.2.5 will apply until such time as the plans and specifications are approved by Council or are deemed approved pursuant to clause 8.2.7, or a dispute arises between the Parties.



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8.2.7 If Council does not give approval or provide any comments within the time prescribed in clause 8.2.4, the plans and specifications will be deemed approved. These plans will be the Approved Plans

8.2.8 Where a dispute arises between Council and the Owner as to the compliance or suitability of any part of a proposed Design, plan or specification, either party may give written notice to the other requiring a meeting of senior executives for the purpose of resolving the dispute. The meeting of senior executives must be:

- (a) convened within 5 Business Days after delivery of the written notice, or such other period as the parties may agree in writing;
- (b) attended by senior officers of each party with authority to resolve the dispute on behalf of the relevant party;
- (c) attended by the parties in good faith and with a view to resolving the dispute.

8.2.9 Where a dispute cannot be resolved during a meeting convened under clause 8.2.8, the Parties acknowledge and agree that they will follow the dispute resolution process set out in this Agreement.

8.3 Variation of Approved Plans or an Infrastructure Project

8.3.1 Council may at any time before the commencement of construction of an Infrastructure Project, notify the Owner in writing of a proposed variation to the Approved Plans or an Infrastructure Project and how the variation is to be paid in accordance with this Agreement.

8.3.2 If Council proposes a variation under clause 8.3.1, then Council must promptly give the Owner all relevant information that is reasonably required for the Owner to fully consider the proposal.

8.3.3 If Council notifies the Owner of a proposed variation under clause 8.3.1, then within 15 Business Days after receipt of all relevant information under clause 8.3.2 the Owner must notify Council in writing of-

- (a) the estimated costs of the proposed variation, including:
 - (i) any re-design costs;
 - (ii) the costs of assessing and implementing the proposed variation; and
- (b) any delays to the provision of the Infrastructure Project if the variation proceeds;
- (c) additional approvals, or amendments to existing approvals, which will be required for the proposed variation;
- (d) whether the proposed variation would cause the Owner to breach a contract with a third party;
- (e) whether the proposed variation is generally in accordance with the Infrastructure Contributions Plan;
- (f) whether the proposed variation will prevent an Infrastructure Project from complying with the requirements of this Agreement; and



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- (g) whether the proposed variation will cause a material loss or detriment to the Owner including the development of the Subject Land or any land developed in conjunction with the Subject Land

8.3.4 The Owner may, acting reasonably, refuse a proposed variation if the Owner demonstrates that the variation would materially adversely affect the Owner's ability to comply with this Agreement or otherwise materially adversely impact the Owner (including the development of the Subject Land or any land developed in conjunction with the Subject Land) absent any agreed variation to this Agreement or any agreement by Council to pay the reasonable costs of the variation, in which case the Owner must provide detailed, written reasons to Council at the same time as providing notice under clause 8.3.3.

8.3.5 If Council gives the Owner an instruction under clause 8.3.1, and agrees to pay for the variation in cash, and the Owner does not refuse the proposed variation pursuant to clause 8.3.4, the Owner must perform the variation and Council must reimburse in cash the Owner for the costs incurred in undertaking the variation that exceed the Agreed Infrastructure Project Value.

8.3.6 If Council gives the Owner an instruction under clause 8.3.1, and the Owner refuses the proposed variation pursuant to clause 8.3.4, the parties must, within 5 Business Days after Council receives the Owner's notice under clause 8.3.4, meet in good faith to discuss and agree whether:

- (a) Council will withdraw the proposed variation; or
- (b) the Owner will perform the proposed variation, and on what terms (including Council reimbursing the Owner for the costs associated with the implementation of the variation if any).

8.4 Approval of tender documentation for an Infrastructure Project

The Owner must ensure that any tender documentation issued to the market in respect of each Infrastructure Project, and any contract awarded for the construction of part or all of an Infrastructure Project, contains if they have been approved, the Approved Plans and any plans required by Council acting reasonably.

8.5 Warranties

Prior to the Owner entering into design or construction contracts in connection with Infrastructure Projects, Council may, in its absolute discretion, notify the Owner in writing:

- 8.5.1 that it requires any third party design consultants, contractors, suppliers or specialist subcontractors engaged by or on behalf of the Owner (or by any of the Owner's agents or contractors) to provide written warranties in respect of their work, goods or services; and
- 8.5.2 of the nature and duration of such warranties; and
- 8.5.3 whether it requires the warranties to be issued in favour of Council.

The Owner must use its reasonable endeavours to obtain any such warranties strictly as required by Council and, where a warranty is to be issued in favour of Council, provide the warranty in accordance with clause 10 or otherwise upon completion of work.



9. Construction of Infrastructure Projects

The Owner agrees that in providing the Infrastructure Projects:

- 9.1.1 the Owner is responsible for all design and construction risks in relation to the provision of the Infrastructure Project; and
- 9.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value or as provided by clause 8.3.5.

9.2 Standard of work

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

- 9.2.1 accord with the Approved Plans;
- 9.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 9.2.3 not encroach upon any land other than the land shown in the Approved Plans; and
- 9.2.4 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

9.3 Completion of an Infrastructure Project

Subject to clause 10.2.5, the Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

9.4 Access to other land

- 9.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any rectification of Defects in respect of the Infrastructure Project works in accordance with this Agreement, the Owner must, if requested by Council, provide Council with a copy of material evidencing consent of the owner of land to access such land.
- 9.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose, and otherwise complying with all laws of the State of Victoria relating to health and safety.
- 9.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.
- 9.4.4 Before accessing land owned by Council for the purpose of constructing an Infrastructure Project or undertaking any maintenance or rectification of defects in respect of the Infrastructure Project, the Owner must obtain the consent of the Council, which must not be unreasonably withheld or delayed by Council.



10. Certificate of Practical Completion

10.1 Certificate of Practical Completion

- 10.1.1 Unless otherwise agreed by the parties, Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council, has been completed to the satisfaction of Council in accordance with this Agreement. Council may refuse to issue a Certificate of Practical Completion if the Owner has failed to comply with clause 10.2.
- 10.1.2 Where an Infrastructure Project constitutes a Recreation Infrastructure Project or Community Infrastructure Project, the Owner may procure from a third party, if agreed by Council, a Certificate of Practical Completion for that Recreation Infrastructure Project or Community Infrastructure Project and the provisions of clause 10.2 do not apply.
- 10.1.3 In making any determination as to whether an Infrastructure Project has achieved Practical Completion, Council may seek technical advice from a third party.

10.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 10.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority and provide to Council the as-built plans and drawings, licences, warranties and insurance policies (as is relevant) in connection with the Infrastructure Project;
- 10.2.2 within 10 Business Days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 10.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
 - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 10.2.4 subject to clause 10.2.5, if Council is not satisfied with the Infrastructure Project being completed in accordance with the Approved Plans, Council may refuse to issue a Certificate of Practical Completion provided Council:
- (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project.
- 10.2.5 Council may, notwithstanding a minor non-compliance or minor non-completion, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project in accordance with the Approved Plans can be secured or otherwise guaranteed to its satisfaction.



11. Risk

11.1 Care of the Infrastructure Project

- 11.1.1 Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with the Owner.
- 11.1.2 Subject to clause 11.3, upon the issue of a Certificate of Practical Completion, an Infrastructure Project vests in the Council, who will have the responsibility for care of the Infrastructure Project.

11.2 Insurance

- 11.2.1 The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances to Council promptly upon request.
- 11.2.2 Subject to being agreed by the Owner's insurer, the Owner must ensure that where the works for an Infrastructure Project are on Council land:
- (a) Council's interests are identified under any public liability or construction works insurance; and
 - (b) Council is a named insured under any professional indemnity insurance;
- held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

11.3 Maintenance Period of Infrastructure Projects

- 11.3.1 From the date of the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.
- 11.3.2 The Owner must, during the Maintenance Period, rectify all Defects (excluding fair wear and tear) in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project.
- 11.3.3 If the Owner fails to rectify Defects in accordance with clause 11.3.2, or the Infrastructure Project has not otherwise been completed in accordance with the Approved Plans, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner.
- 11.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the expiration of the Maintenance Period.

11.4 Bank Guarantee

The Owner agrees that:

- 11.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;



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- 11.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and
- 11.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.

12. Inner Public Purpose Land

12.1 Timing of Provision of Inner Public Purpose Land

The Parties agree that each parcel of Inner Public Purpose Land will be provided to Council at or before the Provision Triggers set out in Schedule 5.

12.2 Method of Provision of Inner Public Purpose Land

The Owner agrees that each parcel of Inner Public Purpose Land will be provided to Council in accordance with section 46GV(5) of the Act and for the purposes of section 46GV (6) the plan referred to in section 46GV(5) must be lodged for registration under section 22 of the *Subdivision Act 1988* within the time specified as the Provision Trigger in Schedule 5 to this Agreement or such other time as is agreed in writing by Council.

12.3 Access to Inner Public Purpose Land

Where under the Infrastructure Contributions Plan an Owner is required to provide any Inner Public Purposes Land to Council or any other authority, the Owner must provide reasonable access to that land prior to vesting on reasonable notice, at no cost to Council or any other relevant authority, for the purpose of undertaking any surveys, testing, sampling or any other assessment that is reasonably related to the provision of infrastructure for which the Inner Public Purpose Land is intended. Council or any other authority must cooperate with the Owner and comply with any reasonable direction from the Owner in accessing the land.

12.4 Payment of Land Credit Amount

The Owner agrees that where under the Infrastructure Contributions Plan an Owner is entitled to a Land Credit Amount in respect of a land parcel as specified in the Infrastructure Contributions Plan and that land parcel forms part of the Subject Land under this Agreement, the Land Credit Amount will be paid to the Owner as the Agreed Land Credit Amount in accordance with clause 6.1.2 and Schedule 6.

13. Credit and processing of credits

13.1 Credit

The Parties agree that:

- 13.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value (with any necessary adjustments as required by this Agreement) from the commencement of this Agreement;
- 13.1.2 to the extent that any Credit is derived from providing any Transport Infrastructure Project, the Credit will first be a credit against the transport levy component and the supplementary levy component of the Monetary Component and any balance



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remaining will be a credit against the community and recreation levy component of the Monetary Component.²

- 13.1.3 where there is an entitlement to a Credit, the Owner is not required to pay the Monetary Component of the Infrastructure Contribution in cash until the Credit has been exhausted, determined as set out in clause 13.1.4;
- 13.1.4 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- (a) calculate the Monetary Contribution of the Infrastructure Contribution payable for such Stage(s) as at that date; and
 - (b) calculate the Credit available to the Owner (including Indexation); and
 - (c) provide the Owner with a statement as to the calculations of the Monetary Contribution, available Credit and amounts applied under Schedule 7; and
 - (d) once confirmed by the Owner, deduct the amount calculated under clause (a) from the Credit calculated under clause (b) until the Credit has been exhausted;
- 13.1.5 when the amount of the Monetary Component of an Infrastructure Contribution exceeds the amount of the Credit remaining:
- (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Infrastructure Contribution payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
 - (b) in relation to subsequent Stages, the Owner must pay the Monetary Component of the Infrastructure Contribution in cash prior to the issue of a Statement of Compliance;
- 13.1.6 Upon the issue of a Statement of Compliance for the final Stage, where the amount of Credit remaining exceeds the Infrastructure Contribution, Council must pay to the owner in cash within 30 days of registration of the relevant plan of subdivision the amount equal to the difference between the Credit and remaining Infrastructure Contribution payable by the Owner.

13.2 Reconciliation

- 13.2.1 For the purpose of enabling and accounting for the Credits that will be due to the Owner under clause 13.1 of this Agreement, the parties agree that the Owner will procure that DFC:
- (a) keeps a detailed ledger for the Subject Land recording all staged Monetary Component liabilities having regard to each component of the Monetary Component (that is the transport levy component, supplementary component and community and recreation), the extent of the Credit that has been taken up, annual indexation in accordance with the Infrastructure Contributions Plan and the value of payments made and the noting the amount credited against each levy type etc.

² The transport levy component and the community and recreation component of the monetary component is set out in the relevant Ministerial Direction. The supplementary levy component is set out in the Infrastructure Contributions Plan.



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- (b) undertakes a full reconciliation -
 - (i) at an early stage as agreed between the parties;
 - (ii) at the Stage at which the Credit is exhausted (if any); and
 - (iii) at the final Stage of the development of the Subject Land.
- (c) advises Council in writing as to the amount of community and recreation component of the Monetary Component which has been paid by way of the Credit -

provided that at each of the various reconciliation points, Council may request the review of the detailed ledgers prepared by DFC by a third party and in that event, the costs of the review is to be shared equally by the Parties.

- 13.2.2 The parties agree that Council will use the detailed ledgers provided by DFC to account for all amounts paid under this Agreement (errors and accidental omissions excepted) and reconcile the various levy reserves under the Infrastructure Contributions Plan internally to ensure that community facilities can still be delivered as needed.

14. Localised Infrastructure

The Parties acknowledge that:

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

15. Further obligations of the Parties

15.1 Transaction costs

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

15.2 Notice and registration

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

15.3 Further actions

The Owner:

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



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15.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

15.3.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

15.4 Council's costs to be paid

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

- 15.4.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 15.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 15.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

15.5 Interest for overdue money

The Parties agrees that:

- 15.5.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date;
- 15.5.2 if interest is owing to Council, Council will apply any payment made to interest and any balance of the payment to the principal amount; and
- 15.5.3 the Council must pay the Owner interest at the rate fixed under section 2 of the *Penalty Interest Rates Act 1983* on any amount due under this Agreement that is not paid by the due date.

16. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

17. Owner's warranties

17.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, it is not aware of any other person that has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

17.2 The Owner warrants that to the best of its knowledge:

- 17.2.1 the Inner Public Purpose Land is free of contamination of any kind which would make the Inner Public Purpose Land unsuitable for its intended purpose as set out in the Precinct Structure Plan; and



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17.2.2 the Inner Public Purpose Land is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

18. Successors in title

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

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

19. General matters

19.1 Notices

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

- 19.1.1 personally on the other Party;
- 19.1.2 by leaving it at the other Party's Current Address;
- 19.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 19.1.4 by email to the other Party's Current Email.

19.2 No waiver

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

19.3 Severability

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

19.4 No fettering of Council's powers

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

19.5 Inspection of documents

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



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19.6 **Governing law**

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

19.7 **Mortgagee**

The Mortgagee by its consent to this Agreement acknowledges and agrees that if it ever becomes Mortgagee-in-possession of the Subject Land it will be bound by the provisions of this Agreement.

19.8 **Caveator**

The Caveator by its consent to this Agreement consents to the recording of this Agreement on the certificate of title to the Subject Land.

20. **GAIC**

20.1 The Owner acknowledges and agrees that unless Council consents otherwise apart from the Inner Public Purpose Land specified in Schedule 4:

20.1.1 all Inner Public Purpose Land provided to Council must have the Inherent GAIC Liability discharged prior to it being provided to Council; and

20.1.2 to the extent it is not, the Owner remains liable to Council for any GAIC liability subsequently incurred by Council as a result of Council's development of the Inner Public Purpose Land.

20.2 The Parties agree that clause 20.1.2 survives the termination of this Agreement

20.3 If requested by Council, the Owner must provide Council a certificate of release under section 201SY of the Act confirming the release of the Inner Public Purpose Land referred to in clause 20.1.1 from its Inherent GAIC Liability.

21. **Foreign resident capital gains withholding**

21.1 **Definitions**

For the purposes of this clause, the following definitions apply:

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act or any superseding provision.

Statement of Compliance has the same meaning as in the Subdivision Act 1988.



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Tax Act means the *Taxation Administration Act 1953* (Cth).

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

21.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project is transferred to or vested in Council.

21.3 Excluded transaction

21.3.1 Clause 21.5 does not apply if:

- (a) the transfer or vesting of the Land Project is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project is an Excluded Transaction no later than 10 Business Days before the Land Project as the case may be is transferred to or vested in Council's ownership.

21.3.2 Without limiting clause 21.3.1, the transfer or vesting of a Land Project is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than \$750,000 or any other amount set out in the Tax Act from time to time as qualifying as an Excluded Transaction.

21.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project then Council will adjust the withholding amount (as specified in clause 21.5 below) in accordance with the Variation Notice.

21.5 Withholding

21.5.1 This clause 21.5 applies if the Owner is taken to be a foreign resident under clause 21.2 and the Owner has not satisfied Council (acting reasonably) that the transfer or vesting of the a Land Project is an Excluded Transaction under clause 21.3.

21.5.2 Subject to clauses 21.5.3 and 21.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 21.4,

(the **withholding amount**).

21.5.3 Subject to clause 21.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:



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- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

21.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 21.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

21.6 Council to remit withholding amount

21.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 21.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

21.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 21.5.

21.8 Owner to co-operate

21.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or



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- (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 21.5;
 - (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
 - (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.
- 21.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

21.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 21 is true and correct.

21.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 21.

22. GST

- 22.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 22.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 22.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 22.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 22.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 22.3.

23. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

24. Amendment of Agreement

- 24.1 This Agreement may be amended in accordance with the Act in relation to all or part of the Subject Land.



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- 24.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 24.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

25. Ending of Agreement

- 25.1 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, this Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 25.2 This Agreement ends:
- 25.2.1 in relation to the balance of the Subject Land when the Owner has complied with all of the Owner's obligations under this Agreement;
 - 25.2.2 at the Owners sole discretion and option, where the Planning Permit lapses or the Owner does not commence the use or development of the Subject Land under the Planning Permit within 12 months of the date of this Agreement; or
 - 25.2.3 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 25.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land which is not a Residential Lot are required to be notified of the proposal.
- 25.4 Council will not unreasonably withhold its consent to a written request made to remove a recording of this Agreement against any part of the Subject Land if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 25.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 25.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



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26. Dispute Resolution

- 26.1 Except as otherwise specified in this Agreement, if any dispute arises in relation to this Agreement then, either party may at its election:
- 26.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
 - 26.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 26.2 A party may not commence any of the processes referred to in clause 26.1 until it has complied with clauses 26.3 and 26.4 unless the dispute relates to a matter requires an urgent interlocutory application.
- 26.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.
- 26.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 26.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.



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Schedule 1 Infrastructure Contributions Plan and Precinct Structure Plan

Donnybrook-Woodstock Infrastructure Contributions Plan as incorporated in the Planning Scheme.

Donnybrook-Woodstock Precinct Structure Plan as incorporated in the Planning Scheme

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Schedule 2 Subject Land

Name of Owner	Address of Owner	Address of Parcel	Parcel of Land (Volume and Folio)	Land Budget Property Number	Planning Permit Ref.	Mortgagee
Premier Bay						
Premier Bay Pty Ltd ACN 052 427 684	327 Settlement Road, Thomastown Vic (registered office) and c/- DFC (Woodstock) ACN 154 138 020 Pty Ltd 863 High Street, Armadale VIC 3143	1145 Donnybrook Road, Donnybrook	<ul style="list-style-type: none"> Volume 12261 Folio 391 being Lot AN on PS804573T Volume 12261 Folio 392 being Lot AR on PS804573T Volume 12261 Folio 394 being Lot AG on PS804573T Volume 12261 folio 397 being Lot K on PS804573T Volume 12261 folio 396 being Lot C on PS804573T Volume 12316 folio 199 being Lot V on PS828047G 	32 & 33	717349	<p>Mortgage(s) on Lot AN, Lot AR, Lot AG, Lot K and Lot C of PS804573T:</p> <ul style="list-style-type: none"> Australia and New Zealand Banking Group Ltd instrument number AT009825P DF(Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AT463618H <p>Mortgage(s) on Lot V on PS828047G:</p> <ul style="list-style-type: none"> Australia and New Zealand Banking Group Ltd instrument number AT009825P DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AT463618H <p>Mortgage(s) on Lot Q on PS825777H:</p> <ul style="list-style-type: none"> Australia and New Zealand Banking Group Ltd instrument number AT009825P DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AT463618H



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			<ul style="list-style-type: none"> • Volume 12260 folio 474 being Lot Q on PS825777H • Volume 12435 folio 368 being Lot AZ on PS847488R • Volume 12377 folio 489 being Lot 5001 on PS833839R • Lot BB on PS847514T being part of the land contained in certificate of title volume 12437 folio 003 			<p>Mortgage(s) on Lot AZ on PS847488R:</p> <ul style="list-style-type: none"> • Australia and New Zealand Banking Group Ltd instrument number AV593948Q • DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AV593949N <p>Mortgage(s) on Lot 5001 on PS833839R:</p> <ul style="list-style-type: none"> • Australia and New Zealand Banking Group Ltd instrument number AV593948Q • DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AV595949N <p>Mortgage(s) on Lot BB on PS847488R being part of the land contained in certificate of title volume 12437 folio 003:</p> <ul style="list-style-type: none"> • Australia and New Zealand Banking Group Ltd instrument number AV593948Q • DF (Woodstock) Developments Pty Ltd ACN 149 132 472 instrument number AV593949N
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Schedule 3 Maintenance Period

Maintenance Period

Infrastructure Type	Maintenance Period
Soft Landscaping	As per Planning Permit
Transport Infrastructure Project	3 months (concurrent with any maintenance period required by the relevant authority)
Community Infrastructure Project	n/a
Recreation Infrastructure Project	n/a

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Schedule 4 GAIC

Table referred to in clause 20.1

Project Number/Description in ICP	Description of the Inner Public Purpose Land Space Land and intended public purpose	Size of the area involved
NIL	NIL	NIL

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Schedule 5 Milestones

Milestones for provision of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	PIP Project No.	Quantum of Land	Provision Trigger/time for provision of Inner Public Purpose Land
Premier Bay Lots 2 & 3			
RD-05** Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1A-i	2.508 Ha (including all three parts 1A-i, 1A-ii, and 1B) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
RD-05** Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation	1A-ii		In accordance with the PIP
RD-05** Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation	1B		In accordance with the PIP
IN-04 Intersection: Donnybrook Road & Koukoura Drive Acquisition of land for ultimate alignment of intersection	2	0.9136 Ha (Part of IN-04) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive Acquisition of land for ultimate alignment of intersection	3A	2.088 Ha (Part of IN-07, including 3A & 3B) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive	3B		In accordance with the PIP



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Acquisition of land for ultimate alignment of intersection			
IN-11** Intersection: Cameron Street & Koukoura Drive Acquisition of land for ultimate alignment of intersection	4A	2.2875 Ha (Part of IN-11) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
CI-04 Koukoura Drive Community Centre (with library) Acquisition of land for a community facility (level 3 multipurpose facility at LTC-1 with family resource centre and branch library)	9	2.0 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
SR-03 Darebin Creek Sports Reserve Acquisition of land for a sports and recreation facility (outdoor multipurpose sports field and pavilion near LTC-4)	11	8.0 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-16** Local Park	12B	0.0604 ha (Part of LP-16) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-18** Local Park	14A	0.895 Ha (Part of LP-18) or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-19 Local Park	15	0.272 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-20 Local Park	16	0.384 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP



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LP-21 Local Park	17	1.056 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-22 Local Park	18	0.385 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
LP-23 Local Park	19	1.196 Ha or otherwise in accordance with the PIP relative to the quantum of land required on the Subject Land to the total quantum required for the entire land project.	In accordance with the PIP
Total Inner Public Purpose Land (properties 32 & 33)		21.828 Ha or otherwise in the total in accordance with the above	In accordance with Donnybrook/Woodstock ICP
The Quantum of Land is an estimate only. The parties should refer to the PIP.			
** Part of the Land Project sits outside of properties 32 & 33, the quantum of land for these projects is provided in accordance to Donnybrook/Woodstock ICP.			



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Schedule 6 Public Land - Land Credit Amount and Land Equalisation Amounts

Agreed Land Credit Amount and Agreed Land Equalisation Amount in respect of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	PIP Project No.	Quantum of Land	Agreed Land Credit Amount – as at July 2021	Agreed Land Equalisation Amount – (2021/22 FY)
Premier Bay Lots 2 & 3				
RD-05 Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1A-i	2.508 Ha (including all three parts 1A-i, 1A-ii, and 1B)		
RD-05 Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1A-ii			
RD-05 Koukoura Drive Donnybrook Road to Gunns Gully Road – Acquisition of land to create 34m wide ultimate road reservation)	1B			
IN-04 Intersection: Donnybrook Road & Koukoura Drive Construction of a primary arterial to a secondary arterial road 4-way intersection (interim treatment)	2	0.9136 Ha (Part of IN-04)		
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive Acquisition of land for ultimate alignment of intersection	3A	2.088 Ha (Part of IN-07, including 3A & 3B)		
IN-07 Intersection: Hayes Hill Boulevard & Koukoura Drive	3B			



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Acquisition of land for ultimate alignment of intersection				
IN-11 Intersection: Cameron Street & Koukoura Drive Acquisition of land for ultimate alignment of intersection	4A	2.2875 Ha (Part of IN-11)		
CI-04 Koukoura Drive Community Centre (with library) Acquisition of land for a community facility (level 3 multipurpose facility at LTC-1 with family resource centre and branch library)	9	2.0 Ha		
SR-03 Darebin Creek Sports Reserve Acquisition of land for a sports and recreation facility (outdoor multipurpose sports field and pavilion near LTC-4)	11	8.0 Ha		
LP-16 Local Park	TBA	0.0604 ha (Part of LP-16)		
LP-18 Local Park	14A	0.895 Ha (Part of LP-18)		
LP-19 Local Park	15	0.272 Ha		
LP-20 Local Park	16	0.384 Ha		
LP-21 Local Park	17	1.056 Ha		
LP-22 Local Park	18	0.385 Ha		
LP-23 Local Park	19	1.196 Ha		
Total (prop. 32 and 33)		21.828 Ha	\$1,877,846.98	\$1,497,745.79
Total balance of Land Credit Amount and Land Equalisation Amount			\$380,101.19	
NDA 143.507 Ha				
Per Hectare Agreed Land Credit Amount payment amount			\$2,648.66 (refer clause 6.1.2 for method of payment)	

The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to Indexation.

The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to change in the same way and at the same time that the Land Credit Amount and the Land Equalisation Amount are varied and or recalculated by the Infrastructure Contribution Plan including Indexation.



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The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are to be adjusted proportionately where the quantum of land is varied and or recalculated by the Infrastructure Contribution Plan.

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Schedule 7 Transport Infrastructure Projects

ICP Project No.	PIP Project No.	Description of the Transport Infrastructure Project	Project Extent	Provision Trigger	Agreed Infrastructure Project Value – (2021/22 FY)
Premier Bay Lots 2 & 3					
RD-05	1A-i	Road Construction of 2 land divided carriageway (interim treatment), excluding intersections	77% in total, 731.5 linear metres (including RD-5 1A-i, 1A-ii, and 1B)		\$8,612,334.39 in total (including the value for all three parts RD-5 1A-i, 1A-ii, and 1B)
RD-05	1A-ii	Road Construction of 2 land divided carriageway (interim treatment), excluding intersections			
RD-05	1B	Road Construction of 2 land divided carriageway (interim treatment), excluding intersections			
IN-04	2	Intersection Construction of primary arterial to secondary arterial 3-way intersection (interim treatment)	100%		\$6,798,655
IN-07	3A	Intersection Construction of secondary arterial to boulevard connector street 4-way intersection – Part of southern leg only (interim treatment)	5.5%, small section of approach.		\$203,458.59



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IN-07	3B	Intersection Construction of secondary arterial to boulevard connector street 4-way intersection – Remainder of intersection (interim treatment)	94.5%, 4 legs		\$3,495,788.51
IN-11	4A	Intersection Construction of secondary arterial to boulevard connector (west) road and connector street (east) 4-way intersection – south, east and west legs (interim treatment)	75%, southern, eastern and western legs		\$3,917,103.24
BR-03	7	Major Culvert Construct a GGF habitat suitable culvert/bridge crossing of Darebin Creek – 2 lane major culvert crossing	100%		\$4,162,974
BR-04	8	Major Culvert Construct a GGF habitat suitable culvert/bridge crossing of Darebin Creek – 2 lane major culvert crossing	100%		\$3,672,360

The Agreed Infrastructure Project Value is subject to Indexation.

The Agreed Infrastructure Project Value is to be adjusted proportionately if less than the full extent of the Project is delivered.

The Agreed Infrastructure Project Value is subject to change in the same way and at the same time that the Infrastructure Project Value is varied and or recalculated by the Infrastructure Contribution Plan including Indexation.



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Schedule 8 Community Infrastructure Projects

Community Infrastructure Projects

Nil

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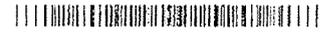
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Schedule 9 Recreation Infrastructure Projects

Recreation Infrastructure Projects

Nil

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AWM 915088



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Signing Page

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

Signed, Sealed and Delivered by Justin O'Meara and Liam Wilkinson on behalf of Whittlesea City Council pursuant to the power delegated to them by an Instrument of Delegation in the presence of:

DocuSigned by:
Justin O'Meara
DF3BDFDAF66D435...
DocuSigned by:
Siobhan Short
FCE6231B364C42B...

Delegate

Witness

DocuSigned by:
[Signature]
37D7C4096B4F443...
DocuSigned by:
[Signature]
6055AD18200D402...

Delegate

Witness

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

Executed by Premier Bay Pty Ltd ACN 052 427 684)
in accordance with section 127 of the Corporations Act)
2001:)

[Signature]

Rosalba Portella
Director
79 Blossom Park Drive
Mill Park VIC 3082

[Signature]

Tommaso Montalto
Director / Secretary
295 Brookville Drive
Craigieburn VIC 3064



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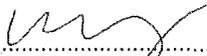
**Australia and New Zealand Banking Group Ltd
Mortgagee's Consent**

Australia and New Zealand Banking Group Ltd as Mortgagee under the following instruments of mortgage:

- a) Instrument AT009825P, volume 12261 folio 391, volume 12261 folio 392, volume 12261 folio 394, volume 12261 folio 397, volume 12261 folio 396, volume 12316 folio 199 & volume 12260 folio 474
- b) Instrument AV593948Q, volume 12435 folio 368, volume 12377 folio 489 & volume 12437 folio 003

consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the relevant covenants and conditions of this Agreement.

Signed for and on behalf of **Australia and New Zealand Banking Group Limited** ABN 11 005 357 522 by the party's attorney pursuant to power of attorney dated 23 November 2021 in the presence of:



 Witness- William Cluyas



 Attorney
 Gary Ian Harris

 Name of attorney (print)

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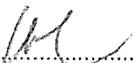
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**DF (Woodstock) Developments Pty Ltd
Mortgagee's Consent**

DF (Woodstock) Developments Pty Ltd ACN 149 132 472 as Mortgagee under the following instruments of mortgage:

- a) Instrument AT463618H, volume 12261 folio 391, volume 12261 folio 392, volume 12261 folio 394, volume 12261 folio 397, volume 12261 folio 396, volume 12316 folio 199 & volume 12260 folio 474
- b) Instrument AV593949N, volume 12435 folio 368, volume 12377 folio 489 & volume 12437 folio 003

consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the relevant covenants and conditions of this Agreement.

.....  

Ian Morris Kiefel
Director

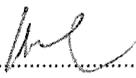
Adam Soffer
Secretary



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DF (Woodstock) FRR Pty Ltd
Caveator's Consent

DF (Woodstock) FRR Pty Ltd ACN 153 551 930 as Caveator under instrument AV593950E consents to the Owner entering into this Agreement.

Ian Morris Kiefel
Director

Adam Soffer
Secretary

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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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 26/06/2025 02:59:03 PM

Status	Registered	Dealing Number	AZ167927S
Date and Time Lodged	20/05/2025 03:42:22 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	90507333793-soli SWM

MORTGAGE

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 being mortgaged

FEE SIMPLE

Land Title Reference

12608/351

Mortgagor

Given Name(s)	HANDSON THOMAS TAKUDZWA
Family Name	NHANHANGA
Given Name(s)	LYNETT
Family Name	NHANHANGA

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian Credit Licence	234945
Address	
Floor Type	LEVEL
Floor Number	1



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Number 11
Street Name HARBOUR
Street Type STREET
Locality SYDNEY
State NSW
Postcode 2000

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

Terms and Conditions of this Mortgage

(a) Document Reference AA9483

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage. 2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum. 3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage. 4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement. 4A. This mortgage and the Memorandum incorporated into it, contains one or more references to an off-Register document, the provisions of which do not affect any of the essential terms of the mortgage. 5. You agree to comply with the provisions of the Memorandum. 6. If this mortgage is a mortgage of a registered lease, the Memorandum is varied as follows: By adding at the end of Clause A3.1(h): (iv) you have not transferred your interest as lessee of The Property; and (v) you have told us if you have a sub-tenant in The Property.

Mortgagee Execution

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

Executed on behalf of	COMMONWEALTH BANK OF AUSTRALIA
Signer Name	CALVIN WU
Signer Organisation	COMMONWEALTH BANK OF AUSTRALIA
Signer Role	AUTHORISED SIGNATORY
Execution Date	09 MAY 2025

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & 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 26/06/2025 02:59:03 PM

Status	Registered	Dealing Number	AZ167926U
Date and Time Lodged	20/05/2025 03:42:22 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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

Privacy Collection Statement

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

Land Title Reference

12608/351

Transferor(s)

Name	PREMIER BAY PTY LTD
ACN	052427684

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 324000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	LYNETT
Family Name	NHANHANGA
Address	
Unit Type	UNIT
Unit Number	3
Street Number	30



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Name VERNEY NORTH
Street Type ROAD
Locality CONGUPNA
State VIC
Postcode 3633

Given Name(s) HANDSON THOMAS TAKUDZWA
Family Name NHANHANGA

Address

Unit Type UNIT
Unit Number 3
Street Number 30
Street Name VERNEY NORTH
Street Type ROAD
Locality CONGUPNA
State VIC
Postcode 3633

Duty Transaction ID
6269774

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

Execution

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

Executed on behalf of	PREMIER BAY PTY LTD
Signer Name	SARAH RIZK
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	20 MAY 2025



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

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

Executed on behalf of	LYNETT NHANHANGA HANDSON THOMAS TAKUDZWA NHANHANGA
Signer Name	RACHEL LEE NUGENT
Signer Organisation	SHEPPARTON CONVEYANCING SERVICES
Signer Role	LICENSED CONVEYANCER
Execution Date	20 MAY 2025

File Notes:

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Statement End.



Department of Environment, Land, Water & Planning

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Produced 26/06/2025 02:58:58 PM

Status	Registered	Dealing Number	AZ127792Q
Date and Time Lodged	08/05/2025 01:32:19 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

WITHDRAWAL OF CAVEAT

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

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Land Title Reference

12608/340
12608/341
12608/342
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12608/357
12608/358
12608/359

Land and Recorded Caveator



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Name DF (WOODSTOCK) FRR PTY LTD
ACN 153551930

Caveat Number
AV593950E

The caveator withdraws the caveat specified over the land described.

Execution

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

Executed on behalf of	DF (WOODSTOCK) FRR PTY LTD
Signer Name	SARAH RIZK
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 MAY 2025

File Notes:
NIL

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Statement End.



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Produced 26/06/2025 02:59:03 PM

Status	Registered	Dealing Number	AZ167925W
Date and Time Lodged	20/05/2025 03:42:22 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

DISCHARGE OF MORTGAGE OR CHARGE

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

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Land Title Reference

12608/351

Mortgagee or Annuitant

Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Name on Title	AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD
Reason for Difference	Approved abbreviation
Applicable Instrument	AV593948Q
ACN	005357522
Australian credit licence	234527

Mortgage or Charge Number

AV593948Q

The mortgagee or annuitant discharges the land described from the moneys or annuity secured by the mortgage(s) or charge(s) specified.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

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

Executed on behalf of	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Signer Name	NICOLE EVANS
Signer Organisation	GADENS LAWYERS
Signer Role	LAW PRACTICE
Execution Date	13 MAY 2025

File Notes:

NIL

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Statement End.

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS828074D
Number of Pages (excluding this cover sheet)	10
Document Assembled	03/07/2025 11:52

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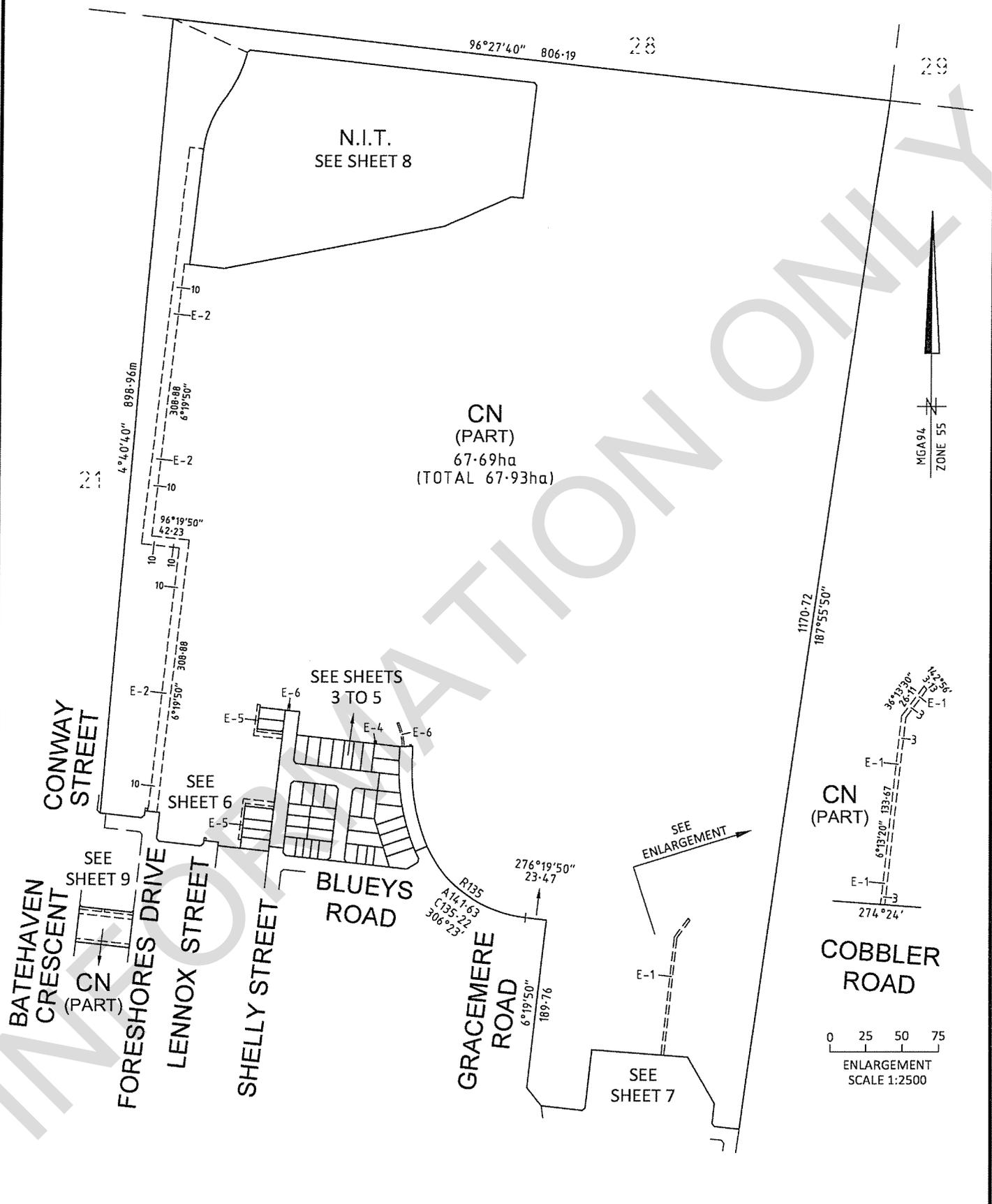
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		EDITION 1	PLAN NUMBER PS828074D	
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: KALKALLO</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 21 (PART)</p> <p>TITLE REFERENCES: Vol.12596 Fol.974</p> <p>LAST PLAN REFERENCE/S: PS909272Y (LOT CC)</p> <p>POSTAL ADDRESS: 100C LENNOX STREET (At time of subdivision) DONNYBROOK VIC 3064</p> <p>MGA94 Co-ordinates E 324 590 (of approx centre of land in plan) N 5 843 320 ZONE 55</p>		<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: PLN-41731 Planning Permit Reference: 717349 SPEAR Reference Number: S218666P</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 07/08/2024</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Allison Bonanno for Whittlesea City Council on 08/04/2025</p> <p>Statement of Compliance issued: 16/04/2025</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>LOTS 1 TO 2900 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>LOT CN COMPRISES 2 PARTS ON THIS PLAN.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 10 FOR FURTHER DETAILS.</p> <p>N.I.T DENOTES NOT IN TITLE.</p> <p>OTHER PURPOSE OF THE PLAN: REMOVAL OF THAT PART OF DRAINAGE, SEWERAGE & POWERLINE EASEMENT E-9 ON PS909272Y AS AFFECTS MERYLA ROAD ON THIS PLAN.</p> <p>GROUND(S) FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.</p> <p>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</p>		
ROAD R1	WHITTLESEA CITY COUNCIL			
ROAD R2	WHITTLESEA CITY COUNCIL			
RESERVE No.1	WHITTLESEA CITY COUNCIL			
NOTATIONS				
<p>DEPTH LIMITATION: DOES NOT APPLY</p> <p>STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. 717349</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM33, PM36 (MERRIANG) AND PM48, PM49, PM53, PM54, PM77, PM94 & PM95 (KALKALLO)</p> <p>PROCLAIMED SURVEY AREA: 74</p> <p style="text-align: center;">PEPPERCORN HILL - PREMIER BAY 29 2.407ha 44 LOTS</p>				
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 PLAN	PS830860S	YARRA VALLEY WATER
E-2	CARRIAGEWAY	SEE PLAN	PS833839R	LOT 5001 ON PS833839R
E-3	SEWERAGE	SEE PLAN	PS909272Y	YARRA VALLEY WATER
E-4	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-5	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL
E-6	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-7	DRAINAGE	SEE PLAN	PS909271B	WHITTLESEA CITY COUNCIL
E-8	SEWERAGE	SEE PLAN	PS909271B	YARRA VALLEY WATER
	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS909271B	YARRA VALLEY WATER
	GAS DISTRIBUTION PIPELINE	SEE PLAN	PS909271B	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
	POWERLINE	SEE PLAN	PS909271B (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD
 an sm company		SURVEYOR REF: 1607s-PB29		ORIGINAL SHEET SIZE: A3
©SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149) TOWER 4, LEVEL 20, 727 COLLINS STREET DOCKLANDS VIC 3008		Digitally signed by: Rohan Bakker, Licensed Surveyor, Surveyor's Plan Version (H), 20/03/2025, SPEAR Ref: S218666P		SHEET 1 OF 10
		Land Use Victoria Plan Registered 10:31 AM 29/04/2025 Assistant Registrar of Titles		

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D

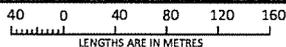


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DOCKLANDS VIC 3008

REF 1607s-PB29

SCALE
1:4000



ORIGINAL SHEET
SIZE: A3

SHEET 2

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Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

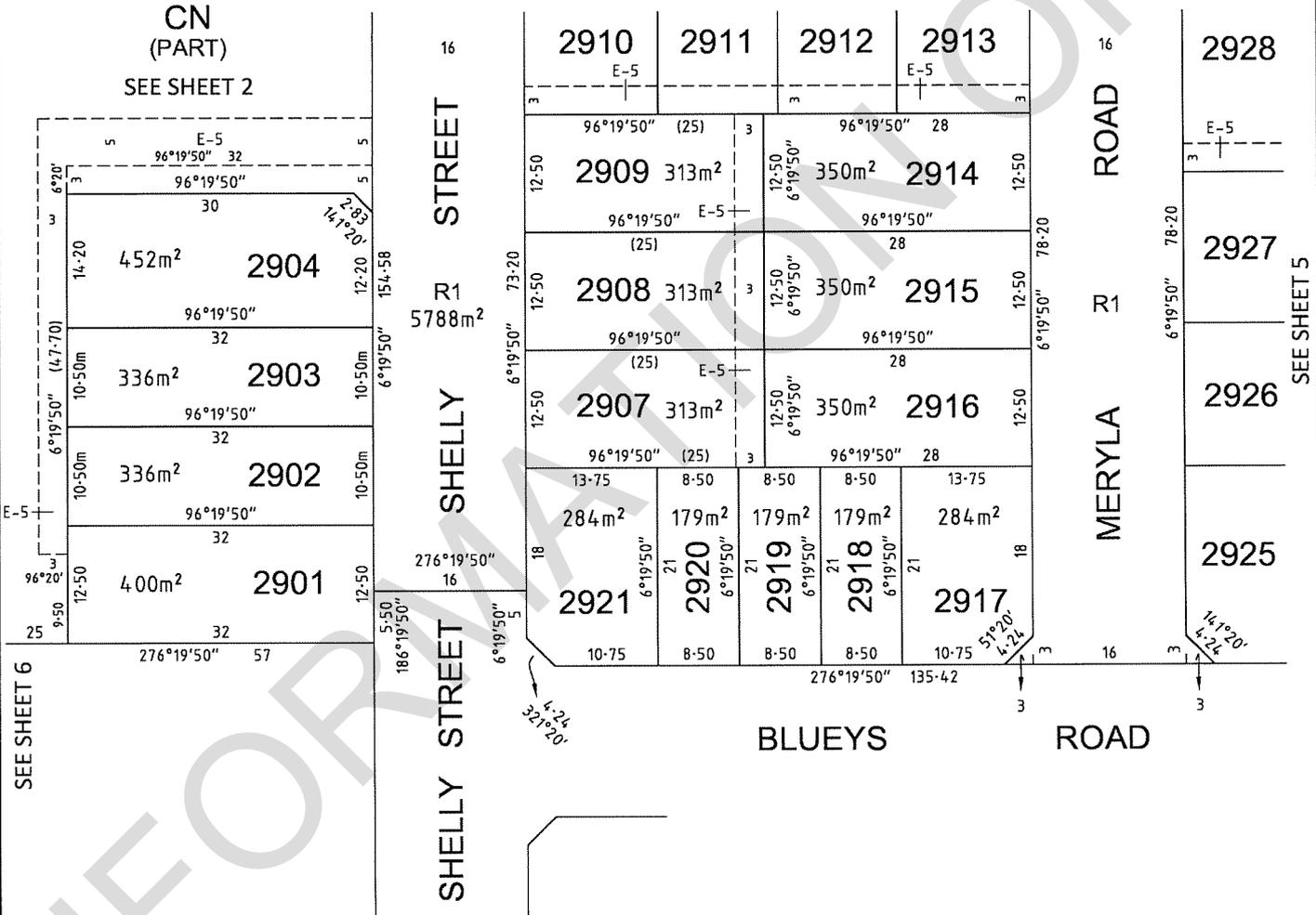
Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D



SEE SHEET 4



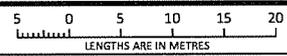
SEE SHEET 6

SEE SHEET 5



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DOCKLANDS VIC 3008 REF 1607s-PB29

SCALE
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ORIGINAL SHEET
SIZE: A3

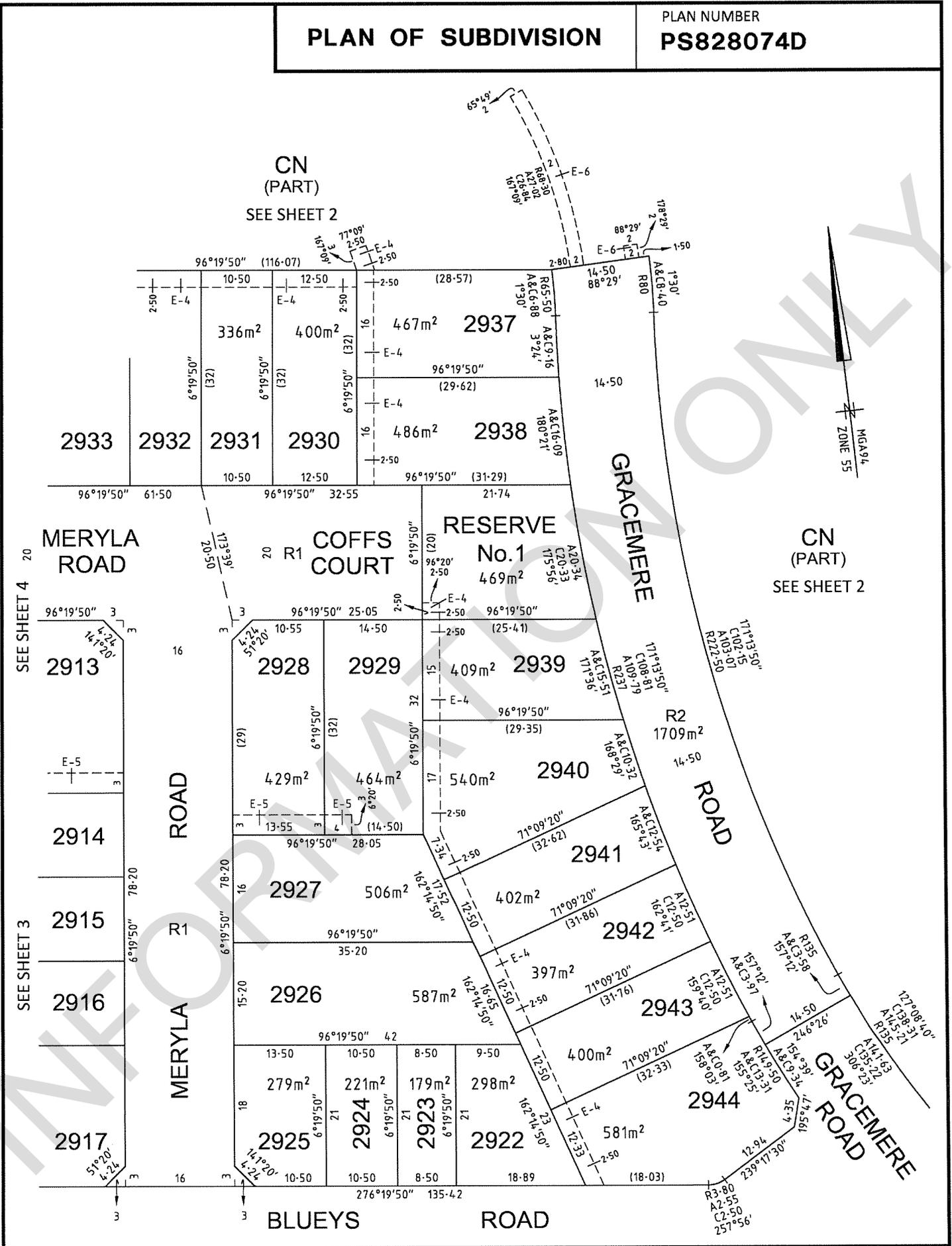
SHEET 3

Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D



SEE SHEET 4

SEE SHEET 3

CN (PART)
SEE SHEET 2

CN (PART)
SEE SHEET 2

MG 94
ZONE 55



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TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008 REF 16075-PB29

SCALE 1:500
LENGTHS ARE IN METRES

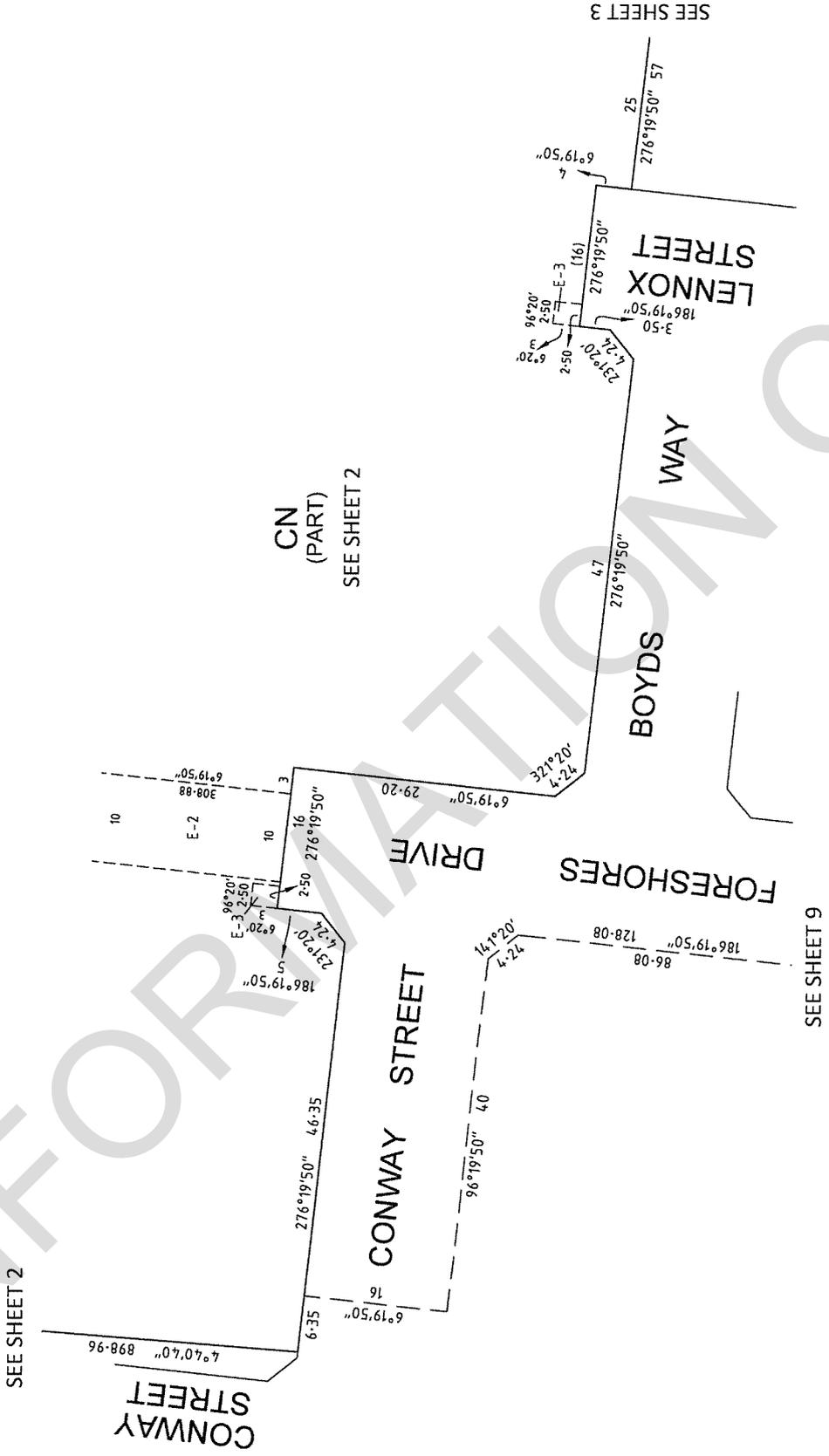
Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

ORIGINAL SHEET SIZE: A3

SHEET 5

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

PLAN OF SUBDIVISION
 PLAN NUMBER
PS828074D



SEE SHEET 2

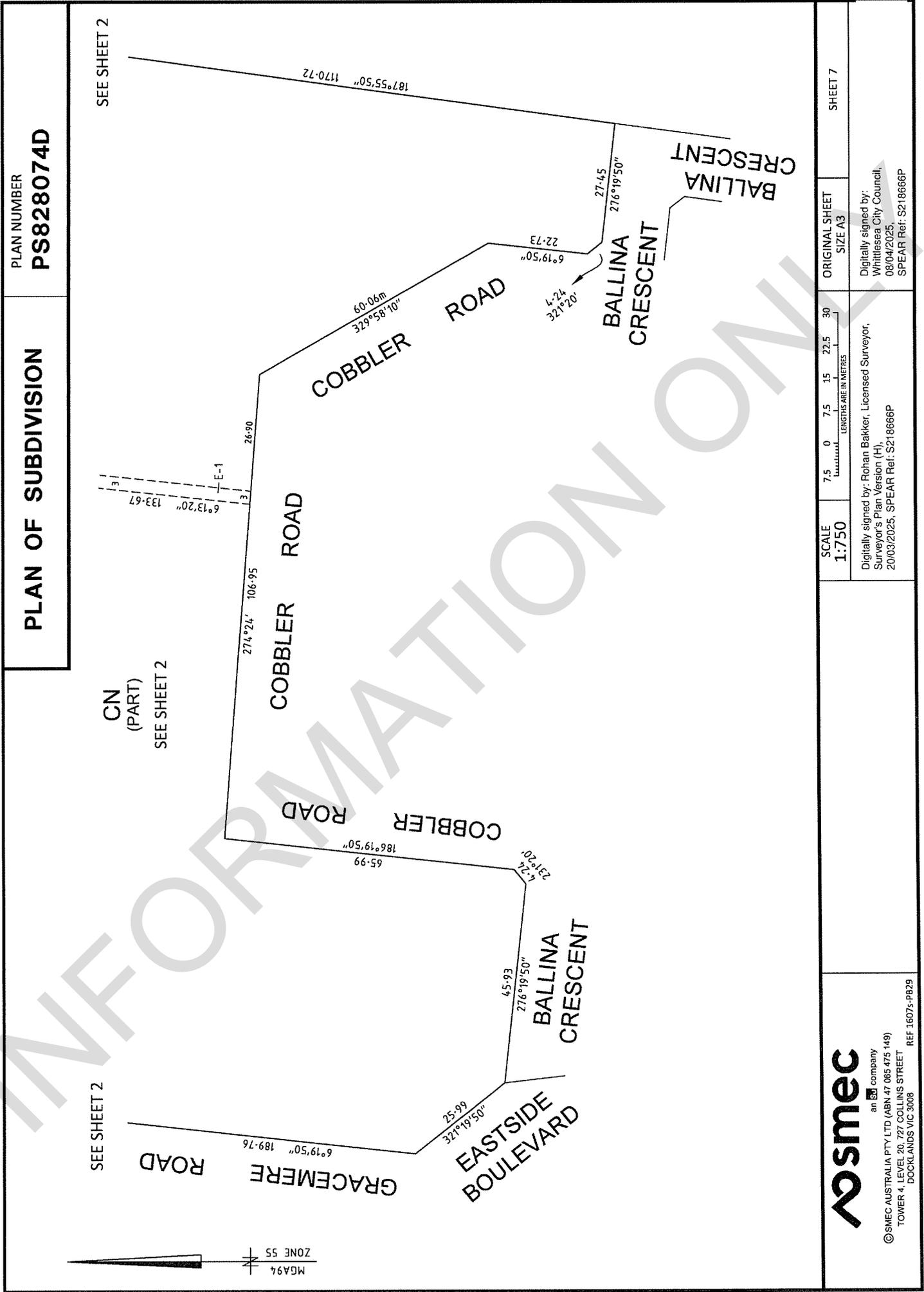
SEE SHEET 2

SEE SHEET 3

SEE SHEET 9

<p>SCALE 1:500</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 6</p>
<p>LENGTHS ARE IN METRES</p>		<p>Digitally signed by: Rohan Bakker, Licensed Surveyor, Surveyor's Plan Version (H), 20/03/2025, SPEAR Ref: S218666P</p> <p>Digitally signed by: Whittlesea City Council 08/04/2025, SPEAR Ref: S218666P</p>

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 TOWER 4, LEVEL 20, 727 COLLINS STREET
 DOCKLANDS VIC 3008 REF 1607s-PB29



PLAN NUMBER
PS828074D

PLAN OF SUBDIVISION

CN
(PART)
SEE SHEET 2

SEE SHEET 2

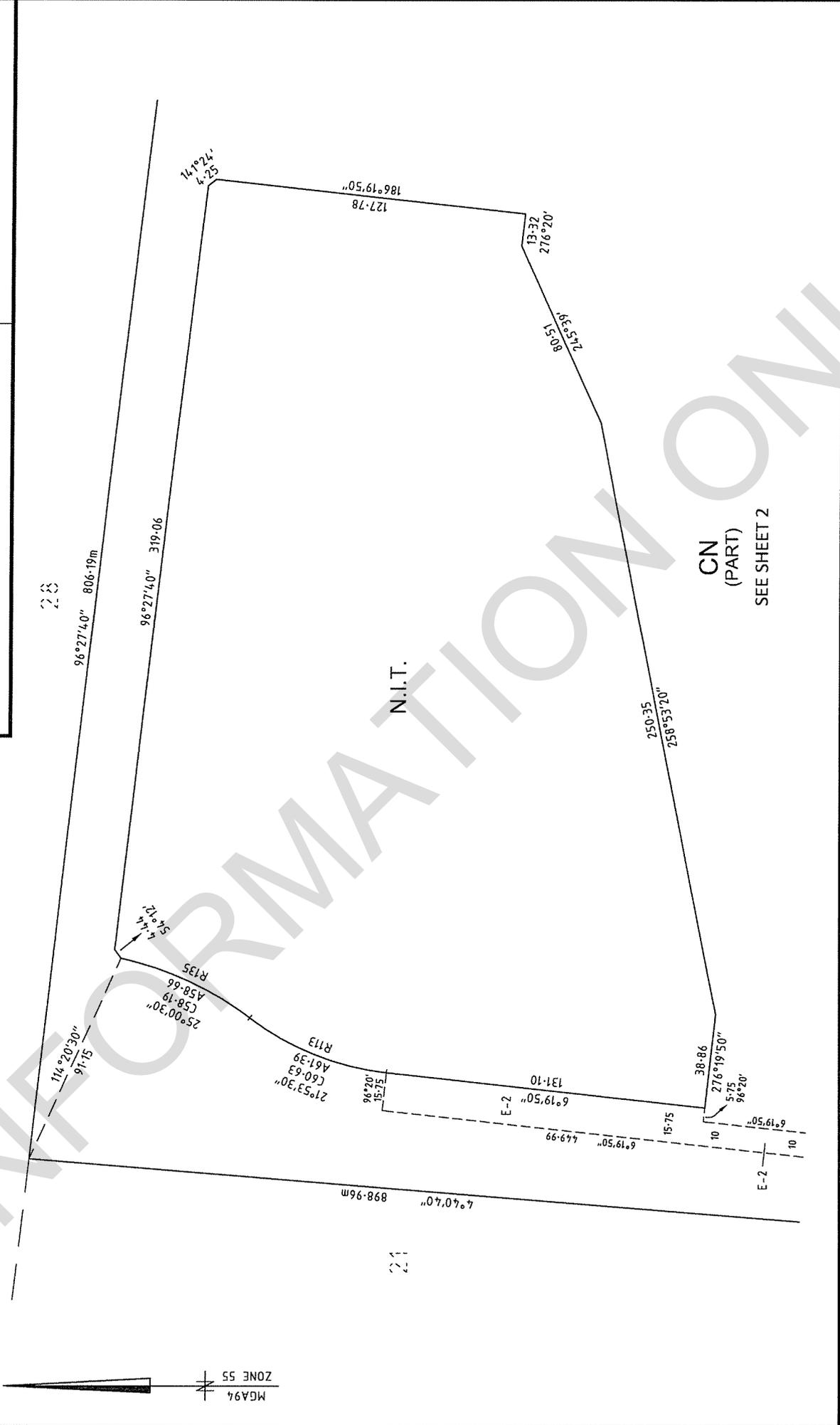
SEE SHEET 2



SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 7
Digitally signed by: Rohan Bakker, Licensed Surveyor, Surveyor's Plan Version (H), 20/03/2025, SPEAR Ref: S218666P		Digitally signed by: Whittessea City Council, 08/04/2025, SPEAR Ref: S218666P	
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PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D



CN
(PART)
SEE SHEET 2

SCALE 1:1500	ORIGINAL SHEET SIZE A3	SHEET 8
Digitally signed by: Rohan Bakker, Licensed Surveyor, Surveyor's Plan Version (H), 20/03/2025, SPEAR Ref: S218668P		
Digitally signed by: Whittlesea City Council 08/04/2025, SPEAR Ref: S218666P		

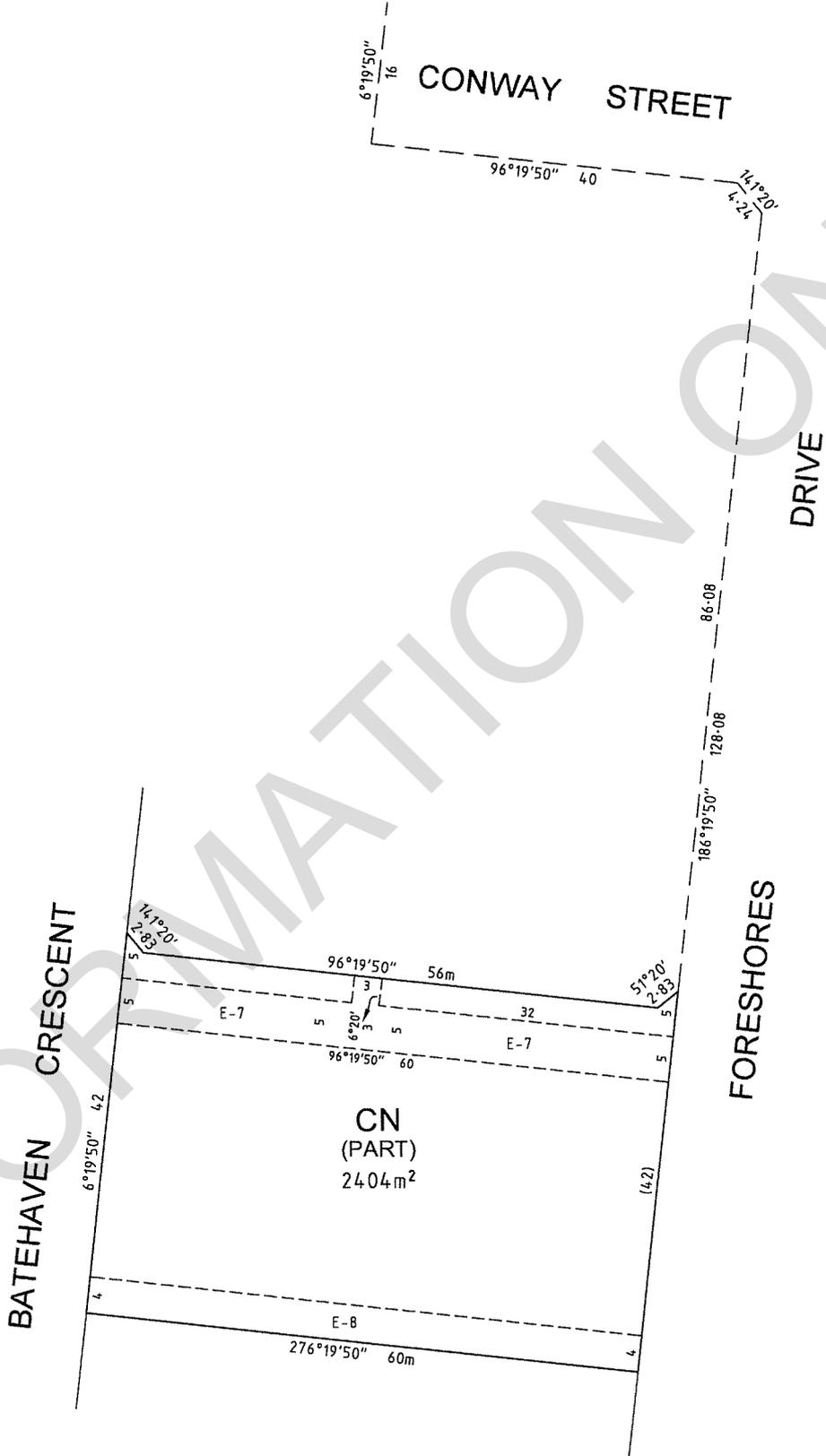
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TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008 REF 1607s-PB25

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D

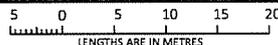


SEE SHEET 6



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DOCKLANDS VIC 3008 REF 1607s-PB29

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 9

Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

PLAN OF SUBDIVISION

PLAN NUMBER
PS828074D

CREATION OF RESTRICTION 1

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

Burdened Land: Lots 2901 to 2944 (both inclusive)

Benefited Land: Lots 2901 to 2944 (both inclusive)

1. With the exception of any variations approved by the Design Panel appointed by DFC (Woodstock) Pty Ltd (**Design Panel**) and the Responsible Authority:
 - (a) the burdened land must not be used or developed unless in accordance with the plans approved by the Design Panel and the provisions set out in the Eastside at Peppercorn Hill Guidelines;
 - (b) each of Lots 2901 to 2916 and 2926 to 2944 (all inclusive) must not be used or developed unless in accordance with the Memorandum of Common Provisions with dealing number AA010132 and the building envelopes contained in Memorandum of Common Provisions with dealing number AA010664;
 - (c) each of Lots 2910, 2913, 2928, 2936 and 2944 must not be used or developed unless the side wall of the first level of any dwelling on the corner lot:
 - (i) is no less than 900mm from the ground level wall that faces a side street; or
 - (ii) contains no less than 30% glazing for the area of the wall and the remainder of the wall is constructed in contrasting material finishes;
 - (d) each of Lots 2901 to 2916 and 2926 to 2944 (all inclusive) must not be used or developed unless the garage is set back at least 5 metres from the front boundary of the lot;

2. Each of Lots 2917 to 2925 is defined as a Type A lot under the Small Lot Housing Code, and cannot be used unless:
 - (a) in accordance with the Small Lot Housing Code under the Whittlesea Planning Scheme unless in accordance with a planning permit granted to construct a dwelling on the land;

3. The burdened land must not contain more than one dwelling and/or be further subdivided.

Expiry date: Clause 1(a), in the above Restriction shall expire 10 years after the registration of this plan of subdivision.



an company

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TOWER 4, LEVEL 20, 727 COLLINS STREET
DOCKLANDS VIC 3008

REF 1607s-PB29

Digitally signed by: Rohan Bakker, Licensed Surveyor,
Surveyor's Plan Version (H),
20/03/2025, SPEAR Ref: S218666P

ORIGINAL SHEET
SIZE: A3

SHEET 10

Digitally signed by:
Whittlesea City Council,
08/04/2025,
SPEAR Ref: S218666P

Property Clearance Certificate

Land Tax



INFOTRACK / SHEPPARTON CONVEYANCING SERVICES

Your Reference: 25-01505
Certificate No: 92096641
Issue Date: 04 JUL 2025
Enquiries: MXS26

Land Address: 13 MERYLA ROAD DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: HANDSON NHANHANGA & LYNETT NHANHANGA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
REFER TO ATTACHMENT				

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$0
SITE VALUE (SV):	\$37,120
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$966.28

Notes to Certificate - Land Tax

Certificate No: 92096641

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$37,120

Calculated as \$0 plus (\$37,120 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$0.00

Taxable Value = \$0

Calculated as \$0 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92096641

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: 92096641

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 92096641

Land Address: 13 MERYLA ROAD DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47867835	2912	828074	12608	351	\$400.57

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MONTALTO FAMILY TRUST	2025	\$15,332	\$401.38	\$0.00	\$400.57

Comments: Land Tax of \$401.38 has been assessed for 2025, an amount of \$0.81 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Current Land Tax Charge: 47867835 \$400.57

Land Address: 13 MERYLA ROAD DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50946355	2912	828074	12608	351	\$565.71

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MONTALTO FAMILY TRUST	2025	\$21,788	\$570.38	\$0.00	\$565.71

Comments: Land Tax of \$570.38 has been assessed for 2025, an amount of \$4.67 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Current Land Tax Charge: 50946355 \$565.71

Total: \$966.28

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / SHEPPARTON CONVEYANCING SERVICES

Your Reference: 25-01505
Certificate No: 92096641
Issue Date: 04 JUL 2025
Enquires: MXS26

Land Address: 13 MERYLA ROAD DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47867835	2912	828074	12608	351	\$0.00

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

Land Address: 13 MERYLA ROAD DONNYBROOK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50946355	2912	828074	12608	351	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$0
SITE VALUE:	\$37,120
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92096641

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 / SHEPPARTON CONVEYANCING SERVICES

Your Reference: 25-01505
Certificate No: 92096641
Issue Date: 04 JUL 2025

Land Address: 13 MERYLA ROAD DONNYBROOK VIC 3064

Lot	Plan	Volume	Folio
2912	828074	12608	351

Vendor: HANDSON NHANHANGA & LYNETT NHANHANGA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92096641

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



Biller Code: 416073
Ref: 92096643

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: 92096643

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.